



# Doherty Memorial High School

299 Highland Street, Worcester, MA 01602

## 100% CD – Final Bid Package #4

## Project Manual Volume I of IV – Div. 0-1

January 20, 2022

### MSBA

Massachusetts School Building Authority (Project # 201603480512)  
40 Broad Street, Suite 500, Boston, MA 02111

### OWNER

City of Worcester, MA  
City Hall, 455 Main Street, Worcester, MA 01608

### OPM

AECOM Tishman  
One Federal Street, 8<sup>th</sup> Floor, Boston, MA 02110

### DESIGNER

Lamoureux Pagano Associates | Architects  
108 Grove Street, Suite 300, Worcester, MA 01605

Prepared by:



JOB #1904

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SECTION 00 01 02

PROJECT DIRECTORY

**OWNER**

Massachusetts School Building Authority  
40 Broad Street, Suite 500  
Boston, Massachusetts 02111

City of Worcester  
City Hall, 455 Main Street  
Worcester, Massachusetts 01608

**CONSTRUCTION MANAGER**

Fontaine + Dimeo Joint-Venture  
12 East Worcester Street, Suite 2A  
Worcester, MA 01604

**OWNER'S PROJECT MANAGER**

AECOM Tishman  
One Federal Street, 8<sup>th</sup> Floor  
Boston, Massachusetts 02110

**ARCHITECT**

Lamoureux Pagano Associates | Architects  
108 Grove Street, Suite 300  
Worcester, Massachusetts 01605

**CONSULTANTS**

**GEOTECHNICAL ENGINEERING**

Lahlaf Geotechnical Consulting  
100 Chelmsford Road, Suite 2  
Billerica, Massachusetts 01742

**LANDSCAPE ARCHITECTS**

Studio 2112  
840 Summer Street, Suite 102  
Boston, Massachusetts 02127

**SITE SURVEY & CIVIL ENGINEERING**

Nitsch Engineering  
2 Center Plaza, Suite 430  
Boston, Massachusetts 02108  
370 Main Street, Suite 850  
Worcester, MA 01608

**HAZARDOUS MATERIALS CONSULTANT**

Universal Environmental Consultants  
12 Brewster Road  
Framingham, Massachusetts 01782

**SUSTAINABLE DESIGN CONSULTANTS**

The Green Engineer  
23 Bradford Street, 1<sup>st</sup> Floor  
Concord, Massachusetts 01742

**STRUCTURAL ENGINEERING**

Bolton & DiMartino, Inc.  
100 Grove Street #317  
Worcester, Massachusetts 01608

**ACOUSTICAL & THEATER CONSULTANT**

Cavanaugh Tocci Associates  
327 F Boston Post Road  
Sudbury, Massachusetts 01776

**FOOD SERVICE CONSULTANT**

Colburn & Guyette Foodservice Design  
Consulting  
100 Ledgewood Place, Suite 104  
Rockland, Massachusetts 02370

**SECURITY CONSULTANT**

ART Engineering Corp.  
38 Front Street, 3<sup>rd</sup> Floor  
Worcester, Massachusetts 01608

**FIRE PROTECTION ENGINEERING**

Sensible Solutions  
64 Knightly Road  
Hadley, Massachusetts 01035

**MECHANICAL & PLUMBING ENGINEERING**

Seaman Engineering Corp.  
22 West Street, Unit C  
Millbury, Massachusetts, 01527

**ELECTRICAL, COMMUNICATIONS &  
TECHNOLOGY ENGINEERING**

ART Engineering Corp.  
38 Front Street, Floor 3  
Worcester, Massachusetts 01608

**FURNITURE AND FIXTURES CONSULTANT**

Blueline Design  
The Amherst Building  
34 Main Street  
Amherst, Massachusetts 01002

**ACCESSIBILITY/CODE CONSULTANT**

R.W. Sullivan Engineering  
529 Main Street, Suite 203  
Boston, Massachusetts 02129

**COST ESTIMATING CONSULTANT**

A.M. Fogarty & Associates  
175 Derby Street, Suite 5  
Hingham, Massachusetts 02043

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PV002	PV System Notes
PV101	PV Layout A & B
PV102	PV Layout C & D1
PV103	PV Layout D2, E1 & E3
PV104	PV Layout E2, E4 & E5
PV201	Inverter Source Layout
PV301	In-Building AC Output, Data & Control Conduit Layout
PV302	In Building AC, DC & Data Conduit
PV303	AC, Data & Control Conduit Layout
PV304	DC Conduit Layout
PV401	Structural Criteria & Roof Cracking

PV501	Inverter Station 1: Wall Layout
PV502	Inverter Station 2: Wall Layout
PV503	Invert Station 3: Wall Layout
PV504	C-Channel (Inv. Station 1) & Inv. Details
PV505	Grade-Level Electrical EQPT
PV601	Single Line
PV602	SEL Relay Wiring
PV603	Invert & Wiring Schedules
PV604	DAS Drawings
PV605	Labels

End of Document



CITY OF WORCESTER  
INVITATION TO BID / NOTICE TO CONTRACTORS  
**Doherty Memorial High School**  
**299 Highland Street**  
**Worcester, Massachusetts 01602**

The City of Worcester, the Awarding Authority, invites sealed prequalified trade bids for: Doherty Memorial High School in accordance with documents prepared by Lamoureux Pagano Associates | Architects, Inc. 108 Grove Street, Suite 300, Worcester, MA 01605.

The project scope generally includes:

Replacement of the existing High School with a new, 1,670 student High School, constructed adjacent to the existing high school.

The project scope generally consists of constructing a new 424,600+ SF building including classrooms, administrative office areas, Media Center, Gymnasium, Cafeteria, Auditorium, Kitchen/Serving, and a 45,547sf parking garage. The new building is multi-story (on five main levels, one grade floor); fireproofed steel-framed; masonry veneer, metal composite panel; with single-ply membrane roofing, aluminum windows, and with all associated work including site work, architectural, food service, structural, elevators, fire suppression, plumbing, HVAC, electrical, and voice/data/communications work. Site work generally includes earthwork, utilities, paving, sports field, lawns, plantings, site improvements and other items as indicated in the drawings and specifications. The project is a Chapter 149A Project; the Construction Manager (CM) is Fontaine-Dimeo JV and the Owner's Project Manager is Aecom Tishman.

This work is a phased project with early bidding and early construction consisting of enabling site work at the existing school to add parking, access and separation of the existing site from the construction site which has been completed; followed by early sitework, structural (concrete and steel) bid, including foundation waterproofing works that are ongoing. **Under this bid phase; general bidding, construction and occupancy of the school building; followed by the parking lot construction; and lastly the sports field construction. Refer to the detailed schedule and phasing plan published herein.**

**Trade Bidders have been pre-qualified for this project. Bids will be received only from bidders that will be notified by the City as being pre-qualified. See below list of Pre-Qualified Trade Bidders.**

**SEALED FILED TRADE-BIDS for DOHERTY MEMORIAL HIGH SCHOOL will be received at the Department of Public Works and Parks, 50 Officer Manny Familia Way (formerly Skyline Drive), Worcester, MA 01605 no later than 11:00 a.m., Thursday, February 17, 2022. Due to the current pandemic, there will be no in person gathering for the opening of bids. The opening of bids will be done virtually beginning at 11:00 am.**

See link and call-in information below to use for bid opening:

[https://teams.microsoft.com//meetup-join/19%3ameeting\\_YzQzODlwZjMtYWJjMi00ODYzLTikZGItoGM3NzlmOGRmNDAw%40thread.v2/0?context=%7b%22Tid%22%3a%2209af12fc-b365-4618-9e08-43d148182bca%22%2c%22Oid%22%3a%228769083f-440c-4393-85ae-4b33ce73eaa%22%22%7d](https://teams.microsoft.com//meetup-join/19%3ameeting_YzQzODlwZjMtYWJjMi00ODYzLTikZGItoGM3NzlmOGRmNDAw%40thread.v2/0?context=%7b%22Tid%22%3a%2209af12fc-b365-4618-9e08-43d148182bca%22%2c%22Oid%22%3a%228769083f-440c-4393-85ae-4b33ce73eaa%22%22%7d)

---

## Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

**Or call in (audio only)**

+1 929-352-1653,8711218# United States, New York City

Phone Conference ID: 871 121 8#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

Pre-Qualified Filed Trade-Bids are required. Pre-Qualified Trade Bidders are as follows:

**UNIT MASONRY:**

Cantarella & Sons, Inc.

Capasso Enterprises, Inc.

Costa Brothers Masonry

Fernandes Masonry, Inc.

Lighthouse Masonry, Inc.

Marmelo Brothers Construction

Sullivan & Narey Construction Co., Inc.

**MISCELLANEOUS AND ORNAMENTAL IRON:**

Capone Iron Corporation

Custom Iron Works, Inc.

EDM Construction

Quinn Bros. of Essex, Inc.

SMJ Metal Company, Inc.

The Berlin Steel Construction Company  
United Steel, Inc.  
V & G Iron Works, Inc.

**WATERPROOFING, DAMPPROOFING & CAULKING:**

Armani Restoration, Inc.  
Beacon Waterproofing & Restoration, Inc.  
Capasso Enterprises Inc.  
Chapman Waterproofing Company  
East Coast Air Barrier & Restoration, Inc.  
Folan Waterproofing & Construction Co., Inc.  
Heritage Restoration, LLC  
Joseph Cohn & Son Tile & Terrazzo, LLC  
P.J. Spillane Company, Inc.  
Superior Caulking & Waterproofing Co., Inc.  
The Waterproofing Company, LLC

**ROOFING AND FLASHING:**

Capeway Roofing Systems, Inc.  
Greenwood Industries, Inc.  
J. D. Rivet & Co., Inc.  
Silktown Roofing, Inc.  
Stanley Roofing Company, Inc.  
Titan Roofing, Inc.

**METAL WINDOWS:**

A&A Windows Products, Inc.  
Aluminum & Glass Concepts, Inc.  
Chandler Architectural Products, Inc.  
Greenfield Glass Company, Inc.  
Kapiloff's Glass Inc.  
Lizotte Glass, Inc.  
Lockheed Architectural Solutions, Inc.  
R&R Window Contractors, Inc.

**GLASS AND GLAZING:**

A&A Windows Products, Inc.  
Aluminum & Glass Concepts, Inc.  
Chandler Architectural Products, Inc.  
Greenfield Glass Company, Inc.  
Kapiloff's Glass Inc.  
Lizotte Glass, Inc.  
Lockheed Architectural Solutions, Inc.

Prudential Door & Window Co., Inc.  
R&R Window Contractors, Inc.

TILING:

Ayotte & King Tile for Tile, Inc.  
Capital Carpet & Flooring Specialists, Inc.  
Joseph Cohn & Son Tile & Terrazzo, LLC  
M. Frank Higgins & Co., Inc.  
Pavilion Floors, Inc.

ACOUSTICAL CEILINGS:

Central Ceilings, Inc.  
H. Carr & Sons, Inc.  
K&K Acoustical Ceilings, Inc.  
Professional Drywall  
The Cheviot Corporation

RESILIENT FLOORS:

Ayotte & King Tile for Tile, Inc.  
Capital Carpet & Flooring Specialists, Inc.  
C.J.M. Services, Inc.  
M. Frank Higgins & Co., Inc.  
Pavilion Floors, Inc.

PAINTING:

Color Concepts Inc.  
Dandis Contracting, Inc.  
Homer Contracting  
King Painting, Inc.  
M. L. McDonald Sales Co., Inc.  
New Generation Painting, Inc.

ELEVATOR:

Delta Beckwith Elevator Company

FIRE SUPPRESSION:

Carlisle Engineering, Inc.  
Davis Ulmer Sprinkler Co., Inc. DBA Cogswell Sprinkler  
Delta Mechanical Contractors, LLC  
Rustic Fire Protection, Inc.  
SRI Fire Sprinkler, LLC  
Wolverine Fire Protection Co.  
Xcel Fire Protection, Inc.

PLUMBING:

Delta Mechanical Contractors, LLC  
Grasseschi Plumbing and Heating, Inc.  
Harold Brothers Mechanical Contractors, Inc.  
N.B. Kenney Company, Inc.  
Royal Steam Heater Company  
William F. Lynch Co., Inc.

HVAC:

B-G Mechanical, Inc.  
Delta Mechanical Contractors, LLC  
General Mechanical Contractors, Inc.  
Harold Brothers Mechanical Contractors, Inc.  
KMD Mechanical Corp  
N.B. Kenney Company, Inc.  
William F. Lynch Co., Inc.

ELECTRICAL:

M.L. Schmitt, Inc.  
Ostrow Electric Co., Inc.  
Wayne J. Griffin Electric, Inc.

**PREQUALIFIED TRADE-BIDS must be** accompanied by:

- (01) A fully executed **Trade Contractor Bid Form**, Document 00 41 14.
- (02) **Company Information**, Document 00 43 96
- (03) **Non-Collusion Affidavit**, Document 00 45 19
- (04) **Affidavit of Compliance**, Document 00 45 20
- (05) **Tax Payment Certificate**, Specification Section 00 85 00.
- (06) **Affidavit of Acknowledgment and Certificate of Compliance** for the City of Worcester Minority/Women Business Enterprise & Worker Utilization, **Form M/WBEP-Form EOO-101**, Document 00 95 00.
- (07) **Initial Statement and Certification of Compliance** with the Responsible Employer Ordinance, **Form REO-101 page 2**, Document 00 95 00.
- (08) Provide Evidence of **Compliance with the Responsible Employer Ordinance (REO)**, as per Document 00 95 00.
- (09) **Cori Compliance/Gender Identity & Expression Form**, Document 00 95 00.
- (10) **Wage Theft Prevention Certification**, Document 00 95 00.

- (11) **A Certificate of Eligibility** certifying the bidder's qualification, in the respective filed sub trade category being bid, issued by the Division of Capital Asset Management and Maintenance, DCAMM, showing that the Bidder has been approved to bid on projects the size and nature of this project. In order to be eligible to be awarded this contract, a bidder must be certified in the appropriate category and for the total Cost of the respective work including all alternates elected (if applicable) to be taken by the Owner.
- (12) **Sub-Bidder Update Statement**, DCAMM Form. It is the Bidder's responsibility to obtain the necessary forms and make application to DCAMM in sufficient time for DCAMM to evaluate the application and issue a Certificate of Eligibility. A sample of the **Sub-Bidder Update Statement** (Updated November 20, 2017) is located at the end of Section 00 21 13.
- (13) **Bid deposit** for the sub-bid in the amount of **five (5) percent** of the value of the bid, or a bid bond.
- (14) **Foreign Corporation Certificate of Registration** from the Commonwealth of Massachusetts State Secretary (if applicable).

**Plans and Specifications** will be available on Thursday, January 20, 2022, and can be downloaded at: <http://bids.worcesterma.gov/>. ALL bidders are **required to register** to receive addenda. For any bid or document and any addenda that are received electronically, it is the responsibility of every bidder who receives this bid and all associated documents to check this website for any addenda. The City of Worcester accepts no liability to provide accommodation to bidders who submit a response based upon information obtained from its website. Bidders may not alter (manually or electronically) the bid language or any bid documents. Unauthorized modifications to the body of the bid, specifications, terms or conditions, which change the intent of this bid are prohibited and will disqualify a response.

Contract Documents may be viewed, but not removed, at the following location:

Department of Public Works and Parks  
20 East Worcester Street  
Worcester, MA 01604

**WAGE RATES** - Bids are subject to the provisions of M.G.L., Chapter 149, Section 44A to J inclusive, as amended to date, and such other Federal, State and Municipal laws or regulations.

Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and to the fact that not less than the minimum wage rates set forth in the Contract Documents shall be paid on this project. Minimum wage rates are per M.G.L., Chapter 149, Sections 26 & 27 inclusive.

**MINORITY/WOMEN BUSINESS ENTERPRISE PROGRAM** - The City of Worcester has established goals for the participation of minorities and women workers, contractors, subcontractors, and suppliers on all City projects. Bids must demonstrate the contractor's ability to utilize minorities and women in all phases of this project. The City of Worcester has established a program to enhance contract opportunities to minority and women-owned businesses through its Minority/Women Business Enterprise Program. This program contains

minimum participation goals of ten (10) percent by MBE's and five (5) percent by WBE's calculated as a percentage of the total bid price. Accordingly, all general bidders and filed sub-bidders must execute and submit with their respective bids M/WBEP Form EOO-101, Contractor's and Filed Subcontractor's Certification.

**RESPONSIBLE EMPLOYER ORDINANCE** - The performance of the work derived from this bid is subject to the City's Responsible Employer Ordinance, Chapter 2, Section 35 of WRO (2008). Accordingly, all general bidders and filed sub-bidders must execute and submit with their respective bids Form REO-101 page 2, Contractor's and Filed Subcontractor's Initial Certification.

**NOISE ORDINANCE** – All Contractors must adhere to the provision of § 1A(e)(9) of chapter nine of the Revised Ordinances of the city by limiting their on-site, noise producing construction and related work to the hours specified by said ordinance.

**PRE-BID CONFERENCE** - The pre-bid conference will be held on Thursday, February 3, 2022, at 2:30 p.m. at the project site, with a brief overview and tour of the construction areas. It is recommended that all Bidders attend this meeting. Parking will be available in the existing school parking lot. Masks are recommended.

**QUESTIONS** - All questions and requests for clarifications or interpretations of the meaning of the Contract Documents shall be in writing, E-Mail or Facsimile Telephone Transmission (FAX), addressed to Jeremy C. Flansburg, Project Manager, City of Worcester, Department of Public Works and Parks, 50 Officer Manny Familia Way (formerly Skyline Drive), Worcester, MA 01605, phone: (508) 688-2694, fax (508) 799-8188, email: [flansburgj@worcesterma.gov](mailto:flansburgj@worcesterma.gov) and to be given consideration must be received by 11:00 a.m., Thursday, February 10, 2022.

**WORK UNDER SEPARATE CONTRACTS AND BY OWNER** – The Owner may do other work during construction with its own forces or by separate contract.

**COMMENCEMENT OF WORK AND TIME OF COMPLETION** – Is as published in the specifications.

The Awarding Authority reserves the right to waive any informality in, or to reject any or all bids, if it were in the public interest to do so. In inviting trade bids in connection with such a contract, the Awarding Authority shall reserve the right to reject any trade bid on any sub-trade, if it determines that such trade bid does not represent the trade bid of a person competent to perform the work as specified, or that less than three (3) such trade bids were received and that the prices are not reasonable for acceptance without further competition.

The City of Worcester is an equal opportunity/affirmative action employer.

City of Worcester, Massachusetts  
Executive Office of the City Manager

**END OF DOCUMENT**



## CITY OF WORCESTER

### INSTRUCTIONS TO BIDDERS

#### SECTION 1 - INTRODUCTION; DEFINITIONS

The project scope generally includes:

Replacement of the existing High School with a new, 1,670 student High School, constructed adjacent to the existing high school.

The project scope generally consists of constructing a new 424,600+ SF building including classrooms, administrative office areas, Media Center, Gymnasium, Cafeteria, Auditorium, Kitchen/Serving, and a 45,547sf parking garage. The new building is multi-story (on five main levels, one grade floor); fireproofed steel-framed; masonry veneer, metal composite panel; with single-ply membrane roofing, aluminum windows, and with all associated work including site work, architectural, food service, structural, elevators, fire suppression, plumbing, HVAC, electrical, and voice/data/communications work. Site work generally includes earthwork, utilities, paving, sports field, lawns, plantings, site improvements and other items as indicated in the drawings and specifications. The project is a Chapter 149A Project; the Construction Manager (CM) is Fontaine-Dimeo JV and the Owner's Project Manager is Aecom Tishman.

This work is a phased project with early bidding and early construction consisting of enabling site work at the existing school to add parking, access and separation of the existing site from the construction site which has been completed; followed by early sitework, structural (concrete and steel) bid, including foundation waterproofing works that are ongoing. **Under this bid phase; general bidding, construction and occupancy of the school building; followed by the parking lot construction; and lastly the sports field construction. Refer to the detailed schedule and phasing plan published herein.**

**Trade Bidders have been pre-qualified for this project. Bids will be received only from bidders that were notified by the City as being pre-qualified. Refer to Invitation to Bid for a list of pre-qualified bidders.**

- 1.1 These Instructions to bidders (the "Instructions") are intended to assist bidders (which term as used in these Instructions shall include general bidders and sub-bidders if applicable) in the preparation of their bids, to call attention to various legal requirements and to set forth certain conditions upon which bids are submitted and received.

- 1.2 The award of the contract is governed by Chapter 149A, Chapter 149, Sections 44A-44J of the Massachusetts General Laws. Certain provisions of the foregoing statute and of other applicable statutes are summarized in these Instructions. Whenever these Instructions or any other contract documents set forth or summarize applicable statutory provisions, whether or not the statutes have been specifically referred to, such summaries are for convenience only, do not purport to be complete or correct as summaries of any particular material, and shall in no respect supersede, expand or limit rights or duties of the Owner or bidders in matters governed by the statute.
- 1.3 The following definitions shall apply in these Instructions and in the other Contract Documents:
- (1) The term "bidding documents" shall, these Instructions, the bid forms, contract forms and other Contract Documents bound herewith, the Drawings, the Specifications, and all Addenda issued prior to receipt of bids.
  - (2) The terms "Addenda" and "Addendum" shall mean written documents and/or drawings issued by the Owner prior to execution of the contract, which supplement, modify, correct, explain or interpret the bidding documents.
  - (3) All definitions set forth in the Conditions of the Contract or the other Contract Documents as therein defined are applicable to these Instructions and to the other bidding documents.

## **SECTION 2 - AVAILABILITY OF CONTRACT DOCUMENTS**

- 2.1 Refer to Invitation to bid, Prequalification letter.

## **SECTION 3 - EXAMINATION OF SITE AND CONTRACT DOCUMENTS; PRE-BID CONFERENCE**

- 3.1 Before submitting a bid, each bidder must: (a) thoroughly examine the Contract Documents (b) visit the site to fully examine and acquaint himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work, and (d) study and carefully correlate his observations with the requirements of the Contract Documents. Failure of a bidder to visit the site and acquaint himself with the Contract Documents or to attend the pre-bid conference, if any, shall in no way relieve the bidder from any obligation with respect to his bid.

- 3.2 On request, the Owner will provide each bidder access to the site to conduct such reasonable investigations and tests as such bidder deems necessary to prepare his bid.
- 3.3 Each bidder shall promptly notify Jeremy C. Flansburg, Project Manager, City of Worcester, Department of Public Works and Parks, 50 Officer Manny Familia Way (formerly Skyline Drive), Worcester, MA 01605 phone: (508) 688-2694, fax (508) 799-8188, email: [flansburgj@worcesterma.gov](mailto:flansburgj@worcesterma.gov) of any ambiguity, inconsistency, or error he may discover upon examination of the Contract Documents, the site or other local conditions. The submission of a bid will constitute a representation by the bidder that he has complied with every requirement of this Section 3 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work of this contract.
- 3.4 A pre-bid conference will be held at the place and time set forth in the Invitation to Bid.

#### **SECTION 4 - ADDENDA AND INTERPRETATION OF CONTRACT DOCUMENTS**

- 4.1 All questions and requests for clarifications or interpretations of the meaning of the Contract Documents shall be in writing, E-Mail or Facsimile Telephone Transmission (FAX), addressed to Jeremy C. Flansburg, Project Manager, City of Worcester, Department of Public Works and Parks, 50 Officer Manny Familia Way (formerly Skyline Drive), Worcester, MA 01605, phone: (508) 688-2694, fax (508) 799-8188, email: [flansburgj@worcesterma.gov](mailto:flansburgj@worcesterma.gov) and to be given consideration must be received at least five (5) business days prior to the date fixed for opening of bids.
- 4.2 Clarifications or such interpretations and any supplemental instructions or forms, if issued, will be issued in the form of written Addenda and when possible, not later than two (2) days before the date fixed for opening of bids. Addenda will upload to the City's Web site established for Project bids <http://bids.worcesterma.gov/>. Each bidder shall be responsible for determining that he has received all Addenda issued, and failure of any bidder to receive any such Addendum shall not relieve such bidder from any obligation under its bid as submitted. All bidders MUST Register to receive addenda. Failure to acknowledge receipt of an Addendum on the Bid Form by the Bidder may be cause for rejection of the Bid.
- 4.3 All Addenda so issued shall become part of the Contract Documents.
- 4.4 Oral clarifications or interpretations will be of no legal effect. The Owner will not be responsible for, and no bidder may rely upon or use as the basis of a claim against the Owner or the Architect, any information, explanation or interpretation of the Contract Documents rendered in any fashion except as herein provided.

- 4.5 Last Day for Questions shall be 11:00 a.m., Thursday, February 10, 2022.

## **SECTION 5 - PRE QUALIFICATION BY DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE (DCAMM) (CHAPTER 149A PROJECTS)**

- 5.1 **BIDS** on this contract must be accompanied by a copy of a Certificate of Eligibility issued by the Deputy Commissioner of the Massachusetts Division of Capital Asset Management and Maintenance showing that the bidder has the classification and capacity rating to perform the work required. In order to be eligible to be awarded this contract, a bidder must be certified by the DCAMM for the total Project Cost, including all alternates elected (if applicable) to be taken by the Owner, and certified in the category by bidders TRADE.
- 5.2 Each trade bid must also be accompanied by a Sub-Bidder Update Statement. The Owner will furnish copies of the Update Statement form to bidders on request.
- 5.3 The Owner may at its discretion give the bidder notice of defects or omissions in the bidder's Update Statement and an opportunity to make revisions to this statement. A contractor's bid shall not be rejected if there are mistakes or omissions of form in its Update Statement, provided the contractor promptly corrects those mistakes or omissions upon request by the Owner.

## **SECTION 6 - WAGE RATES**

- 6.1 Minimum rates of wages for work performed under this contract will be as predetermined by the Commissioner of Labor and Industries of the Commonwealth of Massachusetts in accordance with the provisions of Sections 26 to 27C, inclusive, of Chapter 149 of the Massachusetts General Laws.
- 6.2 Section 27B of said Chapter 149 provides record-keeping requirements for contractors and subcontractors with respect to employees, hours, wages and other matters.
- 6.3 Bidders' attention is called to Section 148 of Chapter 149 of the Massachusetts General Laws, relating to the weekly payment of wages.

## **SECTION 7 - SALES TAX**

- 7.1 Section 6(f) of Chapter 54H of the Massachusetts General Laws exempts from Massachusetts sales tax, building materials and supplies to be used in the project, and bidders shall not include in their bids any amount therefore. The number of the certificate granted by the Commissioner of Revenue for use in obtaining the exemption may be obtained from the City of Worcester.

## **SECTION 8 - PREPARATION AND SUBMISSION OF BIDS**

- 8.1 Each bid shall be submitted upon the bid forms furnished by the Owner, copies of which are bound with the bid documents. The bid forms may be submitted without the balance of the Contract Documents. All blank spaces shall be filled in, in ink or typewritten, in words or figures. The bid prices for each item on the bid forms shall be stated in both words and figures. Where itemized lump sum or unit prices are called for, the bidder shall provide all such prices. In the event of a discrepancy between prices written in words and prices written in figures, the written words shall govern. In the event of a discrepancy between the indicated sum of any column of figures and the correct sum thereof, the correct sum shall govern. The bid shall state the legal name of the bidder and shall be signed in ink by a person or persons legally authorized to bind the bidder to a contract. The name and title of the person or persons signing the bid shall be typed or printed below the signatures.
- 8.2 Each trade bid and the bid deposit (described below) shall be submitted to the Owner at the place stated in the Advertisement for Bids in a sealed envelope bearing on the outside the name of the bidder, his address and the title of the project for which the bid is submitted. If forwarded by mail, the sealed bid and the bid deposit shall be enclosed in an envelope with the notation "TRADE BID ENCLOSED" on the face and addressed as indicated in the Advertisement for Bids. A Certificate of Eligibility and an Update Statement in accordance with Section 5 shall if applicable, accompany each general bid.
- 8.3 Each sub-bid shall be submitted as specified in Paragraph 8.2 above, and, in addition, the notation "SUB-BID" and the name of the sub-trade for which the sub-bid is submitted shall be placed on the outside of the sealed envelope containing the sub-bid.

## **SECTION 9 - RECEIPT OF BIDS**

- 9.1 All bidders are cautioned to allow ample time for transmittal of bids. Bidders are solely responsible for delivery to and receipt by the Owner of bids at the place stated in the Advertisement for Bids. Bids received after the specified time or at other than the specified location will not be accepted or recognized and will be returned to the Bidder unopened. The time of receipt will determine the acceptability of mailed bids, regardless of postmark.
- 9.2 Any bid may be withdrawn by the bidder or his duly authorized representative by written notice received by the Owner at the address for receipt of bids specified in the Advertisement for Bids prior to the time scheduled for the opening of such bids or authorized postponement thereof. No bid may be withdrawn for sixty (60) days, Saturdays, Sundays and legal holidays excluded, after the opening of general bids. No telephone or telegraphic bid, change in bid or withdrawal of bid will be received or recognized. A bid may be amended or modified only by

withdrawing the bid and resubmitting another bid prior to the time for the opening of bids.

- 9.3 Bids will be opened and read publicly at the place and time stated in the Advertisement for Bids or the authorized postponement thereof. Bidders or their authorized representatives are invited to be present.

## **SECTION 10 - BID DEPOSIT**

- 10.1 A bid deposit in the form of a bid bond, or cash, or a certified check must accompany each bid, or a treasurer's or cashier's check issued by a responsible bank or trust company, payable to the City of Worcester. A bid bond shall be (a) in form satisfactory to the Owner, (b) with a Surety company qualified to do business (licensed) in the Commonwealth of Massachusetts and satisfactory to the Owner, and conditioned upon the faithful performance by the principal of the agreements contained in the bid. The bid deposit shall be in the amount of five (5) percent of the value of the bid.

## **SECTION 11 - TRADE-BID PROCEDURE**

- 11.1 As stated in the Advertisement for Bids, the Owner has requested FILED SUB-BIDS on the following classes as listed on the invitation to bid
- 11.2 Every sub-bidder duly filing a sub-bid with the Owner shall be bound thereby to every general bidder not excluded therein from the use thereof; and any variance from such sub-bid communicated to a general bidder shall be of no effect.
- 11.3 Each trade-bidder shall list in the trade-bid form the name and bid price of each person, firm or corporation performing each class of work or part thereof for which the section of the specifications for that sub-trade requires such listings; provided that in the absence of a contrary provision in the specification, any sub-bidder may, without listing any bid price, list his own name for any such class of work or part thereof and perform that work with persons on his own payroll if such sub-bidder after sub-bid opening, shows to the satisfaction of the Owner that he does customarily perform such class of work or the part thereof with employees on his own payroll who are mechanics or laborers referred to in Section 26 of said Chapter 149, of the Massachusetts General Laws, and is qualified so to do.
- 11.4 **TRADE SUB-BIDS** on this contract must be accompanied by a copy of a Certificate of Eligibility issued by the Deputy Commissioner of the Massachusetts Division of Capital Asset Management and Maintenance showing that the bidder has the classification and capacity rating to perform the work required. In order to be eligible to be awarded this contract, each trade sub-bidder must be certified by the DCAMM for their total Project Cost, including all alternates elected (if applicable) to be taken by the Owner, and certified in their respective trade category.

- 11.5 Each filed sub-bid must also be accompanied by a Sub-Bidder Update Statement. The Owner will furnish copies of the Update Statement form to bidders on request. (Note: A sample copy of the Update Statement is located at the end of this Section.). Any trade sub-bid submitted without a currently valid Certificate of Eligibility and Update Statement shall be invalid and will not be accepted by the Owner.

## **SECTION 12 - MINORITY AND WOMEN BUSINESS ENTERPRISE PROGRAM**

- 12.1 The Owner has established goals for the participation of minority and women contractors and subcontractors on all City projects. **In furtherance thereof, the City of Worcester's Supplemental Equal Employment Opportunity Anti-Discrimination And Affirmative Action Program is included in the Bidding Documents, and all bidders shall comply with the requirements set forth therein.** Any bidder who has any questions about the forms and procedures should contact the Contract Compliance Office, City Hall, Room 201, Worcester, MA 01608, Telephone: (508) 799-1174.

## **SECTION 13 - RESPONSIBLE EMPLOYER ORDINANCE**

- 13.1 The performance of the work derived from this bid is subject to the City's Responsible Employer Ordinance, Chapter 2, Section 35 of the Worcester Revised Ordinances (2008). Bidders are hereby instructed to review and familiarize themselves with the requirements thereof. The complete text of the ordinance is contained in the Supplementary General Conditions - Part I.

### **SAMPLE DCAMM SUB-BIDDER UPDATE STATEMENT**

### **ON THE FOLLOWING PAGES**

**END OF SECTION**



**SUB-BIDDERS' UPDATE STATEMENTS ARE NOT PUBLIC RECORDS AND  
ARE NOT OPEN TO PUBLIC INSPECTION (M.G.L. C.149, §44D)**

## **Sub-Bidder Update Statement**

### **TO ALL SUB-BIDDERS, TRADE CONTRACTORS AND AWARDING AUTHORITIES**

A COMPLETED AND SIGNED SUB-BIDDER UPDATE STATEMENT MUST BE SUBMITTED WITH EVERY FILED SUB-BID PURSUANT TO M.G.L. c.149, §44F AND EVERY TRADE SUB-BID PURSUANT TO M.G.L. c. 149A. ANY FILED SUB-BID OR TRADE SUB-BID SUBMITTED WITHOUT AN APPROPRIATE SUB-BIDDER UPDATE STATEMENT IS INVALID AND MUST BE REJECTED.

*Caution: This form is to be used for submitting Filed Sub-Bids and Trade Sub-Bids Only*

### **AWARDING AUTHORITIES**

**If the Awarding Authority determines that the Sub-Bidder is not competent to perform the work as specified on the project, it should reject the bid.**

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### **SUB-BIDDER'S AFFIDAVIT**

I swear under the pains and penalties of perjury that I am duly authorized by the bidder named below to sign and submit this Sub-Bidder Update Statement on behalf of the bidder named below, that I have read this Sub-Bidder Update Statement, and that all of the information provided by the bidder in this Sub-Bidder Update Statement is true, accurate, and complete as of the bid date.

---

Bid Date

---

Print Name of Sub-Bidder or Trade Contractor

---

Project Number  
(or name if no number)

---

Business Address

---

Awarding Authority

---

Telephone Number

**SIGNATURE⇒**

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**Bidder's Authorized Representative**

## INSTRUCTIONS

### INSTRUCTIONS TO SUB-BIDDERS

- This form must be completed and submitted by all Filed Sub-Bidders bidding on projects and Trade Contractors bidding on projects.
- You must give complete and accurate answers to all questions and provide all of the information requested. MAKING A MATERIALLY FALSE STATEMENT IN THIS SUB-BIDDER UPDATE STATEMENT IS GROUNDS FOR REJECTING YOUR BID AND FOR DEBARRING YOU FROM ALL PUBLIC CONTRACTING.
- This Sub-Bidder Update Statement must include all requested information that was not previously reported on the application used for your company's most recently issued (not extended or amended) Sub-Bidder Certificate of Eligibility. **The Sub-Bidder Update Statement must cover the entire period since the date of that application, NOT since the date of your Certification.**
- You must use this official form of Sub-Bidder Update Statement. Copies of this form may be obtained from the awarding authority or from the DCAMM Web Site:  
[www.mass.gov/DCAMM/certification](http://www.mass.gov/DCAMM/certification).
- If additional space is needed, please copy the appropriate page of this Sub-Bidder Update Statement and attach it as an additional sheet.
- It is acceptable to attach your projects in progress and completed projects spreadsheet for Part 7.

### INSTRUCTIONS TO AWARDING AUTHORITIES

#### ***Determination of Sub-Bidder Qualifications***

- It is the awarding authority's responsibility to determine each responsible bidder. You must consider all of the information in the bidder's Sub-Bidder Update Statement in making this determination. **Remember: this information was not available to the Division of Capital Asset Management and Maintenance at the time of certification.**
- The Sub-Bidder's performance on the projects listed in Parts 1 and 2 must be part of your review.
- Contact the project references.
- AWARDING AUTHORITIES ARE STRONGLY ENCOURAGED TO REVIEW THE LOW BIDDERS CERTIFICATION FILE. WITH THE IMPLEMENTATION OF ELECTRONIC DOCUMENT MANAGEMENT FILE REVIEWS CAN BE PROVIDED ELECTRONICALLY. To discuss your request/options contact DCAMM's Contractor Certification (857) 204-1305.

#### ***Correction of Errors and Omissions in Sub-Bidder Update Statements***

Matters of Form: An awarding authority shall not reject a Sub-Bidder's bid because there are mistakes or omissions of form in the Sub-Bidder Update Statement submitted with the bid provided the Sub-Bidder promptly corrects those mistakes or omissions upon request of the awarding authority.

Correction of Other Defects: An awarding authority may, in its discretion, give a Sub-Bidder notice of minor defects and omissions as to form in the Sub-Bidder's Update Statement and provide an opportunity to correct its Sub-Bidder Update Statement. However, the Sub-Bidder shall not be allowed to make corrections to a Sub-Bidder Update Statement if material information about the Sub-Bidder was omitted from the Sub-Bidder Update Statement filed with the Sub-Bidder's bid. The Awarding Authority shall advise DCAMM of any material omissions in a Sub-Bidder's Update Statement.

**PART 1 - COMPLETED PROJECTS**

List All Public And Private Projects Of \$20,000 or more your company has completed since the date of application for your most recently issued (not extended or amended) Sub-Bidder Certificate Of Eligibility\*.

PROJECT TITLE & LOCATION	WORK CATEGORY	CONTRACT PRICE	START DATE	DATE COMPLETED

Attach additional sheets if necessary

\* If your company has been terminated from a project prior to completion of the work or has failed or refused to complete its work under any contract, full details and an explanation must be provided. See Part 3 of this Sub-Bidder Update Statement.

PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR EACH COMPLETED PROJECT LISTED ON THE PREVIOUS PAGE.

PROJECT TITLE		COMPANY NAME	CONTACT PERSON	TELEPHONE	EMAIL ADDRESS
	OWNER:				
	DESIGNER				
	GC:				
	OWNER:				
	DESIGNER				
	GC:				
	OWNER:				
	DESIGNER				
	GC:				
	OWNER:				
	DESIGNER				
	GC:				
	OWNER:				
	DESIGNER				
	GC:				
	OWNER:				
	DESIGNER				
	GC:				

Is your company or any individual who owns, manages or controls your company affiliated with any owner, designer or general contractor named above, either through a business or family relationship?  YES  NO

Are any of the contact persons named above affiliated with your company or any individual who owns, manages or control your company, either through a business or family relationship?  YES  NO

If you have answered YES to either question, explain. \_\_\_\_\_

**PART 2 – PROJECTS IN PROGRESS CONTRACTS**

List all public and private projects of \$20,000 or more your company has under contract on this date regardless of when or whether the work commenced.

1	2	3	4	5	6	7
PROJECT TITLE & LOCATION	WORK CATEGORY	START AND END DATES (MM/YYYY)	ON SCHEDULE (yes / no)	CONTRACT PRICE	% NOT COMPLETE	\$ VALUE OF WORK NOT COMPLETE (col. 5 X col. 6)

PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR EACH INCOMPLETE PROJECT LISTED ON THE PREVIOUS PAGE.

PROJECT TITLE		COMPANY NAME	CONTACT PERSON	TELEPHONE	EMAIL ADDRESS
	OWNER:				
	DESIGNER				
	GC:				
	OWNER:				
	DESIGNER				
	GC:				
	OWNER:				
	DESIGNER				
	GC:				
	OWNER:				
	DESIGNER				
	GC:				
	OWNER:				
	DESIGNER				
	GC:				
	OWNER:				
	DESIGNER				
	GC:				

Is your company or any individual who owns, manages or controls your company affiliated with any owner, designer or general contractor named above either through a business or family relationship?  YES  NO

Are any of the contact persons named above affiliated with your company or any individual who owns, manages or control your company, either through a business or family relationship?  YES  NO

If you have answered YES to either question, explain. \_\_\_\_\_

**PART 3 - GENERAL PERFORMANCE (in the prime update it's called Project Performance – can we change it?)**

**For Parts 3 and 4, if you answer YES to any question, please provide on a separate page a complete explanation. Information you provide herein must supplement the application for your most recently issued (not extended or amended) DCAMM Sub-Bidder Certificate of Eligibility. You must report all requested information not previously reported on that application. Include all details [project name(s) and location(s), names of all parties involved, relevant dates, etc.].**

	YES	NO
1. Has your company been terminated on any contract prior to completing a project or has any officer, partner or principal of your company been an officer, partner or principal of another company that was terminated or failed to complete a project?	<input type="checkbox"/>	<input type="checkbox"/>
2. Has your company failed or refused either to perform or complete any of its work under any contract prior to substantial completion?	<input type="checkbox"/>	<input type="checkbox"/>
3. Has your company failed or refused to complete any punch list work under any contract?	<input type="checkbox"/>	<input type="checkbox"/>
4. Has your company filed for bankruptcy, or has any officer, principal or individual with a financial interest in your current company been an officer, principal or individual with a financial interest in another company that filed for bankruptcy?	<input type="checkbox"/>	<input type="checkbox"/>
5. Has your surety taken over or been asked to complete any of your work under any contract?	<input type="checkbox"/>	<input type="checkbox"/>
6. Has a payment or performance bond been invoked against your current company, or has any officer, principal or individual with a financial interest in your current company been an officer, principal or individual with a financial interest in another company that had a payment or performance bond invoked?	<input type="checkbox"/>	<input type="checkbox"/>
7. Has your surety made payment to a materials supplier or other party under your payment bond on any contract?	<input type="checkbox"/>	<input type="checkbox"/>
8. Has any subcontractor filed a demand for direct payment with an awarding authority for a public project on any of your contracts?	<input type="checkbox"/>	<input type="checkbox"/>
9. Have any of your subcontractors or suppliers filed litigation to enforce a mechanic's lien against property in connection with work performed or materials supplied under any of your contracts?	<input type="checkbox"/>	<input type="checkbox"/>
10. Have there been any deaths of an employee or others occurring in connection with any of your projects?	<input type="checkbox"/>	<input type="checkbox"/>
11. Has any employee or other person suffered an injury in connection with any of your projects resulting in their inability to return to work for a period in excess of one year?	<input type="checkbox"/>	<input type="checkbox"/>

**PART 4 - Legal or Administrative Proceedings; Compliance with Laws**

Please answer the following questions. Information must supplement all judicial and administrative proceedings involving bidder’s company, which were instituted or concluded (adversely or otherwise) since your company’s Application for your most recently issued (not extended or amended) Sub-Bidder Certificate of Eligibility. You must report all requested information not previously reported on that DCAMM Application.

The term “administrative proceeding” as used in this Sub-Bidder Update Statement includes (i) any action taken or proceeding brought by a governmental agency, department or officer to enforce any law, regulation, code, legal, or contractual requirement, except for those brought in state or federal courts, or (ii) any action taken by a governmental agency, department or officer imposing penalties, fines or other sanctions for failure to comply with any such legal or contractual requirement.

The term “anyone with a financial interest in your company” as used in this Section “1”, shall mean any person and/or entity with a 5% or greater ownership interest in the applicant’s company.

**If you answer YES to any question, on a separate page provide a complete explanation of each proceeding or action and any judgment, decision, fine or other sanction or result. Include all details (name of court or administrative agency, title of case or proceeding, case number, date action was commenced, date judgment or decision was entered, fines or penalties imposed, etc.).**

	YES	NO
1. Have any civil, judicial or administrative proceedings involving your company or a principal or officer or anyone with a financial interest in your company been brought, concluded, or settled relating to the procurement or performance of any construction contract, including but not limited to actions to obtain payment brought by subcontractors, suppliers or others?	<input type="checkbox"/>	<input type="checkbox"/>
2. Have any criminal proceedings involving your company or a principal or officer or anyone with a financial interest in your company been brought, concluded, or settled relating to the procurement or performance of any construction contract including, but not limited to, any of the following offenses: fraud, graft, embezzlement, forgery, bribery, falsification or destruction of records, or receipt of stolen property?	<input type="checkbox"/>	<input type="checkbox"/>
3. Have any judicial or administrative proceedings involving your company or a principal or officer or anyone with a financial interest in your company been brought, concluded, or settled relating to a violation of any state’s or federal procurement laws arising out of the submission of bids or proposals?	<input type="checkbox"/>	<input type="checkbox"/>
4. Have any judicial or administrative proceedings involving your company or a principal or officer or anyone with a financial interest in your company been brought, concluded, or settled relating to a violation of M.G.L. Chapter 268A, the State Ethics Law?	<input type="checkbox"/>	<input type="checkbox"/>

**PART 4 - Legal or Administrative Proceedings; Compliance with Laws (continued)**

	YES	NO
5. Have any judicial or administrative proceedings involving your company or a principal or officer or anyone with a financial interest in your company been brought, concluded, or settled relating to a violation of any state or federal law regulating hours of labor, unemployment compensation, minimum wages, prevailing wages, overtime pay, equal pay, child labor or worker’s compensation?	<input type="checkbox"/>	<input type="checkbox"/>
6. Have any judicial or administrative proceedings involving your company or a principal or officer or anyone with a financial interest in your company been brought, concluded, or settled relating to a violation of any state or federal law prohibiting discrimination in employment?	<input type="checkbox"/>	<input type="checkbox"/>
7. Have any judicial or administrative proceedings involving your company or a principal or officer or anyone with a financial interest in your company been brought, concluded, or settled relating to a claim of repeated or aggravated violation of any state or federal law regulating labor relations?	<input type="checkbox"/>	<input type="checkbox"/>
8. Have any proceedings by a municipal, state, or federal agency been brought, concluded, or settled relating to decertification, debarment, or suspension of your company or any principal or officer or anyone with a financial interest in your company from public contracting?	<input type="checkbox"/>	<input type="checkbox"/>
9. Have any judicial or administrative proceedings involving your company or a principal or officer or anyone with a financial interest in your company been brought, concluded, or settled relating to a violation of state or federal law regulating the environment?	<input type="checkbox"/>	<input type="checkbox"/>
10. Has your company been fined by OSHA or any other state or federal agency for violations of any laws or regulations related to occupational health or safety? Note: this information may be obtained from OSHA’s Web Site at <a href="http://www.osha.gov">www.osha.gov</a>	<input type="checkbox"/>	<input type="checkbox"/>
11. Has your company been sanctioned for failure to achieve DBE/MBE/WBE goals, workforce goals, or failure to file certified payrolls on any public projects?	<input type="checkbox"/>	<input type="checkbox"/>
12. Other than previously reported in the above paragraphs of this Section I, have any administrative proceedings or investigations involving your company or a principal or officer or anyone with a financial interest in your company been brought, concluded, or settled by any local, state or federal agency relating to the procurement or performance of any construction contract?	<input type="checkbox"/>	<input type="checkbox"/>
13. Are there any other issues that you are aware which may affect your company’s responsibility and integrity as a building contractor?	<input type="checkbox"/>	<input type="checkbox"/>

**PART 5 - SUPERVISORY PERSONNEL**

List all supervisory personnel who will be assigned to the project if your company is awarded the contract.

**Attach the resume of each person listed below.**

NAME	TITLE OR FUNCTION

**PART 6 - CHANGES IN BUSINESS ORGANIZATION OR FINANCIAL CONDITION**

Have there been any changes in your company’s business organization, financial condition or bonding capacity since the date your current Contractor Certificate of Eligibility was issued?  Yes  No

**If YES, attach a separate page providing complete details.**

**PART 7 – LIST OF COMPLETED CONSTRUCTION PROJECTS SUBMITTED TO THE DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE ALONG WITH CERTIFICATION SIGNATURE PAGE.**

Attach here a copy of the list of completed construction projects which was submitted with your company’s application for your most recently issued (not extended or amended) Sub-Bidder Certificate of Eligibility. The Attachment must include a complete copy of the entire Completed Projects spreadsheet and the final page Certification Page of the online application, containing the signature and date the completed projects list was submitted to the Division of Capital Asset Management and Maintenance.

Document 00 31 26

INFORMATION AVAILABLE TO BIDDERS  
WORCESTER CONSERVATION COMMISSION ORDER OF CONDITIONS

1.1 DESCRIPTION

- A. The City of Worcester Conservation Commission has issued (2) WPA Form 5 Orders of Conditions for the enabling site work and project site work.

1.2 USE OF DATA

- A. These documents are included in Appendix J are made available for Bidder's information but are not a warranty of conditions. Bidders should visit the site and acquaint themselves with all existing conditions, the adjacency of wetlands to the proposed construction, and regulatory requirements regarding wetlands protection requirements of wetlands. No change orders will be issued
- B. Bidders shall include all cost considerations in the preparation of bids for their impact on the project including all requirements and provisions included in the attached Orders of Conditions. No claim for extra cost or extension of time will be considered resulting from requirements to protect wetlands or reconstruct damage resulting from the work of this Contract.
- C. It is expressly understood that neither the Architect, nor their consultants or the Owner will be responsible for any deduction, interpretation, or conclusion made by any Construction Manager.

End of Document

Document 00 31 32  
GEOTECHNICAL DATA

1.1 SUMMARY

- A. Subsurface soil investigations have been made and findings are indicated in the Geotechnical Reports included in Appendix A. The locations of the tests are indicated on the Boring Location Plan. This report entitled "Geotechnical Report - Proposed Doherty Memorial High School Worcester, Massachusetts LGCI Project No. 1922-Rev.2, dated March 8, 2021, Groundwater Observations, Slope Stability Analysis, prepared by Lahlaf Geotechnical Consulting, Inc., 100 Chelmsford Road, Suite 2, Billerica, MA 01862.
- B. The data contained in Appendix A is for general information. The Construction Manager is required to read the soils report and visit the site to determine the character of the materials to be encountered. The Architect and Owner will not assume responsibility for variations in subsoil quality or condition.

1.2 CONTENTS

- A. The attached pages (in Appendix A) include as part of this document, the following:
  - 1. Report Letter
    - a. Project Information
    - b. Site and Subsurface Conditions
      - 1) Subsurface Conditions
        - a) Soil Borings
        - b) Test Pits
      - 2) Groundwater
      - 3) Double Ring Infiltrometer Tests
      - 4) Laboratory Test Data
    - c. Evaluation and Recommendations
    - d. Construction Considerations
    - e. Report Limitations
    - f. References
  - 2. Table 5 – Groundwater Observation Well Data Summary Table
  - 3. Preliminary Slope Stability Analysis

End of Document

Document 00 41 14  
TRADE CONTRACTOR BID FORM

Company Name \_\_\_\_\_

TO ALL TRADE CONTRACTOR BIDDERS EXCEPT THOSE EXCLUDED:

A. TRADE: \_\_\_\_\_

Specified in Section (s): \_\_\_\_\_

\_\_\_\_\_  
*(Bidder: Enter above the name of the trade for which you are bidding and list ALL the specification section or sections applicable to that trade as they are listed in the Table of Contents of the Specifications; for example, "Masonry 04 00 01"*

The undersigned proposes to furnish all labor and materials are required for completing all the work of the trade identified above, for Doherty Memorial High School, located in Worcester, Massachusetts, in accordance with the Contract Documents, including Drawings and Specifications.

The proposed Contract Price is

\_\_\_\_\_ dollars (\$ \_\_\_\_\_)

Alternates: *[Enter a dollar value within the "add" or "subtract" line. If the Alternate will not change the proposed Contract Price, enter \$0 or "NC" ("no change") in the "add" line.]*

B. For Alternate 1, **PV System:**

ADD \_\_\_\_\_ dollars \$ \_\_\_\_\_)

SUBTRACT \_\_\_\_\_ dollars \$ \_\_\_\_\_)

For Alternate 2, **Sports Field Lighting:**

ADD \_\_\_\_\_ dollars \$ \_\_\_\_\_)

SUBTRACT \_\_\_\_\_ dollars \$ \_\_\_\_\_)

ADDENDA: This trade contractor bid includes the following Addenda:

(Note: Addendum No. 1 for Early Site Package and Addendum No. 2 for Early Structural Package was issued and included in the Appendices for reference)

<u>Number</u>	<u>Date</u>	<u>Number</u>	<u>Date</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

C. **IMPORTANT INFORMATION:** Because this is a CM at Risk Project **All Trade Contractors** must include in their Bid price the cost of their providing payment and performance bonds in the full amount of their Bid, including all alternates. All Trade Contractors awarded contracts on this Project are required by law to provide full payment and performance bonds at their own expense.

D. **EXECUTION OF CONTRACT; BONDS; INSURANCE:** The undersigned agrees, if selected as a Trade Contractor, to execute with the Construction Manager (hereafter sometimes referred to as the "CM at Risk" or the "Contractor"), a trade Contractor Agreement in accordance with the terms of this bid and applicable law within ten (10) days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the Construction Manager. If the undersigned further agrees to furnish a performance bond and payment bond in the full amount of the trade contract amount from a surety company licensed to do business in the commonwealth and whose name appears on the United States Treasury Department Circulation 570; provided that the bonds are subject to section (3) of section 44F of chapter 149 and (b) a Certificate of Insurance evidencing workers' compensation, public liability or property damage insurance of the type and in limits required to be furnished to the Awarding Authority by the Construction manager as required by law.

To the extent provided by law, if the undersigned is bidding on the work of a sub-trade for which bidders have not been prequalified by the awarding authority, the undersigned agrees, if requested to do so by the Construction Manager, to furnish a performance bond and also a labor and materials or payment 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 one hundred percent (100%) of the sub trade subcontract Price, the premiums for which shall be paid by the Construction Manager and be included in the Contract Price for the General Contract.

E. **TRADE CONTRACTOR SUB-TRADE SUB-BIDDER LISTING:** The names of all persons, firms, and corporations furnishing to the undersigned labor or labor and materials for the class or classes or part thereof of work for which the provisions of the Section of the Specifications for this sub-trade require a listing in this paragraph (including the undersigned if customarily furnished by persons on his own payroll and in the absence of a contrary provision in the specifications), and the bid price for each such class of work or part thereof as follows:



By submission of the Bid the Trade Contractor certifies that it has prequalified each of the sub-trade subcontractors listed above using criteria similar to the criteria for the prequalification of Trade Contractors.

By submission of this Bid the Trade Contractor certifies that the Trade Contractor certifies that the Trade Contractor will perform the complete trade work with employees on his own payroll, except for work customarily performed by the sub-trade subcontractors within the trade. Trade Contractor further certifies that this Bid provides the names of all sub-trade subcontractors to be used and each sub-trade contract sum.

F. The undersigned agrees that the above list of bids to the undersigned represents *bona fide* bids based on the plans, specifications and addenda, and that, if the undersigned is awarded the contract, the persons, firms, corporations listed above will be used for the work indicated at the amounts stated, if satisfactory to the Awarding Authority.

G. UNIT PRICES: - **NONE**

H. The undersigned further agrees to be bound to the Construction Manager by the terms of the plans, drawings, specifications (including all General Conditions), and addenda, and to assume toward Construction Manager all the obligations and responsibilities that the Construction Manager, by those documents, assumes toward the Owner.

I. The undersigned offers the following information as evidence of his or her qualifications to perform the work as bid upon, according to all the requirements of the plans, drawings and specifications:

1. Have been in business under present business name \_\_\_\_\_ years.

2. Ever failed to complete any work awarded? (If yes, briefly explain) \_\_\_\_\_

3. List one or more recent buildings with names of general contractor and architect on which you served as subcontractor and performed work of similar character to the work required for this project:

BUILDING	ARCHITECT	GENERAL CONTRACTOR	AMOUNT OF CONTRACT
_____	_____	_____	_____
_____	_____	_____	_____

4. Bank Reference: \_\_\_\_\_

Failure to meet trade contractor qualification requirements in the specification Sections listed in this Trade Contractor Bid Form, or failure to provide sufficient information in this Paragraph 1 to substantiate the required qualifications, may, at the sole discretion of the Awarding Authority, be

deemed sufficient cause for rejection of any bid. The bidder expressly agrees that the judgment of the Awarding Authority on the matter of qualification is final.

J. CERTIFICATIONS

The undersigned hereby certifies that the Trade Contractor will perform the complete trade contract work with employees on its own payroll, except for work customarily performed by sub-trade subcontractors within the trade as listed above. Trade Contractor further certifies that this Bid provides the names of all sub-trade subcontractors to be used and each sub-trade contract sum.

The undersigned hereby certifies that all sub-trade subcontractors named in this bid form have been prequalified by the trade contractor using criteria similar to the contractors.

The undersigned further certifies that it shall comply with the prevailing wage law set forth in M.G.L. c. 149, §§26 & 27 and pay wages no less than those set forth in the wage rate tables for the Project. The undersigned further certifies that it 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 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 will comply fully with all laws and regulations applicable to awards of subcontracts subject to Chapter 149A of the General Laws.

The undersigned further certifies under 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 the subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned also certifies that he or she (or, if he or she is the authorized representative of the company, the company) is the only person interested in this Bid; that it is made without any connection with any other person making any other submission for the same work; that no person acting for, or employed by, the Commonwealth of Massachusetts, the Massachusetts School Building Authority or the City of Methuen is directly or indirectly interested in the Bid or any subsequent proposal, or in any contract which may be made under it, or in expected profits to arise therefrom; that the undersigned Bidder has not influenced or attempted to influence any other person or corporation to file a Bid or any subsequent proposal or to refrain from doing so or to influence the terms of the Bid or any subsequent proposal of any other person or corporation; and that this submission is made in good faith without collusion or connection with any other person applying for the same work.

The undersigned certifies that if awarded this work shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The undersigned commits to purchasing supplies and services from certified minority and women owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

The undersigned further certifies pursuant to M.G.L. c.149A, §8(g)(8) and M.G.L. 151A, §19A, I, that Bidder has filed all state and tax returns and paid all taxes as required by law and has complied with all state laws pertaining to contributions to the unemployment compensation fund and to payments in lieu of contributions.

The undersigned further certifies under penalties 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 there under. The undersigned further certifies under pain and penalties perjury that it is not presently debarred from doing public work under any applicable federal law.

K. The undersigned hereby agrees that this bid shall be valid for a period of 30 days, Saturdays, Sundays and legal holidays excluded, after the date designated for opening of the Bids.

L. ATTACHMENTS

ATTACHMENT A – BID BOND: Trade Contractors MUST ATTACH to this Trade Contract Form of Bid at Attachment A a valid Bid Bond equal to 5% of the total bid price including all alternates. Failure to submit such Bid Bond will result in rejection of the bid.

ATTACHMENT B – CERTIFICATE OF ELIGIBILITY: Trade Contractors MUST ATTACH to this Trade Contractor Form of Bid at Attachment B a valid Sub-bidder Certificate of Eligibility for each Trade in which it submits a bid. Failure to attach a valid Certificate of Eligibility will result in rejection of the bid.

ATTACHMENT C – UPDATE STATEMENT: Trade Contractors MUST ATTACH to this Trade Contractor Form of Bid at Attachment CV a current and completed Sub-bidder Update Statement for each Trade in which it submits a bid. Failure to submit such Update Statement will result in rejection of the bid.

Acknowledgement of Addenda. By signing below, the interested Trade Contractor acknowledges receipt of the addenda listed by Trade Contractor Bid Form.

Authorized to sign: This form must be signed by an officer of the firm or an individual so authorized by an officer of the firm who has personal knowledge regarding the information contained herein.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Firm Address: \_\_\_\_\_  
\_\_\_\_\_

Phone No: \_\_\_\_\_ Email: \_\_\_\_\_

Date: \_\_\_\_\_

Project Name: \_\_\_\_\_

Document 00 43 96  
COMPANY INFORMATION  
(Bid Form Attachment)

The following information is furnished by the bidder for the information of the Awarding Authority:

If a Corporation:

Incorporated in what state.....

President: .....

Treasurer: .....

Secretary: .....

If a foreign corporation [incorporated or organized under laws other than laws of the Commonwealth of Massachusetts], is the corporation registered with the Secretary of State of Massachusetts? Yes....., No.....

If the bidder is selected for the work referred to above, it is required under Massachusetts General Laws (MGL) Chapter 30 Section 39L to furnish to the Awarding Authority a certificate of the Secretary of State stating that the corporation has complied with all applicable requirements set forth in the General Laws of the Commonwealth of Massachusetts.

If a Partnership: [Name All Partners]

Name of Partner: .....

Residence .....

Name of Partner: .....

Residence .....

If an Individual doing business under a firm name:

Name of Firm: .....

Name of Individual: .....

Business Address: .....

Residence: .....

End of Document

Document 00 45 19  
NON-COLLUSION AFFIDAVIT

The undersigned, being first duly sworn, deposes and says that:

(1) He is \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached Bid; is fully respecting the preparation and contents of the attached Bid and of all pertinent circumstance respecting such Bid; and such Bid is genuine and is not a collusive or sham Bid;

(2) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner, or any person interested in the proposed Contract; and

(3) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(4) The undersigned certifies under 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 herein, the word person shall mean any natural person, joint venture, partnership, corporation or other business or legal entity; and

(5) The undersigned also hereby certifies under the penalties of perjury that no person acting for, or employed by, the Commonwealth of Massachusetts, the Massachusetts School Building Authority or the City of Worcester is directly or indirectly interested in this proposal, or in any contract which be made under it, or in expected profits to arise therefrom.

Signature: \_\_\_\_\_

Name of Person signing bid: \_\_\_\_\_

Name of Business: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

(Title)

My commission expires \_\_\_\_\_

End of Document

Document 00 45 20  
AFFIDAVIT OF COMPLIANCE  
(Bid Form Attachment)

..... I, ....., President ..... Clerk of .....

.....  
(Name of Corporation)

whose principal office is located at

.....

.....

do hereby certify that the above named corporation has filed with the State Secretary all certificates and annual reports required by Massachusetts General Law (MGL) Chapter 156B Section 109 (business corporation), or by MGL Chapter 180, Section 26A (non-profit corporation) and all other applicable requirements contained in the General Laws of the Commonwealth of Massachusetts.

SIGNED UNDER PENALTIES OF PERJURY

this .....day of ....., 20\_\_

.....  
(Signature of Responsible Corporate Officer)

..... Mass.Business Corp. .... Foreign Corp. .... Non-Profit  
Corp.

End of Document

Document 00 63 13  
REQUEST FOR INTERPRETATION (RFI) FORM

**Date Submitted:** \_\_\_\_\_

**To the Architect:** Lamoureux Pagano Associates | Architects  
108 Grove Street  
Worcester, Massachusetts 01605

Architect's Assigned  
RFI #  
\_\_\_\_\_

**Architect's Project Number:** \_\_\_\_\_

**Submitted By:** Company: \_\_\_\_\_  
Address \_\_\_\_\_

**References:** Specification Section Number: \_\_\_\_\_  
Article/ Paragraph / Subparagraph: \_\_\_\_\_  
Drawing Number: \_\_\_\_\_  
Detail Number: \_\_\_\_\_

**Request:** \_\_\_\_\_  
 Refer to Attachment(s) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed By: \_\_\_\_\_

**Response:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Refer to Attachment(s)

**Response From:** \_\_\_\_\_

Signed by: \_\_\_\_\_

Copies to:  Owner  Consultants  \_\_\_\_\_  
 \_\_\_\_\_  \_\_\_\_\_  \_\_\_\_\_  
 \_\_\_\_\_  \_\_\_\_\_  File

Date Received at  
Architect  
\_\_\_\_\_

Date Returned by  
Architect  
\_\_\_\_\_

End of Document

Document 00 63 25  
SUBSTITUTION REQUEST FORM

Project: \_\_\_\_\_ Architect's Project Number: \_\_\_\_\_  
\_\_\_\_\_  
To: \_\_\_\_\_ Substitution Request Number: \_\_\_\_\_  
\_\_\_\_\_  
Re: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_ From: \_\_\_\_\_  
\_\_\_\_\_ Contract For: \_\_\_\_\_

---

Section Title: \_\_\_\_\_ Description: \_\_\_\_\_  
Section No.: \_\_\_\_\_ Page: \_\_\_\_\_ Article/Paragraph: \_\_\_\_\_

---

Proposed substitution: \_\_\_\_\_  
Manufacturer: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
Trade Name: \_\_\_\_\_ Model No./Color: \_\_\_\_\_  
Installer: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
History:  New Product  1 – 4 years old  5 – 10 years old  More than 10 years old

Differences between proposed substitution and specified product: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Point-by-point comparative data attached – REQUIRED BY ARCHITECT

---

Reason for not providing specified item: \_\_\_\_\_  
\_\_\_\_\_

Similar Installation:  
Project: \_\_\_\_\_ Architect: \_\_\_\_\_  
Address: \_\_\_\_\_ Owner: \_\_\_\_\_  
\_\_\_\_\_ Date Installed: \_\_\_\_\_

Proposed substitution affects other parts of Work:  No  Yes; explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Proposed substitution affects LEED v4 requirements of Work:

No

Yes; specifically identify the credit criteria impacted and demonstrate how the proposed substitution meets the same credit requirements

\_\_\_\_\_

Savings to Owner for accepting substitution: \_\_\_\_\_ (\$ \_\_\_\_\_ ).

Proposed substitution changes Contract Time: \_\_\_\_\_  No  Yes [Add] [Deduct] days.

Supporting Data Attached:  Drawings  Product Data  Samples  Tests  
 Reports  Sustainability (**LEED v4**) Criteria

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product including meeting LEED credit requirements, where applicable
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing and construction costs caused by the substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be correct in all respects.

Submitted by: \_\_\_\_\_

Signed by: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Attachments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ARCHITECT'S REVIEW AND ACTION

- Substitution approved – Make submittals per Division 01 Section "Substitution Procedures."
- Substitution approved as noted – Make submittals per Division 01 Section "Substitution Procedures."
- Substitution rejected – Use specified materials.
- Substitution Request received too late – Use specified materials.

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

---

Additional Comments:  Contractor  Subcontractor  Supplier  Manufacturer  A/E  
 Other \_\_\_\_\_

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CITY OF WORCESTER

Document 00 70 00

FORM OF SUBCONTRACT

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TRADE CONTRACTOR AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

by and between \_\_\_\_\_  
(a corporation organized and existing under the laws of \_\_\_\_\_),  
(a partnership consisting of \_\_\_\_\_),  
(an individual doing business as \_\_\_\_\_),

hereinafter called the "Construction Management At Risk Firm",

and \_\_\_\_\_  
(a corporation organized and existing under the laws of \_\_\_\_\_),  
(a partnership consisting of \_\_\_\_\_),  
(an individual doing business as \_\_\_\_\_),

hereinafter called the "Trade Contractor".

WITNESSETH, that the Construction Management At Risk Firm and the Trade Contractor for the considerations hereafter named, agree as follows:

1. The Trade Contractor agrees to furnish all labor and materials required for the completion of all work specified in Section No(s) \_\_\_\_\_ of the specifications for \_\_\_\_\_ (Name of Sub-trade) and the plans referred to therein and addenda Nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_ for the \_\_\_\_\_

(complete title of the project and the project number taken from title page of the project manual) as prepared by Lamoureux Pagano Associates | Architects, 108 Grove Street, Worcester, MA, 01605, ("Designer"). All work shall be in accordance with the contract documents listed on Exhibit A; and the detailed Scope of Work listed on Exhibit B. The Construction Management At Risk Firm agrees to pay the Trade Contractor as full payment for all the work in Exhibit B the sum of \$\_\_\_\_\_. This price includes the following alternates: Nos. \_\_\_\_\_.

- A. The Trade Contractor agrees to be bound to the Construction Management At Risk Firm by the terms of the hereinbefore described plans, specifications (including all general conditions stated therein) and addenda Nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, and to assume to the Construction Management At Risk Firm all the obligations and responsibilities that the Construction Management At Risk Firm by those documents assumes to the City of Worcester (Public Agency), hereinafter called the

"Public Agency", except to the extent that provisions contained therein are by their terms or by law applicable only to the Construction Management At Risk Firm.

- B. The Construction Management At Risk Firm agrees to be bound to the Trade Contractor by the terms of the hereinbefore described documents and to assume to the Trade Contractor all the obligations and responsibilities that the Public Agency, by the terms of the hereinbefore described documents, assumes to the Construction Management At Risk Firm, except to the extent that provisions contained therein are by their terms or by law applicable only to the Public Agency.
  - C. Anything contained herein to the contrary notwithstanding, to the fullest extent allowed by law, the Subcontractor shall indemnify and hold harmless the Contractor, Architect, and Awarding Authority, their agents and employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (2) is caused in whole or in part by any negligent act or omission of the Subcontractor, anyone directly or indirectly employed by the Subcontractor, or anyone for whose acts the Subcontractor may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. 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 provision.
  - D. The Trade Contractor agrees with the terms of Article XV of the General Conditions.
- 2. The Construction Management At Risk Firm agrees to begin, prosecute and complete the entire work specified by the Public Agency in an orderly manner so that the Trade Contractor will be able to begin, prosecute, and complete the work described in this Trade Contract; and, in consideration thereof, upon notice from the Construction Management At Risk Firm, either oral or in writing, the Trade Contractor agrees to begin, prosecute and complete the work described in this Trade Contract in an orderly manner and in accordance with the Project Schedule attached as Exhibit C as it may be reasonably modified from time to time by agreement of the Construction Management At Risk Firm and the Trade Contractor.
  - 3. The Trade Contractor agrees to furnish to the Construction Management At Risk Firm within a reasonable time after the execution of this subcontract, evidence of workers' compensation insurance as required by law and evidence of public liability and property damage insurance of the type and in limits required to be furnished to the Public Agency by the Construction Management At Risk Firm.
  - 4. The Construction Management At Risk Firm agrees that no claim for services rendered or materials furnished by the Construction Management At Risk Firm to the Trade Contractor shall be valid unless written notice thereof is given by the Construction Management At Risk Firm to the Trade Contractor during the first ten (10) days of the calendar month following that in which the claim originated.
  - 5. This Trade Contractor Agreement is contingent upon the execution of an amendment to the contract between the Construction Management At Risk Firm and the Public Agency for the complete work of the Trade Contractor.

6. If the Trade Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to sub-trade subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Construction Management At Risk Firm, or otherwise be guilty of a substantial violation of any provision of the contract, then the Construction Management At Risk Firm may, without prejudice to any other right or remedy and after giving the Trade Contractor and his surety seven days' written notice, terminate the employment of the Trade Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method he may deem expedient. In such case the Trade Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the trade contact price shall exceed the expense of finishing the work including compensation for additional architectural, managerial and administrative services, such excess shall be paid to the Trade Contractor. If such expense shall exceed such unpaid balance, the Trade Contractor shall pay the difference to the Construction Management At Risk Firm. The Construction Management At Risk Firm and Trade Contractor shall have the right to seek damages for breach of this Trade Contract without terminating this Trade Contract or ceasing performance hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above-written.

SEAL

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
(Name of Subcontractor)

By: \_\_\_\_\_

SEAL

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
(Name of Construction Manager)

By: \_\_\_\_\_

**END OF SECTION 00700**



Document 00 72 00

**CONSTRUCTION MANAGER AT RISK CONTRACT**  
**GENERAL CONDITIONS OF THE CONTRACT**

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## **ARTICLE I** **DEFINITION OF TERMS**

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

**Advertisement:**

The Advertisement or Notice Inviting Bids or Proposals for the Work.

**Approval (or Approved):**

An approval in writing signed by the authorized signatory of the City of Worcester.

**Architect:**

The architect identified as the Designer in Article 1 of the Owner-CM Agreement. **As directed (As permitted, as required, as determined or words of like effect):** The direction, permission, requirement or determination of the City of Worcester unless otherwise stated in the Contract Documents. Similarly, *approved, acceptable, satisfactory* or words of like import shall mean approved by or acceptable or satisfactory to the Designer and the City of Worcester, except as may be otherwise determined by the City of Worcester.

**Building Code:**

All applicable rules and regulations to which the City of Worcester 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 Agency Use and Occupancy:**

A certificate signed by the Designer and the City of Worcester pursuant to the requirements of Article VI of these General Conditions of the Contract, indicating that the City of Worcester 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 City of Worcester, (3) any applicable written warranties, operating instructions and related materials have been delivered to the City of Worcester, 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 CM, signed by the Project Manager and designated as a Change Order, directing the CM 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 CM has given the City of Worcester written notice stating the date, circumstances, and source of the order and that the CM regards the order as a Change Order.

**Construction Manager, Contractor, CM and General Contractor:**

The person, corporation or other entity with whom the City of Worcester has executed the CM Agreement.

**Construction Manager's Key Personnel:**

The personnel listed in the Construction Manager's Proposal and Sections B.1, C.1, and C.2 of Exhibit GC of the Owner-CM Agreement, all of whom shall be dedicated to the Project on a full time basis, and which personnel shall include at a minimum the Project Executive, the Project Manager, the Superintendent (who shall be a properly licensed construction supervisor), and the Project Scheduler. Unless otherwise designated by the CM, the Project Executive shall have complete authority to act for the CM.

**Contract:**

The Contract formed by the Contract Documents.

**Contract Documents:**

The documents listed in Article 2 of the Owner-CM 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 constitutes full compensation to the CM for everything to be performed and furnished in connection with the Work and for all damages arising out of the performance of the Work for which the City of Worcester is responsible, and constitutes the maximum compensation regardless of any difficulty incurred by the CM in connection with the Work or in consequence of any suspension or discontinuance of the Work. See also definition of Guaranteed Maximum Price.

**Designer:**

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

**Drawings:**

The Drawings are 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.

**Engineer:** The Designer, except that the term "Resident Engineer" shall have the meaning otherwise specified herein.

**Final Acceptance:**

The written determination by the City of Worcester that the Work has been 100% completed, except for the CM'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.

**Guaranteed Maximum Price:**

Guaranteed maximum price", or "GMP", is the agreed total dollar amount for the construction management at risk services, including the cost of the work, the general conditions and the fees charged by the construction management at risk firm; also known as the Contract Price.

**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 Program Manager, the CM or the Project.

**Notice to Proceed (NTP):**

The written notice provided by the City of Worcester to the CM which authorizes the CM to commence the Work as of a date specified therein, from which date the times specified in Article 4 of the Owner-CM Agreement is measured. The City of Worcester may issue more than one NTP, including but not limited to separate NTPs for Preconstruction and Construction Services, in which case the date from which the time for completion of construction is measured shall be as stated in the appropriate NTP.

**Or equal (or words of like import):**

Equal in the opinion of the City of Worcester 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 Commonwealth of Massachusetts or political subdivision thereof, authority, or other instrumentality that will own the Work. This term may also be used interchangeably with the term "the City of Worcester."

**Plan(s):**

Drawing(s).

**Product Data:**

Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the CM or its Subcontractors and suppliers to illustrate materials or equipment for some portion of the Work. Product data shall 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 submitted by the CM Approved by the City of Worcester in accordance with the Contract Documents.

**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 separate contractors.

**Project Manager:**

The City of Worcester's representative assigned to the Project.

**Punch List:**

A list of items determined by the City of Worcester to be minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the Work for its intended purpose.

**Resident Engineer:**

The on-Site representative of the City of Worcester.

**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 City of Worcester 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 CM.

**Shop Drawings:**

Drawings, diagrams, details, schedules, and other data specially prepared for the Work by the CM 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 CM 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 CM or a subcontractor contracts in order to perform the Work, except as otherwise specifically provided or required herein or by Law. "Subcontractor" when used also means "Trade Contractor" except when otherwise specified.

**Substantial Completion:**

"Substantial completion" shall occur when (1) the CM 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 City of Worcester, less than one percent of the adjusted contract price, or (2) the CM substantially completes the work and the City of Worcester takes possession for occupancy, whichever occurs first.

**Superintendent:**

The licensed construction supervisor who is an employee of the CM 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 CM.

**Trade Contractor:**

Subcontractors under Contract with the CM to perform the work of the trades listed in paragraph 1.1 of the Procedures for Award of Subcontracts at Appendix C, and selected under the process authorized in M.G.L. c. 149A and Section I of the aforementioned Procedures by the CM. Sometimes referred to as "Filed Subcontractor" or "Filed Subbidder."

**Work:**

The Work consists of all 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 CM or that the Contract Documents require the CM to cause to be supervised, overseen, performed or furnished. The CM shall provide and perform for the Contract Price all of the duties and obligations set forth in the Contract Documents.

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 *General Requirements, or Specifications*.



## **ARTICLE II**

### **EXECUTION OF THE CONTRACT, SCOPE OF WORK, INTERPRETATION OF CONTRACT DOCUMENTS, DISTRIBUTION OF WORK, SUBCONTRACTS**

#### **1. Execution**

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

#### **2. Scope of Work**

The Work consists of all 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 CM or that the Contract Documents require the CM to cause to be supervised, overseen, performed or furnished. The CM 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 CM as a part of this Contract. Should a conflict occur in or between or among any parts of the Contract Documents that are entitled to equal preference, the better quality or greater quantity shall govern, unless the City of Worcester directs otherwise. Figured dimensions shall take precedence over scaled dimensions.

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

**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 issuance of the RFP for the contract 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 and Change Orders
- Second Priority: Owner-CM Agreement as amended
- Third Priority: General and Supplementary Conditions of the Contract as amended
- Fourth Priority: Drawings as amended -- 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 as amended
- Sixth Priority: Request for Proposals as amended
- Seventh Priority: CM's Proposal as amended

F. The CM shall refer to all of the Drawings, and to all of the sections of the Specifications, and shall perform all work reasonably inferable therefrom as being necessary to produce the indicated results. Neither the City of Worcester nor the Designer assumes any liability arising out of jurisdictional issues raised or claims advanced by Subcontractors, trade organizations or other interested parties based on the arrangement or manner of subdivision of the content of the Specifications and Drawings. In the event of any claim arising out of any duplication, conflict, inconsistency or discrepancy within the Specifications or on the Drawings as to the allocation of the Work among the Subcontractors the CM shall be solely responsible for resolving the claim and shall be responsible for ensuring that all of the Work is completed, regardless of where it appears in the Specifications or on the Drawings.

#### **4. Distribution of Work**

Other than as required by M.G.L. c. 149A and any other applicable provisions of the Massachusetts General Laws and these Contract Documents, the CM shall be responsible for distributing the Work in the best interests of the Project.

#### **5. Subcontracts**

Procedures for the award of contracts by the CM for the furnishing of labor, materials and equipment in the performance of the Work ("Subcontracts") shall be as specified in the procedures attached hereto as Appendix "C". The CM shall make no substitution for any Subcontractor previously selected without the prior written approval of the City of Worcester. The term Subcontractor also means Trade Contractor except when otherwise specified. The CM shall maintain and periodically update and distribute to the City of Worcester, the Program Manager and the Designer a Project Directory listing the names, addresses and telephone numbers of the principal members of the staff of each Subcontractor. The principal contact and a back-up for each Subcontractor and each of their home telephone numbers, mobile telephone numbers and pager numbers, if available, shall be indicated in the Project Directory so that such persons can be reached in emergency situations occurring beyond regular business hours.

All work shall be performed pursuant to written subcontracts. The CM shall use the Subcontract forms attached hereto in Appendix "D", for all Subcontractors. One form of Subcontract is to be used for all Trade Contractors selected for the trades listed in section 1.1 of the above referenced Procedures, and the other form is to be used for all Other Subcontractors. All subcontracts shall require the Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the CM by the terms of the Contract Documents, and to assume toward the CM all the obligations and responsibilities which the CM, by the Contract Documents, assumes toward the City of Worcester. Each Subcontract shall preserve and protect the rights of the City of Worcester under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights. The CM shall require each Subcontractor to enter into similar agreements with its Subcontractors. The CM shall provide to each proposed Subcontractor, prior to the execution of a Subcontract with such Subcontractor, copies of the Contract Documents to which the Subcontractor will be bound by this Paragraph. Each Subcontractor shall provide copies of such Contract Documents to its Subcontractors.

Each Subcontract shall provide that in the event of termination of the Contract due to the default of the CM or for any other reason, the City of Worcester shall have the right (but shall have no obligation) to assume, and/or accept assignment of and further assign to a general contractor or construction manager or other third party who is qualified and has sufficient resources to complete the Work, the rights of the CM under the Subcontract with such Subcontractor. In the event of such assumption or assignment by the City of Worcester, the Subcontractor shall have no claim against the City of Worcester or such third party for work performed by such Subcontractor or other matters arising prior to termination of the Contract, and the City of Worcester or such third party, as the case may be, shall be liable only for obligations to the Subcontractor arising after such assumption or assignment.

No Subcontract, and nothing contained herein or in any Subcontract, shall be construed to create any contractual relationship between any Subcontractor and the City of Worcester.

#### **6. Contract Price**

The Contract Price constitutes full compensation to the CM for everything to be performed and furnished in connection with the Work and for all damages arising out of the performance of the Work for which the City of Worcester is responsible, and constitutes the maximum compensation regardless of any difficulty incurred by the CM 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 City of Worcester, provided that the City of Worcester shall be under no obligation to do so. The City of Worcester 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 City of Worcester of any such rights and obligations, except that any Approval required to be obtained from the City of Worcester hereunder shall not be valid without the signature of the City of Worcester. The City of Worcester may explicitly overrule in writing any action, determination or decision of the Designer should the City of Worcester 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 CM. 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 City of Worcester may appoint another person to act as Designer for the purposes of this Contract. The City of Worcester shall give written notice to the CM of any such appointment.

##### **2. Right of Access to Work**

The City of Worcester, the User Agency and the Designer (and persons designated by them) may for any purpose enter upon the Work, the Site, and premises used by the CM, and the CM shall provide safe facilities therefor. Other contractors of the City of Worcester 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 CM and other contractors of the City of Worcester with respect to their work shall be initially resolved by the Designer.

##### **3. Inspection No Waiver**

No inspection by the City of Worcester 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 City of Worcester of any provision of this Contract.

**ARTICLE IV**  
**GENERAL PERFORMANCE OBLIGATIONS OF THE CM**

The CM 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 CM's obligations under any other provision of the Contract Documents, the CM shall for the Contract Price perform the following general obligations:

**1. Review of Contract Documents and Field Conditions**

A. Before commencing the Work, the CM 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 City of Worcester and shall at once report to the Designer any questions, errors, inconsistencies, or omissions.

B. Before commencing the Work, the CM shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the CM 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 CM shall supervise and direct the Work, using the CM's best skill and attention. The CM 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 CM 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 CM 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 coordinated by the CM.

D. The CM shall be responsible to the City of Worcester for the acts and omissions of the CM's employees, agents and Subcontractors of all tiers, and their agents and respective contractors employees, and other persons performing portions of the Work or supplying materials therefor.

E. The CM 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 CM 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 CM 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 CM 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 Contract Documents, or directed in writing by the Designer or the City of Worcester, Work shall be performed during regular Working Hours which, unless prescribed otherwise by applicable law, shall be 7:00 a.m. to 5:00 p.m. However, if the CM desires to carry on the Work outside of regular working hours or on Saturdays, Sundays, or Massachusetts or federal holidays then the CM shall provide 48 hours notice to allow satisfactory arrangements to be made for inspecting Work in progress and shall bear the costs of such inspection. the City of Worcester shall bill the CM directly for such costs.

**H.** Work performed outside of regular Working Hours without the consent or knowledge of the Designer and/or the City of Worcester shall be subject to additional inspection and testing as directed by the Designer. The cost of this inspection and testing shall be borne by the CM whether the Work is found to be acceptable or not. The City of Worcester 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 CM and/or to receive a payment from the CM of the amount of such cost.

### **3. Key Personnel**

The CM shall employ the Key Personnel as defined in Article I of the General Conditions unless otherwise agreed to by the City of Worcester. The Project Executive shall be the CM's senior person on Site and shall have full authority to accept communications to, make decisions for, and otherwise fully represent the CM in connection with all matters relevant to the Project. The CM's Project Manager(s) shall be responsible for one or more portions of the Work as assigned by the Project Executive. A Project Manager may be the designee of the Project Executive to exercise the Project Executive's responsibilities in the CM's Project Executive's absence. The Superintendent shall be properly licensed in accordance with the Building Code.

### **4. Labor**

**A.** The CM shall employ only competent workers. The CM shall enforce and shall require all its Subcontractors to enforce strict discipline and good order among their respective employees and other persons carrying out the Work. The CM shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. Whenever the Designer or the City of Worcester shall notify the CM 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 City of Worcester.

**B.** The CM shall ensure that all its Subcontractors 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 CM shall procure materials from such sources and shall manage its own forces and the forces of its Subcontractors in such a manner as will result in harmonious

labor relations on the Project Site. The CM shall cause persons to be employed in the Work who will work in harmony with others so employed.

**5. Notices and Permits**

A. The CM at its sole cost shall take out and pay for all approvals, permits, user fees, 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 CM shall comply with all Laws and shall give all notices required thereby.

C. Except as otherwise specified in this Contract, it is not the CM's responsibility to ascertain that the Contract Documents are in accordance with applicable Laws. However, if the CM observes that portions of the Contract Documents are at variance with the requirements of Laws, the CM shall promptly notify the Designer and the City of Worcester in writing, and necessary changes shall be accomplished by an appropriate Contract Modification.

D. If the CM performs Work knowing it to be contrary to Laws without giving such notice to the Designer and the City of Worcester, the CM shall bear full responsibility for such Work and all costs attributable thereto, including, without limitation, corrections to the Work.

**6. Lines, Marks, etc.**

The CM 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 CM.

**7. Excavation**

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

**8. Corrections to the Work; Inspection No Bar to Subsequent Corrections**

The inspection of the Work by the Designer, the City of Worcester or its consultants shall not relieve the CM of its responsibilities to fulfill the Contract obligations. Defective work may be rejected by the Designer, the City of Worcester or its consultants whether or not such work and/or materials have been previously overlooked or misjudged by the Designer, the City of Worcester or its consultants 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 CM shall forthwith correct such defect in a manner satisfactory to the Designer, the City of Worcester or its consultants. If any material brought upon the Site for use in the Work, or selected for the same, shall be rejected by the Designer, the City of Worcester or its consultants 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 CM shall forthwith remove such materials from the Site. The CM shall pay for

the cost of making good all work or property of other contractors or of the Owner 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.

#### **9. Intentionally Omitted**

#### **10. Sanitary Facilities**

The CM 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 Contract Documents.

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.

#### **11. Temporary Offices**

A. Except as otherwise specified in the Contract Documents, the CM shall erect the following temporary offices near the Site as directed by the Designer and adequately furnish and maintain them in a clean, orderly condition:

- (1) Refer to specification section 01500 Temporary facilities for additional information.

#### **12. Contract Documents and Samples at the Site**

A reasonable number of sets of Contract Documents will be furnished to the CM by the City of Worcester immediately after signing of the Contract, one of which shall be maintained at the Site for reference by authorized representatives of the City of Worcester. The CM shall maintain at the Site for the use and information of the City of Worcester 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 City of Worcester and shall be delivered to the Designer for submittal to the City of Worcester upon completion of the Work. The Drawings, Specifications and other documents prepared by the Designer, and copies thereof furnished to the CM, are for use solely with respect to this Project. The CM shall not permit their release to other parties except as may be necessary in dealing with governmental authorities in the ordinary course of permitting and constructing the Project. Further, they are not to be used by the CM or any Subcontractor or Supplier on other projects without the specific written consent of the City of Worcester and the Designer.

#### **13. Telephones**

The CM 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 Contract Documents and shall include provisions for incoming and outgoing calls: (1) in the CM's field office for the use of its authorized agents and (2) in the Resident Engineer's office for the use of the Designer and authorized agents of the City of Worcester.

#### **14. Safety Laws, Regulations, and Practices**

A. The CM shall comply with all health and safety Laws applicable to the Work.

Without limitation:

- (1) If the CM uses or stores 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 CM 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 CM discover unforeseen materials subject to Hazardous Materials Laws at the Site, the CM shall immediately notify the City of Worcester of such discovery.
- (3) The CM shall be responsible for the location of all utilities in connection with the Work. Without limiting the foregoing, the CM shall comply with Dig-Safe Laws. Dig-Safe is the Utility Underground Plant Damage Prevention System, 111 South Bedford Road, Burlington, MA 01803, 1-800-322-4844. The CM 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 CM 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 CM 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 CM.
- (4) The CM shall comply with Public Law 92-596, "Occupational Safety and

Health Act of 1970" (OSHA), with respect to all rules and regulations pertaining to construction, U.S. Code Title 29, sections 651 et seq. including Volume 36, numbers 75 and 105, of the Federal Register as amended, and as published by the U.S. Department of Labor.

- (5) The CM shall comply with M.G.L. c. 149, s. 129A, relative to shoring and bracing of trenches.

**B.** The CM shall take reasonable precautions to prevent damage, injury or loss to persons or property. Nothing herein shall relieve Subcontractors of their responsibility for the safety of persons and property, and for compliance with all Laws applicable to the Work and their activities in connection therewith. Without limitation, the CM 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 CM 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 CM shall promptly remedy all damage or loss to any such property caused in whole or in part by the CM, 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 CM shall:

- (1) post and maintain adequate danger signs and other warnings against hazards;
- (2) promulgate safety regulations and give appropriate notices to the City of Worcester 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 CM;
- (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 to 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; and
- (11) take prompt action to correct any dangerous or hazardous conditions.

C. The CM shall not use or store explosives in the performance of the Work unless the CM first obtains the City of Worcester's prior written specific Approval. If the City of Worcester Approves the use or storage of explosives during the performance of the Work, the CM 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.

D. The CM shall not permit cutting or welding in or immediately adjacent to existing property of the Owner or of anyone else without the City of Worcester's prior Approval in each instance.

E. The CM shall submit a safety plan to the City of Worcester and designate by notice to the City of Worcester a full time responsible member of its organization at the Site whose duties shall include preventing accidents.

F. The CM shall submit to the City of Worcester without delay verbal and written reports of all accidents involving bodily injury or property damage arising in connection with the Work.

G. In any emergency affecting the safety of persons or property the CM shall immediately act in the exercise of reasonable judgment to prevent threatened damage, injury, or loss. The CM shall immediately notify the City of Worcester of such emergency.

#### **15. Debris and Chemical Waste**

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

B. The CM 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 CM 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 CM shall bear all fees and costs in connection with such classification, removal, transportation, disposal and storage. The CM shall not permit any storage of debris or waste except in accordance with Laws.

C. The CM 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 Contract Documents. 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 CM shall immediately notify the Designer of any hazardous materials

release large enough to require reporting under applicable Laws. The CM shall be responsible for immediately cleaning up in accordance with Laws any oil or hazardous materials releases resulting from its operations. Any costs incurred in cleaning up any such releases shall be borne by the CM.

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

The CM shall provide "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 CM 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 City of Worcester, and shall meet such additional requirements as may be specified by the City of Worcester and by the Contract Documents.

**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 CM shall allow the City of Worcester 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 City of Worcester except that the CM 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 CM, Subcontractors, their agents and/or employees, or anyone for whose acts CM is responsible.

**18. Intentionally Omitted**

**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 CM shall take all action required to obtain the benefit of such sales tax exemption. The CM shall bear the cost of any sales taxes that CM incurs in connection with the Work and the City of Worcester shall not reimburse the CM for any such taxes. The exemption number assigned to the CM as an exempt purchaser shall be provided to the CM by the City of Worcester upon the written request of the CM.

**20. Final Cleaning**

At the completion of the Work, the CM 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 User Agency furniture, telephones, and equipment, the CM 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 Contract Documents, the CM shall compile four complete and identical binders of operating and maintenance data for the entire Work. The CM shall submit record maintenance data to the Designer for approval, shall submit approved maintenance data to the City of Worcester, and shall instruct and train the User Agency's personnel in proper inspection and maintenance procedures.

**22. Closeout Procedures**

The CM shall take all actions and submit all items required for the issuance of the Certificate of Agency Use and Occupancy and Final Acceptance as specified in the Contract Documents.

**23. Risk of Loss**

The CM 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 Agency Use and Occupancy has been issued pursuant to Article VI of these General Conditions of the Contract. Nothing herein shall limit the CM'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 CM 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.

The CM shall obtain prior written approval from the City of Worcester for permission to store materials or equipment to be incorporated in the Work, for which progress payments will be requested, at off-site locations. Any and all charges for storage, inspection and verification by the Designer and the City of Worcester, including insurance, shall be borne solely by the CM. Before approval, the City of Worcester may require, without limitation (i) evidence that the off-site location is properly secure, (ii) proper proof of insurance and proof of satisfactory contractual arrangements for transportation to the site, and (iii) a certificate from the CM stating:

- (1) The name of the member of the CM or Subcontractor that leases or owns the warehouse or other storage facility;
- (2) The location of such storage facility, including the storage space; *i.e.*, the entire premises or certain areas of a warehouse giving the number of floors or portions thereof, and a certification that the CM has visited such location, verified the storage of such material or equipment therein or thereon (including confirmation that the materials or equipment are marked and segregated as provided below), and verified payment of all current storage charges;
- (3) The date(s) on which the material or equipment is first stored at such facility; and
- (4) A description of the materials or equipment stored, including quantities, types, manufacturers and other identification information, such as serial numbers.

The CM shall furnish to the City of Worcester, not less often than once per month, a current inventory of all materials or equipment being stored at any off-site location.

The CM shall mark each sealed carton or other item with the name of the Project and the City of Worcester, and all materials or equipment stored off-site shall be segregated to

the extent required by the City of Worcester or the Designer.

Payment for materials or equipment stored off-site shall be at the reasonable discretion of the City of Worcester, taking into account the schedule requirements of the Work. Title to materials or equipment stored off-site shall be transferred at the time at which the City of Worcester pays for them, free of any lien or other interest of the Supplier or any other lien or encumbrance. Notwithstanding such transfer of title, the CM shall retain sole care, custody and control of, and shall have complete responsibility for the security and protection of, all materials or equipment included in any Application for Payment which are stored at locations other than the site, and the CM assumes all risk of loss or damage to such materials or equipment, and the CM shall hold harmless the City of Worcester from and against all liabilities arising out of or resulting from loss or damage, from any cause, to such materials or equipment for which payment is requested, including liens, security interests or other claims of any kind by Suppliers or other third parties relating to such materials or equipment.

**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 CM shall inform itself as to, and shall comply with, the provisions of M.G.L. c. 7, s. 23A, as amended, and shall abide by the same and all applicable rules, regulations and orders made thereunder in relation to the purchase of supplies and materials in the execution of the Work, including the provisions of M.G.L. c.7, s. 22, paragraph 17 which provides that there be *"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 CM 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 CM 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 CM, one to the Resident Engineer, one to the City of Worcester 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 CM from responsibility for proper fitting, coordinating, construction, and construction sequencing. The CM shall furnish to the City of Worcester and the Designer such information and vouchers relative to the Work, the materials therefor, 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 CM proposes to conform to the information given and the design concept expressed in the Contract Documents.

C. The CM 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 City of Worcester or of separate contractors. Submittals made by the CM which are not required by the Contract Documents or which do not comply with the Contract Documents may be returned without action. The CM's attention is directed to the provisions of Section 4 of this Article V and to the Specifications.

D. The CM 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 CM 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 CM represents that the CM 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 CM 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 CM has specifically informed the Designer in writing of such deviation at the time of submittal and the City of Worcester has given explicit written approval to the specific deviation. The CM 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 City of Worcester's actions.

H. The CM 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 an independent testing company with the prior Approval of the City of Worcester and may be rejected if it fails to comply with specified tests. the City of Worcester shall pay for all testing of specified material. If the CM requests permission to

use a material that was not specified, then the CM shall pay for such testing. The cost of testing of any materials that fail the testing criteria shall be borne by the CM

**B.** The CM shall notify the Designer and the City of Worcester 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 CM shall have no claim arising from CM'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 Designer and the City of Worcester (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 changes in the work made necessary to accommodate products or materials substituted as an "or equal" shall be at the expense of the CM. "Approved equal" shall mean an item with respect to which the City of Worcester shall have issued a written statement to the CM to the effect that the item is, in the City of Worcester's opinion, equal within the meaning of this paragraph to that prescribed in the Contract Documents.

**B.** The CM 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 CM 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 one hundred twenty (120) days prior to the date the materials will be used in the Work. In no event shall the CM maintain a claim for delays based upon the Designer's review of such substituted materials if the CM has failed to comply with the one hundred twenty (120) day submission requirement.

#### **5. Delivery and Storage of Materials; Inspection**

**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 CM so as to guarantee the preservation of their security, quality and fitness for the Work. Without derogating from the CM'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 City of Worcester personnel including travel, quarters, and subsistence shall be borne by the CM requesting the inspection of material stored outside the Commonwealth of Massachusetts as part of the Contract Price. The policy of the City of Worcester precludes the payment for material stored outside the boundaries of Massachusetts except in extremely limited circumstances with the express written consent of the City of Worcester. If the CM requests an inspection of material stored outside the Commonwealth of Massachusetts, the City of Worcester will initially pay for all expenses of inspecting the material incurred by the Designer and/or the City of Worcester's personnel including travel, quarters, and subsistence. The City of Worcester will then give CM an invoice for those costs and the CM 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 CM at the CM's expense.

F. The CM shall take charge of and be liable for any loss of or injury to the materials for its use delivered to or in the vicinity of the place where the Work is being done, whether furnished by the Owner or otherwise; the CM 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 may reject materials if the Designer 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 CM 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 CM fail to remove rejected material within a reasonable time, the City of Worcester may, in addition to any other available remedies, remove and/or replace the rejected material, and deduct the cost of such removal and/or replacement from any moneys due or to become due the CM. No extra time shall be allowed for completion of Work by reason of such rejection. The inspection of the Work shall not relieve the CM 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 CM shall forthwith make good such defect in a manner satisfactory to the Designer. Nothing in the Contract shall be construed as vesting in the CM 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 and in accordance with any conditions in the Notice to Proceed.

**B.** Prior to the submission of the first progress payment, CM shall submit and the City of Worcester shall approve a progress schedule which complies with the requirements of specification section 013200. Upon Approval by the City of Worcester, said schedule shall constitute the Progress Schedule. The CM shall comply with all requirements of said section 01310.

**C.** Time is of the essence of this Contract. The Work shall be completed within the time specified in the Owner-CM Agreement. Should the CM require additional time to complete the Work, the CM shall document the reasons therefor 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 CM from subsequently claiming any time extension due to said delay.

**D.** If, in the opinion of the Designer or the City of Worcester, the CM fails to comply with the Progress Schedule, the City of Worcester may give the CM a written notice to that effect. whereupon (1) the CM shall, if the notice requires, discontinue all or any portion of the Work (which discontinuance shall neither terminate the Contract nor give the CM any claim for an increase in the Contract Price, damages, or an extension of any completion deadlines); or (2) at CM'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 City of Worcester, shall have been sufficiently corrected.

**E.** If, in the opinion of the City of Worcester the CM fails to comply with the Progress Schedule, and whether or not the City of Worcester shall have given the CM a

notice described in D above, the City of Worcester may (but shall not be required to) give the CM written notice of such failure and five days to cure the same. Unless the CM shall within that five days take all necessary steps to do so (including, if the City of Worcester requires, increasing its forces, equipment and plant) and continue to do so until in the opinion of the City of Worcester the failure is corrected, the City of Worcester may at the CM'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 the City of Worcester'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 City of Worcester 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 CM to discontinue the Work at any time thereafter. The CM shall continue to perform the remaining Work under this Contract even if the City of Worcester elects to have another contractor perform a portion of the Work under this Article.

F. the City of Worcester shall deduct the cost of any actions the City of Worcester takes under this Article from any amount then due or which might have become due to the CM under this Contract had the CM performed as required. On demand, the CM shall pay the City of Worcester 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 City of Worcester'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 City of Worcester shall have no obligation to obtain competitive bids or the lowest cost for completing the Work or any part thereof, except when it is required by law. the City of Worcester's election to complete all or part of the Work shall not release the CM from any liability for failure to complete the Work as the Contract Documents require, and shall not entitle the CM 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 City of Worcester incurs in completing all or any portion of the Work is less than the amount that the Contract Documents attribute to that Work, the City of Worcester will pay or credit the difference to the CM, less any other costs and expenses that the City of Worcester 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 - CM Agreement, the City of Worcester has determined that its damages as a result of CM's failure to complete the Work to the point at which it qualifies for the issuance of a Certificate of Agency 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 CM shall pay to the City of Worcester the sum designated as liquidated damages in the Contract for each and every calendar day that the CM is in default in completing the Work to such point. Such moneys shall be paid as liquidated damages, not as a penalty, to cover losses and

expenses to the City of Worcester 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 CM shall pay to the City of Worcester the sum designated in the Contract for each calendar day that the CM is in default in completing such portion of the Work to such point. Such moneys 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 City of Worcester may recover such liquidated damages by deducting the amount thereof from any moneys due or that might become due the CM, and if such moneys shall be insufficient to cover the liquidated damages, then the CM or the Surety shall pay to the City of Worcester the amount due.

### **3. Delays: Statutory Provisions (M.G.L. c. 30, s. 39O)**

**A.** Notwithstanding any provision of this Contract to the contrary, except as otherwise provided by law as set forth in paragraph B below, the CM 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 City of Worcester, by the City of Worcester, the CM shall be entitled to an extension of time. The length of the extension shall be sufficient in the opinion of the City of Worcester for the CM to complete the Work. Although no delay shall increase the Contract Price, the City of Worcester may require that any change in the date by which the CM 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 City of Worcester increases the cost of performance to any Subcontractor, that Subcontractor shall have the same rights against the CM with respect to such increase as the CM shall have against the City of Worcester 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 CM 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 CM and "Awarding Authority" means the City of Worcester:

*"(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 CM agrees to the use and occupancy of the Project or any portion thereof before Final Acceptance of the Work by the City of Worcester.

**B.** the City of Worcester and the User Agency will cooperate with the CM with respect to the completion of the Work by taking such reasonable steps as may be possible to avoid interference with the CM's Work provided that they do not interfere with the proper functioning of the facility.

**C.** The CM 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 City of Worcester shall not relieve the CM 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.

#### **5. Certificate of Agency Use and Occupancy**

**A.** When the Work, or portion thereof which the City of Worcester agrees to accept separately has reached the state of Substantial Completion as shown on an Approved payment request, the CM shall develop, with the participation of the Designer and the City of Worcester, 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 Agency Use and Occupancy, the CM shall:

- (1) Provide CM's proposed Punch List containing a statement of the reason for each item listed thereon;
- (2) Advise the City of Worcester of proposed changes in insurance in accordance with the provisions of this Contract, and provide to the City of Worcester evidence of CM'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 City of Worcester 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 Agency Use and Occupancy for the Work or the designated portion thereof, unless otherwise provided in the Certificate of Agency Use and 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 Agency Use and Occupancy;
  - (6) Submit all preliminary record Drawings and documents and framed data in the forms required by the Contract Documents;
  - (7) Complete all items required to be completed by the Department of Public Safety and obtain a Certificate of Occupancy from the Department of Public Safety and similar releases which permit the User Agency and the City of Worcester 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 City of Worcester and obtain written receipts for same;
  - (9) Make final changes of lock cylinders or cores and advise the City of Worcester of the change of project security responsibility;
  - (10) Complete start-up of systems and instruct User Agency personnel on proper operation and routine maintenance of all systems and equipment; obtain and submit to Agency personnel that start-up and instruction have been completed;
  - (11) Remove all remaining temporary facilities that are no longer needed, surplus materials, and debris; (the CM shall not remove construction offices and trailers without the prior Approval of the City of Worcester);
  - (12) Submit final utility meter readings and similar information and advise the User Agency and the City of Worcester of the change of responsibility for utility charges and payments upon the issuance of the Certificate of Agency Use and 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 CM's Punch List.
  - (14) Complete such other items as may be called for in the Contract Documents, if any, or in the Specifications.

C. After completing the items specified in subsection B above, the CM shall make a written request for the Designer's inspection for a Certificate of Agency Use and Occupancy in accordance with the Contract Documents. The Designer shall review the submittals and the Work and shall either 1) sign a Certificate of Agency Use and Occupancy or 2) notify the CM of incomplete and/or incorrect Work that must be completed and corrected prior to the issuance of the Certificate of Agency Use and Occupancy. The Designer shall notify the CM of any additions to the Punch List. In connection with the execution of the Certificate of Agency Use and 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 CM of the obligation to complete all Work in accordance with the Contract Documents.

## **6. Final Acceptance of the Work**

**A. Prerequisites for Final Acceptance.** After the issuance of a Certificate of Agency Use and Occupancy for the entire Work, and after the CM has completed all of the Work required by this Contract, including Change Orders and Punch List Items, the CM shall submit the following completed items to the City of Worcester 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 City of Worcester.
- (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 CM has completed or corrected every item listed.
- (5) Evidence of CM'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 Public Safety 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 Public Safety; 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 CM that all remaining contract exceptions, omissions and incompletions have been completed (with the exception of CM'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 City of Worcester and the Designer shall inspect the Work to verify the completion of the same. If the Work is satisfactory, the City of Worcester shall prepare a Certificate of Final Acceptance or shall notify CM 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 CM shall schedule an appointment with the City of Worcester for a re-inspection of the Work with the City of Worcester, and shall thereafter inspect the work at the time scheduled. Based on this inspection and on prior inspections, the City of Worcester shall issue a "Warranty Repair List" of items to be corrected by the CM. The CM shall make the repairs and/or replacements listed within

30 days of the issuance of the Warranty Repair List unless otherwise agreed by the City of Worcester in writing.

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## **ARTICLE VII** **CHANGES IN THE WORK**

### **1. Change Orders Generally**

**A.** No changes in the Work, the Contract Price, the Substantial and Final Completion dates, or any other provision of an Approval by the City of Worcester of the Contract Documents shall be made in absence of a Change Order as defined in Article I of these General Conditions of the Contract, directing the CM to perform such changes. Any request for a change in the provisions of this Contract submitted by the CM must be made in writing and in accordance with the provisions of this Contract, including the procedures of the City of Worcester.

**B.** A request for a change in the provisions of this Contract may be submitted to the City of Worcester by the CM, Designer, Resident Engineer or User Agency. The request must be made in writing and in accordance with the provisions of this Contract, Laws, and the procedures of the City of Worcester. When the CM believes that an event or circumstance gives rise to an adjustment in the Contract Price and/or the Contract Time it shall submit a request for a change order in accordance with the forms and procedures required by the City of Worcester.

**C.** A written directive (sometimes called a Notice to Proceed or a Notice of Intent may be issued by the City of Worcester instructing the CM to make 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.

**D.** The CM shall immediately perform any changes in the work that are ordered by the City of Worcester.

**E.** Whenever a Change Order or written directive will cause a change in the CM's cost, the CM or the City of Worcester may request an adjustment in the Contract Price. Such request 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.

**F.** the City of Worcester and the CM 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 City of Worcester shall unilaterally determine the costs attributable to the change and provide the CM with a written notice to that effect. The CM may appeal the decision of the City of Worcester within thirty days of receipt of said notice, to the commissioner of the City of Worcester or his designee, and the CM shall have the right to such further appeal as is provided in M.G.L. c.30, s. 39Q set forth in Section 4.D of this Article VII. However, if the CM shall exercise its rights to appeal the decision of the City of Worcester as aforesaid, the CM shall be required to engage in the mandatory mediation procedures set forth in Section 5 of this Article VII.

**G.** During the negotiation of an equitable adjustment in the Contract Price,

the CM shall, if requested, provide the City of Worcester with all cost, pricing data and any other information or documentation used by it in computing the amount of the equitable adjustment, and the CM shall certify that the pricing data used was accurate, complete, current and reasonable. If the City of Worcester subsequently determines that the data submitted by the CM was incomplete, incorrect, not current, or unreasonable, the City of Worcester may exclude such data from consideration under the equitable adjustment request.

**H.** Whenever the Construction Manager is entitled or believes it is entitled to a Change Order adjusting the Contract Price, the Construction Manager shall maintain separate accounts (by job order or other suitable accounting procedure) of all costs incurred and attributable to such work. The Construction Manager shall maintain a computerized accounting system, acceptable to the City of Worcester, in which current information as to the status of all such work is maintained. The Construction Manager shall maintain such contemporaneous records as are necessary to provide a clear distinction between the costs of all Change Order Work and proposed Change Order Work, and the costs of other Work.

**I.** Notwithstanding any provisions in the Contract Documents to the contrary, no additional General Conditions Cost shall be due for any Change Order or portion of a Change Order resulting from or attributable to:

- (1) Increases in the cost of Allowance items;
- (2) Substitutions of equipment or materials which are functionally similar to equipment or materials specified in the Contract Documents; or
- (3) Sales and use taxes.

## **2. Methods of Computing Equitable Adjustments**

**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 City of Worcester:

- (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 CM 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 General Conditions, overhead, superintendence, fee, and profit; (5% of the allowance shall be paid to the CM and the Subcontractor shall be paid 15% of the Allowance).
- d) plus (or minus) the actual direct additional premium costs and expenses incurred as a result of collective bargaining agreements or other agreements between organized labor and employers, and plus (or minus) the actual direct premium cost of payment and performance bonds required of CM and Trade Subcontractors for this Contract.

**B.** If the net change is an addition to the Contract Price, it shall include the CM'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 CM's or Subcontractor'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.** Adjustments in Subcontractors made under the provisions of the Procedure for Award of Subcontracts shall not be considered Change Orders and shall not entitle the CM to any adjustments for overhead, profit, and superintendence, although the City of Worcester may require that such Contract adjustments be processed on standard Change Order and equitable adjustment forms.

### **3. Work Performed under Protest**

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

- (1) If the CM claims compensation for a change in the Work that is not deemed by the City of Worcester to be a change or to warrant additional compensation as claimed by the CM, the CM 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 City of Worcester a written statement of the nature of such work or claim. The CM 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 CM shall file to the

extent possible with the Resident Engineer, the Designer, and the City of Worcester, itemized statements of the details and costs of such work performed or damage sustained. The CM shall use the City of Worcester Daily Time and Materials Report found in the City of Worcester Form 13 to record all labor and material used. If the CM shall fail to make such statements to the extent possible, then the CM shall not be entitled to additional compensation for any such work or damages.

#### **4. False Claims. Statutory Provisions Regarding Changes**

**A. Criminal Penalties:** The CM'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 and M.G.L. c. 7, s. 42E-42I. The CM'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 the City of Worcester( 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.”*

**D. Change Order / Contract Interpretation Appeal Procedure (M.G.L. c. 30, s. 39Q):** The following provisions apply to every contract awarded by any state agency as defined by M.G.L. c. 7, s. 39A for the construction, reconstruction, alteration, remodeling, repair or demolition of any capital facility as defined by theaforesaid section 39A:

*"(a) Disputes regarding changes in and interpretations of the terms or scope of the contract and denials of or failures to act upon claims for payment for extra work or materials shall be resolved according to the following procedures, which shall constitute the exclusive method for resolving such disputes. Written notice of the matter in dispute shall be submitted promptly by the claimant to the chief executive official of the state agency which awarded the contract or his designee. No person or business entity having a contract with a state agency shall delay, suspend, or curtail performance under that contract as a result of any dispute subject to this section. Any disputed order, decision or action by the agency or its authorized representative shall be fully performed or complied with pending resolution of the dispute.*

*"(b) Within thirty days of submission of the dispute to the chief executive official of the state agency or his designee, he shall issue a written decision stating the reasons therefore, and shall notify the parties of their right of appeal under this section. If the official or his designee is unable to issue a decision within thirty days, he shall notify the parties to the dispute in writing of the reasons why a decision cannot be issued within thirty days and of the date by which the decision shall issue. Failure to issue a decision within the thirty-day period or within the additional time period specified in such written notice shall be deemed to constitute a denial of the claim and shall authorize resort to the appeal procedure described below. The decision of the chief executive official or his/her designee shall be final and conclusive unless an appeal is taken as provided below.*

*"(c) Within twenty-one calendar days of the receipt of a written decision or of the failure to issue a decision as stated in the preceding subparagraph, any aggrieved party may file a notice of claim for an adjudicatory hearing with the division of hearing officers or the aggrieved party may file an action directly in a court of competent jurisdiction and shall serve copies thereof upon all other parties in the form and manner prescribed by the rules governing the conduct of adjudicatory proceedings of the division of hearing officers. In the event an aggrieved party exercises his option to file an action directly in court as provided in the previous sentence, the twenty-one day period shall not apply to such filing and the period of filing such action shall be the same period otherwise applicable*

*for filing a civil action in superior court. The appeal shall be referred to a hearing officer experienced in construction law and shall be prosecuted in accordance with the formal rules of procedure for the conduct of adjudicatory hearings of the division of hearing officers, except as provided below. The hearing officer shall issue a final decision as expeditiously as possible, but in no event more than one hundred and twenty calendar days after conclusion of the adjudicatory hearing, unless the decision is delayed by a request for extension of time for filing post-hearing briefs or other submissions assented to by all parties. Whenever, because an extension of time has been granted, the hearing officer is unable to issue a decision within one hundred and twenty days, s/he shall notify all parties of the reasons for the delay and the date when the decision will issue.*

*Failure to issue a decision within the one hundred and twenty-day period or within the additional period specified in such written notice shall give the petitioner the right to pursue any legal remedies available to him without further delay.*

*"(d) When the amount in dispute is less than ten thousand dollars, a contractor who is party to the dispute may elect to submit the appeal to a hearing officer experienced in construction law for expedited hearing in accordance with the informal rules of practice and procedure of the division of hearing officers. An expedited hearing under this subparagraph shall be available at the sole option of the contractor. The hearing officer shall issue a decision no later than sixty days following the conclusion of any hearing conducted pursuant to this subparagraph. The hearing officer's decision shall be final and conclusive, and shall not be set aside except in cases of fraud."*

##### **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 CM appeals the decision of the chief executive officer of the City of Worcester or his designee described in Section 4.B above, the City of Worcester and the CM shall engage in good faith in a non-binding mediation process, which process shall be concluded within sixty days from the date that the CM 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 or Dispute Review Board 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 or a Dispute Review Board, the City of Worcester shall determine in its reasonable discretion the procedures to be followed and shall give the CM notice of the same in writing within 7 days of the date that the City of Worcester receives notice of the CM's appeal from the decision of the chief executive officer of the City of Worcester or his designee. The cost of the services of any mediator selected by one party to this Contract shall be borne by the party making the selection. 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 CM and the City of

Worcester.

## **ARTICLE VIII** **PAYMENT PROVISIONS**

### **1. Schedule of Values**

Before submission of the first request for payment under this Contract, the CM shall submit to the City of Worcester a schedule of values for its approval, which shall include all preconstruction activities as well as all construction activities and shall be in sufficient detail to reflect the various preconstruction activities and the major components of each construction trade (with relevant Subcontractors as well as MBE/WBEs noted), including quantities when requested, aggregating the GMP with detail for the Contingency 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 the City of Worcester may require. When Approved by the the City of Worcester, it shall constitute the Schedule of Values and shall be used only as a basis for the CM's requests for payments and credits, the first of which payments shall not be made until such Schedule of Values is approved by the City of Worcester.

### **2. Payment Liabilities of CM**

**A.** The CM shall pay to the City of Worcester all expenses, losses and damages, as determined by the City of Worcester , incurred in consequence of any default, defect, omission or mistake of the CM 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 CM has not satisfied the requirements for the issuance of a Certificate of Agency Use and Occupancy in accordance with Article VI, Section 5 of these General Conditions, by the date specified in the Owner-CM Agreement, the CM 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 the City of Worcester**

**A.** the City of Worcester may keep any moneys which would otherwise be payable at any time hereunder, and apply the same, or so much as may be necessary therefor, to (1) the City of Worcester 's expenditures for the CM's account, (2) to secure the City of Worcester's remedies against the CM for the CM'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 City of Worcester or any agency of the Commonwealth as a result of the failure of the CM to perform its obligations hereunder. the City of Worcester may retain, until all claims are settled, such

moneys as the City of Worcester estimates to be the fair value of the City of Worcester's claims against the CM, 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 City of Worcester may make such settlements and apply thereto any moneys retained under this Contract.

**B.** The CM 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 CM to the claimant for such labor and materials, the CM shall forthwith file with the City of Worcester a separate written statement of all inaccuracies in each claim and of the correct amount due from the CM to each claimant therefor, 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 CM the amount shown by the claims filed shall at the option of the City of Worcester be conclusively deemed to be the accurate amount due from the CM therefor in all accounting with the City of Worcester. If the moneys retained under this Contract are insufficient to pay the sums found by the City of Worcester to be due under the claims for labor and materials filed as aforesaid, the City of Worcester may, at its discretion, pay the same, and the CM shall repay to the City of Worcester all sums paid out. the City of Worcester 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 City of Worcester.

**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 CM 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 - CM 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 Resident Engineer and the Designer. It shall be the sole responsibility of the CM to deliver or cause to be delivered to the Resident Engineer (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 CM'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 Resident Engineer assigned to the Contract, the Designer shall be the designee. If there is neither a Resident Engineer 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 CM 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 CM 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 CM's representation that (1) the payment then requested to be disbursed has been incurred by the CM on account of the Work and is justly due to Subcontractors or, to the CM in the case of other Work performed by the CM 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 CM's attention is directed to the criminal penalties for false claims referenced in paragraph A above.

**C.** The CM 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 CM (or applicable subcontractor) on the form provided by the Awarding Authority that the CM (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 CM 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 CM 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 CM 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 CM in accordance with M.G.L. c. 30, s. 39K, which provides as follows:

*"Within fifteen days (30 days in the case of the commonwealth, including local housing authorities) after receipt from the contractor, at the place designated by the awarding authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the awarding authority will make a periodic payment to the contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority upon certification by the contractor that he is the lawful owner and that the materials are free from all encumbrances, but less (1) a retention based on its estimate of the fair value of its claims against the contractor and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and less (3) a retention not exceeding five percent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within sixty-five days after (a) 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 (b) the contractor substantially completes the work and the awarding authority takes possession for occupancy, whichever occurs first, the awarding authority shall pay the contractor the entire balance due on the Contract less (1) a retention based on its estimate of the fair value of its claims against the contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, or based on the record of payments by the contractor to the subcontractors under this contract if such record of payment indicates that the contractor has not paid subcontractors as provided in section thirty-nine F. If the awarding authority fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until fifteen days (twenty-four days in the case of the commonwealth) after receipt of such period estimate from the contractor, at the place designated by the awarding authority if such a place is so designated. The contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.*

*The awarding authority may make changes in any periodic estimate submitted by the*

*contractor and the payment due on said periodic estimate shall be computed in accordance with the change so made, but such changes or any requirement for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided, that the awarding authority may, within seven days after receipt, return to the contractor for correction, any periodic estimate which is not in the required form or which contains computations not arithmetically correct and, in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter. The provisions of section thirty-nine G shall not apply to any contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building to which this section applies.*

*All periodic estimates shall be submitted to the awarding authority, or to its designee as set forth in writing to the contractor, and the date of receipt by the awarding authority or its designee shall be marked on the estimate. All periodic estimates shall contain a separate item for each filed subtrade and each sub-subtrade listed in sub-bid form as required by specifications and column listing the amount paid to each filed subcontractor as of the date of the periodic estimate is filed. The person making payment for the awarding authority shall add the daily interest provided for herein to each payment for each day beyond the due date of receipt marked on the estimate.*

*A certificate of the architect to the effect that the contractor has fully or substantially completed the work shall, subject to the provisions of section thirty-nine J, be conclusive for the purposes of this section.*

*Notwithstanding the provisions of this section, at any time after the value of the work remaining to be done is, in the estimation of the awarding authority, less than 1 per cent of the adjusted contract price, or the awarding authority has determined that the contractor has substantially completed the work and the awarding authority has taken possession for occupancy, the awarding authority may send to the general contractor by certified mail, return receipt requested, a complete and final list of all incomplete and unsatisfactory work items, including, for each item on the list, a good faith estimate of the fair and reasonable cost of completing such item. The general contractor shall then complete all such work items within 30 days of receipt of such list or before the contract completion date, whichever is later. If the general contractor fails to complete all incomplete and unsatisfactory work items within 45 days after receipt of such items furnished by the awarding authority or before the contract completion date, whichever is later, subsequent to an additional 14 days' written notice to the general contractor by certified mail, return receipt requested, the awarding authority may terminate the contract and complete the incomplete and unsatisfactory work items and charge the cost of same to the general contractor and such termination shall be without prejudice to any*

*other rights or remedies the awarding authority may have under the contract. The awarding authority shall note any such termination in the evaluation form to be filed by the awarding authority pursuant to the provisions of section 44D of chapter 149."*

**6. Payment of Subcontractors (M.G.L. c. 30, s. 39F)**

The CM 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 the quoted provision shall be deemed to mean "within five (5) business days."

*"1 (a) Forthwith after the general contractor receives payment on account of a periodic estimate, the general Contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by that subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.*

*(b) Not later than the sixty-fifth day after each subcontractor substantially completes his work in accordance with the Plans and Specifications, the entire balance due under the subcontract less amounts retained by the City of Worcester as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the Awarding Authority shall pay that amount to the general contractor. The general contractor shall forthwith pay to the subcontractor the full amount received from the Awarding Authority less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.*

*(c) Each payment made by the Awarding Authority to the general contractor pursuant to subparagraphs (a) and (b) of this paragraph for the labor performed and the materials furnished by a subcontractor shall be made to the general contractor for the account of that subcontractor; and the Awarding Authority shall take reasonable steps to compel the general contractor to make each such payment to each such subcontractor. If the Awarding Authority has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the general contractor or which is to be included in a payment to the general contractor for payment to the subcontractor as provided in subparagraphs (1) and (2) the Awarding Authority shall act upon the demand as provided in this section.*

*(d) If, within seventy days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the general contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount retained by the Awarding Authority as the estimated cost of completing the incomplete and unsatisfactory items of work, the subcontractor may demand direct payment of that balance from the Awarding Authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the Awarding Authority, and a copy shall be delivered to or sent by certified mail to the general contractor at the same time. The*

*reply shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after the subcontractor has substantially completed the subcontract work. Within ten days after the subcontractor has delivered or so mailed the demand to the Awarding Authority and delivered or so mailed a copy to the general contractor, the general contractor may reply to the demand. The reply shall be by a sworn statement to or sent by certified mail to the Awarding Authority and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor and of the amount due for each claim made by the general contractor against the subcontractor.*

*(e) Within fifteen days after receipt of the demand by the Awarding Authority, but in no event prior to the seventieth day after substantial completion of the subcontract work, the Awarding Authority shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount (i) retained by the Awarding Authority as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the general contractor in the sworn reply; provided that the Awarding Authority shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The Awarding Authority shall make further direct payments to the subcontractor forthwith after the removal of the basis for deduction from direct payments made as provided in parts (i) and (ii) of this subparagraph.*

*(f) The Awarding Authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (5) in an interest-bearing joint account in the names of the general contractor and the subcontractor in a bank in Massachusetts selected by the Awarding Authority or agreed upon by the general contractor and the subcontractor and shall notify the general contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the general contractor and the subcontractor or as determined by decree of a court of competent jurisdiction.*

*(g) All direct payments and all deductions from demands for direct payments deposited in an interest bearing account or accounts in a bank pursuant to subparagraph (6) shall be made out of amounts payable to the general contractor at the time of receipt of a demand for direct payment from a subcontractor and out of amounts which later become payable to the General contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the Awarding Authority to the general contractor to the extent of such payment.*

*(h) The Awarding Authority shall deduct from payments to a General contractor amounts which, together with the deposits in interest bearing accounts pursuant to subparagraph (6) are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the general contractor.*

*(i) If the subcontractor does not receive payment as provided in subparagraph (1) or if the general contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the subcontractor and the subcontractor does not receive payment for same when due less the deductions provided for in subparagraph (1), the subcontractor may demand direct payment by following the procedure in subparagraph (4) and the general contractor may file a sworn reply as provided in that same subparagraph. A demand made after the first day of the month following that for which the subcontractor performed or furnished the labor and materials for which the subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the general contractor. Thereafter the Awarding Authority shall proceed as provided in subparagraph (e), (f), (g) and (h)."*

*(2) Any assignment by a subcontractor of the rights under this section to a surety company furnishing a bond under the provisions of section twenty-nine of chapter one hundred forty-nine shall be invalid. The assignment and subrogation rights of the surety to amounts included in a demand for direct payment which are in the possession of the Awarding Authority or which are on deposit pursuant to subparagraph (6) shall be subordinate to the rights of all subcontractors who are entitled to be paid under this section and who have not been paid in full.*

*(3) "subcontractor" as used in this section (I) for contracts awarded as provided in sections forty-four A to forty-four L, inclusive, of chapter one hundred forty-nine shall mean a person who files a sub-bid and received a subcontract as a result of that filed sub-bid or who is approved by the Awarding Authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the general contractor, (ii) for contracts awarded as provided in paragraph (1) of section thirty-nine M of chapter thirty shall mean a person approved by the Awarding Authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the general contractor, and (iii) for contracts with the commonwealth not awarded as provided in sections forty-four A to forty-four L, inclusive, of chapter one hundred forty-nine shall also mean a person contracting with the general contractor to supply materials used or employed in a public works project for a price in excess of five thousand dollars.*

*(4) A general contractor or a subcontractor shall enforce a claim to any portion of the amount of a demand for direct payment deposit as provided in subparagraph (6) by a petition in equity in the superior court against the other and the bank shall not be a necessary party. A subcontractor shall enforce a claim for direct payment or a right to require a deposit as provided in subparagraph (6) by a petition in equity in the superior*

*court against the Awarding Authority and the general contractor shall not be a necessary party. Upon motion of any party the court shall advance for speedy trial any petition filed as provided in this paragraph. Sections fifty-nine and fifty-nine B of chapter two hundred thirty-one shall apply to such petitions. The court shall enter an interlocutory decree upon which execution shall issue for any part of a claim found due pursuant to sections fifty-nine and fifty-nine B and, upon motion of any party, shall advance for speedy trial the petition to collect the remainder of the claim. Any party aggrieved by such interlocutory decree shall have the right to appeal therefrom as from a final decree. The court shall not consolidate for trial the petition of any subcontractor with the petition of one or more subcontractors or the same general Contract unless the court finds that a substantial portion of the evidence of the same events during the course of construction (other than the fact that the claims sought to be consolidated arise under the same general contract) is applicable to the petitions sought to be consolidated and that such consolidation will prevent unnecessary duplication of evidence. A decree in any such proceeding shall not include interest on the disputed amount deposited in excess of the interest earned for the period of any such deposit. No person except a subcontractor filing a demand for direct payment for which no funds due the general contractor are available for direct payment shall have a right to file a petition in court of equity against the Awarding Authority claiming a demand for direct payment is premature and such subcontractor must file the petition before the Awarding Authority has made a direct payment to the subcontractor and has made a deposit of the disputed portion as provided in part (iii) of subparagraph (5) and in subparagraph (6).*

***(5) In any petition to collect any claim for which a subcontractor has filed a demand for direct payment the court shall, upon motion of the general contractor, reduce by the amount of any deposit of a disputed amount by the Awarding Authority as provided in part (iii) of subparagraph (5) and in subparagraph (6) any amount held under a trustee writ or pursuant to a restraining order or injunction.***

#### **7. Final Payment; Release of Claims by CM**

Upon Final Acceptance of the Work the CM 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 Contract Documents. The CM agrees to execute a Certificate of Final Inspection, Release (with CM's own exceptions listed thereon) and Acceptance as a condition precedent to Final Payment. The acceptance by the CM of the Final Payment made as aforesaid, or the execution of the Certificate of Final Acceptance by the CM, shall constitute a release of the Owner, the City of Worcester, the Designer, and every member and agent of any of them, from all claims of and liability to the CM 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 CM in the Certificate of Final Inspection, Release and Acceptance. Final Acceptance shall not relieve CM 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 Agency Use and Occupancy by the City of Worcester or the date of Final Acceptance, whichever occurs first, any part of such Work shall in the reasonable opinion of the City of Worcester be defective or require replacing or repairing, or damage to other property of the Owner is caused by any defect in the Work, the City of Worcester shall notify the CM in writing to make the required repairs or replacements and repair such damage. If the CM shall neglect to commence such repairs or replacements to the satisfaction to the City of Worcester within ten (10) days from the date of the giving of such notice, then the City of Worcester may employ other persons to make the same. The CM agrees, upon demand, to pay to the City of Worcester 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 CM 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 Warranties**

**A.** The CM'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 Designer before final payment to the CM 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.

## **ARTICLE X** **MISCELLANEOUS LEGAL REQUIREMENTS**

### **1. CM to be Informed**

The CM 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 CM 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 CM, 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.

**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 CM shall comply with M.G.L. c. 149, s. 26- 27H. The prevailing wage schedule is found in Exhibit C to the Owner-CM Agreement, listing the prevailing minimum wage rates that must be paid to all workers employed in the Work. the City of Worcester 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 CM 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 CM 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 CM, 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 CM 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 CM 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 CM shall, and shall cause its Subcontractors to, submit weekly copies of their weekly payroll records to the City of Worcester. In addition, the CM and each Subcontractor shall furnish to the Executive Department of Labor within fifteen days after completion of its portion of the Work a signed statement in the form required by the City of Worcester.

**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 CM 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 CM 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 CM, 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 CM 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 CM 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 CM 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 CM 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 CM 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.

**J. Anti-Boycott Covenant (Executive Order #130).** The CM warrants, represents and agrees that during the time this Contract is in effect, neither it or any affiliated company, as hereafter defined, participates in or cooperates with an international boycott, as defined in Section 999(b) (3) and (4) of the Internal Revenue Code of 1954, as amended, or engages in conduct declared to be unlawful by M.G.L. c. 151E, s. 2. If there shall be a breach in the warranty, representation or agreement contained in this paragraph, then without limiting such other rights as it may have the Awarding Authority shall be entitled to rescind this contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the CM or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the Ownership interests of the CM; or which directly or indirectly owns at least 51% of the Ownership interests of the CM.

**K. CM's Agreements with Suppliers--Anti-Boycott Provisions.** (1)The CM shall not purchase or rent any materials, equipment, machinery, vehicles, or supplies for or in connection with the Work from any person or entity who does not sign, under pains and penalties of perjury, a certificate that recites: "The undersigned warrants, represents and agrees that during the time its agreement with {insert CM's name} is in effect for materials, supplies or equipment to be used in connection with the {insert the name of the Awarding Authority} Project No. {insert project number}, neither the undersigned or any affiliated company, as hereafter defined, participates in or cooperates with an international boycott, as defined in Section 999(b)(3) and (4) of the Internal Revenue Code of 1954, as amended, or engages in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the undersigned or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the undersigned; or which directly or indirectly owns at least 51% of the ownership interests of the undersigned."

- (1) The Awarding Authority shall not be obligated to pay the CM for the cost of any materials, supplies, or equipment purchased or rented from any individual or entity from whom the CM has not previously obtained and delivered to the Awarding Authority the certificate that the previous paragraph requires. The CM will immediately terminate its contract with any supplier who breaches the warranty, representation and agreement contained in the previous paragraph.
- (2) The CM shall include in the CM's agreement with any person or entity from whom the CM intends to purchase or rent any materials, equipment, machinery, vehicles or supplies for or in connection with the Work, (a) a

notice that this Contract obligates the CM to terminate the supply contract upon discovery of such breach of the sworn certificate delivered under subparagraph (1) and such termination shall be without liability to the CM or the Awarding Authority and (b) a provision which states: "The Governor or his designee, the secretary of administration and finance, and the state auditor or his designee shall have the right at reasonable times and upon reasonable notice to examine the books, records and other compilations of the undersigned vendor which pertain to the performance and requirements of this agreement to provide materials of any nature to the undersigned Contractor [CM} in connection with State Project No. (insert project number)."

L. Access to CM's Records (Executive Order #195). **The Governor or his designee, the secretary of administration and finance, and the state auditor or his designee shall have the right at reasonable times and upon reasonable notice to examine the books, records and other compilations of data of the CM which pertain to the performance and requirements of this Contract.**

## ARTICLE XI

### CM'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 the CM.

**Contract** means any Contract awarded, which is for an amount or estimated amount greater than one hundred thousand dollars.

**Independent Certified Public Accountant** 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 respect 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 City of Worcester.

**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, the City of Worcester, and the City of Worcester 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. Any request for a change in the provisions of this Contract submitted by the CM must be made in writing and in accordance with the provisions of this Contract, including the procedures of the City of Worcester.

**C.** The Contractor shall describe any change in the method of maintaining records or recording transactions which materially affects any statements filed with the City of Worcester including the date of the change and reasons therefor, 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 City of Worcester 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 City of Worcester 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:

- (1) 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
- (2) 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 the City of Worcester 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 the City of Worcester 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 City of Worcester to enter into this Contract (the "Bid Pricing Materials") for at least six years after the City of Worcester makes final payment under this Contract.

**ARTICLE XII**  
**EQUAL EMPLOYMENT OPPORTUNITY,**  
**NON-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM**

This Contract includes all provisions of the City of Worcester's "Equal Employment Opportunity, Non-Discrimination, and Affirmative Action Program" appearing in Appendix A to these General Conditions of the Contract attached hereto and incorporated herein by reference.

**ARTICLE XIII**  
**GOALS FOR PARTICIPATION BY**  
**MINORITY BUSINESS ENTERPRISES**  
**AND WOMEN BUSINESS ENTERPRISES**  
**(EXECUTIVE ORDER 390)**

This Contract includes all provisions of the City of Worcester's program relating to Goals for Participation by Minority Business Enterprises and Women Business Enterprises attached appearing in Appendix B to these General Conditions of the Contract attached hereto and incorporated herein by reference.

## **ARTICLE XIV** **INSURANCE REQUIREMENTS**

### **1. Insurance Generally**

**A.** The CM 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 CM'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 City of Worcester.

**C.** CM shall submit three originals of each certificate of insurance, acceptable to the City of Worcester, simultaneously with the execution of this Contract. Certificates shall show the City of Worcester and the Owner as an additional insured as to all policies of liability insurance and shall state that CM 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 City of Worcester. Contractor shall submit updated certificates prior to the expiration of any of the policies referenced in the certificates so that the City of Worcester 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, CM 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 CM shall file one certified copy of all policies with the City of Worcester within sixty days after Contract award. If the City of Worcester or the Owner is damaged by the CM's failure to maintain such insurance and to comply with the terms of this Article, then the CM 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 City of Worcester at least thirty days prior to the effective date thereof, which shall be expressed in said notice

**2. CM's Commercial General Liability**

A. The CM shall provide the following minimum general liability coverage with respect to the operations performed by CM and any employee, subcontractor, or supplier, unless a higher coverage is specified in Exhibit A to the Owner-CM Agreement, in which case the CM shall provide the additional coverage:

Bodily Injury	\$1,000,000 each occurrence
Property Damage	\$2,000,000 general aggregate, per project
Products & Completed Operations	\$1,000,000 annual aggregate
Personal & Advertising Injury	\$1,000,000 each occurrence
Medical Expenses	\$10,000
Fire Damage Liability	\$100,000

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* and CG2404 (11/85 edition) *Waiver of Subrogation in Favor of Owner*.

**3. Vehicle Liability**

A. The CM 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-CM Agreement, in which case the CM 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 CM 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 City of Worcester 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-CM Agreement, in which case the CM shall provide the additional coverage.

**5. Worker's Compensation**

A. The CM 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-CM Agreement, in which case the CM shall provide the higher coverage:

**Worker's Compensation**

Part One: Provide Statutory Minimum  
Employer's Liability — \$ 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-CM 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.

**6. Builder's Risk/Installation Floater/Stored Materials**

A. The CM shall provide coverage against loss or damage on all Work included in this Contract in an amount equal to the GMP. 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

CM'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 CM 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, Program Manager's and CM'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 CM 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 CM at no expense to the City of Worcester.

D. The policy or policies shall specifically state they are for the benefit of and payable to the City of Worcester, the CM, subcontractors 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 City of Worcester, the CM, 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 CM 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-CM Agreement, in which case the CM shall provide the higher amount:

<b><u>Umbrella Coverage</u></b>	<b><u>GMP Amount</u></b>
Under \$1,000,000	\$ 2,000,000
\$1,000,000 -- \$5,000,000	\$ 5,000,000
\$5,000,001-- \$10,000,000	\$ 10,000,000
\$10,000,001 and over	\$ 25,000,000

**8. Additional types of Insurance and Deductibles**

The CM shall provide such other types of insurance as may be required by Exhibit A to the Owner-CM Agreement. If the policies required herein contain deductible amounts, the CM shall be responsible for such deductible amounts, unless the City of Worcester specifically provides a written waiver to the CM.

## **ARTICLE XV** **INDEMNIFICATION**

### **1. Generally**

To the fullest extent permitted by law, the CM shall indemnify, defend (with counsel subject to the supervision of the Attorney General of the Commonwealth of Massachusetts as required by M.G.L. c. 12, s. 3) and hold harmless the City of Worcester 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 CM, 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 (CM, subcontractor and all such persons herein collectively called "CM's Personnel") of any Laws;
- violations of any provision of this Contract by CM or its subcontractors, suppliers or any other person or firm providing labor and/or materials for the work.;
- injuries to any persons or damage to any property in connection with the Work; or
- any act, omission, or neglect of CM's Personnel.

The CM 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 CM's Personnel against parties indemnified hereunder, the CM'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 CM 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 CM 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.

### **3. Survival**

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

## **ARTICLE XVI** **PERFORMANCE AND PAYMENT BONDS**

### **1. CM Bonds**

**A.** The CM shall provide performance and payment (labor and materials) bonds in the form provided by the City of Worcester, executed by a surety licensed by the Commonwealth of Massachusetts Division of Insurance. Each such bond shall be in the amount of the GMP.

**B.** If at any time prior to final payment to the CM, 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 CM shall, within 21 days of any such action listed above, provide the City of Worcester with new performance and payment bonds as described in Paragraph A above. Such bonds shall be provided solely at the CM's expense.

### **2. Subcontractor Bonds**

**A.** If the CM provided in its Guaranteed Maximum Price or other Proposal, that any or all subcontractors shall provide the CM 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 CM. Irrespective of whether the CM requests payment and performance bonds from their respective Subcontractors, the CM understands that if the Subcontractor defaults or is terminated, the CM shall have full responsibility for all costs and expenses related to said default or termination.

**B.** If the CM provided in its General Bid that Subcontractors shall provide bonds, and subsequently waives the requirement, the CM shall give the City of Worcester a written certification that the CM understands that if the Subcontractor defaults or is terminated, the CM shall have full responsibility for all costs and expenses related to said default or termination.

**ARTICLE XVII**  
**TERMINATION OF CONTRACT**

**1. Termination for Cause**

**A.** the City of Worcester 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 written notice thereof by the City of Worcester to the CM and any surety that has given bonds in connection with this Contract:

- (1) The CM has filed a petition, or a petition has been filed against the CM 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 CM without its consent and is not dismissed within sixty (60) days; or if the CM is generally not paying its debts as they become due; or if the CM becomes insolvent; or if the CM consents to the appointment of a receiver, trustee, liquidate, custodian or the like of the CM 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 CM makes an assignment for the benefit of creditors;
- (2) The CM 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 City of Worcester has determined that the rate of progress required for the timely completion of the Work is not being met;
- (3) The CM 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 CM 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 CM has failed to comply with Laws;
- (7) The CM fails to maintain, or provide to the City of Worcester evidence of the insurance or bonds required by this Contract, or
- (8) The CM has failed to perform the Work or any portion thereof as required by this Contract or has otherwise breached any material provision of this Contract.

**B.** the City of Worcester shall give the CM 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 City of Worcester may, at its option:

- (1) hold the CM and its sureties liable in damages for a breach of Contract;
- (2) notify the CM to discontinue all work, or any part thereof, and the CM 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 CM;
- (4) require the surety or sureties to complete the Work and perform all of the CM's obligations under this Contract.
- (5) take such other lawful action as is deemed by the City of Worcester to be in the best interest of the Commonwealth.

If the City of Worcester 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 CM and finish the Work at the CM's expense by whatever means the City of Worcester may deem expedient; and the CM shall cooperate at its expense in the orderly transfer of the same to a new contractor or to the City of Worcester as directed by the City of Worcester. In such case the City of Worcester shall not make any further payments to the CM 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 CM 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 CM 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 CM's account; or they may, at the option of the City of Worcester, be stored at the CM'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 required, in the opinion of the City of Worcester, 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 City of Worcester out of any moneys then due or to become due the CM under this Contract.

E. All sums damages, and expenses incurred by the Owner to complete the Work shall be charged to the CM. 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 CM, the CM shall be entitled to receive the difference. In case such expenses shall exceed the said sum, the CM shall pay the amount of the excess to the Owner.

## **2. Termination for Convenience**

A. the City of Worcester may terminate this Contract for convenience even though the CM is not in default by giving notice to the CM specifying in said notice the date of termination.

B. In case of such termination without cause, the CM 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 City of Worcester 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 CM 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. Lost profits shall not be payable. The payment provided in paragraph B above shall be considered to fully compensate the CM for all claims and expenses and those of any consultants, Subcontractors, and suppliers, directly or indirectly attributable to the termination.

### **3. CM's Duties upon Termination for Convenience**

Upon termination of this Contract for convenience as provided in Section 2 of this Article, the CM 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 City of Worcester in a safe condition; (5) transfer to the City of Worcester 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 XVIII**  
**MISCELLANEOUS PROVISIONS**

**1. No Assignment by CM**

The CM 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 City of Worcester and shall not, either legally or equitably, assign any of the moneys payable under this Contract, or CM's claims hereunder, unless with the like consent of the City of Worcester, whether said assignment is made before, at the time of, or after the execution of the Contract. The CM shall remain responsible for satisfactory performance of all Work sublet or assigned complying with all applicable requirements of the Contract. Consent of the City of Worcester shall not be deemed to constitute a representation or waiver of any right hereunder by the City of Worcester as to the qualifications or the responsibility of the CM or Subcontractor(s).

**2. Non-Appropriation**

The Commonwealth certifies that at the time of the execution of this Contract, sufficient appropriations exist and shall be encumbered to fund the Contract Price. Payments are subject to appropriation and shall be made only for work performed in accordance with the terms of this Contract. The CM shall not be obligated to perform, and shall not perform, work outside the scope of this Contract without an appropriate amendment to this Contract, and a sufficient appropriation(s) to support such additional work. The Commonwealth may immediately terminate or suspend this Contract in the event that the appropriation(s) funding this Contract is eliminated or reduced to an amount which will be insufficient to support anticipated future obligations under this Contract. Such termination shall be deemed a termination for convenience subject to the provisions of paragraph 2 of Article XVII of this Contract.

**3. Claims by Others Not Valid**

No person other than the CM and the surety on any bond given pursuant to the terms of this Contract shall acquire any interest in this Contract or any claim against the City of Worcester 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.

**4. No Personal Liability of Public Officials**

No public official, employee, or agent of the City of Worcester shall have any personal liability for the obligations of the City of Worcester 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.

**6. Choice of Laws**

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**

Unless directed otherwise in writing by the City of Worcester, CM shall use the standard forms in use by the Division of Capital Asset Management and Maintenance appearing in Appendix E to these General Conditions of the Contract.

**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 City of Worcester provided in this Contract shall be construed as cumulative and may be exercised simultaneously or in any order as determined by the City of Worcester in its sole discretion. the City of Worcester 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 CM shall be deemed given when hand delivered to the CM's temporary field office at or near the Site, or when deposited in the U.S. mail addressed to the CM at the CM's address specified in the Owner-CM Agreement, or when delivered by courier to either location. Unless otherwise specified in writing by the City of Worcester, notices and deliveries to the City of Worcester shall be effective only when delivered to the City of Worcester at the address specified in the Owner-CM Agreement and date-stamped at the reception desk or for which a receipt has been signed by the agent or employee designated by the City of Worcester to receive official notices.

**END OF SECTION 007200**

Section 00 72 00

# APPENDIX A

## **APPENDIX A**

The following provisions form Article XII of the General Conditions of the Contract between the City of Worcester and the Construction Manager.

### **EQUAL EMPLOYMENT OPPORTUNITY, NON-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM**

#### **1. Compliance Generally**

For purpose of this Article, "minority" refers to Asians, Blacks, Western Hemisphere Hispanics, Native Americans, and Cape Verdeans; "Commission" refers to the Massachusetts Commission Against Discrimination. During the performance of this Contract, the Construction Manager and all of its Subcontractors (hereinafter collectively referred to as the Contractor) shall comply with all applicable equal employment opportunity, non-discrimination and affirmative action requirements, including but not limited to the following:

#### **2. Non-Discrimination and Affirmative Action**

**A.** The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age, handicap, sexual orientation, or sex. The aforesaid provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising; recruitment layoff; termination; rates of pay or other forms of compensation; conditions or privileges of employment; and selection for apprenticeship. The Contractor shall comply with the provisions of M.G.L. c. 151B and all other applicable anti-discrimination and equal opportunity laws.

**B.** The Contractor shall comply with the provisions of Executive Order No. 246 entitled Revoking and Superseding Executive Orders Numbers 143 and 150, with respect to affirmative action programs for handicapped individuals, which is herein incorporated by reference and made a part of this Contract.

**C.** In connection with the performance of the Work, the Contractor shall undertake in good faith affirmative action measures designed to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, age, sexual orientation, or sex, and to eliminate and remedy any effects of such discrimination in the past. Such affirmative action shall entail positive and aggressive measures to ensure equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation, and in-service or apprenticeship training programs. This affirmative action shall include all action required to guarantee equal employment opportunity for all persons, regardless of race, color, religious creed, national origin, age, sexual orientation, or sex. A purpose of this provision is to ensure to the fullest extent possible an adequate supply of skilled tradesmen for future public construction projects.

**D.** If the Contractor shall use any subcontractor on any work performed under this Contract, the Contractor shall take affirmative steps to negotiate with qualified minority and women subcontractors. These affirmative steps shall cover both pre-bid and post-bid periods. It shall include notification to the State Office of Minority and Women Business Assistance or its designee, while bids are in preparation, of all products, work or services for which the Contractor intends to negotiate bids. In all solicitations either by competitive bidding or negotiation made by the Contractor either for work to be performed under a subcontract or for the procurement of materials or equipment, each potential subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under this Contract relative to non-discrimination and affirmative action.

**E.** As part of its obligation of remedial action under this Article, the Contractor shall maintain on this project not less than the percent ratio set forth in the Owner – Construction Manager Agreement of minority employee worker hours to total worker hours in each job category including but not limited to bricklayers, carpenters, cement masons, electricians, ironworkers, operating engineers, and those "classes of work" enumerated in M.G. L. c. 149, s. 44F.

F. In the hiring of minority journeypersons, apprentices, trainees and advanced trainees, the Contractor shall rely on referrals from a multi-employer affirmative action program approved by the Commission, traditional referral methods utilized by the construction industry, and referrals from agencies, not more than three in number at any one time, designated by the City of Worcester.

### 3. Liaison Committee. Reports and Records

A. At the option of the City of Worcester there may be established for the term of this Contract a body to be known as the Liaison Committee. The Liaison Committee shall be composed of one representative each from the Awarding Authority, and such other representatives as may be designated by the City of Worcester. The Contractor (or his agent, if any, designated by him as the on-Site equal employment opportunity officer) shall recognize the Liaison Committee as an affirmative action body, and shall establish a continuing working relationship with the Liaison Committee, consulting with the Liaison Committee on all matters related to minority recruitment, referral, employment and training.

B. The Contractor shall prepare projected staffing 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 Awarding Authority. The Contractor shall prepare weekly reports in a form approved by the Awarding Authority of hours worked in each trade by each employee, identified as minority or non-minority. Copies of these shall be provided at the end of each such week to the Awarding Authority and to the Liaison Committee.

C. Records of employment referral orders, prepared by the Contractor, shall be made available to the Awarding Authority on request.

D. A designee of the Awarding Authority shall each have right to access to the Site.

E. The Contractor shall comply with the provisions of M.G.L. c. 151B as amended, of the Massachusetts General Laws, both of which are herein incorporated by reference and made a part of this Contract.

F. The Contractor shall provide all information and reports required by the Awarding Authority on forms and in accordance with instructions issued by either of them and will permit access to its facilities and any books, records, accounts and other sources of information which may be determined by the Awarding Authority to affect the employment of personnel. This provision shall apply only to information pertinent to the Owner's supplementary affirmative action Contract requirements. Where information required is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Awarding Authority and shall set forth what efforts he has made to obtain the information.

### 4. Sanctions

A. Whenever the Awarding Authority believes the Contractor or any Subcontractor may not be operating in compliance with the terms of this Article, the City of Worcester shall directly, or through its designated agent, conduct an appropriate investigation, and may confer with the parties, to determine if such Contractor is operating in compliance with the terms of this Article. If the City of Worcester finds the Contractor or any Subcontractor not in compliance, it may make a preliminary report on non-compliance, and notify such Contractor in writing of such steps as will in the judgment of the Commission or its agent bring such Contractor into compliance. In the event that such Contractor fails or refuses to fully perform such steps, the City of Worcester **may** make a final report of non-compliance, and recommend the imposition of one or more of the sanctions listed below. If, however, the City of Worcester believes the Contractor or any Subcontractor has taken or is taking every possible measure to achieve compliance, it shall not make a final report of non-compliance. Within fourteen days of the receipt of the recommendations, the Awarding Authority shall move to impose one or more of the following sanctions, as it may deem appropriate to attain full and effective enforcement:

- (1) The recovery by the Awarding Authority from the Contractor of 1/100 of 1% of the Contract award price or \$1,000 whichever sum is greater, in the nature of liquidated

damages or, if a Subcontractor is in non-compliance, the recovery by the Awarding Authority from the Contractor, to be assessed by the Contractor as a back charge against the subcontractor, of 1/10 of 1% of the sub-Contract Price, or \$400 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 time as the Contractor or any subcontractor is able to demonstrate his compliance with the terms of the Contract;
- (3) The termination, or cancellation, of the Contract, in whole or in part, unless the Contractor or any Subcontractor is able to demonstrate within a specified time his compliance with the terms of the contract;
- (4) The denial to the Contractor or any subcontractor of the right to participate in any future contracts awarded by the Awarding Authority for a period of up to three years.

**B.** If at any time after the imposition of one or more of the above sanctions a Contractor is able to demonstrate that it is in compliance with this Article, the Contractor may request the Awarding Authority to suspend the sanctions conditionally, pending a final determination by the Commission as to whether the Contractor is in compliance. Upon final determination, the Awarding Authority, shall either lift the sanctions or reimpose them.

**C.** Sanctions recommended by the Commission and enumerated under Section A above shall not be imposed by the Awarding Authority except after an adjudicatory proceeding, as that term is used in M.G.L. c. 30A, has been conducted. No investigation by the City of Worcester or its agent shall be initiated without prior notice to the Contractor.

**D.** Notwithstanding the provisions of 4A-4C above, if the Awarding Authority determines after investigation that the Contractor or any Subcontractor is not in compliance with the terms of this Article, it may suspend any payment or portion thereof due under the Contract until the contractor demonstrates to the satisfaction of the Awarding Authority compliance with the terms of this Article. This temporary suspension of payments by the Awarding Authority is separate from the sanctions set forth in Section 4A-4C of this Article above, which are determined by MCAD and recommend to the Awarding Authority. Payment may be suspended only after the Contractor and any other interested party shall have been given the opportunity to present evidence in support of its position at an informal hearing held by the Awarding Authority, and the Awarding Authority has concluded upon review of all the evidence that such penalty is justified. Payment shall not be suspended if the Awarding Authority finds that the Contractor made its best efforts to comply with this Article, or that some other justifiable reason exists for waiving the provisions of this Article in whole or in part.

Section 00 72 00

# APPENDIX B



## ATTACHMENT A

### **PROCEDURE FOR PRE-ADVERTISING ADJUSTMENT OF MBE/WBE PARTICIPATION GOALS**

#### **A. Affirmative Marketing Participation Goals:**

The combined goals below were established by the Division of Capital Asset Management and Maintenance (DCAMM) and the Supplier Diversity Office (SDO) and require a reasonable representation of both MBE and WBE firms.

**Design Participation:** Combined MBE/WBE goal of (17.9%)

**Construction Participation:** Combined MBE/WBE goal of (10.4%)

All documentation submitted in connection with MBE/WBE credit must be true, accurate and correct to the best of your knowledge. Your signature on any MBE/WBE goal-related document means that you have read and understand it. Any false claims for MBE/WBE credit are subject to the Massachusetts False Claims Act and any applicable civil or criminal penalties as determined by the Massachusetts Attorney General's office.<sup>1</sup>

#### **B. Criteria for Adjustment of Goals:**

An Awarding Authority may file a written request for the adjustment of participation goals with the Executive Director of the SDO prior to the advertising of the contract.<sup>2</sup> Factors that may be considered include any or all of the following:

- Actual availability of SDO certified Minority-Owned Business Enterprises (MBE) or Women-Owned Business Enterprises (WBE);
- The geographic location of the project;
- The scope of work of the project including the opportunities for sub-contracting and subdividing the work and other relevant factors; and
- The SDO, at the request of the awarding authority or any perspective bidder may agree to assist in MBE/WBE outreach. The SDO is not required nor obligated to do this. It is a complementary service provided, and one the SDO strongly suggests be taken advantage of.

#### **C. Project Thresholds:**

Participation Goals<sup>3</sup> can be adjusted by the Awarding Authority without filing a formal request with SDO if the total estimated construction or design cost is \$100,000 or less.

#### **D. Supporting Documentation for Design and Construction Projects will include, but are not limited to the following:**

1. Documents to support a reduction/waiver request should include a general description of the project, a copy of the detailed project estimates and the deadline for placement of project advertisement;
2. The reasons that the Awarding Authority or its representative is requesting a reduction/waiver of the MBE/WBE participation goals;
3. Documentation that there may be a lack of eligible MBE/WBEs to perform the design or construction contract work after reviewing the SDO Business Directory;
4. Documentation that all subcontracting opportunities were identified and made available to meet the MBE/WBE participation goals;
5. The Awarding Authority may also submit any other information supporting its request for adjustment of the MBE/WBE participation goals; and
6. All applicable sections of the **Massachusetts False Claims Act** as well as any related civil or criminal penalties as determined by the Massachusetts Attorney General are incorporated by reference into this document.<sup>4</sup>

#### **E. Request for Adjustment of Design and Construction Goals:**

1. Requests by an Awarding Authority for Adjustment of MBE/WBE Participation Goals must be submitted in writing no less than ten (10) working days before the deadline for placement of advertisements for the contract. Applications should be directed to the SDO Director of Construction Reform, One Ashburton Place, Room 1017, Boston, MA 02108 or by e-mail to: [John.B.Fitzpatrick@state.ma.us](mailto:John.B.Fitzpatrick@state.ma.us).
2. Requests for adjustments on Design and Construction Goals must be applied for separately and are not interchangeable. Participation credits for modular projects can be awarded under either the design or construction goals, but not both.
3. The written request for the reduction/waiver must include the reasons for it and all supporting documentation.
4. The SDO will provide a written response prior to the advertising deadline.

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<sup>1</sup> See generally, MG.L. c.12, §§5A-5O, inclusive.

<sup>2</sup> In rare instances after advertising and before bidding based on new information you may request an adjustment post-advertisement. Any adjustment granted must be the subject of an Addendum.

<sup>3</sup> For state-assisted building projects.

<sup>4</sup> See generally, MG.L. c.12, §§5A-5O, inclusive.

## ATTACHMENT B

### PROCEDURES FOR PRE-BID REDUCTION/WAIVER OF MBE/WBE PARTICIPATION GOALS

#### A. Affirmative Marketing Participation Goals:

The combined goals below were established by the Division of Capital Asset Management and Maintenance (DCAMM) and the Supplier Diversity Office (SDO) and require a reasonable representation of both MBE and WBE firms.

**Design Participation:** Combined MBE/WBE goal of (17.9%)  
**Construction Participation:** Combined MBE/WBE goal of (10.4%)

All documentation submitted in connection with MBE/WBE credit must be true, accurate and correct to the best of your knowledge. Your signature on any MBE/WBE goal-related document means that you have read and understand it. Any false claims for MBE/WBE credit are subject to the Massachusetts False Claims Act and any applicable civil or criminal penalties as determined by the Massachusetts Attorney General's office. <sup>1</sup>

#### B. Criteria for Adjustment of Goals: <sup>2</sup>

Potential Bidders may request a written adjustment before bids are submitted. An awarding authority cannot grant an adjustment of goals. Only the SDO has the authority to do this. Written requests must demonstrate that there is no feasible way to meet established contract goals and that a "Diligent Good Faith Effort" was made to comply. The request for reduction/waiver will ultimately be decided by the SDO. Factors that may be considered include any or all of the following:

- Actual availability of certified Minority- and/or Women-Owned Business Enterprises (MBE/WBEs);
- The geographic location of the project;
- The scope of work of the project including the opportunities for sub-contracting and subdividing the work;
- Documentation that shows the Bidder attempted in a diligent good faith effort to fulfill contract goals and was unable to do so; and
- Other relevant factors;

Although the SDO is not obligated to do so, the SDO may agree to assist either an awarding authority or any potential bidder with its MBE/WBE outreach. **We strongly encourage you to use this service.**

#### C. Required Supporting Documentation from Potential Construction Bidders:

- Using the SDO Reduction/Waiver Request form, the Bidder must prove that notices were sent to certified firms.
- They must break down larger scopes of work into its smallest component parts so that the widest available pool of ready, willing and able certified MBE/WBE firms may participate;
- In the event that an individual scope of work was not made available to ready, willing and able certified firms in certain trade categories,<sup>3</sup> a bidder must explain why in writing. Follow up documentation such as phone logs, or e-mail may be required to determine with certainty whether the firms were interested in performing the work.
- Additional documentation of reasonable efforts on the part of the Bidder to assist a potential MBE/WBE firm may include items such as, but not limited to: (a) bonding, insurance, lines of credit or any other type of assistance; or (b) evidence that the Bidder placed advertisements in appropriate media and trade association publications.
- The Bidder shall also submit any other information reasonably requested by the Awarding Authority.

#### D. Process for Requesting Waiver/Reduction of Construction Goals:

Requests from prospective general Bidders to reduce or waive the MBE/WBE participation goals must be written. An awarding authority must receive such requests no later than **ten (10) working days** before the general bids are due. Requests submitted beyond this deadline will not be considered.

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<sup>1</sup> See generally, MG.L. c.12, §§5A-5O, inclusive.

<sup>2</sup> Applies to waivers and reductions.

<sup>3</sup> Other than work performed by filed Sub-Bidders.

**ATTACHMENT C MODEL  
BIDDING INSTRUCTIONS**

**A. Affirmative Marketing Participation Goals:**

Each Municipality must enforce the current Affirmative Marketing Goals developed by the Division of Capital Asset Management and Maintenance (DCAMM) and Supplier Diversity Office (SDO) as follows:<sup>1</sup>

**Design Participation:**                      **Combined MBE/WBE goal of (17.9%)**  
**Construction Participation:**            **Combined MBE/WBE goal of(10.4%)**

All documentation submitted in connection with MBE/WBE credit must be true, accurate and correct to the best of your knowledge. Your signature on any MBE/WBE goal-related document means that you have read and understand it. Any false claims for MBE/WBE credit are subject to the Massachusetts False Claims Act and any applicable civil or criminal penalties as determined by the Massachusetts Attorney General's office.<sup>2</sup>

**A. MBE and WBE Participation Requirements:**

1. Compliance with the requirements of this Section is a pre-requisite for receiving a Contract Award. The Contractor must utilize a reasonable representation mix of both MBE and WBE firms whose collective participation either meets or exceeds the overall combined contract goal. Both MBE and WBE firms shall have an opportunity to work on public projects with a combined MBE/WBE goal.
2. Projects with a combined goal must include a reasonable representation of **both MBE and** WBE firms to meet or exceed the combined goal. Both categories must be reflected in the participation goals, e.g. bidders who meet the participation goals of one category, such as MBE, must still find WBE representation. Combined contract participation goals must be reported and tracked separately.
3. The MBE and WBE participation goals for this Contract are set forth above. The Awarding Authority reserves the right to accept and review written requests but does not have the authority to reduce or waive the MBE or WBE participation goals established for this contract. Waivers or reductions of MBE/WBE participation are contingent on the following: (a) MBE/WBE availability, (b) geographic location, (c) scope of work, (d) the percentage of work available for subcontracting to MBE/WBEs and/or (e) other relevant factors including documentation by General Bidder showing a **Diligent, Good Faith Effort** to secure commitments from MBE/WBE subcontractors. If these criteria are met, the Awarding Authority may submit the General Bidders request along with all the foregoing documentation to the Executive Director of the Supplier Diversity Office (SDO) for final determination.
4. All contracts shall provide MBE/WBE firms with contracting opportunities. If a bidder fails to make a subcontracting opportunity available to certified MBEs/WBEs, it must explain why in writing. The Bidder shall also demonstrate that, where commercially reasonable, subcontracts were divided into smaller scopes or tasks capable of being performed by MBE/WBEs.
5. A successful bidder must provide notice of: (a) each MBE/WBE solicited, and (b) each MBE/WBE listed in the SDO directory under the applicable trade category that was not solicited and reasons therefore. The Bidder shall also state the date that notices were mailed and provide a copy of the written notice(s) sent.
6. Reasonable follow up efforts include written notices sent to MBE/WBEs with telephone calls or personal visits in order to determine with certainty whether the MBE/WBEs were interested in performing the work. Phone logs or other documentation must be submitted.
7. A statement of the response received from each MBE/WBE solicited, including the reason for rejecting any MBE/WBE who submitted a bid or proposal may also be provided
8. If MBE/WBEs have difficulty obtaining bonding, insurance or lines of credit to participate in the project, prospective bidders must show reasonable efforts were made to assist MBE/WBEs to obtain bonding, insurance, or lines of credit.
9. Reasonable efforts may also include whether a Bidder placed advertisements in appropriate media and trade association publications announcing the Bidder's interest in obtaining bids or proposals from MBE/WBEs, and/or sent written notification to MBE/WBE economic development assistance agencies, trade groups and other organizations notifying them of the Contract and the work to be subcontracted by the Bidder to MBE/WBEs. The Bidder shall also submit any other information reasonably requested by the Awarding Authority to show that the Bidder has taken all possible reasonable steps to achieve the MBE/WBE participation goals.
10. If **filed Sub-Bids** are solicited for this Contract, requests to reduce or waive the MBE/WBE participation goals must be received by the Awarding Authority no later than ten (10) working days after the list of filed Sub-Bidders is sent by the Awarding Authority to persons who have taken out plans for the Contract. If there are no filed Sub-Bids solicited for this Contract, requests to reduce or waive the MBE/WBE participation goals for this Contract must be received by the Awarding Authority no later than ten (10) working days before the date set for the receipt of general Bids. **The Awarding Authority Will Not Consider Any Request To Reduce Or Waive The MBE/WBE Participation Goals For This Contract That Is Received After These Deadlines.**
11. Within five (5) working days after the opening of general Bids, the low Bidder shall submit the following documents to the Awarding Authority's Affirmative Marketing Construction Officer (AMCO): (a) a completed Schedule for Participation by MBE/WBE ("Schedule for Participation") in the form provided by the Awarding Authority showing MBE/WBE participation in amounts equal to or exceeding the MBE/WBE participation goals for this Contract, (b) a completed Letter of Intent in the form provided by the Awarding Authority for each MBE/WBE listed in the Schedule for Participation, and (c) the most recent SDO

<sup>1</sup> Periodically, goals may be changed or adjusted. Check the [SDO web site](#) for current MBE/WBE participation goals.

<sup>2</sup> See generally, MG.L. c.12, §§5A-5O, inclusive.

certification letter for each MBE/WBE listed in the Schedule of MBE/WBE Participation showing that the MBE/WBE is certified in the area of work for which it is listed on the Letter of Intent.

12. Each Letter of Intent shall describe the work to be performed by the MBE/WBE (the “ MBE/WBE ”)with enough specificity to allow an awarding authority to determine which specific items count for MBE/WBE participation credit. The Awarding Authority reserves the right to reject any Letter of Intent if the price to be paid for the MBE/WBE Work does not bear a reasonable relationship to the value of such work under the Contract.
13. Within five (5) working days after receipt of the Schedule for MBE/WBE Participation, Letters of Intent, and most recent SDO certification letter, the Awarding Authority shall review and either approve or disapprove the apparent low Bidder s submissions. If the apparent low Bidder has not submitted an appropriate Schedule for MBE/WBE Participation and appropriate Letters of Intent and SDO most recent certification letter establishing that the MBE/WBE participation goal for the project will be met, the apparent low Bidder will be considered ineligible for Award of the Contract and the Awarding Authority will Award the Contract to the second lowest eligible and responsible Bidder, subject to said Bidder s compliance with these conditions. If funds are insufficient to award to the second lowest Bidder, the project may have to be re-bid.
14. General Conditions of the Contract require the Contractor to submit, within thirty (30) days of the Contract Date, copies of current certification letters for all subcontractors, signed subcontracts with all subcontractors or a purchase order or invoice from each material supplier and/or manufacturer listed on the Schedule for MBE/WBE Participation.
15. A filed sub-Bidder is not required to submit a Schedule of MBE/WBE Participation with its Bid. It may submit a Letter of Intent with its Bid if it is a SDO certified MBE/ WBE. If a filed sub-Bidder intends to sub-subcontract work to a SDO certified MBE/WBE, and the awarding authority permits limited sub-sub-contracting for purposes of MBE/WBE participation, and the filed sub-Bidder wishes that sub-subcontract to be credited toward the participation goals for this Contract, the filed sub-Bidder should submit a Letter of Intent from that MBE/WBE with its Bid.

**ATTACHMENT D     MODEL**  
**CONTRACT INSTRUCTIONS FOR**  
**MUNICIPAL CONTRACTS AND STATE ASSISTED BUILDING PROJECTS**

**A. Affirmative Marketing Participation Goals:**

The combined goals below were established by the Division of Capital Asset Management and Maintenance (DCAMM) and the Supplier Diversity Office (SDO) and require a reasonable representation of both MBE and WBE firms:

<b>Design Participation:</b>	<b>Combined MBE/WBE goal of (17.9%)</b>
<b>Construction Participation:</b>	<b>Combined MBE/WBE goal of (10.4%)</b>

All documentation submitted in connection with MBE/WBE credit must be true, accurate and correct to the best of your knowledge. Your signature on any MBE/WBE goal-related document means that you have read and understand it. Any false claims for MBE/WBE credit are subject to the Massachusetts False Claims Act and any applicable civil or criminal penalties as determined by the Massachusetts Attorney General's Office.<sup>1</sup>

**B. MBE/WBE Participation Credit:**

1. MBE and WBE participation goals are not interchangeable.
2. Participation credit is only given for actual contract work performed by currently certified MBE, WBE or M/WBE firm.
3. If the firm awarded the contract is itself currently certified as a MBE/WBE, 100% participation credit will be given for the work performed.
4. If the prime contractor is not a certified firm, it shall only receive credit for the portion of work completed by the certified firm.
5. MBE/WBE participation credit will be given to a supplier **only** if they are regularly engaged in sales of equipment or supplies to the construction industry from an established place of businesses and bear the risk of loss for product sold prior to delivery to a customer.
6. A contractor can count only 10% of the contract price towards an MBE or WBE goal on DCAMM projects.

**C. Establishing MBE/WBE Status:**

1. A business will be eligible for participation credit only if it has been certified by the Supplier Diversity Office (SDO) as a minority business enterprise (MBE) or a woman business enterprise (WBE).
2. Certification as a MBE/WBE **by any other agency other than SDO does not** confer the status to the firm for the purposes of contract participation credit.
3. Participation credit shall only be given to firms which are certified at the time of contract award
4. A firm currently being initially reviewed as part of the certification process cannot be used by a contractor towards MBE/WBE participation credit.

**D. Performance of Contract Work by MBE/WBEs:**

1. Only currently certified MBE/WBE firms count towards participation goals. If during the course of a contract, a SDO certified MBE/WBE firm is decertified their participation credit will be counted up until the date of decertification
2. An awarding authority will not grant MBE/WBE participation credit unless the contract work is actually completed by a certified SDO MBE/WBE firm. No credit will be given for work done by others or for work not on a MBE/WBE schedule of participation.
3. Once a letter of intent and a MBE/WBE letter of participation are approved, a contractor may not perform this same work using its own staff without the prior express written prior approval of the Awarding Authority.
4. The Contractor shall monitor the performance of MBE/WBE Work to ensure that each scheduled MBE/WBE performs its own work with its own workforce.

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<sup>1</sup> See generally, MG.L. c. 12, §§5A-5O, inclusive.

5. The Contractor and each MBE/WBE subcontractor shall provide the Awarding Authority with all information and documentation necessary to ascertain whether or not an MBE/WBE has performed its own MBE/WBE Work with its own personnel, tools and equipment.
6. Failure to submit documentation to the Awarding Authority shall establish conclusively for the purpose of giving MBE/WBE participation credit under this Contract that such MBE/WBE did not perform such work.

**E. Notification of Changes in MBE/WBE Work:**

If during the performance of a contract, a contractor determines or has reason to believe that:

1. A scheduled MBE/WBE is unable or unwilling to perform its MBE/WBE Work;
2. There has been or will be a change in any MBE/WBE Work; or
3. That the Contractor will be unable to meet the MBE/WBE participation goal(s) for the Contract for any reason.

Then he/she shall immediately notify the Awarding Authority in writing. Any notice of a change in MBE/WBE Work shall include a revised Schedule of MBE/WBE Participation, and additional or amended Letters of Intent and related subcontracts, as needed.

**F. Good Faith Efforts Needed to Support Changes/Reduction of MBE/WBE Participation Goals:**

If there is a change or reduction in any MBE/WBE Work which will result in the Contractor failing to meet the MBE/WBE participation goal(s), then he/she shall undertake a diligent, good faith effort to make up the shortfall as follows:

1. The Contractor shall identify all items of the Work remaining to be performed under the Contract that they made available for subcontracting to MBE/WBEs along with that which wasn't along with reasons why.
2. The Contractor shall send written notices to all MBE/WBEs ready, willing and able to perform such work. The contractor will provide the Awarding Authority with documentation identifying: (i) each MBE/WBE solicited, and (ii) each MBE/WBE listed in the SDO directory under the applicable trade category that was not solicited and the reasons why. The Contractor shall also advise the Awarding Authority of the dates that notices were sent and provide a copy of the written notice(s) sent.
3. The Contractor shall make reasonable efforts to follow up on the written notices, including telephone calls or personal visits in order to determine with certainty whether the MBE/WBEs were interested in performing the work. Phone logs or other documentation must be submitted to the Awarding Authority upon request.
4. The Contractor shall make documented reasonable efforts to assist MBE/WBEs that need assistance in obtaining insurance, bonds, or lines of credit in order to perform work under the Contract. Supporting documentation will be provided to the Awarding Authority upon request.
5. The Contractor shall provide the Awarding Authority with a statement of the response received from each MBE/WBE solicited, including the reason for rejecting any MBE/WBE who submitted a proposal.
6. The Contractor shall take any additional measures including, without limitation, placing advertisements in appropriate media and trade association publications announcing the Contractor's interest in obtaining proposals from MBE/WBEs, and/or sending written notification to MBE/WBE economic development assistance agencies, trade groups and other organizations notifying them of the project and of the work available to be subcontracted by the Contractor to MBE/WBEs.

If the Contractor is unable to meet the MBE/WBE participation goals for this Contract after complying fully with each of the above requirements and is otherwise in full compliance with the terms of this provision, the Awarding Authority may reduce the MBE/WBE participation goals for this Contract to the extent that such goals cannot be achieved.

**G. Suspension of Payment and/or Performance for Noncompliance:**

If a reduction of MBE/WBE goals was given but sufficient good faith efforts (see above) were not documented, then after proper written notice, the Awarding Authority has the discretion to:

1. Suspend payment to the Contractor of an amount equal to the value of the work which was to have been performed by an MBE/WBE pursuant to the Contractor's Schedule of MBE/WBE Participation but which was not so performed, in order to ensure that sufficient Contract funds will be available if liquidated damages are assessed;
2. Suspend the Contractor's performance of this Contract in whole or in part.

Notice Required Prior to Suspension: The Awarding Authority shall give the Contractor prompt written notice of any action taken and shall give the Contractor and any other interested party, including any MBE/WBEs, an opportunity to present evidence to it that the Contractor is in compliance with the requirements, or that there is some justifiable reason for waiving the requirements in whole or in part. The Awarding Authority may invite SDO to participate in these proceedings

If, based on a totality of the circumstances, it can be shown that all reasonable steps were taken and that the Contractor is in full compliance with the requirements of this Attachment, or that the Contractor has met or will meet the MBE/WBE participation goals for this Contract, the Awarding Authority shall release any funds withheld and lift any related suspension of the Contractor's performance.

#### **H. Liquidated Damages; Termination**

If payment by the Awarding Authority or performance by the Contractor is suspended, and if the breach cannot be cured or that same contractor fails to take all reasonable and immediate efforts to comply with the MBE/WBE participation goals set forth in this Contract, subject to the notice provisions above:

1. The Awarding Authority may terminate this Contract; or
2. The Awarding Authority may retain from final payment to the Contractor, as liquidated damages, an amount equal to the difference between:
  - a. The total of the MBE/WBE participation goals set forth in this Contract, and;
  - b. The amount of MBE/WBE participation credit earned by the Contractor for MBE/WBE Work performed under this Contract minus the cost to restore the loss to the Awarding Authority.
3. Any liquidated damages will be assessed separately for MBE and WBE participation.

Discretionary Option to Review Any Additional Mitigating Evidence Prior to Final Decision: Before exercising its rights and remedies, the Awarding Authority may but is not required to give the Contractor and any other interested party a final opportunity to present evidence that the Contractor is in compliance with the requirements or that there is some justifiable reason for waiving the requirements of this Attachment in whole or in part. The Awarding Authority may invite SDO to participate in these proceedings.

OPERATIONAL SERVICES  
DIVISION

SUPPLIER DIVERSITY OFFICE

Reginald Nunnally  
Executive Director

THE COMMONWEALTH OF MASSACHUSETTS  
Executive Office for Administration and Finance  
**OPERATIONAL SERVICES DIVISION**

One Ashburton Place, Suite 1017  
Boston, MA 02108—1552

Charles D. Baker  
Governor

Karyn E. Polito  
Lieutenant Governor

Kristen Lepore  
Secretary

Gary J. Lambert  
Assistant Secretary for  
Operational Services

**SUPPLIER DIVERSITY OFFICE  
CONSTRUCTION REFORM PROGRAM  
MUNICIPALITIES GENERAL GUIDELINES**

The Supplier Diversity Office (SDO) issues the Construction Reform Program guidelines on the [Municipality Guidelines](#) webpage in accordance with the statutory standards set forth in [Chapter 193 of the Acts of 2004](#), which includes a municipal affirmative marketing program for currently certified firms in the Commonwealth of Massachusetts.

THE BIDDING AND CONTRACT INSTRUCTIONS ON THE [MUNICIPALITY GUIDELINES](#) WEBPAGE MUST BE INCORPORATED INTO CONTRACT DOCUMENTS, AS REQUIRED BY CHAPTER 193 OF THE ACTS OF 2004.

Municipalities must incorporate Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) goals into both their design and construction procurement for municipal contracts for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building by any city or town that includes funding provided by the Commonwealth such as legislative appropriations, grant awards, reimbursements and municipal commitments to use state funds.

Only firms which are currently MBE or WBE certified by the Supplier Diversity Office (SDO) at the date of contract award will be counted for Construction Reform program purposes. The firm's current SDO state certification letter shall serve as the sole and exclusive proof of state certification.

Certification as a Disadvantaged Business Enterprise (DBE), certification as an MBE/WBE by any agency other than SDO, or submission of an application to SDO for certification as an MBE/WBE shall not confer MBE or WBE status on a firm for purposes of construction reform program participation credit.

**Affirmative Marketing Participation Goals:**

The combined goals below were established by the Division of Capital Asset Management and Maintenance (DCAMM) and the Supplier Diversity Office (SDO) and require a reasonable representation of both MBE and WBE firms:

Design Participation: Combined MBE/WBE goal of (17.9%)

Construction Participation: Combined MBE/WBE goal of (10.4%»)

Documentation submitted with your signature means that you swear under the pains and penalties of perjury that you have read and understand it. Any false claims for MBE/WBE credit are subject to the Massachusetts False Claims Act and any applicable civil or criminal penalties as determined by the Massachusetts Attorney General's office.'

**Questions and Contact Information:**

Separate and individual PDF files are attached for your reference. All questions concerning the Construction Reform Act and the implementation of the new law may be directed to the SDO Director of Construction Reform at 617-502-8851 or by e-mail at [John.B.Fitzpatrick@state.ma.us](mailto:John.B.Fitzpatrick@state.ma.us)

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See generally, M.G.L. c.12, §§5A-5O, inclusive.

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# APPENDIX C

## APPENDIX C

### PROCEDURES FOR AWARD OF SUBCONTRACTS

Pursuant to M.G.L. c.149A, as contained in Chapter 193 of the Acts of 2004, the City of Worcester is required to develop a process consistent with legal requirements for the selection of subcontractors for construction manager at risk projects. This process is described in these Procedures for Award of Subcontracts (the “Procedures”). The Procedures are divided into three parts. The first part describes the prequalification and procurement of “Trade Contractors”, which, for the purposes of the Procedures, shall mean the subcontractors performing work in trade categories covered by Section 44F of Chapter 149. The second part describes the prequalification and procurement of all subcontractors that are not Trade Contractors. The third part addresses additional procurement matters.

For the purposes of the Procedures, the term Project shall mean the specific construction project to which the Procedures are being applied; the term CM shall mean the construction manager at risk selected by the City of Worcester to construct the Project; the term Designer shall mean the firm (and its subconsultants) selected by the City of Worcester to design; the term Project Manager shall refer to the City of Worcester staff serving as Project Manager on the project; and the term Applicant shall mean any firm that submits a response pursuant to the Procedures.

#### I. TRADE CONTRACTORS

##### A. Applicability of Procedures

1. Subcontracts Subject to Trade Contract Procedures. The procedures set forth in Sections 2 and 3 below shall govern the award of subcontracts by the CM for the furnishing of labor, materials, and equipment in the performance of the categories of work listed below whenever the estimated construction cost of such category of work exceeds \$20,000:

Roofing and Flashing	Glass and Glazing
Metal windows	Painting
Waterproofing, Damp-proofing and Caulking	Plumbing
Miscellaneous and Ornamental Iron	Heating, Ventilating, and Air Conditioning
Lathing and Plastering;	Electrical work
Acoustical Tile	Elevators
Marble	Masonry work
Tile	
Terrazzo	Any other categories of work selected by the
Resilient Floors	City of Worcester for designation as Trade Contract work.

The subcontractors performing these trades are referred to throughout the Contract Documents as “Trade Contractor(s).” Contracts for work in these categories of work where the estimated cost of such work exceeds \$20,000 are referred to as “trade contracts.”

##### B. Qualification of Trade Contractors

1. Prequalification Committee. DCAM shall establish a prequalification committee (“the Prequalification Committee”) consisting of four members. The members shall include two employees of the city’s DPW&P with management roles in the construction of large buildings, a representative of the Designer, and a

representative of the CM. The Commissioner of DPW&P shall designate the Chairperson of the Prequalification Committee. An alternate may be appointed for each member of the Prequalification Committee to serve on occasions when the regular member cannot be available. Both the representative of the Designer and CM serving on the Prequalification Committee, and the alternates representing the Designer and CM shall be subject to the City of Worcester's approval. The Prequalification Committee shall conduct the prequalification of trade contractors as set forth in Sections 2 and 3 of the Procedures. The CM will provide assistance to the Prequalification Committee in the exercise of its responsibilities under the Procedures, including assistance from CM staff.

Three members of the Prequalification Committee shall constitute a quorum for the purposes of conducting the Prequalification Committee's official business. The Commissioner or his designee may join any meeting of the Prequalification Committee as a voting member in order to achieve a quorum, if in the Commissioner's judgment the action scheduled for such meeting cannot be postponed without adverse consequences to the Project.

Request for Qualifications. The City of Worcester shall issue a request for qualifications ("RFQ") for each category of work listed in Section 1.1 if such work is required on the Project. The RFQ shall be placed on the Comm-PASS web site; advertised in a newspaper of general circulation in the area of the Project and in the *Central Register* established under Massachusetts General Laws, Chapter 9, Section 20, and in such additional media as DCAM and the Prequalification Committee may deem appropriate at least fourteen (14) calendar days before the deadline for Applicants to submit a response to the RFQ by submission of a Statement of Qualifications ("SOQ"). All interested Trade Contractors shall be eligible to respond to the RFQ and participate in the prequalification process. The CM firm may submit its qualifications to bid on trade contract work provided that the CM customarily performs the work for which it submits its qualifications and does so with employees on its own payroll, and provided that the CM meets all the requirements of the selection process. The RFQ shall be prepared by the City of Worcester in a form consistent with the requirements of M.G.L. c. 149A and in consultation with the Prequalification Committee and the CM. The RFQ shall contain a form or forms (individually or collectively, the City of Worcester "Statement of Qualifications" or "SOQ") requiring the information necessary for the Prequalification Committee to determine if the Applicant is qualified to perform the category of work for which it seeks prequalification on the Project. City of Worcester's Standard form RFQ and SOQ will be provided by the City of Worcester and must be utilized as the RFQ and SOQ for the Project. The RFQ shall include, at a minimum:

- a. the date, time, and place for submission;
- b. relevant information about the project and the bidding process;
- c. the specific criteria for trade contractor prequalification and selection;
- d. a statement indicating that the RFQ will be used to prequalify trade contractors that will be invited to submit a bid; and
- e. that the responders' names are to be posted, but that there shall be no public opening of responses.

Prequalification Criteria. The Prequalification Committee shall evaluate the information submitted by each Applicant on it's the City of Worcester Statement of

- Qualifications, the results of reference checks performed by the City of Worcester and/or the CM, and any other information required or obtained by the Prequalification Committee. The following subparagraphs enumerate the legally required categories to be used by the Prequalification Committee in evaluating the Applicants, the subcategories of information within each category, and the specific point allocation required for prequalification within each category. Applicants must achieve an overall score of 70 or greater and must also achieve the minimum required points within each category in order to be deemed prequalified. Applicants that do not achieve both the minimum scores within each category and do not achieve an overall score of 70 or above shall not be deemed prequalified.
- a. Management Experience (50 points, minimum of 25 required for approval)
    - i) Business owners - The name, title, years with firm of the owner(s) of the business (1 Point)
    - ii) Management personnel - The names, title, education and construction experience, years with firm, and list of projects completed by all management personnel. (25 Points)
    - iii) Similar project experience - The project name(s), description, description of scope, original trade contract sum, final trade contract sum with explanation, and date completed of similar projects. (10 Points)
    - iv) Terminations – A list of any projects on which the trade contractor was terminated or failed to complete the work. (3 Points)
    - v) Lawsuits – A list of commercial lawsuits in which the trade contractor is a defendant or defendant-in-counterclaim with regard to construction contracts within the last 3 years. The lawsuits shall not include any actions that primarily involve personal injury or workers’ compensation claims, or where the sole cause of action involves the trade contractor’s exercise of its rights for direct payment under the law. (3 Points)
    - vi) Safety record – The three-year history of the trade contractor’s workers’ compensation experience modifier. (8 Points)
  - b. References (30 points; minimum of 15 required for approval)
    - i) Client references - for all projects listed in clause (iii) of Management experience above, including the project name, client’s name, address, telephone and fax number, and contact person. (24 Points)
    - ii) Credit references - .A minimum of five credit references, including telephone and fax number of contact person from key suppliers, vendors and banks. (3 Points)
    - iii) Public project record – A list of all completed public building construction projects as defined in section 44A of chapter 149 during the past three years with client’s name, address, telephone and fax number and contact person. (3 Points)
  - c. Capacity to Complete Projects – (20 points; minimum of 10 required for approval)
    - i) Annual revenue for prior three fiscal years. There shall be no requirement for submission of financial statements. (10 Points)
    - ii) Revenue under contract for next three fiscal years. (10 Points)
  - d. Commitment Letter – (mandatory no points assigned)

Mandatory commitment letters from surety companies or authorized agents stating that payment and performance bonds at 110% of the estimated trade contract value will be provided to the applicant if it is the successful bidder. The surety company providing the commitment letter must be licensed to do business in the Commonwealth and appear on the United States Treasury Department Circular 570.

e. Certificate of Eligibility – (mandatory, no points assigned)

All SOQs submitted after January 1, 2006 must include a DCAM issued certificate of eligibility listing the Applicant as currently certified as a subcontractor in the scope of work for which the Applicant is submitting its SOQ.

f. Update Statement – (mandatory, no points assigned)

All SOQs submitted after January 1, 2006 must include a fully completed and current Update Statement prepared by the Applicant.

Applicants that are certified by the Massachusetts State Office of Minority and Women Business Enterprise (“SOMWBA”) as either a Minority Business Enterprise, a Women Business Enterprise or a Minority/Women Business Enterprise and provide documentation of current SOMWBA certification with their SOQ will have an additional 5 points added to their overall score.

If the Applicant is a joint venture, the Applicant must submit a copy of the joint venture agreement, signed by each member, and the joint venture agreement must clearly identify, for each member of the joint venture, such member’s proportionate share or interest in the financial or other benefits, risks or liabilities of the venture (“joint venture interest”). One member of the joint venture must have a joint venture interest greater than fifty (50) percent (“the Lead Venturer”). The requirements for prequalification in 2.3 a-f above shall be met by each member of the joint venture; and the bonding requirements of 2.3 d above shall be met by the Lead Venturer or by the joint venture as an entity. A joint venture prequalified by the Prequalification Committee must obtain a Certificate of Eligibility from the City of Worcester prior to the time bids are filed and must submit the Joint Venture’s Certificate of Eligibility with its bid.

Joint ventures must be submitted for consideration by the Prequalification Committee.

Following the deadline for submission of SOQs for a specific category of work, joint ventures for that category of work which were not submitted to the Prequalification Committee may not bid on that category of work, except that two firms both of whom were independently prequalified by the Prequalification Committee for that category of work, may form a joint venture to bid that category of work without further consideration by the Prequalification Committee provided the Joint Venture has been the City of Worcester Certified prior to submitting its bid and submits the Joint Venture’s Certificate of Eligibility with its bid.

Deliberations of the Prequalification Committee. The Prequalification Committee shall consider each SOQ submitted based on the criteria set forth in Paragraph 2.3 above.

The Prequalification Committee shall require that all mandatory submissions are submitted by the Applicant and apply a numerical scoring system, with both the minimum point scores for each category, and a score of 70 out of a possible 100 overall points, required to be prequalified. The Prequalification Committee shall prepare a written record of the evaluation of each Applicant.

The scoring system shall provide for the assigning of scores as follows. The Prequalification Committee shall first consider whether the Applicant has met the requirements of Subparagraphs d, e and f, bonding commitment letter, certificate of

eligibility and update statement. If the Applicant has satisfied those criterion, it shall be awarded up to 100 points using the criteria listed above. Applicants that do not meet the requirements of Subparagraphs d, e and f shall not be presented to the Prequalification Committee for consideration.

Any Applicant that fails to achieve either an overall score of at least 70 or that fails to achieve the minimum required points within each category shall be deemed not to be prequalified for the category of work for which the Applicant sought prequalification. If it is determined at any time during the evaluation process, that an Applicant has willfully supplied materially false or misleading information in its application or otherwise, the Applicant may be eliminated from further consideration for prequalification for the Project and, in the discretion of the Commissioner, for any other projects requiring prequalification under these Procedures.

The decision of the Prequalification Committee shall be final and not subject to appeal except on the grounds of fraud or collusion. An Applicant firm's prequalification score shall be made available to that Applicant firm only and only upon request. An Applicant firm's score shall not be a public record as defined in M.G.L. c. 4, §7 and shall not be open to public inspection to the fullest extent possible under the law.

A list of the Applicants that have been determined by the Prequalification Committee to be prequalified and therefore eligible to bid shall be posted at the offices of the of the City of Worcester listing the firms by trade categories. Applicants shall also be notified of the Prequalification Committee's determination on prequalification by mail at the address furnished by each Applicant.

The Prequalification Committee reserves the right to reopen the prequalification process for any category of work before it has completed its evaluation of firms that previously submitted City of Worcester's SOQs and/or to hold multiple rounds of prequalification for any given category of work. In either case, any Applicant that has submitted a complete City of Worcester SOQ shall not be required to submit another one, although any Applicant not prequalified may elect to amend its SOQ prior to the latest deadline for submitting information for the trade contract for which the Applicant seeks to be prequalified.

No person or firm suspended or debarred pursuant to Massachusetts General Laws Chapter 29, Section 29F, or Chapter 149, Section 44C, or disqualified pursuant to Chapter 7, Section 38D, or which has been debarred by the Federal Government shall be determined to be qualified to compete for a trade contract or any other contract or subcontract to be issued on the Project. If any Applicant determined to be qualified to perform one or more trade contracts is subsequently suspended or debarred pursuant to such laws, the qualification of such Applicant shall be rescinded and such Applicant shall be notified of such action and eliminated from the list of prequalified bidders.

Determinations to Remain in Effect. The Prequalification Committee's determinations as to which Applicants are prequalified shall remain in effect, subject to the following provisions of this Section 2.5, for the duration of the Project. Upon receipt at any time of additional information deemed material and significant by the Prequalification Committee regarding a previously prequalified Applicant's qualifications or responsibility, including, but not limited to, compliance with any minimum prequalification requirements, the Prequalification Committee may determine, in consultation with the City of Worcester and the CM, that the Applicant is not

qualified to perform the applicable trade contract(s) for the Project. In such event, the Prequalification Committee shall notify the Applicant of its determination, and inform the Applicant of any information on which the Prequalification Committee's determination is based that was not furnished by the Applicant.

**C. Bidding**

1. 1. Requests for Bids. A request for bids ("RFB") will be issued for each trade contract subject to Sections 2 and 3 of these Procedures. The RFB will only be issued to the Trade Contractors appearing on the list of prequalified Applicants for the applicable trade contract determined pursuant to Section 2 above. The RFB shall include at least the following attachments:
  - a. the date, time and place for submission of responses to the request for bids. All Trade Contractor bids for DCAM projects will be submitted and opened at the architectural offices of DPW&P at 50 Skyline Drive, Worcester, MA 01605.;
  - b. fully detailed drawings and specifications by class of work in accordance with paragraph (a) of Subsection 1 of Section 44F of Chapter 149 of the Massachusetts General Laws (i.e., separate specification sections for the trades listed in Paragraph 1.1 above) which shall provide for full competition for each item of material to be furnished under the contract as set forth under subsection (b) of M.G.L. c.30, §39M;
  - c. drawings and specifications that provide for full competition for each item of material to be furnished under the contract as set forth under Subsection (b) of Section 39M of Chapter 30 of the Massachusetts General Laws;
  - d. a detailed definition of the Trade Contractor's scope of work, including alternates and unit price items, if any, within that scope of work;
  - e. a project schedule indicating the planned sequence and duration of each trade contractor's work;
  - f. list of the Trade Contractors prequalified for the work covered by the RFB;
  - g. a Trade Contractor bid form, in a format provided by the City of Worcester, that shall require, without limitation, a listing of price, addenda, alternates and unit price items, if any, for the trade work; certification that the trade contractor will perform the complete trade work with employees on his own payroll, except for work customarily performed by sub-trade subcontractors within the trade; and the names of all sub-trade subcontractors to be used if awarded the trade contract and each sub-trade contract sum; to the extent applicable, an identification by the Trade Contractor that it is a MBE or WBE or a list of the MBEs and/or WBEs proposed to be used by the Trade Contractor;
  - h. an affidavit that must be executed by all bidders confirming that all sub-trade subcontractors named on the bid form have been prequalified by the Trade Contractor using criteria similar to the criteria for the prequalification of Trade Contractors;
  - i. an affidavit of tax compliance that must be executed by all bidders;
  - j. an affidavit of prevailing wage compliance pursuant to M.G.L. c. 149, §§ 26 and 27 that must be executed by all bidders;

- k. a noncollusion affidavit that must be executed by all bidders;
  - l. a requirement that a bidder post a 5% bid bond from a surety company licensed to do business in the Commonwealth and whose names appears on U.S. Treasury Department Circular 570; but the bid bond shall be returned to the bidder if the bidder is not selected as the Trade Contractor;
  - m. a budget for the project, and the budget amount for the trade contract scope of work as provided in the project guaranteed maximum price, if available, or as provided in the most recent budget for the project;
  - n. a requirement that a bidder submit a current Certificate of Eligibility issued by the City of Worcester to the Trade Contractor showing that the Trade Contractor is certified for the trade category for which the bid is submitted.
  - o. a requirement that a bidder submit a completed Update Statement with its bid; and
  - p. a Trade Contractor agreement form as set forth in M.G.L. c. 149A, §8 (k).
- The prequalified Trade Contractors shall submit bids in compliance with the requirements of the Request for Bids package.

2. 2. Bid Opening, Award, Rejection and Negotiation of Bids. Bids shall be opened publicly by the City of Worcester. Bids for each trade shall be: a) accepted only from firms appearing on the list of prequalified firms described in Paragraph 2.4 for such trade; b) submitted as set forth in the RFB, and c) opened publicly. Any bid which does not include the bid bond or affidavits required pursuant to law or any response in which the information requested is incomplete, conditional, or obscure or which contains any additions not required in the request for bids package shall be rejected. The trade contract for each trade shall be awarded to the lowest prequalified bidder except that the City of Worcester reserves the right to reject the bids of any and all Trade Contractors if: a Trade Contractor is not eligible to submit a bid; if the bid does not represent the bid of a person competent to perform the work specified; or if less than three such bids were received and the prices are not reasonable for acceptance without further negotiation or competition. In addition if fewer than three responsive bids are received for any trade category and the lowest bid exceeds the estimated cost for the work, the CM shall attempt to negotiate an acceptable price with the lowest prequalified bidder. If the negotiations are unsuccessful, the construction manager shall terminate negotiations with the lowest prequalified bidder and shall initiate negotiations with the trade contractor who was the second lowest prequalified bidder. If the CM is unsuccessful in negotiating an acceptable price with the lowest prequalified bidder and second lowest prequalified bidder, the construction manager, on behalf of and with the consent of the public agency, shall solicit additional bids utilizing the procedures for selection of subcontractors who are not trade contractors, set out below and in M.G.L. c. 149A, § 8 (j).
3. 3. Trade Contract Execution. Each trade contractor selected to perform work on the Project shall return an executed trade contract

including the required performance and payment bonds and insurance certificate to the CM within 10 business days of receipt of the trade contract from the CM. The trade contract shall be the trade contract agreement required by law and in a form provided by the City of Worcester.

## **II. OTHER SUBCONTRACTS**

### **A. Applicability of Procedures**

1. Subcontracts Subject to Procedures For Other Subcontracts. The process set forth in these Sections 4 and 5 of the Procedures shall apply to the procurement of subcontracts and subcontractors that are not subject to the provisions of Sections 2 and 3 above, specifically subcontractors that are not Trade Contractors, and where the subcontract scope of work has an estimated value that is equal to or exceeds \$20,000.

### **B. Prequalification and Procurement**

1. Subcontracts in With An Estimate Cost equal to or greater than \$20,000. For Subcontracts that are not trade contracts with an estimated cost equal to or greater than \$20,000, the CM shall submit to the City of Worcester for its approval the qualifications which it believes a subcontractor must have to perform the work of the subcontract and a list of a minimum of three (3) subcontracting firms, and preferably at least five (5) subcontracting firms, which the CM believes meet the qualifications. The CM shall submit information in a form and content satisfactory to the City of Worcester concerning the qualifications and responsibility of the proposed subcontractors and, when relevant, how the selection will further the CM's compliance with its Project MBE and WBE participation goals. The CM firm may submit its qualifications to bid on subcontract work provided that the CM customarily performs the work for which it submits its qualifications and does so with employees on its own payroll, and provided that the CM meets all the requirements of the selection process. The City of Worcester may eliminate firms from the list of firms submitted by the CM, and the City of Worcester may add firms to the list submitted by the CM. The CM must add the firms requested by the City of Worcester to the list if the firms are acceptable to the CM. If the firms the City of Worcester requested be added are not acceptable to the CM based upon qualifications, ability or for any other reason the CM must advise the City of Worcester of its objections and the basis for the objections in writing. If the City of Worcester determines that the CM's objections to the City of Worcester requested firm(s) are valid then the requested firms will not be added to the list otherwise the firm(s) requested by the City of Worcester will be added.

The CM will invite all subcontractors on the approved list to submit bids for the subcontract work, using forms and procedures approved by the City of Worcester. The bids shall be based on detailed bidding information developed by the CM for the subcontract work. The CM will submit to the City of Worcester a list of bids submitted for each subcontract and with the list will indicate the bidder it recommends be selected to be awarded a subcontract. The CM shall along with its submission provide a written explanation as to the reasons for its selection and recommendation. The CM's recommendation

will be based on relevant factors including, but not limited to, price, quality of work, and MBE and/or WBE participation. City of Worcester's approval is required before a subcontract can be awarded by the CM to a subcontractor, which approval shall not be unreasonably withheld provided the selection will not have an adverse effect on meeting project goals including, but not limited to, price, quality of work and/or MBE/WBE participation. In no event will the selection of a subcontractor affect the GMP agreed to by the CM.

The CM may, with the approval of the City of Worcester, reject the proposals for a subcontract and either resolicit that scope of work or negotiate with one or more of the firms that submitted the rejected proposals. Such rejection may be based on the proposal being too high compared to the amount carried in the GMP for that scope of work or upon any other basis approved by the City of Worcester.

2. Subcontracts With An Estimated Cost Less Than \$20,000. Subcontracts with an estimated cost less than \$20,000, and subcontracts for the supply of materials or equipment not including performance of labor in construction at the Project site, regardless of the estimated cost, may be awarded by the CM using any method selected by the CM with the approval of the City of Worcester.

### **III. OTHER PROCUREMENT PROVISIONS**

#### **A. Emergencies**

In case of an emergency, the City of Worcester or the CM, with the prior approval of the City of Worcester, may award a contract for such work as is necessary to preserve or protect the health or safety of persons or property on the basis of such competitive bids or proposals as it can reasonably obtain in time to respond to the emergency and without public advertisement or opening of bids or proposals; or the CM may perform such work with its own forces.

#### **B. Termination of Contracts**

Termination of Trade Contracts and Other Subcontracts. If a trade contract, or other subcontract, is terminated in whole or in part by the CM **after** the subcontractor commences work but prior to completion of the work covered by such trade contract or other subcontract on account of breach or default by the trade contractor or other subcontractor, or for other reasons in the public interest approved by the City of Worcester, the CM may engage a replacement subcontractor using any method selected by the CM and approved by the City of Worcester, or may perform the affected work with its own forces, as necessary to preserve, protect, or complete the work without following these procedures and without public advertisement or opening of bids or proposals. The termination of a trade or other subcontractor prior to completion of its work shall not be the basis for an increase in the GMP.

#### **C. Miscellaneous Provisions**

1. Procurement Records. The Prequalification Committee and the CM shall ensure that the City of Worcester has a complete set of the following records:
  - a. All RFQs issued pursuant to Section 2 of these Procedures, including all addenda.

- b. All City of Worcester's SOQs and other information furnished to or otherwise obtained by the Prequalification Committee and the CM concerning qualification of each Applicant responding to an RFQ including any references or scoring obtained or generated in connection with the SOQs.
- c. All RFBs issued by the CM to prequalified Trade Contractors pursuant to Section 3 of these Procedures.
- d. All bids received from such Trade Contractors in response to such RFBs.
- e. All solicitations for bids or proposals issued by the CM to firms other than Trade Contractors.
- f. All bids and proposals received by the CM from such firms in response to such solicitations.
- g. All contracts awarded pursuant to these procedures.
- h. All other written documents required pursuant to the terms of these Procedures.
- i. All other documents referring or relating to the evaluation of qualifications, proposals or bids, including but not limited to, all notes (to the extent included in Project files), memoranda, correspondence and meeting minutes, whether formal or informal, in either electronic media or hard copy.

The City of Worcester shall retain copies of such records for a period of six (6) years from the date of final payment under the contract to which such records relate. The Secretary of Administration and Finance and the Inspector General of the Commonwealth shall have access to all such records at any time upon reasonable notice.

- 2. Severability. If any provision of these Procedures shall be determined to be invalid or unenforceable, the remaining provisions of the Procedures shall remain in full force and effect.
- 3. Time. The periods of time within which any party is required to act under the terms of these procedures when described in terms of "days" shall, unless otherwise specified, mean calendar days (and not business days), except that if the last day of any such time period falls on a Saturday, Sunday, or legal holiday in Massachusetts, the period of time during which the required action must be taken will be extended to the next following business day.

Section 00 72 00

# APPENDIX D

## **APPENDIX D**

- Form for Subcontract between Construction Manager and Trade Contractor
- Form for Subcontract between Construction Manager and Subcontractor



**COMMONWEALTH OF MASSACHUSETTS  
FORM FOR SUBCONTRACT BETWEEN CONSTRUCTION MANAGER AND TRADE  
CONTRACTOR AS SET FORTH IN THE CONTRACT DOCUMENTS**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between

\_\_\_\_\_ a corporation organized and existing under the law of \_\_\_\_\_  
a partnership consisting of \_\_\_\_\_  
an individual doing business as \_\_\_\_\_  
hereinafter called the "Construction Manager or CM" and

\_\_\_\_\_ a corporation organized and existing under the laws of \_\_\_\_\_  
a partnership consisting of \_\_\_\_\_  
an individual doing business \_\_\_\_\_  
hereinafter called the "Trade Contractor" or "Subcontractor",

WITNESSETH that the CM and the Trade Contractor for the considerations hereafter named, agree as follows:

1. The Trade Contractor agrees to furnish all labor and materials required for the completion of all work specified in Section No. \_\_\_\_\_ of the Specifications for \_\_\_\_\_ (Name of Sub-trade) and the Plans referred to therein and addenda No. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ for the \_\_\_\_\_

\_\_\_\_\_ (complete title of project and project no. taken from the title page of the Specifications)

all as prepared by \_\_\_\_\_

(Name of Designer or Engineer)

for the sum of \_\_\_\_\_ (\$\_\_\_\_\_)

and the CM agrees to pay the Trade Contractor said sum for said work. This price includes the following alternates (and other items set forth in the sub-bid):

Alternate No(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

(a) The Trade Contractor agrees to be bound to the CM by the terms of the hereinbefore described Plans, Specifications (including all general conditions stated herein) and addenda Nos. \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, and to assume to the CM all the obligations and responsibilities that the CM by those documents assumes to the \_\_\_\_\_

\_\_\_\_\_ hereinafter called the “Awarding Authority,” except to the extent that provisions contained herein are by their terms or by law applicable only to the CM.

(b) The CM agrees to be bound to the Trade Contractor by the terms of the hereinbefore described documents and to assume to the Trade Contractor all the obligations and responsibilities that the Awarding Authority by the terms of the hereinbefore described documents assumes to the CM, except to the extent that provisions contained therein are by their terms or by law applicable only to the Awarding Authority. The Trade Contractor shall preserve and protect the rights of the City of Worcester under the Contract Documents with respect to the Work to be performed by the Trade Contractor so that the subcontracting thereof will not prejudice such rights, and shall be subject to the Record Retention requirements as set forth in the Contract Documents.

2. The CM agrees to begin, prosecute and complete the entire work specified by the Awarding Authority in an orderly manner so that the Trade Contractor will be able to begin, prosecute and complete the work described in this subcontract; and, in consideration thereof, upon notice from the CM, either oral or in writing, the Trade Contractor agrees to begin, prosecute and complete the work described in this Subcontract in an orderly manner and with due consideration to the date or time specified by the Awarding Authority for the completion of the entire work.

3. The Trade Contractor agrees to furnish to the CM within a reasonable time after the execution of this subcontract, evidence of workmen’s compensation insurance as required by law and evidence of public liability and property damage insurance of the type and in limits required to be furnished to the Awarding Authority by the CM.

4. The CM agrees that no claim for services rendered or materials furnished by the CM to the Trade Contractor shall be valid unless written notice thereof is given by the CM to the Trade Contractor during the first ten (10) days of the calendar month following that in which the claim originated.

5. The Trade Contractor agrees that it shall enter into similar agreements, as this, with its Subcontractors, except to the extent that provisions contained herein are by their terms or by law applicable only to the CM and/or Contractor.

6. The CM agrees that it has provided to the Trade Contractor, prior to the execution of this Subcontract, copies of the Contract Documents to which the Trade Contractor will be bound by this Subcontract. The Trade Contractor agrees that it shall similarly make copies of such Contract Documents available to its Subcontractors.

7. In the event of termination of the Contract due to the default of the CM or for any other reason, the City of Worcester shall have the right (but shall have no obligation) to assume, and/or accept assignment of and further assign to a general contractor or construction manager or other third party who is qualified and has sufficient resources to complete the Work, the rights of the CM under the Subcontract with such Trade Contractor. In the event of such assumption or assignment by the City of Worcester, the Trade Contractor shall have no claim against the City of Worcester or such third party for work performed by such Trade Contractor or other matters

arising prior to termination of the Contract, and the DCAM or such third party, as the case may be, shall be liable only for obligations to the Trade Contractor arising after such assumption or assignment.

8. Nothing contained herein, shall be construed to create any contractual relationship between the Trade Contractor and the City of Worcester.

9. This agreement is contingent upon the execution of a Contract for Construction Management Services between the CM and the Awarding Authority for the complete work.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above-written.

SEAL ATTEST

\_\_\_\_\_

\_\_\_\_\_  
(Name of Trade Contractor)

By: \_\_\_\_\_

SEAL ATTEST

\_\_\_\_\_

\_\_\_\_\_  
(Name of CM)

By: \_\_\_\_\_

\_\_\_\_\_  
(City and State)

**THIS FORM MAY BE REPRODUCED**

called the "Awarding Authority", except that provisions contained herein are by



**COMMONWEALTH OF MASSACHUSETTS  
FORM FOR SUBCONTRACT BETWEEN CONSTRUCTION MANAGER AND  
SUBCONTRACTOR OTHER THAN TRADE CONTRACTOR AS SET FORTH  
IN THE CONTRACT DOCUMENTS**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between

\_\_\_\_\_ a corporation organized and existing under the law of \_\_\_\_\_  
a partnership consisting of \_\_\_\_\_  
an individual doing business as \_\_\_\_\_  
hereinafter called the "Construction Manager or CM" and

\_\_\_\_\_ a corporation organized and existing under the laws of \_\_\_\_\_  
a partnership consisting of \_\_\_\_\_  
an individual doing business \_\_\_\_\_  
hereinafter called the "Subcontractor",

WITNESSETH that the CM and the Subcontractor for the considerations hereafter named, agree as follows:

1. The Subcontractor agrees to furnish all labor and materials required for the completion of all work as follows: \_\_\_\_\_

\_\_\_\_\_ (attach additional sheets as necessary)  
according to the Specifications and Plans referred to therein and addenda No. \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ for the

\_\_\_\_\_ (complete title of project and project no. taken from the title page of the Specifications)  
all as prepared by \_\_\_\_\_  
(Name of Designer or Engineer)

for the sum of \_\_\_\_\_ (\$ \_\_\_\_\_)  
and the CM agrees to pay the Subcontractor said sum for said work. This price includes the following alternates (and other items set forth in the sub-bid):

Alternate No(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

(a) The Subcontractor agrees to be bound to the CM by the terms of the hereinbefore described Plans, Specifications (including all general conditions stated herein) and addenda No. \_\_\_\_\_, and \_\_\_\_\_, and \_\_\_\_\_, and to assume to the CM all the obligations and responsibilities that the CM by those documents assumes to the \_\_\_\_\_ hereinafter

(Awarding Authority)

their terms or by law applicable only to the CM.

(b) The CM agrees to be bound to the Subcontractor by the terms of the hereinbefore described documents and to assume to the Subcontractor all the obligations and responsibilities that the Awarding Authority by the terms of the hereinbefore described documents assumes to the CM, except to the extent that provisions contained therein are by their terms or by law applicable only to the Awarding Authority. The Subcontractor shall preserve and protect the rights of the City of Worcester under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights, and shall be subject to the Record Retention requirements as set forth in the Contract Documents.

2. The CM agrees to begin, prosecute and complete the entire work specified by the Awarding Authority in an orderly manner so that the Subcontractor will be able to begin, prosecute and complete the work described in this subcontract; and, in consideration thereof, upon notice from the CM, either oral or in writing, the Subcontractor agrees to begin, prosecute and complete the work described in this Subcontract in an orderly manner and with due consideration to the date or time specified by the Awarding Authority for the completion of the entire work.

3. The Subcontractor agrees to furnish to the CM within a reasonable time after the execution of this subcontract, evidence of workmen's compensation insurance as required by law and evidence of public liability and property damage insurance of the type and in limits required to be furnished to the Awarding Authority by the CM.

4. The CM agrees that no claim for services rendered or materials furnished by the CM to the Subcontractor shall be valid unless written notice thereof is given by the CM to the Subcontractor during the first ten (10) days of the calendar month following that in which the claim originated.

5. The Subcontractor agrees that it shall enter into similar agreements, as this, with its Subcontractors, except to the extent that provisions contained herein are by their terms or by law applicable only to the CM and/or Contractor.

6. The CM agrees that it has provided to the Subcontractor, prior to the execution of this Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Subcontract. The Subcontractor agrees that it shall similarly make copies of such Contract Documents available to its Subcontractors.

7. In the event of termination of the Contract due to the default of the CM or for any other reason, the City of Worcester shall have the right (but shall have no obligation) to assume, and/or accept assignment of and further assign to a general contractor or construction manager or other third party who is qualified and has sufficient resources to complete the Work, the rights of the CM under the Subcontract with such Subcontractor. In the event of such assumption or assignment by the City of Worcester, the Subcontractor shall have no claim against the City of Worcester or such third party for work performed by such Subcontractor or other matters arising prior to termination of the Contract, and the City of Worcester or such third party, as the case

may be, shall be liable only for obligations to the Subcontractor arising after such assumption or assignment.

8. Nothing contained herein, shall be construed to create any contractual relationship between the Subcontractor and the City of Worcester.

9. This agreement is contingent upon the execution of a Contract for Construction Management Services between the CM and the Awarding Authority for the complete work.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above-written.

SEAL ATTEST

\_\_\_\_\_

\_\_\_\_\_  
(Name of Subcontractor)

By: \_\_\_\_\_

SEAL ATTEST

\_\_\_\_\_

\_\_\_\_\_  
(Name of CM)

By: \_\_\_\_\_

\_\_\_\_\_  
(City and State)

**THIS FORM MAY BE REPRODUCED**

Section 00 72 00

# APPENDIX E

**DOHERTY MEMORIAL HIGH SCHOOL**

**00 72 00 e**

**PAYMENT AND PERFORMANCE BOND FORMS**

## PAYMENT BOND

KNOW ALL BY THESE PRESENTS, that **(Name of Contractor)**, a **(State of incorporation)** corporation duly established by law and having a usual place of business at **XXXXXXXXXXXXXX**, as PRINCIPAL, and **(Name of Surety)**, a corporation organized under the laws of the **(State or Commonwealth of XXXX)**, and duly authorized and admitted, under the provisions of Chapter 175 of the Massachusetts General Laws, as amended, to transact the business of a fidelity and surety company in Massachusetts, as SURETY, are held and firmly bound unto the City of Worcester, a municipal corporation within the Commonwealth of Massachusetts, in the sum of **(Contract Sum)** Dollars and no cents (**\$XXX,XXX.00**) lawful money of the United States of America, to be paid to the City of Worcester, its successors and assigns, to the payment of which, well and truly to be made, the PRINCIPAL and the SURETY bind themselves, their respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said PRINCIPAL has entered into an Agreement of even date herewith with the City of Worcester, said Agreement being for the **Worcester Doherty Memorial High School** at **299 Highland Street** in the City of Worcester, Massachusetts;

NOW THEREFORE, the condition of this obligation is such that if the PRINCIPAL shall pay for all labor performed or furnished and for all materials used or employed or any appliance and equipment used or employed or rented or hired out in the execution of said Agreement and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said Agreement 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, the provisions of Massachusetts General Laws, Chapter 149, Section 29 and Chapter 30, Section 39A, as amended, then this obligation shall become null and void; otherwise it shall remain in full force and virtue.

IN TESTIMONY WHEREOF, the PRINCIPAL has hereunto caused its name and seal to be affixed, and the SURETY has caused its corporate seal to be hereunto affixed by a duly authorized officer thereof and this instrument to be executed and delivered in its name and behalf by its attorney-in-fact, duly authorized by its by-laws and votes, powers of attorney, and letters of appointment and authorization, certificated copies of which documents are annexed to this bond and may be introduced in evidence as if a part hereof.

(PRINCIPAL) **(Name of Contractor)** (SEAL)

\_\_\_\_\_  
**XXXXXXXXX, (title)**

(SURETY) **(Name of Surety)** (SEAL)

\_\_\_\_\_  
Attorney-in-Fact

## PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS, that **(Name of Contractor)**, a **(State of Incorp.)** corporation duly established by law and having a usual place of business at **XXXXXXXXXXXXXXXX** as PRINCIPAL, and **(Name of Surety)**, a corporation organized under the laws of the **(State or Commonwealth of XXXXXXXX)**, and duly authorized and admitted, under the provisions of Chapter 175 of the Massachusetts General Laws, as amended, to transact the business of a fidelity and surety company in Massachusetts, as SURETY, are held and firmly bound unto the City of Worcester, a municipal corporation within said Commonwealth of Massachusetts, in the sum of **(Contract Sum)** Dollars and no cents (**\$XXX,XXX.00**) lawful money of the United States of America, to be paid to said City of Worcester, its successors and assigns, to the payment of which, well and truly to be made, the PRINCIPAL and the SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said PRINCIPAL has entered into an Agreement of even date herewith with the City of Worcester, said Agreement being for the **Worcester Doherty Memorial High School**, inclusive), at **299 Highland Street** in the City of Worcester, Massachusetts;

NOW THEREFORE, the condition of this obligation is such that if the said PRINCIPAL shall well and faithfully perform all the terms and conditions of said Agreement on its part to be kept and performed as therein stipulated, including guarantee and maintenance provisions therein, and shall pay for all materials furnished and for all labor performed in the execution of said Agreement, and shall indemnify and save harmless the said City of Worcester as therein stipulated, then this obligation shall be of no effect; otherwise it shall remain in full force and virtue.

And the said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement, or to the work to be performed thereunder, or to the specifications accompanying the same, shall in any way effect its obligation on this bond; and it does hereby waive notice of any change, extension of time, alterations or additions to the terms of said Agreement, or to the work, or to the specifications.

In the event that the Agreement is abandoned by the Contractor, or is terminated by the City of Worcester, under the provisions thereof, said SURETY hereby further agrees that it shall, if requested in writing by the City of Worcester, take such action as is necessary to complete said Agreement.

IN TESTIMONY WHEREOF, the PRINCIPAL has hereunto caused its name and seal to be affixed, and the SURETY has caused its corporate seal to be hereunto affixed by a duly authorized officer thereof and this instrument to be executed and delivered in its name and behalf by its attorney-in-fact, duly authorized by its by-laws and votes, powers of attorney, and letters of appointment and authorization, certificated copies of which documents are annexed to this bond and may be introduced in evidence as if a part hereof.

(PRINCIPAL) (Name of Contractor) (SEAL)

\_\_\_\_\_  
**XXXXXXXXXXXXXXXXXX, Title**

(SURETY) Name of Surety Company (SEAL)

\_\_\_\_\_  
Attorney-in-Fact

STATE LAW NOW MANDATES THAT TO DO BUSINESS WITH THE CITY OF WORCESTER the Massachusetts Revenue Enforcement and Protection Program of 1983 requires that the following be supplied:

DATE: \_\_\_\_\_

Pursuant to Mass. G.L. c. 62C, Section 49A, I Certify under the Penalties of Perjury That I, To My Best Knowledge and Belief, Have Filed All Mass. State Tax Returns and Paid ALL Mass. State and City Taxes Required under Law.

Company Name \_\_\_\_\_

Street & No. \_\_\_\_\_

\_\_\_\_\_  
Signature of Individual  
or  
Corporate Officer  
(if applicable)

City or Town \_\_\_\_\_ Tel No. \_\_\_\_\_

STATE \_\_\_\_\_ Zip Code \_\_\_\_\_

\_\_\_\_\_  
SOCIAL SECURITY NUMBER  
OR  
FEDERAL IDENTIFICATION NUMBER

CERTIFICATE OF VOTE OF AUTHORIZATION

Date \_\_\_\_\_

I hereby certify that at a meeting of the Board of Directors of: \_\_\_\_\_ duly called and held on the \_\_\_\_ day of \_\_\_\_\_, 202\_\_, at which time it was voted that \_\_\_\_\_ (name), \_\_\_\_\_ (title) be and hereby is authorized to execute and deliver for and in behalf of the corporation, a contract with the City of Worcester for \_\_\_\_\_ (the "Project") in the City of Worcester and, as Principal to execute a Performance Bond and Labor and Materials Bond in connection therewith, which Contract and Bonds were presented to and made a part of the records of said meeting.

I further certify that \_\_\_\_\_ is the duly qualified and acting \_\_\_\_\_ of the Corporation and that said vote has not been repealed, rescinded or amended.

A true copy of the record,

ATTEST

\_\_\_\_\_  
Clerk of the Corporation

(Corporate Seal)

Sworn to and subscribed to me this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

Certificate of Acknowledgement of Contractor  
if a Corporation

for AGREEMENT

State of \_\_\_\_\_)

ss

County of \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, before me personally came  
\_\_\_\_\_ to me known, who being by me duly sworn, did depose and say as follows:

That he/she resides at \_\_\_\_\_  
and is the \_\_\_\_\_ (title) of \_\_\_\_\_, the corporation  
described in and which executed the foregoing instrument; that he/she knows the corporate seal of said  
corporation; that the seal affixed to the foregoing instrument is such corporate seal and it was so affixed by  
order of the Board of Directors of said corporation; and that by the like order he/she signed thereto his/her  
name and official designation.

\_\_\_\_\_  
Notary Public (Seal)

My Commission Expires: \_\_\_\_\_

Certificate of Acknowledgment of Contractor if a Corporation

FOR CONTRACT BONDS

State of \_\_\_\_\_)

ss

County of \_\_\_\_\_)

On this \_\_\_ day of \_\_\_\_\_, 202\_\_, before me personally came

\_\_\_\_\_ to me known, who being by me duly sworn, did depose and say as follows:

That he resides at \_\_\_\_\_

and is the \_\_\_\_\_ of \_\_\_\_\_ the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to the foregoing instrument is such corporate seal and it was so affixed by order of the Board of Directors of said corporation; and that by the like order he signed thereto his name and official designation.

\_\_\_\_\_  
Notary Public (Seal)

My Commission Expires: \_\_\_\_\_



CITY OF WORCESTER

Document 00 72 01

SUPPLEMENTAL GENERAL CONDITIONS

STATUTORY PROVISIONS FOR MASSACHUSETTS  
PUBLIC CONSTRUCTION CONTRACTS

TABLE OF ARTICLES

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1.2	Delays	M.G.L. Chapter 30, Section 39 O
1.3	Deviations	M.G.L. Chapter 30, Section 39 I
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CITY OF WORCESTER

**SUPPLEMENTARY GENERAL CONDITIONS**

**STATUTORY PROVISIONS FOR MASSACHUSETTS  
PUBLIC CONSTRUCTION CONTRACTS**

The following provisions are required by or are intended to be consistent with requirements of Massachusetts's statutes governing public construction contracts in the Commonwealth of Massachusetts (hereinafter referred to as the "Commonwealth"). Any other provisions required by statute to be included herein shall be deemed to be so included. In addition, the parties recognize that other rights, duties, and obligations with respect to public construction contracts are provided for by statute, notwithstanding the fact that they are not provided for in the Contract Documents. In case of conflict between the provisions of these Supplementary General Conditions and other provisions in the Contract Documents, the provisions of these Supplementary General Conditions shall govern. In case of conflict between the provisions of these Supplementary General Conditions and the provisions of any applicable statute, the statutory provisions shall govern. Where the term "Awarding Authority" appears in the following paragraphs, it shall be taken as meaning the Owner.

**ARTICLE 1 - PAYMENT, CONTRACT ADMINISTRATION, etc.**

**1.1** "Or Equal" Clause: (Statutory reference: M.G.L. Chapter 30, Section 39M(b)). This Paragraph 1.1 applies to every contract for the construction, reconstruction or repair of any public work or for the purchase of any material by the Commonwealth, any political subdivision thereof, or any county, city, town, district or housing authority (above certain dollar limits, as stated in the statute), and to contracts awarded pursuant to M.G.L. Chapter 149, Sections 44A through 44H. The said Sections 44A through 44H apply to every contract for the construction, reconstruction, installation, demolition, maintenance or repair of any building by a department, agency, board, commission, authority, or other instrumentality or the Commonwealth or political subdivision thereof, or two or more subdivisions thereof, but not including the Massachusetts Bay Transportation Authority, estimated to cost more than a dollar amount set forth in M.G.L. Chapter 149, Section 44A.

**1.1.1** 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 Architect:

- (1) It is at least equal in quality, durability, appearance, strength, and design;
- (2) It performs at least equally the function imposed in the general design for the work;
- (3) It conforms substantially, even with deviations, to the detailed requirements for the items as indicated by the specifications.



- 1.1.2** Any structural or mechanical changes made necessary to accommodate substituted equipment under this paragraph shall be at the expense of the Contractor or Subcontractor responsible for the work item. See other paragraphs of General and Supplementary Conditions for procedures to be used in determining compliance with the standards of this paragraph.
- 1.2** Delays: (Statutory reference: Chapter 30, Section 39O). This Paragraph 1.2 applies to every contract subject to M.G.L. Chapter 30, Section 39M and to every contract subject to Chapter 149, Sections 44A through 44H.
- 1.2.1** Except as otherwise provided by law and by this Paragraph 1.2, the Contractor shall not be entitled to damages on account of any hindrances or delays, avoidable or unavoidable; but if such delay be occasioned by the Awarding Authority, the Contractor may be entitled to an extension of time only, in which to complete the work, to be determined by the Architect.
- (1) The Awarding Authority may order the 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 a time as may be otherwise specified in this contract and without the fault or negligence of the Contractor, 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 or overhead to the 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.
- (2) The 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 Contractor notified the Awarding Authority in writing of the act or failure to act involved in the claim.
- (a) In the event a suspension, delay, interruption or failure to act of the Awarding Authority increases the cost of performance of any Subcontractor, that Subcontractor shall have the same rights against the Contractor for payment for an increase in the cost of his performance as provisions (a) and (b) give the Contractor against the Awarding Authority, but nothing in provisions (a) and (b) shall in any way change, modify or alter any other rights which the Contractor or the Subcontractor may have against each other.
- 1.3** Deviations: (Statutory reference: M.G.L. Chapter 30, Section 39I). This Paragraph 1.3 applies to every contract for the construction, alteration, maintenance, repair or demolition

of, or addition to, any public building or public works for the Commonwealth or any political subdivision thereof.

- 1.3.1** The Contractor shall perform all the work required by this contract in conformity with the Drawings and Specifications contained herein. No willful and substantial deviation from said Drawings and specifications shall be made unless authorized in writing by the Awarding Authority or by the Engineer or Architect in charge of the work who is duly authorized by the Awarding Authority to approve such deviations. In order to avoid delays in the prosecution of the work required by such contract, such deviation from the Drawings or Specifications may be authorized by a written order of the Awarding Authority or such Engineer or Architect so authorized to approve such deviation. Within thirty (30) days thereafter, such written order shall be confirmed by a certificate of the Awarding Authority stating: (1) If such deviation involves any substitution or elimination of materials, fixtures or equipment, the reasons why such materials, fixtures or equipment were included in the first instance and the reasons for substitution or elimination, and, if the deviation is of any other nature, the reasons for such deviation, giving justification therefore (2) that the specified deviation does not materially injure the project as a whole; (1) that either the work substituted for the work specified is the same cost and quality, or that an equitable adjustment has been agreed upon between the Awarding Authority and the Contractor and the amount in dollars of said adjustment; and (4) that the deviation is in the best interest of the Awarding Authority.
- 1.3.2** Such certificate shall be signed under the penalties of perjury and shall be a permanent part of the file record of the work contracted for.
- 1.4** Finality of Decisions by Awarding Authority or Architect: (Statutory reference: M.G.L. Chapter 30, Section 39J). This Paragraph 1.4 applies to every contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or public works by the Commonwealth or by any county, city, district, board, commission, or other public body, when the amount of the contract exceeds the amount stated in M.G.L. Chapter 30, Section 39J.
- 1.4.1** Notwithstanding any contrary provision of this contract, no decision by the Awarding Authority or by the Architect on a dispute, whether of fact or of law, arising under said contract shall be final or conclusive if such decision is made in bad faith, fraudulently, capriciously, or arbitrarily, is unsupported by substantial evidence, or is based upon error of law.
- 1.5** Differing Site Conditions: (Statutory reference: M.G.L. Chapter 30, Section 39N). This Paragraph 1.5 applies to every contract subject to M.G.L. Chapter 30, Section 39M and to every contract subject to M.G.L. Chapter 149, Sections 44A through 44H.
- 1.5.1** 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 Drawings or indicated in the Contract Documents, either the Contractor or the Awarding 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 Awarding Authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the

Drawings 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 Drawings and Contract Documents and are such a nature as to cause an increase or decrease in the cost of the work, the Awarding Authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly.

- 1.6** Timely Decision by Awarding Authority: (Statutory reference: M.G.L. Chapter 30, Section 39P). This Paragraph 1.6 applies to every contract subject to M.G.L. Chapter 30, Section 39M, and to every contract subject to M.G.L. Chapter 149, Sections 44A through 44H.
- 1.6.1** In every case in which this contract 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, the decision shall be made promptly and, in any event, no later than thirty (30) 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 (30) 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 (30) day period and the date by which the decision will be made.
- 1.7** Certificate of Appropriation: (Statutory reference: M.G.L. Chapter 44, Section 31C). This Paragraph 1.7 applies to contracts for construction, reconstruction, alteration, remodeling, repair or demolition of any public building or public work by any city or town costing more than the amount set forth in M.G.L. Chapter 44, Section 31C.
- 1.7.1** This Contract shall not be deemed to have been made until the auditor or accountant or other officer of the city or town having similar duties has certified thereon that an appropriation in the amount of this contract is available therefore and that an officer of the city, town, or Awarding Authority has been authorized to execute said contract and approve all requisitions and change orders. No order to the Contractor for a change in or addition to the work, whether in the form of a drawing, plan, detail or any other written instruction, unless it is an order which the Contractor is willing to perform without any increase in the contract price, shall be deemed to be given until the auditor or accountant, or other officer of the Awarding Authority having similar duties, has certified thereon that an appropriation in the amount of such order is available therefore; but such certificate shall not be taken as an admission by the Awarding Authority of its liability to pay for such work. The certificate of the auditor or accountant or other officer of the Awarding Authority having similar duties, that an appropriation in the amount of this contract or in the amount of such order is available shall bar any defense by the Awarding Authority on the ground of insufficient appropriation.

- 1.8** Method of Payment: (Statutory reference: M.G.L. Chapter 30, Section 39K). This Paragraph 1.8 applies to every contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building by the Commonwealth, or by any county, city, town, district, board, commission or other public body, when the amount is more than two thousand dollars (\$2,000).
- 1.8.1** Within fifteen (15) days after receipt from the Contractor, at the place designated by the Awarding Authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the awarding authority will make a periodic payment to the Contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the Contractor has title or to which a Subcontractor has title and has authorized the Contractor to transfer title to the Awarding Authority, less (1) a retention based on its estimate of the full value of its claims against the Contractor and less (2) a retention for direct payments to Subcontractors based on demands for same in accordance with the provisions of Paragraph 1.10 of these Supplementary General Conditions, and less (3) a retention not exceeding five (5) percent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within sixty-five (65) days after (a) 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 (b) the Contractor substantially completes the work and the Awarding Authority takes possession for occupancy, whichever occurs first, the Awarding Authority shall pay the contractor the entire balance due on the contract less (1) a retention based on its estimate of the fair value of its claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to Subcontractors based on demands for same in accordance with the provisions of Paragraph 1.10 of these Supplementary General Conditions, or based on the record payments by the Contractor to the Subcontractors under this contract if such record of payment indicates that the Contractor has not paid Subcontractors as provided in Paragraph 1.10. If the Awarding Authority fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three (3) percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until fifteen (15) days after receipt of such periodic estimate from the Contractor, at the place designated by the awarding authority if such a place is so designated. The Contractor agrees to pay to each Subcontractor a portion of any such interest paid in accordance with the amount due each Subcontractor.
- 1.8.2** The Awarding Authority may make changes in any periodic estimate submitted by the Contractor, and the payment due on said periodic estimate shall be computed in accordance with the change so made, but such changes or any requirement for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in

accordance with the changes made, as provided herein; provided, that the Awarding Authority may, within seven (7) days after receipt, return to the Contractor for correction, any periodic estimate which is not in the required form or which contains computations not arithmetically correct and, in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter.

- 1.8.3** All periodic estimates shall be submitted to the Awarding Authority, or to its designee as set forth in writing to the Contractor, and the date of receipt by the Awarding Authority or its designee shall be marked on the estimate. All periodic estimates shall contain a separate item for each subtrade and each sub-subtrade, listed in the sub-bid form as required by the specifications, and a column listing the amount paid to each subcontractor and sub-subcontractor as of the date the periodic estimate is filed. The person making payment for the Awarding Authority shall add the daily interest provided for herein to each payment for each day beyond the due date based on the date of receipt marked on the estimate.
- 1.8.4** A certificate of the Architect to the effect that the Contractor has fully or substantially completed the work shall, subject to the provisions of Paragraph 1.4 of these Supplementary General Conditions, be conclusive for the purposes of this Paragraph 1.8.
- 1.8.5** Notwithstanding the provisions of this section, at any time after the value of the work remaining to be done is, in the estimation of the awarding authority, less than 1 per cent of the adjusted contract price, or the awarding authority has determined that the contractor has substantially completed the work and the awarding authority has taken possession for occupancy, the awarding authority may send to the general contractor by certified mail, return receipt requested, a completed and final list of all incomplete and unsatisfactory work items, including, for each item on the list, a good faith estimate of the fair and reasonable cost of completing such item. The general contractor shall then complete all such work items within 30 days of receipt of such list or before the contract completion date, whichever is later. If the general contractor fails to complete all incomplete and unsatisfactory work items within 45 days after receipt of such items furnished by the awarding authority or before the contract completion date, whichever is later, subsequent to an additional 14 days' written notice to the general contractor by certified mail, return receipt requested, the awarding authority may terminate the contract and complete the incomplete and unsatisfactory work items and charge the cost of same to the general contractor and such termination shall be without prejudice to any other rights or remedies the awarding authority may have under the contract. The awarding authority shall note any such termination on the evaluation form to be filed by the awarding authority pursuant to the provisions of section 44D of chapter 149.
- 1.9** Method of Payment: (Statutory reference: M.G.L. Chapter 30, Section 39G). This Paragraph 1.9 applies to every contract for the construction, reconstruction, alteration, remodeling, repair or improvement of public ways; including bridges and other highway structures, sewers and water mains, airports and other public works entered into with the Commonwealth, or any agency or political subdivision thereof.

- 1.9.1** Upon substantial completion of the work required by a contract with the Commonwealth, or any agency or political subdivision thereof, for the construction, reconstruction, alteration, remodeling, repair or improvement of public ways, including bridges and other highway structures, sewers and water mains, airports and other public works, the contractor shall present in writing to the Awarding Authority its certification that the work has been substantially completed. Within twenty-one (21) days thereafter, the Awarding Authority shall present to the contractor either a written declaration that the work has been substantially completed or an itemized list of incomplete or unsatisfactory work items required by the contract sufficient to demonstrate that the work has not been substantially completed. The Awarding Authority may include with such list a notice setting forth a reasonable time, which shall not in any event be prior to the contract completion date, within which the contractor must achieve substantial completion of the work. In the event that the Awarding Authority fails to respond, by presentation of a written declaration or itemized list as aforesaid, to the contractor's certification within the twenty-one (21) day period, the contractor's certification shall take effect as the Awarding Authority's declaration that the work has been substantially completed.
- 1.9.2** Within sixty-five (65) days after the effective date of a declaration of substantial completion, the Awarding Authority shall prepare and forthwith send to the contractor for acceptance a substantial completion estimate for the quality and price of the work done and all but one (1) per cent retainage on that work, including the quantity, price and all but one (1) percent retainage for the undisputed part of each work item and extra work item in dispute but excluding the disputed part thereof, less the estimated cost of completing all incomplete and unsatisfactory work items and less the total periodic payments made to date for the work. The Awarding Authority also shall deduct from the substantial completion estimate an amount equal to the sum of all demands for direct payments filed by subcontractors and not yet paid to subcontractors or deposited in joint accounts pursuant to Section 1.10, but no contract subject to said Section 1.10 shall contain any other provision authorizing the Awarding Authority to deduct any amount by virtue of claims asserted against the contract by subcontractors, material suppliers or others.
- 1.9.3** If the Awarding Authority fails to prepare and send to the contractor any substantial completion estimate required by section 1.9.2, on or before the date herein above set forth, the Awarding Authority shall pay to the contractor interest on the amount which would have been due to the contractor pursuant to such substantial completion estimate, at the rate of three (3) percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston from such date to the date on which the Awarding Authority sends that substantial completion estimate to the contractor for acceptance or to the date of payment therefore, whichever occurs first. The Awarding Authority shall include the amount of such interest in the substantial completion estimate.
- 1.9.4** Within fifteen (15) days after the effective date of the declaration of substantial completion, the Awarding Authority shall send to the contractor by certified mail, return receipt requested, a complete list of all incomplete or unsatisfactory work items, and unless delayed by causes beyond his control, the contractor shall complete all such work items within forty-five (45) days after the receipt of such list or before the then contract

completion date, whichever is later. If the contractor fails to complete such work within such time, the Awarding Authority may, subsequent to seven (7) day's written notice to the contractor by certified mail, return receipt requested, terminate the contract and complete the incomplete or unsatisfactory work items and charge the cost of same to the contractor.

- 1.9.5** Within thirty (30) days after receipt by the Awarding Authority of a notice from the contractor stating that all of the work required by the contract has been completed, the Awarding Authority shall prepare and forthwith send to the contractor for acceptance, a final estimate for the quantity and price of the work done and all retainage on that work less the payments made to date, unless the Awarding Authority's inspection shows that work items required by the contract remain incomplete or unsatisfactory, or that documentation required by the contract has not been completed. If the Awarding Authority fails to prepare and sends to the contractor the final estimate within thirty (30) days after receipt of notice of completion, the Awarding Authority shall pay to the contractor interest on the amount which would have been due to the contractor pursuant to such final estimate at the rate hereinabove provided from the thirtieth (30th) day after such completion until the date on which the Awarding Authority sends the final estimate to the contractor for acceptance or the date of payment therefore, whichever occurs first, provided that the Awarding Authority's inspection shows that no work items required by the contract remain incomplete or unsatisfactory. Interest shall not be paid hereunder on amounts for which interest is required to be paid in connection with the substantial completion estimate as hereinabove provided.
- 1.9.6** The Awarding Authority shall pay the amount due pursuant to any periodic substantial completion or final estimate within thirty-five (35) days after receipt of written acceptance for such estimate from the contractor and shall pay interest on the amount due pursuant to such estimate at the rate hereinabove provided from that thirty-fifth (35) day to the date of payment. In the case of periodic payments, the Awarding Authority may deduct from its payment a retention based on its estimate of the fair value of its claim against the contractor, a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of Section 1.10, and a retention to secure satisfactory performance of the contractual work not exceeding five (5) percent of the approved amount of any periodic payment, and the same right to retention shall apply to bonded subcontractors entitled to direct payment under Section 1.10; provided, that a five percent value of all items that are planted in the ground shall be deducted from the periodic payments until final acceptance.
- 1.9.7** No periodic, substantial completion or final estimate or acceptance or payment thereof shall bar a contractor from reserving all rights to dispute the quantity and amount of, or the failure of the Awarding Authority to approve a quantity and amount of, all or part of any work item or extra work item.
- 1.9.8** Substantial completion, for the purpose of this Paragraph 1.9, shall mean either that the work required by the contract has been completed except for work having a contract price of less than one (1) 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 required

by the contract.

- 1.10** Direct Payment: (Statutory reference: M.G.L. Chapter 30, Section 39F). This Paragraph 1.10 applies to every contract awarded pursuant to M.G.L. Chapter 149, Sections 44A through 44H, and (with the exception of Subparagraph 1.10.9) to every contract awarded pursuant to M.G.L. Chapter 30, Section 39M.
- 1.10.1** Forthwith after the Contractor receives payment on account of a periodic estimate, the Contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by that Subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the Subcontractor by the Contractor.
- 1.10.2** Not later than the sixty-fifth day after each Subcontractor substantially completes the work in accordance with the Drawings and Specifications, the entire balance due under the subcontract, less amounts retained by the Awarding Authority as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the Subcontractor; and the Awarding Authority shall pay that amount to the Contractor. The Contractor shall forthwith pay to the Subcontractor the full amount received from the Awarding Authority less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the Subcontractor by the Contractor.
- 1.10.3** Each payment made by the Awarding Authority to the Contractor pursuant to Subparagraphs 1.10.1 and 1.10.2 of this Paragraph 1.10 for the labor performed and the materials furnished by a Subcontractor shall be made to the Contractor for the account of that Subcontractor; and the Awarding Authority shall take reasonable steps to compel the Contractor to make each such payment to each such Subcontractor. If the Awarding Authority has received a demand for direct payment from a Subcontractor for any amount which has already been included in a payment to the Contractor or which is to be included in a payment to the Contractor for payment to the Subcontractor as provided in Subparagraphs 1.10.1 and 1.10.2, the Awarding Authority shall act upon the demand as provided in this Paragraph 1.10.
- 1.10.4** If, within seventy (70) days after the Subcontractor has substantially completed the subcontract work, the Subcontractor has not received from the Contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the Contractor, less any amount retained by the Awarding Authority as to the estimated cost of completing the incomplete and unsatisfactory items of work, the Subcontractor may demand direct payment of that balance from the Awarding Authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the Awarding Authority, and a copy shall be delivered to or sent by certified mail to the Contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after the Subcontractor has substantially completed the subcontract work. Within ten (10) days after the Subcontractor has delivered or so mailed

the demand to the Awarding Authority and delivered or so mailed a copy to the Contractor, the Contractor may reply to the demand. The reply shall be a sworn statement delivered to or sent by certified mail to the Awarding Authority, and a copy shall be delivered to or sent by certified mail to the Subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract, including any amount due for extra labor and materials furnished to the Contractor and of the amount due for each claim made by the Contractor against the Subcontractor.

- 1.10.5** Within fifteen (15) days after receipt of the demand by the Awarding Authority, but in no event prior to the seventieth day after substantial completion of the subcontract work, the Awarding Authority shall make direct payment to the Subcontractor of the balance due under the subcontract, including any amount due for extra labor and materials furnished to the Contractor, less any amount (I) retained by the Awarding Authority as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the Contractor in the sworn reply; provided that the Awarding Authority shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by Subparagraph 1.10.4.

The Awarding Authority shall make further direct payments to the Subcontractor forthwith after the removal of the basis for deduction from direct payments made as provided in parts (I) and (ii) of this Subparagraph.

- 1.10.6** The Awarding Authority shall forthwith deposit the amounts deducted from a direct payment as provided in part (iii) of Subparagraph 1.10.5 in an interest-bearing joint account in the names of the Contractor and the Subcontractor in a bank in Massachusetts selected by the Awarding Authority or agreed upon by the Contractor and the Subcontractor and shall notify the Contractor and the Subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the Contractor and the Subcontractor or as determined by decree of a court of competent jurisdiction.
- 1.10.7** All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to Subparagraph 1.10.6 shall be made out of amounts payable to the Contractor at the time of receipt of a demand for direct payment from a Subcontractor and out of amounts which later become payable to the Contractor and in the order or receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the awarding authority to the Contractor to the extent of such payment.
- 1.10.8** The Awarding Authority shall deduct from payments to a Contractor amounts, which together with the deposits in interest-bearing accounts pursuant to Subparagraph 1.10.6, are sufficient to satisfy all unpaid balances of demands for direct payments received from Subcontractors. All such amounts shall be earmarked for such direct payments, and the Subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the Contractor.

**1.10.9** If the Subcontractor does not receive payment as provided in Subparagraph 1.10.1 or if the Contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the Subcontractor and the Subcontractor does not receive payment for same when due less the deductions provided for in Subparagraph 1.10.1, the Subcontractor may demand direct payment by following the procedure in Subparagraph 1.10.4 and the Contractor may file a sworn reply as provided in that same Subparagraph. A demand made after the first day of the month following that for which the Subcontractor performed or furnished the labor and materials for which the Subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the Contractor. Thereafter the Awarding Authority shall proceed as provided in Subparagraphs 1.10.5, 1.10.6, 1.10.7 and 1.10.8.

**1.10.10** Any assignment by a Subcontractor of the rights under this Section to a Surety company furnishing a bond under the provisions of M.G.L. Chapter 149, Section 29 shall be invalid. The assignment and subrogation court against the Awarding Authority and the Contractor shall not be a necessary party. Upon motion of any party the court shall advance for speedy trial any petition filed as provided in this paragraph. M.G.L. Chapter 231, Sections 59 and 59B shall apply to such petitions. The Court shall enter an interlocutory decree upon which execution shall issue for any part of a claim found due pursuant to Sections 59 and 59B and, upon motion of any party, shall advance for speedy trial the petition to collect the remainder of the claim. Any party aggrieved by such interlocutory decree shall have the right to appeal there from as from a final decree. The court shall not consolidate for trial the petition of any Subcontractor with the petition of one or more Subcontractors or the same general contract unless the court finds that a substantial portion of the evidence of the same events during the course of construction (other than the fact that the claims sought to be consolidated arise under the same general contract) is applicable to the petitions sought to be consolidated and that such consolidation will prevent unnecessary duplication of evidence. A decree in any such price in equity in the superior court against the other and the bank shall not be a necessary party. A Subcontractor shall enforce a claim for direct payment or a right to require a deposit as provided in Subparagraph 1.10.6 by a petition in equity in the superior court against the Awarding Authority and the Contractor shall not be a necessary party. Upon motion of any party the court shall advance for speedy trial any petition filed as provided in this paragraph. M.G.L. Chapter 231, Sections 59 and 59B shall apply to such petitions. The Court shall enter an interlocutory decree upon which execution shall issue for any part of a claim found due pursuant to Sections 59 and 59B and, upon motion of any party, shall advance for speedy trial the petition to collect the remainder of the claim. Any party aggrieved by such interlocutory decree shall have the right to appeal there from as from a final decree. The court shall not consolidate for trial the petition of any Subcontractor with the petition of one or more Subcontractors or the same general contract unless the court finds that a substantial portion of the evidence of the same events during the course of construction (other than the fact that the claims sought to be consolidated arise under the same general contract) is applicable to the petitions sought to be consolidated and that such consolidation will prevent unnecessary duplication of evidence. A decree in any such proceeding shall not include interest on the disputed amount deposited in excess of the interest earned for the period of any such deposit. No person except a Subcontractor filing a demand for direct payment for which

no funds due the Contractor are available for direct payment shall have a right to file a petition in a court of equity against the Awarding Authority claiming a demand for direct payment is premature, and such Subcontractor must file the petition before the Awarding Authority has made a direct payment to the Subcontractor and has made a deposit of the disputed portion as provided in part (iii) of Subparagraph 1.10.5 and in Subparagraph 1.10.6.

- 1.10.11** "Subcontractor" as used in this Paragraph 1.10 (I) for contracts awarded as provided in M.G.L. Chapter 149, Sections 44A-44H, inclusive, shall mean a person who files a sub-bid and receives a subcontract as a result of that filed sub-bid or who is approved by the Awarding Authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the Contractor, and (ii) for contracts awarded as provided in M.G.L. Chapter 30, Section 39M(a), shall mean a person approved by the Awarding Authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the general contractor.
- 1.10.12** A Contractor or a Subcontractor shall enforce a claim to any portion of the amount of a demand for direct payment deposited as provided in Subparagraph 1.10.6 by a petition in equity in the superior court against the other and the bank shall not be a necessary party. A Subcontractor shall enforce a claim for direct payment or a right to require a deposit as provided in Subparagraph 1.10.6 by a petition in equity in the superior court against the Awarding Authority and the Contractor shall not be a necessary party. Upon motion of any party the court shall advance for speedy trial any petition filed as provided in this paragraph. M.G.L. Chapter 231, Sections 59 and 59B shall apply to such petitions. The Court shall enter an interlocutory decree upon which execution shall issue for any part of a claim found due pursuant to Sections 59 and 59B and, upon motion of any party, shall advance for speedy trial the petition to collect the remainder of the claim. Any party aggrieved by such interlocutory decree shall have the right to appeal there from as from a final decree. The court shall not consolidate for trial the petition of any Subcontractor with the petition of one or more Subcontractors or the same general contract unless the court finds that a substantial portion of the evidence of the same events during the course of construction (other than the fact that the claims sought to be consolidated arise under the same general contract) is applicable to the petitions sought to be consolidated and that such consolidation will prevent unnecessary duplication of evidence. A decree in any such proceeding shall not include interest on the disputed amount deposited in excess of the interest earned for the period of any such deposit. No person except a Subcontractor filing a demand for direct payment for which no funds due the Contractor are available for direct payment shall have a right to file a petition in a court of equity against the Awarding Authority claiming a demand for direct payment is premature, and such Subcontractor must file the petition before the Awarding Authority has made a direct payment to the Subcontractor and has made a deposit of the disputed portion as provided in part (iii) of Subparagraph 1.10.5 and in Subparagraph 1.10.6.
- 1.10.13** In any petition to collect any claim for which a Subcontractor has filed a demand for direct payment the court shall, upon motion of the Contractor, reduce by the amount of any deposit of a disputed amount by the Awarding Authority as provided in part (iii) of

Subparagraph 1.10.5 and in subparagraph 1.10.6 any amount held under a trustee writ or pursuant to a restraining order or injunction.

**1.11** Discharge or Release of Bonds (Statutory reference: M.G.L. Chapter 30, Section 40). This Paragraph 1.11 applies to every contract awarded for the construction or repair of public buildings or other public works.

**1.11.1** Bonds given to the Commonwealth, any county, city, town or political subdivision to secure the performance of contracts for the construction or repair of public buildings or other public works may be discharged or released by the Awarding Authority, upon such terms as it deems expedient, after the expiration of one (1) year from the time of completion, subject to Section 39 K, of the work contracted to be done; provided that no claim filed under said bond is pending, and provided further, that no such bonds shall be discharged or released prior to the expiration of all special guarantees provided for in the contract unless new bonds in substitution therefore specifically relating to the unexpired guarantees shall be taken.

## **ARTICLE 2 - WAGES AND EMPLOYMENT PRACTICES**

**2.1** Preference To Veterans and Citizens In Public Works; Rate of Wages: (Statutory reference: M.G.L. Chapter 149, Section 26) This Paragraph 2.1 applies to every contract or subcontract for the construction of public works by the Commonwealth or by a county, town or district.

**2.1.1** In the employment of mechanics and apprentices, teamsters, chauffeurs and laborers, preference shall first be given to citizens of the Commonwealth who have been residents of the Commonwealth for at least six (6) months at the commencement of their employment, who are veterans as defined in M.G.L. Chapter 4, Section 7, Clause 43, 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 (6) months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States, and every contract for such work shall contain a provision to this effect. Each county, town or district in the construction of public works, or persons contracting or subcontracting for such works, shall give preference to veterans and citizens who are residents of such county, town or district.

**2.1.2** The rate per hour of the wages paid to said mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works shall not be less than the rate or rates of wages to be determined by the Commissioner of Labor and Industries as hereinafter provided; provided that the wages paid to laborers employed on said works shall not be less than those paid to laborers in the municipal service of the town or towns where said works are being constructed; provided further, that where the same public work is to be constructed in two (2) or more towns, the wages paid to laborers shall not be less than those paid to laborers in the municipal town paying the highest rate; provided further, that if, in any of the towns where the works are to be constructed, a wage rate or wage rates have been established in certain trades and occupations by collective agreements or understandings between organized labor and employers, the rate or rates to be paid on said

works shall not be less than the rates so established; provided further, that in towns where no such rate or rates have been established, the wages paid to mechanics, teamsters, chauffeurs and laborers on public works shall not be less than the wages paid to the employees in the same trades and occupations by private employers engaged in the construction industry. This section shall also apply to regular employees of the Commonwealth or a county, town or district, when such employees are employed in the construction, addition to or alteration of public buildings for which special appropriations of more than one thousand (\$1,000.00) dollars are provided. Payments by employers to health and welfare plans, pension plans and supplementary unemployment benefit plans under collective bargaining agreements or understandings between organized labor and employers shall be included for the purpose of establishing minimum wage rates as herein provided.

**2.2** List of Jobs; Classifications; Determination of Rate of Wages; Schedule: (Statutory reference: M.G.L. Chapter 149, Section 27). This Paragraph 2.2. applies to every contract or subcontract for the construction of public works by the Commonwealth, or by a county, town or district.

**2.2.1** The Commissioner of Labor and Industries shall prepare, for the use of such public officials or public bodies whose duty it shall be to cause public works to be constructed, a list of the several jobs usually performed on various types of public works upon which mechanics and apprentices, teamsters, chauffeurs and laborers are employed. The Commissioner shall classify said jobs, and he may revise such classifications from time to time, as he may deem advisable. Prior to awarding a contract for the construction of public works, said public official or public body shall submit to the Commissioner a list of the jobs upon which mechanics and apprentices, teamsters, chauffeurs and laborers are to be employed, and shall request the Commissioner to determine the rate of wages to be paid on each job. The Commissioner, subject to the provisions of Paragraph 2.1 of these Supplementary General Conditions, shall proceed forthwith to determine the same, and shall furnish said official or public body with a schedule of such rate or rates of wages as soon as said determination shall have been made. In advertising or calling for bids for said works, the Awarding Authority or public body shall incorporate said schedule in the advertisement or call for bids by an appropriate reference thereto, and shall furnish a copy of said schedule without cost, to any person requesting the same. Said schedule shall be made a part of the contract for said works and shall continue to be the minimum rate or rates of wages for said employees during the life of the contract. Any person engaged in the construction of said works shall cause a legible copy of said schedule to be kept posted in a conspicuous place at the site of said works during the life of the contract. The aforesaid rates of wages in the schedule of wage rates shall include payments by employers to health and welfare plans, pension plans and supplementary unemployment benefit plans as provided in the previous section, and such payments shall be considered as payments to persons under this section performing work as herein provided. Any employer engaged in the construction of such works who does not make payments to a health and welfare plan, a pension plan and supplementary unemployment benefit plan, where such payments are included in said rates of wages, shall pay the amount of said payments directly to each employee engaged in said construction. Note: The Awarding Authority does not guarantee the accuracy of any schedule of wage rates furnished to the Contractor hereunder, and the Contractor shall be responsible for ascertaining the prevailing wages in the area where

the work will be performed.

- 2.3** Employment Records To Be Kept By Contractor, Subcontractors; Statement of Compliance: (Statutory reference: M.G.L. Chapter 149, Section 27B). This Paragraph 2.3 applies to every contract or subcontract for the construction of public works by the Commonwealth, or by a county, town or district.
- 2.3.1** Every Contractor, Subcontractor or public body engaged in said public works to which Paragraph 2.3 of these Supplementary General Conditions applies shall keep a true and accurate record of all mechanics and apprentices, teamsters, chauffeurs and laborers employed thereon, showing the name, address and occupational classification of each such employee and shall furnish to the Commissioner of Labor and Industries, upon his request, a copy of said record, signed by the employer of his authorized agent under the penalties of perjury. Such records shall be open to inspection by any authorized representative of the Department of Labor and Industries at any reasonable time, and as often as may be necessary.
- 2.3.2** Each such Contractor, Subcontractor or public body shall preserve its payroll records for a period of three (3) years from the date of completion of the contract.
- 2.3.3** Each such Contractor, Subcontractor or public body shall furnish to the Commissioner of Labor and Industries within fifteen (15) days after completion of its portion of the work a statement, executed by the Contractor, Subcontractor, or public body who supervises the payment of wages, in the following form.

STATEMENT OF COMPLIANCE

I \_\_\_\_\_  
(Name of Signatory Party) (Title)

Do hereby state:

That I pay or supervise the payment of the persons employed by

\_\_\_\_\_  
(Contractor, Subcontractor or Public Body)

On the \_\_\_\_\_ and that all mechanics  
(Building or Project)

And apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of Sections 26 and 27 of Chapter 149 of the General Laws.

Signature \_\_\_\_\_

Title \_\_\_\_\_

The above-mentioned copies of payroll records and statements of compliance shall be available for inspection by any interested party filing a written request to the Contractor for such inspections.

**2.4** Wages Paid to Operators of Trucks and Other Equipment: (Statutory reference: M.G.L. Chapter 149, Section 27F). This Paragraph 2.4 applies to every contract for the construction of public works by the Commonwealth, or by a county, city, town or district.

**2.4.1** Prescribed rates of wages, as determined by the Commissioner of Labor and Industries, shall be paid to the operators of all trucks, vehicles or equipment employed on the Project. Said rates of wages shall be requested of said Commissioner by the Awarding Authority and shall be furnished by the Commissioner in a schedule containing the classification of jobs, and the rate of wage to be paid for each job. Said rates of wages shall include payments to health and welfare plans, or, if no such plan is in effect between employers and employees, the amount of such payments shall be paid directly to said operators.

**2.5** Reserve Police Officers: (Statutory reference: M.G.L. Chapter 149, Section 34B). This Paragraph 2.5 applies to every contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public works for the Commonwealth or any political subdivision thereof.

**2.5.1** 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.

- 2.6** Eight-Hour Day, etc.: (Statutory reference: M.G.L. Chapter 149, Sections 30, 34, and 34A). This Paragraph 2.6 applies only to contracts, which are subject to the provisions of the aforesaid Sections of the Massachusetts General Laws.
- 2.6.1** No laborer, worker, mechanic, foreman or inspector working within this Commonwealth in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or part of the work contemplated by the contract, shall be required or permitted to work more than eight (8) hours in any one (1) day or more than forty-eight (48) hours in any one (1) week, or more than six (6) days in any one (1) week, except in cases of extraordinary emergency.
- 2.7** Lodging, etc.: (Statutory reference: M.G.L. Chapter 149, Section 25). This paragraph 2.7 applies to every contract for the doing of public work with the Commonwealth, a county, city or town, or with a department, board, commission, or officer acting therefore.
- 2.7.1** 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.
- 2.8** Access to Contractor's Records: (Executive Order No. 195). This Paragraph 2.8 applies to every contract for the purchase of services or materials by any agency, bureau, board, commission, institution, or department of the Commonwealth or a municipal contract funded, in whole or in part, by the Commonwealth.
- 2.8.1** The Governor or his Designee, the Secretary of Administration and Finance, and the State Auditor or his Designee shall have the right at reasonable times and upon reasonable notice to examine the books, records and other compilations of data of the Contractor which pertain to the performance and requirements of this contract.
- 2.9** Worker's Compensation Insurance: (Statutory reference: M.G.L. Chapter 149, Section 34). This Paragraph 2.9 applies to every contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public building or other public works for the Commonwealth or any political subdivision thereof.
- 2.9.1** The Contractor shall, before commencing performance of the contract, provide by insurance for the payment of and the furnishing of other benefits under M.G.L. Chapter 152 to all persons to be employed under the contract, and the Contractor shall continue such insurance in full force and effect during the term of the contract. Sufficient proof of compliance with this Paragraph 2.9 must be furnished at the time of execution of this contract. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the contract and shall operate as an immediate termination thereof. No cancellation of such insurance, whether by the insurer or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to other party and to the Awarding Authority at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice.



### **ARTICLE 3 - CONTRACTOR'S ACCOUNTING METHOD REQUIREMENTS**

- 3.1** (Statutory reference: M.G.L. Chapter 30, Section 39R). This Article 3 applies to "Contracts" and "Contractors", as defined in Subparagraph 3.1.1 and 3.1.2, below.
- 3.1.1** "Contractor" means any person, corporation, partnership, joint venture, sole proprietorship, or other entity awarded a contract pursuant to Section 39M of Chapter 30, Sections 44A-44J inclusive, of Chapter 149, and Sections 30B-30P, inclusive, of Chapter 7.
- 3.1.2** "Contract" means any contract awarded or executed pursuant to Sections 30B-30P, inclusive, of Chapter 7, and any contract awarded or executed pursuant to Section 39M of Chapter 30, or Sections 44A-44H, inclusive, of Chapter 149, which is for an amount or estimated amount that exceeds the dollar amount set forth in M.G.L. Chapter 30, Section 39R.
- 3.1.3** "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.
- 3.1.4** "Independent Certified Public Accountant" 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 who is in fact independent. In determining whether an accountant is independent with respect 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.
- 3.1.5** "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.
- 3.1.6** "Accountant's Report", when used in regard to financial statements, means a document in which an independent certified public accountant indicates the scope of the audit which he/she has made and sets his/her opinion regarding the financial statements taken as a whole with a listing of noted exceptions and qualifications, or an assertion to the effect that an overall opinion cannot be expressed. When an overall opinion cannot be expressed, the reasons therefore shall be stated. An accountant's report shall include as a part thereof a signed statement by the responsible corporate officer attesting that management has fully disclosed all material facts to the independent certified public accountant, and that the auditing financial statement is a true and complete statement of the financial condition of the Contractor.
- 3.1.7** "Management", when used herein, means the chief executive officers, partners, principals or other person or persons primarily responsible for the financial and operational policies and practices of the Contractor.

- 3.1.8** Accounting terms, unless otherwise defined herein, shall have a meaning in accordance with generally accepted accounting principles and auditing standards.
- 3.2** Subparagraph 3.1.2 hereof notwithstanding, every agreement or contract awarded or executed pursuant to Sections 30B-30P, inclusive, of Chapter 7, and pursuant to Section 39M of Chapter 30 or to Sections 44A-44H, inclusive, of Chapter 149, shall provide that:
- 3.2.1** The Contractor shall make, and keep for at least six (6) years after final payment, books, records, and accounts, which in reasonable detail accurately and fairly reflect the transactions and dispositions of the Contractor.
- 3.2.2** Until the expiration of six (6) years after final payment, the Awarding Authority, office of inspector general, and the Deputy Commissioner of Capital Planning and Operations shall have the right to examine any books, documents, papers or records of the Contractor or his/her Subcontractors that directly pertain to, and involve transactions relating to, the Contractor or his/her Subcontractors.
- 3.2.3** If the agreement is a contract as defined herein, the Contractor shall describe any change in the method of maintaining records or recording transactions which materially affect any statements filed with the Awarding Authority, including in his/her description 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.
- 3.2.4** If the agreement is a contract as defined herein, the Contractor has filed a statement of management on internal accounting controls as set forth in Paragraph 3.3 below prior to the execution of the contract.
- 3.2.5** If the agreement is a contract as defined herein, the Contractor has filed prior to the execution of the contracts and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in Paragraph 3.5 below.
- 3.3** Every Contractor awarded a contract 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:
- 3.3.1** Transactions are executed in accordance with management's general and specific authorization;
- 3.3.2** Transactions are recorded as necessary;
- (1) To permit preparation of financial statements in conformity with generally accepted accounting principles, and
- (2) To maintain accountability for assets;
- 3.3.3** Access to assets is permitted only in accordance with management's general or specific

authorization;

- 3.3.4** The recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.
- 3.4** Every Contractor awarded a contract shall also file with the Awarding Authority a statement prepared and signed by an independent certified public accountant, stating that he/she has examined the statement of management on internal accounting controls, and expressing an opinion as to:
- 3.4.1** Whether the representations of management in response to this paragraph and Paragraph 3.2 above are consistent with the result of management's evaluation of the system of internal accounting controls; and
- 3.4.2** Whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts, which would be material when measured in relation to the applicant's financial statements.
- 3.5** Every Contractor awarded a contract by the Commonwealth or by any political subdivision thereof shall annually file with the Awarding Authority 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.

#### **ARTICLE 4 - MISCELLANEOUS**

- 4.1** Weather Protection: This Paragraph 4.1 applies to every contract subject to M.G.L. Chapter 149, Section 44A.
- 4.1.1** The Contractor shall install weather protection and provide adequate heat in the protected area from November 1 to March 31, as required by M.G.L. Chapter 149, Section 44F(1).
- 4.2** Form for Sub-contract: This Paragraph 4.2 applies to every contract subject to M.G.L. Chapter 149, Section 44A.
- 4.2.1** The Contractor when sub-contracting with sub-bidders filed pursuant to M.G.L. Chapter 149, Section 44F shall use the form for sub-contract in Chapter 149, Section 44F(4)(c).
- 4.3** Foreign Corporations: This Paragraph 4.3 applies to every contract with the Commonwealth, a county, city, town, district, board, commission, or other public body for the construction, reconstruction, alteration, remodeling, repair, or demolition of any public building or other public works.
- 4.3.1** The Contractor, if a foreign corporation, shall comply with M.G.L. Chapter 181, Sections 3 and 5, and Chapter 30, Section 39L.

- 4.4** Shoring: (Statutory reference: M.G.L. Chapter 149, Section 129A). This Paragraph 4.4 applies to every construction project carried on by any city, town, county, or other subdivision of the Commonwealth in which a trench is to be dug to a depth of six and one-half (6 ½) feet which will be open less than forty-eight (48) hours, and except for digging of graves.
- 4.4.1** Trenches shall be shored and braced in conformity with rules and regulations relating thereto, adopted and enforced by the Department of Labor and Industries.
- 4.5** Certification of Compliance with Tax Laws: (Statutory reference: M.G.L. Chapter 62C, Section 49A). This Paragraph 4.5 applies to contracts for goods or services furnished by any department, board, commission, division, authority, district or other agency of the Commonwealth or any subdivision of the Commonwealth, including a city, town or district.
- 4.5.1** By executing this contract, the Contractor certifies, under penalties of perjury, that to the best of his information, knowledge and belief he has complied with all laws of the Commonwealth relating to taxes.
- 4.6** Verification of Construction Debris Disposal: Worcester Revised Ordinances, Chapter 8, Section 7. This Paragraph 4.7 shall apply to every contract entered into by the City of Worcester for the demolition, renovation, rehabilitation, or alteration of a building or structure.
- 4.6.1** In furtherance of the requirements set forth in M.G.L. Chapter 40, Section 54, and Section 114.1.3 of the Massachusetts State Building Code, the Code Director shall require any person who obtains a permit for the demolition, renovation, rehabilitation, or alteration of a building or structure to provide verification that the debris resulting from such activities was disposed of at the licensed solid waste facility named in conjunction with the permit application.
- 4.6.2** The verification required under sub-section (a.), above, shall consist of the following:
- 4.6.2.1** A dated receipt, signed by the owner/operator of the licensed solid waste disposal facility where the debris was deposited.
- 4.6.2.2** The receipt shall contain a description of the debris disposed of, and its weight, or volume.
- 4.6.2.3** The permit holder shall also provide the Code Director with an affidavit that the receipt submitted is true and accurate to the best of the permit holder's knowledge.
- 4.6.2.4** If the permit holder cannot dispose of the debris at the location indicated, it shall be the permit holder's obligation to obtain an amendment to the permit reflecting the new disposal location. The Code Director shall be so notified, and the permit amended, prior to the disposal of the debris at the new disposal location.
- 4.6.3** This Section shall not apply to the construction of a new building or structure.
- 4.7** Responsible Employer Ordinance: (Worcester Revised Ordinances, Chapter 2, Section

35) This paragraph shall apply to every contract entered into by the City of Worcester for the construction, reconstruction, installation, demolition, maintenance or repair of any building, where the contract amount is more than one hundred thousand dollars (\$100,000).

- 4.7.1** The city council hereby finds and determines that the failure of certain construction firms awarded contracts funded by the city to include and enforce provisions requiring compliance with state laws governing the payment of prevailing wages, the provision of workers compensation coverage, and the proper classification of individuals as employees and not as independent contractors, as well as provisions concerning health insurance coverage and state-certified apprenticeship programs, is injurious to the life, health and happiness of individuals employed by such firms and is deleterious to the quality of life in the city where most of such individuals reside.
- 4.7.2** Every contract awarded by the city under G.L. c. 149, § 44A(2) where the amount of the contract is more than one-hundred thousand dollars, and any subcontract awarded in connection with any such general contract where the amount of such subcontract is more than twenty-five thousand dollars, shall be deemed to incorporate by reference the provisions of sub-parts (1) through (6) of this subsection together with the provisions of subsections (c), (d) and (e) of this section.
- 4.7.2.1** The bidder and all subcontractors under the bidder shall comply with the city residents jobs ordinance codified as § 32 of chapter two of the Revised Ordinances of 1996; **(Compliance with the City Residents Jobs Ordinance is currently suspended)**
- 4.7.2.2** The bidder and all subcontractors under the bidder shall comply with the requirements of G.L. c. 149 concerning the payment of prevailing wage rates to their employees;
- 4.7.2.3** The bidder and all subcontractors under the bidder must maintain and participate in a bona fide apprentice training program as defined by G.L. c. 23, §§ 11H & 11I for each apprenticeable trade or occupation represented in its workforce that is approved by the division of apprentice training of the Department of Labor and Industries of the Commonwealth and must abide by the apprentice to journeymen ratio for each trade prescribed therein in the performance of the contract; **COMPLIANCE WITH APPRENTICE TRAINING PROVISIONS OF THE RESPONSIBLE EMPLOYER ORDINANCE IS CURRENTLY SUSPENDED.**
- 4.7.2.4** Liquidated Damages-Refer to Owner CM agreement
- 4.7.2.5** The bidder and all subcontractors under the bidder must maintain appropriate industrial accident insurance coverage in accordance with G.L. c. 152 for all individuals employed on the project;
- 4.7.2.6** The bidder and all subcontractors under the bidder must properly classify individuals employed on the project as employees rather than independent contractors and comply with all laws concerning workers' compensation insurance coverage, unemployment taxes, social

security taxes and income taxes as respects all such employees.

- 4.7.3** All bidders and all subcontractors under such bidders who are awarded, or otherwise obtain, contracts from the city on projects governed by G.L. c. 149, § 44A(2), shall comply with the obligations described in sub-parts (1) through (6) of subsection (b) of this section for the entire duration of their work on the project, and an officer of each such bidder or subcontractor under the bidder shall certify under oath and in writing on a weekly basis that they are in compliance with these obligations.
- 4.7.4** Any bidder or subcontractor under the bidder who fails to comply with any of the obligations described in sub-parts (1) through (6) of subsection (b) of this section for any period of time or fails to comply with the weekly certification obligations described in subsection (c) of this section shall be subject to any or all of the following sanctions:
- 4.7.4.1** Temporary suspension of work on the project until compliance is obtained; or,
- 4.7.4.2** Withholding by the city of payment due under the contract until compliance is obtained; or,
- 4.7.4.3** Permanent removal from any further work on the project; or,
- 4.7.4.4** Liquidated Damages: Refer to Owner/CM Agreement within the CM@Risk RFP.
- 4.7.5** In addition to these sanctions a general bidder or contractor shall be equally liable for any violation of the obligations described in sub-parts (1) through (6) of subsection (b) of this section committed by any of its subcontractors or sub-bidders, excepting only those violations which arise from work performed by subcontractors with subcontracts governed by G.L. c. 149, § 44F. Any contractor or subcontractor who has been determined to have violated any of the provisions of subsections (b) or (c) of this section shall be barred from performing any work on any future contracts awarded by the city for six (6) months for the first violation, three (3) years for the second violation, and permanently for a third violation.
- 4.7.6** The provisions of this section shall not apply to construction projects for which the low general bid was less than one-hundred thousand dollars, (\$100,000) or to work performed pursuant to subcontracts governed by G.L. 149, §44F where the bid for such subcontract was less than twenty-five thousand dollars(\$25,000).
- 4.8** Regulation of Construction Noise: (Worcester Revised Ordinances, Chapter 8, Section 34). This paragraph 4.8 shall apply to anyone operating powered construction equipment or delivering construction equipment and/or supplies at any construction site or project within the city of Worcester.
- 4.8.1** It shall be unlawful for any person, firm, corporation, partnership, or other entity to warm up or operate powered construction equipment or to build, erect, construct, demolish, alter, repair, excavate or engage in hoisting, grading, site work, including tree and brush removal, dredging or pneumatic hammering, or to deliver construction equipment and/or supplies to the site on any building, road, tower, parking lot, machine, pipe, sewer, sidewalk, or any other construction project (hereafter collectively the “construction

project”), except between the hours of 7:00 a.m. and 9:00 p.m. on weekdays and Saturday, and between the hours 9:00 a.m. and 7:00 p.m. on Sundays except for “emergency work” which is performed in the interest of public safety or welfare and for which a permit has been issued by the commissioner of Code Enforcement (the Commissioner).

**4.8.2** Emergency work permits may be issued in:

**4.8.2.1** Cases or urgent necessity and for the interests of health, safety and convenience of the public. The Commissioner shall consider whether the reasons given for the urgent necessity are valid and reasonable, and whether the health, safety and convenience of the public will be protected or better served by granting the permit requested and whether the manner and amount of loss or inconvenience to the party in interest imposes a significant hardship; or,

**4.8.2.2** Cases where because the location and nature of the work the noise caused by said work will not be heard by anyone not working on the project. The Commissioner shall consider whether supplying machinery and/or materials to the construction project site will cause unreasonable noise along the routes to the construction project site, and whether such activity will impact residential neighborhoods, and shall not grant any emergency work permit unless unreasonable noise in residential areas will be prevented.

**4.8.2.3** Emergency work permits may be issued to the general contractor on a blanket basis that applies to all of the contractors working on the job, or may be issued to specific contractors on the construction project, at the discretion of the Commissioner. Emergency work permits may be issued for not more than one week at a time, and may be renewed for additional one-week periods at the discretion of the Commissioner.

**4.8.2.4** Prior to issuing or reissuing said emergency work permit the Commissioner shall review the work being conducted and all attendant circumstances, and shall prescribe whatever limitations possible to minimize the generation of noise, and to minimize the impact of noise on the neighbors to the construction project.

**4.8.2.5** Emergency repair work performed by the Department of Public Works and/or any public utility is exempt from this section.

**4.8.2.6** The fee for each such Emergency work permits issued under this section shall be set in accordance with Chapter 2, § 24 of these ordinances.

**4.8.2.7** On any project for the construction, construction, installation, demolition, maintenance or repair of any building, or public work, to be funded in whole or in part by city funds, or funds which, in accordance with a federal or state grant, program, or otherwise, the city expends or administers, or any such project to which the city is a signatory to the contract therefore, the provisions of this section shall apply and the same shall be referenced in every invitation to bid for such project and, the following paragraphs shall be contained in every resulting contract there from:

- (1) “It shall be a material breach of this contract if the contractor and each subcontractor on shall not at all times adhere to the provisions of § 34 of chapter eight of the

Revised Ordinances of the city, by limiting their on-site, noise producing construction and related work to the hours specified by the Ordinance.

- (2) A waiver from the above requirements may, in certain circumstances, be granted in accordance with subsections (b), (c) and (d) of § 34 of chapter eight of the Revised Ordinances of the city.”

**4.8.2.8** The Commissioner of the Department of Code Enforcement shall have the authority to adopt any rules and regulations he or she deems necessary to implement this section.

**4.8.2.9** Nothing in this section shall be deemed to prevent an individual from performing work on his or her own property, so long as the work is being done by the owner of the property or by direct relatives of the owner, and said work is not being done for profit.

**4.8.2.10** This ordinance may be enforced by any Building Inspector and/or Health and Code Inspector assigned by the Commissioner of the Departments of Public Health and Code Enforcement and the Police Department.

**4.8.2.11** Any violation of this ordinance by any person, firm, corporation, partnership, or other entity, shall be individually punished with a fine of \$100.00. Each day upon which a violation of this ordinance occurs shall be considered a separate violation. Employers shall be deemed the violator for violations committed by their employees.

**END OF SECTION 007201**

Section 00 73 00  
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

These Supplementary Instructions to Bidders are intended to assist bidders in establishing items of work required as part of performance of their scope of work and shall be considered by trade contractors and non-trade contractors alike in the preparation of bids.

The items listed in this section are not intended to represent a complete list of work items to be performed under the referenced subcontractor's scope of work, rather they are intended to supplement language already included in the specifications and provide additional information to assist subcontractors in the preparation of bids.

The Construction Manager is Fontaine-Dimeo, but Fontaine Bros. will serve as the operating partner for the joint venture. Therefore, Fontaine-Dimeo, FBI, Fontaine Bros., and CM are used interchangeably throughout, and all refer to Fontaine-Dimeo in its role as construction manager.

Should any subcontractor require further clarification prior to submission of a bid, forward a Request for Information to Fontaine-Dimeo immediately.

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**1. General Requirements and Inclusions for ALL Subcontractors (Trade and Non-Trade).**

1. All components of these Supplementary Instructions to Bidders shall apply to all subcontractors. Provisions to comply with these conditions shall be included in bids.
2. In the Contract Documents, the word "Contractor", "General Contractor", "Trade Contractor" or "Subcontractor" shall mean and shall be interpreted as being the "Subcontractor" or "Trade Contractor" whose scope of work includes that portion of the work or specifications. In the event that work of a specification section is spread over several "scopes of work", each requirement shall apply to the subcontractor in regard to work being performed under their scope of work.
3. Subcontractors are responsible for complete and comprehensive review of contract drawings and specifications. Bid prices are assumed to include labor, materials, equipment, insurance, taxes, fees, and all other costs associated with delivering the complete scope of work in proper working order in accordance with the contract documents.
4. If a conflict exists between the drawings and specifications or within either document itself, the better quality or greater quantity of work shall be included in the subcontractor's bid. An RFI should be submitted immediately upon discovery of any such conflict. If an RFI is not

- submitted and work is commenced, this is done at the subcontractor's risk.
5. Whenever the contract documents require a professional engineer's stamp, review or report, it shall be understood to mean a Professional Engineer licensed and registered in the Commonwealth of Massachusetts.
  6. Subcontractors shall be responsible for all permits, including associated fees, to complete their work (except the General Building Permit) and shall be responsible for coordinating, scheduling, and completing the associated inspections within the time period allotted for construction of their trade on the project schedule. Inspections shall be coordinated and completed in advance of contract dates when possible and at no extra cost at the direction of Fontaine-Dimeo. Participate with the inspection walk throughs as required by the contract and as requested by the Construction Manager. Provide suitable access for inspectors to perform all tests or inspections. Contractor supplied temporary ladders and lifts to perform their work are to be available for the use of all parties. Inspections should be noted in procure daily log with a full description of which areas were inspected and turned over for follow up trades.
  7. Subcontractors shall be responsible for all local hot work permits, fire watch details, and police details as may be required for their own work. Welders to obtain City of Worcester Welding Certificates. Subcontractors requiring a hot work permit must provide proof of completed training. Training shall be approved by the State Fire Marshal.
  8. Project communications, during both the bid and construction stages, shall be directed to Fontaine-Dimeo. Direct communication with the design team, owner, owner's project manager etc. is prohibited.
  9. All employees on the worksite must have completed OSHA 10 Training.
  10. Theft or vandalism of tools, equipment, materials, etc. are not the responsibility of Fontaine-Dimeo.
  11. Subcontractors shall provide offsite storage of all materials until installation, unless previously authorized by Fontaine-Dimeo to deliver and store materials on site. There will be no on-site storage of materials. Materials approved to be brought to site must be palletized for ease of relocation at the direction of the CM to facilitate construction activities as many times as the CM deems necessary. Provide daily deliveries to accommodate schedule in coordination with the CM and other trades.
  12. Subcontractors whose scope of work includes the installation of materials shall include ALL fasteners, adhesives, and other components necessary for the complete and functional installation of materials within their scope of work unless any of these components are specifically designated to another scope of work.
  13. CM to provide access to electronic documents, including CAD files after waiver is signed and returned. The design team is not responsible for updating CAD files to incorporate revisions to drawings after Final Bid Documents are issued.
  14. Subcontractor shall be responsible for procurement/maintenance of hard copy and electronic drawings, specifications, and shops drawings. Record Drawings in Procore are updated as a convenience, are not guaranteed to be complete, and do not relieve the subcontractor from maintaining their own set of drawings and reviewing all project communication and documents available in Procore.
  15. CM to provide access to Procore project site, subcontractor to monitor project information and communications to identify and respond to all information including changes affecting their scope of work.
  16. All subcontractors are responsible for layout, CM will provide limited control points.
    - a. In Classroom areas A, B, C and D – Provide (4) major column lines (2 north-south, 2 east west) per floor. Provide points for horizontal control at 4 locations per floor.
    - b. In Gym, Café, Auditorium, and North Band/Chorus Areas – Provide (4) major column lines (2 north-south, 2 east west) per floor. Provide points for horizontal control at 4 locations per floor.
    - c. All contractors shall ensure that control lines are maintained through drywall. Fireproofing contractor shall cover and expose control points. Return to patch at control points prior to being concealed by drywall contractor. Drywall contractor shall notify fire proofing contractor in sufficient time to patch.

17. All cutting/patching in masonry is by Masonry Subcontractor. All cutting/patching in other surfaces is by the subcontractor requiring the surfaces to be cut. All holes through structural steel noted on the contract set shall be located by subcontractors as part of the coordination documents for fab/install by steel subcontractor. Size and locations of holes through steel beams in the garage and stair framing were established during design and provided in the steel for use by the fire protection contractor. Fire protection systems must be designed to utilize the steel penetrations provided.
18. All fire and acoustical caulking at mechanical penetrations in floors, walls, ceilings, etc. are by subcontractor requiring penetrations. All fire and acoustical caulking not at mechanical penetrations are by drywall subcontractor. Mechanical subcontractors shall include Fire Protection, Plumbing, HVAC, Electrical subcontractors and their sub subcontractors. All fire caulking shall be installed by a certified installer. Proof of UL certification must be included in fire caulking submittal by each contractor. Drywall contractor shall ensure openings meet the size requirements of the fire caulk system and as noted in the fire caulk product data and UL assembly. One manufacturer for all fire caulking products will be agreed upon and utilized by all contractors based upon the first to be submitted. Drywall contractor shall ensure openings meet the size requirements by the acoustical sealant manufacturer. Third party inspections of firestopping is required prior to covering the work.
19. All subcontractors shall coordinate hangers, clips, attachments, track, embeds, etc. with the fireproofing subcontractor. All items shall be installed prior to fireproofing. Should any items be installed after fire proofing, the installing contractor shall be responsible for removal and replacement/patching of fireproofing.
20. No contractor shall cut the metal deck for penetrations or sleeves prior to placement of concrete. Coordinate all sleeve locations for additional reinforcing or supplemental steel prior to concrete slab on deck placement. The coordination effort for penetrations must be expedited to meet the concrete placement schedule included in the specifications. Concrete slab placement schedule may be advanced at the CM's discretion.
21. All hangers must be laid out with hangers from all adjacent contractors and approved by the structural engineer. Hangers from the slab may not be used on piping larger than 3" or as defined by the structural engineer. Indicate hanger locations on coordination drawings and shop drawings.
22. Subcontractor shall provide mockups per specifications and drawings; subcontractor shall provide standalone mockups unless in place mockups are expressly permitted.
23. There will be an exterior mockup including all components on the building envelope.
24. There will be a mockup classroom completed inside the building. Construction of the mockup room will be completed out of sequence and will be used for quality review and standard for all future construction. All equipment and finishes required to complete the mockup will be provided at a location selected by the CM in coordination with the design team and OPM.
25. Subcontractors are responsible for provision of power for their equipment if equipment cannot be powered by available on-site sources. Connecting and disconnecting Trade Contractor/Subcontractor tools and equipment requiring hard wiring to (and from) the distribution system will be performed by qualified personnel. ALL grounding, as required by the National Electrical Code, OSHA or any and all local codes, including approved ground fault interrupters, shall be furnished and installed at the Trade Contractor/Subcontractor's expense unless noted in the temporary work by the electrical contractor in this spec section.
26. All contractors must share the power system provided and average usage is anticipated. Any contractor anticipating fabrication area or operations must coordinate their needs through the Construction Manager. If additional distribution is required and available at the control service, it will be provided at the Trade Contractor/Subcontractor's expense. Each subcontractor is responsible for providing their own portable generators to supplement subcontractors' respective operations.
27. Subcontractors shall be responsible for any water required to operate their equipment that is not readily available on site. Temporary water may be used as available. All hoses shall be maintained in like new condition. Leaking hoses shall be taken out of service and replaced.
28. Subcontractors shall be responsible for providing their employees with drinking water.
29. All trades shall provide suspension systems/hangers/supports/seismic restraints as required

- for their respective equipment and work.
30. Subcontractors shall provide their own task lighting required to complete their scope of work. Temporary construction lighting/power meeting or exceeding OSHA standards and as dictated in the specifications shall be provided by the electrical subcontractor.
  31. All Trade Contractor/Subcontractors are responsible for providing their own hoses to bring water from the hose rack location to their work areas. Only heavy duty  $\frac{3}{4}$ " hose in good condition will be permitted in use in the interior of the building. The discharge end of each hose shall be equipped with a means of positive shut off. The use of hoses with leaks at connections or elsewhere throughout their length will not be permitted. All hoses must be disconnected from hose bibs when not in use and before the end of each workday. Trades will be responsible for cleanup of any water leakages.
  32. Deliveries shall be made from 2:30 pm to 3:30 pm, Mon-Friday, or coordinated with Fontaine-Dimeo's site Superintendent a minimum of 48 hours in advance. A daily huddle will be held to coordinate deliveries and attendance is mandatory. Failure to attend meetings may result in a \$500 fine per missed meeting.
  33. Subcontractor work hours shall be between 7:00 AM and 3:30 PM, Monday through Friday. Work shall not begin prior to 7:00 or continue past 5:00 PM Monday through Saturday nor shall work be performed on Saturday or Sunday without previous permission from Fontaine-Dimeo and the City of Worcester. Work hours shall not be changed unless unusual circumstances require adjustment.
  34. Consideration will be given to all SOMWBA certified subcontractors, materials suppliers, fabricators, and service providers on this project.
  35. Review job conditions as soon as they become available and prior to commencing work. Advise Fontaine-Dimeo of any unacceptable conditions with adequate notice to make any required repairs prior to scheduled start of work; commencement of work indicates subcontractor accepts job conditions.
  36. Contractual warranties shall commence upon the date that the CM receives a Certificate of Occupancy for the building or date of final acceptance of system by OWNER, whichever is later. Subcontractor shall provide all necessary extended warranties to account for the time period from the completion of their work through August 1, 2024 or substantial completion, whichever is later. Site/ Landscape warranty will begin August 1, 2025 or substantial completion of Phase 4, whichever is later.
  37. Subcontractor shall provide Construction Daily Reports detailing daily manpower, activities and locations for subcontractor's work, and work of all employees and subcontractors for which this contractor is responsible. Reports shall be filled out and submitted to Fontaine-Dimeo daily in Procore by 10:00am.
  38. The CM shall have the right to assemble subcontractor personnel for orientation, quality, logistics, and safety related matters at no additional cost.
  39. Each subcontractor shall keep a sign-in book for their workers. Each worker must sign in and out daily and copies of the daily logs must be submitted to Fontaine-Dimeo on a weekly basis. Each subcontractor is responsible for daily input of activities and manpower into Procore.
  40. Subcontractor shall provide any power required to perform work outside of the building. Outside power will not be provided by the Owner/Construction Manager.
  41. Each subcontractor is required to adhere to, participate in, and provide all items as described in the Indoor Air Quality Management Plan. Strict adherence to this plan is required by each subcontractor. Subcontractors shall take date stamped photos documenting compliance with such measures such as protection of absorptive materials, protection of ductwork, and source separation. Photos shall be submitted to the CM on a monthly basis and shall include a description including location and type material.
  42. Each subcontractor is responsible for provision of, coordination of, and installation of sleeving/penetrations required for their work in foundation walls, decking, slabs, walls and the like. Subcontractor whose system requires sleeving/penetrations shall be responsible for any coring, cutting, patching required for installation of your work if sleeving is not coordinated with other subcontractor at appropriate time and for work already in place. Subcontractors must coordinate to sleeves/cores located by early release subcontractors or provide new

- sleeves/cores in an alternate location. Abandoned sleeves/cores must be repaired/patched by the subcontractor abandoning the penetration. Subcontractors are responsible for all coring associated with completing their scope of work. Holes shall not be cored without prior approval by CM. All sleeves, penetrations, holes, cores, cutting, patching, etc shall be submitted to the design team for review and approval before work commences. Subcontractors shall be responsible for clean up of the cores and water generated by the operation. See early foundation penetration drawing for location of sleeves installed in the foundation during early work.
43. Fontaine-Dimeo shall have discretion and authority to terminate subcontracts without recourse if, in the discretion of Fontaine-Dimeo, the subcontractor in question is not fulfilling contract obligations including meeting schedule, manpower, material procurement or other goals/criteria.
  44. Site subcontractor shall include an allowance for snow removal and sanding for access to the building and access to staging and storage area as directed by Fontaine-Dimeo, including hand removal at OPM/CM trailers/entrances etc, for the duration of the project. Each subcontractor is responsible for their own snow removal to access their work and at any subcontractor trailer/laydown areas, if made available on site.
  45. Costs for material escalation shall be included in bid proposals. Costs for material escalation including asphalt, drywall, etc. shall be at the risk of the subcontractor.
  46. It is the responsibility of the contractors to track and ensure their shop drawings, product data, and samples are submitted and approved in sufficient time to release material for installation per the bid schedule.
  47. It is the responsibility of each contractor to startup and test all systems and equipment installed under their contract. Document and submit successful startup. Engage Fontaine-Dimeo to witness final testing. This will be a separate mobilization prior to occupancy.
  48. All subcontractors shall take precautions against damaging the work of other trades including roofing. When work is performed on the roof, subcontractors shall provide protection of the roof membrane to ensure that their work/material does not puncture the roof membrane. Should subcontractors fail to provide protection or damage the roofing membrane, costs for repairs shall be borne by the offending subcontractor(s).
  49. All subcontractors shall make provisions to provide a working computer and tablet for their foreman on site. Computer and tablet shall have access to the internet and shall also provide access to BIM model in the event that subcontractors are of MEPFP trades. Subcontractors shall use computer and tablet to access shop drawings, submittals, etc. as necessary. Subcontractors shall provide and pay for their own internet access.
  50. Manufacturer, supplier, and or subcontractor requirements that must be met prior to material delivery, installation, or fabrication must be made available to CM for review prior to acceptance of subcontractor's bid. Requirements not spelled out in the contract documents that are brought to the attention of the CM at a later date will not be considered. These include requirements having to do with building climate, warranties, and project specific conditions. If requirements are not brought to the CM's attention prior to material delivery, the installing contractor shall be required to meet all of the manufacturer's requirements.
  51. No person shall perform testing on site or related to the project without the prior direction and permission of the project team.
  52. There shall be no deliveries or vehicles entering or exiting the site during busy hours at the school. Subcontractors shall adhere to a "blackout period" between 7:00 am and 7:30 am and between 1:30 pm and 2:30 pm while school is in session. CM has the discretion to modify the blackout hours as necessary to facilitate work.
  53. Subcontractors shall not park in the Doherty High School parking lots, private parking lots, or any streets adjacent to the project site. Anyone found parking in the school lot, surrounding area, or adjacent streets will be removed from the project. Limited offsite parking for **is available at Big Y, 100 Mayfield Street, Worcester, MA 01602 for 5 cars per subcontractor. Additional parking is the responsibility of each individual subcontractor. Shuttling shall be paid for and arranged by subcontractors.**
  54. References to any project other than Doherty High School are understood to be errors. Subcontractor shall assume to all references in specification apply to Doherty High School,

- located in Worcester, MA.
55. All subcontractor personnel working on site will be required to complete a Criminal Offender Record Information (CORI) and a Sex Offender Registry Information (SORI) check. Employment on site is subject to results of the CORI and SORI checks. All CORI and SORI applications shall be submitted a minimum of two weeks prior to starting on site.
  56. All bidders are to meet the requirements for workforce goals of 38% Minority, 10% Woman, 25% Worcester Residents, and 50% of all subcontractors within 30 miles of the project. Within 10 days of award a detailed plan for meeting these goals shall be submitted, which shall include monthly projections. These will be used a forecast and a check as the work proceeds.
  57. All references in the contract documents to the Construction Manager/General Contractor as performing any field work or providing services in connection with any aspect of the work shall be understood to mean the subcontractor.
  58. CM reserves the right to remove personnel from the site from any subcontracting company for any behavior deemed unprofessional by the CM.
  59. Where provide or include is used to describe work, it is defined as furnish and install.
  60. Speaking to the press is prohibited. Direct All questions to Fontaine-Dimeo.
  61. Advertisements, hanging of banners, stickers, signs, etc. at the project site is prohibited.
  62. Trade Contractor shall assign a project manager and foreman within 1 week of award. Fontaine/Dimeo (CM) reserves the right to reject proposed PM/Foreman and require a replacement. Fontaine/Dimeo reserves the right to remove any personnel from the project if said personnel are a detriment to contract requirements, project safety or Osha standards, or behavior unbecoming.

## **2. Procedures and Requirements for Submission of Bids**

1. Subcontractors shall submit bids for the project on the bid forms provided by Fontaine-Dimeo or the owner and in accordance with the instructions to bidders in the specifications. Bids shall include the complete scope of work included in each subcontractor's bid package; exclusions shall not be considered.
2. By submitting a bid, subcontractor certifies that they have included provisions for complying with these supplementary instructions to bidders. Furthermore, subcontractor agrees to abide by these supplementary instructions to bidders. Subcontractor understands that execution of a contract certifies acceptance of these supplementary instructions to bidders.
3. Subcontractors submitting bids shall hold their bids for a minimum of 90 days.

## **3. Submittals**

1. This project will utilize Procore for document distribution and processing. Subcontractors will be given access to Procore upon contract award, and shall be furnished either instructions for use or given access to online training sessions regarding operation of the Procore website. All project communications must be submitted through Procore. Subcontractors shall be given access to Procore and shall pay no fee for access.
2. It is the intent of the project team to process and distribute documents electronically to the fullest extent possible. Subcontractors shall provide shop drawings, submittals, product data sheets, SDS sheets, etc. in electronic format acceptable to the project team. In the event that shop drawings are large format, such as structural steel, millwork, etc., subcontractor shall provide up to (4) hard copies of each submission at no additional cost to the project. Hard copies of approved/corrected shop drawings shall be provided upon request by the CM at no additional cost. Charts, physical samples, etc. shall be delivered with a transmittal and photo of each sample uploaded to Procore as a means to track the sample approval and/or color selection. A minimum of 3 physical samples are required anywhere samples are noted in the specifications or anytime a subcontractor requires approval of a finish for their material.
3. The Construction Manager shall maintain a database of electronic files available for access

- by subcontractors on the Procore website; subcontractors shall be responsible for reviewing electronic documents and taking appropriate action to ensure the incorporation of all project documents including RFI's, PR's, ASI's, etc. into their work. In addition, the construction manager may elect to utilize a Bluebeam Studio of electronic files available for access by subcontractors; subcontractors shall be responsible for reviewing electronic documents and taking appropriate action to ensure the incorporation of all project documents including RFI's, PR's, ASI's, etc. into their work. Drawings included under the Drawings tab of Procore may or may not be posted with RFIs, ASIs, PRs, etc. It is the subcontractors responsibility to include all drawing updates in their work whether or not the information is posted in the drawings tab.
4. Within (14) days of written notice of intent, subcontractor shall provide via email to Fontaine-Dimeo a submittal schedule for their work. Submittal schedule shall be in the format provided by Fontaine-Dimeo. Failure to provide submittal schedule within (14) days of notice of intent shall result in payments to subcontractor being held until satisfactory submittal schedule is provided.
  5. Within (14) days of written notice of intent, subcontractor shall provide via email to Fontaine-Dimeo a list of Long Lead Items to be procured under the scope of the subcontractor. Long Lead Items shall be defined as any item that requires more than (30) days from the time the item is approved and ordered until the item is delivered on site. Failure to provide a list of Long Lead Items within (14) days of intent shall result in payments to subcontractor being held until satisfactory list of Long Lead Items is provided.
  6. Within (14) Days of written notice of intent, subcontractor shall provide via email to Fontaine-Dimeo a list of substitutions along with an outline describing the reason for the substitution.
  7. Submittals for all contractors shall be due no later than 4 weeks from the date of notice of intent to award subcontractor.
    - a. Submittals for roof top units, air handling units, and other equipment requiring coordination with the steel subcontractor, shall be due no later than 4 weeks from the date of notice of intent to award to subcontractor. Resubmittals for all subcontractors shall be due within 1 week after submittal is returned for revision.
    - b. All samples for finishes requiring color selection by the design team shall be submitted within 4 weeks of notice of intent to award. Physical samples shall include the full range of colors available for each product and as outlined in the construction documents. Samples must be labeled with specification section, color number, manufacturer, material, size, Procore submittal number, etc. A minimum of 3 sets of each physical sample are required. Sample sets will not be returned.
  8. All submittals must have their accompanying LEED submittals for acceptance. Submittals that do have this information will be rejected. If final documentation is not available until time of procurement, final LEED documentation will be required at time of installation. This requirement will be directly tied into the release of payments.

#### **4. Schedule**

1. Time is of the essence on this project, and subcontractors shall provide adequate manpower necessary to complete their scope of work within schedule durations outlined on Fontaine-Dimeo's construction schedule included within these bid documents. By submitting a bid, subcontractors acknowledge that they have reviewed the project schedule and included in their bids adequate manpower including overtime as may be necessary to achieve these durations. Bidders shall submit their overall manhours for the project along with a monthly projection of the manhours for the period work is being performed on site. Fontaine-Dimeo reserves the right to supplement manpower if the bidder is not meeting the project schedule. All costs shall be back charged.
2. Any overtime required to meet scheduled completion dates shall be provided at subcontractor's expense.
3. Subcontracts are to pay particular attention to the exterior sequences laid out in the project schedule. Façade areas that are on the roofs are a priority in order to get weather tight. This will require that all trades work out of the normal bottom-up sequence and provide adequate manpower to complete these areas, in many instances ahead of the lower façade areas.

4. Subcontractors shall provide three week look ahead schedules in advance of weekly foremen's meeting on site. Subcontractors shall be responsible for reviewing schedules with Fontaine-Dimeo management and adhering to schedules. Subcontractors shall make adjustments to better schedules if possible and at the direction of Fontaine-Dimeo management. Three week look ahead schedules shall be formatted per CM requirements.
5. Subcontractor shall perform all work within their scope in full cooperation with other trades and coordinate the schedule and sequence of work with all other trades under the direction of Fontaine-Dimeo's management team. When so directed, subcontractor shall temporarily omit, or perform certain portions of the work out of normal sequence, in order to accommodate schedule requirements. Claims for additional monies as a result of out of sequence work shall not be considered by Fontaine-Dimeo.
6. All mobilizations necessary to complete the work are to be included as part of the subcontractor's bid.
7. The subcontractor acknowledges that adjustments to the schedule may be required by all parties as construction progresses. Subcontractor agrees to accomplish adjustments at no increase in price.
8. While not specifically indicated within the project schedule, various rooms within the building shall require early completion of walls, waterproofing systems, ceilings, and finishes to support installation of various mechanical and or electrical equipment or other items deemed necessary by the CM. The electrical, data, and mechanical rooms are an example of such areas that shall require early completion to accommodate equipment installations.
9. It is understood that multiple crews will be required to perform concurrent work in different areas.
10. It is understood that utility shutdowns and testing of life safety systems may have to be scheduled outside the normal workday. Any and all costs for this shall be included in bids.
11. No extension of time shall be granted because of seasonal or abnormal variations in temperature, humidity, or precipitation, which conditions shall be wholly at the risk of the subcontractor, whether occurring within the time originally scheduled for completion or within the period of any extension granted. There shall be no increase in the contract sum on account of any additional costs of operations or conditions resulting there from.
12. In the event of inclement weather, subcontractors shall make a determination as to whether they will require their tradespeople to report to work. There will be no compensation for such lost work days, and, at no cost to the owner/CM, the subcontractor shall make up the lost time through overtime, additional crews, or by other means necessary.
13. In the event of a delay, the subcontractor is responsible to provide a detailed recovery plan and schedule clearly identifying the methodology and logic to recover any lost time.
14. If it is determined by the CM that subcontractor is not meeting schedule and manpower requirements, the CM reserves the right to supplement manpower. CM shall have the ability to assign workers to subcontractor's crew and/or subcontract directly with supplemental manpower. Subcontractor shall work in harmony with additional manpower or subcontractor provided by the CM and shall be responsible for all costs associated therewith.
15. Liquidated damages are included as clarified in Owner/CM Agreement.

## 5. Meetings

1. Fontaine-Dimeo, at their discretion, may conduct multiple "kick-off" meetings including, but not limited to, a Green Building Kick-Off Meeting, a Project Schedule Kick-Off Meeting, a Safety Kick-Off Meeting, and others deemed appropriate. Subcontractors shall arrange for a representative of their firm authorized to make binding commitments to be present at these meetings. Subcontractors shall be notified a minimum of two days prior to these meetings, and attendance is required unless otherwise directed by the Construction Manager.
2. Fontaine-Dimeo, at their discretion and in conjunction with the Architect/OPM/Cx etc, shall hold preconstruction meetings for individual trades/work items. Subcontractors notified of meetings shall be required to attend as a prerequisite to starting or in some cases continuing work. When requested, subcontractors shall arrange for a representative of their firm authorized to make binding commitments to be present at these meetings. Attendance at

- these meetings is mandatory.
3. Fontaine-Dimeo shall conduct weekly meetings to review schedule, safety, logistics, and other relevant construction issues. At least once per week, each subcontractor notified by Fontaine-Dimeo shall arrange for a project manager responsible for the subcontractor's operations and able to make binding commitments to be present on site for a meeting. In addition to this project manager, subcontractor foreman shall attend this weekly meeting.
  4. Fontaine-Dimeo will hold a daily huddle to go over deliveries and logistics. Attendance at these meetings is mandatory by all Foreman and Area/Sub-Foreman.
  5. The subcontractor foreman shall attend a weekly subcontractor meeting while on site and, if not mobilized to the site, when requested by the CM.
  6. In the event that a subcontractor is notified of their required attendance at a meeting, and the subcontractor fails to provide a project manager or foreman as required, Fontaine-Dimeo shall issue a written notice of non-compliance. In the event that a subcontractor fails a second time, Fontaine-Dimeo shall issue a fine of \$500. Fontaine-Dimeo shall issue a fine of \$500 for each subsequent failure, and these fines shall not be subject to appeal.

## 6. Safety

1. Fontaine-Dimeo's Site-Specific Safety Program shall be strictly enforced. Subcontractors are responsible for reviewing the Safety Program provided in these documents and complying with the plan and OSHA standards.
2. All workers shall review new employee orientation requirements and sign, date and return a completed new employee orientation form to Fontaine-Dimeo site superintendent prior to commencing work on site.
3. Subcontractors shall provide (3) copies of their written safety plan on site at all times. (1) copy shall be maintained in the Fontaine-Dimeo Field Office, (1) copy shall be maintained in the subcontractor field office, and (1) copy shall be kept on site/in the building for the foreman to reference as construction progresses. An electronic version of the site-specific safety plan shall be uploaded to Procore Documents. It is the responsibility of each subcontractor to provide their written safety plan before commencing work on site.
4. A fall protection system that meets or exceeds OSHA Regulations is to be provided and maintained by each subcontractor at all times. Details of the fall protection program must be included in the written safety plan. All components of fall protections systems for each trade including anchors, lanyards, and harnesses are to be furnished, installed, maintained, and removed by each individual trade utilizing the fall protection system.
5. All subcontractors shall comply with 6' fall protection rules. All fall protection equipment, including tie off points, shall be furnished and installed by subcontractors and shall be supplied by each employer.
6. Subcontractors shall provide appropriate SDS sheets to Fontaine-Dimeo's superintendent whenever delivering materials to the site. A complete SDS book shall be kept on site at all times, containing SDS sheets for all materials that are stored or being used on site.
7. All tools & equipment powered by electricity used by subcontractors are required to have ground fault circuit interrupters supplied and maintained by the respective subcontractors. When using permanent power supply, the GFCI protection must be supplied and maintained by respective subcontractors as necessary.
8. No radios will be allowed on site. No headphones shall be worn on site. Hearing protection is acceptable for safety purposes only. Hearing protection shall be supplied by subcontractors for their employees.
9. All employees on site shall wear hard hats and high visibility clothing at all times. All employees shall wear safety glasses and gloves for task specific hazard protection.
10. Employees working outside of the building shall wear reflective safety vests at all times.
11. Subcontractor shall supply their employees with all required safety material.
12. Subcontractors shall supply employees with personal protective equipment such as safety glasses, face shields, respirators, gloves, concrete boots, etc. to be worn when appropriate.
13. Subcontractor shall adhere to all applicable safety regulations and shall be responsible for complying with safety requirements as defined in Section 13 of the General Conditions of the

- CM at Risk Contract as it relates to subcontractors' work on site.
14. Subcontractors shall furnish, install, maintain and remove tie downs and harnesses etc. for work that requires them. Roofer shall be responsible for patching holes in roof after tie downs are removed.
  15. All workers shall check in at the CM trailer on their first day on site for orientation and issuance of ID sticker.

## 7. Payments and Requisitions

1. Subcontractors shall submit a schedule of values to Fontaine-Dimeo within (14) days of receipt of subcontract/purchase order. Schedule of values shall be broken down to separate labor and material costs and shall reference either work components (i.e. reception desk for millwork), or work areas (i.e. Brick Veneer, CL 1-3/5/A5.1). Schedule of values shall be modified to incorporate comments from Fontaine-Dimeo, the design team, and/or the OPM.
2. In addition to labor and material, each subcontractor Schedule of Values shall include line items for the following:
  - a. Shop Drawings
  - b. Submittals
  - c. Coordination Drawings (if applicable)
  - d. LEED Compliance
  - e. Safety (3% of contract sum)
  - f. Daily Clean Up (3% of contract sum)
  - g. Closeout
  - h. Commissioning for applicable trades
3. If a mobilization line item is included, a demobilization line item of equal value shall be required.
4. Monthly Requisitions shall be emailed to Fontaine-Dimeo no later than 5:00 p.m. on **the third Thursday of each month**. Requisitions **must** be emailed to [AP@FontaineBros.com](mailto:AP@FontaineBros.com), as well as to the Project Manager's email address. Requisitions not received by the third Thursday of the month to both email addresses may not be included in that month's requisition.
5. Stored materials shall be billed and paid for in accordance with the requirements of the project specifications.
6. Retainage of 5% shall be held in accordance with project specifications.
7. Requisition review and payment procedures shall be governed by applicable Mass General Laws.
8. Requisitions will be reviewed by the project team and, in the event that the design team/owner determines not to pay a requisition or line item to the full value it has been billed, Fontaine-Dimeo will give notice to the subcontractor. Subcontractor shall send a revised requisition reflecting the change in values within 24 hours. Requisition shall be paid based upon this revised application for pay.
9. All subcontractor requisitions shall be formatted in Fontaine-Dimeo standard format for this project. All submitted requisitions shall be a searchable, not scanned, pdf file. Files shall meet Fontaine-Dimeo naming convention.

## 8. Change Orders

1. A change in the work may be initiated in one of three ways
  - a. CM may send a request for quotation with accompanying drawings, sketches, or details.
  - b. CM may receive formal notification from subcontractor via an RFI requesting CM and A/E review
  - c. In response to an RFI response or other project document that the subcontractor feels constitutes extra work, subcontractor may submit a request for a change order to CM.
2. In the event that Fontaine-Dimeo issues a request for quotation or subcontractor feels that an RFI response or field condition will require extra work, subcontractor must submit to Fontaine-Dimeo a formal change order request within (7) days. In the event that no change order request is received within this time frame, subcontractor shall waive rights to any additional

- compensation.
3. Subcontractor shall submit change order requests in a format acceptable to Fontaine-Dimeo. Breakdown shall include, at a minimum, direct labor costs, direct material costs, direct equipment costs, labor burden costs, bond costs, and any other significant cost associated with the work. Labor rates shall be as reflected in the prevailing wage rates included in this project manual plus applicable burden, or at direct union rates as appropriate. Labor rates shall not include small tools, travel, or other non-labor related items. Subcontractors shall also include written back-up for all materials purchased in conjunction with change order work. Graphic representation of the change shall be provided in the form of overlays or other means of clearly depicting the change being requested. Wage rates must be submitted on the DMHS Wage sheet form. Wage rates must be submitted and approved with schedule of values submission.
  4. Wage rates must be submitted and approved utilizing the DMHS form for all Subcontractors and their lower tier subs. Wage rates are to be submitted with 10 days of award.
  5. Change order requests must be submitted on the DMHS Change order break down form.
  6. Change order requests may include a markup for overhead and profit up to 15% on the direct cost of the work.
  7. Once a potential change order is identified and pending, affected contractors shall not proceed with the related contract work or change order work until the change order is either approved or rejected in writing. The contractor shall notify the CM if any pending change orders are affecting schedule. Subcontractors shall only proceed with change order work when directed by the CM.
  8. An open change order log, in format acceptable to Fontaine-Dimeo, shall be provided by the third Thursday of each month no later than 5:00 p.m. No request for compensations after the fact will be considered.
  9. Time and Material work (T&M): It may be necessary for the Construction Manager to direct changes in the work to be performed on a Time & Material Basis.
    - a. Subcontractor shall obtain "in writing" authorization from the Construction Manager prior to performing Time and Material work. Any work that cannot be performed as a lump sum change order and is agreed to be performed on a time and material basis must be pre-authorized by Fontaine-Dimeo Project Manager prior to work commencing. The pre-authorization form must include a description of work to be performed and an estimated total amount of hours to complete the work, including a rough estimated amount of materials to be utilized and equipment required. Once the pre- authorization form is signed by the Fontaine-Dimeo Project Manager, the work can commence with a daily submittal of Time and Material (T&M) slips outlining the following information / requirements for each slip:
      - i. Day, date & project name.
      - ii. Complete description of activities for the work day.
      - iii. List full name of each individual performing the work with the corresponding hours worked.
      - iv. Identify each person involved with the work as a Foreperson (F), Journeyperson (J) or Apprentice (A).
      - v. List all materials utilized to perform the work.
      - vi. List all equipment utilized to perform the work.
      - vii. Signature of foreperson will be required on each T&M slip.
      - viii. Present the T&M slip to the Fontaine-Dimeo Superintendent for verification.
      - ix. Subcontractors must notify Fontaine-Dimeo field personnel prior to starting Time & Material work & immediately upon completion. Notification must be given daily. Time spent working without prior notification will not be compensated.
      - x. Failure to present these T&M slips at the end of each workday for verification

- will result in the work not being compensated. This procedure is also mandated for any Subcontractor overtime required as a result of schedule recovery efforts not due to the fault of the Subcontractor performing the overtime work. All T&M and lump sum change order work must be submitted on the Fontaine-Dimeo change order form.
- xi. Approved cost will be for time spent on the jobsite only. Travel to and from the jobsite will not be accepted unless agreed upon prior to the start of the work.
  - xii. The Construction Manager's Superintendent and Project Manager will promptly review and verify the work completed under a Time and Material Basis. The Project Manager is the acceptable authorized signature for T&M work unless expressly modified in writing by the Construction Manager.
  - xiii. Each T&M slip will be required to be signed by an AECOM/Tishman representative before being returned to the subcontractor. All T&M work proposals submitted for payment must include original copies of the slips. No payment will be made without the original slips submitted by the trade contractor.

## 9. Housekeeping

- 1. Subcontractors shall be responsible for daily cleanup to an onsite dumpster. Dumpsters for Roofing and Masonry shall be provided by those subcontractors. Dumpsters for all other contractors will be provided by Fontaine-Dimeo. All costs related to daily cleanup, including hoisting, shall be carried by subcontractors.
- 2. Subcontractors are responsible for daily cleanup of all waste generated by their operations, including packing material, fasteners, razor blades, pallets, dunnage, cardboard boxes, paper products and food waste from breaks and lunch, snippets of wire, sheet metal waste, excess studs, sheetrock, sawdust etc. Packing and crating materials shall be broken down into smaller pieces before being placed in the dumpster to conserve space.
  - a. Subcontractors shall, to the best of their ability, not allow debris to accumulate on the floors. Debris is to be placed directly into carts.
  - b. Subcontractors shall separate waste on site as much as possible, including separating metal, concrete, wood, and cardboard products for disposal into segregated dumpsters.
  - c. Subcontractors shall comply with Fontaine-Dimeo's waste management plan and shall ensure that waste is separated on site into segregated dumpsters to the fullest extent possible. These segregated dumpsters include dumpsters for wood, metal, concrete, drywall, and general debris.
  - d. In the event that a subcontractor fails to complete daily cleanup to the satisfaction of Fontaine-Dimeo's field personnel, Fontaine-Dimeo shall issue a written notice to the subcontractor. Upon issuance of this written notice, said subcontractor shall have 24 hours to clean the area to the satisfaction of Fontaine-Dimeo's field personnel.
  - e. In the event that said subcontractor fails to complete cleanup to the satisfaction of Fontaine-Dimeo's field personnel within 24 hours of written notice, Fontaine-Dimeo shall have the right to
    - i. Stop the subcontractor from working until cleanup is complete.
    - ii. Undertake the obligations of the subcontractor via use of other labor forces and process a back charge to the offending subcontractor's account with no further notice to the subcontractor. Costs for cleaning will be deducted from the next requisition and will not be subject to appeal.

## 10. Hoisting, Staging, Unloading

- 1. Subcontractors are responsible for provision of all hoisting, staging, bracing, scaffolding, and

- rigging required for completion of their work. Subcontractors shall comply with applicable laws and regulations regarding construction of staging, operation of lifts, and any other applicable requirements.
2. Subcontractors shall provide manpower and equipment necessary to accept delivery, unload, store as directed by Fontaine-Dimeo, protect, provide security, distribute, install in sequence directed by Fontaine-Dimeo, and clean any materials, systems and equipment furnished and installed by the subcontractor. Subcontractor shall provide the same except for the furnishing of materials to a common offloading point on site for any materials furnished by others and installed under the scope of work of subcontractor. Subcontractor shall document receipt of all materials, systems and equipment on forms acceptable to Fontaine-Dimeo.
  3. Subcontractors shall expect to leave out areas on each floor to allow the load-in and load-out of materials, (See Logistics Section). All work in this area will be performed out of sequence. Once the load-in areas are closed, subcontractors will be responsible for finding a suitable route to and from upper floors with materials. Elevators will not be made available.
  4. Take note of building access and make provisions to ensure that equipment and materials will fit through permanent doorways and or structure. Any work required to create openings such as removal of doors/windows or walls in areas where equipment will not fit through openings shall be paid for by the contractor requiring the opening/access.
  5. Shared staging will be provided in the auditorium for above ceiling work at an elevation determined by the CM for a maximum of 6 months. Any above ceiling work not completed prior to scheduled scaffold removal date will be completed off appropriate lifts/staging installed by contractor requiring the staging.
  6. Any contractor requiring a crane on site must have an FAA permit.

## 11. Logistics

1. Space constraints on site shall not allow for subcontractors to place storage trailers or job trailers on the site. Subcontractors shall store off site and hoist/handle materials at no extra cost. Site contractor shall construct limited laydown areas with stone as required at no extra cost.
  - a. Fontaine-Dimeo shall provide, at a minimum, guaranteed onsite parking for each subcontractor's foreman only. **Limited off-site parking for a maximum of 5 cars per subcontractor at Big Y at 100 Mayfield Street, Worcester, MA. Any required additional parking shall be the responsibility of the subcontractors. Contractors shall provide their own shuttles to and from the jobsite.** Shuttles may be parked overnight at the off-site parking lot. There shall be no storage of material or equipment at the off-site parking lot.
  - b. Subcontractors shall NOT park on Highland Street, school parking lots, or any other surrounding streets and shall not park on private property surrounding the project. Any personnel found parking in unauthorized locations may be removed from the project.
  - c. Space constraints on the site shall not allow for subcontractors to store material on the project site. Off-site storage shall be allotted for and provided as part of bids until the project is ready to accept the material and subcontractors are directed by Fontaine-Dimeo to deliver the material to the site. Plan for daily deliveries to facilitate work. Coordinate all deliveries with the CM and other trades. There shall be no truck queuing on the streets outside of the construction fence.
2. Loading zones through the building façade will be very limited and will only be available until November 1, 2022. There will be one set of openings on the south side of building D, and one set of openings on the south side of building B. Subcontractors shall be responsible for all means and methods of off-loading and distributing materials including but not limited to lulls and cranes.

## 12. Mockups

1. Stand-alone exterior mockups shall be constructed for testing and inspection per specifications. No work may commence on site until mockup is reviewed, tested, inspected,

- and approved by the CM, design team, and Owner.
2. One classroom will be designated as a “mockup” classroom. Work in this mockup classroom including all finishes will be performed out of sequence and ahead of all other finish work. Materials for this room must be delivered to the site and installed at the direction of the CM. No work may commence on site until mockup classroom is reviewed and inspected by the CM, design team, and Owner.
  3. Site Contractor shall be responsible for dismantle and disposal of exterior mockup inclusive of concrete pad to an offsite location.

### **13. Closeout**

1. Subcontractor shall provide all closeout documentation in a searchable PDF and CAD format, no later than 30 days after completion of subcontractors work or 60 days before scheduled substantial completion, whichever is sooner. Closeout documentation must adhere to formatting listed in O&M specification. Draft warranties shall also be provided at this time for review of form if not provided during the submittal process, final dates shall be changed as appropriate. A minimum of 2 hard copies of closeout documents shall be provided per project specifications and as coordinated through the CM.
2. Subcontractors shall maintain as-builts during construction for monthly review and provide as-builts in both electronic and hard copy format as requested. Monthly payment shall be contingent upon monthly as-built review. All as-builts shall be submitted in CAD format, as a pdf document, as a 3D as-built model for inclusion in combined Navisworks file, and as full sized hardcopies.
3. Subcontractors shall create their own punchlist and complete remedial work prior to architect or CM creating and distributing a punchlist.
4. Punchlist work shall be complete as soon as possible after punchlist is issued, but no later than 30 days after punchlist is issued. Contractors will be charged \$75/day per item for any punchlist items that are not completed within 30 days.
5. All punchlist work not completed prior to occupancy will be performed off-hours at the sole discretion of the CM and Owner. No compensation will be provided for this work, and subcontractor may incur additional costs should CM or Owner expend labor supervising work.
6. Approximately 30 days prior to the warranty expiration period, the CM, along with the owner, will re-inspect the work to prepare a warranty repair list of items to be corrected by each subcontractor. This subcontractor shall make the repairs and/or replacements listed within 14 days of the issuance of this warranty repair list. Failure to do so will result in this work being performed by others at this subcontractor’s expense.
7. At the completion of the project and as a prerequisite to release of retainage, subcontractor shall submit a letter of compliance. This compliance letter shall state that all work has been completed in accordance with the contract documents, that the installation has been performed in accordance with all applicable codes, and that all fire resistance characteristics, as required by the Fire Department, have been met. This letter must be signed by an officer of the company.
8. All subcontractors shall supply to the CM a complete list of attic stock for the work of their subcontract. Include size of palletized material or dimensions of larger items for space planning. Lists shall be aggregated and coordinated by the CM and subcontractors shall comply with specified process for delivery, receipt, and storage of material. All attic stock must be from the same production run as the materials applied on the project. Attic stock may be separated into multiple shipments and delivered in part to the school and in part to at off site location within the City of Worcester at the owner’s discretion.
9. All subcontractors shall cooperate fully with commissioning agent and perform tasks required of their scope of work as directed by Fontaine-Dimeo, the Cx, and other project team members. subcontractors are responsible to pretest systems prior to commissioning by third party, systems that are not properly pretested that results in failures during commissioning shall be charged for all repeat tests and costs.

### **14. Trade Specific Scopes of Work**

#### **A. Abatement & Demolition**

1. Abatement/demolition contractor shall be responsible for all work required to complete scope including obtaining permits and approvals, exposing hazardous materials, and removing/disposing of materials in compliance with all applicable guidelines.
2. Subcontractor shall provide as part of their bid all temporary utilities (ie. Water, power, etc.) and protection required to complete their work.
3. Contractor shall comply with NFPA 241 and requirements of the Worcester Fire Dept. to keep live any systems required during abatement.
4. Subcontractor shall coordinate with other trades as necessary and shall make all efforts necessary to be prudent in demolition of existing building.
5. Time is of the essence on this project for summer turnover of teacher parking. Provide adequate manpower necessary to complete this scope of work within schedule durations outlined on Fontaine-Dimeo's construction schedule included within these bid documents. Provide adequate manpower including multiple shifts and overtime as may be necessary to achieve these durations. Any overtime required to meet scheduled completion dates shall be provided at subcontractor's expense. Include any temporary partitions required to make safe the phased demolition.
6. Decommission elevators and provide sign off paperwork prior to demolition.
7. Include the disposal and/or transportation of science room, print shop, and custodial chemicals. Transportation of chemicals to the new school shall be coordinated with the City of Worcester.
8. Remove and dispose of all loose items and furniture not to be salvaged by the City of Worcester.
9. Include all containers required for legal disposal.
10. Provide engineering services as required to complete the scope of this bid package.
11. Salvage items to be coordinated with the City of Worcester.

#### **B. Masonry**

1. Furnish, erect, maintain, dismantle, and remove scaffolding/lifts necessary to complete this scope of work in compliance with all OSHA requirements and Fontaine-Dimeo Safety Plan, whichever is more stringent.
2. Masonry contractor shall provide their own dumpster. Perform daily cleanup to the dumpster of all work areas.
3. Provide all layout to complete this scope of work. Provide layout of dowels from concrete to masonry were scheduled to be installed by concrete contractor. If layout is not provided, masonry subcontractor shall install dowels through method approved by the CM and Engineer of Record. Dowels were installed in select locations by the concrete contractor where foundations were placed as part of the early bid package work. Review dowel locations in the field and include any additional dowels required to meet wall layout.
4. Provide drawings and calculations stamped by a Professional Engineer registered in the Commonwealth of Massachusetts as required per specifications. Include all inspections required to obtain an affidavit from the engineer.
5. Mason Contractor shall set final elevations on steel lintels.
6. Patch and point any areas affected by anchorage of staging to building.
7. Temporary tarping, enclosure, heating, and weather protection required to complete this scope of work shall be constructed, maintained, dismantled, and removed by masonry contractor. Provide temporary heat and fuel within contained area. Provide carbon monoxide detectors. Provide all gas storage permitting required by the AHJ. Provide and maintain per the requirements of the AHJ.
8. Heating of sand, mortar, or similar shall be the responsibility of the masonry subcontractor.
9. Assemble and maintain a washout area in accordance with environmental regulations. Coordinate washout location with Construction Manager. Remove and dispose of debris

- resulting from washing out to this contractor's dumpster.
10. Mason shall Grout fill hollow metal frames, elevator hoist way frames, wherever ties or anchorage items occur and as further detailed in the contract documents.
  11. Furnish and install all weldable rebar and welded couplers. Welding shall be performed by a certified welder.
  12. Receive, inventory, store, and install all Cavity Wall Insulation furnished by Fotaine-Dimeo. Fontaine-Dimeo pre-purchased 72,000 sf of R-24 Roxul Comfort Batt, 9,500 sf of R-15 Roxul Comfort Batt, and 2,000 sf of XPS-2" for installation by this trade. It shall be the responsibility of this contractor to furnish and install any additional insulation required for the scope of this work.
  13. Receive, inventory, store, and install all and loose lintels furnished by misc. metal contractor. Set Final elevation of steel lintels.
  14. Receive, inventory, store, and install all inserts, sleeves, rails, anchors, hoist beams, embeds, etc. as provided by misc. metal contractor and elevator subcontractor.
  15. Coordinate all seismic clips with Miscellaneous Metals contractor. Ensure cells are grouted solid where required for connection.
  16. Make provisions for proper location and installation of pipe sleeves, duct openings, conduit, safety specialties, keys, switches, chases, electrical boxes, bolts, anchors, inserts, embeds, and similar items as required by other trades. Notify other trades when items are ready for installation.
  17. Furnish and install through wall flashing systems installed in masonry. Cut reglets as required for installation of flashings. Coordinate where necessary with roofer and AVB contractor for compatible material and correct assembly configuration. Flashings, membranes, and sealants provided by this contractor shall be coordinated with material provide under other sections. Furnish flashing "piece 2" to roofing contractor for installation where indicated. This contractor shall ensure compatibility with adjacent materials and provide compatibility letters with submittals.
  18. Furnish and install all acoustical sealant and firestopping systems at the top and bottom of exterior and interior walls as indicated and required to achieve STC and/or fire rating. Furnish and install fire stopping between the edge of slab and masonry walls.
  19. Provide access to staging for work of other trades.
  20. Mason shall provide complete washdown of installed work. Protect windows and glazing. Take special care to protect adjacent materials from acid and avoid etching/damage to finishes.
  21. Always protect work of other trades from mortar drippings, stains, and damage by the exercise of reasonable care and precautions. Clean or repair all existing materials which are soiled or damaged by work of this contractor to match original profiles and finishes. Existing materials and finishes which cannot be cleaned or repaired shall be removed and replaced with new work to match existing.
  22. Protect roof flashing and roof membrane from damage. At a minimum, provide 1/2" layer of plywood on roof surfaces over full work areas and along traffic route.
  23. Provide control joints and expansion joints as required in work of this bid package.
  24. Provide all fire stopping for penetrations associated with the elevator installation. This includes penetrations created by the elevator contractor during the installation.
  25. Provide boxouts for all items to be installed in masonry walls including, but not limited to, MEPFP items, miscellaneous metals/steel, rough-in boxes, piping, ductwork, door hardware, specialties items, etc. Patch all boxouts following work of other trades.
  26. Provide special shapes where noted on the drawings. Do not field cut shapes unless directed by the Construction Manager.
  27. Colors shall be selected by the architect from the full range of colors available as noted in the specifications. Submit full range of color samples within 4 weeks of award for selection by the architect.
  28. Provide grout at structural steel beam pockets. Include grouting of base plates at these locations.
  29. Include the cost of all labor and materials to assist the testing agency in performing the required masonry testing.

30. Some work will be completed out of sequence for access and/or loading zones. Include multiple mobilizations as required by the CM.
31. Provide temporary power including fuel for all equipment necessary to complete this scope of work.
32. The only water source for the project is a hydrant located at the south side of the existing gym. Include all means necessary to get water to your work areas.
33. Provide all mockups and field samples required by documents
34. Include winter conditions per schedule.
35. Protect existing school and all personal property from dust and damage that could result from work of this bid package.
36. All work and storage locations shall be coordinated with the CM and will be limited.

### **C. Miscellaneous Metal**

1. Provide all miscellaneous metal not integral to structural steel.
2. Provide all staging, hoisting, rigging, lifts necessary to complete work of this subcontractor.
3. Provide temporary power including fuel for all equipment necessary to complete this scope of work.
4. Cost for any fire watches required to complete work will be the responsibility of misc. metal fabrications subcontractor. Hot work permits shall be per general requirements above.
5. Engineered, stamped shop drawings and calculations shall be submitted within 4 weeks of contract award. Include dimensions for all required in-wall blocking in sufficient time to incorporate blocking into the framing. This contractor shall be responsible for any blocking required but not noted on shop drawings or not coordinated prior to closing walls.
6. Misc Metals contractor shall participate in BIM coordination and provide periodic 3D models, located per the VDC Implementation Plan to align with building column lines. Reference BIM specification for requirements for coordination files. Make adjustments to supporting steel as necessary to accommodate MEPFP systems.
7. Coordinate with CM and subcontractors to complete scope of work.
8. Provide all required certificates and qualifications required per spec prior to starting any fabrication or installation.
9. Misc metal subcontractor shall acquire necessary welding permits, shall coordinate and pay for required fire watches, and shall furnish install maintain and remove all required fire blankets.
10. Submit shop drawings within 14 days of award for priority stairs as noted on the logistics plans. There are (4) priority stairs, D 2.1-D 2.5, C 1.1-C 1.5, A 2.1-A 2.5, and E 2.1-E 2.2. Erection of the stairs is to be in the same order.
11. Submit shop drawings for bent plate and tube steel around 2<sup>nd</sup> floor landing in area E within 14 days of award. Install of bent plate and tube steel is a priority for slab placement.
12. Provide all exterior guardrails, handrails, ramp rails, and similar rails at other locations as required in the contract documents. Refer to architectural, civil, and landscape drawings for requirement. Provide a complete installation including sleeving, coring, grouting, etc.
13. Provide all bolted, slotted, hung, welded or otherwise adjustable support angles including but not limited to brick relieving angles. This contractor shall come back and align the hung lintels/relieving angles and complete welding during the erection of the masonry veneer. After the adjustment is complete, this contractor shall weld the item in place. Include remobilization to perform this work.
14. Protect all surrounding work. Removal of welding splatter, metal cuttings, shavings, and other debris from adjacent surfaces is the responsibility of this contractor. Do not cut or grind over finished concrete surfaces.
15. Field measure for all items to be installed on or between existing surfaces prior to fabrication.
16. Furnish embedded items associated with this scope of work to the concrete and masonry contractors in sufficient time to allow casting in place. This contractor shall be responsible for the cost of remedial/corrective work required due to the late delivery of embedded

- items.
17. Provide closure plates on top of stair stringers to close the gap between the stair stringer and the wall. Installation of closure plate will be comeback work and will be performed out of sequence. Protect adjacent surfaces during installation.
  18. Following welding of stair pans to stringers, scrape, clean, Bondo and re-prime the entire stringer as necessary for a clean installation and as determined by the CM.
  19. Stairs with Terrazzo treads shall be designed to accommodate deflection criteria for treads.
  20. Structural Steel Drawing and Misc. Metal Scope of Work Clarification: All work indicated on the Structural Drawings shall be furnished and installed by the Structural Steel Subcontractor unless specifically noted otherwise, for example but not limited too; Loose Lintels (per schedule), and all steel members inherently related to the Metal Stairs, Elevator Shaft L angles, C Channels, Area Grates, elevator support tubes and embed plates, etc.
  21. Provide protective covering for all exposed, finished metal surfaces before and after installation until substantial completion. Return to the site to review protection at the direction of the CM.
  22. Coordinate all blocking and solid filled masonry requirements with the masonry and drywall contractor. If blocking or solid filled masonry is required and not coordinated before walls are closed, it shall be the responsibility of this contractor to complete any remedial work.
  23. Provide all mockups required by spec. Provide misc. metals supports at mock up walls.
  24. Include winter conditions per schedule.
  25. Some work will be completed out of sequence at the direction of the CM for coordination and logistics. Include multiple mobilizations as required by the CM.
  26. Coordinate overhead and folding door supports with the door manufacturers. Provide all support steel required by the manufacturer.
  27. Coordinate layout and install steel sleeve retainer for volleyball stanchions.
  28. Coordinate catwalk ladders, stairs, grating, railings, etc. with the structural steel contractor.
  29. Provide panel point reinforcing at joists per typical detail on structural drawings. Assume two reinforcing points at each joist.
  30. Include field cutting of (10) 6" diameter holes through structural steel as designated by the CM.
  31. Include (15) floor frames and (5) roof frames per Typical Opening details on drawing S1.02, installed from below at the direction of the CM.
  32. Include all Misc metals work at the outbuilding and fields.

#### **D. Finish Carpentry, Architectural Woodwork, Solid Surfacing Fabrications**

1. Millwork subcontractor shall provide shop drawings within 6 weeks after subcontract. Millwork subcontractor shall update and field verify dimensions as framing is completed, and shall produce millwork as soon as reasonably possible. Millwork subcontractor shall make as many visits to field dimension as deemed necessary by the millwork installer or CM. Areas shall be field dimensioned as they become available.
2. It is understood that millwork subcontractor shall store millwork off site at the direction of Fontaine-Dimeo until building is ready to accept installation of millwork. Millwork subcontractor shall include cost of offsite storage, in a climate-controlled space, until acceptance of millwork by Fontaine-Dimeo.
3. Millwork shop shall not be required to maintain AWI Certification in order to provide millwork, however Fontaine-Dimeo reserves the right to reject any millwork that does not represent a high-quality product.
4. Millwork shall be delivered in such a sequence as to facilitate a continuous installation, either in sequence from room to room or area by area. Millwork shop shall meet with Fontaine-

- Dimeo and millwork installer (finish carpentry subcontractor) to determine sequence and shall produce millwork in desired sequence at no extra cost.
5. Millwork subcontractor shall provide any steel supports integral to the millwork. Millwork subcontractor shall provide aluminum wall brackets for countertops in sufficient time for the brackets to be installed within drywall walls where required.
  6. Provisions shall be made within millwork for all required electrical and data outlets. Allow access for electrical contractor to perform rough in on-site.
  7. Finish carpentry subcontractor responsible for receiving, inventorying, unloading, distributing, protecting, and installing all millwork and finish carpentry materials not specifically included within casework scope of work.
  8. Finish carpentry subcontractor is responsible for all layout necessary for installation.
  9. Wood blocking located within wall assemblies will be provided by the drywall contractor. All other blocking and blocking exterior to wall assemblies and required for the work of this bid package shall be provided by this contractor. If in wall blocking is required, provide detailed shop drawings identifying locations and type of blocking needed. Failure to identify needed in wall blocking and or late submittal of blocking information shall result in this bid package providing the needed blocking and associated wall repair. Millwork subcontractor shall be responsible for reviewing all in wall blocking to receive millwork prior to closure of walls.
  10. Finish carpentry subcontractor shall provide and maintain temporary cardboard protection of all finished surfaces in a manner that keeps the protection in place until final cleaning.
  11. Millwork subcontractor shall provide an inventory of finishes for field touch up including but not limited to stains, sealers, varnishes, etc.
  12. Millwork subcontractor shall provide grommets for all millwork. Quantity and locations shall be per the owner's direction.
  13. Millwork subcontractor shall be responsible for inventorying and turning over all keys associated with the millwork package. Coordinate keying with the owner prior to fabrication.

**E. Below Grade Waterproofing, Dampproofing and Caulking**

1. Provide waterproofing at all interior and exterior pits.
2. Provide all lifts, staging, hoisting, rigging, etc. required to complete this scope of work.
3. Work in sequence with other trades and complete work as areas become available. Subcontractor understands that multiple mobilizations will be necessary to complete the work.
4. Provide testing required by the manufacturers. Subcontractor shall complete remedial work required in the event that any testing fails at no additional cost. If retesting is necessary, costs for retesting shall be paid by this contractor.
5. Provide all tie offs, harnesses, and safety requirements necessary to complete this scope of work.
6. Subcontractor shall complete punch list work within 30 days of a punch list being issued for each area of work. In the event that multiple punch lists are issued at different times for different areas of the building, subcontractor shall remobilize to complete punch lists as they become available.
7. Assist Commissioning Agent with all activities related to building envelope commissioning including completion of installation checklists, providing photographs of work in process, providing access for inspections, etc.
8. Provide all caulking or sealant within below grade systems.
9. Provide temporary power for work of this scope.
10. This contractor is responsible for their own water source.
11. Provide all mockups required by spec.
12. Include winter conditions per schedule. Provide heat source to dry out surfaces ahead of installation.
13. Provide factory representative field inspections and testing of installed products as required. Upload field reports to Procure within 1 week of field inspection.
14. Inspect substrates prior to the start of work in a timely fashion to allow for any corrective measures. Advise the CM of any unacceptable conditions prior to commencing work.
15. Prepare all surfaces and repair cracks as required for installation of this scope of work per

- manufacturer's recommendations.
16. Inspect and clean all substrates prior to start of work.
  17. Coordinate all with applicable trades for all penetrations
  18. Waterproofing at foundation walls is depicted as a part of the backfill operation if not specifically called out.
  19. Provide compatibility letters for all material used on site. Below grade mastic must be compatible with vapor retarder used by concrete contractor.
  20. Below grade waterproofing will be done in phases. At a minimum, first phase will be to allow for frost protection. Second phase will be to allow for vertical wall construction. Additional phases may be required to support construction sequences. This contractor shall be responsible for multiple mobilizations so that waterproofing is not exposed for longer than allowed by manufacturer. Include all material and labor to complete tie between application phases.
  21. Provide low temperature products to meet the project schedule due to the timing of installation.
  22. Waterproofing of all MEP penetrations as shown in the documents will be come back operations. MEP penetrations will be completed in multiple mobilizations.
  23. Drainage board will need to be installed to provide protection of below grade waterproofing from exposure. Include five - two-man crew days of comeback time to reapply drainage board.

**F. Outbuilding and Above Grade Waterproofing, Dampproofing and Caulking**

1. Provide all above and below grade waterproofing at the outbuilding.
2. Provide all lifts, staging, hoisting, rigging, etc. required to complete this scope of work.
3. Work in sequence with other trades and complete work as areas become available.  
Subcontractor understands that multiple mobilizations will be necessary to complete the work.
4. Provide testing required by the manufacturers. Subcontractor shall complete remedial work required in the event that any testing fails at no additional cost. If retesting is necessary, costs for retesting shall be paid by this contractor.
5. Provide all tie offs, harnesses, and safety requirements necessary to complete this scope of work.
6. Subcontractor shall complete punch list work within 30 days of a punch list being issued for each area of work. In the event that multiple punch lists are issued at different times for different areas of the building, subcontractor shall remobilize to complete punch lists as they become available.
7. Assist Commissioning Agent with all activities related to building envelope commissioning including completion of installation checklists, providing photographs of work in process, providing access for inspections, etc. Respond to commissioning agent and design team field report comments within 2 weeks of receipt of reports.
8. Below grade waterproofing was provided as part of an early bid package. Provide all transitions, tie-ins, caulking, or sealant within above grade and between below grade and above grade systems to complete the AVB system.
9. Provide temporary power for work of this scope.
10. This contractor is responsible for their own water source.
11. Provide all mockups required by spec.
12. Include winter conditions per schedule. Provide heat source to dry out surfaces ahead of installation.
13. Provide factory representative field inspections and testing of installed products as required. Upload field reports to Procore within 1 week of field inspection. Address any comments in field inspections within 2 week of receipt.
14. Inspect substrates prior to the start of work in a timely fashion to allow for any corrective measures. Advise the CM of any unacceptable conditions prior to commencing work. Clean substrates prior to work of this bid package.
15. Prepare all surfaces and repair cracks as required for installation of this scope of work per manufacturer's recommendations.

16. Coordinate all with applicable trades for all penetrations. Termination and sealing around penetrations will be a come back operation and will be completed in multiple mobilizations.
17. Waterproofing at outbuilding foundation walls is depicted as a part of the backfill operation if not specifically called out in the schedule. If details for waterproofing are not clearly marked on the outbuilding, assume detail is similar to the main building foundation.
18. Provide compatibility letters for all material used on site. Above grade waterproofing must be compatible with the below grade waterproofing material used by the below grade waterproofing contractor – Grace Products. Include compatibility letters for products installed under this system and the below grade waterproofing materials. Provide compatibility letters for all other systems required to interface with this contractors scope.
19. Above grade waterproofing will be done in phases to support construction sequences. This contractor shall be responsible for multiple mobilizations so that waterproofing is not exposed for longer than allowed by manufacturer and to meet CM contract schedule and sequencing. Include all material and labor to complete tie between application phases.
20. Provide low temperature products to meet the project schedule due to the timing of installation.
21. Waterproofing of all MEP penetrations as shown in the documents will be come back operations. MEP penetrations will be completed in multiple mobilizations.
22. Caulk all dissimilar materials whether shown or not shown, including but not limited to stair stringer to wall, Perimeter of Terrazzo stair treads to risers and stringers, Stair Closure plates to tile, Terrazzo base to tile, wall panels, inside corners of tile, Hollow metal frames to floor should be considered a part of the perimeter, perimeter of all kitchen equipment, counters, and millwork, etc.
23. Furnish and install all exterior caulking where not specifically noted by other divisions.
24. Provide for extended exposure of AVB and other products in the event that exterior finishes are not completed at same time. Ensure that all product warranties are maintained despite extended exposure
25. Custom colors are included as specified. Full range of color samples must be submitted within 2 weeks of award with a minimum of 3 original copies. Provide full sized color samples and mockups for final approval.
26. One classroom will be designated as a mock up classroom. Material for this room shall be delivered and installed ahead of and out of sequence with the remainder of the building. No work shall commence on site until the mockup classroom is approved.
27. Provide mastic coating on columns at South exterior wall of D building where columns are encased in concrete.

#### **G. Composite Wall Panels and Sintered Ceramic Façade System**

1. Provide all lifts, staging, hoisting, rigging, etc. required to complete this scope of work.
2. Provide all layout required for this work. Coordinate location of all panel joints with openings and wall mounted items to allow for required panel sizes and edge distances.
3. Furnish and install system from outside of vapor barrier to finish, including rigid insulation, metal framing, flashing, sealants, and panels.
4. Work in sequence with other trades and complete work as areas become available.
5. Provide all tie offs, harnesses, and safety requirements necessary to complete this scope of work.
6. Furnish and install blocking within wall panels system as required for all items mounted on the work of this bid package. Coordinate with installing contractors for requirements. Wood blocking must be fire-rated and FSC certified. Wrap blocking to AVB with compatible materials.
7. Provide off site storage for panels until they are required on site.
8. Provide all metal closures associated with the work of this bid package and between this bid package and adjacent construction.
9. Waterproof, seal, flash, any and all materials that pass through your wall system and through AVB.
10. Work will require several mobilizations.

11. Furnish and install all mockups required by specifications and drawings. Provide support for mockup testing and inspection.
12. Provide calculations and shop drawings stamped and signed by a professional engineer licensed in the Commonwealth of Massachusetts. Include all inspections and affidavits to meet Massachusetts building code.
13. Custom colors are required. Submit colors within 2 weeks of award for review, approval, and fabrication to meet or better schedule. Initial samples and verification samples are required.
14. Prior to fabrication, submit shop drawings for approval including all joints and cut panel dimensions for approval. All panels shall be field measured or fabricated long to be field cut as required to meet schedule.
15. Confirm all sealants and flashings are compatible with materials installed by waterproofing contractor. Furnish flashing "piece 2" to roofing contractor for installation where indicated. Coordinate installation of flashing assembly with roofing contractor.
16. Provide manufacturer's representative field inspections of installed products as required including written report. Written report must be submitted within 1 week of inspection.
17. Furnish and install protection of panels as required by specifications. Return to the site at the CM's direction to remove and dispose of protection.
18. Provide systems letters for all wall systems whether or not the material is included in this scope of work to meet NFPA 285.
19. Include all interior metal closure trim where noted on drawings.
20. Provide all backup and trim for interior panels, including furring and plywood.

#### **H. Fireproofing**

1. Protect all adjacent work prior to commencing work of this bid package. Remove protection and clean any over spray.
2. Immediately following installation of fire proofing, clean up overspray and fallout on the slabs. Remove all visible film from the slabs resulting from this work. Provide daily clean up and disposal to dumpsters provided by the CM of all surplus materials generated by this scope of work.
3. Provide all protection and/or tarping required to contain material within the building footprint during installation. Protect existing school and all parking areas/roadways of existing school from overspray.
4. Properly control and contain the wash-out of all equipment so as not to allow run-off into adjacent areas.
5. This contractor shall advise the CM of any unacceptable substrate conditions prior to the start of work. The condition of the substrate shall be deemed acceptable once installation of work of this bid package commences. This contractor is responsible for the bond between the substrate and the fireproofing material.
6. Provide sprayed-on fireproofing of sufficient thickness and density so as to achieve the fire resistance ratings specified in the contract documents.
7. Coordinate application of spray fire proofing with other trade contractors to minimize the need for cutting and/or patching.
8. Coordinate sequences of the work with the CM. In general, the perimeter will be done first and the interior will follow. Spray perimeter of each floor, all levels of a classroom room pod, Gym, Cafeteria, Auditorium, office area first and then spray the interior of these areas. Final sequence will be coordinated with the CM.
9. Project schedule requires multiple spray fireproofing crews in various areas due to concurrency of the work. Contractor shall supply sufficient labor, materials, and equipment.
10. Remobilize as required to fireproof the seismic clip angles along the stops of CMU partitions and where fire proofing extends to the curtainwall system. This will be a comeback operation.
11. Provide exposed intumescent coating to achieve required fire ratings at exposed steel. Coordinate type of intumescent paint with steel primer to ensure compatibility. Intumescent coating with drips, slump, or excessive orange peel texture will not be acceptable.
12. Provide all sealers required for the work of this bid package.
13. Provide lath where required by UL and/or the manufacturer.
14. Provide patching at all areas where testing is performed by the Owner's testing company.

15. Perimeter safety cabling system will be installed by others. This contractor shall patch all areas required when safety cabling is removed. This will be a comeback operation.
16. This bid package shall provide their own source of power to perform work.
17. Temporary water is available from one hydrant on site adjacent to the project. Provide all supplementary water supply, connections, hoses, etc which are required for the execution of this work.
18. Accommodate testing of your work by the Owner's independent testing laboratory. Provide testing agency all necessary ladders, lifts, and scaffolding necessary to perform inspections. Patch test locations upon completion and approval of tests.
19. Protect work of other trades during installation of fireproofing.
20. Subcontractor shall provide all lifts, staging, hoisting, rigging, unloading, and distribution for this section. All material on site shall be palletized and moved at the CM's direction to accommodate other contractor's work.
21. Include 20 additional steel preparation "crew days" within the base bid and provide a daily crew rate.
22. Please include 30 additional patch "crew days" within the base bid and provide a daily crew rate.
23. Clean overspray off of all deck and pour stop at exposed areas. Patching at exposed structure shall be neat and blended with spray fireproofing for a clean finish.
24. Fireproofing contractor shall cover and expose control points. Return to patch at control points prior to being concealed by drywall contractor.
25. Skim coat all intumescent coated steel with durabond or similar product, compatible with intumescent and primer, to provide a smooth finish. In place mockup must be completed and approved prior to proceeding with work.

#### I. Roofing and Flashing

1. Comply with 6' tie off for all workers. In addition, furnish, install, **maintain** and remove a fall protection system such as a flagging system per OSHA guidelines. Maintain the fall protection system for the duration of the project. Relocate the flagging system for other trades as required after roofing work is complete. Return at the direction of the CM to remove fall protection system at the completion of the project. Multiple mobilizations will be required to maintain the roof fall protection system for the duration of the project. This contractor shall return to the site within 24 hours of notification by the CM that the roof protection system requires maintenance.
2. Roofing contractor shall provide their own dumpsters.
3. Install, maintain, and relocate as necessary a minimum of (8) loading/receiving areas comprised of ballasted guardrails or comparable system at roof edge to be utilized by trades.
4. Furnish and install flat and tapered roofing insulation.
5. Furnish and install complete roofing system including all components.
6. Furnish and install flashing, counter flashing, roof edge coping, parapet covers, sheet metal including gutters, downspouts, snow guards, aluminum flashing, cap flashing systems complete, PV slip sheets and all other material required for a complete installation.
7. Provide verification from manufacturer that contract details were reviewed and are acceptable. Shop drawings shall be representative of details of this project. Furnish and install all mockups required by specifications and drawings. Provide support for mockup testing and inspection.
8. Snow removal for work of this bid package will be completed by this contractor.
9. Furnish and install all roof specialties.
10. Furnish and install prefabricated heat/smoke vents and roof access ladders. Vents, ladders and accessories shall be a custom color. Submit samples within 2 weeks of award to have material on site per contract schedule.
11. Install and flash mechanical equipment curbing provided by MEPFP and Kitchen contractors.
12. Furnish and install roof expansion joints.
13. Furnish and install roofing, flashing and trim required for mockup per specifications and mock up drawing.
14. Store roof material to protect roofing from damage and also from restricting access or egress.

15. Provide all lifts, hoisting, rigging, etc. required to complete this scope of work, except for setting of mechanical curbs via crane from truck on site.
16. Roofer must maintain a clean and safe work environment; daily cleanup of trash from roof to a dumpster provided by this contractor
17. If roofer fails to maintain a clean and safe work environment, Fontaine-Dimeo reserves the right to stop work until cleanup is completed, complete work against subcontractor's account, or hold payments to subcontractor.
18. Clean roof decks prior to installation of this work. Rough cleaning and removal of materials will be provided by trade working on the deck prior to your work.
19. Roofing subcontractor shall coordinate with all trades requiring roof penetrations and provide all material and labor required to seal any penetrations required by those trades. There will be multiple mobilizations for roof penetrations.
20. Roofing subcontractor shall include provisions within base bid to furnish, install, and maintain temporary roofing at areas that roof top curbs and equipment have not been installed and shall not delay the overall scope of making the building weather tight contingent upon roof top information. It is anticipated that separate mobilizations for the installation of roof top curbs and equipment may be needed and that roofing subcontractor shall include provisions for this work. Temp roof at mechanical unit curbs to include nominal lumber and plywood substrate to divert water and prevent pooling. Include provisions to roof over all mechanical equipment curb areas and go back, re-open the areas, and re-install the roof system around the sleepers and curbs.
21. Protect work of other trades at all times by the exercise of reasonable care and precautions. Clean or repair all existing materials which are damaged by work of this contractor. Existing materials and finishes which cannot be cleaned or repaired shall be removed and replaced with new work to match existing. Ensure that foot traffic protection is provide in lieu of roof mats prior to installation of permanent roof mats.
22. Roofer shall provide provisions to temporarily secure the edge of the roof membrane until roof edge metal is installed.
23. Masonry, metal panel, and curtainwall contractors will be installing scaffold to facilitate their work off the of the roof surface. Include either a sacrificial layer of membrane or plan on removing and replacing membrane to provide a warrantied system.
24. Roofer shall patch holes in roof created by installation of tie downs by other trades.
25. Assist Commissioning Agent with all activities related to building envelope commissioning including completion of installation checklists, providing photographs of work in process, providing access for inspections, etc. Respond to all open commissioning items within 2 weeks of receipt of commissioning report.
26. Provide inspections required by the specification.
27. Provide factory representative field inspections of installed products as required. Provide field reports within one week of visit. Provide inspections as required by the roofing manufacturer to achieve roof warranty.
28. Provide manufacturer's pre-construction and final inspection. Provide manufacturer's inspection pre and post PV system installation.
29. Provide 20 year roof system warranty as specified. Warranty shall start at substantial completion.
30. Provide tie off stanchions or carts at all loading zone for use by trades while on the roof or by the roof edges.
31. Provide removable guardrail around entire perimeter of skylights.
32. Multiple mobilizations are required and shall be coordinated with the CM.
33. Provide testing by independent testing agency as required by specifications.
34. Provide temporary power for work of this scope
35. The only water source for the project is a hydrant located at the south side of the existing gym. Include all means necessary to get water to your work areas.
36. Include winter conditions per schedule.
37. Provide temporary and permanent roof mats to protect roof during and post construction.
38. Install rooftop elevator penthouse/louwer, furnished by others.
39. Furnish and install all sealants at sheet metal work

40. Custom colors are required for roofing, flashing, ladders, accessories, etc. per the specifications. Submit colors within 2 weeks of award for review, approval, and fabrication to meet or better schedule. Initial samples and verification samples are required.
41. Submit product data, color samples, and shop drawings within 2 weeks of award. Ensure that material will arrive on site in sufficient time to meet project schedule. This contractor is required to provide a watertight building for follow on trades on or before the date listed in the bid schedule. Provide all temporary roofing necessary to achieve the schedule.
42. Confirm all sealants and flashings are compatible with materials installed by contractors installing adjacent material. Provide letters of compatibility.
43. A PV system will be installed on the roof. Verify PV system will not impact the manufacturer's warranty of the system. Complete all work required to maintain warranty.
44. Temporary Roofing and Weather Protection:
  - a. This contractor is required to provide a watertight building for follow on trades on or before the date listed in the bid schedule. Provide all temporary roofing necessary to achieve the schedule.
  - b. Provide all necessary management, planning, measures, temporary roofing and other provisions to prevent water infiltration through the roof for the full duration of any roof cutting, patching, removal or replacement operations. Special Note to Roofer to reference the MEP Drawings for coordination of Roofing and MEP Work.
  - c. Masonry, metal panel, and curtainwall contractors will be installing scaffold to facilitate their work off the of the roof surface. Include either a sacrificial layer of membrane or plan on removing and replacing membrane to provide a warranted system.
  - d. This Trade Contractor shall install temporary protection pathways after the new roof has been installed and accepted, in order for other trades to walk and work on the roof without damaging the newly installed roof. Any damages and repairs will be the responsibility of this Trade Contractor. Base bid shall include 1,000'x6' of roofing repairs.

#### **J. Firestopping**

1. All subcontractors shall complete firestopping and firesafing necessary to seal penetrations required within their scope of work. Subcontractors shall provide removable temporary firestopping and firesafing prior to final firestopping and firesafing.
2. There shall be one brand of firestop material for all firestopping work. The actual brand chosen shall be based upon a consensus of agreement between the successful bidders. The contractors will be required to provide fire stop systems as it applies to the individual scopes. The contractors shall also include fire stop/safe labeling and tagging each penetration or application with data including but not limited to installer, contractor, location, system used, and date. Also, the contractors shall provide data log entries for use in generating an as-built plan including location.
3. All subcontractors shall provide label at all firestopping with UL assembly identified.
4. All trades shall ensure fire stopping in exposed areas is clean and neat to receive paint. It is at the discretion of the CM, architect, and/or owner to accept the final condition or have the fire stopping reinstalled until accepted.
5. Destructive testing of firestopping shall be performed by Owner special testing agent. All subcontractors shall cooperate with agent. Repair firestopping at testing locations and areas that failed testing by the agent.

#### **K. Hollow Metal Doors and Frames, Wood Doors, Finish Hardware**

1. Provide submittals for scope of work within 2 weeks of subcontract award.
2. Wood doors to be UF Free and FSC Certified.
3. Wood doors to include all stops for glazing. Include allowance to replace 5% of glazing stops and fasteners at no additional charge. Wood doors shall be shipped to the site pre-glazed

- with glazing stop nail holes filled and finished.
4. All HM frames shall be welded.
  5. HM Doors, Frames, Wood Doors, Finish Hardware, shall be purchased furnish only in one complete package. Supplier shall be responsible for coordinating with installing contractors.
  6. All hollow metal frames, steel, and wood doors shall be permanently marked with the door number location designation from the contract drawings. Apply markings in a non-visible, consistent location on all doors. Markings are to be applied to the bottom edge and hinge location on all frames.
  7. HM frames within masonry shall be set by drywall subcontractor and grouted in by masonry subcontractor. Drywall contractor shall block out frame with insulation or foam for hardware and install intermediate spreaders prior to the start of Masonry. Drywall contractor shall check the frame for plumb and level as the masonry contractor is building the wall and correct as necessary. HM frames within drywall partitions shall be installed by drywall subcontractor.
  8. Wood and hollow metal doors shall be installed by Door Installing subcontractor. All door frames shall be installed by the drywall contractor.
  9. Subcontractor installing Doors and Hardware shall be responsible for receiving, inventorying along with supplier, unloading, distributing, protecting, and installing all hollow metal and wood doors, and finish hardware (except that provided by aluminum entrances trade contractor).
  10. Finish hardware shall be supplied by this contractor for all doors including aluminum doors. Hardware in wood and hollow metals doors shall be installed by Door Installing subcontractor. Finish hardware in Aluminum doors shall be supplied to the aluminum curtainwall/storefront contractor for installation in their shop. Hardware should be delivered to the aluminum curtainwall/storefront contractor in sufficient time to meet their fabrication and installation schedule.
  11. Installing subcontractors shall be responsible for labor associated with receiving, inventorying, unloading, storing, and distributing doors, frames, hardware.
  12. Prepare all doors and frames including pre-drilling, pre-cutting, raceways and reinforcing as required to receive all hardware including any electrical and or security equipment schedule.
  13. Coordinate hardware schedule with architectural, electrical, and security drawings. Note any discrepancies prior to completion of submittals.
  14. Hardware set and door opening numbers shall be marked on each individual box and on delivery slips. Provide hardware in original containers within individual hardware set boxes whenever possible. All hardware shall be prepared for proper door swing and handing. Hardware for aluminum doors shall be coordinated with and supplied to the installing contractor.
  15. Supplier responsible for providing doors, frames, hardware shall be responsible for having a qualified representative on site to participate in inventorying doors, frames, and hardware as they arrive. Installing subcontractors shall take possession of materials and shall sign off on materials as they are delivered. Installing contractor shall make sure all doors are adjusted and hardware is working properly at the end of the project. Final acceptance shall be by the Owner.
  16. Review schedule and coordinate all deliveries with the Construction Manager. Plan on phased deliveries by floor and/or area as directed by the CM. Masonry frames and exterior door frames will be released early and ahead of other areas.
  17. Cleanly cut, ground welds smooth, and remove and dispose of spreader at HM frames at direction of Fontaine-Dimeo. Frames damaged during removal of spreader shall be replaced at no added cost by subcontractor responsible for damaging frames. Door frame installing contractor shall include 300 hours of time to prepare the frames so that they are ready for the painter including patching, bondo, sanding, and priming where required.
  18. Hold multiple keying meetings with the owner and Fontaine-Dimeo to coordinate keying system for the project. Plan on a minimum of 6 meetings. Request quantities of keys in sufficient time for owner/school staff to organize and distribute keys prior to occupancy.
  19. Provide 2 fully tagged and labeled key cabinets, set up for turnover to the owner. Provide a minimum of two days of owner orientation training to the keying system.
  20. All electrical, mechanical and IT rooms will be completed out of sequence as soon as the

area is weather tight. Door frames, doors and hardware shall be provided at the direction of the CM as soon as the spaces are ready for install.

**L. Metal Windows, Aluminum-Framed Storefronts, Glazed Aluminum Curtain Walls, Aluminum Windows, Glazing, Metal Skylight**

1. Provide all lifts, hoisting, staging, rigging, etc. required to complete this scope of work.
2. Subcontractor to install any and all door hardware supplied by others to be installed at aluminum frames. Subcontractor to furnish and install all other hardware within this scope of work.
3. Work in sequence with other trades as areas of work become available. Subcontractors understand that multiple mobilizations will be necessary to complete envelope as work is completed and that areas such as loading docks will be completed out of sequence.
4. Perform all layout from control provided by CM. Coordinate rough openings with drywall and masonry contractors.
5. Include winter conditions per schedule.
6. Provide all mockups required by specifications. There will be independent mockups which will include at a minimum, one section of curtainwall, storefront, window, and fiberglass sandwich panel. Include all sealants and flashings for a complete install to be tested by this contractor.
7. Subcontractor to furnish and install all flashing, panning, sealants, minimally expanding foam, and exterior sealants required for complete weather tight installation of systems. Flashing that returns to the substrate needs to be tied into the vapor barrier with compatible materials and sealed to prevent leaks. Flashing shall be of the same material and color as the section to which it is being installed. Provide primary and secondary beads of sealant. Exposed sealant colors to be chose by the architect.
8. Include provisions for testing of systems within this package in place and in mockup as indicated in specifications. This contractor shall provide their own water source for testing.
9. Work in harmony with other trades responsible for wiring doors for security, hardware, light fixtures within systems, and all other work that requires coordination between trades.
10. Provide final cleaning of the interior and exterior of all systems installed by this subcontractor at the completion of the project when directed by Fontaine-Dimeo.
11. Provide drawings and calculations stamped by a Professional Engineer registered in the Commonwealth of Massachusetts as required per specifications.
12. The requirements shall apply to all subcontractors performing work of these sections, regardless of how they are procured.
13. Provide fire stopping at all edge of slab conditions to meet UL assembly.
14. Custom colors are included as specified. Full range of color samples must be submitted within 2 weeks of award. Provide full sized color samples for final approval.
15. Respond to all envelope commissioning comments within 2 weeks of receipt of comment.
16. Expedite submittals for skylights including all samples. Provide skylight submittals within 2 weeks of award.

**M. Access Doors & Panels**

1. Access doors and panels shall be provided by subcontractor whose work requires them for access. Location of all access doors and panels shall be noted in the coordination drawings and submitted for approval by the design team.
2. Access doors and panels shall be installed by subcontractor whose finish work the panels rest in i.e. drywall subcontractor in gypsum board partitions, masonry walls, and gyp board ceilings and tile contractor within tiled walls.
3. Access panel supplier is responsible for providing sizes and locations for installing subcontractor a minimum of 4 weeks prior to framing walls/ceilings. Subcontractor shall email a list of panels with size and locations to CM for distribution. Costs associated with rework of framing due to failure to provide correct size and location shall be borne by the subcontractor responsible for providing the doors and panels.

4. Inside of access panels should be marked with the providing contractors name and location of panel. A drawing shall be provided to the installing contractors field foreman with the installation location and size clearly marked. Subcontractor providing access panels shall be responsible for the access panels until installing contractor has framed for the panels and accepts delivery. Subcontractor providing access panels is responsible to confirm panels have been installed in the correct location and provide proper access to items requiring panels.

#### **N. Coiling Counter Doors, OH Coiling Doors, OH Coiling Grilles, Folding Doors, Fire Doors**

1. Subcontractor shall provide shop drawings, in electronic format, via Procore.
2. Subcontractor shall provide all lifts, staging, hoisting, rigging, unloading, and distribution for this section.
3. Subcontractor shall work in harmony with other trades providing components of complete system. Subcontractor shall provide shop drawings within 4 weeks of subcontract to allow for coordination with steel contractor, misc metals contractor providing supports, contractor providing blocking, electrician providing power and wiring, etc. Dimensions were provided to steel contractor for folding fire door supports. Fire doors shall be designed to utilize steel supports already in place.
4. Electrical subcontractor shall furnish and install all line voltage and low voltage wiring for complete operation.
5. Provide access doors and panels as necessary to service motorized components. Coordinate location with the drywall and/or masonry contractor. Multiple mobilizations will be required for doors and access panels. Coordinate on site with all trades involved in the installation including electrical contractor and drywall contractor. Provide all misc. materials and labor required for a complete install including metal tube supports not provided by Misc Metals, plates, clips, anchors for various substrates, etc. Provide welding certificates if welding is required.
6. Participate in BIM coordination meetings to coordinate sensors, access for motors, access for door tensioning, control locations, tie to fire alarm and security, etc.
7. Coordinate steel support system with misc metals contractor. Provide sufficient information for misc metals contractor to fabricate and install support system prior to metal stud framing installation.

#### **O. Drywall**

1. Furnish/Install all wood blocking as required for the project including, but not limited to, the items listed in the specifications and drawings. This blocking includes in-wall blocking, roof blocking, opening blocking, MEP equipment blocking, misc specialties and equipment blocking, wall pad blocking, window blocking, kitchen equipment blocking, plywood backup for mounting and associated blocking, misc metals, door hardware, toilet partitions and accessories, casework and millwork blocking, and other blocking as necessary. All blocking shall be coordinated with other trades and, at the roof, with tapered insulation shop drawings.
2. At all window, curtainwall and storefront locations provide blocking and shim as required to hold rough opening dimensions and to hold vertical and horizontal lines at exterior. Thickness of blocking may vary to accommodate required rough openings.
3. Comply with all **LEED** requirements including protection of absorptive materials; provide date stamped photos documenting compliance with these requirements on a monthly basis.
4. Furnish and install ALL sheathing at exterior walls, including parapet and soffit sheathing.
5. Furnish and install ALL gypsum board assemblies, complete.
6. Coordinate and provide all framed openings in walls for all trades.
7. Subcontractor responsible for furnishing, delivering, unloading, dispersing, protecting, and installing all components of system within scope of work.
8. Subcontractor responsible for hoists, lifts, rigging, etc. required to complete scope of work.
9. Drywall subcontractor responsible for unloading, distributing, and installing HM frames within metal stud partitions. Install per manufacturer's instructions. Drywall subcontractor is also

- responsible for checking Hollow Metal Frames to be Plumb and Level as walls are being built.
10. Drywall subcontractor responsible for unloading, distributing, and setting HM frames within masonry wall. Masonry subcontractor responsible for grouting of frames. Provide Styrofoam within jambs as necessary to allow for mounting of hardware on door frames. Monitor door frames during masonry construction to confirm they are maintained plumb and level.
  11. Patch holes in partitions created or left open for temp systems including electric, water, propane, HVAC, etc.
  12. Remove and replace perimeter protection cable system as necessary to access your work and for the work of other trades. Replaced and maintain, including tensioning and inspecting of perimeter cable system to provide continuous protection. Provide additional protection as required by OSHA and the project safety plan during your operations.
  13. Upon completion of steel erection, maintain perimeter safety cable until cable is no longer needed. At that time, in coordination with the Construction Manager, this contractor shall remove and dispose of the safety cable stanchions and cables. Concrete shall be chipped as necessary by this contractor to allow stanchions to be cut below the level of the finished floor and so floor can be patched level after stanchion removal. Chip all areas level for patching by others.
  14. Provide all field engineering for layout from control points provided by the construction manager. This contractor shall permanently mark all floors with wall locations and all door openings within the walls prior to erection of walls to allow layout and rough in by other trades. Permanent markings shall be confined to areas that will be covered by the wall construction. No markings may extend into areas where the floor finish is sealed concrete.
  15. Drywall subcontractor is responsible for all acoustical sealant to meet STC ratings. Provide acoustical sealing of all penetrations through gypsum walls. Include sealant at tops and bottoms of all walls.
  16. Provide all firestopping and fire safing assemblies for this bid package at all walls noted as fire rated. Provide all head of wall firestopping, where required, at interior gypsum wall assemblies. Fire stopping at MEPFP sleeves/penetrations are by the trade whose work passes through the sleeve including within and around the sleeve. Inspect and label all partitions with the appropriate UL label. Advise the construction manager of discrepancies found that would impact the rating of the system.
  17. At the time of acoustical sealant installation by the drywall contractor, all penetrations in place through the wall above the ceiling line shall be sealed by this contractor. All penetrations through acoustical walls made after this contractor completes one pass of acoustical spray shall be by the contractor making the penetration.
  18. Installation of sheathing shall, at minimum, meet the requirements of the AVB manufacturer. Provide framed and sheathed recesses as required for wall and soffit mounted items such as electrical boxes and lights to maintain continuity of AVB.
  19. All electrical, mechanical and IT rooms will be completed out of sequence as soon as the area is weather tight. Use moisture resistant materials and complete rooms including finish. Furnish and install fire rated plywood at full perimeter of rooms.
  20. Prepare all walls to receive tile so that the wall meets the 1/8" in 10' requirement for the tile including skim coat or whatever methods necessary to meet tolerance.
  21. Walls shall be taped to provide a smooth surface to install rubber base.
  22. Include all wood blocking at windows, curtainwall and storefront as shown/specified. Include fire retardant wood at all locations. Blocking shall be shimmed, trimmed, cut or otherwise adjusted as necessary to create required rough openings.
  23. Roof blocking and fascia blocking shall be installed so that the height and protrusion provide a consistent and level mounting surface for metal fascia and metal panels. Make any adjustments required after review by the metal panel contractor.
  24. Furnish and install all roof blocking including dimensional lumber, plywood etc. at exterior roof edge, parapet walls, mechanical curbs, roof drains, roof accessories and any other place that blocking appears as part of drywall package.
  25. Coordinate with other trades on locations and thickness required for all blocking to be installed.
  26. Provide, maintain, and remove temporary wood fillers in treads once the stair framing is

- complete. Provide and maintain temporary rails at all stairs.
27. Work shall be completed out of sequence at the discretion of the CM. In some cases, rooms will be partially finished but will still require drywall and finished taping, ready to receive finishes, prior to the full room being ready for drywall and tape.
  28. Furnish and install all column covers including connections to supporting members and prefabricated trim at ceiling.

**P. Louvers & Vents**

1. Furnish and install work included in this section.
2. Subcontractors shall provide all lifts, staging, hoists, rigging, unloading, distribution for their work within this section.
3. Electrical subcontractor shall coordinate with louver supplier/installer to provide all necessary wiring and connections. Controls subcontractor shall furnish/install any required controls for mechanically operated louvers and vents.

**Q. Tile, Ceramic Tile. Terrazzo Tile**

1. Provide shop drawings in electronic format via Procore. Clearly indicate areas where slab needs to be depressed and required slab depression.
2. Level, patch, clean, detail, or otherwise prepare substrate as necessary to ensure proper adhesion and finish prior to commencing installation. Fill and prepare slab shrinkage cracks and joints for floor finishes.
3. Subcontractor responsible for ensuring a smooth and level transition between various flooring types through flash-patching, reducers, transition strips, and/or any other means necessary.
4. Provide offsite storage for materials as necessary and directed by Fontaine-Dimeo.
5. Coordinate with other subcontractors to ensure a neat and flush interface.
6. Adhere to temporary protection and cleaning instructions per specifications.
7. Provide and maintain protection of all finished work. At a minimum, use RAM board, taped at seams, at all floors. Remove and dispose of floor protection after substantial completion or as directed by the CM.
8. Inspect substrate of floors and walls as soon as they become available and with sufficient time to allow for repair without impacting project schedule. Report results within 5 days of request to inspect by CM.
9. Work will be performed out of sequence. Multiple mobilizations will be required.
10. Perform moisture testing as required by the specifications and manufacturer's recommendations.
11. Submit full line of color samples for review and selection by the architect within 2 weeks of award.
12. Provide cutouts/ drill for penetrations through tile.
13. Provide all mockups noted in the specifications.
14. Install access panels, furnished by others, within tiled walls. Coordinate location of access panels with contractor providing them.

**R. Acoustical Ceilings**

1. Subcontractor shall include provisions to install ceiling grid system as a separate mobilization prior to installation of tile. Subcontractor shall carry multiple mobilizations to complete cuts, device installation, and full tiles.
2. This contractor shall inspect rooms and report to the CM if there are any conflicts with the contract ceiling height and any MEP, equipment, etc that is below the scheduled ceiling height. Similarly, the acoustical ceiling contractor shall inform the CM if walls are not finished to just above the contract ceiling height.
3. Subcontractor shall provide multiple crews if necessary, to complete installation of grid and tiles in an expedient manner. Subcontractor understands that sequence of work for acoustical

- ceilings will not necessarily be contiguous and that compliance with project schedule will require multiple mobilizations and may require overtime.
4. Ceiling grid shall be seismically braced as indicated or required to meet or exceed specifications and code and shall hang independently from work of other trades.
  5. Subcontractor to frame to and provide cutouts in the ceiling for other trades including lighting fixtures, mechanical equipment, projection screens, access panels, expansion joints, and more.
  6. In some rooms, areas of ceiling grid or ceiling tile will be left out with rooms partially installed at the CM's discretion to facilitate the work of other trades and/or to expedite schedule in select areas. This contractor will return to rooms at the direction of the CM to complete grid and tile.
  7. Adhere molding to the wall with sealant and provide caulk between ceiling grid and walls per specifications.
  8. Provide touch up paint at cut ceiling tile edges exposed to view.
  9. Subcontractor to include an allowance of 240 hours of work completed at the direction of the CM for areas not damaged by ACT contractor including replacement of tiles around devices, cuts, etc. Subcontractor shall carry, in addition to labor, 80 boxes of various types of ACT and 1 box of mains and 6 boxes of assorted T's and accessories for work NOT damaged by ACT subcontractor.
  10. As a result of the coordination process, reflected ceiling plans may vary from original contract documents (light fixtures, diffusers, etc.). Attend and participate in the overhead BIM coordination meetings. Participation in these meetings includes sign off on MEP coordination drawings. Adjustments to the ceiling assemblies to address layout of overhead equipment will be at no additional cost to the project. Bring to the attention of the CM any discrepancies in height or layout not noted during coordination. Confirm ceiling height or layout changes through shop drawings or RFIs to the design team.
  11. Subcontractor responsible for furnishing, delivering, unloading, dispersing, protecting, and installing all components of systems within scope of work.
  12. Furnish and install blocking as required to support cubicle curtains.
  13. Install specified edge molding wherever ceilings intersect a wall or partition surface and around all items with any dimension of 4" or more which penetrate the ceilings, including circular penetrations.
  14. Provide all trim and accessories for a complete installation for all items installed by this Contractor.
  15. After completion of work, clean or repair all existing surfaces which are soiled or damaged from work in this section. Clean surfaces of panels and grids free from dirt and handling marks. Wherever surfaces cannot be cleaned, or have defects, remove and replace with new components
  16. One classroom will be designated as a mock up classroom. Material for this room shall be delivered and installed ahead of and out of sequence with the remainder of the building. No work shall commence on site until the mockup classroom is approved.

#### **S. Wood Strip and Plank Flooring, Wood Athletic Flooring, Stage Flooring**

1. Subcontractor shall level, patch, clean, detail or otherwise prepare substrate to achieve proper flatness and levelness required by flooring manufacturer prior to commencing installation.
2. Provide and maintain ventilation as required to complete your work.
3. Control humidity for floor installation including the use of humidifiers or dehumidifiers as required.
4. Route out all floor boxes so that the finish is flush with the floor.
5. Install all required sleeves.
6. Provide gym floor line striping plan with submittals. Mobilize early to layout all sleeves as soon as gym equipment is in place.
7. Coordinate with bleacher installer for any required blocking under bleachers. Furnish and install if required.

8. Provide, install, and maintain temporary protection of all finished surfaces. Remove and dispose of temporary protection at substantial completion or as directed by the CM.
9. Install volleyball sleeves, furnished by others.
10. Provide all moisture and alkaline testing as required to maintain manufacturer's warranty.
11. Inspect substrates prior to the start of work in a timely fashion to allow for any corrective measures. Advise the CM of any unacceptable conditions prior to commencing work.
12. Provide smooth and level transitions between various flooring types using either flash-patching, transition/ reducer strips or any other means necessary. All transitions shall be ADA compliant.
13. Submit full line of color samples for review and selection by the architect within 2 weeks of award.
14. Furnish and install wall base per finish schedule at all floors included in this package.
15. Provide metal transitions between wood flooring and all other flooring types.
16. Furnish and install Stage & Blackbox Theater Subfloor and Finish Floor.
17. Examine bid documents and provide self-leveler as required for the floor systems to be installed under this package to be level with adjacent floor surfaces.
18. This contractor is responsible for documenting and submitting equilibrium moisture content in wood flooring prior to installation.

#### **T. Resilient Flooring, Resilient Base and Accessories**

1. Provide resilient base at all areas indicated on contract documents.
2. Provide resilient flooring at areas indicated on contract documents and in patterns indicated in finish schedule/drawings. In the event of a conflict between drawings and finish schedule, subcontractor shall carry more expensive pattern/quantity.
3. Level, patch, clean, detail, or otherwise prepare substrate as necessary to ensure proper adhesion and finish prior to commencing installation. Inspect substrate as soon as it becomes available.
4. Subcontractor responsible for furnishing, delivering, hoisting, unloading, distributing and installing flooring materials.
5. Subcontractor responsible for ensuring a smooth and level transition between various flooring types and expansion joints through flash-patching, grinding, reducers, transition strips, and/or any other means necessary. All transitions shall be ADA compliant.
6. Provide, Install, and maintain temporary protection of all finished surfaces. At a minimum, use RAM board for floor protection. Adhere to cleaning instructions per specifications, damage incurred as a result of lack of protection will be the responsibility of flooring subcontractor. Remove and dispose of floor protection at substantial completion or as directed by the CM.
7. All electrical, mechanical and IT rooms will be completed out of sequence as soon as the area is weather tight. Flooring shall be installed as soon as possible to support installation of equipment. If flooring is not completed prior to install of equipment, flooring shall be cut around all installed equipment.
8. Provide all moisture and alkaline testing as required to maintain manufacturer's warranty.
9. Extend resilient flooring to wall lines beneath all moveable equipment and moveable casework.
10. One classroom will be designated as a mock up classroom. Material for this room shall be delivered and installed ahead of and out of sequence with the remainder of the building. No work shall commence on site until the mockup classroom is approved.
11. Submit full line of color samples for review and selection by the architect within 2 weeks of award.
12. Provide dust free buffers with vacuum attachments.

#### **U. Rubber Flooring**

1. Level, patch, clean, detail, or otherwise prepare substrate as necessary to ensure proper adhesion and finish prior to commencing installation.
2. Subcontractor responsible for furnishing, delivering, hoisting, unloading, distributing, and

- installing flooring materials.
3. Subcontractor responsible for ensuring a smooth and level transition between various flooring types through flash-patching, grinding, reducers, transition strips, and/or any other means necessary. All transitions shall be ADA compliant.
  4. Provide and maintain temporary protection of all finished surfaces. At a minimum, use RAM board for floor protection. Adhere to cleaning instructions per specifications, damage incurred as a result of lack of protection will be the responsibility of flooring subcontractor. Remove and dispose of floor protection at substantial completion or at the direction of the CM.
  5. Provide all moisture and alkaline testing as required to maintain manufacturer's warranty.

#### **V. Carpeting and Tile Carpeting**

1. Level, patch, clean, detail, or otherwise prepare substrate as necessary to ensure proper adhesion and finish prior to commencing installation.
2. Subcontractor responsible for furnishing, delivering, hoisting, unloading, distributing and installing flooring materials.
3. Subcontractor responsible for ensuring a smooth and level transition between various flooring types through flash-patching, grinding, reducers, transition strips, and/or any other means necessary. All transitions shall be ADA compliant.
4. Provide and maintain temporary protection of all finished surfaces. At a minimum, use RAM board for floor protection. Adhere to cleaning instructions per specifications, damage incurred as a result of lack of protection will be the responsibility of flooring subcontractor. Remove and dispose of floor protection at substantial completion or at the direction of the CM.
5. Furnish and install complete installation of tile carpet including all grinding, cleaning, patching, filler, primer, accessories, etc.
6. Furnish and install all entrance mats and accessories. Coordinate transition at thresholds with door manufacturer to provide a smooth transition.
7. Furnish and install complete installation of sheet carpet including all grinding, cleaning, patching, filler, primer, accessories, etc.
8. Provide full line of color samples within two weeks of award for the architect's review and selection and for verification sample review and selection.
9. Provide all mockups required by the specifications. No work shall proceed until the mockup is reviewed and approved.
10. Provide carpet edge banding where required for a finished appearance.
11. Provide all moisture and alkaline testing as required to maintain manufacturer's warranty.
12. Inspect substrates prior to the start of work in a timely fashion to allow for any corrective measures. Advise the CM of any unacceptable conditions prior to commencing work.
13. One classroom will be designated as a mock up classroom. Material for this room shall be delivered and installed ahead of and out of sequence with the remainder of the building. No work shall commence on site until the mockup classroom is approved.
14. Provide smooth and level transitions between various flooring types using either flash-patching, transition/ reducer strips or any other means necessary. All transitions shall be ADA compliant.

#### **W. Epoxy Flooring**

1. Level, patch, clean, detail, or otherwise prepare substrate as necessary to ensure proper adhesion and finish prior to commencing installation. Include any preparation required of concrete slab prior to placement including but not limited to shot blasting, grinding, patching, etc.
2. Subcontractor responsible for furnishing, delivering, hoisting, unloading, distributing and installing flooring materials.
3. Subcontractor responsible for ensuring a smooth and level transition between various flooring types through flash-patching, grinding, reducers, transition strips, and/or any other means necessary.
4. Provide and maintain temporary protection of all finished surfaces. At a minimum, use RAM

- board for floor protection. Adhere to cleaning instructions per specifications, damage incurred as a result of lack of protection will be the responsibility of flooring subcontractor. Remove and dispose of floor protection at substantial completion or at the direction of the CM.
5. Provide all samples within two weeks of award for the architect's review and selection and for verification sample review and selection.
  6. Provide all mockups required by the specifications. No work shall proceed until the mockup is reviewed and approved. One classroom will be designated as a mock up classroom. Material for this room shall be delivered and installed ahead of and out of sequence with the remainder of the building. No work shall commence on site until the mockup classroom is approved.
  7. Provide all moisture and alkaline testing as required to maintain manufacturer's warranty.
  8. Inspect substrates prior to the start of work in a timely fashion to allow for any corrective measures. Advise the CM of any unacceptable conditions prior to commencing work.
  9. Furnish and install all transition strips, reducers, edgings, and accessories.
  10. Provide hardboard behind cove base in thickness required to align with stainless steel edging and wall tile.
  11. Furnish and install anti-crack membrane as required for a complete system.
  12. Continue flooring to centerline of door at all transitions. Include patching as required to provide a smooth surface to the transition location.
  13. Provide all resinous flooring at the outbuilding.

**X. Fabric Wrapped Panels, Acoustical Panels**

1. Subcontractor shall coordinate blocking prior to closing walls. Subcontractor shall provide locations and size of in-wall blocking required on shop drawings. Blocking that is installed after wallboard is installed shall be furnished and installed by Fabric Wrapped Panels subcontractor. Any patching and painting required for blocking installation shall be charged to fabric wrapped panels subcontractor.
2. Subcontractor shall provide all cutouts in panels for wall mounted devices.
3. Field dimensions shall be completed as soon as areas become available to ensure timely installation.
4. Subcontractor responsible for furnishing, delivering, hoisting, unloading, distributing and installing material.

**Y. Painting**

1. Furnish and apply paint for interior and exterior surfaces.
2. Inspect and accept substrate prior to painting as soon as it becomes available. Notify the CM of any areas that do not meet specifications. Application of paint/primers constitutes acceptance of substrate.
3. Provide surface preparation prior to applying paint, including field primer if necessary. Prepare areas of field welds, remove bubbles, sand, bondo, re-prime if necessary, so that the end result is not flashing and has a smooth finish acceptable to the project.
4. Seal tops and bottoms of wood doors as required.
5. Fire rated labels shall not be painted or covered.
6. Protect surfaces not scheduled to receive paint from paint, including overspray. Paint on surfaces not scheduled to receive paint shall be removed by this subcontractor, using methods that do not damage the intended finish of such surfaces, at no additional cost to the project. In areas with dryfall paint, remove protection, sweep/vacuum and clean dryfall immediately after completion so that material is not tracked through the jobsite.
7. Properly dispose of excess materials and containers. Materials and containers that cannot be disposed of in general debris dumpsters shall be disposed of by the painting subcontractor. Create and maintain an approved washout area.
8. Paint/touch up areas where holes were created by temporary systems including temp electricity, water, propane, etc.
9. Paint all access panels installed by other trades.

10. Provide stencils above ceiling at all fire rated walls.
11. Include provisions for touchup of finish painted surfaces just prior to occupancy as directed by Fontaine-Dimeo. Provide touchup material and 400 hours of labor including wall patch and bondo and prep at door frames.
12. Ensure all hollow metal frame surfaces are smooth and free of dents, gouges, gaps, etc. prior to painting. Inform CM of any touchup needed above contract requirements.
13. Interior Painting is to be without flash marks, should flash marks occur, painter shall be required to redo the entire surrounding wall surface.
14. Protect all finish hardware for painting doors and frames, electrical plates, light fixture trim and fittings. Remove protection after surfaces dry. Clean any paint from surfaces of adjacent materials.
15. Number of coats indicated under the Painting Schedules is the minimum number required for an acceptable finish.
16. Apply epoxy block filler to concrete masonry partitions at max rate allowed by coating manufacturer
17. Paint mechanical and electrical equipment as called for in specifications
18. Provide samples and on-site sample areas for all colors. Provide color samples within 2 weeks of award for review and selection by the design team.
19. Furnish and install concrete sealer at all interior exposed concrete surfaces and throughout garage.
20. One classroom will be designated as a mock up classroom. Material for this room shall be delivered and installed ahead of and out of sequence with the remainder of the building. No work shall commence on site until the mockup classroom is approved.
21. The painting trade contractor shall be responsible for any defects in the gypsum taped plaster surfaces after application of the first coat. Therefore, the painting foreman must notify the Fontaine-Dimeo superintendent regarding taping irregularities after walls are primed so that repairs and touchup can be done by others.
22. Include returning for primer touch up after the drywall contractor has touched up any areas of deficient taping.
23. Assume 25% of this scope of work will be completed on second shift to avoid traffic and damage by other trades.
24. Provide normal touchup painting prior to final acceptance for all minor damage inflicted by other trade contractors.

## **Z. Markerboards**

1. Provide off site storage for markerboards until directed to install by Fontaine-Dimeo.
2. Assume that separate mobilizations will be required to install mounting clips and to install markerboards.
3. Subcontractor responsible for furnishing, delivering, hoisting, unloading, inventorying, distributing and installing markerboards under this scope.
4. Provide shop drawings indicating location of any in-wall blocking required.
5. Coordinate marker board requirements with requirements of the projection system.
6. After substantial completion, return to the site to remove protective plastic and to clean boards per manufacturer's instructions.
7. Include 6 additional markerboards and tack boards of each size to be installed at the direction of the CM after owner occupancy. Any markerboards or tack boards not installed shall be turned over as attic stock.

## **AA. Toilet Compartments and Accessories**

1. Indicate on shop drawings all locations of in-wall blocking required for installation by others.
2. Field verify all dimensions when drywall is installed and prior to ordering material.
3. Include all fasteners, joint sealants, adhesives required to complete this work.
4. Do not damage tile or epoxy finishes in the process of installation. Damage caused by installing subcontractor shall be repaired at installing subcontractor's expense.

5. Subcontractor responsible for furnishing, delivering, hoisting, unloading, inventorying, distributing and installing markerboards under this scope.
6. Vacuum clean all areas that tile has been drilled for installation of partitions.
7. After substantial completion, return to the site to clean all toilet compartments and adjust hardware.
8. Install all toilet accessories including owner furnished accessories.

#### **BB. Metal Lockers**

1. Metal lockers subcontractor shall be responsible for furnishing, delivering, unloading, hoisting, inventorying, distributing, and installing metal lockers including fasteners, sloped tops, number tags, fillers, and hardware.
2. Metal lockers subcontractor is responsible for protecting metal lockers on site prior to installation. If necessary, store metal lockers offsite until just prior to installation. No claims shall be made for damage to metal lockers occurring prior to installation.
3. Provide all filler pieces and trim required to close any gaps greater than 1/4". Install lockers evenly in the openings.
4. Requirement for in-wall blocking shall be noted in shop drawings. This contractor shall provide blocking outside of the drywall behind the lockers as noted in the contract drawings. Ensure sloped top is fabricated to accommodate blocking.
5. Vacuum, clean, and wipe down lockers following installation. Provide protection of lockers. Remove and dispose of protection following substantial completion at the direction of the CM.

#### **CC. Signage**

1. Determine all existing conditions which conflict or prevent the complete installation of the signage as indicated in the Contract Documents and provide the CM with the details in sufficient time to allow the removal or repair of conflicting items. Remobilization or additional charges shall not be paid for work resulting from the failure to request the removal of conflicting items. Inspect substrates prior to the start of work and advise the CM of any unacceptable conditions.
2. Provide layout required to complete work. All signs shall be installed to meet code and ADA requirements.
3. All blocking not shown on the contract drawings but required by this contractor must be provided by this contractor.
4. Store and protect any equipment or material as it arrives on site and maintain protection as required until acceptance by the owner.
5. Provide proper protection of adjacent finished materials to prevent damage or stains during the installation of the work of this bid package.
6. Coordinate with the CM for all inspections.

#### **DD. Kitchen Equipment**

1. Kitchen equipment subcontractor shall complete all required connections, testing, and work required to furnish and install a complete and operational system unless such work is explicitly specified as by others.
2. This contractor shall be responsible to check electrical, plumbing, HVAC, Fire Protection, etc. to ensure that items provided are sufficient to run and maintain equipment. Inform the CM of any additional MEP/Power requirements.
3. Kitchen equipment subcontractor shall submit shop drawings through Procore within 2 weeks of award. Shop drawings shall include "rough-in" drawings. Roughing-in contractors will not be responsible for interpreting catalog cuts to determine the rough-in requirements. Indicate on shop drawings all required in-wall blocking and all floor recesses for installation by others.
4. Submit shop drawings indicating slab preparation requirements for freezers/coolers.
5. Field measure for all critical fit custom fabricated items. It is the responsibility of this contractor to ensure all submittals, shop drawings, and samples are submitted and returned in sufficient time to release material to meet bid schedule.

6. All equipment provided shall be installed by this Contractor. Provide all assembly of internal components to make kitchen equipment complete. Final utility connections only will be provided by others as outlined in the plans and specifications.
7. Check equipment sizes and take note of building access. Make provisions to ensure that equipment will fit through permanent doorways and/or structure.
8. Be advised that the MEPFP drawings along with the food service equipment specifications and drawings will be used as a reference for rough-in of waste, water, and electrical systems. Provide equipment to fit these requirements. Notify the Construction Manger if writing of any deviations at bid time.
9. Expedite submittal of shop drawings, fabrication, and shipment of all items to be cast in the slab or concealed within walls. Expedite hood shop drawings for HVAC/Electrical coordination.
10. Coordinate sink hoses/ wash down hoses with all above sink shelving so as not to interfere with intended use of hoses.
11. Provide protection of equipment until final acceptance. Provide touchup painting of all finishes including factory finished equipment. Provide final cleaning of all materials and equipment. All equipment and material provided by this contractor shall be cleaned and sanitized by this contractor when directed by the CM.
12. Warranty periods for equipment of this bid package shall not start any earlier than August 31, 2024.
13. Participate in health department review, acceptance, and sign off.
14. Include union carpenters for the installation of freezer/coolers including thermal break at slab and the installation of kitchen/servery millwork.
15. Kitchen contractor and associated ansul system vendor shall support ansul system pre-tests in preparation for the final testing witnessed by the AHJ. Final test shall also be supported by kitchen contractor and ansul vendor.
16. Kitchen contractor shall startup and test all kitchen equipment prior to occupancy by the owner. Provide a detailed list of any hookups required, but not completed by, MEP contractors.
17. Provide all training and O&Ms per the specifications.

#### **EE. Gym Equipment**

1. Submit receive, approve, and deliver equipment and material to maintain the project schedule and as directed by the Construction Manager. Provide equipment mounting locations as soon as possible for coordination with the steel contractor for joist bridging if required.
2. This contractor shall provide all switches, controllers, remote controllers, and necessary wiring from the controller/switch to the motors for the equipment. Power to controller/switch will be provided by the electrical contractor. Coordinate work with the electrical contractor.
3. Coordinate locations of all wall devices with the architectural drawings.
4. Provide all means of support and attachments for all equipment back to the structure. Provide all miscellaneous steel supports which are not shown on the drawings but are required to complete the work of this bid package. Include primer and touch-up paint on prefinished materials.
5. Submit complete coordination drawings in conjunction with BIM coordination indicating location of equipment in relation to MEPFP equipment, fixtures, and partition assemblies.
5. Provide and coordinate all required wall pad cut outs for wall mounted devices and signage.
6. Subcontractor responsible for furnishing, delivering, hoisting, unloading, distributing and installing material.
7. Return to the site to clean all installed equipment after substantial completion.

#### **FF. Theatrical Rigging**

1. Submit, receive, approve, and deliver equipment and material so as to maintain the project schedule as directed by the Construction Manager. Coordinate with Catwalk and MEPFP trades and bring to the attention of the CM any discrepancies.
2. This contractor shall provide all switches, controllers, and necessary wiring from the controller/switch to the motors for the equipment. Power to controller/switch will be provided by the electrical contractor. Coordinate work with the electrical contractor.
3. Coordinate locations of all wall devices with the architectural drawings.

4. Provide all means of support and attachments for all equipment back to the structure. Provide all miscellaneous steel supports which are not shown on the drawings but are required to complete the work of this bid package. Include primer and touch-up paint on prefinished materials.
5. Submit complete coordination drawings in conjunction with BIM coordination indicating location of equipment in relation to MEPFP equipment, fixtures, and partition assemblies.
6. Highlight any areas that require blocking to mount your equipment. Failure to do this will result in this contractor paying for installation, patching, and painting for any remedial work required.

**GG. Elevator**

1. Subcontractor shall include an allowance of (80) hours of operator time for each elevator for miscellaneous trades to complete associated work within elevator shaft. Subcontractor shall track time spent against this allowance in conjunction with Fontaine-Dimeo Superintendent and shall have slips signed each day reflecting time spent. Subcontractor shall be compensated or provide a credit upon project closeout based upon amount of this allowance used. Work will be compensated for time on site, not an 8 hour minimum.
2. Subcontractor shall perform all activities related to elevator testing and commissioning as part of this scope of work at no extra charge. These activities include providing labor as required for alarm testing, elevator louver testing, and inspections. This work is part of the base bid of this contract and shall not be charged against the 80 hour allowance in item 1 above.
3. Subcontractor shall include removal of all components not necessary for operation of elevator upon completion of installation including excess hydraulic oil if directed by the CM.
4. Subcontractor shall participate in and sign off on elevator room layout. Subcontractor shall make diligent efforts to avoid conflicts with other trades. Verify pit and shaft sizes prior to ordering elevator.
5. Include provisions for temporary power connections to operate cab during installation.
6. Subcontractor's employees shall maintain the guardrail system put in place by others during performance of their work. Subcontractors shall remove guardrails only as necessary to provide access to cab/shaft and shall replace guardrails immediately when possible. Subcontractors employees who create a safety hazard at any time will be immediately dismissed from the project.
7. Subcontractor shall make all efforts necessary to complete installation and inspection of elevator as quickly as possible to allow for temporary and permanent operation. Subcontractor shall allow temporary use of elevator with operator as feasible and shall allow use of elevator immediately after inspection regardless of whether or not substantial completion has been reached.
8. Subcontractor shall make provisions to provide specified warranty period from date of certification of occupancy or acceptance of the building, whichever is later, including provisions to provide extended warranties if necessary.
9. Provide all drawings and documentation required for inspections in a timely manner so they can be reviewed and stamped by the design team prior to elevator inspection.
10. It is the responsibility of this contractor to verify and monitor approval of elevator shop drawings, color selections, and submittals to ensure elevator is released to meet project schedule.
11. Provide all hoisting, offloading and distribution of materials.
12. Participate in BIM coordination in cooperation with all MEP trades.
13. Carry provisions for Overtime for State Inspection.
14. Furnish and install all work of this section including pit ladder and sill angles.
15. Provide fully dimensioned drawings for items to be installed by others. Furnish items to be installed by others in sufficient time to be built into place.
16. Monitor elevator shop drawings and sample submittal approvals to ensure elevator is released in time to meet project schedule.

17. Space on site is limited. All laydown areas inside and outside of the building must be coordinated with CM.
18. Submit record drawing for structural engineer's stamp as soon as shop drawings are approved.
19. Upon completion, provide any custom tools required for elevator maintenance to be performed by others.
20. Provide the following information as part of bid:
  - a. Lead time for shop drawings
  - b. Lead time for equipment
  - c. Lead time for Engineering
  - d. Anticipated install duration
  - e. Total Manhours of on site work

#### **HH. Fire Protection**

1. Maintain as built drawings in the most recent version of AutoCAD, updated as-built drawings shall be a prerequisite to monthly payment.
2. Provide sleeves/coring as necessary for work of this subcontractor, provide firestopping through fire rated partitions. Provide acoustical sealant at all acoustical partitions. Provide link seal at foundation walls. Install labels at all fire rated penetrations per specifications and listing UL assembly.
3. All bidders are directed to review all disciplines of the bid documents prior to submitting a price. The drawings and specifications are complimentary and bidders' prices shall reflect all Fire Protection work regardless of where it is shown in the documents.
4. Stamped shop drawings and building design shall be completed asap. Drawings shall be submitted to the building department for permit application with a copy provided to the fire department.
5. Furnish and install seismic bracing and end of line restraints as required by codes and noted on drawings and specifications, whichever is more stringent.
6. Subcontractor shall complete all commissioning and start up procedures in accordance with the specifications and as directed by the project team.
7. Fire protection contractor shall arrange for all inspections and tests, including pressure tests as required by applicable codes and engineers. Fire protection contractor shall notify Fontaine-Dimeo in advance of any such test and shall provide written documentation of all test performed. Engineer of Record must be invited to witness all tests.
8. Subcontractor shall comply with Engineer's requirements in regards to raising of fire protection piping as far above ceiling as possible at no additional cost.
9. Fire protection systems installed under this subcontract shall continue to 10 feet beyond the building perimeter. This contractor shall oversee installation of exterior fire protection system components by the site contractor as required by code.
10. A temporary fire protection system shall be installed using the permanent standpipes and risers, and must be installed as rapidly as construction permits and to be compliant with NFPA 241.
11. Temporary fire standpipe including signage, connections, pipe fittings, and valves must be provided at the location of each permanent hose rack or station as shown on the contract drawings by this contractor. Signage to be per the local fire department. Assume 4'x4' sign at each temporary standpipe location with white letters on a red background stating "DRY STANDPIPE LOCATION" or as directed by Worcester Fire Department. Sign shall be mounted temporarily next to the building and may not be mounted to the face of the building. Allow for access behind the sign to continue exterior façade work.
12. At each temporary riser connection, the system must provide 2-1/2" valved, capped connections. Hose adaptors on the discharge side of the 2-1/2" valve must be compatible with hose fittings used by the City of Worcester Fire Department.
13. Special Note with regards to sprinkler heads: The contract drawings are complementary and indicate the approximate amount of sprinkler heads required. The Fire Protection Trade Contractor shall review the drawings in depth, bid and install ALL of the necessary sprinkler

- heads for the project. No additional compensation will be provided to the Fire Protection Trade Bidder for missing sprinkler heads.
14. In areas with acoustical deck, hangers and restraint straps must be compatible.
  15. Contractor is responsible for responding & resolving commissioning punchlist items within two weeks of issuance. If contractor does not fulfill this responsibility, contractor shall be subject to fine of \$75/day/item.
  16. Contractor is responsible for responding & resolving Engineer punchlist items within two weeks of issuance. If contractor does not fulfill this responsibility, contractor shall be subject to fine of \$75/day/item.
  17. MEP Coordination utilizing 3D Modeling (BIM):
    - a. Provide 3D coordination models and related responsibilities. See Section Construction Manager Supplemental Conditions 00 73 00a for additional information.
    - b. Provide appropriate BIM expertise and resources to meet the MEP Coordination Requirements defined in Construction Manager Project Schedule 00 73 00e.
    - c. Both sections of the building will be modeled for MEP coordination at the same time. This contractor shall carry and make available the appropriate staff to allow for simultaneous multi-building area coordination. As a result of the coordination process, piping may be orientated in a way that will require additional pipe lengths, elbows, fittings, and low points requiring drainage. This work is to be included in the base contract. No extras will be entertained due to coordination.
  18. Special attention shall be taken by this Trade Contractor for review of RCP drawings. There are many instances of required layouts, layouts allowing concealed conditions, layout through access panels within decking.
  19. Provide submittals for any materials on or penetrating the roof within 2 week of notice of intent.
  20. Protect standpipes and valve boxes until building has been turned over to the owner. Remove protection at the direction of the CM.
  21. Complete new flow test as soon as feasible to confirm excepted available flow and pressure calculated for the Highland St Water Main Upgrade Project. Test shall be completed in coordination with the CM, the engineer of record, the Worcester Fire Department, and the Worcester Water Department.
  22. Take note of building access and make provisions to ensure that equipment will fit through permanent doorways and or structure. Any work required to create openings or removal of doors/windows or walls in areas where equipment will not fit through existing openings shall be paid for by this trade contractor.
  23. Coordinate all service shut downs with the CM and OPM well in advance of required shutdown. Temporary by-passes or other means may be required to keep live services active to the existing schools. Night or weekend shutdowns and tie-ins are to be expected to limit the impact on school activities and costs of such included premium time are part of the base bid.
  24. Provide phased testing to accommodate the schedule.
  25. One classroom will be designated as a mock up classroom. Material for this room shall be delivered and installed ahead of and out of sequence with the remainder of the building. No work shall commence on site until the mockup classroom is approved.
  26. Custom colors are included as specified. Full range of color samples must be submitted within 8 weeks of award.
  27. Systems shall be installed so that they may be tested in different areas separately.
  28. Work with Site Contractor to mitigate staining of site surfaces from washouts and draining during install and testing. Provide hoses and accessories to assure this.
  29. Locations for slab, beam, and foundation penetrations were determined during design/pre-coordination. This contractor shall coordinate to the foundation and steel penetrations as provided. Any additional penetrations shall be coordinated by this contractor. All holes through slabs and walls shall be cored by this contractor after submission to the structural engineer for approval. All floor penetrations shall be coordinated in sufficient time to add reinforcing in the slab before concrete placement per typical structural details.
  30. Cut metal deck penetrations at framed openings in coordination with Fontaine-Dimeo

- schedule. All penetrations shall be protected and maintained by this contractor at the time the opening is created until the permanent material is in place and the opening is safe.
31. Access Doors and Panels:
    - a. The Fire Protection Trade Contractor shall furnish access doors and panels as required to allow access to fire protection valves, equipment and the like.
    - b. Access doors and panels shall be installed by the trade responsible for the material into which the access door and panel is to be installed (for example, drywall, masonry, tile, acoustical ceiling.
    - c. Access doors for MEP's shall be furnished from a single source vendor in order for them to be keyed alike. Coordinate with all other MEP's subcontractors at the appropriate time.
    - d. Access panel coordination must be completed for Design Team review.
    - e. Access panels must be labeled on the inside of the panel with the location and name of the contractor requiring the access panel.

## II. Plumbing

1. Maintain as built drawings in the most recent version of AutoCAD, updated as built drawings shall be a prerequisite to monthly payment.
2. Plumbing systems installed under this subcontract shall continue to 10 feet beyond the building perimeter.
3. Plumbing subcontractor shall include all drilling, coring, sleeving, and link seals required for this scope of work.
4. Subcontractor shall provide firestopping at all penetrations through fire rated systems and acoustical sealant at all acoustical systems.
5. Furnish and install seismic bracing as required by codes and shown on drawings, whichever is more stringent.
6. Provide detailed drawing showing all locations that require in wall blocking prior to the start of interior framing.
7. Subcontractor shall complete all commissioning and start up procedures in accordance with the specifications and as directed by the project team.
8. Plumbing contractor shall arrange for all inspections and tests, including line tests, as required by applicable codes and engineers. Plumbing subcontractor shall notify Fontaine-Dimeo in advance of any such test and shall provide written documentation of all tests performed.
9. Provide submittals for any materials on or penetrating the roof within 2 weeks of notice of intent. Provide roof drains and rain leaders asap to coordinate with roof install. Building shall be kept dry. Provide temporary piping to the exterior of the building to divert water out of the building until the site utilities are ready to receive water.
10. Pressure test all lines. All testing shall be witnessed by Fontaine-Dimeo and inspector. Provide written documentation of each test performed.
11. Protect floor drains and clean outs until building has been turned over to the owner. ALL damage to floor drains will be repaired by and at the cost of the plumbing subcontractor regardless of the cause. Remove and clean protection at the completion of the project and clean covers to look like new. Replace covers as necessary. Turn over a floor cleanout wrench to owner for their use at the end of the project.
12. Provide protection of rain leaders after installation and prior to installation of spray fire proofing. Remove and dispose of protection after spray fireproofing is complete to make ready for insulation.
13. When locations of cleanout access panels are not noted on the drawings, they shall be placed in an inconspicuous location, away from main corridors, tiled walls, curved walls, and as approved by the design team. Drawings for all access panels shall be provided for approval. If drawings are not submitted prior to installation of items requiring access, relocation shall be the responsibility of this contractor. All cleanouts shall be coordinated with the floor finish.

14. Temporary Services:
  - a. Provide temporary roof drain piping from drains to exterior of the building throughout the project until such time as the permanent piping is installed. Relocate and subsequently remove temporary piping as required and coordinated with the CM.
  - b. The temporary water service will originate at the fire hydrant behind the existing school gym. The plumbing contractor shall coordinate with the city to obtain a city provided water meter and backflow. The Plumbing Contractor shall provide, maintain, relocate for logistic and phasing; piping and fittings for (6) six, 5/8" hose connections off this service for trades to hook up to. Plumbing contractor shall remove at CM direction. Hookup and remove water meter assembly daily and store in a heated location.
  - c. Temporary Water – Install all necessary temporary water systems consisting of a connection to the buildings water service and a distribution system that provides for one hose bib connection at a central location on each floor of the project (6 locations with the building). The Plumbing Trade Contractor shall:
    - i. Maintain this system for the duration of the project.
    - ii. Disconnect, dismantle, remove and dispose of the system when no longer required for temporary water (at discretion of Construction Manager).
  - d. Plumbing contractor shall provide, maintain, and relocate for logistics and phasing, temporary hand wash basins at (6) Six Locations. These are to be tied into water source and waste. These are to have a separate hose connection as each location. These locations are to be coordinated with the CM as the work progresses. Plumbing contractor shall remove at CM direction.
  - e. Provide additional valves on the plumbing systems to allow each area to filled, tested, and run independently. Each building area should have the ability to be isolated and drained without the need to shut down the entire building.
  - f. Plumbing contractor shall provide a minimum of 30' of temporary heat piping per heater for 6 liquid propane heaters for the 2022-2023 heating season and the 2023-2024 heating season. Include sleeves and sweeps to run piping underground from the storage tank to the heater. Install, maintain, and remove piping at the direction of the CM.
15. Furnish and install plumbing utility connections to food service equipment, including but not limited to LP, gas, sanitary waste, and venting. Provide manpower to assist/work with Fontaine-Dimeo and Food Service equipment vendors and manufacturer's representatives to start up and commission all kitchen equipment as well as commission life safety systems.
16. Locations for slab, beam, and foundation penetrations were determined during design/pre-coordination prior. This contractor shall coordinate to the penetrations/steel as provided. Any foundation penetrations designated for this contractor, but not used by this contractor, shall be patched and sealed by this contractor. All floor penetrations shall be coordinated in sufficient time to place reinforcing in the slab where penetrations meet the requirements of the typical structural detail. All openings that require a steel frame support shall be coordinated to minimize the number of steel frames installed from below. Review bid schedule for steel erection timeline.
17. This contractor shall coordinate and core penetration for irrigation lines leaving the building.
18. All bidders are directed to review all disciplines of the bid documents prior to submitting a price. The drawings and specifications are complimentary, and bidders' prices shall reflect all plumbing work not explicitly included in another scope of work, regardless of where it is shown on the documents.
19. Cut metal deck penetrations at framed openings in coordination with Fontaine-Dimeo schedule. All penetrations shall be protected and maintained by this contractor at the time the opening is created until the permanent material is in place and the opening is safe.
20. MEP Coordination utilizing 3D Modeling (BIM):
  - a. Provide 3D coordination models and related responsibilities. See Section Construction Manager Supplemental Conditions 00 73 00a for additional information.
  - b. Provide appropriate BIM expertise and resources to meet the MEP Coordination Requirements defined in Construction Manager Project Schedule 00 73 00e.

- c. Both sections of the building will be modeled for MEP coordination at the same time. This contractor shall carry and make available the appropriate staff to allow for simultaneous multi-building area coordination. As a result of the coordination process, piping may be orientated in a way that will require additional pipe lengths, elbows, fittings, and low points requiring drainage. This work is to be included in the base contract. No extras will be entertained due to coordination.
21. Plumbing Trade Contractor shall be responsible to be present during all slab on grade concrete placements to ensure underground rough-in piping does not move during the concrete pours. Contractor will be solely responsible for the final location of all plumbing rough-ins.
22. Special attention shall be taken by this Trade Contractor for review of RCP drawings. There are many instances of required layouts, layouts allowing concealed conditions, layout through access panels within decking.
23. Access Doors and Panels:
  - a. The Plumbing Trade Contractor shall furnish access doors and panels as required to allow access to plumbing valves, equipment and the like.
  - b. Access doors and panels shall be installed by the trade responsible for the material into which the access door and panel is to be installed (for example, drywall, masonry, tile, acoustical ceiling)
  - c. Access doors for MEP's shall be furnished from a single source vendor in order for them to be keyed alike. Coordinate with all other MEP's subcontractors at the appropriate time.
  - d. Access panel ceiling coordination must be completed for Design Team review.
  - e. Access panels shall be labeled with the location and name of the contractor providing the panel.
24. Roof Drains shall be connected immediately (in coordination with the roofing trade bidder). Should the roofing trade bidder complete their drain work prior to the actual connection of the roof drains, the Plumbing Trade Bidder shall pump the roof water to a location selected by the CM. Rain garden 3 will not be hooked up to the drainage system until area outside of rain garden 3 is no longer needed for MEPFP crane pads. Temporary pipe rain leaders to rain garden 2 or as coordinated with the CM.
25. Plumbing Contractor shall expedite submittals relating to below grade materials and roof drain system.
26. Special Attention is directed to Metering. The Plumbing Trade Contractor shall furnish and install all required metering, cabling, programming, etc. for a complete monitored system. This Trade Contractor shall lead the coordination of this work and execution of the complete system.
27. The contractor has overall responsibility for and shall provide and furnish all materials, equipment, and tools required for functional testing of gas monitoring and detection systems under their scope. This includes furnishing calibrated gas test rigs if required.
28. Contractor is responsible for responding & resolving commissioning punchlist items within two weeks of issue. If contractor does not fulfill this responsibility, contractor shall be subject to fine of \$75/day/item.
29. Contractor is responsible for responding & resolving Engineer punchlist items within two weeks of issue. If contractor does not fulfill this responsibility, contractor shall be subject to fine of \$75/day/item.
30. Furnish and install a complete storm drainage system from within the building to 10 feet outside of the building with all incidentals necessary for a complete operational system. The system shall include all roof drains, emergency overflow terminations, piping, traps, flanges, seals, cleanouts, structural support (hangers), insulation, backwater valves, and other such standard accessories as necessary for a complete approved system.
31. Make safe existing building plumbing systems prior to demolition.
32. Take note of building access and make provisions to ensure that equipment will fit through permanent doorways and or structure. Any work required to create openings or removal of doors/windows or walls in areas where equipment will not fit through existing openings shall be paid for by this trade contractor.

33. Coordinate all service shut downs with the CM and OPM well in advance of required shutdown. Temporary by-passes or other means may be required to keep live services active to the existing schools. Night or weekend shutdowns and tie-ins are to be expected to limit the impact on school activities and costs of such included premium time are part of the base bid.
34. Furnish, and install piping within exterior grease interceptor. Coordinate with structure provided by site contractor. All coring required shall be by this contractor. Piping shall meet City of Worcester Standards.
35. Provide a complete heat trace system where indicated on the drawings/specifications. Coordinate power requirements for heat trace with the electrical contractor.
36. Systems shall be installed so that they may be tested in different areas separately.
37. Locations for slab, beam, and foundation penetrations were determined during design/pre-coordination. This contractor shall coordinate to the penetrations/steel as provided.
38. Submit documentation that indicates all trap priming devices have been verified, tested, powered, and are operating satisfactorily. Notify Fontaine Dimeo once initial testing is complete and engage Fontaine-Dimeo to witness final testing.

## JJ. HVAC

1. Maintain as built drawings in the most recent version of AutoCAD, updated as built drawings shall be a prerequisite to monthly payment.
2. Furnish and install seismic bracing as required by codes and shown on drawings, whichever is more stringent.
3. Provide submittals for roof top units, air handlers, and other roof top units within 2 weeks of notice of intent. Provide resubmittals on this material within 1 week of returned submittal.
4. Mechanical equipment shall be procured as quickly as possible, and shall be stored off site if necessary, until required for installation.
5. Provide detailed drawing with sizing and locations all roof and floor penetrations within 2 weeks of notice of intent.
6. Provide Shop drawings with fire dampers flagged and showing locations of duct smoke detectors for coordination with electrical requirements.
7. Comply with IAQ Management Plan, protection of ductwork, and all other **LEED** requirements.
8. Provide for full building flushout per **LEED** requirements including filter change and documentation.
9. Include construction filters and media protection for use of mechanical system during construction including filter/media changes as required.
10. Subcontractor shall provide coring/drilling/sleeving and link seals for any work associated with HVAC scope.
11. Subcontractor shall complete all commissioning and start up procedures in accordance with the specifications and as directed by the project team.
12. Furnish access panels required to access work of HVAC subcontractor, install by installer within whose finish surface they rest.
13. Subcontractor shall provide firestopping at all penetrations through fire rated systems and acoustical sealant at all acoustical systems.
14. Furnish and install all louvers on the project, including louvers connected to HVAC equipment, architectural louvers, elevator louvers, etc.
15. Provide all hoisting, staging, lifts, rigging, etc. required to complete this scope of work, including crane for setting of mechanical curbs and units on roof.
16. All bidders are directed to review all disciplines of the bid documents prior to submitting a price. The drawings and specifications are complimentary and bidders' prices shall reflect all HVAC work not explicitly included in another scope of work, regardless of where it is shown on the documents.
17. HVAC subcontractor shall ensure that HVAC system is fully operational prior to installation of millwork and casework as dictated by project schedule. HVAC subcontractor shall

- include provisions necessary to operate system during construction and deliver a fully operational and cleaned out system for occupancy including necessary filter changes etc. In the event that HVAC subcontractor fails to provide a fully operational system prior to installation of millwork and casework, HVAC subcontractor shall provide dehumidification, humidification, and temperature control to ensure that building environment meets standards within those specs.
18. It is anticipated that activation, testing and balancing of the building heating/cooling system will be critical to the completion and acceptance of the project and, therefore, activation of the permanent system will be scheduled for the earliest possible time.
  19. Cut metal deck penetrations at framed openings in coordination with Fontaine-Dimeo schedule. All penetrations shall be protected and maintained by this contractor at the time the opening is created until the permanent material is in place and the opening is safe.
  20. Provide all wall and floor flange's to close up openings of material that penetrates walls and floors.
  21. It is anticipated that there will be 6 temporary heaters installed for the 2022-2023 heating system. This contractor shall provide 50 feet of ductwork from each unit into the building as coordinated with the CM. Include all means necessary to support ductwork. This contractor shall install local carbon monoxide detectors at each floor in each area (minimum of 6 per floor). This contractor shall record daily CO levels at each detector prior to the start of work on site and submit log weekly. There should be a CO alarm in every area and this contractor shall address any deficiencies. Remove temporary ductwork at the completion of the 2022-2023 heating season at the direction of the CM.
  22. Temporary Use of Building System: It is anticipated that the permanent building system will be utilized to provide "temporary heat" during the major portion of construction operations during the 2023-2024 heating season. The HVAC Contractor shall have systems ready to run with temporary controls as needed for November 1, 2023. Provide additional valves on the systems to allow each area to filled, tested, and run independently. HVAC Contractor shall provide (4) sets of additional permanent filters for each unit to be used during construction and CX. Provide temporary filter media as may be required on each unit supply and return to protect the units/ductwork and change out as many times as may be needed to protect them. Provide inspection daily and change out the temporary filters as needed. Keep a log of the inspections and filter changes. These filters are in addition to those specified. The HVAC Contractor shall clean each unit inside and out prior to turn over. The HVAC Contractor shall provide extended manufacturers warranties for the units to cover the period used for temporary use.
    - a. Boiler system requires startup to be scheduled, regardless firing capacity. Multiple mobilizations of the manufacturer's representative will be required to accommodate this work.
    - b. ATC shall have control of devices in order to maintain temperature control of spaces.
    - c. Boiler will require temporary monitoring with alarm notifications in event of equipment failure.
  23. In addition to the permanent system, 6 temporary heaters will be provided during the 2023-2024 heating season. This contractor shall provide valves, ductwork, and piping to each unit as coordinated with the CM. Include all means necessary to support ductwork and piping. This contractor shall install local carbon monoxide detectors at each floor in each area (minimum of 6 per floor). This contractor shall record daily CO levels at each detector prior to the start of work on site and submit log weekly. There should be a CO alarm in every area and this contractor shall address any deficiencies. Remove temporary piping and ductwork and cap valves at the completion of the 2023-2024 heating season at the direction of the CM.
  24. Deliver roof top equipment over multiple mobilizations as required by schedule and as coordinated with the CM.
  25. Provide signage on all units to meet Worcester Fire Department Standards.
  26. Provide custom color for all units as noted in specifications.
  27. Use low profile screws at all areas scheduled to receive tile.
  28. MEP Coordination utilizing 3D Modeling (BIM):

- a. Provide 3D coordination models and related responsibilities. See Section Construction Manager Supplemental Conditions 00 73 00a for additional information.
  - b. Provide appropriate BIM expertise and resources to meet the MEP Coordination Requirements defined in Construction Manager Project Schedule 00 73 00e.
  - c. Both sections of the building will be modeled for MEP coordination at the same time. This contractor shall carry and make available the appropriate staff to allow for simultaneous multi-building area coordination. As a result of the coordination process, piping may be orientated in a way that will require additional pipe lengths, elbows, fittings, and low points requiring drainage. This work is to be included in the base contract. No extras will be entertained due to coordination.
29. Access Doors and Panels:
- a. The Mechanical Trade Contractor shall furnish access doors and panels as required to allow access to mechanical valves, dampers, equipment and the like.
  - b. Access doors and panels shall be installed by the trade responsible for the material into which the access door and panel is to be installed (for example, drywall, masonry, tile, acoustical ceiling)
  - c. Access doors for MEP's shall be furnished from a single source vendor in order for them to be keyed alike. Coordinate with all other MEP's subcontractors at the appropriate time.
  - d. Access panel ceiling coordination must be completed for Design Team review.
  - e. Access panels shall be labeled with the location and name of the contractor providing the panel.
30. Special attention shall be taken by this Trade Contractor for review of RCP drawings. There are many instances of required layouts, layouts allowing concealed conditions, layout through access panels within decking.
31. Special Attention is directed to Metering. The HVAC Trade Contractor shall furnish and install all required metering, cabling, programing, etc. for a complete monitored system. This Trade Contractor shall lead the coordination of this work and execution of the complete system.
32. Louvers and Grills shall be furnished and installed by the HVAC Trade Contractor, unless specifically identified by others
33. All roof top mounted mechanical units shall be placed in coordination with steel installed under the early work packages. Units shall be shifted as necessary to minimize re-work and/or addition of support steel.
34. The contractor has overall responsibility for and shall provide and furnish all materials, equipment, and tools required for functional testing of gas monitoring and detection systems under their scope. This includes furnishing calibrated gas test rigs if required.
35. Mech/ATC is responsible for providing temporary remote monitoring for HVAC systems that are required to operate during the course of construction, if the building network is not yet available. This includes coordinating with the electrical contractor to provide temporary power as necessary.
36. Contractor is responsible for responding & resolving commissioning punchlist items within two weeks of issue. If contractor does not fulfill this responsibility, contractor shall be subject to fine of \$75/day/item.
37. Contractor is responsible for responding & resolving Engineer punchlist items within two weeks of issue. If contractor does not fulfill this responsibility, contractor shall be subject to fine of \$75/day/item.
38. Locations for slab, beam, and foundation penetrations were determined during design/pre-coordination prior. This contractor shall coordinate to the penetrations/steel as provided. Any foundation penetrations designated for this contractor, but not used by this contractor, shall be patched and sealed by this contractor. All floor penetrations shall be coordinated in sufficient time to place reinforcing in the slab where penetrations meet the requirements of the typical structural detail. All openings that require a steel frame support shall be coordinated to minimize the number of steel frames installed from below. Review bid schedule for steel erection timeline.
39. Trade contractor shall arrange for all inspections and tests, including line tests, as required

- by applicable codes and engineers. Trade contractor shall notify Fontaine Bros. in advance of any such test and shall provide written documentation of all tests performed.
40. Pressure test all lines and ducts as required by code and/or specifications. All testing shall be witnessed by Fontaine-Dimeo, OPM, Commissioning Agent, and inspector. Provide written documentation of each test performed.
  41. Note requirements in specifications for custom colors. Color charts shall be submitted within 4 weeks of award.
  42. Coordinate roof curbs with CM and roofing contractor including access to curbs.
  43. One classroom will be designated as a mock up classroom. Material for this room shall be delivered and installed ahead of and out of sequence with the remainder of the building. No work shall commence on site until the mockup classroom is approved.
  44. Systems shall be installed so that they may be tested in different areas separately.
  45. Furnish and install connections to food service equipment. Furnish, install and coordinate controls for equipment with plumbing, electrical, and kitchen contractors. Provide manpower to assist/work with Fontaine and Food Service vendors and manufacturers' representatives to start up and commission all equipment as well as commission life safety systems.

#### **KK. Electrical**

1. Maintain as-built drawings in the most recent version of AutoCAD, updated as built drawings shall be a prerequisite to monthly payment.
2. Furnish and install seismic bracing as required by codes and shown on drawings, whichever is more stringent.
3. Provide all submittals within four weeks of execution of subcontract. Long lead items shall be top priority for submission.
4. Subcontractor is responsible for furnishing all access panels required to access work of this subcontract. Access panels shall be installed by subcontractor within whose finished surface they rest.
5. Subcontractor shall provide temporary power:
  - a. The Electrical trade contractor shall be responsible for distribution of the temporary electric Service to all building and site areas in all phases. This contractor is required to review temporary equipment on site. Any equipment needed to provide sufficient power for building construction shall be the responsibility of this contractor.
  - b. Subcontractor shall provide temporary power within building footprint and at the perimeter of building footprint for all trades. Subcontractor shall provide power per OSHA standards within one week of notice of intent to award subcontract. Exterior quad boxes need to be weatherproof boxes and may not be mounted to the building. Subcontractor shall provide temporary power **by any means necessary, including providing generators and fuel**. Subcontractor shall replace generators and fuel with temporary power connection from utility as soon as possible.
  - c. Subcontractor to provide temporary power for the construction of the fields and outbuilding.
  - d. Subcontractor shall provide all pads, bollards, and other accessories required for temporary and permanent power provision. Subcontractor shall provide excavation, backfill, conduit, and concrete if necessary for encasement of temporary power.
  - e. Office trailers are currently running off generator. This contractor shall provide all means necessary to bring permanent power from the National Grid Transformer into the electrical shed and to the trailers currently connected to the generator within 1 weeks of notice of intent. This contractor shall maintain and relocate temporary power as necessary. It is understood that the temporary office facilities will be moved 3 times during the construction period, and that these relocations will be performed at no additional cost. Power provided to the office trailers/offices shall be sufficient to power everyday operations including operation of computers, copiers, printers, and heating equipment integral to trailers/offices. Extend and relocate internet cabling with each office move.

- f. Subcontractor shall provide temporary lighting and power systems within the building, at minimum, per OSHA requirements and shall meet the specification requirements below, whichever is more stringent. Subcontractor shall maintain system until directed to remove system by Fontaine-Dimeo and shall not remove temporary system until permanent systems are in place. Subcontractor shall include dismantling system safely and without further damage to installed finishes around system. Patch holes left by temp power and lighting system. Temp lighting shall be provided for concrete slab placement including light towers. Temp lighting and power system shall be removed in phases and all work necessary to remove temp systems shall be coordinated with the CM and completed in a sequence determined by the CM to accommodate work of other trades.
- g. Furnish, install, maintain and remove all temporary electric and temporary lighting including poles, stands, temporary units, panels, cabinets, weatherproof enclosures, signage, labels, GFCI outlets, etc. Provide and maintain temporary lighting lamps as required to provide adequate lighting double OSHA minimum standards. Provide all temporary power and lighting required to facilitate the construction process for 24 hour /day, 7 days a week use. All removal, maintenance, relocation, and disposal of all temporary electric once construction is complete is included. Further temporary lighting / power requirements are described below:
  - i. strictly adhered to NFPA 70E protocol.
  - ii. Perform weekly inspections of all systems. Submit reports to Fontaine-Dimeo weekly.
  - iii. Each component of the system must be labeled and identified (voltage, function, and source)
  - iv. Coordinate all shutdowns with F-D and the School a minimum of 2 weeks in advance. Include all overtime for these shutdowns. Compliance with Facilities shutdown notice, JHA's, utility outage checklists are required. All shutdowns to be conducted on off hours (non-standard shift).
- h. Additional Lighting Requirements:
  - i. Temporary lighting shall be The Philips SlimStyle 60W Equivalent Soft White (2700K) A19 Dimmable LED Light Bulb or equal. These are shatterproof bulbs.
  - ii. The electrical contractor shall coordinate installation of temporary lighting system with wall framing, ceiling elevation, door openings, etc. The electrical contractor shall maintain (replace bulbs, repair cords, re-hang cords, etc.) temporary lighting system throughout the project. Wherever possible, this contractor will utilize any concealed rough-in boxes and raceways which were cast into the concrete structure to minimize the number of temporary wiring & fixtures hanging from finishes.
  - iii. All temporary lighting and power shall be relocated as needed to maintain minimum requirements whenever MEP's, walls, and ceilings begin to be constructed. Temporary lighting to be relocated multiple times. Once the permanent power system is installed, include switching over the temporary power and lighting to the permanent service prior to removal of the temporary service. Provide replacement lamps equal to the hours of temporary use consumed from the time the permanent lights are powered on until the time of substantial completion. Temporary lighting shall be installed above and below obstacles such as ductwork and platforms as required to maintain the minimum light levels noted.
  - iv. The electrical contractor shall provide temporary lighting at all roofs to support roof work activities.
  - v. The electrical contractor shall furnish, deliver, and unload 20 wobble lights for F-D use. Lights to be 400 watt metal halide lights by Wobble light. Furnish and install two replacement lamps per light.
- i. All temporary floor mounted switchboards, transformers and panelboard must be placed on temporary wheels a minimum of 6" above the floor, and with enough slack

- to move around. The distribution panels and transformers within the building must be in self-contained free standing mobile enclosures.
- j. Provide locks on all panels.
  - k. The distribution shall be extended to all floors of the building.
  - l. The electrical contractor shall conduct a documented weekly inspection of the entire temporary electric system including power and lighting. The weekly inspection shall specifically identify the condition of every subsystem component. All components shall be labeled in accordance with NEC and OSHA, and breakers identified. Each device box should have an identification number, to enhance communication for repair.
  - m. The electrician shall provide temporary power stands that are self-supporting and tip proof. The temporary power stand locations shall be coordinated with wall framing.
  - n. Temporary GFCI protected outlets shall be placed so that no area of the building is more than 30 feet from an outlet. Each Dual quad to be on a separate 20-amp circuit. Ground fault outlets shall be tested, and test results recorded per OSHA standard.
  - o. All temporary power distribution system equipment shall be physically sized to be removed from project without having to remove door frames, walls, etc.
  - p. All temporary electrical services must be 100% maintained at all times, even with the installation of new electrical services, and until such time permanent services are installed, inspected, and accepted. The Electrical Trade Contractor is responsible for removal of all lighting, equipment, wiring, temporary wiring, etc, upon completion of building areas by floor as defined by the CM or turnover of areas of the work.
  - q. The changeover work from the temporary power and lighting systems to the permanent systems shall be done on off hours. Include the cost to execute this work off-hours.
  - r. This electrical sub-contractor will furnish and install four (4) 120v – 20amp weatherproof quad-outlets in EACH courtyard on the east side and (2) two on the west elevation of this building. (Qty of 6)
  - s. Provide a temporary power plan, and equipment needed, to bring power from temporary transformer provided by national grid to the building through the shed and distribute throughout the building. Visit the site and review current conditions prior to the bid and include all additional equipment necessary to provide sufficient power to the building.
  - t. Provide enough circuits per area to not trip breakers.
  - u. Provide enough outlets in each area for charging lifts and tools at the same time as work is ongoing.
  - v. Provide temporary power outlets that are accessible on roof. At a minimum, 1 quad per each classroom pod and 2 quads each at Gym, Cafeteria, and Auditorium roof areas. Feeds for outlets on the roof must not penetrate the roof membrane and shall be coordinated with the CM.
  - w. Provide and maintain temporary flood lighting around the outside perimeter. Relocate as required due to phasing and logistics. Remove at CM direction.
  - x. Coordinate below grade conduits not shown on plan to be installed below crushed stone layer to avoid charges for excavation and backfill. Any conduits that are proposed to be run through the foundation wall on “N” Line must be approved by the structural Engineer. Provisions have been made for PVC sleeves for conduits at locations noted on foundation penetration drawings. Any sleeve designated for, but not used by, this contractor shall be patched and waterproofed by this contractor. Any additional foundation penetrations required for this scope of work shall be core drilled by this contractor with approval from the structural engineer.
  - y. The following additional items are also to be provided by the Electrical Trade Contractor for power for other trades:
    - i. Humidity control units, Small temporary units (16ea) 120-volt, 20 amp.
    - ii. Temporary heaters (30 ea units throughout building) 120-volt, 20 amp
    - iii. Point of use temporary water heaters (6 ea.) 120-volt, 20 amp
    - iv. Mason’s mixer (4 ea.) 120-volt, 20 amp

- v. Electric winches (6 ea.) 220-volt, 30 amp
  - vi. Ladder hoists (2) 220-volt, 30 amp
  - vii. Welders (4 ea.) 220-volt, 200 amp
  - viii. Elevators, (2 ea.) 480-volt, 100-amp 3 phase.
  - ix. Concrete cutting machines (2 ea) 480-volt 50 amp
  - x. Fire proofing pump / mixers, (3 ea, relocated 4 times) 240-volt 30 amp
  - xi. Electric unit heaters (10 ea) 30KW heaters, 480-volt 3 phase, 36 amp.  
Furnished and installed by electrician. Provide model 1ST-1024803 by 1st Cooling Inc. or equal.
  - xii. Light, switch, and GFCI outlet for (4) four temp bathrooms
  - xiii. Temporary power for heating, cooling, etc. and lighting for Dimeo Field Offices. 200 AMP feeder, emergency lighting, and exit lights.
  - xiv. Floor prep/scarification machine (4 ea, relocated 6 times) 480-volt, 30 amp
  - xv. Wood flooring sanders (4 ea) 220, Volt 30 amp
  - xvi. Tile cutter saws (4 ea) 220-volt, 30-amp
6. Subcontractor shall provide labor, material, and connections to provide power to all systems requiring power shown on plans, even if wiring is not specifically shown on the electrical plans.
  7. Subcontractor shall furnish and install low voltage wiring as required for window shades, gymnasium equipment, curtains and rigging, food service equipment, overhead doors, sensors, and controls, and similar equipment furnished and installed by others that requires low voltage wiring to and from controls or at other connection points.
  8. Furnish and install site electrical, including, but not limited to feeders, conduit, supports, hand holds, and equipment. Excavation and backfill by others. Coordinate with sitework subcontractor.
  9. Subcontractor responsible for all precast and prefabricated equipment pads & bases related to Electrical work.
  10. Schedule testing and inspections expeditiously and in advance of required contract dates. Coordinate with Fontaine-Dimeo field personnel.
  11. Provide coring/drilling/sleeving and link seals at penetrations required for electrical work.
  12. Subcontractor shall provide firestopping at all penetrations through fire rated systems and acoustical sealant at all acoustical systems.
  13. Subcontractor shall complete all commissioning and start up procedures in accordance with the specifications and as directed by the project team. All systems and equipment installed under this scope of work shall be started and tested by this contractor. Coordinate with City of Worcester IT, through Fontaine-Dimeo and the OPM, for access to the City of Worcester Network in sufficient time to have systems running, tested, and functioning per Worcester Public School requirements ahead of substantial completion.
  14. Provide coring/sleeving for any work penetrating foundation walls and slabs after installation of foundation walls and slabs. All locations shall be submitted and confirmed by the structural engineer prior to cutting. All hole covers shall be secured in place and maintained by this contractor.
  15. Cut metal deck penetrations at framed openings in coordination with Fontaine-Dimeo schedule. All penetrations shall be protected and maintained by this contractor at the time the opening is created until the permanent material is in place and the opening is safe.
  16. Continuously maintain all conduit penetrations into finished spaces so that there is no water infiltration into the building. All penetrations must be sealed at all stages of construction.
  17. In addition to item listed above under item 5-y, subcontractor shall include in their bid provision of labor, material, and equipment necessary to make special connections for equipment requiring special power such as fire proofing equipment (pumps and sprayers), floor grinding machines, masonry saws, dehumidifiers, fans, etc. Equipment connections will need to be relocated as required. Trades are to provide braided/restrained pigtails for electrician to tie into panels and disconnect when completed. Electrical Contractor shall relocate these connection points as required. For example, relocate connections of equipment to complete all areas of epoxy flooring throughout the building.
  18. Provide labor, equipment, and material necessary for connection and operation of temporary

- heating systems during winter of 2022-2023. Assume 6 temporary heaters for the 2022-2023 heating season including running power from the unit to interior thermostat. Units are anticipated to require 480 volts, 60Hz, 30 amps, 3 phase connection. Location will be at the direction of the CM, located a minimum of 25' from the building. Remove and dispose of materials when directed by Fontaine-Dimeo.
19. For the 2023-2024 heating season, the intention is to run selected permanent mechanical units on permanent power. In addition, include running power to be 6 temporary heaters located through the building and/or outside the building. Units are anticipated to require 230 volts, 1 phase, 15 amp connection. Location will be at the direction of the CM. Remove at the direction of the CM. If permanent power is not established by 2023-2024 heating season, temp power feeds will be required to the permanent mechanical units and to ATC equipment for heating operations.
  20. All bidders are directed to review all disciplines of the bid documents prior to submitting a price. The drawings and specifications are complimentary and bidders' prices shall reflect all Electrical work not explicitly included in another scope of work, regardless of where it is shown on the documents.
  21. Poke Thru Devices, floor boxes, and other through floor assemblies shall be furnished and install by the Electrical Trade Contractor, including all necessary coring, floor repair, patching, grouting, fires stopping, etc. for a complete installation. Poke throughs will be installed out of sequence with all other work as flooring is placed, not in one mobilization. Work in tandem/coordination with flooring contractor. All through floor devices must be coordinated in sufficient time to place additional reinforcing in the slab. Refer to structural drawings for limits on penetrations through concrete slab on deck.
  22. Use low profile screws at all areas scheduled to receive tile.
  23. Include commissioning and testing. Work with the commissioning agent and provide access to commission and startup all equipment.
  24. MEP Coordination utilizing 3D Modeling (BIM):
    - a. Provide 3D coordination models and related responsibilities. See Section Construction Manager Supplemental Conditions 00 73 00a for additional information.
    - b. Provide appropriate BIM expertise and resources to meet the MEP Coordination Requirements defined in Construction Manager Project Schedule 00 73 00b.
    - c. Both sections of the building will be modeled for MEP coordination at the same time. This contractor shall carry and make available the appropriate staff to allow for simultaneous multi-building area coordination. As a result of the coordination process, piping may be orientated in a way that will require additional pipe lengths, elbows, fittings, and low points requiring drainage. This work is to be included in the base contract. No extras will be entertained due to coordination.
  25. Access Doors and Panels:
    - a. The Electrical Trade Contractor shall furnish access doors and panels as required to allow access electrical systems.
    - b. Access doors and panels shall be installed by the trade responsible for the material into which the access door and panel is to be installed (for example, drywall, masonry, tile, acoustical ceiling)
    - c. Access doors for MEP's shall be furnished from a single source vendor in order for them to be keyed alike. Coordinate with all other MEP's subcontractors at the appropriate time.
    - d. Access panel ceiling coordination must be completed for Design Team review.
    - e. Access panels shall be labeled with the location and name of the contractor providing the panel prior to turn over to installing subcontractor.
  26. Special attention shall be taken by this Trade Contractor for review of RCP drawings. There are many instances of required layouts, layouts allowing concealed conditions, layout through access panels within decking. Coordinate and bring to the CM/Design Team's notice any areas where reflected ceiling plans differ in layout or conflicts.
  27. Provide energized permanent light fixtures for final painting.
  28. Special Attention for items within Specification Divisions 8, 10, 11 and 12 for Power requirements. Regardless of whether or not such power requirements are shown, they shall be furnished and installed by the Electrical Trade Contractor.

29. Underslab Excavation Responsibilities: Excavation and backfilling for underslab electrical will be provided by others only for underground electrical work shown on the electrical underground conduit drawings. The Electrical Trade Contractor shall be responsible for excavation and backfill work for all underslab or underground electrical work not shown or explicitly depicted as underslab or underground work on the electrical drawings. Penetrations for underground electrical conduit through N line are located underground south of N line and approximately 14' above finished slab north of N line. It is the responsibility of this contractor to route conduit after the N line penetrations.
30. The contractor has overall responsibility for and shall provide and furnish all materials, equipment, and tools required for functional testing of gas monitoring and detection systems under their scope. This includes furnishing calibrated gas test rigs if required.
31. The Electrical contractor is responsible for hiring a licensed plumber to complete any required piping connections for the generator, fuel polisher, etc.
32. Contractor is responsible for responding & resolving commissioning punchlist items within two weeks of issue. If contractor does not fulfill this responsibility, contractor shall be subject to fine of \$75/day/item.
33. Contractor is responsible for responding & resolving Engineer punchlist items within two weeks of issue. If contractor does not fulfill this responsibility, contractor shall be subject to fine of \$75/day/item.
34. Electrical contractor shall provide temporary WiFi in the building for use by construction foreman pulled from the Spectrum service in the electrical shed near Highland Street. At a minimum, provide 23 wireless access points installed throughout all floors of corridors throughout the building, the main electrical room, main mechanical room, and the IT rooms. Cable shall be brightly colored (pink or orange) so as to be easily identifiable by all contractors. Install network switches, wiring, and WAPs as necessary for a working system. Remove at CM direction.
35. After inspection of the fire alarm by the Worcester Fire Department, include 6 additional visits and fire alarm system reprogramming to meet the requirements of the AHJ.
36. Locations for slab, beam, and foundation penetrations were determined during design/pre-coordination. This contractor shall coordinate to the penetrations/steel as provided. If any penetrations designed for electrical are not used by the electrical contractor, patch and seal penetrations. Any additional penetrations required shall be cored by this contractor after approval by the structural engineer.
37. Provide submittals for any materials on or penetrating the roof and underground materials within 2 week of notice of intent.
38. Note requirements in specifications for custom colors. Color charts shall be submitted within 4 weeks of award.
39. This contractor shall coordinate new utility poles, installation of new transformers, and power connections with National Grid. Coordinate from the street to the connections and turn on of the Transformers.
40. Coordinate and provide all electrical work shown on the food service drawings. Coordinate tie in from Ansul/BMS system to fire alarm.
41. Provide a full tank of fuel for the generator to accommodate testing. Upon completion of testing, refill generator tank to full.
42. One classroom will be designated as a mock up classroom. Material for this room shall be delivered and installed ahead of and out of sequence with the remainder of the building. No work shall commence on site until the mockup classroom is approved.
43. Systems shall be installed so that they may be tested in different areas separately.
44. Three electrical vaults were furnished and installed during the early site work in the east access road. Vaults do not have any penetrations. All penetrations shall be cored and sealed by this contractor.
45. Foundation grounding wire was installed and bonded to the reinforcing steel, and is coiled for connection under this scope.

#### **MM. Turf Fields**

1. Inspect subgrade to ensure grading meets specifications of turf manufacturer.
2. Review and approve base material.

**LL. Landscape**

1. Furnish and install precast site benches including sonotube foundations, precast concrete, bench brackets and tops, and precast steps.
2. Furnish and install irrigation system which meets the intent shown on contract drawings. Design irrigation system and provide all material and labor necessary for a complete irrigation system with full coverage of irrigated areas regardless of quantity of heads, joints, sleeves, length of piping, etc.
3. Provide all trenching required to complete work of this bid package.
4. Site contractor shall provide rough grading of loam. This contractor shall fine grade.
5. This contractor shall excavate for all plantings.
6. Provide as-built drawings, as hard copies and in CAD format, to match owner's requirements.
7. Provide quick disconnects and associated piping and accessories at the turf field.
8. Complete seasonal shutdown and startup as noted in specifications. Shutdown and startup must be coordinated with the Owner.
9. Furnish and install all steel and plastic edging.

END OF SECTION

# Doherty Memorial High School VDC Implementation Plan

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## General Requirements

The primary objective of the VDC Implementation Plan is to facilitate the creation of a 3-dimensional model that enhances collaboration between all project teams for design visualization and comprehension, cost estimating, trade coordination, off-site fabrication, and constructability review. The culmination of this process will yield an as-built model of the project to support an integrated facility life cycle process.

The primary goals of this process include, but are not limited to:

1. Maximize efficiencies in the construction process.
2. Effectively coordinate building trades.
3. Proactively identify design coordination issues to mitigate issues in the field.
4. Visualize the project to facilitate effective decision making and greater understanding for all stakeholders.
5. Increase productivity to enhance the projects schedule.
6. Encourage pre-fabrication of building systems to enhance the projects schedule.
7. Minimize the number of RFIs and change orders.
8. Deliver a virtual as-built model to the owner for use during operations and maintenance.

This VDC Implementation Plan contains all Virtual Design and Construction (VDC) Standards & Specifications pertaining to the Doherty Memorial High School. This document does not relieve trade contractors from any contractual requirements including the submission of shop drawings and coordinating work with other trades. Furthermore, this document does not diminish the standards and requirements set forth in Division 21, Division 22, Division 23 or Division 26.

The following trade contractors are required to participate in the Virtual Design and Construction process and shall adhere to all requirements set forth in this document and the associated appendices.

1. Cast-In-Place Concrete Contractor (03 30 00)
2. Architectural Precast Concrete Contractor (03 33 00)
3. Structural Steel Contractor (05 12 00)
4. Cold-Formed Metal Framing Contractor (05 40 00)
5. Miscellaneous Metal Contractor (05 50 10)
6. Curtain Wall System Contractor (08 44 13)
7. Fire Suppression Contractor (Division 21)
8. Plumbing Contractor (Division 22)
9. Heating Ventilation and Air Conditioning Contractor (Division 23)
10. Integrated Automation Contractor (Division 25)
11. Electrical Contractor (Division 26)
12. Communications Contractor (Division 27)
13. Electronic Safety and Security Contractor (Division 28)
14. Site Work Contractor (Division 31, 32, 33)
15. Theatrical Equipment Contractor (11 06 10)
16. Gymnasium Equipment Contractor (11 66 23)
17. Food Service Equipment Contractor (11 40 00)
18. Laboratory Equipment and Laboratory Fume Hood Contractor (11 53 00 & 11 53 13)

During the preconstruction phase of this project, Fontaine Bros. precoordinated the underslab MEP/FP systems and site utilities in an effort to proactively address constructability issues and ultimately define foundation penetrations. Fontaine Bros. expects that each trade contractor participating in the underground coordination process confirm and utilize the dedicated pre-defined foundation penetrations in an effort to maximize efficiencies and minimize foundation wall coring.

The foundation penetration layouts are being provided by Fontaine Bros. for convenience and should not be construed as fixed or formal direction. Fontaine Bros. expects that each trade contractor undertake their own internal coordination process to confirm that the penetrations provided are adequately sized and located based upon their specific system's routing and spatial constraints. Any coring that may be required will be at the design team's discretion and at the trade contractor's expense.

*All trade contractors participating in the Virtual Design and Construction process shall carry a fixed value of \$3,000.00 to cover all charges incurred by their one (1) temporary "Revizto" Collobration Platform license. Trade contractors may request to obtain additional temporary licenses through Fontaine Bros. at a cost of \$3,000.00 per license. All "Revizto" licenses purchased by Fontaine Bros. are owned by Fontaine Bros. for the duration of the project. All trade contractors will be invoiced for their respective temporary "Revizto" licenses at the beginning of the project.*

## Coordination Team

1. Each trade contractor listed under the "General Requirements" section of this document is required to contribute modeling content and will assign a "BIM Lead" to the project.
2. If the trade contractor does not have the in-house capability to produce the required model/models, the trade contractor may utilize the service of an outside entity to provide this service.
3. The trade contractor shall, within five (5) business days of being identified as the apparent low bidder, provide to Fontaine Bros. the name, qualifications, and experience history of the proposed BIM Lead.
4. The BIM Lead shall have the experience on projects of similar size, scope, and complexity. Fontaine Bros. has the right to approve any proposed BIM Lead. If the BIM Lead is not approved by Fontaine Bros., then the trade contractor shall identify another firm acceptable to Fontaine Bros. without any change in cost.
5. The BIM Lead will be responsible for producing a model/models to represent the work of the trade contractor in accordance with the scope of work to be provided by Fontaine Bros. Additionally, the BIM Lead has several responsibilities. They include, but are not limited to:
  - a. Transferring modeling content from one party to another
  - b. Validating the level of detail and controls as defined for each project phase
  - c. Validating completeness and accuracy of modeling content during each phase
  - d. Combining or linking multiple models
  - e. Participating in design review and model coordination sessions
  - f. Communicating issues back to the internal and cross-company teams
  - g. Utilizing the Revizto Integrated Collaboration Platform as the primary means of documenting and tracking critical coordination issues
  - h. Keeping file naming accurate
  - i. Managing version control
  - j. Properly uploading models to the Procore Documents module
  - k. Attending all regularly scheduled coordination meetings
  - l. Resolving model conflicts during and outside of all coordination meetings
  - m. Updating their files per RFIs, ASIs and addenda in a timely manner

## Schedule and Scope

Each Trade Contractor will be responsible for producing a model/models to represent the work of the trade contractor in accordance with the scope of work to be provided by Fontaine Bros.

1. Trade contractor BIM Leads will be responsible for updating their models to the Procore Documents module a minimum of 24 hours prior to the coordination/clash meetings. If the meetings are conducted on a daily basis, uploads must occur by the end of the day for the next morning's coordination meeting. Files which are not submitted on time will be given lowest coordination priority.
2. The trade contractor BIM Leads are expected to submit timely coordination updates, in accordance with the BIM Coordination Schedule and the overall project schedule. Failure to meet the schedule requirements will result in corrective action by Fontaine Bros. Please refer to Appendix C for typical MEP coordination schedule workflow and logic.
3. Fontaine Bros. will manage the system file coordination process via Navisworks Manage 2021 and the Revizto Integrated Collaboration Platform.
4. Model uploads (submissions) shall occur via the Procore Documents module.
5. All trade contractors are expected to store and archive local copies of their respective system models
6. All trade contractors are expected to utilize the Revizto Integrated Collaboration Platform as the primary means of documenting and tracking critical coordination issues.
7. All BIM Leads shall provide models with a scope representing a level of detail greater than or equal to what is typically drawn on 2D plans at  $\frac{1}{4}"=1'-0"$  scale. Greater level of detail may be needed to include all the required model elements. Refer to sections "Required Model Elements" and "Trade Contractor Model Scope Overview."
8. All objects in models must be sized and located in a dimensionally accurate manner.
9. All objects shall incorporate all construction, installation, operational and maintenance clearances needed to install, operate, and maintain the building through its operational lifespan on a separate layer.
10. Work which does not appear in the trade contractors model may not proceed until the modeled and coordinated systems are completely installed. At that point "field coordinated" work may proceed. Any "field coordinated" work is assumed to be "at-risk" for rework, as directed by Fontaine Bros.
11. The trade contractor's BIM Lead will maintain any software, equipment and personnel necessary to fully participate in the coordination process. This includes license(s) of appropriate or required modeling software and the current versions of Autodesk Navisworks Manage and Revit 2021.
12. All building systems should be installed using tools that allow the model's accuracy to be executed in the field. Trade contractors will be responsible for attaining the model's accuracy to  $0'-0\frac{1}{4}"$  tolerance using tools such as total stations for field layout. Each trade contractor is responsible for supplying and maintaining such tools at their own expense.
13. Models must contain all required model elements. Refer to sections "Required Model Elements" and "Trade Contractor Model Scope Overview."
14. Once each specified area has been fully coordinated and clash free, shop drawings will be required to be submitted for approval by the Architect. Each Trade Contractor shall produce 2D shop drawings derived from their 3D models for approval in the traditional fashion as required by their contract. Shop drawings must be submitted in both PDF and CAD .dwg file formats.
15. Participating in the BIM coordination process does not relieve any trade contractor from the requirements of their contract including the submission of shop drawings and coordinating work with other trades.
16. Each trade contractor shall be responsible for providing models which have been properly coordinated (clash free) with respect to the building architecture, structure as well as other trade contractor's systems.

17. All trade contractors are expected to communicate throughout the coordination process to resolve as many system conflicts as possible prior to the BIM coordination meetings. The BIM coordination meetings shall be used to address critical coordination issues only.
18. BIM Coordination and clash detection sessions will be scheduled on an as-needed basis. Fontaine Bros. reserves the right to modify meeting frequency in an effort to support the projects schedule requirements.
19. All following changes shall be incorporated into the model within five (5) business days of notification:
  - a. RFIs (Requests for Information)
  - b. Bulletins
  - c. PRs (Proposal Requests)
  - d. CCAs (Construction Change Authorizations)
  - e. CCDs (Construction Change Directives)
  - f. ASIs (Architect's Supplemental Information)
  - g. Owner changes
  - h. Changes in the sequence of work
  - i. Field modifications
  - j. Shop drawing review comments
  - k. Multiple coordination meeting review comments
  - l. Changes requested by Fontaine Bros.
  - m. Temporary construction such as man-lifts, tower cranes, temporary risers, temporary or permanent shoring etc.
20. During the BIM coordination process, any conflicts shall be documented as RFIs or confirming RFIs if the architect verbally agrees to a change in the coordination meetings. Trade contractors are responsible for writing such RFIs and incorporating any necessary changes into their respective models within 5 business days.
21. Coordination issues that are captured within the Revizto Integrated Collaboration Platform may be elevated to RFIs only after Fontaine Bros. review and approval. Trade contractors are expected to accurately name each coordination issue and provide appropriate screenshots and supporting documentation in an effort to adequately convey the conflict being presented.
22. As the RFI process transitions into construction, the models are to be updated (no later than 5 business days after acceptance of the RFI) and in accordance to changes required in the field.
23. All trade contractors are responsible for updating their respective model to reflect all field changes within 5 business days. This requirement is effective until installation of each of their systems are complete. This process should conclude with a field-accurate as-built model, required as part of the turnover deliverables to the owner at the end of the project.
24. All as-builts will be provided in a timely fashion in an agreed-upon 2D and 3D file format.
25. The design drawings and associated models are diagrammatic in nature. The respective trade contractors are responsible for:
  - a. Field verification of all on-site conditions relevant to their work
  - b. All associated cost of installing the final coordinated systems.
26. Each trade contractor shall provide all horizontal and vertical penetration layout files to Fontaine Bros. for overlay and formal submission. Files shall be submitted in both PDF and CAD .dwg file formats. Horizontal and vertical penetrations include but are not limited to: slabs, roofs, foundation walls, shear walls, masonry walls, and elevator shafts. Penetration layout files shall contain all size and dimensional information specific to each individual penetration. Refer to sections "Required Model Elements" and "Trade Contractor Model Scope Overview."

27. Each trade contractor shall provide all equipment pad layouts to Fontaine Bros. for overlay and formal submission. Files shall be submitted in both PDF and CAD .dwg file formats. Refer to sections "Required Model Elements" and "Trade Contractor Model Scope Overview."
28. Each trade contractor shall produce an accesses drawing indicating the location of all access zones required for servicing and maintaining valves, dampers, mechanical equipment, etc. The layout must indicate the size, orientation, and location of all access panels (horizontal and vertical) located within inaccessible ceiling assemblies (i.e. GWB). All access panels must be sized (annotated) and dimensioned from finished face of wall to the access panel center point. The layout must also indicate the access zones located within accessible ceiling assemblies (ACT).

## MEP+FP Spatial Coordination Procedures

Trade contractors will adhere to the following guidelines and requirements during 3D BIM coordination as it relates to MEP+FP systems and their interface with adjacent building systems.

1. Fontaine Bros. will manage the system file coordination process via Navisworks Manage 2021, Procore Documents, and the Revizto Integrated Collaboration Platform
2. Fontaine Bros. will lead the 3D coordination/clash meetings on a consistent day each week at a location determined by Fontaine Bros.. Meetings may be held virtually at Fontaine Bros.'s discretion.
3. The process is to create and upload system models to the Procore Documents module as frequently as required by Fontaine Bros. and for other trades to use while modeling their systems.
4. All MEP+FP trade contractors shall color-code their respective systems based upon the color scheme standard provided by Fontaine Bros.. It is imperative that all MEP+FP contractors adhere to their assigned system color schemes to visually differentiate between building systems.
5. Fontaine Bros.'s BIM Coordination process in many respects follows a traditional sequence of drawing/modeling those systems with the most constraints in their routing and then following with those trades that have more flexibility in their placement.
6. The conflict management process will be directed by Fontaine Bros., and may be modified to accommodate design changes, trade interactions, and project schedule requirements.
7. Clash Management Specifics:
  - a. All clash tests will be performed as (type) "Hard Conservative" with the tolerance of 0"
  - b. During coordination meetings, the coordination team will review the merged coordination models and identify any pending critical coordination issues and/or conflicts
  - c. Post coordination meeting, BIM Leads are required to utilize Navisworks Manage and the Revizto Integrated Collaboration Platform as the primary means of model review, conflict identification/resolution, and collaboration
  - d. BIM Leads are required to then make the necessary modifications prior to the next coordination meeting
  - e. All BIM Leads are expected to communicate throughout the coordination process to resolve as many system conflicts as possible prior to the weekly meeting. The weekly coordination meetings shall be used to address critical coordination issues only.
8. All contractors are required to prepare their system models using software that allows 2D drawing sheets to be extracted from the model so that production of these sheets do not require a special duplicated CAD effort. The system models and any drawings produced from the coordination process will be treated as shop drawings and are to be used for coordination purposes only. All subcontractors are responsible to verify that their systems are being installed per the contract documents, RFIs, bulletins, design changes, etc.
9. Upon completion of coordination activities for a floor or area as dictated by Fontaine Bros., a 2D composite drawing or series of drawings representing the floor or area will be compiled by the sheet metal contractor for review by Fontaine Bros. and the entire coordination team. This will become the record coordination document.
10. Each trade contractor participating in the MEP+FP coordination process shall provide the sheet metal subcontractor with their respective system's model in CAD .dwg file format. The CAD .dwg files must be identical to the system model files used for the model based coordination process and include all text, dimensions, and annotations ("turned on") necessary to indicate system size, penetration size, penetration length, distance from structural grids or control lines, vertical distance from the top of structural slab,

elevation, etc.

## File Types and Units

Models must be provided in their native file format. Models must also be exported and shared in a file format compatible with Navisworks Manage 2021 (Refer to Appendix A). Fontaine Bros. shall specify the required file format based upon the trade contractor's specific software application.

Prior to submitting to Fontaine Bros., all trade contractors should be able to validate the completeness and accuracy of their model based on the following parameters:

1. Imperial Units ("feet and fractional inches") should be used in all instances. One unit in the model equals 0'-1"
2. The same origin point is to be utilized across all disciplines and all phases of the project. The 0, 0 (x and y axis) origin shall match the Architect's model, and the z axis elevation of each floor's submitted model must be at the proper elevation specified by the Architects' documents, unless specified by Fontaine Bros. All submitted files are required to display a designation, such as a crosshair, at the file insertion point (0,0,0) for use in location verification in the composite project model. Files which do not coincide with the Architect's project origin will be rejected for use until corrected. The correct insertion point/location in 3D space (x, y, and z coordinates) will ensure that each model will align properly for the master aggregate model without modification.
3. All objects must be 3D solids, parametric components, or AEC (Architecture, Engineering, and Construction) objects. Wireframe, line based, or polymesh models are not acceptable.
4. All 3D models submitted to Fontaine Bros. shall be purged and free of anything other than the 3D model components (No 2D linework, links, xrefs, titleblocks, backgrounds, other contractors' models, annotations, prefabrication information, etc.).
5. Multiple files covering larger areas may be required for large coordination efforts. The boundaries of these areas files shall be specified by Fontaine Bros. prior to commencement of work.
6. All trade contractors are required to utilize the naming convention standard set by Fontaine Bros. Please note there is no date stamp requirement as the Procore Documents module utilizes automatic version control. Trade contractors will simply "update" their respective files and all previous versions will be automatically logged with upload date and time. Files shall be named according to the standards set forth by Fontaine Bros. Files which do not comply with the naming standard will be rejected for use until corrected.
7. All other project participants shall be informed of the software application that each subcontractor will be utilizing. This includes the manufacturer, application, version, and any add-ons, plug-ins or object enablers that are needed in order to view the file properly. Add-ons, plug-ins and object enablers must be the appropriate version for the software and made available to all project participants in a timely manner.
8. All models will be provided in the format specified by Fontaine Bros. . Refer to Appendix A for file formats compatible with Navisworks Manage 2021. A 2D progress layout file shall also be provided in PDF format.
9. Unless explicitly granted permission to deviate, the electrical trade contractor shall model using Autodesk Revit 2021.
10. Unless explicitly granted permission to deviate, the mechanical trade contractor shall model all mechanical equipment, (that is, all elements under Section "Trade Contractor Model Scope Overview," subsection "Mechanical" and/or "Mechanical Piping" except for piping, ductwork, and conduit) using Autodesk Revit 2021. It is up to the trade contractor as to whether the trade contractor draws this scope once or twice. This requirement is critical to the facilities management process.

11. The structural steel fabrication trade contractor shall convert all Native modeling files (Tekla, SDS2, etc) into both CAD and IFC at milestones specified by Fontaine Bros.

## **Architectural, Structural and MEP Design Model Overview**

Trade contractors will be given access to the design team's electronic files. These files shall be considered the "Design Models." The Design Models may be shared in a variety of file formats, and all disciplines may not necessarily be available in Revit (.rvt) file format.

The two dimensional drawings govern the construction. They show the design intent and are part of the Contract Documents.

The Design Models are not included in the Contract Documents and are not intended to replace the contract drawings. The Design Models are developed for convenience and provided "as- is". Ultimately, the Design Models are provided as a tool to assist in the coordination and construction process.

Trade contractors are expected review the Design Model against the contract documents and/or as-built conditions for model completeness and accuracy. Trade contractors must notify Fontaine Bros. immediately when discrepancies are found.

As the contract documents are updated during the construction process (via RFI, ASI, CCD, etc.) Fontaine Bros. anticipates that the design team will periodically share updated architectural Design Model information on a "for reference only basis." These periodic Design Model updates are not guaranteed, nor will they necessarily reflect all contract document changes and updates. Fontaine Bros. expects that all trade contractors incorporate any changes initiated by RFIs, ASIs, CCDs, etc. without the use of updated "backgrounds" or Design Models.

## Required Model Elements

The trade contractor shall provide the level of detail defined below which represents the minimum level of detail required. Greater level of detail shall be incorporated if typically drawn on 2D plans, or as required to accurately represent or coordinate the complete building system.

The level of detail defined below may exceed other LOD requirements found elsewhere. In every instance, the trade contractor is expected to adhere to the more stringent LOD requirement.

### Horizontal and Vertical Penetrations

1. All horizontal and vertical structural steel penetrations must be modeled in 3D to the outermost dimension needed for a pipe, conduit, or duct to pass through. Steel beam penetrations shall be placed on a separate layer.
2. All horizontal and vertical concrete penetrations (sleeves and cores) must be modeled in 3D to the outermost dimension needed for a pipe, conduit, or duct to pass through. Concrete penetrations shall be placed on a separate layer.
3. Each trade contractor shall provide all horizontal and vertical penetration layout files to Fontaine Bros. per the requirements set forth in this plan's "Schedule and Scope" item #25.

### Access Panels

1. All access panels needed to maintain a building system in ceilings, walls, floors, roofs, etc. must be modeled in 3D (line work not acceptable). Access panels shall be placed on a separate layer named 'Access\_Panels'
2. Each trade contractor shall provide all access zone layout files to Fontaine Bros. per the requirements set forth in this plan's "Schedule and Scope" item #27.

### Temporary Services

All temporary services must be modeled and include all of the elements listed below as required to complete the temporary building system. Temporary services may include, but are not limited to: electrical power, sprinkler standpipes, steam, gas, etc.

## Trade Contractor Model Scope Overview

### Structural Steel

At a minimum, this trade contractor shall model the following items:

- A. Primary steel members (columns, beams, trusses and joists)
- B. Secondary steel members (X-bracing, façade support angles, lintels, gusset plates, braces, equipment supports, kickers, clip angles, etc.)
- C. Prefabricated penetrations in primary or secondary members
- D. Structural stair components
- E. Decks (metal, prefab penetrations and openings)
- F. Misc. Metals used in the support of interior systems such as projection screens, projectors, won doors, fire doors, fire shutters, etc.
- G. Steel camber or slope.
- H. Steel/concrete embeds for curtain walls, precast panels or other systems.
- I. Reinforcing steel in slab edges
- J. Any other elements included with or attached to this scope of work which occupies more than 1 cubic inch of space

### Heating Ventilation and Air Conditioning

At a minimum, this trade contractor shall model the following items:

- A. Tanks, pumps, controllers, and any other equipment that would show on a 1/4" Plan
- B. Equipment pads (as included in their scope of work)
- C. Piping (all hard piping 1" in diameter or greater – modeled pipes must reflect slopes) and be on a system specific layer, system type or object style
- D. Condenser unit and Condensate drain piping irrespective of diameter
- E. Valves, backflow preventers, and fittings
- F. Required clearance areas and access zones (modeled as separate semi-transparent, 3D, components on their own layer)
- G. All access panels needed to maintain the building system in ceilings, walls, floors, roofs, etc.
- H. Hard insulation or fireproofing around objects (modeled as separate semi-transparent components on their own layer)
- I. Additionally, the trade contractor shall model any object or collection of objects that occupy more than 1 cubic inch of space – this includes a 1/2" pipe with 1/2" of insulation, or two (2) 5/8" pipes that are routed in parallel
- J. All hangers, seismic support, stands, and sleepers, as well as zones of influence around hanger attachments
- K. Embeds and sleeves
- L. Soft insulation around objects (clearly identified as different from hard insulation)

- M. Chillers
- N. Boilers
- O. Pumps
- P. Heaters
- Q. Compressors
- R. Dryers
- S. Tanks
- T. All mechanical and air handling equipment
- U. Ductwork
- V. Diffusers, return air ducts and flex duct
- W. Piping associated with mechanical equipment and not included in the Plumbing model
- X. Electrical that is solely associated with mechanical equipment
- Y. Equipment pads (regardless of their inclusion in their scope of work)
- Z. Valves and fittings
- AA. Required clearance areas or access zones (modeled as separate semi-transparent components on their own layer)
- BB. All access panels needed to maintain the building system in ceilings, walls, floors, roofs, etc.
- CC. Hard insulation or fireproofing around objects (modeled as separate semi-transparent components on their own layer)
- DD. Embeds and sleeves
- EE. Duct joints and flanges
- FF. All other items consisting of temporary HVAC or mechanical pipe scope of work, including, but not limited to: temporary heating, temporary cooling.
- GG. Soft insulation around objects (clearly identified as different from hard insulation)
- HH. Additionally, the trade contractor shall model any object or collection of objects that occupy more than 1 cubic inch of space – this includes a 1/2" pipe with 1/2" of insulation, or two (2) 5/8" pipes that routed in parallel
- II. All hangers, stands, and sleepers
- JJ. Control panels and conduits, weather stations and any other systems that would show up on a 1/4" Scale Plan
- KK. All underground piping must be modeled up to their respective site utility connection points (minimum of 10'-0" beyond the exterior face of foundation walls)
- LL. Any other elements included with or attached to this scope of work which occupies more than 1 cubic inch of space

### **Electrical, Tele/Data, Building Automation Systems, and/or Building Controls**

At a minimum, this trade contractor shall model the following items:

- A. Power feeds must be modeled up to their respective site utility connection points (a minimum of 10'-0" beyond the exterior face of foundation walls)
- B. Switch gear
- C. Transformers
- D. Panelboards
- E. Underground duct bank from the transformer to the building
- F. TeleData duct bank must be modeled up to their respective site utility connection points (a minimum of 10'-0" beyond the exterior face of foundation walls)
- G. Generators
- H. Any other electrical equipment shown on a design schedule or in the specifications.
- I. Light fixtures with junction boxes and required installation space
- J. Cable trays that include a 12" access zone above and a 24" access zone from below on at least one side of the cable tray for cable installation access
- K. Security cameras (if no Telcom Contractor)
- L. Specialty systems (generators, UPS, etc.)
- M. Conduit and fittings (all conduit 1" in diameter or greater)
- N. Pull boxes
- O. Equipment pads (regardless of their inclusion in their scope of work)
- P. Required clearance areas or access zones (modeled as separate semi-transparent, 3D components on their own layer)
- Q. All access panels needed to maintain the building system in ceilings, walls, floors, roofs, etc.
- R. Hard insulation or fireproofing around objects (modeled as separate semi-transparent components on their own layer)
- S. Additionally, the trade contractor shall model any object or collection of objects (MC, MI, EMT, Low Voltage wiring, etc) that occupy more than 1 cubic inch of space – this includes a 1/2" conduit with 1/2" of clearance, or two (2) 5/8" conduits that are run together.
- T. Soft insulation or clearance around objects (clearly identified as different from hard insulation)
- U. All hangers, seismic support, stands, and sleepers, as well as zones of influence around hanger attachments
- V. Outlets, switches and junction boxes
- W. Flexible conduit
- X. Groups of wires and MC greater than 1"
- Y. Groups of Low Voltage Wiring greater than 1/2" in diameter.
- Z. Groups of Mineral Insulated cable greater than or equal to 1/2" in diameter.
- AA. Any other elements included with or attached to this scope of work which occupies more than 1 cubic inch of space
- BB. AA. All Fire-Alarm Devices (Conduit, Speakers (annunciators), Strobes, Fire Alarm Pull Devices, smoke detectors, heat detectors)
- CC. All underground conduit must be modeled up to their respective site utility connection points (minimum of 10'-0" beyond the exterior face of foundation walls)

## Plumbing

At a minimum, this trade contractor shall model the following items:

- A. Tanks
- B. Pumps, sumps, grease interceptors, and any other equipment that would show on a 1/4" plan
- C. Any other equipment shown on a design schedule or in the specifications
- D. Piping (all hard piping 1" in diameter or greater whether it is for water, gas, drainage, etc. – modeled pipes must reflect slopes) and be on a system specific layer, system type or object style
- E. Condensate drain piping irrespective of diameter
- F. Floor and roof drains
- G. Plumbing fixtures
- H. Electrical equipment associated with plumbing equipment
- I. Valves, backflow preventers, fittings, cleanouts, drains, floors, sinks and traps
- J. Equipment pads (regardless of inclusion in their scope of work)
- K. Required clearance areas and access zones (modeled as separate semi-transparent components on their own layer)
- L. Hard insulation or fireproofing around objects (modeled as separate semi-transparent components on their own layer)
- M. Additionally, the trade contractor shall model any object or collection of objects that occupy more than 1" of space – this includes a 1/2" pipe with 1/2" of insulation, or two (2) 5/8" pipes that are routed in parallel
- N. All hangers, seismic support, stands, and sleepers, as well as zones of influence around hanger attachments
- O. Soft insulation around objects (clearly identified as different from hard insulation)
- P. All underground piping must be modeled up to their respective site utility connection points (minimum of 10'-0" beyond the exterior face of foundation walls)
- Q. Any other elements included with or attached to this scope of work which occupies more than 1 cubic inch of space

### **Fire Protection**

At a minimum, this trade contractor shall model the following items:

- A. Tanks
- B. Fire pumps, and all temporary equipment associated with fabrication and installation.
- C. Other equipment
- D. Piping (all hard piping 1" in diameter or greater – modeled pipes must reflect slopes)
- E. Valves, backflow preventers, fittings and sprinkler heads
- F. Required clearance areas and access zones (modeled as separate semi-transparent components on their own layer)
- G. Hard insulation or fireproofing around objects (modeled as separate semi-transparent components on their own layer)
- H. Additionally, the trade contractor shall model any object or collection of objects that occupy more than 1 cubic inch of space – this includes a 1/2" pipe with 1/2" of insulation, or four (4) 5/8" pipes that are routed in parallel
- I. All hangers, seismic support, stands, and sleepers, as well as zones of influence around hanger attachments
- J. Soft insulation around objects (clearly identified as different from hard insulation)
- K. Wall hydrants, fire department cabinets (fire hose cabinets and valve cabinets)
- L. All underground conduit must be modeled up to their respective site utility connection points (minimum of 10'-0" beyond the exterior face of foundation walls)
- M. Any other elements included with or attached to this scope of work which occupies more than 1 cubic inch of space

### **Cold Formed Metal Framing**

At a minimum, this trade contractor shall model the following items:

- A. Wall stud framing
- B. Door header stud framing
- C. Box headers
- D. Box beams
- E. King studs
- F. Kickers
- G. Priority walls

### **Cast-In-Place Concrete**

At a minimum, this trade contractor shall model the following items:

- A. Structural foundations
- B. Structural foundation walls
- C. Slab-On-Grade
- D. Elevated slabs
- E. Topping slabs
- F. Curbs
- G. Columns
- H. Beams

- I. Shear Walls
- J. Stairs
- K. Slab openings
- L. Penetrations for items such as MEP
- M. Any permanent forming or shoring components
- N. Shear reinforcing and stud rails
- O. Critical structural zones for coordination, including but limited to zones that cannot be penetrated, cut, or damaged

### **Architectural Precast Concrete**

At a minimum, this trade contractor shall model the following items:

- A. All structural members
- B. All sloping surfaces
- C. Chamfer
- D. Expansion joints
- E. Embeds
- F. Anchor rods
- G. Penetrations for items such as MEP
- H. Any permeant forming or shoring components
- I. Critical structural zones for coordination, including but limited to zones that cannot be penetrated, cut, or damaged

### **Curtain Wall & Glazing Systems**

At a minimum, this trade contractor shall model the following items:

- A. All Windows, curtain walls, storefront systems, skylights, borrowed lites and windows leaves
- B. Frames and mullions
- C. Any clips, embed or supports
- D. Glazing panels and spandrel panels,
- E. Pressure plates
- F. Gaskets, anchors, fasteners, etc.
- G. Insulation and sealant systems such as backer rod
- H. Any other elements included with or attached to this scope of work which occupies more than 1 cubic inch of space
- I. Any other elements included in this scope of work

### **Miscellaneous Metals**

At a minimum, this trade contractor shall model the following items:

- A. All elements provided under scope of work of this Bid Package shall be modeled accurate and complete
- B. All miscellaneous metal supports extending above ceilings shall be modeled
- C. Misc. Metals used in the support of interior systems such as projection screens, projectors, won doors, fire doors, fire shutters, etc.
- D. The 3D models submitted by the Trade Contractor for overall coordination are required to be checked and coordinated with the structure and the Trade Contractor's own work prior to submittal
- E. Any other elements included with or attached to this scope of work which occupies more than 1 cubic inch of space
- F. Any other elements included in this scope of work

### **Security/Cameras/Audio-Visual (backbone by electrician)**

At a minimum, this trade contractor shall model the following items:

- A. All elements provided under scope of work of this bid package shall be modeled accurate and complete
- B. All equipment included in this scope of work, including but not limited to security cameras, card readers, information displays, projectors, projector screens, televisions, control panels, conduit, and cable trays. Reference Electrical above for size/LOD requirements
- C. All equipment required to complete the systems in this scope of work
- D. All supports, hangers, bracing, or other special equipment needed to support the equipment and any required clearances for visibility, maintenance and access.
- E. Any other elements included with or attached to this scope of work which occupies more than 1 cubic inch of space
- F. Any other elements included in this scope of work

### **Kitchen Casework and Equipment**

At a minimum, this trade contractor shall model the following items:

- A. All casework, including work surfaces and casework chases
- B. All equipment shall include clearance zones modeled based on manufacturer's recommendations for operation and maintenance
- C. Kitchen Equipment Included in Specifications, Including
  - a. Ovens
  - b. Ranges
  - c. Freezers
  - d. Refrigerators
  - e. Microwaves
  - f. Mop Sinks
  - g. Ice Maker
  - h. Grinders, Slicers, Disposal Systems
- D. MEPFP Tie-In Locations
  - a. Gas
  - b. Electricity
  - c. Outlet Locations, both 120 and 210
  - d. Mechanical Connections (Hoods, exhaust fans)
  - e. Plumbing (Sinks, Drains, grease interceptors,)
  - f. Shutoff Valves
  - g. Fire Suppression
- E. Sleeves through walls and roofs that may be needed early in construction
- F. For larger equipment ensure all associated equipment is modeled (i.e. control panels, compressors, pumps, condenser units, condensate drains, etc.)
- G. For walk-in equipment, ensure all utilities and devices within the equipment is modeled (i.e. shelves, racks, lighting, fire suppression, etc.) with the correct elevations and dimensions
- H. Any other elements included with or attached to this scope of work which occupies more than 1 cubic inch of space

### **Site Work**

At a minimum, this trade contractor shall model the following items:

- A. Site utility Piping (all hard piping 1" in diameter or greater – modeled pipes must reflect slope and elevation) and be on a system specific layer, system type or object style a. Liquid and gas piping
- B. Water piping
- C. Domestic water piping
- D. Fire protection water piping
- E. Sanitary sewage piping
- F. Storm drainage piping
- G. Irrigation water piping
- H. Site energy piping
- I. Site fuel piping
- J. Site utility structures a. Storage tanks
- K. Septic tanks
- L. Culverts
- M. Water drains
- N. Drainage pumps
- O. Manhole structures
- P. Tunnels

## Field Installation Changes and Updates

All trade contractors are responsible for updating their respective model to reflect all field changes within 5 business days. This requirement is effective until installation of each of their systems are complete.

1. Coordinated work takes precedence over uncoordinated work
2. Work which does not appear in the trade contractors model may not proceed until the modeled and coordinated systems are completely installed. At that point "field coordinated" work may proceed. Any "field coordinated" work is assumed to be "at-risk" for rework, as directed by Fontaine Bros.

## Model As-Builts

All trade contractor system models shall be submitted to Fontaine Bros. at the completion of substantial field installation. System models must reflect all accepted changes to date. This process should conclude with a field-accurate as-built model, required as part of the turnover deliverables to the owner at the end of the project. All as-builts will be provided in a timely fashion in an agreed-upon 2D and native 3D file format and must to adhere to all requirements set forth in this plan.

## Appendix A (Accepted file formats for Navisworks)

Format	Extension	File Format Version
Navisworks	.nwd .nwf .nwc	All versions
AutoCAD	.dwg, .dxf	Up to AutoCAD 2019
MicroStation (SE, J, V8 & XM)	.dgn .prp .prw	v7, v8
3D Studio	.3ds .prj	Up to Autodesk 3ds Max 2019
ACIS SAT	.sat .sab	All ASM SAT. Up to ACIS SAT v7
Catia	.model .session .exp .dlv3 .CATPart .CATProduct .cgr	V4, v5
CIS/2	.stp	STRUCTURAL_FRAME_SCHEMA
DWF/DWFX	.dwf .dwfx	All previous versions
FBX	.fbx	FBX SDK 2017.0
IFC	.ifc	IFC2X_PLATFORM, IFC2X_FINAL, IFC2X2_FINAL, IFC2X3, IFC4
IGES	.igs .iges	All versions
Inventor	.ipt .iam .ipj	Up to Inventor 2019
Informatix MicroGDS	.man .cv7	v10
JT Open	.jt	Up to 10.0
NX	.prt	Up to 9.0
PDS Design Review	.dri	Legacy file format. Support up to 2007.
Parasolids	.x_b	Up to schema 26
Pro/ENGINEER	.prt .asm .g .neu	Wildfire 5.0, Creo Parametric 1.0-3.0
RVM	.rvm	Up to 12.0 SP5
Revit	.rvt	Up to 2021
SketchUp	.skp	v5 up to 2016
Solidworks	.prt .sldprt .asm .sldasm	2001 Plus-2015
STEP	.stp .step	AP214, AP203E3, AP242
STL	.stl	Binary only
VRML	.wrl .wrz	VRML1, VRML2
PDF	.pdf	All versions
Rhino	.3dm	Up to 5.0

## Appendix B (Layer Standards)

LAYER NAME	TRADE	LAYER CONTENT
EL-PWR	Electric	Power
EL-EMPWR	Electric	Emergency Power
EL-SEC	Electric	Security
EL-TELDATA	Electric	Telecommunications Data
EL-FA	Electric	Fire Alarm
EL-LGT	Electric	Lights
EL-EQPT	Electric	Equipment
EL-FIXT	Electric	Fixtures
MP-HWS	Mechanical Pipe	Hot Water Supply
MP-HWR	Mechanical Pipe	Hot Water Return
MP-CWS	Mechanical Pipe	Chilled Water Supply
MP-CWR	Mechanical Pipe	Chilled Water Return
MP-COND	Mechanical Pipe	Condenser Line
MP-BLDDN	Mechanical Pipe	Blow down
MP-IC	Mechanical Pipe	Interconnectivity
MP-CBS	Mechanical Pipe	Chilled Beam Supply
MP-CBR	Mechanical Pipe	Chilled Beam Return
MP-EQPT	Mechanical Pipe	Equipment
MP-FOS	Mechanical Pipe	Fuel Oil Supply
MP-FOR	Mechanical Pipe	Fuel Oil Return
SM-EQPT	Sheet Metal	Equipment
SM-SUPPLY	Sheet Metal	Supply
SM-RETURN	Sheet Metal	Return
SM-EXHST	Sheet Metal	Exhaust
SM-OUTAIR	Sheet Metal	Outside Air
SM-FIXT	Sheet Metal	Fixtures
FP-MAIN	Fire Protection	Main
FP-DIST	Fire Protection	Branch Line
FP-FAS	Fire Protection	Fire Alarm System

FP-PADS	Fire Protection	Pads
PL-DW-SH	Plumbing	Domestic Water
PL-DW-RH	Plumbing	Domestic Water
PL-DW-SC	Plumbing	Domestic Water
PL-DW-RC	Plumbing	Domestic Water
PL-DW-TEP	Plumbing	Domestic Water
PL-SAN-DR	Plumbing	Sanitary
PL-SAN-VENT	Plumbing	Sanitary
PL-RWL	Plumbing	Rain Water Leader
PL-RWO	Plumbing	Rain Water Overflow
PL-EQPT	Plumbing	Equipment
PL-FIXT	Plumbing	Fixtures
PL-GAS	Plumbing	Gas
GL-OPEN	General	Penetrations, Sleeves, Blockouts
GL-PADS	General	Pads
GL-EQPT	General	Equipment

## Appendix C (Typical MEP Coordination Schedule Workflow and Logic)

Task Name	Duration	Start	Finish	Resource Names
<b>Level 1</b>	<b>56 days</b>	<b>Wed 5/26/21</b>	<b>Wed 8/11/21</b>	
<b>Coordination Zone A</b>	<b>56 days</b>	<b>Wed 5/26/21</b>	<b>Wed 8/11/21</b>	
Light Fixtures	1 day	Wed 5/26/21	Wed 5/26/21	Electrical Contractor
Electrical Equipment	1 day	Wed 5/26/21	Wed 5/26/21	Electrical Contractor
Mechanical Equipment	1 day	Wed 5/26/21	Wed 5/26/21	HVAC Contractor
Plumbing Equipment	1 day	Wed 5/26/21	Wed 5/26/21	Plumbing Contractor
Pneumatic Tube Equipment	1 day	Wed 5/26/21	Wed 5/26/21	PTube Contractor
Fire Suppression Equipment	1 day	Wed 5/26/21	Wed 5/26/21	Fire Suppression Contractor
HVAC Ductwork	7 days	Wed 5/26/21	Thu 6/3/21	HVAC Contractor
Cable Tray	2 days	Wed 5/26/21	Thu 5/27/21	Electrical Contractor
Drain/Waste/Vent Piping	5 days	Fri 6/4/21	Thu 6/10/21	Plumbing Contractor
HVAC Pipe Mains	3 days	Fri 6/11/21	Tue 6/15/21	HVAC Contractor
Fire Suppression Mains	3 days	Wed 6/16/21	Fri 6/18/21	Fire Suppression Contractor
HVAC Branch Lines	3 days	Mon 6/21/21	Wed 6/23/21	HVAC Contractor
Pneumatic Tube Piping	3 days	Thu 6/24/21	Mon 6/28/21	PTube Contractor
Domestic Supply Piping	3 days	Tue 6/29/21	Thu 7/1/21	Plumbing Contractor
Medical Gas Piping	3 days	Fri 7/2/21	Tue 7/6/21	Plumbing Contractor
Fire Suppression Branch Lines	3 days	Wed 7/7/21	Fri 7/9/21	Fire Suppression Contractor
Electrical Conduit	3 days	Mon 7/12/21	Wed 7/14/21	Electrical Contractor
Clash Management	20 days	Thu 7/15/21	Wed 8/11/21	Team
Level 1 Zone A Coordination Sign-Off	0 days	Wed 8/11/21	Wed 8/11/21	Team

*\*Please note that the schedule above represents a typical MEP coordination workflow. Not all durations or trades/systems listed above may be applicable to this specific project.*

### Objectives

1. Electrical light fixtures and associated workspaces placed per architectural RCPs (discrepancies between architectural RCPs and Electrical contract drawings should be presented to Fontaine Bros.)
2. All equipment shall be placed per the best information available (basis of design at minimum)
3. Process follows a traditional sequence of drawing/modeling those systems with the most constraints in their routing and then following with those trades that have more flexibility in their placement
4. Trades shall contribute content and follow the workflow below during their allotted time to do so

### Workflow

1. "Trade A" shall coordinate their respective system with the architectural RCP and the building's structure
2. "Trade A" shall coordinate their respective system with all trades and building systems that have been

placed prior to their own

3. "Trade A" shall confirm that all components are placed accurately and represent a complete system
4. "Trade A" shall confirm that all components have been routed to the best of their ability and in a conflict-free manner
5. "Trade A" shall communicate that steps 1-4 above have been completed
6. "Trade B" shall follow the same workflow and logic above
7. This sequence shall continue for each floor/area/zone as dictated by Fontaine Bros.

## **Doherty High School Schedule Preamble – 1/20/2022**

The project schedule is aggressive and critical to the overall success of the project for the Owner. It is expected that overtime is required to achieve some activity completion dates and is included in the bid/contract. The schedule requires multiple activities be executed concurrently and that productivity may be less than optimum. All trade contractors/ subcontractors are to include required overtime and inefficiency costs to maintain their work activities.

The Construction Manager has produced a bid schedule to reflect the sequence of work and major activity durations. The intent of the schedule is to indicate major required early start and completion dates for major construction activities.

Prior to bid or within the bid form, Trade Contractors/ Subcontractors shall notify the Construction Manager in writing of any materials and/ or equipment that are not available to maintain the project bid schedule.

Within ten days upon award of the work, Trade Contractors/ Subcontractors are to submit a further detailing of activities (including work needed by others, approvals, and procurement reasonably necessary to schedule their work. These additional activities will be incorporated to monitor and manage the work and will not be a basis for extending general work activity durations or expanding the schedule duration or extending the completion dates.

The schedule reflects only major activities. Trade Contractor/ Subcontractor's are to provide all minor activities to support general work activities of other trades, ie sleeves for cast in place concrete, conduit in CMU walls, etc. Failure to support general activities shall be considered failure to maintain the project schedule.

Trade Contractors/ Subcontractors shall promptly furnish to the Construction Manager on an ongoing basis with any scheduling information requested by the Construction Manager for the Trade Contractor/ Subcontractor's work. In consultation with the Trade Contractor/ Subcontractor, the Construction Manager shall incorporate the Trade Contractor/ Subcontractor work progress and progress work of other trade contractors into the overall Project Schedule. However, the Trade Contractor/ Subcontractor shall be bound by activity sequence and durations. The Construction Manager shall have the right to coordinate the Trade Contractor/ Subcontractor, including the right, if necessary, to change the time, order and priority in which the various portions of the Trade Contractor/ Subcontractor Work and the other work associated with the Project shall be performed.

The activity durations include the time to mobilize, perform the work, daily debris clean up, and receive acceptable test and inspections in order to allow the next activity to advance.

Submittal Procedure – The Trade Contractor/ Subcontractor promptly shall submit to the Construction Manager, for review and/or approval by the Architect/Engineer, all shop drawings, samples, product data, manufactures' literature and similar submittals required by the Trade Contractor/ Subcontractor Contract Documents. The Trade Contractor/ Subcontractor shall be responsible to the Owner for the accuracy and conformity of its submittals to the Trade Contractor/ Subcontractor Contract Documents. The Trade Contractor/ Subcontractor shall prepare and deliver its submittals to the Construction Manager in a manner consistent with the Project Schedule and in such time and sequence so as not to delay the performance of the Trade Contractor/ Subcontractor Contract work or other work associated with the Project.

For MEPFP coordination, MEPFP subcontractors are to refer to requirements under separate BIM Approach document.

### TIME OF COMPLETION

#### 1. Time is of the Essence:

TIME IS OF THE ESSENCE OF THIS AGREEMENT. The Construction Manager or the Owner will sustain monetary damages if the whole Project or any part thereof is delayed because the Trade Contractor / Subcontractor fails to perform any part of the Work in accordance with the Principal Contract or fails to comply with the Construction Manager's directions. The Trade Contractor shall begin the Work at the time directed by the Construction Manager and shall perform his obligations under this Agreement with diligence and with sufficient manpower to maintain the progress of the Work as scheduled, without delaying other aspects of the Project. At the request of the Construction Manager, the Trade Contractor shall perform certain parts of the Work before other parts, add extra manpower, or order overtime labor in order to comply with the Construction Manager's agreement, without any increase in the Contract Price.

#### 2. Scheduling:

The Trade Contractor agrees to commence the Work immediately upon notice from the Construction Manager and shall proceed promptly to complete the Work in compliance with the Construction Manager's Job Progress Schedule. Trade Contractors are required to assist the Construction Manager in further detailing the Construction Manager's JOB PROGRESS SCHEDULE for the Project by supplying the following data:

1. Breakdown of work items in sufficient detail so that no item has a duration longer than 30 days.
2. Schedule of long lead items.
3. Schedule for submittals of drawings.

This information must be submitted to the Project Manager no later than fifteen (15) days after award of this contract. Updates will be required on a monthly basis. No extension of time will be valid without the Construction Manager's written consent after claim having been made by the Trade Contractor in accordance with the General Conditions. Trade Contractor/ Subcontractor agrees that if he should fail to perform any provisions of his Trade Contract, the Construction Manager, after two (2) working days written notice to the Trade Contractor/ Subcontractor, may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payments then or thereafter due the Trade Contractor, provided, however, that if such action is based upon faulty workmanship or materials and equipment, the Architect shall first have determined that the workmanship or materials and equipment are not in accordance with the Contract Documents.

Trade Contractor/ Subcontractor recognizes that modifications will be made in the schedule of the work at the Project and agrees to comply with such modifications. The Construction Manager shall have the right to decide the time, order and priority in which the various portions of the work shall be performed and all other matters relative to the timely and orderly conduct of the Trade Contractor's work.

Trade Contractor/ Subcontractor shall fully inform himself as to the existing conditions and limitations at the jobsite and the burden of this knowledge shall be on this Trade Contractor/ Subcontractor. All materials furnished and work performed by this Trade Contractor must meet with the complete satisfaction of the Construction Manager, the Owner or his representatives. This Trade Contractor/ Subcontractor shall furnish sufficient labor, tools, and equipment to maintain his Work in accordance with the Progress Schedule established by the Construction Manager. Should this Trade Contractor fail to keep up with the progress of the Work as specified, this Trade Contractor shall work overtime without additional compensation if requested to do so by the Construction Manager. If this Trade Contractor/ Subcontractor should delay the material progress of the Work, so as to cause any damage for which the Construction Manager shall become liable, Trade Contractor/ Subcontractor shall indemnify and save harmless the Construction Manager from and against all such damage.

3. Notice for Extensions: The Trade Contractor/ Subcontractor shall deliver notice to the Construction Manager in writing of the cause or causes of such delay, disruption, interference or hindrance within Three (3) Days from the Day that the Trade Contractor / Subcontractor becomes aware that a delay has

been occasioned thereby, stating the probable impact of such delay on the progress of the Work, Project Schedule, Contract Price and any other pertinent details.

4. Evaluating Claims for Authorized Extension: Notwithstanding any other provision in the Contract Documents to the contrary, the Construction Manager will evaluate each request for an Authorized Extension based upon the version of the Project Schedule in effect as of the date of the occurrence giving rise to the Claim for an Authorized Extension.

5. Authorized Extensions or Other Modifications to the Project Schedule: Any modification made to the Project Schedule, including any Authorized Extension of the Contract Time, shall become part of the Contract after such modification is incorporated into a duly executed and issued Change Order or Change Directive pursuant to the terms of this Contract.

6. Prosecution of the Work: The Trade Contractor/ Subcontractor agrees that, regardless of the cause of a delay, and pending resolution of Claim for Authorized Extension, the Trade Contractor/ Subcontractor shall continue to diligently execute the Work, and with respect to such portion or portions of the work as may be so affected by the delay, the Trade Contractor/ Subcontractor shall take all commercially reasonable and necessary measures to minimize the effect of such delay.

#### FORCE MAJEURE:

If the Trade Contractor/ Subcontractor is delayed at any time in progress of the Work by occurrences beyond the control and without the fault or negligence of the Trade Contractor/ Subcontractor and which, by the exercise of reasonable diligence, the Trade Contractor/ Subcontractor is unable to prevent or provide against, including industry wide labor disputes (other than disputes limited to the work force of, or provided by, the Trade Contractor/ Subcontractor or its Subcontractors), fire, unusual delay in deliveries not reasonably anticipatable, unavoidable casualties, or by other occurrences which Construction Manager, in its sole determination, subject to the Owner's approval, determines may justify delay, then, provided that the Trade Contractor/ Subcontractor is in compliance with the requirements of this agreement, the Contract Time shall be extended by Change Order or Construction Change Directive for the length of time actually and directly caused by such occurrence as determined by Construction Manager and approved by the Construction Manager and Owner (such approval not to be unreasonably withheld, delayed, or conditioned); provided, however, that such extension of Contract Time shall be net of any delays caused by or due to the fault or negligence of the Trade Contractor/ Subcontractor or which otherwise is the responsibility of the Trade Contractor/ Subcontractor. The Trade Contractor/ Subcontractor shall, in the event of any occurrence likely to cause a delay, cooperate in good faith with Construction Manager and Owner to minimize and mitigate the impact of any such occurrence and do all things reasonable under the circumstances to achieve the Contract Time.

The Trade Contractor hereby agrees that it shall have no claim for damages of any kind on account of any delay in the commencement of the Work and/or any disruption, hindrance, delay, or suspension of any portion of the Work whether or not such delay or suspension result in an extension to the Contract Time.

#### INDEMNIFICATION

To the fullest extent permitted by Law the Trade Contractor/ Subcontractor shall defend, indemnify and hold harmless the Construction Manager, Owner and Architect and all of their agents and employees from and against all claims, damages, losses and expenses, including Attorney's fees, arising out of or resulting from the performance of the Trade Contractor's/ Subcontractor's Work provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Trade Contractor/ Subcontractor or anyone directly or indirectly employed by him or anyone for whose acts he may be liable.

The Trade Contractor/ Subcontractor shall be responsible to the Construction Manager for the acts and omissions of his agents and employees, Sub-subcontractors performing work under a contract with the Trade Contractor and such Sub-subcontractors' agents and employees.

In any and all claims against the Construction Manager, Owner and Architect or any of their agents or employees by an employee of the Trade Contractor/ Subcontractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, the indemnification obligation under this paragraph 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 Trade Contractor/ Subcontractor under Workmen's Compensation Acts, Disability Benefit Acts or other Employee Benefits Acts.

The obligation of the Trade Contractor/ Subcontractor under this Article shall not extend to the liability of the Architect, his agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

Unless otherwise agreed in writing, the Trade Contractor/ Subcontractor shall carry on the work and maintain the schedule of work pending arbitration or other resolution of any dispute, and, if so, the Construction Manager shall continue to make payments on all undisputed work in accordance with this Trade Contract.

D. DELAY: The Construction Manager shall not be liable to the Trade Contractor/ Subcontractor for any damages or additional compensation as a consequence of delays caused by any person not a party to this Trade Contract unless the Construction Manager has first recovered the same on behalf of the Trade Contractor/ Subcontractor from said person, it being understood and agreed by the Trade Contractor that except as provided in the preceding phrase, the Trade Contractor/ Subcontractor shall not be entitled to any damages or compensation for delay, but the Trade Contractor's/ Subcontractor sole and exclusive remedy for delay shall be an extension in the time for performance of the Trade Contractor's work.

H. CLAIMS FOR ADDITIONAL TIME: If the Trade Contractor/ Subcontractor elects to make Claim for an increase in the Contract Time, written notice as required herein shall be given. The Trade Contractor/ Subcontractor's Claim shall include an estimate of the probable effect of delay on progress of the Work. In the case of continuing delay only one Claim is necessary, however, it must be updated as appropriate.

I. LIQUIDATED DAMAGES AND OTHER DAMAGES: The Contract Documents provide for liquidated damages for delay beyond the substantial completion date set forth in the Contract Documents. If liquidated damages are so assessed, then the Construction Manager may assess all or a portion of said liquidated damages against the Trade Contractor/ Subcontractor in proportion to the Trade Contractor/ Subcontractor's share of the responsibility for such delay(s). This does not preclude the Construction Manager for separately assessing its own direct damages due to the subcontractor's delay(s).

























































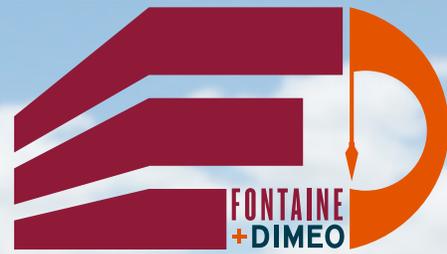












## SITE SPECIFIC SAFETY PLAN



Doherty Memorial High School  
City of Worcester

Worcester, MA 01603  
Project #2523

FONTAINE + DIMEO JOINT VENTURE | T: 413.781.2020 | 12 E WORCESTER STREET WORCESTER, MA 01604 | 510 COTTAGE STREET SPRINGFIELD, MA 01104



## EMERGENCY CONTACTS

<b>Fontaine Bros., Inc.</b>	
Superintendents	Mark Hogan T: 413.246.4793 E: mhogan@fontainebros.com Matt Wilder 413.355.6776 mwilder@fontainebros.com
Project Manager	Danielle Judge T: 413.426.3725 E: djudge@fontainebros.com
Safety Director	Mark Bisson T: 774.217.2216 E: mbisson@fontainebros.com

<b>City of Worcester</b>	
Owner	Russ Adams T: 508.799.1454

<b>Emergency Services</b>	
Police	Worcester Police Station 9-11 Lincoln Square, Worcester, MA 01608 T: 508.799.8466
Fire	Worcester Fire Station 180 Southbridge St, Worcester, MA 01608 T: 508.799.3473
Urgent Care Medical Facility	AFC Urgent Care Worcester 117 Stafford St, Worcester, MA 01603 T: 508.755.4010

## EMERGENCY EVACUATION PLAN

In the event of an life threatening emergency the first call is to **9-1-1**

Contact the Project Superintendent:  
**Mark Hogan or Matt Wilder**  
**T: 413.246.4793 or 413.355.6776**

In the event of emergency an **AIR HORN** will be sounded continuously to notify all personnel to evacuate the building/site immediately. ALL workers will gather at the designated **MUSTER POINT**, which is pictured below and will be reviewed with all personnel at orientation.

Once worker reaches the **MUSTER POINT** they are required to be accounted for by the project foreman to ensure all workers are accounted for. The project foreman will then provide an accurate head count to the project Superintendent.

Any workers not accounted for will be presumed to still be on site, and police and fire department will begin looking for anyone not accounted for. It is vital that all foreman and workers understand the importance of this evacuation plan and the consequences of not following the plan outlined.

### **MUSTER POINT**



## NEAREST MEDICAL FACILITY INFORMATION

Emergency Services	
Urgent Care Medical Facility	AFC Urgent Care Worcester 117 Stafford St, Worcester, MA 01603 T: 508.755.4010

The screenshot displays a Google Maps navigation interface. The starting point is 'Doherty Memorial High School, 299 High School St, Worcester, MA 01603' and the destination is 'AFC Urgent Care Worcester, 117 Stafford St, Worcester, MA 01603'. The route is highlighted in blue and orange, indicating traffic conditions. The estimated travel time is 9 minutes, and the distance is 3.0 miles. The route is via Park Ave. The interface also shows various navigation options such as 'Leave now', 'Send directions to your phone', and 'DETAILS'. At the bottom, there are icons for 'Restaurants', 'Hotels', 'Gas stations', 'Parking Lots', and 'More'. The map shows the surrounding area, including Worcester State University, Beaver Brook, Columbus Park, and Main South.

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*\*This is a Smoke-Free Project per the Massachusetts Education Reform Act.  
This includes cigarettes, cigars, pipes and vaping.*

*“ No Smoking” Signs will be posted throughout the project.*

## Introduction

Communication and training is an integral part of the program, and should be emphasized over the duration of the project. In order to facilitate the above, every employee on site shall follow the established policies and procedures, report hazardous conditions and mitigate “areas of concern” before an illness, injury, near miss or other incident is realized. Contractors as well as other persons on this site are obligated to follow the same rules and regulations that have been implemented for the contractors in accordance with the requirements of, but not limited to; the federal Environmental Protection Agency (EPA), the Occupational Safety and Health Administration (OSHA) or other state and local agencies, and this safety program.

The goal of this program is to provide a healthy and safe working environment for everyone as well as to protect the site and the environment to the best of our ability.

## Scope

The City of Worcester has recently selected Fontaine (in a joint venture with Dimeo Construction Company) to serve as their CM for the largest project in the City’s history. The Worcester Doherty Memorial High School is a 422,000 SF new state-of-the-art high school with a projected construction budget of \$240 million. This large-scale and highly complex project poses a number of challenges. Foremost, the project will be constructed on the grounds of the fully occupied existing school (with an enrollment of 1800 students). The phasing of the project is driven significantly by the logistics required to keep the existing school operating safely.

## Primary Requirement

Fontaine Bros Inc.” shall make all personnel on site, including sub-contractors aware of this site-specific safety plan, and emergency action plan(s), prior to initiation of work when practical. This notification shall include; site specific program content, special project concerns and hazards, owner modifications, the training requirements for the project, including the day and time of the “tool box” talks, the reporting of hazards, illnesses, injuries and “near-misses”, any dangerous or out-of-service equipment, and the location of all the plans, manuals, SDS and JHA. All reports, including accidents, incidents, out-of-service equipment and other information related to this plan shall be submitted to the Project Manager/Site Superintendent for corrective action and distribution.

## SAFETY VISION AND GUIDING PRINCIPLES

Fontaine Bros Inc. is committed to working with you to provide a healthy and safe place in which to work. The prevention of accidents and injuries to employees is our prime objective. All personnel are expected to take an active and constant interest in the prevention of accidents. We call upon all employees to use good common sense in all their actions, take a second to think of the consequences to your fellow employees. We cannot overemphasize that all employees must do their part to minimize accidents. Pre-planning all activities and communication with the Fontaine project team is vital to providing a healthy and safe work place. Fontaine Bros. is a family owned and operated company and we consider all workers a part of our family. Together we are all building a safer future.

### **Please show your support by demonstrating the following:**

1. Observing Company safety policies
2. Pre-plan all activities with your company's designated competent person
3. Keeping Work Areas Free of Unsafe Conditions
4. Avoiding and Elimination Unsafe Acts
5. Promptly Reporting Unsafe Acts and Conditions
6. Reporting All Accidents Immediately

Fontaine Bros. realizes that accidents cause suffering and pain. We value each of you as individuals and hope you will cooperate with us in this important endeavor. Any constructive criticism or suggestions toward improving safety on any of our jobs will be given prompt and careful consideration.



David Fontaine, Sr.  
President of Fontaine Bros., Inc.



David Fontaine, Jr.  
Vice President of Fontaine Bros., Inc.

## SAFETY MISSION

*A primary goal of Fontaine Bros Inc. is to eliminate or control both known and potential safety and health hazards which employees face on the job.*

### **In order to do so, we must adhere to the following guidelines:**

- Safety and Health are a shared responsibility. Everyone from the top management to supervisors to each and every worker must take ownership of his/her own safety and that of their co-workers.
- Pre-plan all activities. Plan the work, work the plan.
- Conduct weekly safety meetings with workers.
- Maintaining a safe and healthful work environment is not just an idea, it is top priority.
- It is everyone's job to identify hazards and to correct them or report them in a timely manner.
- Where hazards cannot be completely eliminated, they must be reduced through engineering and/or administrative controls or, as a final precaution, through the proper use of personnel protective equipment.
- Every individual will be trained to perform work safely. Should an individual feel inadequately trained to perform certain tasks, he/she shall immediately discuss the problem with his/her foreman.
- As a condition of employment, each employee must consistently work in a safe manner.

## SITE SECURITY

### **Pedestrian, Personnel and Vehicle Protection**

- Fontaine Bros Inc.” shall discuss site security and personnel and vehicle safety with the owner, before any work is initiated.
- It is the responsibility of Fontaine Bros Inc.” to, when necessary, meet with and address any issues that may fall under the jurisdiction of the local fire and police departments.
- Contractors, coordinating with Fontaine Bros Inc.” shall take steps necessary to protect the public and maintain work areas that meet or adjoin public ways, sidewalks, building entrances (aisles, corridors, lobbies and other common areas), stairways and roads.
  - The contractor shall erect, install and maintain the appropriate barricades, barriers, fences, guardrails, overhead protection, partitions, signs, shields, and/or other interim controls protect the health, safety and well-being of the general public.
    - Warning signs must be conspicuously posted and adequate in number for protection of the general public.
    - When signs used for exits must be temporarily blocked or obstructed, the signs shall be covered or otherwise blanked to prevent use.
- Temporary exits shall be identified from the former exits with new signage with directional arrows to permit safe egress of the public and workforce.
- The Exit signs shall be red or green in color, with each letter at least 6” in height with a ¼” stroke (width).
- Work shall only be performed during appropriate hours, subject to the requirements of the city or town, and as specified by contract.
- All guardrails to protect the general public and workforce from the potential of fall shall be of adequate strength, and shall be able to withstand a down and outward pressure of 200lbs, in accordance with OSHA

### **Smoking**

Smoking is not allowed on school grounds!

## CODE OF SAFE WORK PRACTICES

### Personal Protective Equipment and Project Safety Requirements:

1. Hard hats are required at all times.
2. Safety glasses are to be worn when working on site.
3. Face shields required any time when cutting metal.
4. Class 2 High Visibility Clothing required at all times per latest version of ANSI 107.
5. Work pants are required.
6. Work boots are required.

Fontaine Bros Inc. managers and supervisors play a key role in the prevention of accidents on the job. They have direct contact with the employees and know the safety requirements for various activities being performed. If they feel the activity is being performed in an unsafe manner, they have the ability to shut down the activity until the hazards are addressed.

### Safety responsibilities for these individuals include:

1. Enforce all safety rules in the Code of Safe Practices and ensure safe work procedures.
2. Pre-plan all activities.
3. Verifying corrective action has been taken regarding safety hazards and accident investigations.
4. Conducting periodic documented inspections of the work sites to identify and correct unsafe actions and conditions that could cause accidents
5. To act as a leader in company safety policy and setting a good example by following all safety rules
6. Becoming familiar with local, state, and federal safety regulations. The Safety Director is available for assistance
7. Train all new and existing employees in proper safety procedures and the hazards of the job
8. Instruct all employees, under their supervision, in safe work practices and job safety requirements
9. Hold weekly safety meetings with employees
10. Ensure employee proficiency when assigning work requiring specific knowledge, special operations or equipment
11. Ascertain that all machinery, equipment, and workstations are maintained in safe working condition and operate properly.
12. Correct unsafe acts and conditions that could cause accidents
13. Communicate with all employees about safety and accident prevention activities
14. Correct the cause of any accident as soon as possible
15. Ascertain that proper first aid and firefighting equipment is maintained and used when conditions warrant its use
16. Maintain good housekeeping conditions at all times
17. Investigate all injuries and accidents to determine their cause and potential corrective action
18. Ascertain that all injuries involving our employees that require medical attention are properly treated and promptly reported to the office

**Every worker is responsible for working safely, both for self-protection and for protection of fellow workers. Employees must also support all company safety efforts. Specific employee safety responsibilities include:**

1. If you are unsure how to do any task safely, ask your supervisor.
2. Read and abide by all requirements of the Safety Manual.
3. Know and follow the Code of Safe Practices and all company safety policies and rules.
4. Wear all required personal protective equipment.
5. Report all accidents and injuries, no matter how minor, to your supervisor immediately.
6. Do not operate any equipment you have not been trained and authorized to use.
7. Report any safety hazards or defective equipment immediately to your supervisor.
8. Do not remove, tamper with or defeat any guard, safety device or interlock.
9. Never use any equipment with inoperative or missing guards, safety devices or interlocks.
10. Never possess, or be under the influence of, alcohol or controlled substances while on the premises.
11. Never engage in horseplay or fighting.
12. Participate in, and actively support, the company safety program.

## TRAINING

Training must be provided by competent person/qualified person and documented or “certified” as required. Training must be provided for all personnel, specific to the types of work being performed by same.

- Training must be provided and documented for, but shall not be limited to; Fall Protection, Fork Lifts (Powered Industrial Truck Standard), Lockout/Tag out, Personnel Lifts, Respiratory Protection, welding certifications, scaffolding etc.
- All employees must have proof of OSHA 10-Hour Training
- All persons must complete New Employee Orientation prior to the start of work or as practical.

Some training can be provided through “Tool Box” talks, training or similar. Contractors must have proof of training, which can include, but is not limited to:

- Sign-in sheets
- Quizzes
- Training can also be provided by an outside agency or company with special knowledge on the topic being covered.
- Trainer must be competent in the subject material
- Sign in sheets or quizzes can be used for record of attendance
- Trainer providing the information shall provide a copy of training documentation, including information covered

A copy of the training documentation and the accompanying rosters should be maintained by Fontaine Bros Inc. The Tool Box / Training Sessions for this project or site shall be held once a week at a minimum

## JOB HAZARD ANALYSIS (JHA)

A JHA shall be developed for all activities, as well as for major construction operations. The analysis shall be performed by a competent person and identify the steps, hazards and controls to be implemented and shall be appropriately documented. JHA is to be used as a well thought out evaluation of the activity being performed, and shall be made available for review and training for personnel performing the identified work.

A copy of the JHA shall be provided to Fontaine Bros., Inc. for review.

**\*See appendices for the JHA form.**

## PROJECT SAFETY ORIENTATION

All new employees shall receive safety orientation. Each employee will receive a New Employee Orientation provided by the Construction Management Team. The orientation session will include a summary of the key aspects of the Fontaine Bros Inc." Policy and identification of hazards of the site.

**Orientation attendance shall be documented.**

### Program Enforcement

#### Each Subcontractor:

- Shall assume responsibility for the safety programs enforcement by his/her foremen
- Shall see that all accidents or losses are properly investigated and the information passed on to the construction manager in a timely manner
- Shall see that all new employees receive proper safety training
- Shall provide all proper (PPE) including hard hat, safety glasses, and vest for each worker
- Shall enforce proper use of PPE
- Shall hold weekly Safety Meetings and return signed attendance sheets to the construction manager
- Shall assist with accident investigation to insure proper reporting and documentation, using the information to prevent future loss incidents from occurring.
- During job progress audits, the foreman should be alert for hazardous conditions which could cause a lost time injury or property damage and unnecessary costs to the company
- Shall have the conditions corrected immediately or remove employees from exposure
- Contact the construction manager and communicate the hazard, identify the hazard and its specific locations so that formal contact can be made.
- Shall ensure all workers have been CORI checked, if required.

## EMPLOYEE ORIENTATION

Each individual being hired to work at this jobsite will be required to attend an Employee Orientation session prior to beginning employment. The goal of the employee orientation session is to familiarize each employee with the policies and procedures of the work site.

The following is an outline of the items to be reviewed at each session:

- Review the Emergency Evacuation Plan
- General Site Safety Practices
- Safety and Loss Control Policy
- Review of Safety Manual/Procedures
- Make copies of safety certifications

At the conclusion of the orientation, the employees will be given the Fontaine Safety verification form to fill out. At this time the employee will provide certification of training such as, OSHA 10/30, Hoisting License, etc. The company representative should review the completed Safety and Health Information for any potential work limitations and advise the Project Manager/Foreman accordingly. The employee then proceeds to the jobsite, and reports to the project foreman for employment.

**\*See appendices for the orientation packet and verification form.**

## EMERGENCY ACTION PLAN

### Fire Alarms/Air Horn

All employees and visitors are required to evacuate the building or site in the event of a fire alarm or airhorn, regardless of cause or time.

1. For reasons of muster, Fontaine Bros Inc." shall, before any work is initiated, identify specific muster paint area for each contractor, trade or manageable group.
2. Muster areas shall be > 50' from the building.
3. The Muster Area for this project will be outside the Fontaine Bros Inc. Field Office Trailers unless otherwise directed by the superintendent or safety director.
  - It is the responsibility of the individual group, (by contractor, trade etc.), to determine whether or not all of their personnel evacuated the building, and if not, to report the names of the missing (or unaccounted person(s)) to the Fontaine Superintendent or fire department incident commander, the local police/security department, and the project superintendent.

### Fire

In the event of an actual fire or smoke condition, the previously identified (through training) procedures shall be followed: Notify all persons in the immediate area of the fire to initiate evacuation.

- Close the door to the fire area/room to contain the fire and/or smoke condition after everyone has left area.
- Activate Alarm (fire alarm, air horn or other suitable warning device) to initiate building evacuation.
- Evacuate the building
- Phone Police (911)

### Medical Emergency

Emergencies (which include significant lacerations, amputations, head, neck or back injuries, loss of consciousness, allergic reactions, diabetic emergencies, seizures, difficulty breathing, stroke and unknown illness or injuries) shall require the response of an ambulance. 911 or the local emergency number; Unless required for reasons of personal safety (such as explosion, fire, structural failure etc.), no person needing emergency first aid shall be relocated, as this may compromise their health, safety and well-being.

- A designated person shall be identified to meet the ambulance at a pre-determined location, and direct the ambulance crew into the area or building where the incident has occurred.

### First-Aid

Every work site shall have access to at least one first-aid kit in a weatherproof container. The first-aid kit will be inspected regularly to ensure that it is well stocked, in sanitary condition, and any used items are promptly replaced. The contents of the first-aid kit shall be arranged to be quickly found and remain sanitary. First-aid dressings shall be sterile and in individually sealed packages.

Drugs, antiseptics, eye irrigation solutions, inhalants, medicines, or proprietary preparations shall not be included in first-aid kits unless specifically approved, in writing, by an employer-authorized, licensed physician.

Other supplies and equipment, if provided, shall be in accordance with the documented recommendations of an employer-authorized licensed physician upon consideration of the extent and type of emergency care to be given based upon the anticipated incidence and nature of injuries and illnesses and availability of transportation to medical care.

Each project will have a Blood-Borne Pathogens Kit for the safe cleaning of surfaces contaminated by blood or other bodily fluids.

Proper equipment for the prompt transportation of the injured or ill person to a physician or hospital where emergency care is provided, or an effective communication system for contacting hospitals or other emergency medical facilities, physicians, ambulance and fire services, shall also be provided.

**The emergency contact numbers and directions to following emergency services in the area shall be posted in the Fontaine Bros. Field Office trailer.**

1. A company authorized physician or medical clinic, and at least one alternate if available.
2. Hospitals
3. Police services
4. Fire-protection services

Prior to the commencement of work at any site, the Supervisor or Manager shall locate the nearest preferred medical facility and establish that transportation or communication methods are available in the event of an employee injury.

Each employee shall be informed of the procedures to follow in case of injury or illness through our employee orientation program, Code of Safe Practices, and safety meetings. Where the eyes or body of any person may be exposed to injurious or corrosive materials, suitable facilities for drenching the body or flushing the eyes with clean water shall be conspicuously and readily accessible.

### **Injury Reporting**

All injuries and illness shall be reported to both of the following person(s) immediately:

1. Employers foreman competent person
2. Fontaine Bros., Inc. representative

## PROCEDURES FOR INCIDENT REPORTING AND INVESTIGATION

**Purpose:** To establish a standard procedure for incident response, investigation, reporting and processing.

**Objective:** Establish means for loss reporting, tracking, and trending for analysis purposes.

**Contacts:**

- All Injuries must be reported to the Safety Director immediately: Mark Bisson @ 774-217-2216
- Any injuries to Fontaine Bros./Thunderbird employees contact: Charlene Metcalf @ 413-781-2020

### DEFINITIONS

**First Aid Cases:** First Aid Cases are considered “non-recordable” as defined by OSHA and can be defined as one-time treatment and subsequent observation of minor scratches, cuts, burns, splinters, which do not ordinarily require medical care, even though provided by a physician or registered professional personnel.

**Reportable Cases:** All other injuries that do not fall under the non-recordable description should be considered as recordable and reported as such.

- Any injury involving lost time (in addition to the day of the incident)
- Any injury involving restricted duty
- Medical only cases (stitches, strains, etc.)

**Serious Incidents:** Serious incidents are those that can be classified under any of the following:

- Occupational death(s), regardless of the time between injury and death, or the length of the illness
- Occupational illness or illnesses resulting in permanent or significant disabilities
- Project accidents that involve property damage greater than \$1000.

### REPORTING PROCEDURES

**Emergencies:** In the event of a catastrophe or major accident occurring on a project, the Safety Director must be notified as soon as physically possible. Every assistance will be rendered in completing and filing the appropriate reports with the insurance carrier and other agencies.

**In the event of a serious bodily injury occurring:**

1. Call Ambulance
2. Administer First Aid
3. Secure the Accident Scene
4. Contact Owner/Client representative
5. Complete an Incident Investigation Form
6. Call OSHA within 8 hours for any job related fatality or hospitalization of three or more workers from one incident

### **Injury to Fontaine/Thunderbird Employee:**

Immediately notify the main office, Charlene Metcalf @ 413-781-2020 and the Safety Director Mark Bisson @ 774-217-2216. The superintendent shall conduct the investigation and fill out the Fontaine Incident Investigation Report”. The Safety Director will complete the first report of injury report, required for the state where the project is located, and file same, with any other pertinent information to the insurance carrier.

### **Injury to Subcontractors Employee:**

Fontaine's Project Superintendent must be verbally notified by the subcontractor's foreman immediately that an accident has taken place and that one or more of his employees has been injured. Any injury, even minor in nature, requiring a visit to an outpatient medical clinic for treatment, must be reported to the Superintendent, and a Fontaine Bros. "Incident Investigation Report" will be filled out. The appropriate state form, usually referred to as "First Notice of Injury Report", must be filed by the worker's employer, if the injured worker requires anything more than first aid.

The Superintendent must then obtain the aforementioned "First Report" from the Subcontractor, and attach it to the Fontaine Bros. Incident Investigation Report, along with any other pertinent information, then submit a copy of all items to the Safety Director.

### **Damage to Property:**

Any property damage accident, whether project property or non-project property, must also be reported on the Fontaine Bros. Incident Investigation Report Form" as well.

The Fontaine Bros. Superintendent must verbally notify the Safety Director of any damage to property as soon as possible and submit the aforementioned written investigation reports within 24 hours. Maintain a copy of all accident reports on file at the jobsite.

### **Injury to Public:**

Follow investigatory procedures listed below in section C. Immediately complete the Incident Investigation Report and forward to the Safety Director.

### **Damage to Company Vehicles:**

Any company owned vehicle accident, involving personal injury, must be verbally reported immediately to Fontaine Bros. Safety Director. The accident must be recorded using an Incident Investigation Report Form and sent to the main office along with police reports, witness statements, photographs, etc. within 48 hours of the accident.

Any instances of fire, major theft or vandalism to a company vehicle shall be verbally reported to the Safety Director as soon as possible.

### **OSHA Record Keeping:**

Every job site office shall have the OSHA 300 form posted on the wall to record any injuries to Fontaine employees that may occur at that site during the current calendar year.

Each January federal OSHA laws require accidents and illnesses of company employees be summarized for the previous year and posted in the project site offices from February 1 thru April 30th (OSHA 300A Form).

**\*See appendices for the incident report form.**

The OSHA 300A "Summary of Work Related Injuries and Illnesses" for all years with copies of Fontaine employee accident reports will be kept in the Safety Department files indefinitely.

**Fontaine Bros. Record Keeping:**

All incidents will be logged in the company's "Incident Log" and a separate file kept for each incident, to include, General Liability, Workers Compensation, and property related incident.

1. All occurrences shall be investigated thoroughly. Superintendents shall utilize the **Fontaine Bros. Incident Investigation Report Form** for investigation of all incidents.
2. The following activities shall be conducted by the Fontaine Bros. Superintendent in the Accident Investigation process:
  3. The Project Superintendent shall investigate and provide a written report of all accidents.
  4. Investigate the accident. Find out WHO, WHAT, WHEN, WHERE, and HOW. Have a tape measure available to measure any distance information necessary to the investigation.
  5. Follow emergency procedure until the accident situation is stabilized. The Superintendent shall take photographs of the accident scene and the surrounding area. Indicate on the back of photographs the date photograph was taken, date of incident, what the photograph depicts, and who took it.
  6. Contractors, who have an automobile accident on jobsite property, involving their company-owned vehicle, must provide Fontaine Bros.'s Superintendent with a completed automobile accident report within 24 hours of the accident. State Motor Vehicle procedures for reporting automobile accidents will be complied by the Sub-contractors.
  7. Draw diagrams, mark-up drawings.
  8. Identify, assess, and secure any and all evidence to preserve for future reference
  9. Record status of construction at the scene at the time of accident. Indicate what work was in place and what work was going on.
  10. Determine how many subcontractors were working in the area, with how many workers each, and what activity they were performing.
  11. Identify witnesses and attempt to obtain telephone numbers. Record their names and employers. Try to interview them in private regarding accident description and cause. Ask them to sign a statement of description and cause.
  12. Obtain copies of reports by others (police, fire department, subcontractors, doctors, etc.).
  13. Immediately identify and outline any and all corrective actions taken to prevent re-occurrence. Ensure the corrective action taken is written in the Fontaine Bros. Incident Report Form.
  14. Provide written report as described to the Safety Director.
  15. A copy of all reports including hospital, fire, police etc., must be forwarded to the Safety Director within twenty-four (24) hours of occurrence.

**\*See appendices for the incident report form.**

## COMPLIANCE AND ENFORCEMENT

The compliance of all employees with our Safety Manual is mandatory and shall be considered a condition of employment. Fontaine Bros. reserves the right to immediately remove any worker from any of our projects. The following programs will be utilized to ensure employee compliance with the safety program and all safety rules:

- Training Programs/Verbal Warning
- Retraining/Written Warning
- Disciplinary action/Immediate removal from the project

### Training Programs

The importance of safe work practices and the consequences of failing to abide by safety rules will be covered in the Employee Safety Orientation and safety meetings. This will help ensure that all employees understand and abide by company safety policies.

### Retraining

Employees that are observed performing unsafe acts or not following proper procedures or rules will be retrained by their supervisor. A Safety Contact Report may be completed by the supervisor to document the training. If multiple employees are involved, additional safety meetings will be held.

### Disciplinary Action

The failure of an employee to adhere to safety policies and procedures can have a serious impact on everyone concerned. An unsafe act can threaten not only the health and well-being of the employee committing the unsafe act but can also affect the safety of his/her coworkers and customers. Accordingly, any employee who violates any of the company's safety policies will be subject to disciplinary action, including immediate removal. As the controlling contractor, Fontaine Bros. reserves the right to immediately remove any worker from any of our projects.

*Note: Failure to promptly report any on-the-job accident or injury, on the same day as occurrence, is considered a serious violation of the Company's Code of Safe Practices. Any employee who fails to immediately report a work-related accident or injury, no matter how minor shall be subject to disciplinary action.*

Employees will be disciplined for infractions of safety rules and unsafe work practices that are observed, not just those that result in an injury. Often, when an injury occurs, the accident investigation will reveal that the injury was caused because the employee violated an established safety rule and/or safe work practice(s). In any disciplinary action, the supervisor should be cautious that discipline is given to the employee for safety violations, and not because the employee was injured on the job or filed a Workers' Compensation claim.

Violations of safety rules and the Code of Safe Practices are to be considered equal to violations of other company policy. Discipline for safety violations will be administered in a manner that is consistent with the company's system of progressive discipline. If, after training, violations occur, disciplinary action will be taken as follows:

1. Verbal warning \*Possible monetary fine
2. Written Warning with 3 day suspension \* Possible monetary fine
3. Termination from the project \*Possible monetary fine

As in all disciplinary actions, each situation is to be carefully evaluated and investigated. The particular step taken in the disciplinary process will depend on the severity of the violation, employee history, and regard to safety. Managers and supervisors should consult with the office if there is any question about whether or not disciplinary action is justified. Employees may be terminated immediately for willful or extremely serious violations. Union or contract employees are entitled to the grievance process specified by their contract. \*Note: Monetary Fine Classification System is located at the end of this document.

## WEEKLY SITE SAFETY INSPECTIONS

### **Predictive Solution Site Inspection Reports:**

The Fontaine Bros. Safety Director shall visit the projects on a weekly basis to conduct safety audits to assure compliance with the Fontaine Bros. Health and Safety Program and all OSHA regulations. Fontaine Bros. has contracted with Predictive Solutions (Safety Auditing Software) in order to document deficiencies and score the project on a 0%- 100% basis. The Predictive Solutions system produces a report that is forwarded to the Project Superintendent and project team as a record to assure that deficiencies are corrected. An “open issues” e-mail is generated and sent to superintendents until the open item (s) are closed by the superintendent.

From either the initial report, or a recurring “open issues report”, the method of close out is the same. On the far right hand side of the report, it will say “edit”. To close out the item, click on edit. Another box will pop up with only the information from that observation. Approximately halfway down the page, one of the items will say “corrected”. As the item is open, it will default to no. To close that item out, under “corrected”, click the button from “no” to “yes”. Once that is done, underneath “corrected”, choose from the drop down menus the appropriate response for “corrected by” and “action taken”. Once that is completed, enter the completed date and time. Under the time, complete the section “updated by” by entering the name of the person updating the item. Once the “updated by” section is completed, enter as needed, any comments in the box labeled “Recommendation Comments”. Once all of the information is entered, click on “save and close” at the bottom of the box. The item will now be closed in the database. Note that the report will not change. There is no need to repeat closing the same item. If the item is closed from an inspection report, then no open issues report will come out the following morning. If the item is closed from an open issues report, then it will be dropped from the report the following day. If it was the only item on an open issues report, then no report will come out the following morning.

**Superintendents:** It is the superintendent’s responsibility to close out any construction safety or monthly management open issues. Supers are set up to get each inspection report as well as daily open issues reports for the inspection types noted above.

## OSHA INSPECTIONS

The Occupational Safety and Health Administration is part of the U. S. Department of Labor. The OSH Act was promulgated to insure every working man and woman in the nation a safe and healthful working environment and to preserve our human resources. This said, it falls upon all of us to make sure we meet this requirement in our work places.

Our first, best line of defense is the Field Foreman, the person responsible for the day-to-day operation of a construction project. This individual is also known as the “Competent Person”, meaning he is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous or dangerous to employees, AND has the authorization to take prompt corrective measure to eliminate them. The Competent Person is so designated by the employer.

The best practice for an inspection is preparedness. Following the guidelines in the manual will assist you. Here is a brief guide to the steps in an inspection. There may be some variations depending on the Compliance Officer.

*NOTE: Discuss if you have questions but NEVER ARGUE with the C.O.*

The Compliance Officer arrives on site and presents his credentials to the General Contractor (Prime or Construction Manager). (Now is the time for you to notify the office and call your Safety Director). He will review the G.C.’s site specific written program as well as the method by which safety is managed on site. If certain criteria are met, he may conduct a “focused inspection”. This is a short form inspection and it is often dealt with quickly.

### **Typically, a General, Comprehensive Inspection follows this pattern:**

1. Show you their credentials, if they do not have a business card take a picture of their actual credentials.
2. Hold a Pre-inspection Meeting. At this time they will state the reason for the inspection; A formal complaint, or they witnessed a violation, and they will state if they are opening the project to a full or partial inspection. If they are opening the project to a full inspection he will call in all subcontractors foreman and union representatives to participate in the Pre-inspection meeting.
3. Site Inspection. During the site inspection bring a tape measure and a camera and take pictures of everything that they are sighting as a violation during the walk.
4. Post site inspection meeting. Request this meeting at the pre-inspection meeting. During the post site inspection meeting the OSHA representative will outline all violations they will be issuing from the walk. This is important to ensure that we are able to immediately correct any violations outlined and also that the OSHA representative cannot add on any further violations after the fact.

### Typical Serious Hazard Definitions

1. Hot Work/Fire hazards
2. Lack of fall protection
3. Objects falling from above which could strike and injure an employee working below
4. Open-sided floors and unprotected floor openings where a fall would result in serious injury or death
5. Trenching and excavations which are not protected from cave-in or slide
6. Unprotected energized electrical systems/parts which would result in electrocution
7. Lack of grounding of temporary wiring, flexible cords, electrical tools, etc. or ground fault circuit interrupters which could cause electrical shock or electrocution
8. Environmental hazards such as toxic fumes, toxic mists, or dusts, etc.
9. Lack of life safety, fire extinguishers, exit signage, etc.

**\*See appendices for the safety violation notice.**

## MEANS OF EGRESS

All means of egress within the area or building shall be properly maintained for health and safety reasons.

- Personnel must be able to enter and exit the area, building or facility without hazard.
- All corridors and other walk / work surfaces shall be free of accumulated dust(s) and waste.
- Boxes, cardboard and other combustible material shall be kept to a minimum to reduce the risk of fire.
- Cords and other potential trip hazards shall be run along the base of the wall or overhead.
  - Cords run overhead shall not be run above ceilings, ceiling grids or through walls.
  - Cords run overhead should be hung by non-metallic means such as rope, string or tape.
- Corridors shall not be used for the storage or placement of gases.
  - Combustible storage should be placed in a separate area or room, in case of fire.
  - Equipment should be properly stored to prevent trip and fall, and for ease of retrieval.
- Flammable Gas and Liquid storage shall be kept to a minimum, and shall be stored in a manner acceptable to the owner and the local fire department.
  - Flammable gases and liquids shall not be placed or otherwise stored in a “means of egress”, such as a corridor or exit.
  - Flammable and combustible liquids shall be placed in approved metal (self-closing) cans and Flammable Storage Cabinets.
- If a stairwell must be removed, or temporarily made inaccessible, it shall be the responsibility of Fontaine Bros Inc.” to create another means of emergency egress, which could include, but is not limited to;
- Ladders to lower floor or ground
- Access to scaffold/staging
  - Whenever an Exit is temporarily closed or relocated, Fontaine Bros Inc.” shall make the following site modifications;
    - Cover or remove any reference to the existing signage
    - Post exit signage at the new location and
    - Direct employees and visitors to the new or temporary exit, as required

All means of egress must be properly identified, as required by the building official and OSHA. At a minimum the EXIT sign must be;

- Green or Red in color and be at a minimum of 6 inches in size
- At least 2’ above the floor
- Easily recognizable
- All **EXIT** signs that no longer serve an actual exit, must:
  - be covered to prevent confusion
  - shall have alternative exit signage (with arrows) in place to re-direct occupants to the new exit.
- Lighting is the responsibility of Fontaine Bros Inc.”, or their identified designee. Adequate illumination must be maintained at all times for reasons of safety.
- Emergency lighting is required in areas where work may be necessary at night, or in locations below grade, in cases of power failure
- All temporary lighting must have the appropriate guards, as required
- The wattage of the light bulbs shall not exceed the manufacturers specifications for the light fixture

## HOUSEKEEPING

- Contractors are responsible for the overall housekeeping practices on the site.
- In the event contractors do not comply, the service will be subcontracted to others and the responsible contractor/ subcontractor may be back-charged.
- As a minimum, the aisles, exits and other parts of the means of egress shall be properly maintained and free of unnecessary storage and waste.
- Sawdust and other combustible materials such as cardboard and paper shall be removed daily to reduce the risk of injury and fire.
- Trip and fall hazards shall be removed as soon as possible, especially in areas considered to be walk / work surfaces
- Dumpsters > 6 cubic yards in size, located on a construction site require a permit from the fire department.
  - The dumpster shall not be placed up against the building under construction, unless approved by the local fire department.
  - The dumpster, in accordance with the requirements of the building code shall be immediately emptied, when full.

Housekeeping practices on this project is extremely important. In order to reduce the risk of fire, prevent injuries and reduce the risk of a regulatory inspection, housekeeping must be maintained.

- Waste shall be discarded in a suitable container.
- Sawdust and rags should be placed in a metal (approved) container with tight (proper-fitting) lid.
- All waste containers (inside the building) shall be emptied at least daily.
- Corridors and other walk / work areas shall not be used for storage.

## PERSONAL PROTECTIVE EQUIPMENT

### Eye Protection

Contractors shall be responsible for employees wearing the appropriate personal protective equipment on the construction site, if there is an exposure to a hazardous condition, or if regulations require the use of specified equipment to reduce the hazards on site.

- Safety glasses shall be worn when working on site.
- Prescription safety glasses (that meet Z87 ANSI Rating) shall have side shields in place, if being used as safety glasses.
- Goggles shall be worn whenever chemicals are used, or there is a splash potential.
- Face Shields are secondary protection and are required when cutting metal; (chopsaw, grinder and gas cut off saw). They must be worn over safety glasses.

### Fall Protection

- Fall protection is required at 6 feet for all employees working on site.
- Shall be supplied and maintained by the employer.
- All contractors are responsible for the proper use of fall protection on site.
- All fall protection equipment shall be properly inspected before use, and shall be maintained in accordance with the requirements of the manufacturer
- Fall protection shall be kept clean and stored in appropriate containers (when not in use) to protect it from environmental conditions and other damage

### Foot Protection

- Appropriate footwear is required. No sneakers, sandals, etc.
- Foot protection shall be work-type specific (i.e. EH – Electrical Hazards, Metatarsal, Etc.)

### Hand Protection

- Hand protection shall be used when required by the activities

### Hearing Protection

All employees shall be provided with hearing protection to reduce the dB levels in accordance with OSHA requirements.

- The contractors shall make the following hearing protection available:
  - Ear Plugs
  - Ear Muffs
  - Other Engineering Control

### Head Protection

- Hard Hats shall be worn at all times.

### High Visibility Clothing

- High visibility Class 2 or greater outerwear is required on this project at all times.

## SAFETY REQUIREMENTS

### Stairways and Ladders

- Read and follow the manufacturer's instruction label affixed to the ladder.
- Only Type 1AA, Type 1A, Type 1, and Type 2 ladders shall be used on this project. Do not exceed the rated load capacity.
- All ladders shall be inspected before use, and shall be removed from service if broken, damaged or unsafe
  - Do not use ladders that have loose rungs, cracked, or split side rails, missing rubber footpads, or are otherwise visibly damaged.
  - The above referenced ladder must be tagged "Do Not Use" and reported to the supervisor by the person performing the inspection
  - Ladders shall not be painted or covered in any manner that will hide cracks and other defects
  - Ladders shall have all of the appropriate warning and danger labels in place, maintained in legible condition
- Ladders must be utilized in a manner specified by the manufacturer
- Allow only one person on the ladder at a time.
- Fontaine Bros Inc." shall determine the type of fall protection that shall be used when working with a ladder on the job site
  - Tying the ladder off, or having a person "spot" the ladder are possibilities
- The ladder must be the appropriate size and type for the work being performed
- Metal ladders shall not be used around electrical equipment such as power lines, transformers and electric panels
- Do not stand on tables, chairs, boxes or other improvised climbing devices to reach high places. Use the ladder or stepstool.

### Extension or Straight Ladders shall:

- Be pitched at the required 4:1 ratio
- Be tied or otherwise secured to the structure or elevated surface to prevent tipping or falling. Do not use the rope designed for adjusting the ladders height to secure the ladder.
- Be extended at least 3 feet above the elevated surface to be accessed
  - The top 3 rungs of the extension, or straight ladder shall not be used as a step

### Fixed Ladders shall:

- Be made and installed for the environment it is intended to serve
- Be manufactured and installed in accordance with the ANSI Standard for Fixed Ladders
  - Construction
  - Elevations
  - Fall protection
  - Spacing from walls (> 7" from wall to rung)
- Both permanent and temporary fixed ladders
- Be inspected by a "competent person" for structural integrity and general safety

Job Made Ladders shall:

- Be constructed in accordance with the requirements of OSHA and ANSI

Step Ladders:

- Be opened completely with spreaders locked in place
- Not be used as straight ladders
- Be tall enough to perform the necessary work
- Do not stand on the top two rungs of any ladder
- Do not carry items in your hands while climbing up or down a ladder.

### **Lifting Procedures**

1. Plan the move before lifting; ensure that you have an unobstructed pathway.
2. Test the weight of the load before lifting by pushing the load along its resting surface.
3. If the load is too heavy or bulky, use lifting and carrying aids such as hand trucks, dollies, pallet jacks and carts, or get assistance from a co-worker.
4. If assistance is required to perform a lift, coordinate and communicate your movements with those of your co-worker.
5. Position your feet 6 to 12 inches apart with one foot slightly in front of the other.
6. Face the load.
7. Bend at the knees, not at the back.
8. Keep your back straight.
9. Get a firm grip on the object using your hands and fingers. Use handles when they are present.
10. Hold the object as close to your body as possible.
11. While keeping the weight of the load in your legs, stand to an erect position.
12. Perform lifting movements smoothly and gradually; do not jerk the load.
13. If you must change direction while lifting or carrying the load, pivot your feet and turn your entire body. Do not twist at the waist.
14. Set down objects in the same manner as you picked them up, except in reverse.
15. Do not lift an object from the floor to a level above your waist in one motion. Set the load down on a table or bench and then adjust your grip before lifting it higher.
16. Never lift anything if your hands are greasy or wet.
17. Wear protective gloves when lifting objects that have sharp corners/jagged edges.

### **Power Tools**

- All hand and power tools shall be maintained in safe condition.
  - Electrical cords shall be without damage or splice.
    - Badly twisted primary and extension cords shall be removed from service
  - On all construction sites, the use of Ground Fault Circuit Interrupters (GFCI) is required.
  - When the electrical service has been completed, inspected and approved for the site, and the temporary service has been removed or is no longer in use, the use of GFCI (including pigtails and fixed) is still required.

- Guards shall be used on all equipment with exposed and moving parts that have the potential to place employees at risk.
  - Guards shall have openings small enough to prevent accidental finger access/exposure
  - Guards removed for maintenance and repair shall be replaced immediately after the work is performed
  - If the guard(s) must be removed, the power to the equipment, machine or power tool shall be unplugged or de-energized by circuit breaker or disconnect.
    - See Lock-Out / Tag-Out requirements in the Electrical section
- Blade guards are required for all table saws
  - Push-sticks shall be located next to, and shall be used for work on table saws, as required.
- Air compressors used for pneumatic equipment shall not be used for removing dust or other particulates from clothing or equipment / tools unless the pressure has been regulated down to below 15 psi.
- Any and all tools found to be damaged or defective shall be removed from service, and tagged “Do Not Use” to prevent accidental use. Damaged or defective equipment and tools shall include, but not be limited to;
  - missing ground (pin)
  - equipment and tools from which a shock was received
  - equipment, tools and cords that have been taped to cover physical damage
- Contractors using tools in hazardous areas shall verify that the equipment or tools can be used in that type of environment.
  - Flammable and Combustible Liquids - Intrinsically Safe Equipment
  - Wet Areas - Ground Fault Circuit Interrupters

## Saws

- Any automatic cutoff saw that strokes continuously without the operator being able to control each stroke shall not be used.
- Saw frames or tables shall be constructed with lugs cast on the frame or with an equivalent means to limit the size of the saw blade that can be mounted, to avoid over-speed caused by mounting a saw larger than intended.
- A mechanical or electrical power control shall be provided on each machine to make it possible for the operator to cut off the power from each machine without leaving his position at the point of operation.
- All portions of the saw blade shall be enclosed or guarded, except for the working portion of the blade between the bottom of the guide rolls and the table. Band saw wheels shall be fully encased. The outside periphery of the enclosure shall be solid. The front and back of the band wheels shall be either enclosed by solid material or by wire mesh or perforated metal. Such mesh or perforated metal shall be not less than 0.037 inch (U.S. Gage No. 20), and the openings shall be not greater than 3/8". Solid material used for this purpose shall be of an equivalent strength and firmness. The guard for the portion of the blade between the sliding guide and the upper-saw-wheel guard shall protect the saw blade at the front and outer side. This portion of the guard shall be self-adjusting to raise and lower with the guide. The upper-wheel guard shall be made to conform to the travel of the saw on the wheel.
- Hand-fed circular ripsaws and hand-fed circular crosscut table saws. Unless fixed or manually adjustable

enclosures or guarding provides equivalent protection, hand-fed circular rip saws and hand-fed circular crosscut table saws shall be guarded as follows to keep employees clear of any danger zones.

- All cracked saws shall be removed from service.
- All table saws must be equipped with a magnetic disconnect switch. This device prevents automatic re-start of the saws motor after a power outage.

### Equipment Guarding

- Machine guarding shall meet the requirements of OSHA
- All exposed blades shall be guarded to prevent accidental injury
- All belts and pulley's will be protected with a suitable guard to prevent accidental contact
- All table saws shall have the appropriate blade guards, anti-kickback devices and push sticks
- The GC shall be responsible for determining what equipment shall have guards, and the appropriate guard for the equipment or machine.
  - Guards shall be used and installed in accordance with manufacturers specification

### Hand Tools

1. Inspect all hand tools daily
2. Use tool lanyards to keep tools from falling off scaffolds and other elevated work platforms.
3. Carry all sharp tools in sheaths or holsters.
4. Tag worn, damaged, or defective tools "Out of Service" and do not use them.
5. When handing a tool to another person, direct sharp points and cutting edges away from yourself and the other person.
6. Do not carry sharp or pointed hand tools such as screwdrivers, scribes, aviation snips, scrapers, chisels or files in your pocket unless the tool or pocket is sheathed.
7. Do not perform "make-shift" repairs to tools.
8. Do not use "cheaters" on load binders or "boomers."
9. Do not carry tools in your hand when climbing. Carry tools in tool belts or hoist the tools to the work area with a hand line.
10. Do not throw tools from one location to another, from one employee to another, from scaffolds or other elevated platforms.

### Lasers

- The contractors "competent Person(s)" is responsible for the use of Lasers on the job Site
- Lasers are regulated by their hazards. The laser(s) being used on his site are;
- Class I
- Class II
- Class IIIa
- Class IIIb
- Class IV
- Class II and IIIa lasers are often found on construction sites for the purpose of aligning and leveling.
- When the laser is not being actively used (breaks, lunch, or other extended periods of > 10 minutes) the laser shall be shut-off.

- The competent person must insure that all entrances to the work area where lasers are being used shall be labeled with the appropriate approved DANGER or WARNING signs that indicate that a Class II or IIIa laser is in use
  - Lasers must have appropriate labels, stickers and warnings affixed, which shall be maintained in good condition
  - Reflective surfaces, including mirrors shall not be located in areas where lasers are in use.
  - Specialized protective eyewear may be required

### **Knives/Sharp instruments**

1. When handling knife blades and other cutting tools, direct sharp points and edges away from you.
2. Store knives in knife blocks or in sheaths after use.
3. Carry knives with their tips pointed towards the floor.

### **Pneumatic Tools**

1. Do not point a compressed air hose at bystanders or use it to clean your clothing.
2. Do not use compressors if their belt guards are missing. Replace belt guards before use.
3. Turn the tool "off" and let it come to a complete stop before leaving it unattended.
4. Disconnect the tool from the airline before making any adjustments or repairs to the tool.
5. Engage positive locks on hoses and attachments before use.
6. Shut off pressure valve and disconnect airline when not in use.
7. Tag damaged or defective pneumatic tools "Out of Service" to prevent usage of the tool by other employees.

### **Powder Actuated Tools**

1. Only employer-authorized personnel, with a valid certification card may operate powder-actuated tools.
2. Wear safety glasses, goggles, or face shields when operating powder actuated tools.
3. Wear earplugs or earmuffs when making fastenings.
4. Do not permit bystanders in the area when using a powder-actuated tool.
5. Do not load tool until ready to make a fastening.
6. Keep tool pointed in a safe direction (away from personnel).
7. After use, lock powder actuated tools and powder loads in a container and store in a safe place such as a locker or the trunk of a car.

## FALL PROTECTION

In accordance with the requirements of OSHA 29 CFR 1926.500, all employers are required to provide fall protection equipment and training to their employees when working at elevations is 6' or more, above a lower level, which includes but is not limited to the ground, platforms, roof or dangerous equipment. Each subcontractor on this project is responsible for their employees, as well as to be sure the sub-contractor has a written fall protection program and a competent person, and shall have a "competent person" on-site at all times.

For this project, the following work activities and fall protection height requirements are;

- General Fall Protection 6'
- Excavations 6'
- Scaffolding / Staging 6'
- Roof Work 6'

For work on the roof, the contractor will utilize the following safety practices; *(Circle any or all that apply)*

- Fall Protection Equipment
- Guardrails
- Warning Lines

Guardrails shall be at least 42" in height (+/- 3") with mid rails and toe boards in place. If materials are placed on the elevated surfaces, higher than the level of the toe board, a protective measure shall be attached to the elevated surface (guardrail system) to prevent the storage from being displaced, over the edge of the toe boards. If the protective measure used is netting/screening or similar attached to the guardrail system is used on the exterior scaffold / staging, its use must be approved of by a "competent person" for the scaffolding / staging company and the local fire department for fire rating.

All wall openings, including windows with elevation differences >6' shall be properly protected with suitable guardrails or other recognized fall protection systems. When holes or openings are used for the passage of materials, such as through a window or elevated level of scaffolding/staging, the opening must be guarded on at least 3 sides when being used for the transfer of materials, and the 4th side, when not being used should be protected with a suitable (removable) guardrail or gate as specified by the competent person. Guardrails are required around points of access, such as a ladder-way. The open side of the opening shall have a gate, or be off-set to prevent person(s) from falling through or into the opening. When the use of ladders or stilts are required that places the user above the level of fall protection, the competent person shall select an appropriate means of fall protection to cover the increase in height.

Options include the use of harness and lifelines, extending the guardrail system up, or placing the workers in a guardrail system in an elevated platform. When using warning lines for fall protection, in place of guardrail systems, the warning lines must be;

- 15' from the leading edge
- Rigged and supported to a height of 39 – 45"
- The lowest point is 34" – 39"
- Be flagged every 6'

Fall Protection Equipment including, but not limited to harnesses, lanyards, deceleration devices, anchors, straps and other fall protection equipment shall be:

- Inspected by a competent person before each use for damage and deficiencies
- Any fall protection equipment that has been damaged, must be removed from service and labeled out-of-service.
- Kept clean and placed in suitable containers to prevent exposure to abuse, damage and adverse environmental conditions.
- Holes > 2" (inches) in diameter in a walk or work area must be covered to prevent items, materials and tools from falling through. All covers must be able to handle 2x the intended load.
- The hole cover must be labeled "HOLE"
- All covers must be secured to prevent displacement.
- All ramps, stairs and walkways, including those that are temporary are required to have hand / guard rails on both sides if there are > 3 steps, or a drop of > 6'.

### Roof Work

- All roof work which is greater than 6' above a lower level is required to have fall protection, including flat and low-slope roofs.
- A competent person must identify the appropriate means of fall protection to be used, for the work being performed.

For this project, the roof slopes are | No Slope (Flat):

< 4:12

> 4:12, < 6:12

> 6:12, < 8:12

> 8:12

The use of the following types of fall protection will be required: *(Circle any or all that apply)*

- Controlled Access Zones
- Guardrails
- Monitor(s)
- Scaffold/Staging
- Warning Lines
- Other

For this project the use of a roof monitor may/may not be permitted.

If a roof monitor is used as fall protection, the roof must be flat (no pitch) and less than 50' in length and width, the monitor is not permitted to perform any work, shall wear a reflective vest or blue hard hat and shall not permit any equipment to be running during the roof work.

Warning lines on the roof for fall protection must meet these requirements:

- Be placed at least 6' back from the roofs edge,
- Not be permitted (at any point) to be lower than 34" above the roof, and
- Be able to withstand a force of 16 lbs. applied at the stanchions
- No person, unless actually performing work between the warning line and the roofs edge is permitted outside of the warning line and must be tied of with a PFAS.

## SCAFFOLD SAFETY HIGHLIGHTS

1. Only qualified persons should design, build or inspect scaffolds. Each application must be planned to ensure that the scaffolding conforms to all specified assembly requirements.
2. Lean to scaffolds and makeshift platforms are prohibited.
3. Only materials currently being used should be stored on scaffolds. Materials are to be placed over cross members at all times. All materials should be removed from the scaffold nightly.
4. All scaffolds should be designed to carry four times the maximum intended load. At no time, should the scaffold be overloaded. Unstable objects such as barrels, boxes, and loose bricks should not be used to support scaffolds.
5. All scaffolds over ten feet high are required to have load footprints and limits that can be obtained from the scaffold manufacturer. A copy of all load footprints and limits should be given to any supplier stocking material on the scaffold.
6. All scaffolds must be maintained in safe condition and scaffolds damaged or weakened must be replaced immediately.
7. Scaffolds more than six feet above the ground must have standard guardrails and toe boards attached.
8. Scaffolds should be braced and tied horizontally and vertically at intervals according to specified regulations (20' vertically, 30' horizontally).
9. Mobile scaffolds should be equipped with guardrails, midrails, toe boards, and outriggers over 4'.
10. All casters should be locked. Mobile scaffolds should not be used if there is a change in the floor level elevation.
11. Scaffold tags should be completed and attached to each scaffold prior to it being used.
12. Safe access must be available to each working level at all times. Workers should never climb a scaffold's cross bracing. Both hands should be free of tools/materials when ascending or descending a scaffold. Employees should not propel themselves while working on scaffolds.
13. At the start of each shift, a competent person should inspect each scaffold for requirements of the standard and as needed.
14. Adjusting or leveling screw jacks must not be extended more than 12 inches of thread.
15. Swinging stages boatswain chains, floats and needle beams require special approval by a safety representative before use plus require independent life lines and required training.
16. All scaffold components must be inspected prior to installation.

## CONCRETE AND MASONRY

### Scope and Application

The standard, Subpart Q, prescribes performance-oriented requirements designed to help protect all construction workers from the hazards associated with concrete and masonry construction operations at construction, demolition, alteration or repair worksites. Other relevant provisions in both general industry and construction standards (29 CFR Part 1910 and 1926) also apply to these operations.

### General Requirements

Cleaning of masonry: No cleaning agents that contain acid shall be used.

### Construction Loads

Employers must not place construction loads on a concrete structure or portion of a concrete structure unless the employer determines, based on information received from a person who is qualified in structural design, that the structure or portion of the structure is capable of supporting the intended loads.

### Reinforcing Steel

All protruding reinforcing steel, onto and into which employees could fall, must be guarded to eliminate the hazard of impalement with a rebor cap

### Working Under Loads

Employees must not be permitted to work under concrete buckets while the buckets are being elevated or lowered into position.

To the extent practicable, elevated concrete buckets must be routed so that no employee or the fewest employees possible are exposed to the hazards associated with falling concrete buckets.

### Personal Protective Equipment

Employees must not be permitted to apply a cement, sand, and water mixture through a pneumatic hose unless they are wearing protective head and face equipment.

Employees must not be permitted to place or tie reinforcing steel more than 6 feet above any adjacent working surfaces unless they are protected by the use of a safety belt or equivalent fall protection meeting the criteria in OSHA standards on Personal Protective and Life Saving Equipment (29 CFR 1926 Subpart E).

### Equipment and Tools

The standard also includes requirements for the following equipment and operations:

- Bulk cement storage,
- Concrete mixers,
- Power concrete trowels,
- Concrete buggies,

- Concrete pumping systems,
- Concrete buckets,
- Tremies,
- Bull floats,
- Masonry saws, and
- Lockout/tagout procedures.

## CAST-IN-PLACE CONCRETE

### General Requirements for Formwork

Formwork must be designed, fabricated, erected, supported, braced, and maintained so that it will be capable of supporting without failure all vertical and lateral loads that might be applied to the formwork. As indicated in the Appendix to the standard, formwork that is designed, fabricated, erected, supported, braced and maintained in conformance with Sections 6 and 7 of the American National Standard for Construction and Demolition Operations- Concrete and Masonry Work (ANSI A10.9-1983) also meets the requirements of this paragraph.

### Drawings or Plans

Drawings and plans, including all revisions for the jack layout, formwork (including shoring equipment), working decks and scaffolds, must be available at the jobsite.

### Shoring and Reshoring

All shoring equipment (including equipment used in reshoring operations) must be inspected prior to erection to determine that the equipment meets the requirements specified in the formwork drawings. Damaged shoring equipment must not be used for shoring. Erected shoring equipment must be inspected immediately prior to, during, and immediately after concrete placement. Shoring equipment that is found to be damaged or weakened after erection must be immediately reinforced.

- Designed by a qualified designer and the erected shoring must be inspected by an engineer qualified in structural design,
- Vertically aligned,
- Spliced to prevent misalignment, and
- Adequately braced in two mutually perpendicular directions at the splice level. Each tier also must be diagonally braced in the same two directions.

Adjustment of single-post shores to raise formwork must not be made after the placement of concrete.

Reshoring must be erected, as the original forms and shores are removed, whenever the concrete is required to support loads in excess of its capacity.

## Reinforcing Steel

Reinforcing steel for walls, piers, columns, and similar vertical structures must be adequately supported to prevent overturning and collapse.

Employers must take measures to prevent unrolled wire mesh from recoiling. Such measures may include, but are not limited to, securing each end of the roll or turning over the roll.

## Removal of Formwork

- The plans and specifications stipulate conditions for removal of forms and shores, and such conditions have been followed, or
- The concrete has been properly tested with an appropriate American Society for Testing and Materials (ASTM) standard test method designed to indicate the concrete compressive strength, and the test results indicate that the concrete has gained sufficient strength to support its weight and superimposed loads.

Reshoring must not be removed until the concrete being supported has attained adequate strength to support its weight and all loads in place upon it.

## Limited Access Zone is Required;

- Equal to the height of the wall to be constructed plus 4 feet, and shall run the entire length of the wall;
- Restricted to entry only by employees actively engaged in constructing the wall; and
- Kept in place until the wall is adequately supported to prevent overturning and collapse unless the height of wall is more than 8 feet and unsupported; in which case, it must be braced. The bracing must remain in place until permanent supporting elements of the structure are in place.
- Workers not allowed under concrete buckets when being elevated or lowered.
- Workers must wear protective head, face, and eye equipment when placing concrete with a pneumatic hose.
- Manually guided concrete troweling machine must be equipped with automatic controls to shut off power when hands are removed.
- Compressed air hoses must be provided with positive fail-safe joint connectors.
- Concrete buckets must have positive safety features or similar devices to prevent accidental dumping.
- Tremie Sections must be secured with wire rope ( or equivalent materials) in addition to regular couplings or connections.
- Drawing or plans for the jack layout, framework, working decks, and scaffolds must be available on site.
- Shoring and Reshoring
  - Inspected prior to erection
  - Damaged equipment shall not be used
  - Inspected immediately prior to swing and immediately after concrete placement
  - Damaged equipment immediately removed from service
- No adjustments to single post shores to raise formwork made after placement of concrete
- Reshoring must be erected as original forms are removed

## MOTOR VEHICLES

All vehicles, regardless of size shall be operated by a competent, licensed operator in accordance with the requirements of the appropriate state, Department of Transportation (DOT) and Registry of Motor Vehicles (RMV).

Any vehicle greater than 26,000lbs, or as specified by the owner, general contractor shall have operators who are evaluated randomly, or as needed for alcohol and drugs as specified by the Department of Transportation.

- Any operator, believed to be under the influence of alcohols, drugs or other medication (including over-the-counter) cough/cold and/or sleep medications shall be removed from vehicle operation, tested in accordance with the DOT and, if determined to be under the influence, shall be driven home by a means other than by themselves in their respective vehicle.
- Any vehicle greater than 10,000 lbs. or higher.
- Vehicles shall be inspected, repaired or serviced by qualified mechanics / personnel.
- All vehicles shall be inspected before each shift by the operator / competent person. All safety issues shall be immediately repaired, or the vehicle removed from service and labeled as out-of-service to prevent unauthorized operation or use.
- Vehicle operators shall not, while driving, utilize cell phones or consume food and/or beverages.
- Vehicle operators shall not operate vehicles unless seat belts are in use
- Vehicles used for the transport of materials shall have the materials properly secured and/or covered.
- Dump trucks shall utilize covers or tarps when transporting any material over a public way
- Gas cylinders shall be transported in the upright position, and shall be secured by chain or strap
- Vehicles in tow shall be attached by solid bar, not by chain
- All construction vehicles shall be equipped with the appropriate, charged, inspected and conspicuously placed fire extinguisher
- All passengers in a vehicle shall be seated and shall wear seat belts.
- Personnel shall not be permitted to ride in the cargo area or pick-up body regardless of length of trip.
- Vehicles not in use shall have the keys removed from the ignition, and placed in a safe location to prevent unauthorized use.
- Riding within the bed of pickup trucks is prohibited.

### Vehicle Loading

1. Plan the move before loading; ensure that you have an unobstructed pathway and that the vehicle is parked as close to the equipment or material as possible.
2. Keep bumpers/tailgates free of grease, water, etc.; remove buildup of material such as dirt, mud, etc.
3. Use lifting aids such as dollies, pallet jack, and Lull or get assistance from a co-worker to place dock plate resting between loading dock and truck surface.
4. If equipment or material that is to be loaded into truck is too heavy or bulky, use lifting aids such as hand trucks, dollies, pallet jacks and carts, or get assistance from co-workers.
5. Secure all equipment and material within the truck to eliminate or reduce movement.

## POWERED INDUSTRIAL EQUIPMENT

Powered Industrial Trucks (including Lulls) shall be operated in accordance with the requirements of OSHA 29 CFR 1910.178. This includes Certification of Training on the OSHA Powered Industrial Truck Standard.

The operator, must at a minimum, must be evaluated every 3 years.

Contractors/subcontractors are responsible for the safe operation of the powered industrial trucks and shall insure that the following requirements are met;

- The operator is capable of operating the Lull.
- The operator has a current Massachusetts hydraulic license. (Department of Public Safety)
- The operator has proof of training, and documentation to prove successful completion of a class, such as a certification card.
- The powered industrial trucks used on this job site have been inspected by an authorized representative of the manufacturer within the last year.
- All manuals, tags, labels and warnings are in place on the truck, and are legible.
- The powered industrial truck has been evaluated for operation within the building.

Lifts used inside shall have carbon monoxide scrubbing systems or be properly exhausted to prevent carbon monoxide accumulation.

### Heavy Equipment Operators

#### Site Safety

1. Do not start work until barricades, fill or other protection have been installed to isolate the work area from local traffic.
2. Do not work outdoors during lightning storms.
3. Drink plenty of clear liquids during your breaks.
4. Take breaks in shaded areas.

#### Lulls Pre-Use Inspection

Do not use Lull if any of the following conditions exist:

1. The mast has broken or cracked weld-points.
2. The roller tracks are not greased or the chains are not free to travel.
3. Forks are unequally spaced or cracks exist along the blade or at the heels.
4. Hydraulic fluid levels are low.
5. Hydraulic line and fitting have excessive wear or are crimped.
6. Fluid is leaking from the lift or the tilt cylinders.
7. The hardware on the cylinders is loose.
8. Tires are excessively worn, split, or have missing tire material.
9. Air filled tires are not filled to the operating pressure indicated on the tire.
10. Batteries have cracks or holes, uncapped cells, frayed cables, broken cable insulation, loose connections, or clogged vent caps.

### **Starting the Lull**

1. Apply the foot brake and shift gears to neutral before turning the key.

### **Picking Up a Load**

1. Square up on the center of the load and approach it straight on with the forks in the travel position.
2. Stop when the tips of your forks are about a foot from the load.
3. Level the forks and slowly drive forward until the load is resting against the backrest of the mast.
4. Lift the load high enough to clear whatever is under it.
5. Back up about one foot, and then slowly and evenly tilt the mast backwards to stabilize the load.

### **Putting a Load Down**

1. Square up and stop about one foot from desired location.
2. Level the forks and drive to the loading spot.
3. Slowly lower the load to the floor.
4. Tilt the forks slightly forward so that you do not hook the load.
5. When the path behind you is clear of obstructions, back straight out until the forks have cleared the pallet.

### **Stacking One Load on Top of Another**

1. Stop about one foot away from the loading area and lift the mast high enough to clear the top of the stack.
2. Slowly move forward until the load is squarely over the top of the stack.
3. Level the forks and lower the mast until the load is no longer supported by the forks.
4. Look over both shoulders for obstructions and back straight out if the path is clear.

### **Lull Safety Rules**

1. Do not exceed the lift capacity of the Lull. Read the lift capacity plate on the Lull if you are unsure.
2. Follow the manufacturer's guidelines concerning changes in the lift capacity before adding attachments, such as wedges, to a Lull.
3. Lift the load an inch or two to test for stability: If the rear wheels are not in firm contact with the floor, take a lighter load or use a Lull with a higher lift capacity.
4. Do not raise or lower a load while you are en-route. Wait until you are in the loading area and have stopped before raising or lowering the load.
5. After picking up a load, adjust the forks so that the load is tilted slightly backward for added stability.
6. Drive with the load at a ground clearance height of 4-6 inches at the tips and 2 inches at the heels in order to clear most uneven surfaces and debris.
7. Approach angle railroad tracks at a 45
8. Do not drive over objects in your pathway.
9. Do not drive into an area with a ceiling height that is lower than the height of the mast/overhead guard.
10. Steer wide when making turns.
11. Do not drive up to anyone standing or working in front of a fixed object such as a wall.

12. Do not drive along the edge of an unguarded elevated surface such as a loading dock or staging platform.
13. Obey all traffic rules and signs.
14. Sound horn when approaching blind corners, doorways, or aisles to alert other operators and pedestrians.
15. Do not exceed a safe working speed of five miles per hour. Slowdown in congested areas.
16. Drive in reverse and use a signal person when your vision is blocked by the load.
17. Look in the direction that you are driving; proceed when you have a clear path.
18. Do not use bare forks as a man-lift platform.
19. Do not drive the Lull while people are on the attached man-lift platform.
20. Drive loaded Lulls forward up ramps.
21. Raise the forks an additional two inches to avoid hitting/scraping the ramp surface as you approach it.
22. Drive loaded Lulls in reverse when driving down a ramp.
23. Drive unloaded Lulls in reverse going up a ramp and forward going down a ramp.
24. Do not attempt to turn around on a ramp.
25. Lower the mast completely, turn off the engine, and set the parking brake before leaving your Lull.

**\*See appendices for heavy equipment inspection form.**

### **Power Hoist Safety**

1. Use manufacturer approved counter weights to secure the hoist. Do not use roofing materials such as rolls of felt or bundles of shingles,
2. Do not exceed the manufacturer's recommended load capacity limits.
3. Only trained personnel, approved by the employer, are allowed to operate a power hoist.
4. Use the power hoist in an area that permits the operator to stand clear of the load at all times.
5. Use safety hooks or shackles to attach the load whenever possible.
6. Use 'tag lines' to control the load when necessary.
7. Keep your fingers and clothing clear of hoist machinery.
8. Do not attempt adjustments while the hoist is running.

## AERIAL & SCISSOR LIFTS

- Personnel lifts such as articulating booms, single person upright lifts (i.e. Genie, JLG and Uprights) and scissors lifts shall be used in a manner specified by the manufacturer, in accordance with the requirements of OSHA 29 CFR 1910.66.
- All articulating booms, including and truck mounted articulating booms are required to have personal fall protection equipment, consisting of approved full body harness and lanyards.
- Scissors Lifts, and Upright Lifts that are equipped with a guardrail system do not require the use of a full body harness and lanyard, as the cage (guardrail) is considered fall protection.
  - Exception: If manufacturers specifications or company policy indicate that the full body harness and lanyard (or similar) is required, the use of same shall be mandated.
- Any person using a personnel lift must be properly trained, in accordance with manufacturer's specifications
- All lifts shall bear the following manuals and warnings, in legible condition;
  - The operators manual shall be located on the lift at all times, for ease of reference
  - All danger and warning stickers shall be attached to the lift and shall be in legible condition
- Personnel lifts shall be inspected before each use, and must be removed from service if a deficiency is noted
  - All safety devices and related equipment shall be tested as part of the inspection for proper operation.
  - The lift, if damaged or otherwise impaired shall be tagged "Do Not Use" to prevent use, until repaired.
    - Lifts shall only be repaired or altered by a service technician approved by the manufacturer.
- Whenever a lift is utilized (exterior or interior), the area / site shall be inspected for hazards, which include, but are not limited to;
  - Overhead concerns (i.e. beams and columns, lights, sprinklers, etc.)
  - Flooring and ground abnormalities (i.e. holes, unstable / soft ground, floor vents and grates)
- Area below aerial or scissor lifts must be protected from worker access due to the hazards associated from overhead work.

**\*See appendices for aerial & scissor lift inspection form.**

## RESPIRATORY PROTECTION PROGRAM

### RESPIRATOR REQUIREMENTS | Appendix D to Sec. 1910.134 (Mandatory) Information for Employees Using Respirators When Not Required Under the Standard

Respirators are an effective method of protection against designated hazards when properly selected and worn. Respirator use is encouraged, even when exposures are below the exposure limit, to provide an additional level of comfort and protection for workers. However, if a respirator is used improperly or not kept clean, the respirator itself can become a hazard to the worker. Sometimes, workers may wear respirators to avoid exposures to hazards, even if the amount of hazardous substance does not exceed the limits set by OSHA standards. If your employer provides respirators for your voluntary use, or if you provide your own respirator, you need to take certain precautions to be sure that the respirator itself does not present a hazard.

#### You should do the following:

1. Read and heed all instructions provided by the manufacturer on use, maintenance, cleaning and care, and warnings regarding the respirators limitations.
2. Choose respirators certified for use to protect against the contaminant of concern. NIOSH, the National Institute for Occupational Safety and Health of the U.S. Department of Health and Human Services, certifies respirators. A label or statement of certification should appear on the respirator or respirator packaging. It will tell you what the respirator is designed for and how much it will protect you.
3. Do not wear your respirator into atmospheres containing contaminants for which your respirator is not designed to protect against. For example, a respirator designed to filter dust particles will not protect you against gases, vapors, or very small solid particles of fumes or smoke.
4. Keep track of your respirator so that you do not mistakenly use someone else's respirator. [63 FR 1152, Jan. 8, 1998; 63 FR 20098, April 23, 1998]

#### Policy Statement

To control and or minimize the threat of occupational diseases caused by breathing air contaminated with harmful dusts, fumes, mists, gases, smokes, sprays, or vapors, the primary objective of this program shall be to prevent atmospheric contamination. This shall be accomplished as far as feasible by accepted engineering control measures (for example, enclosure or confinement of the operation, general and local ventilation, and substitution of less toxic substance). When effective engineering controls are not feasible, or while they are being instituted, appropriate respirators shall be used.

#### Written Program

Effective implementation of this program requires support from all levels of management within Fontaine Bros Inc.". This written program will be communicated to all personnel that are affected by it. It encompasses the total workplace, regardless of the number of workers employed or the number of work shifts. It is designed to establish clear goals, and objectives.

#### Medical Evaluations

All contractors shall provide a medical evaluation to determine the employee's ability to use a respirator. Fontaine Bros Inc." shall identify a physician or other licensed health care professional to perform medical evaluations using a medical questionnaire and an initial medical examination.

## Employer and Employee Responsibility

### Employer's Responsibility

- Respirators shall be provided by the respective employer when they are necessary to protect employee's health.
- The respirator provided shall be suitable for the intended use,
- Each contractor shall be responsible for establishing and maintaining a respiratory program whenever respirators are used.

### Employee's Responsibility

- The employee shall use the respiratory protection in accordance with instructions and training received or contracted by their employer.
- The employee shall guard against damage to the respirator, and immediately replace suspect respirators.
- The employee shall report any trouble with or malfunction of the respirator to his/her Foreman.

## Respirators

Respirators shall be provided by the respective employer when such equipment is necessary to protect the health of the employees:

### Contractors shall:

- Provide the respirators, which are applicable and suitable for the purpose intended.
- Be responsible for the establishment and maintenance of a written respiratory protection program.
- The employee shall use the provided respiratory protection in accordance with instructions and training received.
- Respirators shall be selected on the basis of hazards to which the worker is exposed.
- The user shall be instructed and trained in the proper use of respirators and their limitations.
- Respirators shall be regularly cleaned and disinfected. Those worn by more than one worker shall be thoroughly cleaned and disinfected after each use.
- Respirators shall be stored in a convenient, clean, and sanitary location.
- Respirators used routinely shall be inspected during cleaning. Worn or deteriorated parts shall be replaced. Respirators for emergency use such as self-contained devices shall be thoroughly inspected at least once a month and after each use.
- Appropriate surveillance of work area conditions and degree of employee exposure or stress shall be maintained.
- There shall be regular inspection and evaluation to determine the continued effectiveness of the program.
- Employees will not be assigned to tasks requiring use of respirators unless it has been determined that they are physically able to perform the work and use the equipment. A physician shall determine what health and physical conditions are pertinent. The respirators user's medical status will be reviewed on a periodic basis.
- NIOSH approved or accepted respirators shall be used when they are available. The respirator furnished shall provide adequate respiratory protection against the particular hazard for which it is designed.

## RESPIRABLE CRYSTALLINE SILICA PROGRAM

### Purpose

This Respirable Crystalline Silica Program was developed to prevent employee exposure to hazardous levels of Respirable Crystalline Silica that could result through construction activities or nearby construction activities occurring on worksites. Respirable Crystalline Silica exposure at hazardous levels can lead to lung cancer, silicosis, chronic obstructive pulmonary disease, and kidney disease. It is intended to meet the requirements of the Respirable Crystalline Silica Construction Standard (29 CFR 1926.1153) established by the Occupational Safety and Health Administration (OSHA).

All work involving chipping, cutting, drilling, grinding, or similar activities on materials containing Crystalline Silica can lead to the release of respirable-sized particles of Crystalline Silica (i.e. Respirable Crystalline Silica). Crystalline Silica is a basic component of soil, sand, granite and many other minerals. Quartz is the most common form of Crystalline Silica. Many materials found on construction sites include Crystalline Silica; including but not limited to – cement, concrete, asphalt, pre-formed structures (inlets, pipe, etc.) and others. Consequently, this program has been developed to address and control these potential exposures to prevent our employees from experiencing the effects of occupational illnesses related to Respirable Crystalline Silica exposure.

### Scope

This Respirable Crystalline Silica Program applies to all employees who have the potential to be exposed to Respirable Crystalline Silica when covered by the OSHA Standard. The OSHA Respirable Crystalline Silica Construction Standard applies to all occupational exposures to Respirable Crystalline Silica in construction work, except where employee exposure will remain below 25 micrograms of Respirable Crystalline Silica per cubic meter of air (25  $\mu\text{g}/\text{m}^3$ ) as an 8-hour time-weighted average (TWA) under any foreseeable conditions.

### Responsibilities

Fontaine Bros Inc.” firmly believes protecting the health and safety of our employees is everyone’s responsibility. This responsibility begins with upper management providing the necessary support to properly implement this program. However, all levels of the organization assume some level of responsibility for this program including the following positions.

### Safety Department

- Conduct job site assessments for Silica containing materials and perform employee Respirable Crystalline Silica hazard assessments in order to determine if an employee’s exposure will be above 25  $\mu\text{g}/\text{m}^3$  as an 8-hour TWA under any foreseeable conditions.
- Select and implement into the project’s ECP the appropriate control measures in accordance with the Construction Tasks identified in OSHA’s Construction Standard Table 1; and potentially including (but not limited to)- a written Exposure Control Plan (ECP), exposure monitoring, Hazard Communication training, medical surveillance, housekeeping and others.

*NOTE: OSHA’s Construction Standard Table 1 is a list of 18 common construction tasks along with acceptable exposure control methods and work practices that limit exposure for those tasks.*

- Ensure that the materials, tools, equipment, personal protective equipment (PPE), and other resources (such as worker training) required to fully implement and maintain this Respirable Crystalline Silica Program are in place and readily available if needed.
- Ensure that Project Managers, Site Managers, Competent Persons, and employees are educated in the hazards of Silica exposure and trained to work safely with Silica in accordance with OSHA's Respirable Crystalline Silica Construction Standard and OSHA's Hazard Communication Standard. Managers and Competent Persons may receive more advanced training than other employees.
- Maintain written records of training (for example, proper use of respirators), ECPs, inspections (for equipment, PPE, and work methods/practices), medical surveillance (under lock and key), respirator medical clearances (under lock and key) and fit-test results.
- Conduct an annual review (or more often if conditions change) of the effectiveness of this program and any active project ECP's that extend beyond a year. This includes a review of available dust control technologies to ensure these are selected and used when practical.
- Coordinate work with other employers/contractors to ensure a safe work environment relative to Silica exposure.

### **Project Manager**

Ensure all applicable elements of this Respirable Crystalline Silica Program are implemented on the project including the selection of a Competent Person.

- Assist the Safety Department in conduct job site assessments for Silica containing materials and perform employee Respirable Crystalline Silica hazard assessments in order to determine if an ECP, exposure monitoring, and medical surveillance is necessary.
- Assist in the selection and implementation of the appropriate control measures in accordance with the Construction Tasks identified in OSHA's Construction Standard Table 1; and potentially including (but not limited to)- a written Exposure Control Plan (ECP), exposure monitoring, Hazard Communication training, medical surveillance, housekeeping and others.
- Ensure that employees using respirators have been properly trained, medically cleared, and fit-tested in accordance with the company's Respiratory Protection Program. This process will be documented.
- Ensure that work is conducted in a manner that minimizes and adequately controls the risk to workers and others. This includes ensuring that workers use appropriate engineering controls, work practices, and wear the necessary PPE.
- Where there is risk of exposure to Silica dust, verify employees are properly trained on the applicable contents of this program, the project-specific ECP, and the applicable OSHA Standards (such as Hazard Communication). Ensure employees are provided appropriate PPE when conducting such work.

### **Competent Person and/or Site Manager (Superintendent, Foreman, etc.)**

- Make frequent and regular inspections of job sites, materials, and equipment to implement the written ECP.
- Identify existing and foreseeable Respirable Crystalline Silica hazards in the workplace and take prompt corrective measures to eliminate or minimize them.
- Notify the Project Manager and/or Safety Department of any deficiencies identified during inspections in order to coordinate and facilitate prompt corrective action.

- Assist the Project Manager and Safety Department in conducting job site assessments for Silica containing materials and perform employee Respirable Crystalline Silica hazard assessments in order to determine if an ECP, exposure monitoring, and medical surveillance is necessary.

## Employees

- Follow recognized work procedures (such as the Construction Tasks identified in OSHA's Construction Standard Table 1) as established in the project's ECP and this program.
- Use the assigned PPE in an effective and safe manner.
- Participate in Respirable Crystalline Silica exposure monitoring and the medical surveillance program.
- Report any unsafe conditions or acts to the Site Manager and/or Competent Person.
- Report any exposure incidents or any signs or symptoms of Silica illness.

## Definitions

If a definition is not listed in this section, please contact your supervisor. If your supervisor is unaware of what the term means, please contact the Competent Person or your Safety Department.

- Action Level means a concentration of airborne Respirable Crystalline Silica of 25  $\mu\text{g}/\text{m}^3$ , calculated as an 8-hour TWA.
- Competent Person means an individual who is capable of identifying existing and foreseeable Respirable Crystalline Silica hazards in the workplace and who has authorization to take prompt corrective measures to eliminate or minimize them.
- Employee Exposure means the exposure to airborne Respirable Crystalline Silica that would occur if the employee were not using a respirator.
- High-Efficiency Particulate Air (HEPA) Filter means a filter that is at least 99.97 percent efficient in removing monodispersed particles of 0.3 micrometers in diameter.
- Objective Data means information, such as air monitoring data from industry-wide surveys or calculations based on the composition of a substance, demonstrating employee exposure to Respirable Crystalline Silica associated with a particular product or material or a specific process, task, or activity. The data must reflect workplace conditions closely resembling or with a higher exposure potential than the processes, types of material, control methods, work practices, and environmental conditions in the employer's current operations.
- Permissible Exposure Limit (PEL) means the employer shall ensure that no employee is exposed to an airborne concentration of Respirable Crystalline Silica in excess of 50  $\mu\text{g}/\text{m}^3$ , calculated as an 8-hour TWA.
- Physician or Other Licensed Health Care Professional (PLHCP) means an individual whose legally permitted scope of practice (i.e., license, registration, or certification) allows him or her to independently provide or be delegated the responsibility to provide some or all of the particular health care services required by the Medical Surveillance Section of the OSHA Respirable Crystalline Silica Standard.
- Respirable Crystalline Silica means Quartz, Cristobalite, and/or Tridymite contained in airborne particles that are determined to be respirable by a sampling device designed to meet the characteristics for respirable-particle size- selective samplers specified in the International Organization for Standardization (ISO) 7708:1995: Air Quality-Particle Size Fraction Definitions for Health-Related Sampling.
- Specialist means an American Board Certified Specialist in Pulmonary Disease or an American Board Certified Specialist in Occupational Medicine.

## REQUIREMENTS

### **Specified Exposure Control Methods**

When possible and applicable, Fontaine Bros Inc.” will conduct activities involving potential Silica exposure to be consistent with OSHA’s Construction Standard Table 1. Supervisors will ensure each employee under their supervision and engaged in a task identified on OSHA’s Construction Standard Table 1 have fully and properly implemented the engineering controls, work practices, and respiratory protection specified for the task on Table 1 (unless Fontaine has assessed and limited the exposure of the employee to Respirable Crystalline Silica in accordance with the Alternative Exposure Control Methods Section of this program).

**CONSTRUCTION MANAGERS/ GENERAL CONTRACTORS SITE SPECIFIC SAFETY PLAN**

**Table 1: Specified Exposure Control Methods When Working With Materials Containing Crystalline Silica**

Construction Task or Equipment Operation		Engineering and Work Practice Control Methods	Required Respiratory Protection	
			≤ 4 hours/shift	>4 hours/shift
1	Stationary masonry saws	<ul style="list-style-type: none"> <li>Use saw equipped with integrated water delivery system that continuously feeds water to the blade.</li> <li>Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions.</li> </ul>	None	None
2a	Handheld power saws (any blade diameter) when used outdoors	<ul style="list-style-type: none"> <li>Use saw equipped with integrated water delivery system that continuously feeds water to the blade.</li> <li>Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions.</li> </ul>	None	N95 (or Greater Efficiency) Filtering Facepiece or Half Mask
2b	Handheld power saws (any blade diameter) when used indoors or in an enclosed area	<ul style="list-style-type: none"> <li>Use saw equipped with integrated water delivery system that continuously feeds water to the blade.</li> <li>Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions.</li> </ul>	N95 (or Greater Efficiency) Filtering Facepiece or Half Mask	N95 (or Greater Efficiency) Filtering Facepiece or Half Mask
3	Handheld power saws for cutting fiber-reinforced board (with blade diameter of 6 inches or less) for tasks performed outdoors only	<ul style="list-style-type: none"> <li>Use saw equipped with commercially available dust collection systems.</li> <li>Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions.</li> <li>Dust collector must provide the air flow recommended by the tool manufacturer, or greater, and have a filter with 99% or greater efficiency.</li> </ul>	None	None
4a	Walk-behind saws when used outdoors	<ul style="list-style-type: none"> <li>Use saw equipped with integrated water delivery system that continuously feeds water to the blade.</li> <li>Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions.</li> </ul>	None	None
4b	Walk-behind saws when used indoors or in an enclosed area	<ul style="list-style-type: none"> <li>Use saw equipped with integrated water delivery system that continuously feeds water to the blade.</li> <li>Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions.</li> </ul>	N95 (or Greater Efficiency) Filtering Facepiece or Half Mask	N95 (or Greater Efficiency) Filtering Facepiece or Half Mask
5	Drivable saws for tasks performed outdoors only	<ul style="list-style-type: none"> <li>Use saw equipped with integrated water delivery system that continuously feeds water to the blade.</li> <li>Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions.</li> </ul>	None	None
6	Rig-mounted core saws or drills	<ul style="list-style-type: none"> <li>Use tool equipped with integrated water delivery system that supplies water to cutting surface.</li> <li>Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions.</li> </ul>	None	None
7	Handheld and stand-mounted drills (including impact and rotary hammer drills)	<ul style="list-style-type: none"> <li>Use drill equipped with commercially available shroud or coating with dust collection system.</li> </ul>	None	None

**CONSTRUCTION MANAGERS/ GENERAL CONTRACTORS SITE SPECIFIC SAFETY PLAN**

Construction Task or Equipment Operation		Engineering and Work Practice Control Methods	Required Respiratory Protection	
			≤ 4 hours/shift	>4 hours/shift
		<ul style="list-style-type: none"> <li>Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions.</li> <li>Dust collector must provide the air flow recommended by the tool manufacturer, or greater, and have a filter with 99% or greater efficiency and a filter-cleaning mechanism.</li> <li>Use a HEPA-filtered vacuum when cleaning holes.</li> </ul>		
<b>E</b>	Dowled drilling rigs for concrete for tasks performed outdoors only	<ul style="list-style-type: none"> <li>Use shroud around drill bit with a dust collection system.</li> <li>Dust collector must have a filter with 99% or greater efficiency and a filter cleaning mechanism.</li> <li>Use a HEPA-filtered vacuum when cleaning holes.</li> </ul>	N95 (or Greater Efficiency) Filtering Facepiece or Half Mask	N95 (or Greater Efficiency) Filtering Facepiece or Half Mask
<b>9a</b>	Vehicle-mounted drilling rigs for rock and concrete	<ul style="list-style-type: none"> <li>Use dust collection systems with close capture hood or shroud around drill bit with a low-flow water spray to wet the dust at the discharge point from the dust collector.</li> </ul>	None	None
<b>9b</b>	Vehicle-mounted drilling rigs for rock and concrete	<ul style="list-style-type: none"> <li>Operate from within an enclosed cab and use water for dust suppression on drill bit.</li> </ul>	None	None
<b>10a</b>	Jackhammers and handheld powered chipping tools when used outdoors	<ul style="list-style-type: none"> <li>Use tool with water delivery system that supplies a continuous stream or spray of water at the point of impact.</li> </ul>	None	N95 (or Greater Efficiency) Filtering Facepiece or Half Mask
<b>10b</b>	Jackhammers and handheld powered chipping tools when used indoors or in an enclosed area	<ul style="list-style-type: none"> <li>Use tool with water delivery system that supplies a continuous stream or spray of water at the point of impact.</li> </ul>	N95 (or Greater Efficiency) Filtering Facepiece or Half Mask	N95 (or Greater Efficiency) Filtering Facepiece or Half Mask
<b>10c</b>	Jackhammers and handheld powered chipping tools when used outdoors	<ul style="list-style-type: none"> <li>Use tool equipped with commercially available shroud and dust collection systems.</li> <li>Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions.</li> <li>Dust collector must provide the air flow recommended by the tool manufacturer, or greater, and have a filter with 99% or greater efficiency and a filter-cleaning mechanism.</li> </ul>	None	N95 (or Greater Efficiency) Filtering Facepiece or Half Mask
<b>10d</b>	Jackhammers and handheld powered chipping tools when used indoors or in an enclosed area	<ul style="list-style-type: none"> <li>Use tool equipped with commercially available shroud and dust collection systems.</li> <li>Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions.</li> <li>Dust collector must provide the air flow recommended by the tool manufacturer, or greater, and have a filter with 99% or greater efficiency and a filter-cleaning mechanism.</li> </ul>	N95 (or Greater Efficiency) Filtering Facepiece or Half Mask	N95 (or Greater Efficiency) Filtering Facepiece or Half Mask
<b>11</b>	Handheld grinders for rebar removal (i.e., buckpointing)	<ul style="list-style-type: none"> <li>Use grinder equipped with commercially available shroud and dust collection systems.</li> </ul>	N95 (or Greater Efficiency) Filtering	Powered Air-Purifying Respirator

**CONSTRUCTION MANAGERS/ GENERAL CONTRACTORS SITE SPECIFIC SAFETY PLAN**

Construction Task or Equipment Operation		Engineering and Work Practice Control Methods	Required Respiratory Protection	
			≤ 4 hours/shift	>4 hours/shift
		<ul style="list-style-type: none"> <li>Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions.</li> <li>Dust collector must provide 25 cubic feet per minute (cfm) or greater of airflow per inch of wheel diameter and have a filter with 99% or greater efficiency and a cyclonic pre-separator or filter-cleaning mechanism.</li> </ul>	Facepiece or Half Mask	[PAPR] with P100 Filters
12a	Handheld grinders for uses other than mortar removal for tasks performed outdoors only	<ul style="list-style-type: none"> <li>Use grinder equipped with integrated water delivery systems that continuously feeds water to the grinding surface.</li> <li>Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions.</li> </ul>	None	None
12b	Handheld grinders for uses other than mortar removal when used outdoors	<ul style="list-style-type: none"> <li>Use grinder equipped with commercially available shroud and dust collection systems.</li> <li>Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions.</li> <li>Dust collector must provide 25 cubic feet per minute (cfm) or greater of airflow per inch of wheel diameter and have a filter with 99% or greater efficiency and a cyclonic pre-separator or filter-cleaning mechanism.</li> </ul>	None	None
12c	Handheld grinders for uses other than mortar removal when used indoors or in an enclosed area	<ul style="list-style-type: none"> <li>Use grinder equipped with commercially available shroud and dust collection systems.</li> <li>Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions.</li> <li>Dust collector must provide 25 cubic feet per minute (cfm) or greater of airflow per inch of wheel diameter and have a filter with 99% or greater efficiency and a cyclonic pre-separator or filter-cleaning mechanism.</li> </ul>	None	N95 (or Greater Efficiency) Filtering Facepiece or Half Mask
13a	Walk-behind milling machines and floor grinders	<ul style="list-style-type: none"> <li>Use machine equipped with integrated water delivery systems that continuously feeds water to the cutting surface.</li> <li>Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions.</li> </ul>	None	None
13b	Walk-behind milling machines and floor grinders	<ul style="list-style-type: none"> <li>Use machine equipped with dust collection system recommended by the manufacturer.</li> <li>Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions.</li> <li>Dust collector must provide the air flow recommended by the manufacturer, or greater, and have a filter with 99% or greater efficiency and a filter-cleaning mechanism.</li> <li>When used indoors or in an enclosed area, use a HEPA-filtered vacuum to remove loose dust in between passes.</li> </ul>	None	None

**CONSTRUCTION MANAGERS/ GENERAL CONTRACTORS SITE SPECIFIC SAFETY PLAN**

Construction Task or Equipment Operation		Engineering and Work Practice Control Methods	Required Respiratory Protection	
			≤ 4 hours/shift	>4 hours/shift
14	Small drivable milling machines (less than half-lane)	<ul style="list-style-type: none"> <li>Use a machine equipped with supplemental water sprays designed to suppress dust.</li> <li>Water must be combined with a surfactant.</li> <li>Operate and maintain machine to minimize dust emissions.</li> </ul>	None	None
15a	Large drivable milling machines (half-lane and larger) for cuts of any depth on asphalt only	<ul style="list-style-type: none"> <li>Use machine equipped with exhaust ventilation on drum enclosure and supplemental water sprays designed to suppress dust.</li> <li>Operate and maintain machine to minimize dust emissions.</li> </ul>	None	None
15b	Large drivable milling machines (half-lane and larger) for cuts of four inches in depth or less on any substrate	<ul style="list-style-type: none"> <li>Use machine equipped with exhaust ventilation on drum enclosure and supplemental water sprays designed to suppress dust.</li> <li>Operate and maintain machine to minimize dust emissions.</li> </ul>	None	None
25c	Large drivable milling machines (half-lane and larger) for cuts of four inches in depth or less on any substrate	<ul style="list-style-type: none"> <li>Use a machine equipped with supplemental water spray designed to suppress dust.</li> <li>Water must be combined with a surfactant.</li> <li>Operate and maintain machine to minimize dust emissions.</li> </ul>	None	None
16	Crushing machines	<ul style="list-style-type: none"> <li>Use equipment designed to deliver water spray or mist for dust suppression at crusher and other points where dust is generated (e.g., hoppers, conveyors, sizes/sieving or vibrating components, and discharge points).</li> <li>Operate and maintain machine in accordance with manufacturer's instructions to minimize dust emissions.</li> <li>Use a ventilated booth that provides fresh, climate-controlled air to the operator, or a remote control station.</li> </ul>	None	None
17a	Heavy equipment and utility vehicles used to abrade or fracture silica-containing materials (e.g., lane-ranining, rock ripping) or used during demolition activities involving silica-containing materials	<ul style="list-style-type: none"> <li>Operate equipment from within an enclosed cab.</li> </ul>	None	None
17b	Heavy equipment and utility vehicles used to abrade or fracture silica-containing materials (e.g., lane-ranining, rock ripping) or used during demolition activities involving silica-containing materials	<ul style="list-style-type: none"> <li>When employees outside of the cab are engaged in the task, apply water and/or dust suppressants as necessary to minimize dust emissions.</li> </ul>	None	None
18a	Heavy equipment and utility vehicles for tasks such as grading and excavating but not including demolishing, abrading, or fracturing	<ul style="list-style-type: none"> <li>Apply water and/or dust suppressants as necessary to minimize dust emissions.</li> </ul>	None	None

**CONSTRUCTION MANAGERS/ GENERAL CONTRACTORS SITE SPECIFIC SAFETY PLAN**

Construction Task or Equipment Operation		Engineering and Work Practice Control Methods	Required Respiratory Protection	
			≤ 4 hours/shift	>4 hours/shift
	silica-containing materials			
11b	Heavy equipment and utility vehicles for tasks such as grading and excavating but not including demolishing, abrading, or fracturing silica-containing materials	<ul style="list-style-type: none"> <li>When the equipment operator is the only employee engaged in the task, operate equipment from within an enclosed cab.</li> </ul>	None	None

When implementing the control measures specified in Table 1, Fontaine Bros Inc.” shall:

- For tasks performed indoors or in enclosed areas, provide a means of exhaust as needed to minimize the accumulation of visible airborne dust;
- For tasks performed using wet methods, apply water at flow rates sufficient to minimize release of visible dust;
- For measures implemented that include an enclosed cab or booth, ensure that the enclosed cab or booth:
  - Is maintained as free as practicable from settled dust;
  - Has door seals and closing mechanisms that work properly;
  - Has gaskets and seals that are in good condition and working properly;
  - Is under positive pressure maintained through continuous delivery of fresh air;
  - Has intake air that is filtered through a filter that is 95% efficient in the 0.3-10.0 µm range (e.g., MERV-16 or better); and
  - Has heating and cooling capabilities.
- Where an employee performs more than one task included on OSHA’s Construction Standard Table 1 during the course of a shift, and the total duration of all tasks combined is more than four hours, the required respiratory protection for each task is the respiratory protection specified for more than four hours per shift. If the total duration of all tasks on Table 1 combined is less than four hours, the required respiratory protection for each task is the respiratory protection specified for less than four hours per shift.

**ALTERNATIVE EXPOSURE CONTROL METHODS**

Alternative Exposure Control Methods apply for tasks not listed in OSHA’s Construction Standard Table 1, or where Fontaine Bros Inc.” cannot not fully and properly implement the engineering controls, work practices, and respiratory protection described in Table 1.

First, Fontaine Bros Inc.” will assess the exposure of each employee who is or may reasonably be expected to be exposed to Respirable Crystalline Silica at or above the Action Level in accordance with either the Performance Option or the Scheduled Monitoring Option.

- Performance Option
  - Fontaine Bros Inc.” will assess the 8-hour TWA exposure for each employee on the basis of any combination of air monitoring data or objective data sufficient to accurately characterize employee exposures to Respirable Crystalline Silica.
- Scheduled Monitoring Option
  - Fontaine Bros Inc.” will perform initial monitoring to assess the 8-hour TWA exposure for each employee on the basis of one or more personal breathing zone air samples that reflect the exposures of employees on each shift, for each job classification, and in each work area. Where several employees perform the same tasks on the same shift and in the same work area, Fontaine Bros Inc.” will plan to monitor a representative fraction of these employees. When using representative monitoring, Fontaine Bros Inc.” will sample the employee(s) who are expected to have the highest exposure to Respirable Crystalline Silica.
  - If initial monitoring indicates that employee exposures are below the Action Level, Fontaine Bros Inc.” will probably discontinue monitoring for those employees whose exposures are represented by such monitoring.
  - Where the most recent exposure monitoring indicates that employee exposures are at or above the Action Level but at or below the PEL, Fontaine Bros Inc.” will repeat such monitoring within six months of the most recent monitoring.
  - Where the most recent exposure monitoring indicates that employee exposures are above the PEL, Fontaine Bros Inc.” will repeat such monitoring within three months of the most recent monitoring.
  - Where the most recent (non-initial) exposure monitoring indicates that employee exposures are below the Action Level, Fontaine Bros Inc.” will repeat such monitoring within six months of the most recent monitoring until two consecutive measurements, taken seven or more days apart, are below the Action Level, at which time Fontaine Bros Inc.” will probably discontinue monitoring for those employees whose exposures are represented by such monitoring, except when a reassessment is required. Fontaine Bros Inc.” will reassess exposures whenever a change in the production, process, control equipment, personnel, or work practices may reasonably be expected to result in new or additional exposures at or above the Action Level, or when Fontaine Bros Inc.” has any reason to believe that new or additional exposures at or above the Action Level have occurred.

Fontaine Bros Inc.” will ensure that all Respirable Crystalline Silica samples taken to satisfy the monitoring requirements of this program and OSHA are collected by a qualified individual (i.e. a Certified Industrial Hygienist) and the samples are evaluated by a qualified laboratory (i.e. accredited to ANS/ISO/IEC Standard 17025:2005 with respect to Crystalline Silica analyses by a body that is compliant with ISO/IEC Standard 17011:2004 for implementation of quality assessment programs).

Within five working days after completing an exposure assessment, Fontaine Bros Inc.” will individually notify each affected employee in writing of the results of that assessment or post the results in an appropriate location accessible to all affected employees.

Whenever an exposure assessment indicates that employee exposure is above the PEL, Fontaine Bros Inc.” will describe in the written notification the corrective action being taken to reduce employee exposure to or below the PEL.

Where air monitoring is performed, Fontaine Bros Inc.” will provide affected employees or their designated representatives an opportunity to observe any monitoring of employee exposure to Respirable Crystalline Silica. When observation of monitoring requires entry into an area where the use of protective clothing or equipment is required for any workplace hazard, Fontaine Bros Inc.” will provide the observer with protective clothing and equipment at no cost and shall ensure that the observer uses such clothing and equipment.

Once air monitoring has been performed, Fontaine Bros Inc.” will determine its method of compliance based on the monitoring data and the hierarchy of controls. Fontaine Bros Inc.” will use engineering and work practice controls to reduce and maintain employee exposure to Respirable Crystalline Silica to or below the PEL, unless Fontaine Bros Inc.” can demonstrate that such controls are not feasible. Wherever such feasible engineering and work practice controls are not sufficient to reduce employee exposure to or below the PEL, Fontaine Bros Inc.” will nonetheless use them to reduce employee exposure to the lowest feasible level and shall supplement them with the use of respiratory protection.

In addition to the requirements of this program, Fontaine Bros Inc.” will comply with other programs and OSHA standards (such as 29 CFR 1926.57 [Ventilation]), when applicable where abrasive blasting is conducted using Crystalline Silica-containing blasting agents, or where abrasive blasting is conducted on substrates that contain Crystalline Silica.

## **Control Methods**

Fontaine Bros Inc.” will provide control methods that are either consistent with Table 1 or otherwise minimize worker exposures to Silica. These exposure control methods can include engineering controls, work practices, and respiratory protection. Listed below are control methods to be used when Table 1 is not followed:

### **List Control Methods**

#### **Respiratory Protection**

Where respiratory protection is required by this program, Fontaine Bros Inc.” will provide each employee an appropriate respirator that complies with the requirements of the company’s Respiratory Protection Program and the OSHA Respiratory Protection Standard (29 CFR 1910.134).

Respiratory protection is required where specified by the OSHA Construction Standard Table 1, for tasks not listed in Table 1, or where the company has not fully and properly implemented the engineering controls, work practices, and respiratory protection described in Table 1. Situations requiring respiratory protection include:

- Where exposures exceed the PEL during periods necessary to install or implement feasible engineering and work practice controls;

- Where exposures exceed the PEL during tasks, such as certain maintenance and repair tasks, for which engineering and work practice controls are not feasible; and
- During tasks for which an employer has implemented all feasible engineering and work practice controls and such controls are not sufficient to reduce exposures to or below the PEL.

### **Housekeeping**

Fontaine Bros Inc. does not allow dry sweeping or dry brushing where such activity could contribute to employee exposure to Respirable Crystalline Silica unless wet sweeping, HEPA-filtered vacuuming, or other methods that minimize the likelihood of exposure are not feasible.

Fontaine Bros Inc.” does not allow compressed air to be used to clean clothing or surfaces where such activity could contribute to employee exposure to Respirable Crystalline Silica unless:

- The compressed air is used in conjunction with a ventilation system that effectively captures the dust cloud created by the compressed air; or
- No alternative method is feasible.

### **Written Exposure Control Plan**

When employee exposure on a construction project is expected to be at or above the Action Level, a Written Exposure Control Plan (ECP) will be established and implemented. This ECP will contain at least the following elements:

- A description of the tasks in the workplace that involve exposure to Respirable Crystalline Silica;
- A description of the engineering controls, work practices, and respiratory protection used to limit employee exposure to Respirable Crystalline Silica for each task;
- A description of the housekeeping measures used to limit employee exposure to Respirable Crystalline Silica; and
- A description of the procedures used to restrict access to work areas, when necessary, to minimize the number of employees exposed to Respirable Crystalline Silica and their level of exposure, including exposures generated by other employers or sole proprietors.

The written ECP will designate a Competent Person to make frequent and regular inspections of job sites, materials, and equipment to ensure the ECP is implemented. The written ECP will be reviewed at least annually to evaluate the effectiveness of it and update it as necessary. Having said this, ECP's are project specific and most project durations do not exceed a year. The written ECP will be readily available for examination and copying, upon request, to each employee covered by this program and/or ECP, their designated representatives, and OSHA.

### **Medical Surveillance**

Medical surveillance will be made available for each employee who will be required to use a respirator for 30 or more days per year due to their Respirable Crystalline Silica exposure. Medical surveillance (i.e. medical examinations and procedures) will be performed by a PLHCP and provided at no cost to the employee at a reasonable time and place.

Fontaine Bros Inc.” will make available an initial (baseline) medical examination within 30 days after initial assignment, unless the employee has received a medical examination that meets the requirements of the OSHA Respirable Crystalline Silica Construction Standard within the last three years. The examination shall consist of:

- A medical and work history, with emphasis on past, present, and anticipated exposure to Respirable Crystalline Silica, dust, and other agents affecting the respiratory system in addition to any history of respiratory system dysfunction, including signs and symptoms of respiratory disease (e.g., shortness of breath, cough, wheezing), history of tuberculosis, and smoking status and history;
- A physical examination with special emphasis on the respiratory system;
- A chest X-ray (a single postero-anterior radiographic projection or radiograph of the chest at full inspiration recorded on either film [no less than 14 x 17 inches and no more than 16 x 17 inches] or digital radiography systems) interpreted and classified according to the International Labor Office (ILO) International Classification of Radiographs of Pneumoconiosis by a NIOSH-certified B Reader;
- A pulmonary function test to include forced vital capacity (FVC) and forced expiratory volume in one second (FEV1) and FEV1/FVC ratio, administered by a spirometry technician with a current certificate from a NIOSH-approved spirometry course;
- Testing for latent tuberculosis infection; and any other tests deemed appropriate by the PLHCP.

Fontaine Bros Inc.” will make available medical examinations that include the aforementioned procedures (except testing for latent tuberculosis infection) at least every three years. If recommended by the PLHCP, periodic examinations can be more frequently than every three years.

Fontaine Bros Inc.” will ensure that the examining PLHCP has a copy of the OSHA Respirable Crystalline Silica Construction Standard, this program, and the following information:

- A description of the employee’s former, current, and anticipated duties as they relate to the employee’s occupational exposure to Respirable Crystalline Silica;
- The employee’s former, current, and anticipated levels of occupational exposure to Respirable Crystalline Silica;
- A description of any personal protective equipment (PPE) used or to be used by the employee, including when and for how long the employee has used or will use that equipment; and
- Information from records of employment-related medical examinations previously provided to the employee and currently within the control of Fontaine Bros Inc.”

Fontaine Bros Inc.” will ensure that the PLHCP explains to the employee the results of the medical examination and provides each employee with a written medical report within 30 days of each medical examination performed. The written report shall contain:

- A statement indicating the results of the medical examination, including any medical condition(s) that would place the employee at increased risk of material impairment to health from exposure to Respirable Crystalline Silica and any medical conditions that require further evaluation or treatment;
- Any recommended limitations on the employee’s use of respirators;
- Any recommended limitations on the employee’s exposure to Respirable Crystalline Silica; and;

- A statement that the employee should be examined by a Specialist if the chest X-ray is classified as 1/0 or higher by the B Reader, or if referral to a Specialist is otherwise deemed appropriate by the PLHCP.

Fontaine Bros Inc.” will also obtain a written medical opinion from the PLHCP within 30 days of the medical examination. The written opinion shall contain only the following in order to protect the employee’s privacy:

- The date of the examination;
- A statement that the examination has met the requirements of the OSHA Respirable Crystalline Silica Construction Standard; and
- Any recommended limitations on the employee’s use of respirators.
- If the employee provides written authorization, the written opinion shall also contain either or both of the following:
  - Any recommended limitations on the employee’s exposure to Respirable Crystalline Silica; and/or
  - A statement that the employee should be examined by a Specialist if the chest X-ray is classified as 1/0 or higher by the B Reader, or if referral to a Specialist is otherwise deemed appropriate by the PLHCP.

If the PLHCP’s written medical opinion indicates that an employee should be examined by a Specialist, Fontaine Bros Inc.” will make available a medical examination by a Specialist within 30 days after receiving the PLHCP’s written opinion. Fontaine Bros Inc.” will ensure that the examining Specialist is provided with all of the information that the employer is obligated to provide to the PLHCP.

Fontaine Bros Inc.” will ensure that the Specialist explains to the employee the results of the medical examination and provides each employee with a written medical report within 30 days of the examination. The written report will contain:

- A statement indicating the results of the medical examination, including any medical condition(s) that would place the employee at increased risk of material impairment to health from exposure to Respirable Crystalline Silica and any medical conditions that require further evaluation or treatment;
- Any recommended limitations on the employee’s use of respirators; and
- Any recommended limitations on the employee’s exposure to respirable crystalline Silica.

In addition, Fontaine Bros Inc.” will obtain a written opinion from the Specialist within 30 days of the medical examination. The written opinion shall contain the following:

- The date of the examination;
- Any recommended limitations on the employee’s use of respirators; and
- If the employee provides written authorization, the written opinion shall also contain any recommended limitations on the employee’s exposure to Respirable Crystalline Silica.

### **Hazard Communication**

Fontaine Bros Inc.” will include Respirable Crystalline Silica in the company’s Hazard Communication Program established to comply with the OSHA Hazard Communication Standard (29 CFR 1910.1200).

Fontaine Bros Inc.” will ensure that each employee has access to labels on containers of Crystalline Silica and those containers respective Safety Data Sheets (SDS’s). All employees will be trained in accordance with the provisions of the OSHA Hazard Communication Standard and the Training Section of this program. This training will cover concerns relating to cancer, lung effects, immune system effects, and kidney effects.

Fontaine Bros Inc.” will ensure that each employee with the potential to be exposed at or above the Action Level for Respirable Crystalline Silica can demonstrate knowledge and understanding of at least the following:

- The health hazards associated with exposure to Respirable Crystalline Silica;
- Specific tasks in the workplace that could result in exposure to Respirable Crystalline Silica;
- Specific measures Fontaine Bros Inc.” has implemented to protect employees from exposure to Respirable Crystalline Silica, including engineering controls, work practices, and respirators to be used;
- The contents of the OSHA Respirable Crystalline Silica Construction Standard;
- The identity of the Competent Person designated by Fontaine Bros Inc.”; and
- The purpose and a description of the company’s Medical Surveillance Program.
- Fontaine Bros Inc.” will make a copy of the OSHA Respirable Crystalline Silica Construction Standard readily available without cost to any employee who requests it.

### **Recordkeeping**

Fontaine Bros Inc.” will make and maintain an accurate record of all exposure measurements taken to assess employee exposure to Respirable Crystalline Silica. This record will include at least the following information:

- The date of measurement for each sample taken;
- The task monitored;
- Sampling and analytical methods used;
- Number, duration, and results of samples taken;
- Identity of the laboratory that performed the analysis;
- Type of personal protective equipment (PPE), such as respirators, worn by the employees monitored; and
- Name, social security number, and job classification of all employees represented by the monitoring, indicating which employees were actually monitored.

Fontaine Bros Inc.” will ensure that exposure records are maintained and made available in accordance with 29 CFR 1910.1020. Exposure records will be kept for at least 30 years.

The employer shall make and maintain an accurate record of all objective data relied upon to comply with the requirements of the OSHA Respirable Crystalline Silica Construction Standard. This record shall include at least the following information:

- The Crystalline Silica-containing material in question;
- The source of the objective data;
- The testing protocol and results of testing;
- A description of the process, task, or activity on which the objective data were based; and
- Other data relevant to the process, task, activity, material, or exposures on which the objective data were based.

Fontaine Bros Inc.” will ensure that objective data are maintained and made available in accordance with 29 CFR 1910.1020. Objective data records will be kept for at least 30 years.

Fontaine Bros Inc.” will make and maintain an accurate record for each employee enrolled in the Medical Surveillance portion of this program. The record shall include the following information about the employee:

- Name and social security number;
- A copy of the PLHCPs’ and/or Specialists’ written medical opinions; and
- A copy of the information provided to the PLHCPs and Specialists.

Fontaine Bros Inc.” will ensure that medical records are maintained and made available in accordance with 29 CFR 1910.1020. Medical records will be kept under lock and key for at least the duration of employment plus 30 years. It is necessary to keep these records for extended periods because Silica-related diseases such as cancer often cannot be detected until several decades after exposure. However, if an employee works for an employer for less than one year, the employer does not have to keep the medical records after employment ends, as long as the employer gives those records to the employee.

## PROGRAM EVALUATION

This program will be reviewed and evaluated on an annual basis by the Safety Department unless changes to operations, the OSHA Respirable Crystalline Silica Construction Standard (29 CFR 1926.1153), or another applicable OSHA Standard require an immediate re-validation of this program.

## ASBESTOS

It is the responsibility of each contractor and sub-contractor to determine the presence of hazardous materials and invoke safe work practices meeting all federal, state, and local mandates regarding disturbing, handling, removing, storage, and disposing of same.

Based on information available, it has been determined that this site has; *(Circle any or all that apply)*

- Asbestos
- No Asbestos
- Possibility of Asbestos

Asbestos may be found in the following locations on this project; *(Circle any or all that apply)*

- Boilers and Heating Systems
- Ceiling tiles
- Floor tile(s)
- Glue daubs
- Window caulking and glazing
- Linoleum and cove base
  - Pipe insulation
  - Plaster
  - Roofing adhesives, flashing and membranes
  - Sheetrock and joint compound

Although some materials can be identified as non-asbestos by touch (such as fiberglass), the only way to confirm whether or not the material is non-asbestos is to test it.

All material that has not been tested, but has the possibility of being asbestos must be treated as “presumed asbestos containing material” or PACM

Review any survey that has been done by the facility for the project. If there is any substance or material found during any on site activity that is unknown or presumed to be asbestos, stop all work activities immediately and contact the Fontaine Bros. representative. Please refer to emergency contacts on page 2 of the site specific manual.

**\*See appendices for abatement checklist form and asbestos training package.**

## LEAD

Lead contaminated materials, including glazed blocks and tiles, paints, plumbing and stains may be present on site. The following materials are commonly found to have lead. See Hazardous Materials Report.

- Wood
- Glazed Block
- Glazed Tile
- Paint
- Steel

Lead containing materials shall be properly removed and disposed of using lead safe work practices.

Lead contaminated wastes shall not be discarded into a construction dumpster, as the level of lead may exceed a TCLP (Toxicity Characteristic Leaching Procedure) test, rendering the dumpster contaminated and unable to be disposed of, except at an approved lead landfill, with appropriate documentation.

Fontaine Bros Inc.", with the permission of the owner or owner's representative, is responsible for the safe removal and disposal of all lead containing materials.

For this project, the contact person for lead safe work practices and disposal requirements is listed on the emergency contacts page and/or contact Fontaine's on site representative.

Review any survey that has been done by the facility for the project. If there is any substance or material found during any on site activity that is unknown or presumed to be lead, stop all work activities immediately and contact the Fontaine Bros. representative. Please refer to emergency contacts on page 2 of the site specific manual.

**\*See appendices for lead training package.**

## INDOOR AIR QUALITY (IAQ) MANAGEMENT PROGRAM

Incorporate indoor air quality goals into the construction process. Ensure that all members of the construction project team are knowledgeable about indoor quality issues and have defined responsibilities for implementation of good indoor air quality practices.

Require the development and use of this indoor air quality management plan. The purpose of the management plan is to prevent residual problems with indoor air quality in the completed building and protect workers on the site from undue health risks during construction. The plan should identify specific measures to address:

- Problem substances, including: construction dust, chemical fumes, off-gassing materials, and moisture. The plan should ensure that these problems are not introduced during construction, or, if they must be, eliminates or reduces their impact.
- Areas of planning, including: product substitutions and materials storage, safe installation, proper sequencing, regular monitoring, and safe and thorough cleanup.

Conduct regular inspection and maintenance of indoor air quality measures including ventilation system protection and ventilation rate. Conduct safety meetings, develop signage, and establish subcontractor agreements that communicate the goals of the construction indoor air quality plan. The indoor air quality construction plan is also a good opportunity to proscribe behaviors unacceptable to the owner that represent a potentially negative impact on long term indoor air quality such as smoking, using chew tobacco, or wearing contaminated work clothes.

Require contractors to provide information on product substitutions sufficient to enable operations and maintenance staff to properly maintain and repair materials in place.

### Construction Practices

During construction, there are several simple actions contractors can perform that will minimize the potential for indoor air quality problems. Trades that need to be especially careful include: flooring, roofing, painting, drywall, HVAC, insulators, and the clean-up crew.

**Keep building materials dry.** Building materials, especially those with moisture absorbing properties like wood, insulation, paper, and fabric, should be kept dry to prevent the growth of mold and bacteria. If moisture is present, mold will grow on any virtually any material. Some building materials such as wood may arrive at the construction site with a high- moisture content or may have been wetted before arrival or during the transport process. Wet materials need to be allowed to dry as much as possible as weather permits. Cover dry materials with plastic to prevent rain damage, and if resting on the ground, use spacers to allow air to circulate between the ground and the materials.

**Dry water damaged materials quickly.** Water damaged materials should be dried within 24 hours. Due to the possibility of mold growth, materials that are damp or wet for more than 72 hours may need to be discarded.

**Clean spills immediately.** If solvents, cleaners, gasoline, or other odorous or potentially toxic liquids are spilled onto the floor, they should be cleaned up immediately. If a spill occurs on an easily replaced building material, it may be safest to discard it and replace it with new material. Odors from significant spills can linger sometimes for years, causing comfort and health problems for the future occupants of the building.

**Seal unnecessary openings.** Seal all unnecessary openings in walls, floors, and ceilings that separate conditioned space (heated or cooled) from unconditioned space. For example, it is common to punch large holes in the floor to allow pipes and wires to run between the rooms above and the crawlspaces or tunnels below. These oversized openings can cause two significant indoor air quality problems. Air that is contaminated with mold, radon, moisture, and pesticides can easily enter the rooms; and pests such as roaches or rodents can enter the rooms, leaving behind odors and allergens.

**Temporarily seal duct-work.** As duct-work is being installed, all return and supply air vents and any open duct-work should be temporarily sealed to prevent the duct-work and air handling units from being contaminated with construction debris or dust.

**Ventilate when needed.** Some construction activities can release large amounts of VOCs into the building, and if the building is already enclosed with walls, windows, and doors, outdoor air can no longer easily flow through the building and remove the VOCs. In addition to affecting the health of the construction workers, these VOCs can also be adsorbed onto other building materials and be re-released into the air later when the building is occupied by children and staff. During certain construction activities, temporary ventilation systems should be installed to quickly remove the gases.

Ventilation is generally needed when “wet” building materials are in use, when using materials that give off an odor, or when using materials that carry a manufacturer’s warning regarding the need for ventilation. Odors from building materials are the result of chemicals being released from the materials into the air, so if there is an odor present, it is safest to provide ventilation that will quickly remove those odors from the building. Examples of potentially problematic construction activities include painting (even with no- or low-VOC paints), spreading of floor adhesives, and use of large amounts of caulk, sealants, and cleaning agents. Additionally, the installation of large amounts of building materials, such as carpet or vinyl-based flooring products and composite wood cabinets and shelves, can require extra ventilation if the material has not been carefully selected or aired-out before being unrolled or unpackaged within the building.

**During installation of carpet, paints, furnishings, and other VOC-emitting products, provide supplemental (spot) ventilation for at least 72 hours after work is completed.**

It is important that an exhaust fan be used to pull the polluted air out of the building, not to push outdoor air into the building. Simply opening windows or doors is not enough to effectively exhaust contaminants in most cases. The fan should be placed in a window or exterior door as close to the work area as possible, and any openings in the window or door around the fan be temporarily sealed with plastic or cardboard.

Then open a window or exterior door at the opposite end of the room or building, so that fresher outdoor air will flow across the work area and sweep polluted air out through the exhaust fan. The size of exhaust fan needed will increase as the size of the room increases, and as the amount of gases being released into the air increases. The fan should provide about 5 air changes per hour (5 ACH). Divide the volume of the room in cubic feet by 12 to get the minimum amount of cubic feet per minute (CFM) that the fan must be able to exhaust. For example, a room with a volume of 9000 cubic feet (1000 square feet of floor area with 9 foot ceilings) divided by 12 results in a fan of 750 CFM. A 21 inch box fan may be sufficient for a single room if the materials are not too strong a source of gases, but would certainly not be sufficient for a wing or a whole building. As a rule of thumb, there may be enough airflow if odors do not spread out of the immediate area where the work is being performed, if dust or smoke released into the air can be seen to be drawn towards the exhaust fan. As long as the odors or air pollutants are present, the temporary exhaust ventilation must continue to be operated, even during nights and weekends if necessary. Ventilation should continue for a minimum of 24 hours after completion, or until there are no longer any noticeable odors.

**Barriers** are to be installed to prevent dust mitigation into occupied areas. The barriers will be made from 6mil poly held into place with tensioners or high quality duct-tape. A negative pressure will be created in the work zone using one or more negative pressure ventilation machines. The filter media on each machine will be inspected and replaced at regular intervals.

**Reduce construction dust.** Minimize the amount of dust in the air and on surfaces. Examples include use of vacuum assisted drywall sanding equipment, and use of vacuums instead of brooms to clean construction dust from floors. **Use wet sanding for gypsum board assemblies when possible.**

**Exception:** Dry sanding is acceptable if the following measures are taken:

- Full isolation of space under finishing
- Vacuum systems are used
- Plastic protection sheeting is installed to provide air sealing during the sanding
- Closure of all air system devices and ductwork
- Sequencing of construction precludes the possibility of contamination of other spaces with gypsum dust
- Worker protection is provided. Use safety meetings, signage, and subcontractor agreements to communicate the goals of the construction indoor air quality plan.

**Avoid use of combustion equipment indoors.** Engines and heaters that run on gasoline, diesel, kerosene, or other fossil fuels should not be operated indoors unless absolutely necessary, and only when large quantities of exhaust ventilation are provided to remove combustion pollutants such as carbon monoxide and moisture.

**Store liquids outdoors.** To reduce the possibility of spills during storage, transfer, or mixing, store all odorous or toxic liquids outside the building and protect against freezing.

**Smoking** will only be allowed in designated areas. No exceptions.

## ENVIRONMENTAL

### Hazardous Materials

- Fontaine Bros Inc.” shall make the owner or the owner’s designee/representative aware of any hazardous materials found on site that were not previously addressed or identified at the beginning of the project.
- Fontaine Bros Inc.” shall notify the owner or the owner’s designee/representative about any hazardous material incidents on site, regardless of size or quantity.
  - Leaks, spills or other types of contamination to air, soil or water which include chemicals, gasoline, hydraulic fluids and oils must be reported immediately
    - If the leak or spill is a “reportable quantity” of a chemical, gas or oil greater than 10 gallons (may be less depending on material), spilled directly to water regardless of quantity, or spilled to a direct pathway to water (i.e. storm drain), the owner or the owner’s designee / representative must be notified, the local fire department and/or the Massachusetts Department of Environmental Protection shall be notified.
  - Hazardous materials shall be contained and labeled in a manner acceptable to the authority having jurisdiction.
  - Hazardous materials shall be properly labeled, as referenced in the Hazard Communications section of this program.

Hazardous materials including chemicals, cleaning agents, including those used for power washing of buildings and oil shall not be discharged or disposed of; to driveway, ground, road, sewer, storm drain or trash/waste receptacle or any other non-approved manner.

- The facility (owner) shall identify, with appropriate environmental assistance, the most appropriate manner in which to properly discard the hazardous material or waste, in accordance with the requirements of the state and federal environmental protection requirements.
  - For additional information and regulatory requirements, see the following sections;
    - Hazardous Waste
    - Solid Waste and Recycling
    - Storm Water
    - Universal Waste

### Hazardous Waste

Each contractor and sub-contractor is ultimately responsible for the identification, disposal and record keeping requirements of hazardous waste generated from the site and processes, such as lead based paint, asbestos, contaminated materials, and chemicals present at the facility. Contractors and sub-contractors are responsible for any waste they create on the site that is unrelated to the owner, including but not limited to; cutting oil, and concrete cleaners, cleaning compounds, solvents etc.

### Storm Water

- As part of this requirement, this project shall have a storm water pollution protection plan (SWPPP) to limit the discharge of construction materials, waste, including chemicals, cleaning materials, mud and sand into a storm drain and other “navigable” waterways.

- The SWPPP, because it applies to ground water and water run-off must take into consideration all potential wastes leaving the construction site.
  - Acid or power washing of buildings must be controlled in a manner acceptable to the DEP / EPA
  - Areas for the washing of vehicles and concrete equipment must be controlled.
  - Oil must be stored in a manner to prevent the release in the case of a spill. Fontaine Bros Inc.” must check with the Owner to determine if SPCC regulations apply. If so, Fontaine Bros Inc.” must supply a list of all oil being stored in 55 gallons or larger to the owner, and must abide by the SWPPP.
- The responsible contractor shall control run-off with appropriate measures that may include, but are not limited to;
  - Catch basin filters
  - Soil retaining measures
  - Street sweeping (frequent)
- Fontaine Bros Inc.”, the sub-contractor (if applicable) and the Owner shall meet and discuss all options available to decide on the best management practices for the control of run-off.

## HEALTH

### General Health and Sanitation

- Housekeeping practices are reflective of the site health and sanitation program
- Contractors and sub-contractors shall be responsible for providing their workers with adequate potable water and disposable cups for the purpose of employee hydration.
- Fontaine Bros Inc.” shall provide the appropriate sanitary restroom facilities, unless otherwise negotiated with the owner.
- All restroom facilities shall have, as a minimum alcohol-based hand cleaners and disposable toilet paper.

**HAZARD COMMUNICATION- Global Harmonized System (GHS) SAFETY PLAN DEFINITIONS:** For purposes of HAZARD COMMUNICATION (GHS) SAFETY PLAN, the following will apply:

1. “Article” means a manufactured item other than a fluid or particle that is formed to a specific shape or design during manufacture, and has use function(s) dependent in whole or in part upon its shape or design during end use; and under normal conditions of use does not release more than very small quantities, e.g., minute or trace amounts of a Hazard chemical and does not pose a physical hazard or health risk to employees.
2. “Assistant Secretary” means the Assistant Secretary of Labor for Occupational Safety and Health, U.S. Department of Labor, or designee.
3. “Chemical” means any substance, or mixture of substances.
4. “Chemical Manufacturer” means a manufacturer with a workplace where chemical(s) are produced for use or distribution.
5. “Chemical Name” means the scientific designation of a chemical in accordance with the nomenclature system developed by the International Union of Pure and Applied Chemistry (IUPAC) or the Chemical Abstracts Service (CAS) rules of nomenclature, or a name that will clearly identify the chemical for the purpose of conducting a hazard classification.
6. “Classification” means to identify the relevant data regarding the hazards of a chemical; review those data to ascertain the hazards associated with the chemical; and decide whether the chemical will be classified as Hazard according to the definition of a Hazard chemical. In addition, classification for health and physical hazards includes the determination of the degree of hazard by comparing the data with the criteria for health and physical hazards.
7. “Commercial Account” means an arrangement where a retail distributor sells Hazard chemicals to a company, generally in large quantities over time and/or at costs that are below the regular retail price.
8. “Common Name” means any designation or identification such as code name, code number, trade name, brand name or generic name used to identify a chemical other than by its chemical name.
9. “Container” means any bag, barrel, bottle, box, can, cylinder, drum, reaction vessel, storage tank, or the like that contains a Hazard chemical. Pipes or piping systems, and engines, fuel tanks, or other operating systems in a vehicle, are not considered to be containers.
10. “Designated Representative” means any individual or organization that our employee gives written authorization to exercise such employee’s rights. A recognized or certified collective bargaining agent will be treated automatically as a designated representative without regard to written employee authorization.

11. "Director" means the Director, National Institute for Occupational Safety and Health, U.S. Department of Health and Human Services, or designee.
12. "Distributor" means a business, other than a chemical manufacturer or importer that supplies Hazard chemicals to other distributors or to employers.
13. "Employee" means employee who may be exposed to Hazard chemicals under normal operating conditions or in foreseeable emergencies. Employees who encounter Hazard chemicals only in non-routine, isolated instances are not covered.
14. "Employer" means a person engaged in a business where chemicals are either used, distributed, or are produced for use or distribution, including a contractor or subcontractor.
15. "Exposure or Exposed" means that an employee is subjected in the course of employment to a chemical that is a physical or health hazard, and includes potential (e.g. accidental or possible) exposure. "Subjected" in terms of health hazards includes any route of entry (e.g. inhalation, ingestion, skin contact or absorption.)
16. "Foreseeable Emergency" means any potential occurrence such as, but not limited to, equipment failure, rupture of containers, or failure of control equipment that could result in an uncontrolled release of a Hazard chemical into the workplace.
17. "Hazard Category" means the division of criteria within each hazard class, e.g., oral acute toxicity and flammable liquids include four hazard categories. These categories compare hazard severity within a hazard class and should not be taken as a comparison of hazard categories more generally.
18. "Hazard Class" means the nature of the physical or health hazards, e.g., flammable solid, carcinogen, oral acute toxicity.
19. "Hazard Not Otherwise Classified (HNOC)" means an adverse physical or health effect identified through evaluation of scientific evidence during the classification process that does not meet the specified criteria for the physical and health hazard classes addressed in this section. This does not extend coverage to adverse physical and health effects for that there is a hazard class but the effect either falls below the cut-off value/concentration limit of the hazard class or is under a GHS hazard category that has not been adopted by OSHA.
20. "Hazard Statement" means a statement assigned to a hazard class and category that describes the nature of the hazard(s) of a chemical, including the degree of the hazard.
21. "Hazard Chemical" means any chemical that is classified as a physical hazard or a health hazard, a simple combustible dust, pyrophoric gas, or hazard not otherwise classified.
22. "Hazard Classification" means chemical manufacturers and importers will evaluate chemicals produced in their workplaces or imported by them to classify the chemicals in accordance with this section. For each chemical, the chemical manufacturer or importer will determine the hazard classes, and where appropriate, the category of each class that apply to the chemical being classified. The company is not required to classify chemicals unless they choose not to rely on the classification performed by the chemical manufacturer or importer for the chemical to satisfy this requirement.
23. "Health Hazard" means a chemical that is classified as posing one of the following Hazard effects: acute toxicity (any route of exposure); skin corrosion or irritation; serious eye damage or eye irritation; respiratory or skin sensitization; germ cell mutagenicity; carcinogenicity; reproductive toxicity; specific target organ toxicity (single or repeated exposure); or aspiration hazard.

24. "Immediate Use" means that the Hazard chemical will be under the control of and used only by the person who transfers it from a labeled container and only within the work shift where it is transferred.
25. "Importer" means the first business with employees within the Customs Territory of the United States that receives Hazard chemicals produced in other countries for the purpose of supplying them to distributors or other employers within the United States.
26. "Label" means an appropriate group of written, printed or graphic information elements concerning a Hazard chemical that is affixed to, printed on, or attached to the immediate container of a Hazard chemical, or to the outside packaging.
27. "Label Elements" means the specified pictogram, hazard statement, signal word and precautionary statement for each hazard class and category.
28. "Mixture" means a combination or a solution composed of two or more substances in that they do not react.
29. "Physical Hazard" means a chemical that is classified as posing one of the following Hazard effects: explosive; flammable (gases, aerosols, liquids, or solids); oxidizer (liquid, solid or gas); self-reactive; pyrophoric (liquid or solid); self-heating; organic peroxide; corrosive to metal; gas under pressure; or in contact with water emits flammable gas.
30. "Pictogram" means a composition that may include a symbol plus other graphic elements, such as a border, background pattern, or color, that is intended to convey specific information about the hazards of a chemical. Eight pictograms are designated under this standard for application to a hazard category.
31. "Precautionary Statement" means a phrase that describes recommended measures that should be taken to minimize or prevent adverse effects resulting from exposure to a Hazard chemical or improper storage or handling.
32. "Product Identifier" means the name or number used for a Hazard chemical on a label or in the SDS. It provides a unique means so that the user can identify the chemical. The product identifier used will permit cross-references to be made among the list of Hazard chemicals required in the written hazard communication program, the label and the SDS.
33. "Produce" means to manufacture, process, formulate, blend, extract, generate, emit, or repackage.
34. "Pyrophoric Gas" means a chemical in a gaseous state that will ignite spontaneously in air at a temperature of 130 degrees F (54.4 degrees C) or below.
35. Responsible Party" means someone who can provide additional information on the Hazard chemical and appropriate emergency procedures, if necessary.
36. "Safety Data Sheet (SDS)" means written or printed material concerning a Hazard chemical that is prepared in accordance with the Hazard Communication regulations.
37. "Signal Word" means a word used to indicate the relative level of severity of hazard and alert the reader to a potential hazard on the label. The signal words used in this section are "danger" and "warning." "Danger" is used for the more severe hazards, while "warning" is used for the less severe.
38. "Simple Asphyxiate" means a substance or mixture that displaces oxygen in the ambient atmosphere, and can thus cause oxygen deprivation in those who are exposed, leading to unconsciousness and death.
39. "Specific Chemical Identity" means the chemical name, Chemical Abstracts Service (CAS) Registry Number, or any other information that reveals the precise chemical designation of the substance.
40. "Substance" means chemical elements and their compounds in the natural state or obtained by any

production process, including any additive necessary to preserve the stability of the product and any impurities deriving from the process used, but excluding any solvent that may be separated without affecting the stability of the substance or changing its composition.

41. "Trade Secret" means any confidential formula, pattern, process, device, information or compilation of information that is used in business, and that gives the business an opportunity to obtain an advantage over competitors who do not know or use it.
42. "Use" means to package, handle, react, emit, extract, generate as a byproduct, or transfer.
43. "Work Area" means a room or defined space in a workplace where Hazard chemicals are produced or used, and where employees are present.
44. "Workplace" means an establishment, job site, or project, at one geographical location containing one or more work areas.

### **Global Harmonized System Outline**

1. Hazard Classification: Chemical manufacturers and importers are required to determine the hazards of the chemicals they produce or import. Hazard classification under the new, updated standard provides specific criteria to address health and physical hazards as well as classification of chemical mixtures.
2. Labels: Chemical manufacturers and importers must provide a label that requires the use of a safety data sheet format and provides detailed information regarding the chemical. This includes a signal word, pictogram, hazard statement, and precautionary statement for each hazard class and category.
3. Safety Data Sheets: The new format requires 16 specific sections that will provide consistency in presentation of important protection information.
4. Information and Training: To facilitate understanding of the new system, the new standard requires that employees be trained on the new label elements and safety data sheet format, in addition to the current training requirements.

### **Labeling Requirements**

1. Chemical manufacturers and importers must provide a label that requires the use of a safety data sheet format and provides detailed information regarding the chemical. This includes a signal word, pictogram, hazard statement, and precautionary statement for each hazard class, category and mixed chemicals.
2. The HCS now requires the following label elements on labels of Hazard chemicals:
  - Name, Address and Telephone Number of the chemical manufacturer, importer or other responsible party.
  - Product Identifier is how the Hazard chemical is identified. This can be (but is not limited to) the chemical name, code number or batch number. The manufacturer, importer or distributor can decide the appropriate product identifier. The same product identifier must be both on the label and in section 1 of the SDS.
  - Signal Words are used to indicate the relative level of severity of the hazard and alert the reader to a potential hazard on the label. There are only two words used as signal words, "Danger" and "Warning." Within a specific hazard class, "Danger" is used for the more severe hazards and "Warning" is used for the less severe hazards. There will only be one signal word on the label no matter how many hazards

a chemical may have. If one of the hazards warrants a “Danger” signal word and another warrants the signal word “Warning,” then only “Danger” should appear on the label.

- Hazard Statements describe the nature of the hazard(s) of a chemical, including where appropriate, the degree of hazard. For example: “Causes damage to kidneys through prolonged or repeated exposure when absorbed through the skin.” All of the applicable hazard statements must appear on the label. Hazard statements may be combined where appropriate to reduce redundancies and improve readability. The hazard statements are specific to the hazard classification categories, and chemical users should always see the same statement for the same hazards no matter what the chemical is or who produces it.
  - Precautionary Statements describe recommended measures that should be taken to minimize or prevent adverse effects resulting from exposure to the Hazard chemical or improper storage or handling. There are four types of precautionary statements: prevention (to minimize exposure); response (in case of accidental spillage or exposure emergency response, and first-aid); storage; and disposal. For example, a chemical presenting a specific target organ toxicity (repeated exposure) hazard would include the following on the label: “Do not breathe dust, fumes, gas, mist, vapors, and/or spray.
3. Precautionary Statements may be combined on the label to save on space and improve readability. When a chemical is classified for a number of hazards and the precautionary statements are similar, the most stringent statements must be included on the label. In this case, the chemical manufacturer, importer, or distributor may impose an order of precedence where phrases concerning response require rapid action to ensure the health and safety of the exposed person. In the self-reactive hazard category.
  4. To develop labels under the revised HCS regulations, the manufacturers, importers and distributors must first identify and classify the chemical hazard(s) by including Pictogram(s) on the label. After classifying the Hazard chemicals, the manufacturer, importer or distributor then determines the appropriate pictogram(s) signal words, and hazard and precautionary statement(s), for the chemical label. Once this information has been identified and gathered, then a label may be created. In most cases, the precautionary statements are independent; however, OSHA does allow flexibility for applying precautionary statements to the label, such as combining statements, using an order of precedence or eliminating an inappropriate statement.
  5. The label producer may provide supplementary Information and additional instructions or information that it deems helpful. It may also list any hazards not otherwise classified under this portion of the label. This section must also identify the percentage of ingredient(s) of unknown acute toxicity when it is present in a concentration of  $\geq 1\%$  (and the classification is not based on testing the mixture as a whole). If the company decides to include additional information regarding the chemical that is above and beyond what the standard requires, it may list this information under what is considered “supplementary information.” There is also no required format for how a workplace label must look and no particular format the company has to use; however, it cannot contradict or detract from the required information.
  6. An example of an item that may be considered supplementary is the personal protective equipment (PPE) pictogram indicating what workers handling the chemical may need to wear to protect them. For example, the Hazard Materials Information System (HMIS) pictogram of a person wearing goggles may be listed. Other supplementary information may include directions of use, expiration date, or fill date, all of that may provide additional information specific to the process in that the chemical is used.

7. Pictograms are graphic symbols used to communicate specific information about the hazards of a chemical. On Hazard chemicals being shipped or transported from a manufacturer, importer or distributor, the required pictograms consist of a red square frame set at a point with a black hazard symbol on a white background, sufficiently wide to be clearly visible. A square red frame set at a point without a hazard symbol is not a pictogram and is not permitted on the label. The pictograms OSHA has adopted improve worker safety and health, conform to the GHS, and are used worldwide. While the GHS uses a total of nine pictograms, OSHA will only enforce the use of eight. The environmental pictogram is not mandatory but may be used to provide additional information. Employees may see the ninth symbol on a label because label preparers may choose to add the environment pictogram as supplementary information.
8. It is important to note that the OSHA pictograms do not replace the diamond shaped labels that the U.S. Department of Transportation (DOT) requires for the transport of chemicals, including chemical drums, chemical totes, tanks or other containers. Those labels must be on the external part of a shipped container and must meet the DOT requirements set forth in 49 CFR 172, While the DOT diamond label is required for all Hazard chemicals on the outside shipping containers, chemicals in smaller containers inside the larger shipped container do not require the DOT diamond but do require the OSHA pictograms.
9. The company is responsible for maintaining the labels on the containers, including, tanks, totes, and drums. This means that labels must be maintained on chemicals in a manner that continues to be legible and the pertinent information does not get defaced (i.e., fade, get washed off) or removed in any way.

## PICTOGRAMS AND HAZARDS

### Health Hazard



- » Carcinogen
- » Mutagenicity
- » Reproductive Toxicity
- » Respiratory Sensitizer
- » Target Organ Toxicity
- » Apiration Toxicity

### Flame



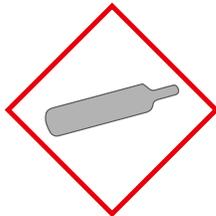
- » Flammables
- » Pyrophorics
- » Self-Heating
- » Emits Flammable Gas
- » Self-Reactives
- » Organic Peroxides

### Exclamation Mark



- » Irritant (skin and eye)
- » Skin Sensitizer
- » Acute Toxicity (harmful)
- » Narcotic Effects
- » Respiratory Tract Irritant
- » Hazardous to Ozone Layer (Non-Mandatory)

### Gas Cylinder



- » Gases Under Pressure

### Corrosion



- » Skin Corrosion/Burns
- » Eye Damage
- » Corrosive to Metals

### Exploding Bomb



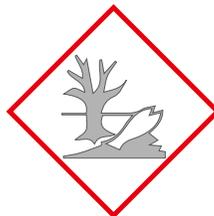
- » Explosives
- » Self-Reactives
- » Organic Peroxides

### Flame Over Circle



- » Oxidizers

### Environment



- » Aquatic Toxicity

### Skull & Crossbones



- » Acute Toxicity (fatal or toxic)

## EMPLOYEE TRAINING

### The 16 sections of a Safety Data Sheet (SDS):

1. Identification
2. Hazard identification
3. Composition/Information on ingredients
4. First-aid Measures
5. Fire Fighting Measures
6. Accidental Release Measures
7. Handling and Storage
8. Exposure Controls/ PPE
9. Physical and Chemical Properties
10. Stability and Reactivity
11. Toxicological Information
12. Ecological Information
13. Disposal Considerations
14. Transport Information
15. Regulatory Information
16. Other Information

## DEMOLITION: SUBPART T

A written demolition plan must be submitted and approved prior to building demolition. All demolition work, which creates dust (regardless of type), shall incorporate the use of dust control methods, such as a water spray, or other engineering controls to limit dust migration. The use of HEPA Vacuums will be used in conjunction with 6mil poly barriers to control airborne dust concentrations as needed.

### Demolition Safety Tips

Demolition work involves many of the same hazards that arise during other construction activities. However, demolition also involves additional hazards due to a variety of other factors. Some of these include: lead-based paint, sharp or protruding objects and asbestos-containing material.

### Preventing Falls

- Brace or shore up the walls and floors of structures which have been damaged and which employees must enter.
- Inspect personal protective equipment (PPE) before use.
- Select, wear and use appropriate PPE for the task.
- Inspect all stairs, passageways, and ladders; illuminate all stairways.
- Shut off or cap all electric, gas, water, steam, sewer, and other service lines; notify appropriate utility companies.
- Guard wall openings to a height of 42 inches; cover and secure floor openings with material able to withstand the loads likely to be imposed.
- Floor openings used for material disposal must not be more than 25% of the total floor area.
- Use enclosed chutes with gates on the discharge end to drop demolition material to the ground or into debris containers.
- Demolition of exterior walls and floors must begin at the top of the structure and proceed downward.
- Structural or load-supporting members on any floor must not be cut or removed until all stories above that floor have been removed.
- All roof cornices or other ornamental stonework must be removed prior to pulling walls down.
- Employees must not be permitted to work where structural collapse hazards exist until they are corrected by shoring, bracing, or other effective means.

## ELECTRICAL SAFETY

The Hazardous Energy Control Policy must include all known and potential energy sources, including but not limited to;

- Electrical
- Pneumatic
- Plumbing and steam

All electrical power is considered to be energized until the responsible electrician or appropriate competent person has verified and tested the system to make sure that it has been de-energized. No work will be permitted on live electrical per NFPA 70E.

The electrical safety program for this project shall include the effective management of the following;

### Electrical Cords

- Must be protected from physical damage
  - Flexible cords must be free of damage, splices and taps
  - Flexible cords shall be properly maintained and stored
  - Twisted cords shall be removed from service and destroyed to prevent future use
  - Free of splices
  - Flexible cords should not be so placed that they are considered a trip and fall hazard
  - Flexible cords shall have the appropriate grounding pins, or shall be double-insulate

### Lighting

- Shall be adequate for the job site and per specifications.
- Lighting shall be of the appropriate wattage, and placed in fixtures, including temporary in a manner specified by the lighting manufacturer
- Emergency lighting is required if work on the project will extend to after daylight hours
- Emergency lighting is required for below grade areas of the project and other areas where natural lighting is not available, in the event of a power failure.
- All temp services shall be installed with non-conductive materials.

### Power Tools

- Portable electrical equipment and tools must be grounded or double insulated
- The tools shall be free of damage, and if not removed from service
- Any power tool removed from service, because of damage, shall be labeled "Do Not Use."

### Ground Fault Circuit Interrupters (GFCI)

- GFCI protected equipment and tools can be accomplished by one of the following;
  - A GFCI outlet
  - An outlet protected by a GFCI breaker, or
  - A portable GFCI pigtail

- GFCI protection for all power tools and flexible cords is required for the duration of the project.
- When permanent wiring for the building / project or site has been completed, GFCI protection shall still be required. All contractors on site shall either;
- Obtain power from a permanently wired GFCI protected outlet, or
- Utilize a GFCI adapter / pigtail between the power supply and the flexible cord or tool being used

### Lock-Out / Tag-Out

- As part of the Hazardous Energy Control Policy, Fontaine Bros Inc.” must have a written Lockout / Tag out program on site.
- The Lockout / Tag out program shall take all types of hazardous energy into consideration.
- For this project, the following systems will need to be part of the Lockout
  - Chemical
  - Electrical
  - HVAC
  - Plumbing
  - Pneumatic
  - Steam
  - Other(s)

*Check off or otherwise identify all forms of energy that apply to the project*

Fontaine Bros Inc.” can default to the electrical contractor’s lockout / tagout program. As part of the Hazardous Energy Control Policy, Fontaine Bros Inc.” must identify the Lockout / Tagout program that will be used on site. This program, typically the most stringent shall be used by all of the contractors working on site, and shall incorporate the owners Hazardous Energy Program, as the owner will most likely be part of a hazardous energy control / shutdown.

For this project, Fontaine Bros Inc.” will use and train to the Hazardous Energy Control Policy of:

- General Contractor
- Electrical Sub-Contractor ✓
- Owner

*Check off the appropriate program to be used for this project.*

## TRENCHING AND EXCAVATION

### General Requirements

Protection of employees is required against cave-ins except when the excavation is in stable rock or less than five feet deep and where examination by a competent person provides no evidence that a cave-in should be expected; and against falling rock, soil or other material, by use of scaling to remove loose rock or soil

Material or equipment must be kept at least two feet from the edge of the trench.

Daily inspection of excavations and adjacent areas by a competent person, and removal of exposed employees if evidence of possible cave-ins, failure of protective systems, hazardous atmospheres or other hazardous conditions, until necessary precautions have been taken.

A **competent person** means one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary or dangerous to employees and, and who has the authority to take immediate corrective action or measures to eliminate them

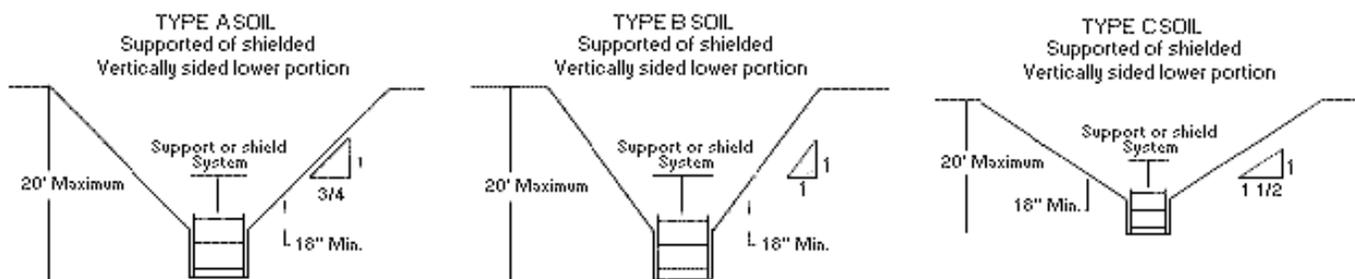
- Ramps, runways, ladders or stairs as a means of access or egress must be within 25 feet of an employee work area if a trench is four feet deep or more

Support systems such as shoring, bracing, or underpinning to ensure the stability of adjacent structures such as buildings, walls or sidewalks

- The standard allows an employer to use a trench box or shield that is either designed or approved by a registered professional engineer (R.P.E.) or is based on tabulated data by an R.P.E

The standard allows construction workers to remain inside trench shields that are being repositioned, provided that the shields are moved horizontally only and the shields are not stable and level on a flat surface.

FIGURE V:2-12. SLOPE AND SHIELD CONFIGURATIONS.



## SLOPING AND BENCHING

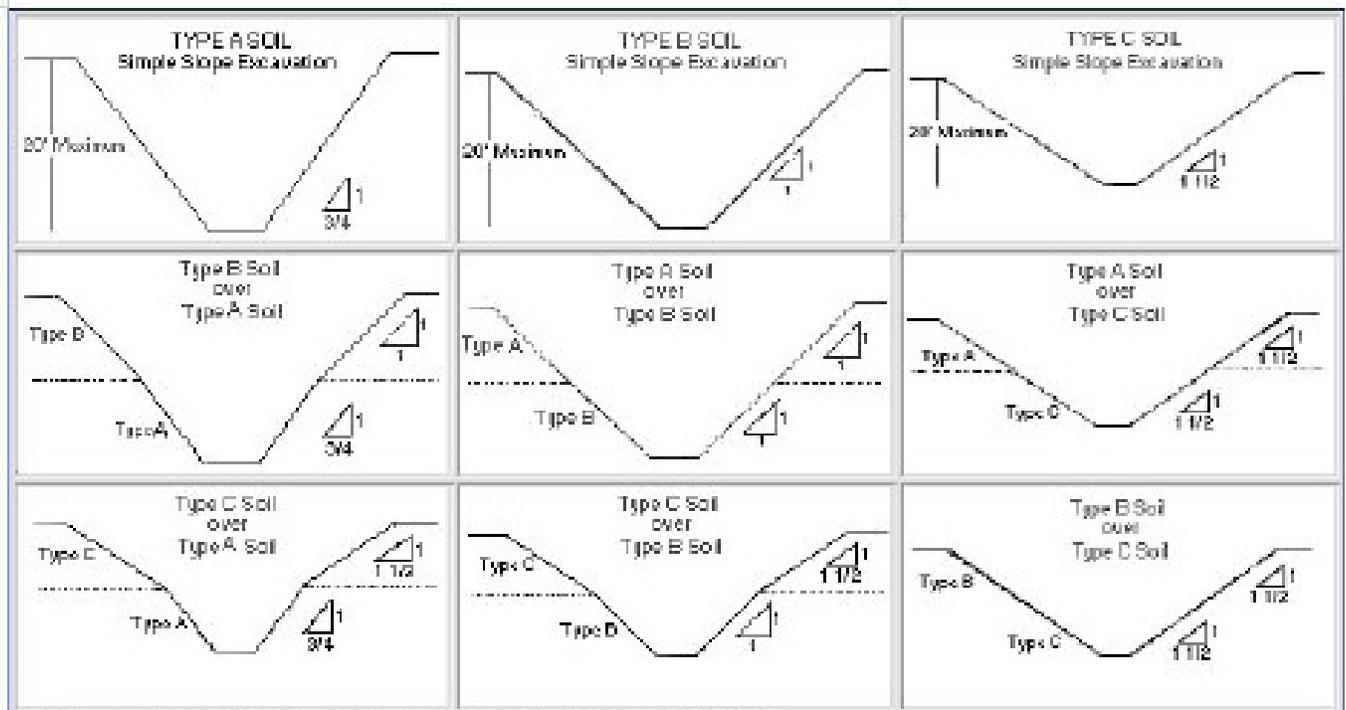
A. Sloping. Maximum allowable slopes for excavations less than 20 ft (6.09 m) based on soil type and angle to the horizontal are as follows:

TABLE V:2-1. ALLOWABLE SLOPES

Soil type	height/Depth ratio	Slope angle
Stable Rock	Vertical	90°
Type A	¾:1	53°
Type B	1:1	45°
Type C	1½:1	34°
Type A (short-term)	½:1	63°

(For a maximum excavation depth of 12 ft)

FIGURE V:2-13. SLOPE CONFIGURATIONS: EXCAVATIONS AND LAYERED SOILS



## Special Health and Safety Considerations

» **Competent Person:** The designated competent person should have and be able to demonstrate the following:

- Training, experience, and knowledge of:
  - Soil analysis;
  - Use of protective systems; and
  - Requirements of 29 CFR Part 1926 Subpart P.
- Ability to detect:
  - Conditions that could result in cave-ins;
  - Failures in protective systems;
  - Hazardous atmospheres; and
  - Other hazards including those associated with confined spaces.
- Authority to take prompt corrective measures to eliminate existing and predictable hazards and to stop work when required.

» **Surface Crossing of Trenches:** Surface crossing of trenches should be discouraged; however, if trenches must be crossed, such crossings are permitted only under the following conditions:

- Vehicle crossings must be designed by and installed under the supervision of a registered professional engineer.
- Walkways or bridges must be provided for foot traffic. These structures shall:
  - Have a safety factor of 4;
  - Have a minimum clear width of 20 in (0.51 m);
  - Be fitted with standard rails; and
  - Extend a minimum of 24 in (.61 m) past the surface edge of the trench.

» **Ingress and Egress:** Access to and exit from the trench require the following conditions:

- Trenches 4 ft or more in depth should be provided with a fixed means of egress.
- Spacing between ladders or other means of egress must be such that a worker will not have to travel more than 25 ft laterally to the nearest means of egress.
- Ladders must be secured and extend a minimum of 36 in (0.9 m) above the landing.
- Metal ladders should be used with caution, particularly when electric utilities are present.

» **Exposure to Vehicles:** Procedures to protect employees from being injured/killed by vehicle traffic include:

- Providing employees with and requiring them to wear warning vests or other suitable garments marked with or made of reflectorized or high-visibility materials.
- Requiring a designated, trained flagperson along with signs, signals, and barricades when necessary.

» **Exposure to Falling Loads:** Employees must be protected from loads or objects falling from lifting or digging equipment. Procedures designed to ensure their protection include:

- Employees are not permitted to work under raised loads.
- Employees are required to stand away from equipment that is being loaded or unloaded.

- Equipment operators or truck drivers may stay in their equipment during loading and unloading if the equipment is properly equipped with a cab shield or adequate canopy.

» **Warning Systems for Mobile Equipment:** The following steps should be taken to prevent vehicles from accidentally falling into the trench:

- Barricades must be installed where necessary.
- Hand or mechanical signals must be used as required.
- Stop logs must be installed if there is a danger of vehicles falling into the trench.
- Soil should be graded away from the excavation; this will assist in vehicle control and channeling of run-off water.

» **Hazardous Atmospheres and Confined Spaces:** Employees shall not be permitted to work in hazardous and/or toxic atmospheres. Such atmospheres include those with:

- Less than 19.5% or more than 23.5% oxygen;
- A combustible gas concentration greater than 20% of the lower flammable limit; and
- Concentrations of hazardous substances that exceed those specified in the Threshold Limit Values for Airborne Contaminants established by the ACGIH (American Conference of Governmental Industrial Hygienists).

All operations involving such atmospheres must be conducted in accordance with OSHA requirements for occupational health and environmental controls (see Subpart D of 29 CFR 1926) for personal protective equipment and for lifesaving equipment (see Subpart E of 29 CFR 1926). Engineering controls (e.g., ventilation) and respiratory protection may be required.

When testing for atmospheric contaminants, the following should be considered:

- Testing should be conducted before employees enter the trench and should be done regularly to ensure that the trench remains safe.
- The frequency of testing should be increased if equipment is operating in the trench.
- Testing frequency should also be increased if welding, cutting, or burning is done in the trench.

Employees required to wear respiratory protection must be trained, fit-tested, and enrolled in a respiratory protection program. Some trenches qualify as confined spaces. When this occurs, compliance with the Confined Space Standard is also required.

» **Emergency Rescue Equipment:** Emergency rescue equipment is required when a hazardous atmosphere exists or can reasonably be expected to exist. Requirements are as follows:

- Respirators must be of the type suitable for the exposure. Employees must be trained in their use and a respirator program must be instituted.
- Attended (at all times) lifelines must be provided when employees enter bell-bottom pier holes, deep confined spaces, or other similar hazards.
- Employees who enter confined spaces must be trained.

» **Standing Water and Water Accumulation:** Methods for controlling standing water and water accumulation must be provided and should consist of the following if employees are permitted to work in the excavation:

- Use of special support or shield systems approved by a registered professional engineer.
- Water removal equipment, i.e. well pointing, used and monitored by a competent person.
- Safety harnesses and lifelines used in conformance with 29 CFR 1926.104.
- Surface water diverted away from the trench.
- Employees removed from the trench during rainstorms.
- Trenches carefully inspected by a competent person after each rain and before employees are permitted to re-enter the trench.

» **Inspections:** Inspections shall be made by a competent person and should be documented. The following guide specifies the frequency and conditions requiring inspections:

- Daily and before the start of each shift;
- As dictated by the work being done in the trench;
- After every rainstorm;
- After other events that could increase hazards, e.g. snowstorm, windstorm, thaw, earthquake, etc.;
- When fissures, tension cracks, sloughing, undercutting, water seepage, bulging at the bottom, or other similar conditions occur;
- When there is a change in the size, location, or placement of the spoil pile; and
- When there is any indication of change or movement in adjacent structures.

## CONFINED SPACE ENTRY

### Assignment of Responsibility

Typically, while performing work on a construction site, the Company may serve in the role of an Entry Employer or as the Host Employer or Controlling Contractor, as defined herein. The following outlines the Assignment of Responsibilities as well as guidance and recommendations pertaining to each of these roles.

**Company Policy:** When the scale of the project is such that Host Employer does not possess confined space entry resources and the requirements of the OSHA regulation are beyond the capability of the Company, contracting the confined space entry work to a qualified entity that has this capability is highly recommended to ensure the health and safety of the Company's workers is protected.

The effectiveness of this program depends on proactive engagement and communication of construction site management and employees. Before work begins at a construction site, each employer must ensure that a competent person identifies all confined spaces in which one or more of the employees it directs may work and identifies each space that is a permit space, through consideration and evaluation of the elements of that space, including testing as necessary.

If any employer conducting work on a construction site decides that employees it directs will enter a permit space, that employer (Entry Employer) must have a written permit space program implemented at the construction site. A written program, as outlined here, must be made available prior to and during entry operations for inspection by employees and their authorized representatives.

Interaction and information sharing with client facility representatives, general contractors and all related trade contractors is critical to this construction confined space process since hazards may be part of the jobs, tasks, and processes being completed by these multi-employer work environments. Clients may have confined spaces in their facilities or on active construction sites and it is important the Company work closely with these related organizations to identify these areas and take proper precautions.

This program (and the OSHA standard) is dependent upon the Controlling Contractor, rather than the Host Employer or Entry Employer, be the primary point of contact for information about permit spaces at the work site. The Host Employer must provide information it has about permit spaces at the work site to the Controlling Contractor, who then passes it on to the employers whose employees will enter the spaces (deemed "Entry Employers").

Likewise, Entry Employers must give the Controlling Contractor information about their entry program and hazards they encounter in the space and the Controlling Contractor passes that information on to other Entry Employers and back to the Host Employer.

The Controlling Contractor is also responsible for making sure employers outside a space know not to create hazards in the space and that Entry Employers working in a space at the same time do not create hazards for one another's workers.

*Note: If there is no Controlling Contractor, the Host Employer or another employer will perform these duties; or if the Controlling Contractor owns or manages the property, then it is both a Controlling Contractor also serves as the Host Employer.*

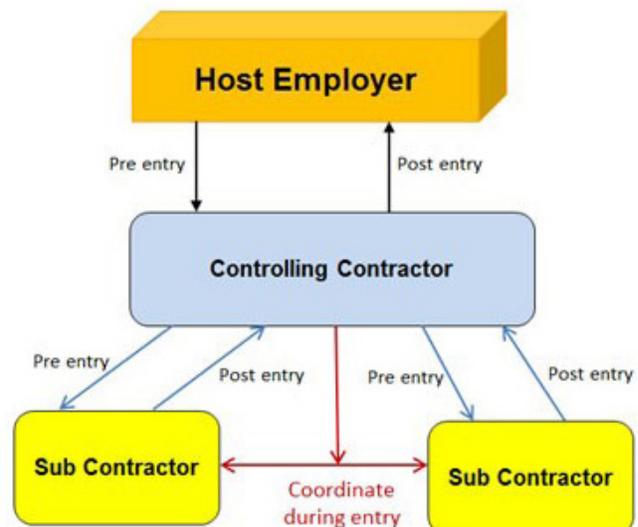
Before entry operations begin, the Controlling Contractor must:

- Obtain the Host Employer’s information about the permit space hazards and previous entry operations;
- Provide the following information to each entity entering a permit space and any other entity at the worksite whose activities could result in a hazard in the permit space:
  - The information received from the Host Employer;
  - Any additional information the Controlling Contractor has about the subjects the Host Employer is responsible for listed above; and
  - The precautions that the Host Employer, Controlling Contractor, or other Entry Employers implemented for the protection of employees in the permit spaces.

If the workplace contains one or more permit spaces, the Host Employer responsibilities include:

- Before entry operations begin, the Host Employer must provide the following information to the Controlling Contractor if available:
  - The location of each known permit space and inform exposed employees by posting signs reading “DANGER – PERMIT REQUIRED CONFINED SPACE, DO NOT ENTER” providing sufficient notification of the existence and location of, and danger posed by each permit space.
  - Inform, in a timely manner and in a manner other than posting, its employees’ authorized representatives and Controlling Contractor of the existence and location of, and the danger posed by, each permit space.
  - The hazards or potential hazards in each space or the reason it is a permit space; and
  - Any precautions that the Host Employer or any previous Controlling Contractor or Entry Employer implemented for the protection of employees in the permit space.

The diagram to the right should help to illustrate this flow of communication requirements, their assigned responsibilities within this program and the critical relationships between these key roles.



The Company Safety Manager is responsible for:

- Providing oversight and technical support,
- Securing the resources necessary to implement this program;
- Ensuring that routine safety checks of work operations are performed;
- Conducting an annual review of this program;
- Updates (as needed) to ensure the effectiveness of the program; and,
- Ensuring that proper reporting and record keeping is executed.

The Entry Supervisor is the Company qualified person (such as the site supervisor, foreman, or crew chief) responsible for determining if acceptable entry conditions are present at a permit space where entry is planned, for authorizing entry and overseeing entry operations, and for terminating entry as required by this standard. Note: An entry supervisor may also serve as an attendant or as an authorized entrant, as long as that person is trained and equipped as required by this standard for each role he or she fills. Also, the duties of entry supervisor may be passed from one individual to another during the course of an entry operation.

Specifically, the Entry Supervisor is responsible for:

- Assessing the space prior to entry to determine if the space meets the characteristics of a permit-required confined space;
- Knowing space hazards including information on the mode of exposure, signs, or symptoms and consequences of exposure;
- Verifying emergency plans and specified entry conditions such as permits, tests, procedures, equipment, and availability of rescue services before allowing entry;
- Terminating entry and canceling permits when entry operations are complete or if a new condition exists;
- Taking appropriate measures to remove unauthorized entrants; and,
- Ensuring that entry operations remain consistent with the entry permit and acceptable entry conditions are maintained.

The Authorized Entrant is the properly trained employee who has been authorized by the Entry Supervisor to enter a permit space. Specifically, the Authorized Entrant is responsible for:

- Knowing the hazards that may be faced during entry, including information on the mode, signs, or symptoms, and consequences of the exposure;
- Properly using equipment as required;
- Communicating with the Attendant during the entry so that the Attendant can monitor the status of the entry;
- Exiting from the permit space as soon as possible when ordered by the Attendant, when the entrant recognizes the warning signs or symptoms of exposure exists, when a prohibited condition exists, or when an automatic alarm is activated; and,
- Alert the Attendant immediately when a prohibited condition exists or when warning signs or symptoms of exposure exist.

The Attendant is an individual stationed outside one or more permit spaces who assesses the status of authorized entrants and who must perform the following duties:

- Is familiar with and understands the hazards that may be faced during entry, including information on the mode, signs or symptoms, and consequences of the exposure;
- Is aware of possible behavioral effects of hazard exposure in authorized entrants;
- Continuously maintains and ensures an accurate count of Authorized Entrants in the permit space;
- Remains outside the permit space during entry operations until relieved by another attendant; Note: Once an Attendant has been relieved by another Attendant, the relieved attendant may enter a permit space to attempt a rescue when the employer's permit space program allows attendant entry for rescue and the Attendant has been trained and equipped for rescue operations.
- Communicates with authorized entrants as necessary to assess entrant status and to alert entrants of the need to evacuate the space;
- Assesses activities and conditions inside and outside the space to determine if it is safe for entrants to remain in the space and orders the Authorized Entrants to evacuate the permit space immediately under any of the following conditions:
  - If there is a prohibited condition;
  - If the behavioral effects of hazard exposure are apparent in an authorized entrant;
  - If there is a situation outside the space that could endanger the authorized entrants; or
  - If the Attendant cannot effectively and safely perform all the duties as required under this standard;
- Summons rescue and other emergency services as soon as the Attendant determines that authorized entrants may need assistance to escape from permit space hazards;
- Takes the following actions when unauthorized persons approach or enter a permit space while entry is underway:
  - Warns the unauthorized persons that they must stay away from the permit space;
  - Advises the unauthorized persons that they must exit immediately if they have entered the permit space; and
  - Informs the Authorized Entrants and the entry supervisor if unauthorized persons have entered the permit space;
- Performs non-entry rescues as specified by the employer's rescue procedure; and
  - Performs no duties that might interfere with the Attendant's primary duty to assess and protect the Authorized Entrants.

**\*See appendices for the required confined space entry form.**

## FIRE PREVENTION

Whenever the fire detection system must be altered, shut-down or removed from service, the local fire department shall be notified in advance.

Fontaine Bros Inc.” shall also notify the owner and verify notification of the owner’s insurance company. In the event of a fire alarm, all persons within the building are required to evacuate as referenced in the Emergency Action Program section referenced at the beginning of the site specific environmental health and safety program.

### Fire Extinguishers

Extinguishers shall be conspicuously placed in appropriate areas of the construction or project site. As a minimum, a suitable (code compliant) extinguisher must be placed at;

- Each EXIT door on all floors
- Within 25’ of all hot work activities and operations, as well as on each welding cart
- No greater than 100 feet between units

Fire Extinguishers on site shall have the following;

- Annual (in date) inspection tag
- A gauge indicating fully charged, and
- Pin with security seal

Fire extinguishers shall only be used by personnel who have been trained to use this equipment. Persons without training shall evacuate the building. In the event of a fire emergency, regardless of size, the following shall occur;

- Notify person(s) within the immediate vicinity of the fire, and request that they evacuate.
- Leave the area or room, and if possible close the door to the room
- Activate the closest fire alarm pull station, which is typically located next to the stairs or exit door.
- From a safe location, such as outside by cell phone, dial the local emergency number or 911 and report the emergency.
- If the above requirements have been completed, you are trained, and you are comfortable with the size of the fire and the use of the extinguisher, then attempt to extinguish the fire, but do not place yourself at risk.
- Report all fires, and complete the appropriate incident reports. Return any damaged, defective, discharged or outdated extinguisher to the project superintendent for replacement.

### Fire Suppression

The fire suppression systems (sprinkler, standpipe or other specialized system) shall be installed and maintained in accordance with the requirements of the Massachusetts State Building Code, 780 CMR 9.

- For alterations and renovations, existing sprinklers and/or standpipes must remain in place and operational until it is absolutely necessary to remove parts there-of.

- Whenever the fire suppression system must be altered, shut-down or removed from service, the local fire department shall be notified in advance.

### **Flammable / Combustible Liquids**

- Shall be placed in appropriate containers and cabinets.
- The cabinets and containers shall be NFPA compliant, as required by the local building and fire departments.
- Shall not be located in a means of egress or exit.
- Shall be labeled properly (without abbreviation). The name of the chemical and the appropriate hazard must appear on the “appropriate” container.

### **Heating Equipment**

- Heating equipment used on site shall meet the requirements of OSHA 29 CFR 1926.53; 1926.154 and the local and state fire prevention regulations.
  - Permits are required for the use of salamanders and other heating equipment that utilize natural gas and/or propane.
  - Propane gas tanks and cylinders require;
    - Permits for the storage and use of gas
    - A suitable base
    - Gas cylinders require a chain or strap to secure
  - No flammable or combustible gases or liquids, or open flames can be located near any means of egress on a construction site. If heaters are located in close proximity to a door, the fuel supplying same shall be a minimum of 25’ from the door.
  - When heating devices are utilized on site, which require combustible fuels, including coal, fuels, gases and wood, an approved carbon monoxide detector shall be used to verify that levels are carbon monoxide do not exceed 30ppm.
  - L.P.G. Cylinders must be protected by contact with motorized vehicles.
  - Non-vented open flame heaters will not be used.
  - No propane-type heating units will be used in an enclosed building.

## COMPRESSED GAS CYLINDERS

### Storage and Handling

1. When not in use compressed gas cylinders must be capped, secured, and separated by 20 feet.
2. Store all cylinders in the upright position and secured.
3. Place valve protection caps on gas cylinders that are in storage or not in use.
4. Do not lift cylinders by the valve protection cap.
5. Do not store compressed gas cylinders in areas where they can come in contact with chemicals labeled "Corrosive."
6. Place cylinders on a cradle, sling board, pallet or cylinder basket to hoist them.
7. Do not place cylinders against electrical panels or live electrical cords where the cylinder can become part of the circuit.
8. Do not use a flame to check for propane cylinder leak, use a leak or monitor detector.
9. Use of Cylinders
10. Do not use dented, cracked, or other visually damaged cylinders.
11. Use only an open ended or adjustable wrench when connecting or disconnecting regulators and fittings.
12. Do not transport cylinders without first removing regulators and replacing the valve protection caps.
13. Close the cylinder valve when work is finished, when the cylinder is empty or at any time, the cylinder is moved.
14. Do not store oxygen cylinders near fuel gas cylinders such as propane or acetylene or near combustible material such as oil or grease.
15. Stand to the side of the regulator when opening the valve.
16. If a cylinder is leaking around a valve or a fuse plug, move it to an outside area away from where work is performed and tag it to indicate the defect.
17. Do not hoist or transport cylinders by means of magnets or choker slings.
18. Do not use compressed gas to clean the work area, equipment, or yourself.
19. Do not remove the valve wrench from acetylene cylinders while the cylinder is in use.
20. Open compressed gas cylinder valves slowly. Open fully when in use to eliminate possible leakage around the cylinder valve stem.
21. Purge oxygen valves, regulators, and lines before use.

### Torch on Applications

1. "Blow Out" hoses before attaching the torch.
2. Inspect hoses and torches before use. Replace damaged, burned, worn, or leaking parts.
3. Use a pressure gauge on every regulator. Do not use an adjustable regulator with a higher-pressure range than the original regulator that came with the torch.
4. Never face the gauge while opening the cylinder valve.
5. Before lighting a torch, purge the hose, adjust the working pressures, then use a friction lighter to ignite the gases. Do not use matches or a cigarette lighter.
6. Do not use oil, grease or other lubricants on the regulator.
7. When shutting off the torch, close the gas cylinder valve first and let the remaining gas burn out of the

hose before closing off the torch valve.

8. Never overfill a gas cylinder. It could explode.
9. Use only hoses listed for liquid petroleum (LP) gas.
10. Use soap solution to test for gas leaks before lighting.
11. Visually check and ensure that the flow of gas through the regulator is flowing in the proper direction. Directional flow is stamped on the regulator.
12. To keep 'frosting' from occurring, increase the size of the bottle or cylinder.
13. Secure propane tanks in an upright position and place them at least 10 feet from the open flame.
14. Keep non-applicators at least 10 feet from the flame.
15. Keep vent in pressure regulator clear at all times.
16. When shutting off the torch, close the propane cylinder valve first and let the remaining gas burn out of the hose.
17. Do not leave a lighted torch unattended.
18. Do not heat a cylinder to increase pressure.
19. Place a fire extinguisher near you, but away from the torch and other parts of LP gas equipment, when performing torch on operations.
20. Do not lay an operating torch over the edge of a roof.
21. Flash arrestors required at gauges to protect the tanks.
22. Do not lay an operating torch to rest on a gas cylinder. If there is a gas leak in the cylinder area, there could be a fire.

### **Portable Welding Equipment**

1. Wear a welding helmet or welding goggles during welding operations.
2. Do not use personal or employee-owned power tools and portable appliance while at work.
3. Do not perform welding tasks while wearing wet cotton gloves or wet leather gloves.
4. Insulated work gloves are required for all welders when using welding equipment.
5. Do not use welding apparatus if power plug is cut, frayed, split or otherwise visibly damaged or modified.
6. When replacing power plugs and cords of welding apparatus, always check to ensure that the ground wire is connected and the power plug prongs are not worn off, allowing the plug to be inserted backward.

## HOT WORK PERMIT PROCEDURE

**Purpose:** To outline the procedure and conditions under which Hot Work Permits will be issued.

**Objective:** The Hot Work Permit process is intended to assure that adequate operations and communication controls are in place when work is performed that could lead to ignition of flammable or combustible materials.

### DEFINITION

Hot work is defined as any work activity that involves cutting, welding, burning, heating or related operations which involve the use of an open flame or electric arc or any work activity involving the use of spark producing tools or equipment. Anyone involved in any of the aforementioned activities shall be adequately trained in the hot work procedures contained herein. Re-training will be required of anyone not conforming to established project hot work procedures.

### HOT WORK PROCEDURE

Not all situations that arise will be completely covered by this procedure. However, those situations or questions arising from interpretation should be referred to the Fontaine Safety Director. The Hot Work Permit shall be required of all subcontractors performing defined hot work around combustibles that cannot be relocated. The Fontaine Bros. superintendents shall determine if/when hot work permits are required, or the safety director deems them necessary. If a particular subcontractor is going to be working in a consistent area with consistent exposures and operations then a "Blanket Permit" can be issued if the Superintendent feels that the control is adequate. (A blanket permit will be limited to 5 consecutive working days.)

### HOT WORK PERMIT & DAILY LOG

1. Evaluate if hot work can be avoided. If not the Hot Work Permit must be completed along with the Daily Hot Work Log by subcontractors Competent person and distributed to the location of the Hot Work activities. Post the Hot Work Permit on the fire extinguisher where the Hot Work is taking place.
2. After completing the necessary information the recommended Precautions checklist must be completed as directed by the permit. The following checks must be managed to assure adequate protection:
  - Available Sprinklers, hose streams, fire extinguishers (and training in their use) are available and in use
  - Assure listed requirements are in place for work within 35 feet of combustibles, explosive atmospheres, flammable liquids, floor and wall openings, and combustible materials that cannot be moved or relocated
  - For combustibles that cannot be removed fire blankets shall be used to capture any welding slag or sparks created
  - For any work on walls and ceilings
  - For any work on enclosed equipment
  - Fire watches and work area monitoring are in place and remain so for a minimum of 60 minutes after the work has been completed

**\*See appendices for the hot work log. Safety Department to provide permit.**

## CRANES, DERRICKS, HOISTS AND LIFTS

All subcontractors performing crane activities shall submit to the Fontaine Project Team a pick plan to be reviewed prior to any crane activities on site and also comply with the requirements of OSHA Final Rule effective date November 8, 2010 (Subpart CC.)

- Fontaine Bros Inc.”, working with the crane operator shall insure that a “competent” person has been appointed to act as the person-in-charge for all lifts involving cranes, regardless of size and/or weight capacity.

The competent person will use the pick plan for regulatory and safety reasons. The plan must include, but is not limited to the following requirements;

- The operators proof of certification, annual inspection for the crane, as well as the signaler name and verification of training
- Area survey to ensure that the work site is stable and appropriate for the weight and work activities of the crane
- Description, type and rated capacity of the crane being used for the lift
- The list of the equipment or material being lifted, including weight, dimensions and other applicable information
- Appropriate sketches or blueprints of how the material will be lifted.
- Boom and swing angles, crane orientations, lifting points, methods of attachment and rated capacity.
- A pre-lift meeting with all personnel that will be involved with the lift, or in close proximity to same.

Fontaine Bros Inc.” or their designee is required to barricade or provide warnings to alert persons in close proximity about the overhead work. This shall include, but is not limited to;

- Protection of doorways and exits, which might include redirection to an alternative entrance / exit
- Tape off hazardous areas, including swing zones and areas where overhead hazards are likely to fall
- Inspections of cranes, derricks and associated attachments shall be made by a competent person prior to each use

Crane Operators are responsible for operations under their direct control. They shall;

- Not engage in any practice that will divert their attention while operating the hoisting equipment
- Not operate the lift if their operation is / might be impaired (mentally or physically)
- Perform an equipment assessment (walk around inspection) to verify personnel, equipment and site safety
- Place appropriate barriers or warning lines around the superstructure to prevent unauthorized entry into the site / area of swing
- Test all controls and emergency stops
  - Improperly functioning / working controls must be adjusted / repaired before the equipment is used.
  - If not repairable, the unit must be removed from service and locked and / or tagged “Out Of Service DO Not Use”.

- Respond appropriately to any signals from a trained “signal person”, or by radio or phone contact (hands-free).
- Be responsible for anyone working under their direct control, and shall stop any unsafe or potential unsafe operation until corrections can be made
- Secure and make safe any unattended hoisting equipment
- Not permit any person to work under the boom or suspended load

A competent, authorized and properly trained person shall inspect cranes, derricks and associated equipment, as specified by the manufacturer, prior to each use.

- Crane operators are responsible for their cranes and derricks before, during and after any lift.
  - If the safety of the personnel, equipment or facility is in question, the competent person shall;
    - Stop all hoist activities
    - Refuse to handle or lift non-conforming loads

Hoisting employees on a personal platform of cranes and derricks, when steel erection is being conducted is permitted, provided that all provisions of 29 CFR 1926.550 [except 1926.550(g)(2)] are met.

- Headache balls cannot be used to transport personnel
- Safety latches on crane hooks (regardless of hook capacity and size) shall not be deactivated, removed or disabled
- Crane Inspections shall;
  - Be performed by a competent person and shall include all aspects, as specified by the manufacturer of the crane.
  - A qualified rigger must be used during all rigging and hoisting operations

Use of cranes, including lifting procedures, assembling and disassembling shall be done in accordance with manufactures specifications.

## STEEL ERECTION: SUBPART R

### Requirements

In accordance with the requirements of OSHA, all employers are required to provide fall protection, equipment and training to their employees when working at elevations above a lower level, which includes but is not limited to the ground, platforms, structural steel members, roofs or dangerous equipment. Steel erectors on this project are responsible for their steel erection. Contractor and any subcontractor must have a written fall protection program and a competent person. A “competent person” must be on-site at all times.

### Fall Protection Review

Permanent floors shall be installed as soon as practical following the erection of structural members. At no time shall there be more than four floors or 48 feet of unfinished bolting or welding above the foundation or uppermost secured floor.

### Temporary Flooring

The erection floor shall be solidly planked or decked over its entire surface except for access openings. Planking shall be not less than 2 inches thick, full size, undressed, and shall be laid tight and secured against movement.

### Perimeter Protection

A safety railing of one-half inch diameter wire rope shall be installed and maintained approximately 42 inches (+/- 3”), around the periphery of all decked floors following the completion of structural steel erection on that floor. The distance between stanchions should not exceed 12 feet. Wire rope must not deflect more than 3 inches under a downward force of 200 pounds. All corner stanchions must have 3/4 kickers. Wire rope clamps must be installed 4 inches apart. Turn buckles must be installed at the end of each run, not to exceed more than 100 feet.

**\*See appendices for the deck turnover form.**

### Erection Plan

An erection plan consisting of the following items will be prepared and reviewed with the Project Manager prior to start of work.

### Crane

#### (Controlling Entity) Initial responsibility:

1. Provide firm, drained, and graded ground conditions sufficient to support equipment to manufacturer’s specification for support and degree of level.
2. Locate and inform the user of equipment of the location of underground hazards (voids, tanks, utilities)

- Identify crane set up locations
- Contact dig-safe
- Review all available as-builts and project drawings

**Prior to Operation:**

Assembly/Disassembly “Director”: Need letter from crane company on their official letterhead identifying Assembly/Disassembly Director as competent and qualified, for lattice Boom Cranes.

Operators: Current Operators License/Rigging & Signalman/ Medical Evaluation Certifications (Mass.)  
\*\*NCCCO Certification that demonstrates the proficiency and experience level of the operator.

Annual Inspection: Third Party Certification of Crane

- a. Mobile Hydraulic – Need third party certification within last year
- b. Lattice Boom Crane – Needs third party certification within the last year and the Assembly/Disassembly Director must be onsite during the erection of the Lattice Boom cranes completion.

Pick Plan:

- a. Diagram of crane set-up location
- b. Radius of all picks to be made
- c. Weights of pick at given radius – Determination of any “critical picks” (anything over 75% of capacity).
- d. Completion of Critical Pick Plan for any picks over 75% of capacity.

Overhead Electrical Exposure: (anything within 20 feet) \*\*Contact Fontaine Bros. Safety Director

Operators Daily Inspection: Written (to include all wire rope and all associated rigging)

Appointment of “Qualified Signalman”: Need to identifying Qualified Signal Person as competent and qualified for any crane signaling necessary due to obstructed views or site specific safety concerns to be conducted on site

Appointment of “Qualified Rigger”: Need to identifying Qualified Rigger as competent and qualified for any person:

- a. Engaged in hooking, unhooking or guiding the load
- b. Involved in rigging a suspended load that flies over any and all “Fall Zones”

**General Requirements**

A qualified person shall approve all changes in the safety erection plan.

A copy of the erection plan with all approved changes shall be maintained at the jobsite.

The implementation of the erection plan shall be under the supervision of a competent person.

## Fall Protection

Each employee engaged in a steel erection activity that is on a walking/working surface with an unprotected side or edge 6 feet or greater above a lower level shall be protected from fall hazards by guardrail systems, safety net systems, personal fall arrest systems.

Bundles of sheets or small material shall be so secured as to prevent them from falling. When setting structural steel, each piece shall be secured with not less than two bolts at each connection and drawn up wrench tight before the load is released. Material shall not be hoisted to a structure unless it is ready to be put into place and secured. When loads are being hoisted, all personnel are to be prevented from walking under the lift. No one shall be permitted to ride the load for any reason under any circumstances whatsoever. A tag line shall be used to control ALL loads. For the protection of other crafts on the project, signs shall be posted in the erection area marked, "DANGER- MEN WORKING OVERHEAD." "Christmas Tree" rigging, or the lifting of more than one member at one time shall conform to the requirements of Subpart R.

## Scope

1926.750

(a) This subpart sets forth requirements to protect employees from the hazards associated with steel erection activities involved in the construction, alteration, and/or repair of single and multi-story buildings, bridges, and other structures where steel erection occurs. The requirements of this subpart apply to employers engaged in steel erection unless otherwise specified. This subpart does not cover electrical transmission towers, communication and broadcast towers, or tanks.

Note to paragraph (a): Examples of structures where steel erection may occur include but are not limited to the following: Single and multi-story buildings; systems-engineered metal buildings; lift slab/tilt-up structures; energy exploration structures; energy production, transfer and storage structures and facilities; auditoriums; malls; amphitheatres; stadiums; power plants; mills; chemical process structures; bridges; trestles; overpasses; underpasses; viaducts; aqueducts; aerospace facilities and structures; radar and communication structures; light towers; signage; billboards; scoreboards; conveyor systems; conveyor supports and related framing; stairways; stair towers; fire escapes; draft curtains; fire containment structures; monorails; aerial ways; catwalks; curtain walls; window walls; store fronts; elevator fronts; entrances; skylights; metal roofs; industrial structures; hi-bay structures; rail, marine and other transportation structures; sound barriers; water process and water containment structures; air and cable supported structures; space frames; geodesic domes; canopies; racks and rack support structures and frames; platforms; walkways; balconies; atriums; penthouses; car dumpers; stackers/ reclaimers; cranes and craneways; bins; hoppers; ovens; furnaces; stacks; amusement park structures and rides; and artistic and monumental structures.

(b)(1) Steel erection activities include hoisting, laying out, placing, connecting, welding, burning, guying, bracing, bolting, plumbing and rigging structural steel, steel joists and metal buildings; installing metal decking, curtain walls, window walls, siding systems, miscellaneous metals, ornamental iron and similar materials; and moving point-to-point while performing these activities.

(2) The following activities are covered by this subpart when they occur during and are a part of steel erection activities: rigging, hoisting, laying out, placing, connecting, guying, bracing, dismantling, burning, welding, bolting, grinding, sealing, caulking, and all related activities for construction, alteration and/or repair of materials and assemblies such as structural steel; ferrous metals and alloys; non-ferrous metals and alloys; glass; plastics and synthetic composite materials; structural metal framing and related bracing and assemblies; anchoring devices; structural cabling; cable stays; permanent and temporary bents and towers; false work for temporary supports of permanent steel members; stone and other non- precast concrete architectural materials mounted on steel frames; safety systems for steel erection; steel and metal joists; metal decking and raceway systems and accessories; metal roofing and accessories; metal siding; bridge flooring; cold formed steel framing; elevator beams; grillage; shelf racks; multi-purpose supports; crane rails and accessories; miscellaneous, architectural and ornamental metals and metal work; ladders; railings; handrails; fences and gates; gratings; trench covers; floor plates; castings; sheet metal fabrications; metal panels and panel wall systems; louvers; column covers; enclosures and pockets; stairs; perforated metals; ornamental iron work, expansion control including bridge expansion joint assemblies; slide bearings; hydraulic structures; fascia's; soffit panels; penthouse enclosures; skylights; joint fillers; gaskets; sealants and seals; doors; windows; hardware; detention/security equipment and doors, windows and hardware; conveying systems; building specialties; building equipment; machinery and plant equipment, furnishings and special construction.

For this project, the following work activities and fall protection height requirements are;

- General Fall Protection 6 Feet
- Connectors / Deck Installers 6 Feet

Guardrails shall be at least 42" in height (+/- 3") with mid rails and toe boards in place. If materials are placed on the elevated surfaces, higher than the level of the toe board, a protective measure shall be attached to the elevated surface (guardrail system) to prevent the storage from being displaced, over the edge of the toe boards.

All wall openings, including windows with elevation differences >6' shall be properly protected with suitable guardrails or other recognized fall protection systems. When holes or openings are used for the passage of materials, such as through a window or elevated level of scaffolding/staging, the opening must be guarded on at least 3 sides when being used for the transfer of materials, and the 4th side, when not being used should be protected with a suitable (removable) guardrail or gate as specified by the competent person. Guardrails are required around points of access, such as a ladder-way. The open side of the opening shall be no greater than 18" or be off-set to prevent person(s) from falling through or into the opening. When the use of ladders or stilts are required that places the user above the level of fall protection, the competent person shall select an appropriate means of fall protection to cover the increase in height.

## WATER DAMAGE PREVENTION PLAN

### Purpose

The purpose of these Standard Operating Procedures is to establish a program for Water Damage Prevention Plan. This document describes the program parts, establishes program procedures and assigns roles and responsibilities for implementing and maintaining the program.

In the event of water infiltration immediately call Safety Director, Mark Bisson and also Garrett Oldfield for immediate cleanup response.

Garrett Oldfield | Owner | SOS Corp T: 774.462.7005 | E: garrett@soscorp.net

### Program Parts

The program consists of the following parts:

- Become familiar with entire project – both physically, mechanically/electrically.
- Identify where sensor technology (water, temperature and/or humidity) is needed and will be placed. Provide a map of such once sensor technology in place.
- Consolidate a complete and current set of plans, shop drawings, equipment specs, shut off valve map, sensor technology map and as built drawings.
- Collect maintenance manual and parts list on all domestic, hot, chillers, condenser, fire, pool, sumps and ejector pumps for the project.
- Setup maintenance program for all the above pumps.
- Establish emergency notifications and security procedures.
- Make a contact list of all emergency service companies and subcontractors on site.
- Prepare simple list with locations off all primary isolation valves: gas, water and sprinkler system
- Set dates and times for training of the Water Damage Prevention Plan.

### Records

Records will be kept with the appropriate MEP Subcontractor. Record information will contain:

- Manufacturer and model name of the pumps
- Manufacturer's identification number
- Month and year of manufacture
- A list of trained personnel and proof of training documents.
- Valve shut off (gas, water, gas, etc.) map.
- Sensor technology map.

### Procedures

- All primary isolation valves: e.g: gas, domestic hot/cold, chilled/heat/condenser, pool water and sprinkler system shall be shown to all associates of the project.
- Retraining on the location of the above valves is done on the monthly bases.
- Emergency contacts are updated with all vendors and their emergency contact numbers

- Emergency equipment such as water extractor, wet vacs, etc. are located on site.
- Emergency sprinkler shut off valve chart is located on site.

### **General Inspection**

The purpose of inspection is to determine that all water pipes, valves and pumps functioning properly. Refer to the Appendix for the inspection checklist.

### **Routine Inspection**

- Routine inspection is the responsibility of the appropriate MEP Subcontractor
- Performing a visual inspection before the start of each day is performed by the appropriate MEP Subcontractor
- Daily inspection of is performed by the appropriate MEP Subcontractor of the following:
  - wall openings (doors, windows) are sealed and inspected for potential water penetration and leakage
  - jobsite material storage to prevent water damage
  - heating in areas of wet pipes
  - insulated water lines
  - utility channels free of leaks
  - sprinkler heads protected from cold and accidental damage
  - areas above drop ceilings or below roof that are exposed to water or waste lines to ensure adequate heating
  - leak watch in place after hydro testing of plumbing and fire sprinkler testing
  - roof
  - storm drains
  - exterior landscaping, etc.
  - parking lot

### **Advanced Inspection**

Advanced inspections will be conducted at a minimum of every 12 months, or whenever routine inspections indicate that a problem exists. A complete inspection will be performed along with the advanced inspection on pumps and valves.

Designated personnel have been trained to provide advanced inspection. Annual advanced inspections will be coordinated by the appropriate MEP Subcontractor.

### **General Repairs**

The purpose of repair is to correct damage to ensure that pumps, pipes and valves are working properly. Repair must be done by licensed specialist. The appropriate MEP Subcontractor is responsible for coordinating all repairs.

**\*See appendices for the water damage prevention plan checklist.**

## MATERIAL HANDLING AND STORAGE

### General

- When storing materials, do not leave materials in aisles, walkways, stairways, roads or other points of entry or exit. All materials should be elevated off of the floors to prevent damage in the event of water infiltration. When moving or lifting materials by hand, avoid stress or strain.
- Flammable liquids and grease shall be stored in a “No Smoking” area and properly separated from other stored material.
- Each container will be identified as to its contents.
- “Hitching a ride” on tractors, cranes, Lulls or other vehicles is dangerous. Ride in cab of truck or where seat is provided. Jumping on/off moving vehicle is prohibited.

### Stacking

- Materials should be segregated as to kind, size and length, and placed in neat and orderly stacks that are racked, blocked or interlocked to prevent falling, collapsing or tripping hazards.
- Stacks of materials will be arranged to allow passageways between them and be well marked and visible at night.

### Rigging

- Good rigging is essential for moving construction materials and equipment and at the same time keep them under control.
- Never swing loads over the heads of workers in the area.
- Only qualified flagmen and signalmen are to direct operation, using hand signals established as standard for the industry.
  - Use the correct lifting technique and utilize hoisting equipment or engage the help of a fellow worker whenever heavy or unwieldy objects are to be moved.
- Use softeners where slings pass over sharp edges or corners.
- Tag lines must be used to control loads and keep workers away.
- Do not overload any part of your rigging. Check loads just off the ground for stability before hoisting. Insure that the center of gravity is directly below the hook.
- Never leave a suspended load unattended until safely landed.
- Never allow loads, booms, or rigging to approach within ten (10) feet of energized electrical lines rated 50 KV or lower unless the lines are de-energized. For lines rated greater than 50 KV or for moving loads, refer to O.S.H.A. Standards.
- Always operate cranes on firm, level ground or use mats, particularly for near-capacity lifts without-riggers.
- Rope off or barricade a space 360 degree around all cranes operating on your jobsite to the extent of the swing radius of the rear of the rotating structure.

### Rigging and Sling Safety

1. Load Angle Factor- Choosing Slings

To determine the safe working load:

- Length of leg (sling) divided by Height to Hook = Load Angle Factor
  - Load Angle Factor multiplied by Weight of Load = Stress
  - OR: 10 ft. ÷ 8 ft. to hook = 1.25 Load Angle Factor
  - 1.25 x 2000 = 2500 lbs... each leg- Safe Working Load Rating for your slings
2. Wire Rope
    - Made from preformed strands
    - Better load distribution
    - Prevents unraveling when cut
    - More flexible
    - Many uses
    - Less susceptible to corrosion, overtension, wear and crushing
  3. Wire Rope Construction
    - Lay: Direction of winding of wires in strands and strands in rope. Usually, 2 basic lays, Regular Lay and Lang Lay
    - Regular Lay- Wires are laid in one direction, strands are laid in opposite, Strong, withstands crushing and distortion due to short length of exposed wires
    - Lang Lay – Wires and strands are laid in same direction. Used in multiple sling hoisting as it has a tendency to untwist
  4. Synthetic Slings
    - Available in nylon or polyester
    - Nylon is resistant to many alkalis
    - Polyester is resistant to many acids
    - Polyester stretches only half as much as nylon
    - Advantages to Synthetic Slings
    - Width and texture prevent scratches
    - Very flexible, mold to the shape of the load
    - Not affected by moisture, no corrosion, non sparking
    - Can absorb heavier shocks than other materials
    - Available in a number of configurations
  5. Slings
    - Inspect daily for excessive wear
    - Look for
      - Colored threads,
      - Cuts, crushes, abrasions, melts
      - Burns, chemical or heat
      - Knots
    - Dispose of all slings which show signs of wear. Do not keep them with usable slings.
  6. Rigging Hardware – Hooks: carbon steel, alloy steel, bronze,
    - Quenched and tempered
    - Rated capacity permanently displayed

- Anchor Shackles: Screw pin, round pin, safety pin
- Chain Shackles: Screw pin, round pin, safety pin
- Turnbuckles, Eye Bolts, Clips, Load Binders, Chain Falls
- 7. Weight Determinations
  - Use drawings, catalogs, bills of lading
  - Use information on the load, paint, plate, tagged
  - Weigh the load, scale, dynamometer, crane load scale
  - Calculate the weight
- 8. Center of Gravity –
  - It's directly under the Hook
  - The point at which the object will balance
  - Locate CG, hook should be directly above it
  - If a load tilts when it is lifted, weight on one leg will increase, other will decrease
  - Points of attachment should lie above the CG

## WEATHER CONDITIONS

1. Spring
  - Thawing – ground that was once frozen may now be subject to thawing action. Care must be taken when placing heavy loads on ground level that may shift due to thawing action.
2. Summer
  - Heat Related Illnesses – the Emergency Action Plan must be kept up to date in order to handle heat related illnesses such as heat exhaustion and heat stroke which may arise in the summer months.
  - First Aid – members of the Emergency Action Plan must be properly trained in order to handle such heat related illnesses.
  - Drinking Water – adequate potable drinking water must be provided on site so that the workers can drink ample fluids throughout the day.
3. Autumn
  - Housekeeping – fallen leaves, branches, limbs, etc... that may create a housekeeping situation on must be cleaned up before it creates a slip/fall hazard.
4. Winter
  - Clothing – adequate layers of clothing must be worn so that the workers are adequately protected from frigid conditions.
  - Snow and Ice – all outside work areas, walkways, sidewalks, etc... must be properly cleared, sanded/salted and maintained to prevent a possible slip hazard.
  - Cold Related Illnesses – the Emergency Action Plan must be kept up to date in order to handle cold related illnesses such as frost bite and hypothermia, which could arise during the winter months.
  - First Aid – members of the Emergency Action Plan must be properly trained in order to handle cold related illnesses.
  - Building Access – if permanent elements of the building design are missing during construction (i.e. snow guards, gutters, canopies, etc...), and then attention should be given to those accessible areas around the building perimeter in order to deal with the elements such as rain and snow.

## ACTIVE SHOOTER

An Active Shooter is an individual actively engaged in killing or attempting to kill people in a confined and populated area; in most cases, active shooters use firearms(s) and there is no pattern or method to their selection of victims.

Active shooter situations are unpredictable and evolve quickly. Typically, the immediate deployment of law enforcement is required to stop the shooting and mitigate harm to victims.

Because active shooter situations are often over within 10 to 15 minutes, before law enforcement arrives on the scene, individuals must be prepared both mentally and physically to deal with an active shooter situation.

### **Good practices for coping with an active shooter situation:**

- Be aware of your environment and any possible dangers
- Take note of the two nearest exits in any facility you visit
- If you are in an office, stay there and secure the door
- If you are in a hallway, get into a room and secure the door
- As a last resort, attempt to take the active shooter down. When the shooter is at close range and you cannot flee, your chance of survival is much greater if you try to incapacitate him/her.
- CALL 911 WHEN IT IS SAFE TO DO SO!

### **How to respond when an active shooter is in your vicinity**

Quickly determine the most reasonable way to protect your own life.

#### **1. Evacuate. If there is an accessible escape path, attempt to evacuate the premises. Be sure to:**

- Have an escape route and plan in mind
- Evacuate regardless of whether others agree to follow
- Leave your belongings behind
- Help others escape, if possible
- Prevent individuals from entering an area where the active shooter may be
- Keep your hands visible
- Follow the instructions of any police officers
- Do not attempt to move wounded people
- Call 911 when you are safe

#### **2. Hide out. If evacuation is not possible, find a place to hide where the active shooter is less likely to find you. Your hiding place should:**

- Be out of the active shooter's view
- Provide protection if shots are fired in your direction (i.e., an office with a closed and locked door)
- Do not trap yourself or restrict your options for movement
- To prevent an active shooter from entering your hiding place:
  - Lock the door
  - Blockade the door with heavy furniture

**If the active shooter is nearby:**

- Lock the door
- Silence your cell phone and/or pager
- Turn off any source of noise (i.e., radios, televisions)
- Hide behind large items (i.e., cabinets, desks)
- Remain quiet

**If evacuation and hiding out are not possible:**

- Remain calm
  - Dial 911, if possible, to alert police to the active shooter's location
  - If you cannot speak, leave the line open and allow the dispatcher to listen
3. **Take action against the active shooter. As a last resort, and only when your life is in imminent danger, attempt to disrupt and/or incapacitate the active shooter by:**
- Acting as aggressively as possible against him/her
  - Throwing items and improvising weapons
  - Yelling
  - Committing to your actions

**How to respond when law enforcement arrives**

Law enforcement's purpose is to stop the active shooter as soon as possible. Officers will proceed directly to the area in which the last shots were heard.

- Officers usually arrive in teams of four (4)
- Officers may wear regular patrol uniforms or external bulletproof vests, Kevlar helmets, and other tactical equipment
- Officers may be armed with rifles, shotguns, handguns
- Officers may use pepper spray or tear gas to control the situation
- Officers may shout commands, and may push individuals to the ground for their safety.
- Remain calm and follow officers' instructions
- Put down any items in your hands (i.e., bags, jackets)
- Immediately raise hands and spread fingers
- Keep hands visible at all times
- Avoid making quick movements toward officers such as holding on to them for safety
- Avoid pointing, screaming and/or yelling
- Do not stop to ask officers for help or direction when evacuating, just proceed in the direction from which officers are entering the premises

### **Information to provide to law enforcement or 911 operator**

- Location of the active shooter
- Number of shooters, if more than one
- Physical description of shooter/s
- Number and type of weapons held by the shooter/s
- Number of potential victims at the location

Notes: The first officers to arrive to the scene will not stop to help injured persons. Expect rescue teams comprised of additional officers and emergency medical personnel to follow the initial officers. These rescue teams will treat and remove any injured persons. They may also call upon able-bodied individuals to assist in removing the wounded from the premises.

Once you have reached a safe location or an assembly point, you will likely be held in that area by law enforcement until the situation is under control, and all witnesses have been identified and questioned. Do not leave until law enforcement authorities have instructed you to do so.

## FINE CLASSIFICATION SYSTEM FOR UNSAFE ACTS/CONDITIONS

This document outlines Fontaine's program to fine companies, not individuals, whose employees are uncooperative in maintaining a safe site as part of the Projects Disciplinary Action Program. The subcontractor agrees to adhere to the fine schedule for violations about which he/she was notified by the site Supervisor, Project Manager, or Construction Management Representative and their agents.

The subcontractor agrees to have these fines withheld from monies due him/her. Any violation of this agreement will be cause for suspension of operations until the agreement is fully complied with. All monetary amounts outlined may be doubled for a second offense.

At the conclusion of the project, all funds collected will be donated on the behalf of the contractors employed on the project to a local charity.

**MONETARY CLASSIFICATIONS CHART**

Fine	Item #	Description
<b>Project Management</b>		
\$500	A1	Any action or in-action which could result in permanent injury or death will be fined with no warning. This may result in dismissal of worker and immediate fore-man.
\$250	A2	Employees did not receive safety training.
\$250	A3	New employee did not attend safety orientation.
\$250	A4	All employees did not attend and sign a weekly safety meeting.
\$250	A5	Appropriate first-aid supplies were not available on project.
<b>Hazard Communication</b>		
\$250	B1	Written Haz-Com program is not immediately available.
\$250	B2	Reliable procedure is not established for hazard communication.
\$250	B3	All employees have not received Haz-com training.
\$250	B4	Containers are not properly labeled.
\$250	B5	Complete SDS Index not available on project.
<b>Electrical</b>		
\$250	C1	Approved GFCI is not in use on all 120 volt, single-phase, 15 & 20 ampere receptacle outlets which are not part of the permanent structural wiring.
\$250	C2	Daily visual inspection of cords, plugs, tools, equipment, etc. not conducted.
<b>Fire Protection</b>		
\$250	D1	Employees have not been trained in evacuation, emergency firefighting response and equipment use.
\$250	D2	Adequate number of fire extinguishers is not available.
\$250	D3	“Hot Work” permit not obtained.
<b>Construction Area</b>		
\$250	E1	General Duty Clause Violation
\$250	E2	Defective tools and equipment are not tagged to prevent use.
\$250	E3	Electrical cords are not routed away from stairways, walkways and driveways.

Fine	Item #	Description
\$250	E4	Flammable and combustibles are not stored properly.
\$250	E5	Fire extinguishers are not fully charged, inspected and tags current.
<b>Housekeeping</b>		
\$250	F1	Debris not removed on regular basis.
\$250	F2	F2 Building exits obstructed.
\$250	F3	F3 Snow, ice, water not removed as necessary.
\$250	F4	F4 Material staging area not reasonably organized
\$250	F5	F5 Nails not removed from lumber.
<b>Flammable and Combustible Liquids</b>		
\$250	G1	Storage and handling containers not approved and labeled.
\$250	G2	Inside storage not in compliance with regulations.
\$250	G3	Required firefighting equipment not properly located and fully operational.
\$250	G4	Outside storage not in compliance with regulations.
\$250	G5	Flammable and combustible liquids stored in passage ways, stairways and exits.
\$250	G6	“Danger, no smoking” signs not posted.
\$250	G7	Storage location not at required distance from buildings.
\$250	G8	Storage cabinets not available where required.
<b>Compressed Gas Cylinders</b>		
\$250	H1	Cylinder hoisting not performed properly.
\$250	H2	Cylinder valves not closed with caps in place.
\$250	H3	Oxygen and gas cylinders not separated by a fire-resistant partition or required distance.
\$250	H4	Cylinders not upright and secured.
<b>Temporary Electrical</b>		
\$250	I1	Extension cords not 3-wired and rated for hard or extra hard usage.
\$250	I2	Temporary lighting not properly supported, protected and adequate.

Fine	Item #	Description
\$250	I3	Circuits not properly labeled, grounded and inspected.
\$250	I4	Breakers not adequately labeled.
<b>Signs and Barricades</b>		
\$250	J1	Proper fences, barricades and signs not properly installed to warn persons of a potential hazard
<b>Site Cleaning</b>		
\$250	K1	Dig Safe not contacted.
\$250	K2	Overhead or adjacent utilities, encumbrances, structures, etc. not identified and protected.
\$250	K3	Dig Safe numbers not current.
<b>Trenching and Excavation</b>		
\$500	L1	Employees not protected from cave-ins, sliding, falling, or rolling loads, hazardous atmospheres or water accumulation.
\$500	L2	Excavation in excess of 20 feet deep, protective system not designed by a qualified person(s).
\$250	L3	Safe access not provided for employees.
\$500	L4	Protective systems defective, damaged or improperly installed
\$500	L5	Proper slopes or benching not maintained, spoil piles not 2 feet or more from edge of bank.
\$250	L6	A trained competent person not available to monitor all excavation procedures.
\$250	L7	Soil not tested by a competent person to determine soil type
\$250	L8	Excavations not properly barricaded.
\$250	L9	Excavations not inspected as required.
<b>Ladders and Stairways</b>		
\$250	M1	Employees not trained in ladder and stairway safety by a competent person.
\$250	M2	Ladders not inspected regularly.
\$250	M3	Stair rails, hand rails, and guard rails missing.
\$250	M4	Ladders not tagged to indicate type and capacity.
\$250	M5	Job-made ladders not constructed as required.
\$250	M6	Employee using a ladder in an unsafe manner.

Fine	Item #	Description
<b>Scaffolding</b>		
\$250	N1	Guard rails with toe boards not installed as required.
\$250	N2	Scaffold not erected plumb, level and secured.
\$250	N3	Safe access not provided for scaffolds.
\$250	N4	Scaffold components and accessories not defect free.
\$250	N5	Scaffolding not designed, erected, dismantled, moved or altered under the supervision of a trained, competent person.
\$250	N6	Scaffold overloading.
\$250	N7	Improper scaffold access.
<b>Personal Protective Equipment</b>		
\$250	O1	Fall protection/full arrest equipment not used when and where they are required.
\$250	O2	Approved hard hats not worn by all employees.
\$250	O3	Required eye protection not used.
\$250	O4	Required reflective vest/clothing not used.
\$250	O5	Proper respiratory protection not provided
<b>Fall Protection</b>		
\$250	P1	Floor, wall and roof openings not protected with standard guards rails or solid covers.
\$250	P2	Open sides of roofs, floors, platforms, bridges, decks, etc. Not properly protected.
\$250	P3	Guard rails not maintained and in compliance.
\$250	P4	Personal fall arrest not used or is not used correctly.
<b>Power Tools</b>		
\$250	Q1	Tools are not properly grounded.
\$250	Q2	Employees not trained to use power tools safely.
\$250	Q3	Required guards not in place and operational.
<b>Concrete</b>		
\$250	S1	Protruding reinforcing steel onto or into which any employees could fall not guarded to eliminate the hazard of impalement.

Fine	Item #	Description
\$250	S2	Workers not trained to avoid the hazards of concrete burns and inhalation of dust.
\$250	S3	Personal protective equipment such as gloves, boots, hard hats eye and face protection not used.
\$250	S4	Form work has not been designed, fabricated, erected, supported, braced and maintained to support vertical and lateral loads without failure.
\$250	S5	Safe shoring and form removal procedures not established.
\$250	S6	Required distances not maintained between overhead electrical power lines and concrete placement equipment.
<b>Masonry</b>		
\$250	T1	Walls not properly supported.
\$250	T2	Controlled access zone not established as required.
\$250	T3	Planking not scaffold grade.
\$250	T4	Respiratory protection not used during sawing, mortar mixing or other silica dust generating activities.
\$250	T5	Masonry saws not properly grounded.
<b>Structural Steel</b>		
\$250	U1	Workers not using the required fall protection, arrest equipment.
\$250	U2	The area beneath the steel erection not designated off limits to unauthorized employees.
\$250	U3	Hoisting equipment and accessories not inspected as required.
\$250	U4	Tag lines not used to control loads.
\$250	U5	Proper erection bolting and bracing procedures not followed.
\$250	U6	Floor and roof openings not protected.
<b>Welding</b>		
\$250	V1	Not following hot work procedures/ No hot work permit.
\$250	V2	Flash screens not used where required.
\$250	V3	Fire extinguisher not provided near hot-work locations.
\$250	V4	Torches, hoses, gauges, regulators, etc. not free of defects.
\$250	V5	Compressed gas cylinders are not stored and used properly, secured upright, caps on when not in use, segregated from electrical and heat hazards.

Fine	Item #	Description
<b>Motor Vehicles</b>		
\$250	W1	Operators not properly trained and licensed.
\$250	W2	Vehicles not inspected daily before use.
\$250	W3	Driver and all passengers not using provided seat restraints.
<b>Heavy Equipment</b>		
\$250	X1	Workers "riding" on heavy equipment.
\$250	X2	Inspection and maintenance not performed as required.
\$250	X3	Operators not properly trained and or authorized.
\$250	X4	Audible reverse warning is not operational.
\$250	X5	ROPS protection not provided.
\$250	X6	Equipment does not have seat belts.
\$250	X7	Cab glass must be free of defect/damage.
\$250	X8	Access roads not properly maintained.
\$250	X9	Fire extinguishers not provided in equipment.
<b>Cranes</b>		
\$500	Y1	Overhead power lines not de-energized, removed or protected.
\$500	Y2	Required distance not maintained from live wires.
\$250	Y3	Load capacity and hand signal charts not posted and legible.
\$500	Y4	Crane not used as intended by manufacturer.
\$500	Y5	Operator not authorized for equipment use.
\$250	Y6	Annual inspection certificate missing.
\$250	Y7	Inspection and maintenance records not properly logged.
\$250	Y8	Glass not free of defects and distortion.
\$250	Y9	Trained signal person not used as required.
\$250	Y10	Swing radius of counterweight not properly barricaded.
\$250	Y11	Crane not positioned on solid level ground.

<b>Fine</b>	<b>Item #</b>	<b>Description</b>
\$250	Y12	Outriggers not used as required.
\$250	Y13	Material handling equipment and accessories not inspected prior to use.
\$250	Y14	Qualified rigger not available as required.
<b>Aerial Lifts</b>		
\$250	Z1	Employees using aerial lifts not trained and authorized.
\$250	Z2	Manufacturer's operation and safety rules not followed.
\$250	Z3	Lift safety not inspected and all controls not tested prior to each day's use.
\$250	Z4	Lift not positioned on solid, level ground
\$250	Z5	Load limits exceeding manufacturer's specifications.
\$250	Z6	Workers in the lift basket not standing firmly on the floor.
\$250	Z7	Workers not using required fall protection/arrest system.
<b>Demolition</b>		
\$250	AA1	Not following the demolition plan.
\$250	AA2	Dust control inadequate.
\$250	AA3	Safety meetings not conducted to keep employees apprised of changing, dangerous or hazardous conditions.
<b>Crystalline Silica</b>		
\$250	BB1	Worker have not been properly trained to recognize and avoid the potential hazards.
\$250	BB2	Adequate ventilation, vacuum system or wet methods not provided.
\$250	BB3	A written exposure control plan not developed.
\$250	BB4	Controls based on Table 1 to minimize silica exposure are not in place.
<b>Confined Space Entry</b>		
\$250	CC1	Fire extinguishers not readily available.
\$250	CC2	Worker not properly trained.
\$500	CC3	A comprehensive hazard assessment has not been conducted.
\$500	CC4	Required safety equipment not available.

<b>Fine</b>	<b>Item #</b>	<b>Description</b>
\$250	CC5	Entry permit system not completed.
\$500	CC6	Atmospheric testing not conducted as required.
\$250	CC7	Confined space not adequately ventilated.
\$500	CC8	All affected persons not trained to understand the hazards, precautions, use of required personal protection.
\$250	CC9	Properly trained rescue personnel with essential rescue equipment not immediately available.
\$250	CC10	Company safety policy not available.
\$500	CC11	Employees have not received safety training.

# APPENDIX

## APPENDIX FORMS

Please refer to the following pages for the forms listed below.

1. Job Hazard Analysis
2. Fontaine Orientation Form
3. Incident Report Form
4. Safety Violation Notice
5. Heavy Equipment Inspection
6. Aerial Lift
7. Scissor Lift
8. Abatement Checklist
9. Asbestos Training Package
10. Lead Package
11. Confined Space Entry Form
12. Hot Work Log
13. Deck Turnover Form
14. WDPP Checklist

# JOB HAZARD ANALYSIS (JHA)

## PROJECT INFORMATION

Project Name:	Date:
Job/Activity Name:	JHA No:
Location:	Subcontractor:
Other Information:	

## REQUIRED PERSONAL PROTECTIVE EQUIPMENT FOR ENTIRE JOB

Safety Glasses	<input type="checkbox"/>	Respirator	<input type="checkbox"/>	Cut Resistant Gloves	<input type="checkbox"/>	High Visibility	<input type="checkbox"/>
Hard Hat	<input type="checkbox"/>	Hearing Protection	<input type="checkbox"/>	Face Shield	<input type="checkbox"/>	Fall Protection	<input type="checkbox"/>

## REQUIRED PERMITS

Hotwork Permit	<input type="checkbox"/>	Confined Space	<input type="checkbox"/>	Excavation	<input type="checkbox"/>
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## JHA INFORMATION

Basic Steps	Potential Hazards	Controls
Access		
Materials Handling		
Hand & Power Tools		
Equipment		
Fall Protection		



# FONTAINE SAFETY ORIENTATION

## All workers on the project shall receive a safety orientation.

- The orientation session will include, the reading of the site-specific safety package and a summary of the key safety aspects of this project by a Fontaine representative.
- During the orientation process each worker must submit their certifications at the very least an OSHA10.
- Each worker will get a numbered Project Orientation Sticker that must be affixed to the hard hat. This along with the safety orientation will be documented and recorded in the “Project Orientation Log”.

*\*Review Evacuation Plan as part of the Orientation.*

*\*\*Review Hazardous Materials Report for all locations that contain hazardous materials like asbestos and or lead.*

## » EMERGENCY EVACUATION PLAN

The warning to Evacuate the Project will be: ***An Air Horn will be sounded continuously by Fontaine Brothers personnel.***

- All personnel will use the closest safe means of exit available, for evacuation of the project/building.
- Once Evacuation begins all workers are to assemble at the designated “Muster point” and must be accounted for by their foreman.
- Foreman will then relay their manpower count to a Fontaine Brothers Representative, to ensure all workers are out of the project/building.

## » PROGRAM ENFORCEMENT

1. Each Subcontractor will be responsible for his/her foremen/competent person to properly plan each activity being performed on site.
2. A Job Hazard Analysis (JHA) shall be reviewed initially and then weekly with all personnel performing that particular task. Signatures of all personnel including supervisors involved will be required.
3. Ensure all accidents or losses are properly investigated and the information passed on to the Construction Management in a timely manner
4. Provide proper personal protection equipment (PPE) including hard hat and safety glasses and high visibility outerwear for each worker and will be responsible for enforcement of their employees.
5. All subcontractors must notify Fontaine Bros. immediately if any accident occurs on site and will be required to fill out the Fontaine Bros. Superintendents Incident Report. An accident investigation is to be performed by the subcontractor and submitted to Fontaine Bros. to ensure proper reporting and documentation.
6. Each week a Site Safety Inspection will be conducted, the foreman/Competent Person will be notified immediately of any hazardous conditions and be responsible for the conditions immediate correction or remove employees from exposure until the condition is made safe.
7. Private cell phone use shall be limited to break time. At no time will cell phone use be allowed when workers are performing task, such as working with tools and or around equipment/vehicular traffic or hazards.

8. The use of any tobacco products on site is prohibited.
9. No radios, I-pods, I-phones, portable CD players or headphones will be worn while on site.
10. Normal working Hours will between 7am until 3:30pm Monday through Friday, any overtime will need to be approved by the Fontaine Brothers Superintendent.

#### » HARASSMENT

1. All individuals are committed to maintaining an environment in which employees and visitors are not subjected to different treatments because of legally protected characteristics Such as;
  - Race
  - Disability
  - Sex
  - Nationality
  - Religion

#### » WORKPLACE VIOLENCE

1. Any act or threat of physical violence, harassment, intimidation, or other threatening disruptive behavior that occurs at the project is to be reported to the Fontaine Brothers Project Superintendent immediately.
2. Call to be made to Fontaine's Safety Director and VP of Operations
3. A Fontaine brothers incident report will be filled out to document the event.

#### » SUBSTANCE ABUSE

1. The use, possession, promotion, or sale of any of any illegal substances will be grounds for disciplinary action, including termination from employment on said project.
  - Alcoholic beverages
  - Marijuana and other illegal drugs
  - Drug paraphernalia

#### » HOUSEKEEPING

1. Each Sub-contractor is to assure that their respective area is cleaned daily. There are more than enough trashcans and disposal units so that debris should not be found anywhere on this job site or surrounding areas.
2. If additional trash barrels or buggies are required ask your foreman or Fontaine representative.
3. Construction debris is the sole responsibility of each Sub-Contractor. Dumpsters are provided by Fontaine Brothers for the use of all trades.
4. When it comes to housekeeping Fontaine Brothers would prefer that we all work as a team and strive together to keep this project clean and safe.
5. Slips, trips, falls on stairs and falls from elevations are the most common work site injuries. We can stop these injuries by keeping well maintained and clean walking and working areas.

**» FLAMMABLE GAS CYLINDERS**

1. All cylinders must be marked with the company's name for easy identification.
2. All cylinders must be clearly marked indicating their contents.
3. All cylinders must be stored in an upright position and secured from accidental displacement. No more than a day's supply shall be stored in any building.
4. All Oxygen/acetylene set-ups must have the regulators removed and protective caps replaced at the end of the working day. All set-ups shall be kept in hand carts during work hours and separated by 20 feet at the end of the working day.
5. LPG (Propane gas) cylinders are not permitted to be stored anywhere within the building
6. Cylinders, whether full or empty must be kept in an enclosure outside the building. This enclosure should be a chain link fence a door that can be locked. No smoking signs shall be posted on the fence and a fire extinguisher located nearby.

**» FIRE SAFETY/HOT WORK**

1. Any open flame work such as cutting, brazing, soldering, welding, etc., creates an opportunity for a fire. An internal "Hot Work Permit" shall be obtained from the Fontaine Brothers Superintendent. A ten-pound ABC fire extinguisher will be kept close at hand for each set-up. If necessary, a fire watch may be necessary.
2. All hot work must terminate at least 30 minutes before quitting time.
3. Temporary heating devices should not be installed or used by anyone on the job until authorized by the Project Superintendent and cleared with the local Fire Department.
4. When tarpaulins or canvas coverings are used on the project, they must be a U.L. listed material made of a fire-resistant material.
5. Welding shields shall be utilized for all welding operations in which peripheral workers are exposed.  
**Hard hats will always be worn during welding.**
6. Welding fumes shall be controlled through ventilation/ smoke heaters when done indoors.

**» CRANES AND RIGGING**

1. All crane operators, riggers and signalman must produce their certification/qualification papers and maintenance records to Fontaine Brothers Superintendent prior to any work taking place. Inspection records must have been produced by an independent inspector. All lattice boom and tower cranes shall have an independent 3rd party certification during set up and upon completion of assembly.
2. All rigging and hoisting components must have rated capacities affixed to them and be free of all defects. Any wire rope slings found to be defective must be removed from the site.
3. Only properly licensed operators shall be allowed to operate hoisting equipment. Apprentice operators shall not be allowed to perform lifts they are not qualified to perform.

**» FORKLIFTS AND LULLS**

- All workers must be trained in that specific piece of equipment per OSHA
- All workers, when required by individual states, shall produce those licenses to the Fontaine Brothers at orientation.
- Operators manual and extinguishers must always be with the equipment
- Load chart must always be posted in the cab
- Loads shall never be suspended from forks, undercarriage hooks or hoist jibs must be used

**» SCAFFOLDS, STAGING, AND MAST CLIMBERS**

1. Scaffolds are to be erected on base plates and/or mud sills only.
2. FRAMEWORK - All scaffold components must be of the same manufacturer. Mismatching of components will not be allowed.
3. GUARDRAILS - All scaffolds except for Tubular Welded Frame scaffolds shall require fall protection when platform height is six feet or more above the working surface.
4. Baker/mobile scaffolding will be required to be equipped with guardrails when the fall exposure is greater than 6 feet or per manufacturer requirements. Outriggers will be required when the working level has a height to base width ratio greater than two to one'.
5. Form Bracket scaffolds, Wall Bracket scaffolds will be equipped with guardrails when the fall exposure is 6 feet or more.
6. Rolling and Mobile scaffolding are not to be moved while workers are on the platform. (No riding on scaffold by workers). Casters must be in the locked position.
7. All scaffold planking shall be scaffold grade. Dry rot or large cracks deem the planks to be unacceptable and shall be removed accordingly. Unacceptable planking can be used for concrete forms, mud sills or toe boards. All scaffold platforms are to be clean and clear of debris. Additionally, all scaffold work platforms/planks shall always be kept clear of ice and snow and prior to anyone walking or working on said planks or platforms.
8. A "Competent Person" (one who is able to identify hazards associated with the work he/she is supervising and have the authority to stop work whenever he/she determines that an operation is proceeding in an unsafe manner) must inspect the scaffolding before work begins or if any change is made in the scaffolding and coincide with the initialing of the color coded (red, yellow, and green) "Scaffold tag".
9. Aerial lifts always require the use of safety harnesses. All Aerial lifts shall be inspected daily. This review must be documented and submitted to Fontaine Brothers Superintendent daily or the operation will be stopped until said document is submitted. All operators shall be trained in the use of the lift that they are using. This training must be documented and submitted to Fontaine Brothers Superintendent at orientation. **All areas below aerial lifts shall be cordoned off to disallow anyone from working or passing below area where overhead work is being conducted.**

**» WORKER ATTIRE**

1. It is the subcontractor's responsibility to have ALL PPE supplies available for their employees.
2. Hardhats: Hard hats shall always be worn while on this job site. Including during welding activities.
3. Identification Badging/hardhat emblems: All workers on this project will be given a hardhat emblem
4. Clothing: Work shoes and/or work boots shall always be worn. Shorts, sneakers, cut-off T-shirts and tank style shirts are prohibited. High visibility vests/T-shirts shall always be worn when exposed to vehicular traffic of heavy equipment.
5. Safety Glasses: Shall be worn when working on site. All Safety glasses shall meet ANSI Z 87 requirement. Face shields shall be used when there is a potential for facial injury, such as, grinders, gas cutoff saws and chop saws.
6. Hearing Protection: Hearing protection will be worn when appropriate for the work being performed, such as, saw cutting, operating of powder actuated tools, etc.
7. Gloves shall be worn when handling sharp/abrasive materials.

**» LADDERS**

1. Ladders must be in good repair with no cracked rungs or rails
2. Ladders must be tied-off or otherwise secured against accidental displacement
3. Extension ladders must extend at least three feet above the working surface
4. Step ladders are not to be used in the closed position to access an upper elevation
5. The top two steps of any step ladder are not to be used for standing

**» FALL PROTECTION**

1. All workers exposed to a fall 6 feet or greater shall be protected by guardrails, safety nets or personal fall arrest systems. This includes, steel erection, roofing, scaffold erection and dismantling, overhand bricklaying and precast concrete related work.
2. Access to Roof Decks, Loading, and Controlled Access Zones, or any areas that do not have permanently affixed guardrails where a fall exposure exists and where personal fall arrest systems will be required must be designated, blocked off and signage designating it a Controlled Access Zone (CAZ)
3. Tying off when working in an Articulating Boom Lift is always required.
4. Where a wall opening or edge, whether exterior or interior is protected by the placement of studs and the spacing of the studs does not exceed 18 inches, and if metal studs used are no less than 22 gauge, then no additional fall protection is required.
5. All areas located below work area shall be cordoned off to prevent any unauthorized access. (Red Danger Tape)
6. All entrances/emergency egress located directly below any type of work task shall remain free of construction debris and material and be provide with overhead protection.

**» FLOOR OPENINGS**

1. Floor openings (2 inches or greater) shall be protected by the installation of standard guardrails or covered with materials that will carry 2x the weight (4x for equipment). Covers shall be secured and painted with the word "Hole".
2. No hole shall be left unprotected or unattended.

**» EXCAVATIONS**

1. Any Sub-Contractor involved with excavation work shall always have a competent person on site while excavation work is taking place.
2. A "Competent Person" is one who can identify hazards associated with the work he/she is supervising. Further, a "Competent Person" must have the authority to stop work whenever he/she determines that an operation is proceeding in an unsafe manner.
3. All soils will be classified as Type "C" unless field-testing conducted by a competent person determines otherwise.
4. Type "C" soils mean that the walls or banks of a trench must be sloped back at a rate of 1 ½ to 1 once the depth of the excavation exceeds 5 feet.
5. Any trench greater than 5 feet in depth requires completion of an "Excavation Checklist"
6. Ramps or ladders must be located so that an employee is not required to walk more than twenty-five feet before reaching such ladder or ramp.
7. A "Competent Person" must inspect any excavation that remains open overnight, after any weather event or any time before any work commences after a break in work.

**» ELECTRICAL**

1. All electrical tools, cords and equipment must be in good working order. All electrical tools and components must be visually checked daily. Any damaged tools or cords must be taken out of service immediately until repaired or replaced.
2. All electrical outlets must be of the Ground Fault Circuit Interrupter type (GFCI). These receptacles should be checked daily by simply pressing the test button and then the reset button. The on-site electrician should conduct monthly tests of each GFCI and keep a log of his findings.
3. All cords must be equipped with a ground pin.
4. All tools must have a ground pin on the plug unless the tool is manufactured as a double insulated tool. Double insulated tools have an identifying mark on the case, usually a square within a square.
5. No work shall be conducted on live electrical.
6. All temporary lights must be protected on all sides; all temp electric components must be secured/ support by a non-conductive material.

**» CONFINED SPACE ENTRY**

1. A confined space is defined as an area which
  - Is not meant for continuous use.
  - Has limited means of access and egress
  - Is not designed for extended employee occupation
2. Before any work is commenced in a confined space, an atmosphere test of the confined space must be conducted, and the results noted. If any contaminant is found, mechanically blown fresh air is always required. The employee entering the space must wear a safety harness with a lanyard. A second person is required outside the space to monitor the worker. If the person in the space is out of view of the monitor, then a radio may be required. In some cases, a tripod with a rescue line attached to the worker's body harness may be required.
3. Before entry is made into any manhole, duct, vessel or any other confined space, as defined by the OSHA 1926 standard, Fontaine Brothers confined space entry permit shall be completed by the trade contractor's supervisor/competent person and a copy shall be submitted to Fontaine Brothers Superintendent.

**» ACCIDENT REPORTING AND FIRST AID**

1. It is the subcontractor's responsibility to have First Aid supplies available for their employees.
2. Any employee injured on this job site will report the incident to their supervisor immediately. The employee's supervisor will in turn immediately report the incident to Fontaine's Project Superintendent.
3. The supervisor will fill out the Fontaine Bros. Incident report, as well as the subcontractor's own company incident/injury report and shall be submitted to Fontaine Brothers Superintendent whenever a Sub-contractor employee is injured. These forms need to be completed by end of the workday of that accident.
4. Any accident involving damage to property shall be reported to Fontaine Brothers Superintendent immediately.

**» HAZARD COMMUNICATION**

1. All Contractors' on site are required to submit a copy of their HAZCOM Program and a company safety manual to Fontaine Brothers as a submittal.
2. All HAZCOM programs will be kept on Pro-Core for everyone's convenience.
3. Any time a Contractor brings a new product onto this site they will insure a MSDS/SDS is placed in their program.
4. All HAZCOM Programs will have an index of MSDS/SDS sheets to facilitate finding the data relating to the product being checked.
5. Only MSDS/SDS for products on site will be kept in each Contractor's book.
6. Any questions regarding products should be first addressed with the affected employee's supervisor.
7. MSDS/SDS sheets are designed to alert employers and employees to any precautions that may be required when using a product.

**» ENVIRONMENTAL EXPOSURES (LEAD)**

1. The paint on all exterior painted surfaces as well as both exterior and interior of the building will be presumed to contain lead paint unless otherwise noted in Haz Mat report which will be in the field office and available for review.
2. All subcontractors will be required to perform exposure assessments for any planned tasks on all painted surfaces, disturbing the soil or working in an excavation.
3. Workers who contact potential lead paint or other contaminated surfaces should use proper hand and face washing procedures prior to eating, drinking, smoking, chewing tobacco, chewing gum or applying cosmetics. A hand wash station will be established and maintained for the project duration.

**» ASBESTOS**

All asbestos abatement if needed will be performed by a licensed Asbestos removal/abatement contractor.

1. Prior to the start of any asbestos abatement the Fontaine Bros. Abatement checklist will be filled out.
2. Hazardous Materials report has been prepared by the building owner and is available for review at any time.
3. Any asbestos removal will be done under the supervision of qualified personnel.
4. The asbestos removal plan (if needed) and Haz Mat report will be available for review. **It is the responsibility of all subcontractor foremen to share this report with their respective workers.**
5. All removal will be completed, prior to anyone accessing said areas.
6. At no time shall a worker disturb or move a material he/she cannot readily identify, if they discover such a material, they must notify the Fontaine Brothers Superintendent immediately.

# FONTAINE SAFETY ORIENTATION



## FONTAINE SAFETY ORIENTATION VERIFICATION FORM

1.	Verify OSHA 10 Hour or 30 Hour Training
2.	Emergency Evacuation Plan
3.	Driving Safety Rules and Parking.
4.	Safety rule enforcement procedures.
5.	The necessity of reporting ALL injuries/Incidents, and an Incident report fill out.
6.	Hazard Communication; SDS Locations and Training verification
7.	Proper work clothing & required Personal Protective Equipment (PPE).
8.	Prohibition of the use/ possession of drugs alcohol or weapons on the premises.

I have read and agree to abide by all company safety polices and the Code of Safe Practices. I also understand that failure to do so may result in disciplinary action and removal from the project.

Name:		Signature:	
Date:		Company:	
HH Sticker #:	CORI:	Trade:	

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# INCIDENT REPORT

## INSTRUCTIONS:

- » Complete all applicable sections.
- » Form to be completed by injured person's Supervisor.
- » Copy to Safety Department within 24 hours of the incident (unless earlier submission is required by Safety Provisions).

Incident No.

## PROJECT INFORMATION

Project Name   Number:	Date of Report:
Date of Incident:	Time of Incident:
Person Who Reported:	Reported to:
Date Reported:	Time Reported:

## TYPE OF INCIDENT (Check All That Apply)

Injury	Property Damage	Vehicle Incident	Other
--------	-----------------	------------------	-------

## PERSON INJURED

Name:	Date of Birth:		
Employer Name:	SSN: XXX-XX-		
Address:	Phone Number:		
Date of Hire:	Occupation:		
Supervisor Name:			
Place of Injury   Bldg/Area:			
Type of Injury   Affected Area:			
Job Related Injury?	YES	NO	UNKNOWN

## RECORDING INFORMATION (Check All That Apply)

First Aid Only	OSHA Recordable	Non-Recordable
Restricted Work	Lost Work Days	

## INCIDENT INFORMATION

Brief Description of Incident:
--------------------------------

# INCIDENT REPORT

## DESCRIPTION OF PROPERTY DAMAGE

Description of Property Damage:	
Value of Property Damage:	Owner of Property/Material:
Location of Damaged Property/Material:	
Witness(s):	

## CAUSE FACTORS

<b>Weather Conditions:</b>	Water	Wind	Sun	
Details:				
<b>Site Conditions:</b>	Mud	Dust	Lightning	Unprotected Hazard
Details:				
<b>Housekeeping:</b>	Debris	Cords/Hoses	Building Materials	
Details:				
<b>Rules/Regulations:</b>	Violation	Not Trained	Disregarded	
Details:				
<b>Personal Conditions:</b>	Physical/Mental	Prescription Meds	Non-prescription Meds	
Details:				
<b>Equipment:</b>	Wrong Type	Defective	Not Trained	Missing Guard
Details:				
<b>Procedures:</b>	Unsafe	Not Trained	Improper Use	
Details:				
<b>PPE:</b>	Not Wearing	Wearing Improperly	Defective	
Details:				

## CORRECTIVE ACTION

What actions have been or are planned to prevent recurrence of this or similar incidents?
---

Report Prepared By (Print):	Signature:
Project Superintendent (Signature):	Date:



# INCIDENT REPORT

## WITNESS STATEMENT

» Complete form as necessary for incident.

» Have each witness complete separate statement. Page \_\_\_\_\_ of \_\_\_\_\_

Date of Incident:	Time of Incident:
Name of Individuals Involved:	
Title:	Supervisor's Name:
Describe to the best of your knowledge, exactly what you observed. Describe where and when the accident occurred:	

Print Name:	Phone Number:
Signature:	Date:

# SAFETY VIOLATION NOTICE



Date:	Project:
Person Issuing Violation:	
Subcontractor:	
Subcontractor Supervisor:	
Location of Violation:	
Description of Violation:	
Violation needs to be corrected by (Date/Time):	
Actions taken for violation:	
Date violation was corrected:	
Repeat Violation: Yes      No	Fine Issued: Yes      No      Warning      Amount: \$
Subcontractor Signature:	Date:
<p><i>Please be advised that this notice is only intended to notify the Contractor of observed instances in which he is not in compliance with the Safety program. The Contractor is, via this noncompliance notice, reminded of his obligation to comply with the safety program, including the law ordinances, and regulations referenced therein. This and all future notices are not intended to be an all inclusive listing of safety conditions of your project.</i></p> <p><i>Violations not corrected by the date/time given will be corrected by Fontaine Bros. Inc. and a back-charge will be issued for full cost associated with rectifying the violation.</i></p>	

**\*Copy to be sent to Subcontractor Project Manager, filed on project and entered in the Violation Log.**

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# HEAVY EQUIPMENT INSPECTION

## INSPECTION INFORMATION

Make & Model:	Company:
Operator:	Date:

## CHECKLIST

Checklist Item	MON	TUES	WED	THURS	FRI	SAT
Back-up Alarm						
Fire Extinguisher						
Owner's Manual						
Parking Brake						
Horn Operational						
No Cracks/Defects in Glass						
Hoses and Connections no Cracks/Dry Rot/Leaks						
Crankcase						
Transmission						
Hydraulic Fluid						
Battery						
Boom & Hoist						
Carriage						
Steering						

\*Follow all manufacturer's/ANSI/OSHA Regulations. If any part of the inspection fails remove from service.

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# AERIAL LIFT INSPECTION



## INSPECTION INFORMATION

Lift Make & Model:	Company:
Operator:	Date:

## CHECKLIST

Checklist Item	MON	TUES	WED	THURS	FRI	SAT
Operating controls functioning						
Safety devices functioning						
Personal protective devices/fall protection						
Air, hydraulic, fuel system leaks						
Cable and wiring harnesses Insp.						
Loose and missing parts						
Placards and warning labels legible						
Tires and wheels						
Operator's manual						
Outriggers or other structures functioning						
Guardrails/gate						
Emergency shutoff working						

\*Follow all manufacturer's/ANSI/OSHA Regulations. If any part of the inspection fails remove lift from service.

List any malfunctions or damages below:

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# SCISSOR LIFT INSPECTION

## INSPECTION INFORMATION

Lift Make & Model:	Company:
Operator:	Date:

## CHECKLIST

Checklist Item	MON	TUES	WED	THURS	FRI	SAT
Owner's Manual						
Horn functioning						
Check upper and lower controls						
Check the lift and surrounding area for leaks						
Check tires and wheel mounts						
Check battery and fluids						
Hole protection works properly						
Control wires inspected for tears and exposure						
Emergency shutoff works						
Alarm functions						
Lift is clean from debris in and under basket						
Block off area below from pedestrian foot traffic						

\*Follow all manufacturer's/ANSI/OSHA Regulations. If any part of the inspection fails remove lift from service.

List any malfunctions or damages below:

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# ASBESTOS ABATEMENT CHECKLIST



## ASBESTOS ABATEMENT MANAGEMENT CHECKLIST

The following documents must be submitted to the project team:

- » Asbestos Contractors DEP Notification Form (ANF-001) Submitted to Mass DEP
- » Asbestos Abatement Work Plan Completed Licensed Abatement Contractor
- » All Clearance Tests

The project team must verify the following:

- Facility Name and Address is Correct
- The exact locations in the facility where asbestos abatement is to occur is listed
- All abatement contractor information is listed and correct, including:
  - » Name:
  - » Address:
  - » DLS License #:

The abatement contractor's "On Site Supervisor" is listed, including:

- » DLS License #:

The Project Monitor is listed, including:

- » Name:
- » DSL License #:

The asbestos abatement methodology is listed and accurate, for example:

- » Containment:
- » Glove Bag:
- » Encapsulation:
- » Exact Amounts (Sq. Ft/Linear FT) / Location are noted and accurate

The above information must be accurately listed and highlighted in both the Asbestos Contractors DEP Notification (ANF-001) and the Asbestos Abatement Work Plan.

If the project team has any issues with the paperwork or the work in the field, immediately stop the operation and contact the Corporate Health and Safety Director.

**Subcontractor Representative:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Fontaine Bros. Representative:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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## *2- Hour Asbestos Awareness Training*

2-1



## *Course Goals*

*AT THE END OF THIS COURSE YOU SHOULD KNOW:*

- The Four Classes of Asbestos Work
- What is Asbestos
- How Asbestos is Used in Your Environment
- Health Hazards Associated with Asbestos
- Activities Which May Release Asbestos Fibers
- Methods of Detecting Asbestos Fibers
- Regulations Regarding ACM
- Requirements for Medical Surveillance
- How to Protect Yourself and Others
- Basic Respiratory Protection

2-2



## *Common Terms*

- **ASBESTOS**  
Includes chrysotile, amosite, crocidolite, tremolite, anthophyllite, actinolite, and any of these minerals that have been chemically treated and/or altered.
  
- **ACM**  
Asbestos-Containing Materials: those materials that contain more than 1 percent asbestos in accordance with USEPA protocol.
  
- **AUTHORIZED PERSON**  
Any person authorized by the employer and required by work duties to be present in regulated areas.
  
- **PRESUMED ACM (PACM)**  
Thermal system insulation, sprayed-on or troweled-on surfacing material and debris which has not been tested (in buildings constructed prior to 1980)

2-3



## *Common Terms (continued)*

- **FRIABLE ACM**  
Any ACM that when dry can be crumbled, pulverized, or reduced to powder by hand pressure.
  
- **NONFRIABLE ACM**  
ACM that cannot be reduced to powder by hand pressure. Reduced possibility of airborne fiber release except during cutting, demolition, drilling, sanding, etc.
  
- **FIBER**  
A form of asbestos, 5 micrometers or longer, with a length-to-width ratio of at least 3 to 1.
  
- **HEPA**  
High Efficiency Particulate Air is a term used to describe a type of air filter capable of trapping and retaining 99.97% of particles found in the air which are larger than 0.3 microns.

2-4

## *Exposure Potential*

- The presence of asbestos in a building does not mean that the occupants are at risk.
- If asbestos-containing materials (ACM) remain in good condition and are not disturbed, exposure should be negligible.
- FRIABLE ACM - those materials which can be crumbled, pulverized, or reduced to powder by hand pressure - fiber exposure more likely than with non-friable materials
- NON-FRIABLE - Cement asbestos pipe, vinyl asbestos floor tile, etc. with reduced possibility of airborne asbestos fiber exposure except during cutting, demolition, drilling, sanding, etc.

2-5

## *Classes of Asbestos Work OSHA*

Class I - asbestos work involves the removal of thermal system insulation (TSI) and surfacing ACM and PACM.

Class II - asbestos work involves the removal of ACM which is not TSI or surfacing material. This includes, but is not limited to, the removal of asbestos-containing wallboard, floor tile and sheeting, roofing and siding shingles, and construction mastics.

Class III - asbestos work involves repair and maintenance operations where ACM is likely to be disturbed.

Class IV - asbestos work involves maintenance and custodial activities during which employees may contact ACM and PACM and activities to clean up waste and debris containing ACM and PACM.

2-6

## *Class IV Asbestos Work*

- Conducted by trained employees
- Must use wet methods
- Must use HEPA vacuums
- Prompt clean up of debris containing ACM or PACM
- Wear respirators which are properly selected, used, and fitted

2-7

## *Who Needs Training*

OSHA REQUIRES TRAINING FOR:

Class I and II  
asbestos work

• 24-32 hours of training with  
“hands-on” demonstration

Class III asbestos  
work

• 16 hours of training with “hands-  
on” demonstration

Class IV asbestos  
work

• 2 hours of training

2-8

## *What is Asbestos?*

- Naturally Occurring Mineral
  - Serpentine
    - » Chrysotile
  - Amphibole
    - » Amosite
    - » Crocidolite
    - » Tremolite
    - » Actinolite
- Mined in a manner similar to other minerals

2-9

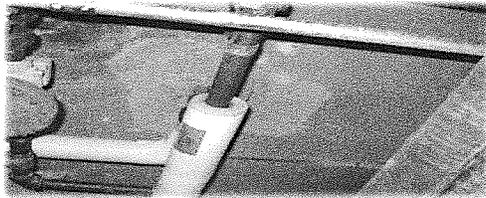
## *Background on Asbestos*

- Use dates back to Greeks and Romans
- Industrial Revolution (1860's)
  - steam engines
- World War II (1940's)
  - ship builders
  - steam engines, boilers, pipes
  - interior walls
- Post W.W. II (1950-1970's)
  - architectural change
  - glass and steel vs. brick and stone
  - Underwriters Laboratories approved and New York City mandated

2-10

## Categories of Asbestos Uses

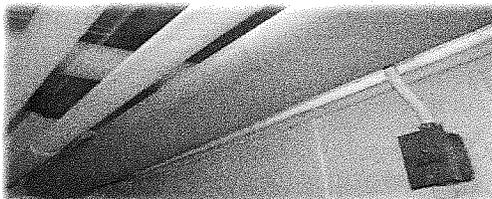
- Surfacing Materials
  - spray-applied fireproofing
  - acoustical plaster
  - decorative plaster



2-11

## Categories of Asbestos Uses

- Thermal Systems Insulation
  - pipes
  - ducts
  - systems (boilers, chillers)

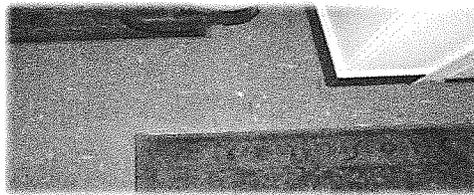


2-12



## *Categories of Asbestos Uses*

- Miscellaneous
  - floor tile
  - ceiling tile
  - asbestos cement products



2-13



## *ASBESTOS-CONTAINING MATERIALS*

*“OVER 3,000 PRODUCTS”*

- Pipe and Systems Insulation
- Fireproofing
- Acoustical/Decorative Plasters
- Drywall, Spackle, and Seam Tape
- Cement Products
- Vinyl Asbestos Floor Tile

2-14



## ***ASBESTOS-CONTAINING MATERIALS***

*"OVER 3,000 PRODUCTS"*

*(cont)*

- Mastics and Adhesives
- Ceiling Tiles
- Theater Curtains
- Brake Shoes and Pads
- Fire Blankets

2-15



## ***Events Which May Release Asbestos Fibers***

- Remodeling and Renovation
- Vandalism
- Water Damage
- Improper Work Practices

2-16

## *Health Hazards*

- Asbestosis
  - Scarring of the lung tissue
- Mesothelioma
  - Cancer of the lining of the pleural cavity
    - » Pleural Mesothelioma
  - Cancer of the lining of the pleural cavity
  - Cancer of the lining of the Peritoneal cavity
    - » Peritoneal Mesothelioma
- Lung Cancer

2-17

## *Latency Periods*

Definition: The period between exposures and response

- Asbestosis
  - Approximately 30 years
- Mesothelioma
  - Up to 30 years
- Lung Cancer
  - 20 to 30 years

2-18

## *Smoking and Asbestos*

- There is a synergistic relationship between smoking and asbestos exposure
- Dr. Irving Selikoff studied this in 1970

<u>Smoker</u>	<u>Asbestos</u>	<u>Risk Factor</u>
NO	NO	1
NO	YES	5
YES	NO	10
YES	YES	50 <sup>a</sup>
YES	YES	90 <sup>b</sup>

<sup>a</sup> Less than 1 1/2 packs a day

<sup>b</sup> More than 1 1/2 packs a day

2-19

## *Bulk Sampling and Analytical Methods*

- **Analytical Methods**
  - Polarized Light Microscopy (PLM)
  - Transmission Electron Microscopy (TEM)
- **Laboratory Accreditation**
  - American Industrial Hygiene Association (AIHA)
  - National Voluntary Laboratory Accreditation Program (NVLAP)
  - New York State Environmental Laboratory Accreditation Program (ELAP)

2-20

## ***Bulk Sampling and Analytical Methods (cont.)***

- **Regulatory Definition**
  - OSHA/USEPA - Greater than 1% Asbestos
  - Most States - Greater than 1% Asbestos
  - California - Greater than 0.1% Asbestos

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2-21

## ***Air Sampling and Analytical Methods***

- **Personal Air Monitoring**
- **Area Air Monitoring**
- **Analytical Methods**
  - Phase Contrast Microscopy (PCM)
  - Transmission Electron Microscopy (TEM)
- **Regulatory Limits**
  - Permissible Exposure Limit (PEL) - 0.1 f/cc
  - Excursion Limit (EL) - 1.0 f/cc
  - Clearance Criteria - 0.01 f/cc

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2-22

## *Asbestos Legislation Overview*

ASBESTOS - most heavily regulated environmental pollutant in the United States

- U.S. FEDERAL AGENCIES
  - Environmental Protection Agency (EPA)
  - Occupational Safety and Health Administration (OSHA)
  - Department of Transportation (DOT)
- STATE REGULATIONS
- CITY REGULATIONS/LOCAL REGULATIONS

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2-23

## *Asbestos Legislation Overview - EPA*

- National Emission Standard for Hazardous Air Pollutants (NESHAPs)
- Asbestos Hazardous Emergency Response Act (AHERA)

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2-24

## *Asbestos Legislation Overview - EPA*

**NESHAPs requires that an owner/operator inspect affected facility (or part of facility) where demolition or renovation will occur**

- Inspect for ACM
- Remove all ACM before activities that will disturb the material
- Provide written notification to USEPA at least 10 working days in advance of disturbing ACM
- Report any demolition projects even if there is no known asbestos in the facility

2-25

## *Asbestos Legislation Overview - EPA*

***NESHAPs Requires:***

- No visible emissions
- Notification to USEPA:
  - (1) During Renovation  
If more than 260 linear feet or 160 square feet of ACM will be disturbed during renovation
  - (2) During Demolition  
Regardless of amount of ACM present

2-26

## **Asbestos Legislation Overview - EPA • Friable ACM**

### **Category I nonfriable**

- ACM that has become friable

### **Category I nonfriable**

- ACM that will be subjected to sanding, grinding, cutting, or abrading

### **Category II nonfriable**

- **Regulatory Definition**
  - OSHA/USEPA - Greater than 1% Asbestos
  - Most States - Greater than 1% Asbestos
  - California - Greater than 0.1% Asbestos

2-27

## **Asbestos Legislation Overview - EPA**

### **NESHAPs DISPOSAL REQUIREMENTS:**

- Packaged in leak tight containers
- Containers labeled with generator's name and site of waste origin
- Transporting vehicle must display warning signs while loading and unloading
- Waste disposed as soon as practical
- Category I and II nonfriable ACM waste that does not become friable is not subject to all waste disposal requirements
- Waste shipment record (WSR) provided to the landfill at time of delivery

2-28

## ***Asbestos Legislation Overview - OSHA***

- **General Industry Standard (1910.1001)**  
Applies to all occupational exposures to asbestos in all industries except those covered by the Construction Standard and the Shipbuilding and Ship breaking Standard.
- **Construction Standard (1926.1101)**  
Regulates construction painting, repair, maintenance, demolition, removal, etc. of ACM.

2-29

## ***Asbestos Legislation Overview - OSHA***

### **Permissible Exposure Limit**

0.1 f/cc (8-hour TWA)

### **Excursion Limit**

1.0 f/cc (30 minutes)

2-30



## *Asbestos Legislation Overview - OSHA*

- When airborne fiber concentrations exceed the PEL and/or the Excursion Limit the following is required.
  - Medical Surveillance
  - Employee Training
  - Daily Air Sampling - both 8-hour TWA and 30 minute excursion sampling
  
- For Class I and II - representative of each employee assigned to work within a regulated area. Daily air sampling need not be performed if employees are equipped with supplied-air respirators operated in the positive pressure mode.
  
- For Class III and IV - periodic sampling shall be conducted where exposures are expected to exceed the PEL.

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2-31



## *Asbestos Legislation Overview - OSHA*

- Written Respiratory Protection Program
- Protective Clothing
- Hygiene Facilities - changing, eating, etc.
- Designate Regulated Area - post warning signs where Class I, II, and III asbestos work shall be conducted and when the PEL may be exceeded.
- Designate a Competent Person
- Engineering Controls and Work Practices

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2-32

## *Asbestos Legislation Overview -* **OSHA**

- High-speed abrasive disc saws not equipped with HEPA filtered exhaust
- Compressed air used to remove ACM without an enclosed ventilation system designed to capture the dust
- Dry sweeping
- Employee rotation to reduce exposure

2-33

## *Asbestos Legislation Overview -* **OSHA**

### FLOOR TILE

- All vinyl and asphalt flooring material shall be maintained in accordance with OSHA requirements unless the building/facility owner demonstrates that the flooring does not contain asbestos.
- Sanding of flooring material is prohibited.
- Stripping of finishes shall be conducted using wet methods and low abrasion pads at speeds lower than 300 rpm.
- Burnishing or dry buffing may be performed only on flooring which has sufficient finish so that the pad cannot contact the flooring material.

2-34

## *Asbestos Legislation Overview -* **OSHA**

### WARNING SIGNS

- Shall be posted at a regulated area where Class I, II, and III work will be performed and where it is expected that the PEL may be exceeded.
- Signs shall be posted so that an employee may read the signs and take necessary protective steps *before* entering the work area.

*The signs shall read:*

DANGER  
ASBESTOS  
CANCER AND LUNG DISEASE HAZARD  
AUTHORIZED PERSONNEL ONLY  
RESPIRATORS AND PROTECTIVE CLOTHING ARE REQUIRED IN  
THIS AREA

2-35

## *Asbestos Legislation Overview -* **OSHA**

### DUST AND DEBRIS

- Dust and debris in areas containing accessible TSI or surfacing material or visibly deteriorated ACM:
  - Shall not be dusted or swept dry or vacuumed without using a HEPA filter.
  - Shall be promptly cleaned up.
  - Shall be disposed of in leak tight containers.

2-36

## *Asbestos Legislation Overview - OSHA*

### RECORDKEEPING

- Records pertaining to asbestos shall be maintained for up to 30 years.
- The following records shall be maintained:
  - Air monitoring
  - Medical surveillance
  - Training
  - Bulk sampling

2-37

## *Medical Surveillance*

- An employer shall institute a medical surveillance program for all employees who:
  - Engaged in Class I, II, and III work for a combined total of 30 or more days per year
  - Are exposed at or above the PEL or excursion limit
  - Wear negative pressure respirators

2-38

## *Medical Surveillance*

- INCLUDES:
  - Physical Examination
  - Chest X-Rays (at the discretion of the doctor)
  - Medical History
  - For each employee assigned a negative pressure respirator, a signed statement by the doctor stating that the employee is capable of wearing such a respirator must be kept on file

2-39

## *Medical Surveillance*

- The physical examination shall consist of:
  - Examination by a physician - prior to assignment and annually thereafter
  - Medical and work history
  - Questionnaire
  - Pulmonary function test
  - Other tests and examinations deemed necessary by the examining physician

2-40

## **Respiratory Protection** **OSHA 1926.1101**

- Respirators shall be used in the following circumstances:
  - During all Class I asbestos jobs
  - During all Class II work where ACM is not removed in a substantially intact state
  - During all Class II and III work which is not performed using wet methods
  - During all Class III jobs where TSI or surfacing ACM or PACM is being disturbed
  - During all Class IV work performed within regulated areas where employees performing other work are required to wear respirators
  - During all work where employees are exposed above the PEL or excursion limit
  - In emergencies

2-41

## **Recommended Respirator Selection for Protection Against Asbestos**

<u>Respirator Selection</u>	<u>OSHA PF</u>	<u>1 f/cc Maximum Use Concentration</u>
Half Mask Air-Purifying With HEPA Filters	10	1 f/cc
Full Face Piece Air-Purifying with HEPA Filter	50	5 f/cc
Powered Air-Purifying (PAPR), HEPA Filter	100	10 f/cc
Full Face Piece, Supplied Air, Pressure Demand	1000	100 f/cc
Full Face Piece, Supplied >1000 Air, Pressure Demand, Equipped with Auxiliary SCBA	>1000	>100 f/cc

2-42

**Requirements for Respirator Use**  
**Medical Examination (Including Pulmonary Functions)**

Respirator Training      Respirator Fit Testing      Individually Issued Respirators

2-43

**Questions?**

2-44

## LEAD AWARENESS TRAINING PROGRAM

### Substance Identification

**Substance:** Pure lead is a heavy metal at room temp/ pressure and is a basic chemical element. It combines with other chemicals to form compounds.

**Compounds covered:** lead means elemental lead, all inorganic lead compounds, and a class called lead soaps.

**Uses:** Exposure can occur during demo, salvage, lead removal or encapsulation, new construction, alteration, repair, renovations, installation of lead products, disposal, storage, containment, or maintenance on sites.

**Permissible Exposure Limit:** the PEL is 50 micrograms of lead per cubic meter of air averaged over an 8 hour day.

**Action Level:** The action level is 30 micrograms of lead per cubic meter of air averaged over an 8 hour day. The action level triggers exposure monitoring, medical surveillance, and training.

### Health Hazards

When absorbed in certain doses lead is toxic. The standards purpose is to prevent absorption. It is intended to protect you not only from immediate effects but long term effects of lead exposure. Lead is absorbed by:

How does it enter your body:

- Inhalation (breathing) - if scattered into the air.
- Ingestion (eating)- if lead on hands when eating food, smoking, chewing tobacco, putting on makeup
- It is not absorbed through the skin

A portion of the lead that enters your body gets into your blood stream. It is then stored in various organs. Some will be excreted while some remains in the tissues. The amount stored increases if you absorb more than you excrete. This stored lead can cause irreversible damage.

### Effects of overexposure to lead

Short term overexposure: Lead is a potent systematic poison with no useful function in your body. Large enough doses can kill you in a matter of days. Acute encephalopathy (a brain condition) may arise causing seizures, coma, and death from cardio-respiratory arrest. This is highly unusual but not impossible. Similar symptoms can arise from extended, chronic exposure to low doses of lead.

Lead effects numerous body systems, and causes health impairment and disease which arise after periods of exposure as short as days or as long as years

Long term (chronic) overexposure: This may result in severe damage to blood forming, nervous, urinary, and reproductive systems.

Common symptoms: loss of appetite, metallic taste in mouth, anxiety, constipation, nausea, pallor, excessive tiredness, weakness, insomnia, headache, nervous irritability, muscle and joint pain, fine tremors, numbness, dizziness, and colic (colic may result in severe abdominal pain).

Brain damage (encephalopathy), kidney damage, or central nervous system damage could result.

Encephalopathy may be preceded by vomiting, feeling of dullness, drowsiness and stupor, poor memory, restlessness, irritability, tremor, and convulsions. It may arise suddenly in seizures and result in coma and death.

Health protection goals of the standard: To prevent adverse health effects the workers blood level must be maintained at or below 40 micrograms per deciliter of blood. Workers intending to have children should be kept below 30 micrograms per deciliter of blood. Blood lead levels show the amount of lead circulating in your blood stream but do not give levels stored in tissues. There is an association between BLL and various diseases so it is an important indicator.

Once your BLL goes over 40 your risk of disease increases. There is a wide variability of individual responses to lead.

Your Employer is responsible for complying with the standards. You are responsible for assisting. You can do this by learning the lead hazards and their control, learning what the standard requires, following the standards, and having your employer comply with the standards.

Reporting signs and symptoms of health problems. Notify your supervisor immediately if you develop signs and symptoms of lead poisoning or if you desire medical advice concerning the effects of current or past exposure to lead or your ability to have a healthy child. You should also notify you supervisor if you have difficulty breathing during a fit test or while wearing a respirator. Your Employer must make available appropriate medical exams or consults. These must be done at no cost to you.

### **Permissible Exposure Limit (PEL).**

The PEL is 50 micrograms of lead per cubic meter of air averaged over an 8 hour day. This is referred to as a time weighted average. Since this is an 8 hour average you are permitted to have short exposures above the PEL as long as the 8 hour average does not exceed the PEL.

### **Exposure Assessment.**

If lead is present in the workplace your employer is required to do an exposure assessment to determine if the exposure is above the action level (30 ug/m<sup>3</sup>). Exposure is that which would occur if the employee was not wearing a respirator. Employees must be monitored unless there is objective data which can demonstrate conclusively that no employee will be exposed to lead in excess of the action level.

Objective data may be compiled from various sources (insurance companies, trade associations, or exposure data collected from similar operations). If your employer has conducted air sampling for lead in the past 12 months, we may use these results, provided they are applicable to the same employee tasks and exposure conditions and meet the requirements for accuracy as specified in the standard.

The standard lists certain tasks which might result in exposures to lead in excess of the PEL and, in some cases, exposures in excess of 50 times the PEL. If you are performing any of these tasks, your employer must provide you with appropriate respiratory protection, protective clothing and equipment, change areas, hand washing facilities, biological monitoring, and training until such time that an exposure assessment is conducted which demonstrates that your exposure level is below the PEL.

If you are exposed to lead and air sampling is performed, your employer is required to notify you in writing within 5 working days of the air monitoring results which represent your exposure. If the results indicate that your exposure exceeds the PEL (without regard to your use of a respirator), then your employer must also notify you of this in writing, and provide you with a description of the corrective action that has been taken or will be taken to reduce your exposure.

Your exposure must be rechecked by monitoring, at least every six months if your exposure is at or over the action level but below the PEL. Your employer may discontinue monitoring for you if 2 consecutive measurements, taken at least 7 days apart, are at or below the action level. Air monitoring must be repeated every 3 months if you are exposed over the PEL. Your employer must continue monitoring for you at this frequency until 2 consecutive measurements, taken at least 7 days apart, are below the PEL but above the action level.

### **Methods of Compliance**

Your employer is required to assure that no employee is exposed to lead in excess of the PEL. The standard requires your employer to institute engineering and work practice controls including administrative controls to reduce employee exposure. These controls must always be used, if feasible, and supplemented with respiratory protection if they do not get the exposure levels below the PEL.

Your employer is required to develop and implement a written compliance program for any job where employee exposures may reach the PEL. The written compliance program must be made available, upon request, to affected employees and their designated representatives.

### **Respiratory Protection**

Your employer is required to provide and assure your use of respirators when your exposure to lead is not controlled below the PEL by other means. The employer must pay the cost of the respirator. Whenever you request one, your employer is also required to provide you a respirator even if your air exposure level is not above the PEL. While respirators are the least satisfactory means of controlling your exposure, they are capable of providing significant protection if properly chosen, fitted, worn, cleaned, maintained, and replaced when they stop providing adequate protection.

Your employer is required to select respirators from the types listed in Table I of the Respiratory Protection section of the standard. Any respirator chosen must be approved by the Mine Safety and Health Administration (MSHA) or the National Institute for Occupational Safety and Health (NIOSH). This respirator selection table will enable your employer to choose a type of respirator which will give you a proper amount of protection based on your airborne lead exposure.

Fontaine Bros. also has a Respiratory Protection Program. This program includes written procedures for the proper selection, use, cleaning, storage, and maintenance of respirators.

You must also receive from your employer proper training in the use of respirators. Your employer is required to teach you how to wear a respirator, to know why it is needed, and to understand its limitations.

Your employer must ensure that your respirator face piece fits properly. Proper fit of a respirator face piece is critical to your protection from airborne lead

The standard provides that if your respirator uses filter elements, you must be given an opportunity to change the filter elements whenever an increase in breathing resistance is detected. You also must be permitted to periodically leave your work area to wash your face and respirator face piece whenever necessary to prevent skin irritation. If you ever have difficulty in breathing during a fit test or while using a respirator, your employer must make a medical examination available to you to determine whether you can safely wear a respirator.

### **Protective Work Clothing**

If you are exposed to lead above the PEL as an 8-hour TWA, your employer must provide you with

protective work clothing and equipment appropriate for the hazard. If work clothing is provided, it must be provided in a clean and dry condition at least weekly, and daily if your airborne exposure to lead is greater than 200 ug/m<sup>3</sup>. Appropriate protective work clothing and equipment can include coveralls or similar full-body work clothing, gloves, hats, shoes or disposable shoe coverlets, and face shields or vented goggles.

Your employer must assure that you follow good work practices when you are working in areas where your exposure to lead may exceed the PEL. The following procedures should be observed:

Prior to starting work:

- Change into work clothes and shoe covers in the clean section of the designated changing areas;
- Use work garments of appropriate protective gear, including respirators before entering the work area; and
- Store any clothing not worn under protective clothing in the designated changing area.

Upon leaving work area:

- HEPA vacuum heavily contaminated protective work clothing while it is still being worn. At no time may lead be removed from protective clothing by any means which result in uncontrolled dispersal of lead into the air;
- Remove shoe covers and leave them in the work area;
- Remove protective clothing and gear in the dirty area of the designated changing area. Remove protective coveralls by carefully rolling down the garment to reduce exposure to dust.
- Remove respirators last; and
- Wash hands and face.

At the end of the day:

- Where applicable, place disposal coveralls and shoe covers with the abatement waste;
- Contaminated clothing which is to be cleaned, laundered or disposed of must be placed in closed containers in the change room.
- Clean protective gear, including respirators, according to standard procedures;
- Wash hands and face again. If showers are available, take a shower and wash hair. If shower facilities are not available at the work site, shower immediately at home and wash hair.

### **Housekeeping**

Your employer must establish a housekeeping program sufficient to maintain all surfaces as free as practicable of accumulations of lead dust. Vacuuming, with a HEPA Vac, is the preferred method of meeting this requirement. Areas may also be washed using a TSP solution.

### **Hygiene Facilities and Practices**

Hand washing facilities must be provided where occupational exposure to lead occurs. In addition, change areas, showers (where feasible), and lunchrooms or eating areas are to be made available to workers exposed to lead above the PEL. Food and beverage, cigarettes, and chewing tobacco must not be consumed in these areas. Makeup must also not be applied in these areas. Change rooms provided

by you're your employer must be equipped with separate storage facilities for your protective clothing and equipment and street clothes to avoid cross-contamination. After showering, no required protective clothing or equipment worn during the shift may be worn home. It is important that contaminated clothing or equipment be removed in change areas and not be worn home or you will extend your exposure and expose your family since lead from your clothing can accumulate in your house, car, etc.

Lunchrooms or eating areas may not be entered with protective clothing or equipment unless surface dust has been removed by vacuuming, downdraft booth, or other cleaning method.

Finally, workers exposed above the PEL must wash both their hands and faces prior to eating, drinking, smoking or applying cosmetics.

All of the facilities and hygiene practices just discussed are essential to minimize additional sources of lead absorption from inhalation or ingestion of lead that may accumulate on you, your clothes, or your possessions. Strict compliance with these provisions can virtually eliminate several sources of lead exposure which significantly contribute to excessive lead absorption

### **Medical Surveillance**

Only medical surveillance can determine if the other provisions of the standard have effectively protected you as an individual. Compliance with the standard's provision will protect most workers from the adverse effects of lead exposure, but may not be satisfactory to protect individual workers (1) who have high body burdens of lead acquired over past years, (2) who have additional uncontrolled sources of non-occupational lead exposure, (3) who exhibit unusual variations in lead absorption rates, or (4) who have specific non-work related medical conditions which could be aggravated by lead exposure (e.g., renal disease, anemia). In addition, control systems may fail, or hygiene and respirator programs may be inadequate. Periodic medical surveillance of individual workers will help detect those failures. Medical surveillance will also be important to protect your reproductive ability - regardless of whether you are a man or woman.

All medical surveillance required by the interim final standard must be performed by or under the supervision of a licensed physician. The standard's medical surveillance program has two parts -- periodic biological monitoring and medical examinations. Full medical surveillance must be made available to all employees who are or may be exposed to lead in excess of the action level for more than 30 days a year and whose blood lead level exceeds 40 ug/dl. Initial medical surveillance consisting of blood sampling and analysis for lead and zinc protoporphyrin must be provided to all employees exposed at any time (1 day) above the action level.

Biological monitoring under the standard must be provided at least every 2 months for the first 6 months and every 6 months thereafter until your blood lead level is below 40 ug/dl. If your BLL exceeds 40 ug/dl the monitoring frequency must be increased from every 6 months to at least every 2 months and not reduced until two consecutive BLLs indicate reduced until two consecutive BLLs indicate a blood lead level below 40 ug/dl. Each time your BLL is determined to be over 40 ug/dl, your employer must notify you of this in writing within five working days of his or her receipt of the test results. The employer must also inform you that the standard requires temporary medical removal with economic protection when your BLL exceeds 50 ug/dl. Anytime your BLL exceeds 50 ug/dl your employer must make available to you within two weeks of receipt of these test results a second follow-up BLL test to confirm your BLL. If the two tests both exceed 50 ug/dl, and you are temporarily removed, then your employer must make successive BLL tests available to you on a monthly basis during the period of your removal.

Medical examinations beyond the initial one must be made available on an annual basis if your blood lead level exceeds 40 ug/dl at any time during the preceding year and you are being exposed above the airborne action level of 30 ug/m<sup>3</sup> for 30 or more days per year. The initial examination will provide information to establish a baseline to which subsequent data can be compared.

An initial medical examination to consist of blood sampling and analysis for lead and zinc protoporphyrin must also be made available (prior to assignment) for each employee being assigned for the first time to an area where the airborne concentration of lead equals or exceeds the action level at any time. In addition, a medical examination or consultation must be made available as soon as possible if you notify your employer that you are experiencing signs or symptoms commonly associated with lead poisoning or that you have difficulty breathing while wearing a respirator or during a respirator fit test. You must also be provided a medical examination or consultation if you notify your employer that you desire medical advice concerning the effects of current or past exposure to lead on your ability to procreate a healthy child.

Finally, appropriate follow-up medical examinations or consultations may also be provided for employees who have been temporarily removed from exposure under the medical removal protection provisions of the standard.

The standard does not require that you participate in any of the medical procedures, tests, etc. which your employer is required to make available to you.

There are also provisions dealing with chelation. Chelation is the use of certain drugs (administered in pill form or injected into the body) to reduce the amount of lead absorbed in body tissues. Experience accumulated by the medical and scientific communities has largely confirmed the effectiveness of this type of therapy for the treatment of very severe lead poisoning. On the other hand, it has also been established that there can be a long list of extremely harmful side effects associated with the use of chelating agents

The standard prohibits "prophylactic chelation" of any employee by any person the employer retains, supervises or controls. "Prophylactic chelation" is the routine use of chelating or similarly acting drugs to prevent elevated blood levels in workers who are occupationally exposed to lead, or the use of these drugs to routinely lower blood lead levels to predesignated concentrations believed to be "safe"

The standard allows the use of "therapeutic" or "diagnostic" chelation if administered under the supervision of a licensed physician in a clinical setting with thorough and appropriate medical monitoring. Therapeutic chelation responds to severe lead poisoning where there are marked symptoms.

In cases where the examining physician determines that chelation is appropriate, you must be notified in writing of this fact before such treatment.

### **Medical Removal Protection**

Excessive lead absorption subjects you to increased risk of disease. Medical removal protection (MRP) is a means of protecting you when, for whatever reasons, other methods, such as engineering controls, work practices, and respirators, have failed to provide the protection you need. MRP involves the temporary removal of a worker from his or her regular job to a place of significantly lower exposure without any loss of earnings, seniority, or other employment rights or benefits. The purpose of this program is to cease further lead absorption and allow your body to naturally excrete lead which has previously been absorbed. Temporary medical removal can result from an elevated blood lead level, or a



medical opinion. For up to 18 months, or for as long as the job the employee was removed from lasts, protection is provided as a result of either form of removal.

You may also be removed from exposure even if your blood lead level is below 50 ug/dl if a final medical determination indicates that you temporarily need reduced lead exposure for medical reasons.

The standard does not give specific instructions dealing with what an employer must do with a removed worker. Your job assignment upon removal is a matter for you, CCC and your union (if any) to work out consistent with existing procedures for job assignments.

In all of these situation, MRP benefits must be provided during the period of removal - i.e., you continue to receive the same earnings, seniority, and other rights and benefits you would have had if you had not been removed.

When you are medically eligible to return to your former job, your employer must return you to your "former job status." This means that you are entitled to the position, wages, benefits, etc., you would have had if you had not been removed. If you would still be in your old job if no removal had occurred that is where you go back. If not, you are returned consistent with whatever job assignment discretion your employer would have had if no removal had occurred. MRP only seeks to maintain your rights, not expand them or diminish them.

If you are removed under MRP and you are also eligible for worker compensation or other compensation for lost wages, your employer's MRP benefits obligation is reduced by the amount that you actually receive from these other sources.

### **Employee Information and Training**

Your employer is required to provide an information and training program for all employees exposed to lead above the action level or who may suffer skin or eye irritation from lead compounds such as lead arsenate or lead azide. The program must train these employees regarding the specific hazards associated with their work environment, protective measures which can be taken, including the contents of any compliance plan in effect, the danger of lead to their bodies (including their reproductive systems), and their rights under the standard. All employees must be trained prior to initial assignment to areas where there is a possibility of exposure over the action level.

This training program must also be provided at least annually thereafter unless further exposure above the action level will not occur.

### **Signs**

The standard requires that the following warning sign be posted in work areas where the exposure to lead exceeds the PEL:

WARNING  
LEAD WORK AREA  
POISON  
NO SMOKING OR EATING

These signs are to be posted and maintained in a manner which assures that the legend is readily visible.

### **Recordkeeping**

Your employer is required to keep all records of exposure monitoring for airborne lead. These records must include the name and job classification of employees measured, details of the sampling and



analytical techniques, the results of this sampling, and the type of respiratory protection being worn by the person sampled. Such records are to be retained for at least 30 years. Your employer is also required to keep all records of biological monitoring and medical examination results. These records must include the names of the employees, the physician's written opinion, and a copy of the results of the examination.

Recordkeeping is also required if you are temporarily removed from your job under the medical removal protection program. Your employer is required to keep each medical removal record only for as long as the duration of an employee's employment.

The standard requires that if you request to see or copy environmental monitoring, blood lead level monitoring, or medical removal records, they must be made available to you or to a representative that you authorize.

### **Observation of Monitoring**

When air monitoring for lead is performed at your workplace as required by this standard, your employer must allow you or someone you designate to act as an observer of the monitoring. Observers are entitled to an explanation of the measurement procedure, and to record the results obtained. Since results will not normally be available at the time of the monitoring, observers are entitled to record or receive the results of the monitoring when returned by the laboratory. Your employer is required to provide the observer with any personal protective devices required to be worn by employees working in the area that is being monitored. Your employer must require the observer to wear all such equipment and to comply with all other applicable safety and health procedures.

### **Site Specific Operations**

Lead paint has been identified on painted surfaces in the building.

Historical data exists which indicates the airborne levels of the lead are below the action level. Despite this additional air monitoring will be done.

Once work is completed accepted methods of lead cleanup will be used.

# CONFINED SPACE ENTRY PERMIT

Location:		Date:		Time:	
Description:				Foreman:	
PROTECTIVE EQUIPMENT	YES	NO	PRECAUTIONS	YES	NO
Safety Harness & Lifeline			Lockout/De-energize		
Self-Contained Breathing Aparatus			Lines Blocked/Broken		
Half-face Respirator			Vessel Emptied/Cleaned		
Air Mover			Purge/Flush/Ventilation		
Protective Clothing			Hot Work Permit		
Other:			Other:		
Other:			Other:		
Any special requirements for RESCUE?					

## ATMOSPHERIC TESTING

Instrument Used:		Date of last calibration:			
Oxygen Level: %	Explosible Gas Level: %	CO Level: %	H2S Level: %		

## ADDITIONAL ATMOSPHERIC CONSIDERATIONS

Communication:	Visual <input type="checkbox"/>	Voice <input type="checkbox"/>	Radio <input type="checkbox"/>
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## AUTHORIZED EMPLOYEES

Qualified Person (Print):	
Qualified Person (Signature):	
Attendant (Print):	
Attendant (Signature):	
Authorized Entrants (Print):	
Authorized Entrants (Signature):	
Upon permit termination, all entrants have safely exited the confined space listed above.	Entrants witnessing air monitoring and calibration
Attendant:	
Print Name:	
Signature:	

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# DECK TURNOVER FORM



## PROJECT INFORMATION

Project Name:	Date:
Inspection Floor/Area:	Job No:

The fall protection installed by the steel erector in the location noted above have been inspected for the following items listed below and will not be turned over until all items are complete.

Items Inspected	Complete	Incomplete
1. Top rail installed at 42" +-3" from finished floor		
2. Mid rail installed at 21" from finished floor		
3. Cable Rails have less than 3" of deflection		
4. Intermediate stanchion installed every 12 ft.		
5. Corner stanchions have ¾ kickers installed		
6. Turn buckles installed at the end of 90-degree corner/break		
7. Pour stop installed		
8. Remove excess cable or secure		
9. Ladder access with opening no greater than 18"		
10. Flagging installed every 6 ft.		

If there are any items that require corrective action or are incomplete from the list above, please identify the areas and locations for the steel erector to make corrections in accordance with OSHA regulations. NO other trade will be allowed access until all corrections are made and re-inspected by a Fontaine Bros. representative and the steel erector.

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# WDPP CHECKLIST

## PRE-PLANNING

Pre-Planning:	Yes	No	Comments
Locating mechanical and electrical equipment away from areas where water may collect.			
Building plans should locate water lines in heated areas, away from crawl spaces or closets, soffits, and above ceiling areas with no air circulation, to avoid frozen water lines.			
<b>Common areas and all electrical and mechanical rooms need to be heated.</b>			
Site development to divert water away from the construction area.			
Connections to permanent sewer and storm water systems should be made before building construction begins			
Assuring that installation of moisture and air infiltration barriers or retarders are affected to allow water to exit the exterior wall systems and ensure external walls have appropriate drainage planes behind them.			
Building plans should include waterproofing designs to all roofs, foundations, windows, doors, gutters and drainage systems and specify the types of flashing, waterproofing components, moisture barriers and retarders to be used.			

## JOB RESPONSIBILITIES

Job Responsibilities:	Yes	No	Comments
Includes clearly defined responsibilities for supervisors, employees and subcontractors.			
Identifies personnel responsible for monitoring weather forecasts and properly securing the site in expectation of inclement weather.			
Identifies personnel having the authority to shut down, delay installation, or stop construction in anticipation of a natural event such as heavy rainfall, windstorm, flooding or hurricane.			
Includes personnel responsible for work scheduling, material deliveries and storage, worksite inspections, and employee training designed to minimize water damage loss.			
Has an approval process for scheduling water pressure testing of sprinkler or plumbing lines <b>prior to the installation of interior walls and ceilings.</b>			

## DELIVERIES AND STORAGE

Deliveries and Storage:	Yes	No	Comments
The WDPP should identify moisture sensitive building materials, specify when they are to be received and where they are to be stored prior to installation.			
Materials should be stored on pallets (off the floor) to minimize water damage loss potential while in storage.			

## INSPECTIONS AND SURVEILLANCE

Inspections and Surveillance:	Yes	No	Comments
The WDPP should identify personnel to monitor the site during the workday and to ensure the building is weather tight at the end of each work shift.			
The WDPP should address protection during the night and on weekends.			
Security should be responsible for detecting and responding to water intrusion incidents or inadequately heated locations in the same manner as a potential security threat.			

## COMMON CAUSES OF WATER DAMAGE

Common Causes of Water Damage:	Yes	No	Comments
Improper installation of weatherproofing, waterproofing and moisture barrier systems on the exterior of the building.			
Poorly glued connections on plastic pipe or improperly sweated copper pipe.			
Improperly installed sprinkler piping (failure to properly align mechanical fittings and piping).			
Pipe freeze.			

## WORKSITE INSPECTIONS

Worksite Inspections Should Verify:	Yes	No	Comments
Water accumulations from rain and groundwater are not migrating into the building.			
All door and window openings are covered at the end of each work shift and prior to inclement weather.			
Water lines and mechanical equipment are protected from freezing.			
Sprinkler or plumbing lines that are pressure tested with water are drained immediately following the test.			
Standpipe valves are closed.			
Roof drains are not blocked with leaves or debris.			
Sink drains are not clogged.			
Storage areas are dry and well ventilated.			
Materials are raised off the floor by pallets for storage.			

## WDPP CONTROL MEASURES

Water Damage Prevention Plan Control Measures	Yes	No	Comments
Administrative policy to shut off the domestic water supply during off-hours. <ul style="list-style-type: none"> <li>• Make sure no trades are working off-hours</li> <li>• Make sure that the domestic lines are not feeding mechanical or production equipment that requires constant water source.</li> </ul>			
Providing secondary power source when using sump pumps or other pumping systems.			
Performing air pressure testing before charging with water.			
Sealing leading edges of roofing materials at the end of each day to prevent storm water from getting under and incomplete roofing membrane.			
Providing heat during the winter in buildings with fluid in piping.			
Leave a gap of ½ between the drywall and the floor to minimize water contact in the event floors become wet.			

Section 00 73 00d  
INSURANCE REQUIREMENTS

The Subcontractor, at its own expense, shall purchase and maintain in full force and effect, such insurance in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, insurance policies as outlined below. Such policies shall protect the Contractor from claims which may arise out of or result from the Subcontractor's (or anyone directly or indirectly employed by the Subcontractor) operations performed under the Contract. The Subcontractor shall be required to provide Certificates of Insurance, and, upon demand, any policy or endorsement, evidencing the following coverage.

- D.1 Insurance covering claims under workmen's compensation, disability benefit and other similar employee benefit acts. Insurance also covering claims for damages because of bodily injury, occupational disease or sickness, or death of his employees with the following limits:

Workmen's Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident (per Accident):	\$500,000
Bodily Injury by Disease (per Employee):	\$500,000
Bodily Injury by Disease (Policy Limit):	\$500,000

- D.2 Commercial General Liability insurance, which shall include a blanket contractual liability insuring the indemnification obligations of this Agreement, broad form property damage liability, and personal injury liability coverage extensions. Such policy shall not exclude X, C, U exposures. Commercial general liability policy shall include products and completed operations liability. Further, products and completed operations liability shall be maintained in full force and effect for a period of three (3) years following final completion of the Work. All coverage required under commercial general liability should be provided on an occurrence form with the following minimum limits: (Per Project Aggregate)

Each Occurrence	\$1,000,000
Personal & Adv. Injury	\$1,000,000
Products-Comp Op Agg	\$1,000,000
General Aggregate	\$2,000,000
Medical Expense	\$10,000

The required limits may be satisfied by a combination of a primary policy and an excess or umbrella policy.

- D.3 Umbrella form Excess liability coverage covering all work performed by the Subcontractor under this Contract.

<u>Contract Amount</u>	<u>Umbrella Coverage</u>
Less than \$1,000,000-\$10,000,000	\$10,000,000
Greater than \$10,000,001	\$25,000,000

- D.4 Automobile Liability (Bodily Injury and Property Damage Liability) including coverage for all owned, non-owned, and hired automobiles. A compulsory Massachusetts automobile policy is acceptable for vehicles registered in Massachusetts only.

Bodily Injury (per Occurrence)	\$1,000,000
Property Damage (per Occurrence)	\$1,000,000
<b>OR</b>	
Bodily Injury and Property Damage (per occurrence) Combined Single Limit	\$1,000,000

The policy shall include a CA9948 Pollution Endorsement

- D.5 Contractor's Equipment Coverage on an "All Risk" basis, covering physical damage to all tools and equipment, including automotive equipment used by the Subcontractor with limits at least high enough to provide for replacement of items critical to Project efforts.

- D.6 Contractor's Pollution Liability

The subcontractor shall purchase and maintain 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 insurance policy shall cover the liability of the subcontractor during the process of removal, storage, transport and disposal of hazardous waste and contaminated soil and/or asbestos abatement. The policy shall include coverage for on-Site and off-Site bodily injury and loss of, damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water source or body of water, whether it be gradual or sudden and accidental. The policy shall also include defense and clean-up costs. The Owner and the MBLC shall be named as additional insureds and coverage must be on an occurrence basis. The amount of coverage shall be as follows unless a higher amount is specified in Section 8 below, in which case the CM shall provide the additional coverage:

Limit of Liability	\$1,000,000 per occurrence \$3,000,000 aggregate
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- D.7 If any operations performed within the scope of this Contract require the use of any aircraft or watercraft (owned or unowned), Subcontractor shall maintain liability insurance satisfactory to the Contractor.

- D.8 Fontaine-Dimeo LLC, CONSTRUCTION MANAGER shall be named "additional insured" on the General Liability, Automobile and Excess Liability (Umbrella) policies. General Liability Additional Insured status shall be specifically provided by Additional Insured Form CG2010(1185), or equivalent, and shall apply on a primary and non-contributing basis before any other Insurance or self-Insurance, including any deductible, maintained by, or provided to the additional insureds, and shall be for the duration of the

contract, including the Completed Operations Period. All policies shall be endorsed to Waive all Rights of Subrogation in favor of Fontaine-Dimeo, and CONSTRUCTION MANAGER. Policies shall not be canceled, materially changed or non-renewed without thirty (30) days advance notice to Fontaine-Dimeo, CONSTRUCTION MANAGER. *"Failure to provide Additional Insured status shall result in Fontaine-Dimeo purchasing and owners & Contractors Protective Liability policy (OCP) on behalf of the Subcontractor. The premium for this policy will be back-charged to your contract"*. In addition, THE OWNER, City of Worcester and Lamoureux Pagano & Associates, Inc. shall be added as additional insureds on the policies aforementioned.

D.9 Such other kinds of insurance as may be required by the Contractor or by the General Contract Documents, each such policy to be in the amount stipulated in the General Contract Documents unless a different amount is hereinafter designated or is otherwise prescribed in writing by the Contractor.

D.10 Indemnification

To the fullest extent permitted by law, the subcontractor shall indemnify, defend (with counsel subject to the supervision of the Attorney General of the Commonwealth of Massachusetts as required by M.G.L. c.12, S. 3) and hold harmless Fontaine-Dimeo, the City of Worcester, The Owner, Lamoureux Pagano & Associates, Inc., and their officers, agents, divisions, agencies, employees, representatives, successors and assignees 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 the subcontractor, any sub-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 of any laws;
- Violations of any provision of the Contract by the subcontractor, its suppliers or any other person or firm providing labor and/or materials for the work.;
- Injuries to any persons or damage to any property in connection with the Work; or
- Any act, omission, or neglect of subcontractor's Personnel.

The subcontract 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 the subcontractor's Personnel against parties indemnified hereunder, the subcontractor'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 subcontractor under worker's 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.

D.11 Waiver of Subrogation

Coverage shall include premium for temporary occupancy. Coverage shall include a Waiver of Subrogation in favor of Fontaine-Dimeo, Construction Manager, THE OWNER, City of Worcester and Lamoureux Pagano & Associates, Inc.

End of Section

Scope: 4-1 - Masonry  
Bidder:  
CM: Fontaine-Dimeo  
OPM: AECOM/Tishman  
Architect: Lamoureux Pagano

Present at Scope Review:



Bid Date: \_\_\_\_\_

**Bidder Information**

Subcontractor Name: \_\_\_\_\_

Project Estimator: \_\_\_\_\_ Email: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Is your estimator able to make final decisions regarding pricing and scope? Yes \_\_\_\_\_ No \_\_\_\_\_

If not, who at your firm is able to make final decision regarding pricing and scope?

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**In addition to the scope of work listed below, contractor shall review all bid documents and include items customarily performed by subcontractor bidding on this scope of work, regardless of where work is shown/referenced.**

**Bids are to be based on the documents available on Fontaine-Dimeo's project access site, including but not limited to:**

- Drawings and specifications as prepared by Lamoureux Pagano & Associates, titled Final Bid Package, dated 1/20/22
- All addendums issued through date of bid
- Project schedule as included in the contract documents
- General Conditions of this contract
- Supplementary Instructions to Bidders
- BIM Requirements for Subcontractors
- Insurance requirements for Subcontractors
- Site Specific Safety Plan
- Phasing & Logistics Plan
- LEED Building Requirements of the Contract
- Division 0 & 1 Requirements as applicable to each trade
- Mockup Requirements

**General Inclusions – All subcontractors by submitting a bid certify that they have included general requirements including but not limited to those listed below:**

- Complete layout and engineering
- Coordination with other trades
- Cleanup to a dumpster on site including hoisting – dumpster provided by Masonry Contractor
- Manpower to complete work within scheduled durations
- Lifts/hoisting/staging for their work
- Additional requirements as detailed in plans, specifications, project scope
- Full-time Foreman on site
- Full-time Project Manager
- Provide a Site Specific Safety Plan
- Provide PPE for their employees to safely complete their work including vests, glasses, hard hats, etc..
- Bonds and Insurance
- Operation and Maintenance Manuals
- As-Builts maintained throughout the course of the project and final submission in AutoCAD, pdf, and hard copy format
- Cooperate with owner/CM in all testing. Bidder shall not perform testing without prior consent/approval of CM
- Comply with all relevant prevailing wage/employment laws
- Submit monthly MB/WB participation reports
- Provide Weekly report on W/B work force participation

**Contractor shall acquire and pay all fees associated with permits required to complete the scope of work of this subcontract, except for the general building permit, which is provided by others. The contractor/erector shall obtain and keep up to date a Hot Works Permit with the City of Worcester Fire Department. Hot Work permits must be updated with the City every 30 days, before expiration date.**

**Subcontractors shall be responsible for work of the specification sections identified below in whole, unless it is specifically noted otherwise.**

**Bidder shall visit project site and review existing conditions.**

Detailed Scope of Work			
Specification Sections			
		Initial	
1	All Division 0 & 1 Requirements		All subcontractors shall comply with the general conditions and procedures of the project.
2	00 73 00 - Supplementary Instructions to Bidders		Bidder understands and includes complete scope of work
3	01 50 00 - Temporary Facilities and Controls		Bidder understands and includes complete scope of work
4	04 00 01 - Masonry Trade Contract Requirements		Bidder understands and includes complete scope of work
5	04 20 00 - Unit Masonry		Bidder understands and includes complete scope of work
6			
7	<b>1. Trade Specific Scope</b>		
8		Initial	
9	Provide temporary power for work of this scope		Bidder understands and includes complete scope of work
10	Provide a dumpster for work of this bid package.		Bidder understands and includes complete scope of work
11	The only water source for the project is a hydrant located at the south side of the existing gym. Include all means necessary to get water to your work areas.		Bidder understands and includes complete scope of work
12	Provide all temp heat, fuel, and enclosures required for the work of this bid package. Add and maintain, Install C.O. detectors within heated enclosures. Provide all gas storage permitting required by the AHJ. Provide and maintain per requirements from the AHJ.		Bidder understands and includes complete scope of work
13	Provide all mockups and field samples required by documents		Bidder understands and includes complete scope of work
14	Include winter conditions per schedule		Bidder understands and includes complete scope of work
15	Provide heat for mortar/ grout/ sand/ water		Bidder understands and includes complete scope of work
16	Furnish and install tarping at scaffold for winter.		Bidder understands and includes complete scope of work
17	Some work will be completed out of sequence for access and/or loading zones. Include multiple mobilizations as required by the CM.		Bidder understands and includes complete scope of work
18	Perform all layout from control provided by CM		Bidder understands and includes complete scope of work
19	Build, maintain, and utilize washout area. Clean up washout to the mason's provided dumpster.		Bidder understands and includes complete scope of work
20	Install items furnished by others such as anchors, bolts, plates, flashing reglets, etc.		Bidder understands and includes complete scope of work
21	Make provisions for proper location and installation of pipe sleeves, duct openings, conduit, safety specialties, keys, switches, chases, electrical boxes, bolts, anchors, inserts, and similar items as required by other trades. Notify other trades when items are ready for installation.		Bidder understands and includes complete scope of work
22	Protect work of other trades at all times from mortar drippings, stains, and damage by the exercise of reasonable care and precautions. Clean or repair all existing materials which are soiled or damaged by work of this contractor to match original profiles and finishes. Existing materials and finishes which cannot be cleaned or repaired shall be removed and replaced with new work to match existing.		Bidder understands and includes complete scope of work
23	Protect roof flashing and roof membrane from damage. At a minimum, provide 1/2" layer of plywood on roof surfaces over full work areas and along traffic route.		Bidder understands and includes complete scope of work
24	Grout fill hollow metal frames, elevator hoist way frames, where ever ties or anchorage items occur and as further detailed in the contract documents.		Bidder understands and includes complete scope of work
25	Provide control joints and expansion joints as required in work of this bid package.		Bidder understands and includes complete scope of work
26	Install items furnished by other sections as required including cavity wall insulation, lintels, hoist beam, elevator guide rail brackets, sleeves, access doors, etc.		Bidder understands and includes complete scope of work
27	Provide special brick and block shapes		Bidder understands and includes complete scope of work

28	Protect windows, curtainwall, and storefront as required during washdown and cleaning		Bidder understands and includes complete scope of work
29	Set final elevations on steel lintels		Bidder understands and includes complete scope of work
30	Layout, furnish, and install weldable rebar and welded couplers including welding.		Bidder understands and includes complete scope of work
31	Layout rebar dowels between concrete and masonry where furnished under concrete package. This contractor shall furnish and install all rebar dowels set with epoxy and all welded rebar. Welding shall be completed by this contractor by a certified welder.		Bidder understands and includes complete scope of work
32	Provide fire stopping and/or acoustical sealant at all masonry walls. Provide firestopping between edge of slab and CMU walls.		Bidder understands and includes complete scope of work
33	Maintain all doors and frames set by other contractors plumb and level as they are built into the work of this contractor.		Bidder understands and includes complete scope of work
34	Protect existing school and all personal property from dust and damage that could result from work of this bid package.		Bidder understands and includes complete scope of work
35	Provide drawings and calculations stamped by a Professional Engineer registered in the Commonwealth of Massachusetts as required per specifications. Include inspections by engineer per building code and final affidavit.		Bidder understands and includes complete scope of work
36	Flashings, membranes, and sealants provided by this contractor shall be coordinated with material provide under other sections. Furnish flashing "piece 2" to roofing contractor for installation where indicated. This contractor shall ensure compatibility with adjacent materials and provide compatibility letters with submittals.		Bidder understands and includes complete scope of work
37	Colors shall be selected by the architect from the full range of colors available as noted in the specifications.		Bidder understands and includes complete scope of work
38	Submit full range of color samples within 4 weeks of award for selection by the architect.		Bidder understands and includes complete scope of work
39	Provide all fire stopping for penetrations associated with the elevator installation. This includes penetrations created by the elevator contractor during the installation.		Bidder understands and includes complete scope of work
40	Furnish, erect, maintain, dismantle, and remove scaffolding/lifts necessary to complete this scope of work in compliance with all OSHA requirements and Fontaine-Dimeo Safety Plan, whichever is more stringent.		Bidder understands and includes complete scope of work
41	Patch and point any areas affected by anchorage of staging to building.		Bidder understands and includes complete scope of work
42	Provide boxouts for all items to be installed in masonry walls including, but not limited to, MEPFP items, miscellaneous metals/steel, rough-in boxes, piping, ductwork, door hardware, specialties items, etc. Patch all boxouts following work of other trades.		Bidder understands and includes complete scope of work
43	Provide grout at structural steel beam pockets. Include grouting of base plates at these locations.		Bidder understands and includes complete scope of work
44	Include the cost of all labor and materials to assist the testing agency in performing the required masonry testing.		Bidder understands and includes complete scope of work
45	Provide all masonry at the outbuilding		Bidder understands and includes complete scope of work
46	Coordinate all seismic clips with Misc. Metals contractor. Ensure cells are grouted solid where required for connection.		Bidder understands and includes complete scope of work
47	<b>2. General Scope Items</b>		
48		<b>Initial</b>	
49	<b>General</b>		
50	Electronic Documents, Submittals, Etc.		Bidder understands and includes complete scope of work
51	Provide PP&E, drinking water		Bidder understands and includes complete scope of work
52	Normal Work Hours 7:00 am - 3:30 pm Monday - Friday		Bidder understands and includes complete scope of work
53	Warranties commence upon substantial completion		Bidder understands and includes complete scope of work
54	Provide construction daily reports		Bidder understands and includes complete scope of work
55	CM right to assemble personnel		Bidder understands and includes complete scope of work
56	Sub responsible for coring/sleeving/penetrations		Bidder understands and includes complete scope of work
57	Material escalation included in bids		Bidder understands and includes complete scope of work
58	Multiple mobilizations, multiple crews		Bidder understands and includes complete scope of work

59	Temp Power/Facilities		Bidder understands and includes complete scope of work as described herein
60	MBE/WBE Goals-Provide % in Bid		Provide % in Bid
61	City of Worcester Workforce Goals of 38% Minority, 10% Women, and 25% Worcester Resident. Provide acknowledgement of meeting or exceeding goals at bid time.		Provide Acknowledgement of meeting or exceeding goals
62	<b>Meetings</b>		
63	Provide three week lookahead schedules		Bidder understands and includes complete scope of work
64	Kick-off meetings		Bidder understands and includes complete scope of work
65	Pre-Construction Meetings		Bidder understands and includes complete scope of work
66	Daily Huddle with Foreman/CM		Bidder understands and includes complete scope of work
67	Weekly meetings - PM required		Bidder understands and includes complete scope of work
68	\$500 fine for missed meetings		Bidder understands and includes complete scope of work
69	<b>Safety</b>		
70	Reviewed/Comply with Site Safety Plan		Bidder understands and includes complete scope of work
71	Provide Site Specific Plan (2 copies)		Bidder understands and includes complete scope of work
72	SDS Sheets up to date (2 copies)		Bidder understands and includes complete scope of work
73	GFCI for all tools		Bidder understands and includes complete scope of work
74	Fall Protection by Subcontractors - harnesses etc.		Bidder understands and includes complete scope of work
75	6' fall protection rules		Bidder understands and includes complete scope of work
76	Non-compliance results in removal from project		Bidder understands and includes complete scope of work
77	No radios		Bidder understands and includes complete scope of work
78	<b>Payments &amp; Req's</b>		
79	Req on third Thursday of each month		Bidder understands and includes complete scope of work
80	Revised req within 3 days		Bidder understands and includes complete scope of work
81	Retainage 5%		Bidder understands and includes complete scope of work
82	Safety (Separate line item of req. valued to be agreed upon)		Bidder understands and includes complete scope of work
83	Clean up (Separate line item of req. Value to be agreed upon)		Bidder understands and includes complete scope of work
84	<b>Change Orders</b>		
85	15% markup		Bidder understands and includes complete scope of work
86	Breakdown per instructions		Bidder understands and includes complete scope of work
87	<b>Housekeeping</b>		
88	Subcontractor owns cleanup to dumpster. Dumpster for Masonry shall be provided by this contractor.		Bidder understands and includes complete scope of work
89	Housekeeping non-compliance per supplemental instructions		Bidder understands and includes complete scope of work
90	<b>Hoisting, Staging, Unloading</b>		
91	Subcontractor owns all hoisting, staging, equipment		Bidder understands and includes complete scope of work
92	Provide manpower for delivery, distribution etc.		Bidder understands and includes complete scope of work
93	<b>Logistics</b>		
94	Parking on site - 1 foreman. All other employees shall park off site and it is the responsibility this contractor to shuttle them to the site.		Bidder understands and includes complete scope of work
95	Laydown space on site is extremely limited. Materials may need to remain on trailers, off site, until area is ready for erection. Just in time deliveries will be required. All laydown must be coordinated with the CM. This contractor shall not block access around the building or impede work of other contractors. include off-site storage at secure facility. Stored materials will be allowed with proper backup per payment procedures.		Bidder understands and includes complete scope of work
96	<b>Closeout</b>		
97	Provide docs before April 20, 2024		Bidder understands and includes complete scope of work
98	Commissioning		Bidder understands and includes complete scope of work
99			
100	<b>3. Unit Prices</b>		
101	Exterior Brick Veneer		sq ft
102	Interior CMU		sq ft
103			
104			
105			
106			
107	<b>4. MBE/WBE Participation</b>		
108	<b>Names/Trades:</b>	<b>Proposed value:</b>	
109			
110			
111			
112			
113	<b>5. Specific Scope Lead Time and Durations</b>		
114	<b>Note: At minimum, all durations and lead times must meet contract schedule included in specification section 00 73 00e.</b>		

115	Lead Time for Shop Drawings		Weeks
116	Lead Time for Exterior Brick		Weeks
117	Lead Time for Interior CMU		Weeks
118	Lead Time for insulation		Weeks
119	Lead Time for Engineering		Weeks
120	<b>6. Break Out Quantities</b>		
121	Quantities are informational only and not an approval of scope. Actual quantities to be provided must meet the requirements of the contract and are the responsibility of the bidder.		
122	Total Manhours for on-site operations		
123			
124			
125			
126	<b>7. Optional Deducts/ Value Engineering Items</b>		
127	<b>Proposed Deduct:</b>	<b>Proposed Value:</b>	
128			
129			
130			
131			
132	<b>8. CM Alternates</b>		
133			
134			
135			
136			
137	<b>9. Break Out Pricing</b>		
138	CMU Walls		Furnish and install
139	Exterior Brick Veneer		Furnish and install
140			
141			
142			
143			
144	<b>10. BID PRICE FOR BASE BID SCOPE OF WORK</b>		
145	<b>BID PRICE:</b>	\$	
146			
147	<b>BOND:</b>	\$	
148			
149	<b>TOTAL:</b>	\$	
150			

\*\*\* I certify that I read, understood, and included all provisions in my base bid \*\*\*

I have reviewed and agree to complete the project scope as outlined above and in other project documents including but not limited to **4-1 - Masonry**, Drawings, Specifications, Addendum, and Supplementary Instructions to Bidders for the contract sums agreed upon below and in accordance with the project schedule.

Bid Submitted By: \_\_\_\_\_

Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\*\*\*NOTE\*\*\*

ALL bids shall be valid for 90 days from date submitted.

ALL bidders shall attend a scope review at Fontaine-Dimeo office if requested.

ALL bidders shall include this scope sheet in any subcontract executed to perform this scope of work.

This attachment "Exhibit B" for trade contractors or "Exhibit 1" for non-trade contractors must be returned along with bidder's subcontract prior to execution of a subcontract with Fontaine-Dimeo LLC. By returning this "Exhibit B" or "Exhibit 1" along with a signed subcontract bidder certifies that they have reviewed and agree to scope of work as defined herein and furthermore as defined in the complete plans, specifications, addendum and supplementary instructions to bidders. Failure or refusal to individually initial or sign any item of work or line herein does not relieve bidder from responsibility to complete that item of work as described and understood unless said exclusion/modification is additionally initialed by an officer of Fontaine-Dimeo LLC.

Scope: 5-2 - Misc. Metals

Present at Scope Review:

Bidder:

CM: Fontaine-Dimeo

OPM: AECOM/Tishman

Architect: Lamoureux Pagano

Bid Date: \_\_\_\_\_



**Bidder Information**

Subcontractor Name: \_\_\_\_\_

Project Estimator: \_\_\_\_\_ Email: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Is your estimator able to make final decisions regarding pricing and scope? Yes \_\_\_\_\_ No \_\_\_\_\_

If not, who at your firm is able to make final decision regarding pricing and scope?

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**In addition to the scope of work listed below, contractor shall review all bid documents and include items customarily performed by subcontractor bidding on this scope of work, regardless of where work is shown/referenced.**

**Bids are to be based on the documents available on Fontaine-Dimeo's project access site, including but not limited to:**

- Drawings and specifications as prepared by Lamoureux Pagano & Associates, titled Final Bid Package, dated 1/20/22
- All addendums issued through date of bid
- Project schedule as included in the contract documents
- General Conditions of this contract
- Supplementary Instructions to Bidders
- BIM Requirements for Subcontractors
- Insurance requirements for Subcontractors
- Site Specific Safety Plan
- Phasing & Logistics Plan
- LEED Building Requirements of the Contract
- Division 0 & 1 Requirements as applicable to each trade
- Mockup Requirements

**General Inclusions – All subcontractors by submitting a bid certify that they have included general requirements including but not limited to those listed below:**

- Complete layout and engineering
- Coordination with other trades
- Cleanup to a dumpster on site including hoisting – dumpster provided by CM
- Manpower to complete work within scheduled durations
- Lifts/hoisting/staging for their work
- Additional requirements as detailed in plans, specifications, project scope
- Full-time Foreman on site
- Full-time Project Manager
- Provide a Site Specific Safety Plan
- Provide PPE for their employees to safely complete their work including vests, glasses, hard hats, etc..
- Bonds and Insurance
- Operation and Maintenance Manuals
- As-Builts maintained throughout the course of the project and final submission in AutoCAD, pdf, and hard copy format
- Cooperate with owner/CM in all testing. Bidder shall not perform testing without prior consent/approval of CM
- Comply with all relevant prevailing wage/employment laws
- Submit monthly MB/WB participation reports
- Provide weekly report on W/B work force participation

**Contractor shall acquire and pay all fees associated with permits required to complete the scope of work of this subcontract, except for the general building permit, which is provided by others. The contractor/erector shall obtain and keep up to date a Hot Works Permit with the City of Worcester Fire Department. Hot Work permits must be updated with the City every 30 days, before expiration date.**

**Subcontractors shall be responsible for work of the specification sections identified below in whole, unless it is specifically noted otherwise.**

**Bidder shall visit project site and review existing conditions.**

Detailed Scope of Work			
Specification Sections			
		Initial	
1	All Division 0 & 1 Requirements		All subcontractors shall comply with the general conditions and procedures of the project.
2	00 73 00 - Supplementary Instructions to Bidders		Bidder understands and includes complete scope of work
3	05 00 01-Misc. and Orn. Iron Trade Sub Bid		Bidder understands and includes complete scope of work
4	05 50 00-Metal Fabrications		Bidder understands and includes complete scope of work
5	05 50 01- Metal Fabrications-Sitework		Bidder understands and includes complete scope of work
6	05 71 13-Spiral Stairs		Bidder understands and includes complete scope of work
7	05 73 01-Ext. Metal Handrails & Guardrails		Bidder understands and includes complete scope of work
8			
9	<b>1. Trade Specific Scope</b>		
10		Initial	
11	Furnish and install all misc. metals items listed in the specifications and/or shown on the contract drawings.		Bidder understands and includes complete scope of work
12	All items noted to be furnished by this contractor and installed by another contractor must be supplied in sufficient time to be received, inventoried, and installed by installing contractor. Coordinate delivery with installing contractor. Make frequent visits to the site to monitor progress, coordinate with installing contractor, and ensure material is furnished when required. Costs for remedial work required due to late delivery of material will be borne by this contractor. Materials are to properly labeled to coincide with shop drawings. Provide a bill of lading with each delivery for conformation and acceptance of materials.		Bidder understands and includes complete scope of work
13	Provide all loading, unloading, hoisting, and scaffolding as required for the work of this bid package.		Bidder understands and includes complete scope of work
14	Furnish sleeves and provide layout, and/or provide all coring, grouting, etc. for exterior guardrails, handrails, ramp rails and similar rails at other locations.		Bidder understands and includes complete scope of work
15	Submit shop drawings within 14 days of award for priority stairs as noted on the logistics plans. There are (4) priority stairs, D 2.1-D 2.5, C 1.1-C 1.5, A 2.1-A 2.5, and E 2.1-E 2.2. Erection of the stairs is to be in the same order. Expedite installation of remaining stair towers so they are installed as soon as feasible. Coordinate with CM.		Bidder understands and includes complete scope of work
16	Field measure for all items to be installed on or between existing surfaces prior to fabrication. Notify the CM of any issues. This contractor shall be responsible for all modifications and remedial work required if field measurements are not performed.		Bidder understands and includes complete scope of work
17	Furnish all loose lintels and or shelf angles required at all masonry openings and where attached to or where built into masonry construction. Coordinate deliveries with the Masonry and concrete contractors and the CM. Review all drawings to identify items requiring lintels.		Bidder understands and includes complete scope of work

18	Coordinate deliveries with the CM. Laydown areas are limited and will be restricted to material for immediate installation.		Bidder understands and includes complete scope of work
19	Provide protective covering for all exposed, finished metal surfaces before and after installation until substantial completion. Return to the site to review protection at the direction of the CM.		Bidder understands and includes complete scope of work
20	Coordinate all blocking and solid filled masonry requirements with the masonry and drywall contractor. If blocking or solid filled masonry is required and not coordinated before walls are closed, it shall be the responsibility of this contractor to complete any remedial work.		Bidder understands and includes complete scope of work
21	Provide temporary power for work of this scope		Bidder understands and includes complete scope of work
22	Provide all mockups required by spec. Provide misc. metals supports at mock up walls.		Bidder understands and includes complete scope of work
23	Include winter conditions per schedule		Bidder understands and includes complete scope of work
24	Some work will be completed out of sequence for access and/or loading zones. Include multiple mobilizations as required by the CM.		Bidder understands and includes complete scope of work
25	Perform all layout from control provided by CM		Bidder understands and includes complete scope of work
26	Acquire/ pay for permits, fire watch, etc. Acquire /pay for hot works permit in accordance with City of Worcester Requirements.		Bidder understands and includes complete scope of work
27	Protect work of other trades at all times by the exercise of reasonable care and precautions. Clean or repair all existing materials which are damaged by work of this contractor. Existing materials and finishes which cannot be cleaned or repaired shall be removed and replaced with new work to match existing.		Bidder understands and includes complete scope of work
28	Provide drawings and calculations stamped by a Professional Engineer registered in the Commonwealth of Massachusetts as required per specifications. Include inspections and final affidavit per building code.		Bidder understands and includes complete scope of work
29	Coordinate overhead and folding door supports with the door manufacturers. Provide all support steel required by the manufacturer.		Bidder understands and includes complete scope of work
30	Coordinate layout and install steel sleeve retainer for volleyball stanchions.		Bidder understands and includes complete scope of work
31	After installation of stairs, touch up primer on exposed stringers. This includes all methods necessary for a finished surface approved by the design team and CM such as Bondo, sanding, stripping, repainting, etc.		Bidder understands and includes complete scope of work
32	Coordinate catwalk ladders, stairs, grating, railings, etc. with the structural steel contractor.		Bidder understands and includes complete scope of work
33	Coordinate the universal grid system for Auditorium and Media Center ceilings with all contractors installing items above the ceiling and within the ceiling system. This contractor shall coordinate to receive all loads applied to the system.		Bidder understands and includes complete scope of work
34	Note deflection criteria of terrazzo stair treads and design stairs, at a minimum, to meet the criteria.		Bidder understands and includes complete scope of work
35	All shop drawings submissions shall include a 3D model for inclusion in the Bim model. Models shall be set to the origin point provided by the Bim coordinator. This contractor shall participate in Bim coordination as it relates to the items provided in this scope of work.		Bidder understands and includes complete scope of work
36	Weld steel pedestal pipes for lightning protection to building steel framing as indicated on drawing E0.10B. Coordinate installation with electrical and roofing contractor.		Bidder understands and includes complete scope of work
37	Furnish and install roof equipment platform grating and guard/handrails.		Bidder understands and includes complete scope of work
38	Furnish and install scoreboard posts. Coordinate with scoreboard manufacturer. Provide engineering for foundations.		Bidder understands and includes complete scope of work

39	Provide closure plates on top of stair stringers to close the gap between the stair stringer and the wall. Installation of closure plate will be comeback work and will be performed out of sequence. Protect adjacent surfaces during installation.		Bidder understands and includes complete scope of work
40	Submit shop drawings for bent plate and tube steel around 2 <sup>nd</sup> floor landing in area E within 14 days of award. Install of bent plate and tube steel is a priority for slab placement.		Bidder understands and includes complete scope of work
41	Provide panel point reinforcing at joists per typical detail on structural drawings. Assume two reinforcing points at each joist.		Bidder understands and includes complete scope of work
42	Include field cutting of (10) 6" diameter holes through structural steel as designated by the CM.		Bidder understands and includes complete scope of work
43	Include (15) floor frames and (5) roof frames per Typical Opening details on drawing S1.02, installed from below at the direction of the CM.		Bidder understands and includes complete scope of work
44	Include all Misc metals work at the outbuilding and fields.		Bidder understands and includes complete scope of work
45	Structural Steel Drawing and Misc. Metal Scope of Work Clarification: All work indicated on the Structural Drawings shall be furnished and installed by the Structural Steel Subcontractor unless specifically noted otherwise. Examples of Misc Metals work include, but are not limited too, Loose Lintels (per schedule), and all steel members inherently related to the Metal Stairs, Elevator Shaft L angles, C Channels, Area Grates, elevator support tubes and embed plates, etc.		Bidder understands and includes complete scope of work
46			
47	<b>2. General Scope Items</b>		
48		<b>Initial</b>	
49	<b>General</b>		
50	Electronic Documents, Submittals, Etc.		Bidder understands and includes complete scope of work
51	Provide PP&E, drinking water		Bidder understands and includes complete scope of work
52	Normal Work Hours 7:00 am - 3:30 pm Monday - Friday		Bidder understands and includes complete scope of work
53	Warranties commence upon substantial completion		Bidder understands and includes complete scope of work
54	Provide construction daily reports		Bidder understands and includes complete scope of work
55	CM right to assemble personnel		Bidder understands and includes complete scope of work
56	Sub responsible for coring/sleeving/penetrations		Bidder understands and includes complete scope of work
57	Material escalation included in bids		Bidder understands and includes complete scope of work
58	Multiple mobilizations, multiple crews		Bidder understands and includes complete scope of work
59	Temp Power/Facilities		Bidder understands and includes complete scope of work as described herein
60	MBE/WBE Goals-Provide % in Bid		Provide % in Bid
61	City of Worcester Workforce Goals of 38% Minority, 10% Women, and 25% Worcester Resident. Provide acknowledgement of meeting or exceeding goals at bid time.		Provide Acknowledgement of meeting or exceeding goals
62	<b>Meetings</b>		
63	Provide three week lookahead schedules		Bidder understands and includes complete scope of work
64	Kick-off meetings		Bidder understands and includes complete scope of work
65	Pre-Construction Meetings		Bidder understands and includes complete scope of work
66	Daily Huddle with Foreman/CM		
67	Weekly meetings - PM required		Bidder understands and includes complete scope of work
68	\$500 fine for missed meetings		Bidder understands and includes complete scope of work
69	<b>Safety</b>		
70	Reviewed/Comply with Site Safety Plan		Bidder understands and includes complete scope of work
71	Provide Site Specific Plan (2 copies)		Bidder understands and includes complete scope of work
72	SDS Sheets up to date (2 copies)		Bidder understands and includes complete scope of work
73	GFCI for all tools		Bidder understands and includes complete scope of work
74	Fall Protection by Subcontractors - harnesses etc.		Bidder understands and includes complete scope of work
75	6' fall protection rules		Bidder understands and includes complete scope of work
76	Non-compliance results in removal from project		Bidder understands and includes complete scope of work
77	No radios		Bidder understands and includes complete scope of work
78	<b>Payments &amp; Req's</b>		
79	Req on third Thursday of each month		Bidder understands and includes complete scope of work

80	Revised req within 3 days		Bidder understands and includes complete scope of work
81	Retainage 5%		
82	Safety (Separate line item of req. valued to be agreed upon)		Bidder understands and includes complete scope of work
83	Clean up (Separate line item of req. Value to be agreed upon)		Bidder understands and includes complete scope of work
84	<b>Change Orders</b>		
85	15% markup		Bidder understands and includes complete scope of work
86	Breakdown per instructions		Bidder understands and includes complete scope of work
87	<b>Housekeeping</b>		
88	Subcontractor owns cleanup to dumpster provided by Fontaine-Dimeo		Bidder understands and includes complete scope of work
89	Housekeeping non-compliance per supplemental instructions		Bidder understands and includes complete scope of work
90	<b>Hoisting, Staging, Unloading</b>		
91	Subcontractor owns all hoisting, staging, equipment		Bidder understands and includes complete scope of work
92	Provide manpower for delivery, distribution etc.		Bidder understands and includes complete scope of work
93	<b>Logistics</b>		
94	Parking on site - 1 foreman. All other employees shall park off site and it is the responsibility this contractor to shuttle them to the site.		Bidder understands and includes complete scope of work
95	Laydown space on site is extremely limited. Materials may need to remain on trailers, off site, until area is ready for erection. Just in time deliveries will be required. All laydown must be coordinated with the CM. This contractor shall not block access around the building or impede work of other contractors. include off-site storage at secure facility. Stored materials will be allowed with proper backup per payment procedures.		Bidder understands and includes complete scope of work
96	<b>Closeout</b>		
97	Provide docs before April 1, 2024		Bidder understands and includes complete scope of work
98	Commissioning		Bidder understands and includes complete scope of work
99			
100	<b>3. Unit Prices</b>		
101			
102			
103			
104			
105			
106			
107	<b>4. MBE/WBE Participation</b>		
108	<b>Names/Trades:</b>	<b>Proposed value:</b>	
109			
110			
111			
112			
113	<b>5. Specific Scope Lead Time and Durations</b>		
114	<b>Note: At minimum, all durations and lead times must meet contract schedule included in specification section 00 73 00e.</b>		
115	Lead Time for Stair Shop Drawings		Weeks
116	Lead Time for Engineering		Weeks
117	Lead Time for Stairs following field measurement		Weeks
118	Lead Time for spiral stair		Weeks
119			
120	<b>6. Break Out Quantities</b>		
121	<b>Quantities are informational only and not an approval of scope. Actual quantities to be provided must meet the requirements of the contract and are the responsibility of the bidder.</b>		
122			
123			
124			
125			
126	<b>7. Optional Deducts/ Value Engineering Items</b>		
127	<b>Proposed Deduct:</b>	<b>Proposed Value:</b>	
128			
129			
130			
131			
132	<b>8. CM Alternates</b>		
133			
134			

135		
136		
137	<b>9. Break Out Pricing</b>	
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147	<b>10. BID PRICE FOR BASE BID SCOPE OF WORK</b>	
148	<b>BID PRICE:</b>	\$
149		
150	<b>BOND:</b>	\$
151		
152	<b>TOTAL:</b>	\$
153		

\*\*\* I certify that I read, understood, and included all provisions in my base bid \*\*\*

I have reviewed and agree to complete the project scope as outlined above and in other project documents including but not limited to 5-2 - Misc. Metals, Drawings, Specifications, Addendum, and Supplementary Instructions to Bidders for the contract sums agreed upon below and in accordance with the project schedule.

**Bid Submitted By:** \_\_\_\_\_

**Firm:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**\*\*\*NOTE\*\*\***

**ALL bids shall be valid for 90 days from date submitted.**

**ALL bidders shall attend a scope review at Fontaine/WT Rich office if requested.**

**ALL bidders shall include this scope sheet in any subcontract executed to perform this scope of work.**

This attachment "Exhibit B" for trade contractors or "Exhibit 1" for non-trade contractors must be returned along with bidder's subcontract prior to execution of a subcontract with Fontaine/WT Rich LLC. By returning this "Exhibit B" or "Exhibit 1" along with a signed subcontract bidder certifies that they have reviewed and agree to scope of work as defined herein and furthermore as defined in the complete plans, specifications, addendum and supplementary instructions to bidders. Failure or refusal to individually initial or sign any item of work or line herein does not relieve bidder from responsibility to complete that item of work as described and understood unless said exclusion/modification is additionally initialed by an officer of Fontaine /WT Rich LLC.

Scope: 7-2 - Above Grade Waterproofing & Outbuilding Present at Scope Review:  
Bidder:  
CM: Fontaine-Dimeo  
OPM: AECOM Tishman  
Architect: Lamoureux Pagano Bid Date: \_\_\_\_\_



**Bidder Information**

Subcontractor Name: \_\_\_\_\_

Project Estimator: \_\_\_\_\_ Email: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Is your estimator able to make final decisions regarding pricing and scope? Yes \_\_\_\_\_ No \_\_\_\_\_

If not, who at your firm is able to make final decision regarding pricing and scope?

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**In addition to the scope of work listed below, contractor shall review all bid documents and include items customarily performed by subcontractor bidding on this scope of work, regardless of where work is shown/referenced.**

**Bids are to be based on the documents available on Fontaine/Rich's project access site, including but not limited to:**

- Drawings and specifications as prepared by Lamoureux Pagano & Associates, titled Final Bid Package, dated 1/20/22
- All addendums issued through date of bid
- Project schedule as included in the contract documents
- General Conditions of this contract
- Supplementary Instructions to Bidders
- BIM Requirements for Subcontractors
- Insurance requirements for Subcontractors
- Site Specific Safety Plan
- Phasing & Logistics Plan
- LEED Building Requirements of the Contract
- Division 0 & 1 Requirements as applicable to each trade
- Mockup Requirements

**General Inclusions – All subcontractors by submitting a bid certify that they have included general requirements including but not limited to those listed below:**

- Complete layout and engineering
- Coordination with other trades
- Cleanup to a dumpster on site including hoisting – dumpster provided by CM
- Manpower to complete work within scheduled durations
- Lifts/hoisting/staging for their work
- Additional requirements as detailed in plans, specifications, project scope
- Full-time Foreman on site
- Full-time Project Manager
- Provide a Site Specific Safety Plan
- Provide PPE for their employees to safely complete their work including vests, glasses, hard hats, etc..
- Bonds and Insurance
- Operation and Maintenance Manuals
- As-Built maintained throughout the course of the project and final submission in AutoCAD, pdf, and hard copy format
- Cooperate with owner/CM in all testing. Bidder shall not perform testing without prior consent/approval of CM
- Comply with all relevant prevailing wage/employment laws
- Submit monthly MB/WB participation reports
- Provide weekly report on W/B work force participation

Contractor shall acquire and pay all fees associated with permits required to complete the scope of work of this subcontract, except for the general building permit, which is provided by others. The contractor/erector shall obtain and keep up to date a Hot Works Permit with the City of Worcester Fire Department. Hot Work permits must be updated with the City every 30 days, before expiration date.

Subcontractors shall be responsible for work of the specification sections identified below in whole, unless it is specifically noted otherwise.

Bidder shall visit project site and review existing conditions.

Detailed Scope of Work			
Specification Sections			
		Initial	
1	All Division 0 & 1 Requirements		All subcontractors shall comply with the general conditions and procedures of the project.
2	00 73 00 - Supplementary Instructions to Bidders		Bidder understands and includes complete scope of work
3	07 00 01-WD&C Trade Contract Requirements		Bidder understands and includes complete scope of work
4	07 11 13-Bituminous Damproofing		Bidder understands and includes complete scope of work
5	07 13 53-Elastomeric Sheet waterproofing		Bidder understands and includes complete scope of work
6	07 16 13-Polymer Modified Cement Waterproofing		Bidder understands and includes complete scope of work
7	07 27 13- Air Barriers		Bidder understands and includes complete scope of work
8	07 92 00-Joint Sealants		Bidder understands and includes complete scope of work
9			
10	<b>1. Trade Specific Scope</b>		
11		Initial	
12	Provide temporary power for work of this scope		Bidder understands and includes complete scope of work
13	Provide all lifts, staging, hoisting, rigging, etc. required to complete this scope of work.		Bidder understands and includes complete scope of work
14	Work in sequence with other trades as areas of work become available. Subcontractor understands that multiple mobilizations will be necessary to complete envelope as work is completed and that areas such as loading docks will be completed out of sequence.		Bidder understands and includes complete scope of work
15	Protect work of other trades at all times by the exercise of reasonable care and precautions. Clean or repair all existing materials which are damaged by work of this contractor. Existing materials and finishes which cannot be cleaned or repaired shall be removed and replaced with new work to match existing.		Bidder understands and includes complete scope of work
16	Subcontractor shall provide labor, material, equipment etc. necessary to complete all work related to mock ups and as required to complete building envelope and window testing. Subcontractor shall complete remedial work required in the event that any testing fails at no additional cost. If retesting is necessary, costs for retesting shall be paid by this contractor.		Bidder understands and includes complete scope of work
17	Provide all tie offs, harnesses, and safety requirements necessary to complete this scope of work.		Bidder understands and includes complete scope of work
18	Subcontractor shall complete punch list work within 2 weeks of a punch list being issued for each area of work. In the event that multiple punch lists are issued at different times for different areas of the building, subcontractor shall remobilize to complete punch lists as they become available.		Bidder understands and includes complete scope of work
19	Assist Commissioning Agent with all activities related to building envelope commissioning including completion of installation checklists, providing photographs of work in process, providing access for inspections, etc. Respond to all open commissioning items within 2 weeks of receipt of commissioning report.		Bidder understands and includes complete scope of work

20	Caulk all dissimilar materials whether shown or not shown, including but not limited to stair stringer to wall, Perimeter of Terrazzo stair treads to risers and stringers, Stair Closure plates to tile, Terrazzo base to tile, wall panels, inside corners of tile, Hollow metal frames to floor should be considered a part of the perimeter, perimeter of all kitchen equipment, counters, and millwork, etc.		Bidder understands and includes complete scope of work
21	Should there be conflict where sealants are noted under 07 92 00 and another spec section, this section shall be included in the base cost under 07 92 00		Bidder understands and includes complete scope of work
22	Furnish and install all exterior caulking where not specifically noted by other divisions.		Bidder understands and includes complete scope of work
23	Provide for extended exposure of AVB and other products in the event that exterior finishes are not completed at same time. Ensure that all product warranties are maintained despite extended exposure		Bidder understands and includes complete scope of work
24	Include winter conditions per schedule		Bidder understands and includes complete scope of work
25	Provide factory representative field inspections of installed products as required		Bidder understands and includes complete scope of work
26	Inspect substrates prior to the start of work in a timely fashion to allow for any corrective measures. Advise the CM of any unacceptable conditions prior to commencing work.		Bidder understands and includes complete scope of work
27	Prepare all surfaces and repair cracks as required for installation of this scope of work		Bidder understands and includes complete scope of work
28	Inspect and clean all substrates prior to start of work		Bidder understands and includes complete scope of work
29	Coordinate all with applicable trades for all penetrations		Bidder understands and includes complete scope of work
30	Dampproofing at steel in concrete below grade is by Below Grade Waterproofing contractor. All other dampproofing is by this contractor.		Bidder understands and includes complete scope of work
31	Custom colors are included as specified. Full range of color samples must be submitted within 2 weeks of award with a minimum of 3 original copies. Provide full sized color samples for final approval.		Bidder understands and includes complete scope of work
32	One classroom will be designated as a mock up classroom. Material for this room shall be delivered and installed ahead of and out of sequence with the remainder of the building. No work shall commence on site until the mockup classroom is approved.		Bidder understands and includes complete scope of work
33	Provide all waterproofing, above and below grade, at outbuilding.		Bidder understands and includes complete scope of work
34	Provide testing required by the manufacturers. Subcontractor shall complete remedial work required in the event that any testing fails at no additional cost. If retesting is necessary, costs for retesting shall be paid by this contractor.		Bidder understands and includes complete scope of work
35	Above grade waterproofing will be done in phases to support construction sequences. This contractor shall be responsible for multiple mobilizations so that waterproofing is not exposed for longer than allowed by manufacturer and to meet CM contract schedule and sequencing. Include all material and labor to complete tie between application phases.		Bidder understands and includes complete scope of work
36	Provide low temperature products to meet the project schedule due to the timing of installation.		Bidder understands and includes complete scope of work
37	Waterproofing of all MEP penetrations as shown in the documents will be come back operations. MEP penetrations will be completed in multiple mobilizations.		Bidder understands and includes complete scope of work

38	Caulk all dissimilar materials whether shown or not shown, including but not limited to stair stringer to wall, Perimeter of Terrazzo stair treads to risers and stringers, Stair Closure plates to tile, Terrazzo base to tile, wall panels, inside corners of tile, Hollow metal frames to floor should be considered a part of the perimeter, perimeter of all kitchen equipment, counters, and millwork, etc.		Bidder understands and includes complete scope of work
39	<b>2. General Scope Items</b>		
40		<b>Initial</b>	
41	<b>General</b>		
42	Electronic Documents, Submittals, Etc.		Bidder understands and includes complete scope of work
43	Provide PP&E, drinking water		Bidder understands and includes complete scope of work
44	Normal Work Hours 7:00 am - 3:30 pm Monday - Friday		Bidder understands and includes complete scope of work
45	Warranties commence upon substantial completion		Bidder understands and includes complete scope of work
46	Provide construction daily reports		Bidder understands and includes complete scope of work
47	CM right to assemble personnel		Bidder understands and includes complete scope of work
48	Sub responsible for coring/sleeving/penetrations		Bidder understands and includes complete scope of work
49	Material escalation included in bids		Bidder understands and includes complete scope of work
50	Multiple mobilizations, multiple crews		Bidder understands and includes complete scope of work
51	Temp Power/Facilities		Bidder understands and includes complete scope of work as described herein
52	MBE/WBE Goals-Provide % in Bid		Provide % in Bid
53	City of Worcester Workforce Goals of 38% Minority, 10% Women, and 25% Worcester Resident. Provide acknowledgement of meeting or exceeding goals at bid time.		Provide Acknowledgement of meeting or exceeding goals
54	<b>Meetings</b>		
55	Provide three week lookahead schedules		Bidder understands and includes complete scope of work
56	Kick-off meetings		Bidder understands and includes complete scope of work
57	Pre-Construction Meetings		Bidder understands and includes complete scope of work
58	Daily Huddle with Foreman/CM		
59	Weekly meetings - PM required		Bidder understands and includes complete scope of work
60	Daily Huddle for deliveries and Logistics		
61	\$500 fine for missed meetings		Bidder understands and includes complete scope of work
62	<b>Safety</b>		
63	Reviewed/Comply with Site Safety Plan		Bidder understands and includes complete scope of work
64	Provide Site Specific Plan (2 copies)		Bidder understands and includes complete scope of work
65	SDS Sheets up to date (2 copies)		Bidder understands and includes complete scope of work
66	GFCI for all tools		Bidder understands and includes complete scope of work
67	Fall Protection by Subcontractors - harnesses etc.		Bidder understands and includes complete scope of work
68	6' fall protection rules		Bidder understands and includes complete scope of work
69	Non-compliance results in removal from project		Bidder understands and includes complete scope of work
70	No radios		Bidder understands and includes complete scope of work
71	<b>Payments &amp; Req's</b>		
72	Req on third Thursday of each month		Bidder understands and includes complete scope of work
73	Revised req within 3 days		Bidder understands and includes complete scope of work
74	Retainage 5%		
75	Safety (Separate line item of req. valued to be agreed upon)		Bidder understands and includes complete scope of work
76	Clean up (Separate line item of req. Value to be agreed upon)		Bidder understands and includes complete scope of work
77	<b>Change Orders</b>		
78	15% markup		Bidder understands and includes complete scope of work
79	Breakdown per instructions		Bidder understands and includes complete scope of work
80	<b>Housekeeping</b>		
81	Subcontractor owns cleanup to dumpster provided by Fontaine-Dimeo		Bidder understands and includes complete scope of work
82	Housekeeping non-compliance per supplemental instructions		Bidder understands and includes complete scope of work
83	<b>Hoisting, Staging, Unloading</b>		
84	Subcontractor owns all hoisting, staging, equipment		Bidder understands and includes complete scope of work
85	Provide manpower for delivery, distribution etc.		Bidder understands and includes complete scope of work
86	<b>Logistics</b>		
87	Parking on site - 1 foreman. All other employees shall park off site and it is the responsibility this contractor to shuttle them to the site.		Bidder understands and includes complete scope of work

88	Laydown space on site is extremely limited. Materials may need to remain on trailers, off site, until area is ready for erection. Just in time deliveries will be required. All laydown must be coordinated with the CM. This contractor shall not block access around the building or impede work of other contractors. include off-site storage at secure facility. Stored materials will be allowed with proper backup per payment procedures.		Bidder understands and includes complete scope of work
89	<b>Closeout</b>		
90	Provide docs before April 1, 2024		Bidder understands and includes complete scope of work
91	Commissioning		Bidder understands and includes complete scope of work
92			
93	<b>3. Unit Prices</b>		
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100	<b>4. MBE/WBE Participation</b>		
101	<b>Names/Trades:</b>	<b>Proposed value:</b>	
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106	<b>5. Specific Scope Lead Time and Durations</b>		
107	<b>Note: At minimum, all durations and lead times must meet contract schedule included in specification section 00 73 00e.</b>		
108	Lead Time for Submittals		Weeks
109	Lead Time for Material		Weeks
110	Install Duration for Classroom pods		Weeks
111	Install Duration for gym, cafeteria, auditorium, band/chorus		Weeks
112			
113	<b>6. Break Out Quantities</b>		
114	<b>Quantities are informational only and not an approval of scope. Actual quantities to be provided must meet the requirements of the contract and are the responsibility of the bidder.</b>		
115			
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119	<b>7. Optional Deducts/ Value Engineering Items</b>		
120	<b>Proposed Deduct:</b>	<b>Proposed Value:</b>	
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125	<b>8. CM Alternates</b>		
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130	<b>9. Break Out Pricing</b>		
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140	<b>10. BID PRICE FOR BASE BID SCOPE OF WORK</b>		
141	<b>BID PRICE:</b>	<b>\$</b>	
142			

143	<b>BOND:</b>	\$
144		
145	<b>TOTAL:</b>	\$
146		

\*\*\* I certify that I read, understood, and included all provisions in my base bid \*\*\*

I have reviewed and agree to complete the project scope as outlined above and in other project documents including but not limited to 7-2 - Above Grade Waterproofing, Drawings, Specifications, Addendum, and Supplementary Instructions to Bidders for the contract sums agreed upon below and in accordance with the project schedule.

**Bid Submitted By:** \_\_\_\_\_

**Firm:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**\*\*\*NOTE\*\*\***

**ALL bids shall be valid for 90 days from date submitted.**

**ALL bidders shall attend a scope review at Fontaine-Dimeo's office if requested.**

**ALL bidders shall include this scope sheet in any subcontract executed to perform this scope of work.**

This attachment "Exhibit B" for trade contractors or "Exhibit 1" for non-trade contractors must be returned along with bidder's subcontract prior to execution of a subcontract with Fontaine-Dimeo LLC. By returning this "Exhibit B" or "Exhibit 1" along with a signed subcontract bidder certifies that they have reviewed and agree to scope of work as defined herein and furthermore as defined in the complete plans, specifications, addendum and supplementary instructions to bidders. Failure or refusal to individually initial or sign any item of work or line herein does not relieve bidder from responsibility to complete that item of work as described and understood unless said exclusion/modification is additionally initialed by an officer of Fontaine-Dimeo LLC.

Scope: 7-4 Roofing & Flashing  
Bidder:  
CM: Fontaine-Dimeo  
OPM: AECOM/Tishman  
Architect: Lamoureux Pagano

Present at Scope Review:



Bid Date: \_\_\_\_\_

**Bidder Information**

Subcontractor Name: \_\_\_\_\_

Project Estimator: \_\_\_\_\_ Email: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Is your estimator able to make final decisions regarding pricing and scope? Yes \_\_\_\_\_ No \_\_\_\_\_

If not, who at your firm is able to make final decision regarding pricing and scope?

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**In addition to the scope of work listed below, contractor shall review all bid documents and include items customarily performed by subcontractor bidding on this scope of work, regardless of where work is shown/referenced.**

**Bids are to be based on the documents available on Fontaine-Dimeo's project access site, including but not limited to:**

- Drawings and specifications as prepared by Lamoureux Pagano & Associates, titled Final Bid Package, dated 1/20/22
- All addendums issued through date of bid
- Project schedule as included in the contract documents
- General Conditions of this contract
- Supplementary Instructions to Bidders
- BIM Requirements for Subcontractors
- Insurance requirements for Subcontractors
- Site Specific Safety Plan
- Phasing & Logistics Plan
- LEED Building Requirements of the Contract
- Division 0 & 1 Requirements as applicable to each trade
- Mockup Requirements

**General Inclusions – All subcontractors by submitting a bid certify that they have included general requirements including but not limited to those listed below:**

- Complete layout and engineering
- Coordination with other trades
- Cleanup to a dumpster on site including hoisting – dumpster provided by Roofing Contractor for all Roofing related debris
- Manpower to complete work within scheduled durations
- Lifts/hoisting/staging for their work
- Additional requirements as detailed in plans, specifications, project scope
- Full-time Foreman on site
- Full-time Project Manager
- Provide a Site Specific Safety Plan
- Provide PPE for their employees to safely complete their work including vests, glasses, hard hats, etc..
- Bonds and Insurance
- Operation and Maintenance Manuals
- As-Builts maintained throughout the course of the project and final submission in AutoCAD, pdf, and hard copy format
- Cooperate with owner/CM in all testing. Bidder shall not perform testing without prior consent/approval of CM
- Comply with all relevant prevailing wage/employment laws
- Submit monthly MB/WB participation reports
- Provide weekly report on W/B work force participation

Contractor shall acquire and pay all fees associated with permits required to complete the scope of work of this subcontract, except for the general building permit, which is provided by others. The contractor/erector shall obtain and keep up to date a Hot Works Permit with the City of Worcester Fire Department. Hot Work permits must be updated with the City every 30 days, before expiration date.

Subcontractors shall be responsible for work of the specification sections identified below in whole, unless it is specifically noted otherwise.

Bidder shall visit project site and review existing conditions.

Detailed Scope of Work			
Specification Sections			
		Initial	
1	All Division 0 & 1 Requirements		All subcontractors shall comply with the general conditions and procedures of the project.
2	00 73 00 - Supplementary Instructions to Bidders		Bidder understands and includes complete scope of work
3	07 00 02-Roofing & Flashing Trade Requirements		Bidder understands and includes complete scope of work
4	07 54 19-PVC Roofing		Bidder understands and includes complete scope of work
5	07 61 20-Field Formed Metal Roofing & Cladding		Bidder understands and includes complete scope of work
6	07 62 00-Sheet Metal Flashing & Trim		Bidder understands and includes complete scope of work
7	07 71 00-Roof Specialties		Bidder understands and includes complete scope of work
8	07 72 00-Roof Accessories		Bidder understands and includes complete scope of work
9			
10	<b>1. Trade Specific Scope</b>		
11		Initial	
12	Provide temporary power for work of this scope		Bidder understands and includes complete scope of work
13	The only water source for the project is a hydrant located at the south side of the existing gym. Include all means necessary to get water to your work areas.		Bidder understands and includes complete scope of work
14	Provide all mockups required by spec.		Bidder understands and includes complete scope of work
15	Include winter conditions per schedule		Bidder understands and includes complete scope of work
16	Work in sequence with other trades as areas of work become available. Subcontractor understands that multiple mobilizations will be necessary to complete envelope as work is completed and that areas such as loading docks will be completed out of sequence.		Bidder understands and includes complete scope of work
17	Include provisions to roof over all mechanical equipment curb areas and go back, re-open the areas, and re-install the roof system around the sleepers and curbs.		Bidder understands and includes complete scope of work
18	Protect work of other trades at all times by the exercise of reasonable care and precautions. Clean or repair all existing materials which are damaged by work of this contractor. Existing materials and finishes which cannot be cleaned or repaired shall be removed and replaced with new work to match existing.		Bidder understands and includes complete scope of work
19	Furnish and install all work of these sections including all PVC roofing systems, metal roofing systems, tapered and flat insulation, vapor barrier beneath roofing insulation, overlayment board, thermal barrier, flashings, trim, roof accessories, slip sheets for PV system matching roof color, and walkway pads		Bidder understands and includes complete scope of work
20	Furnish/install roof expansion joints		Bidder understands and includes complete scope of work
21	Coordinate all with applicable trades for all penetrations. There will be multiple mobilizations for roof penetrations.		Bidder understands and includes complete scope of work
22	Provide factory representative field inspections of installed products as required. Provide field reports within one week of visit.		Bidder understands and includes complete scope of work
23	Provide manufacturer's pre-construction and final inspection. Provide manufacturer's inspection pre and post PV system installation.		Bidder understands and includes complete scope of work

24	Install/maintain fall protection system at roof edge per OSHA guidelines for all trades throughout the project. Relocate flagging system to 15' from roof edge after roofing work is complete in each section to be compliant with OSHA for other trades. Maintain the fall protection system for the duration of the project. Return at the direction of the CM to remove fall protection system. Provide tie off stanchions or carts at all loading zone for use by trades while on the roof or by the roof edges.		Bidder understands and includes complete scope of work
25	Install/maintain (8) loading/receiving areas comprised of ballasted guardrails or comparable system at roof edge to be utilized by trades		Bidder understands and includes complete scope of work
26	Remove snow as necessary to continue and complete work without delay		Bidder understands and includes complete scope of work
27	Roofing subcontractor shall include provisions within base bid to make safe and install and maintain temporary roofing at areas where roof top curbs and equipment have not been installed and shall not delay overall scope of making the building weathertight contingent upon roof top information/equipment. Temp roof at mechanical unit curbs to include nominal lumber and plywood substrate to divert water and prevent pooling. It is anticipated that separate mobilizations for the installation of roof top curbs and equipment may be needed and that roofing subcontractor shall include provisions for this work.		Bidder understands and includes complete scope of work
28	Provide temporary and permanent roof mats to protect roof during and post construction		Bidder understands and includes complete scope of work
29	Patch holes in roof created by installation of tie downs by roofer and other trades.		Bidder understands and includes complete scope of work
30	Roofer shall provide provisions to temporarily secure the edge of the roof membrane until roof edge metal is installed.		Bidder understands and includes complete scope of work
31	Furnish and install flashings for prefabricated equipment curbs supplied by others		Bidder understands and includes complete scope of work
32	Furnish and install specified heat & smoke vents		Bidder understands and includes complete scope of work
33	Install rooftop elevator penthouse/louwer, furnished by others		Bidder understands and includes complete scope of work
34	Furnish and install roof ladders at all transitions in roof height and at condenser platforms.		Bidder understands and includes complete scope of work
35	Furnish and install all stainless steel flashing & trim, brake metal work, cap flashings		Bidder understands and includes complete scope of work
36	Furnish and install all sealants at sheet metal work		Bidder understands and includes complete scope of work
37	Install all flashing at metal panels and masonry, furnished by others.		Bidder understands and includes complete scope of work
38	Provide 20 year roof system warranty as specified. Warranty shall start at substantial completion.		Bidder understands and includes complete scope of work
39	Attend required pre-installation meetings		Bidder understands and includes complete scope of work
40	Provide all dumpsters required for work of this bid package.		Bidder understands and includes complete scope of work
41	Custom colors are required for roofing, flashing, ladders, etc. per the specifications. Submit colors within 2 weeks of award for review, approval, and fabrication to meet or better schedule. Initial samples and verification samples are required.		Bidder understands and includes complete scope of work
42	Submit product data, color samples, and shop drawings within 2 weeks of award. Ensure that material will arrive on site in sufficient time to meet project schedule. This contractor is required to provide a water tight building for follow on trades on or before the date listed in the bid schedule. Provide all temporary roofing necessary to achieve the schedule.		Bidder understands and includes complete scope of work
43	Confirm all sealants and flashings are compatible with materials installed by contractors installing adjacent material.		Bidder understands and includes complete scope of work

44	A PV system will be installed on the roof. Verify PV system will not impact the manufacturer's warranty of the system. Complete all work required to maintain warranty.		Bidder understands and includes complete scope of work
45	Provide all testing per specifications.		Bidder understands and includes complete scope of work
46	Provide verification from manufacturer that contract details were reviewed and are acceptable. Shop drawings shall be representative of details of this project.		Bidder understands and includes complete scope of work
47	Assist Commissioning Agent with all activities related to building envelope commissioning including completion of installation checklists, providing photographs of work in process, providing access for inspections, etc. Respond to all open commissioning items within 2 weeks of receipt of commissioning report.		Bidder understands and includes complete scope of work
48	Masonry, metal panel, and curtainwall contractors will be installing scaffold to facilitate their work off the of the roof surface. Include either a sacrificial layer of membrane or plan on removing and replacing membrane to provide a warranted system.		Bidder understands and includes complete scope of work
49	Provide removable guardrail around entire perimeter of skylights.		Bidder understands and includes complete scope of work
50	Provide all roofing and flashing scope for the outbuilding		Bidder understands and includes complete scope of work
51	See temporary roofing scope outlined in 00 73 00 Supplementary Instructions to Bidders		Bidder understands and includes complete scope of work
52	Store roof material to protect roofing from damage and also from restricting access or egress.		Bidder understands and includes complete scope of work
53	Provide all lifts, hoisting, rigging, etc. required to complete this scope of work, except for setting of mechanical curbs via crane from truck on site.		Bidder understands and includes complete scope of work
54	Roofer must maintain a clean and safe work environment; daily cleanup of trash from roof to a dumpster provided by this contractor		Bidder understands and includes complete scope of work
55	If roofer fails to maintain a clean and safe work environment, Fontaine-Dimeo reserves the right to stop work until cleanup is completed, complete work against subcontractor's account, or hold payments to subcontractor.		Bidder understands and includes complete scope of work
56	Clean roof decks prior to installation of this work. Rough cleaning and removal of materials will be provided by trade working on the deck prior to your work.		Bidder understands and includes complete scope of work
57	Provide infrared testing on roof toward the end of the project but before PV installation.		Bidder understands and includes complete scope of work
58			
59	<b>2. General Scope Items</b>		
60		<b>Initial</b>	
61	<b>General</b>		
62	Electronic Documents, Submittals, Etc.		Bidder understands and includes complete scope of work
63	Provide PP&E, drinking water		Bidder understands and includes complete scope of work
64	Normal Work Hours 7:00 am - 3:30 pm Monday - Friday		Bidder understands and includes complete scope of work
65	Warranties commence upon substantial completion		Bidder understands and includes complete scope of work
66	Provide construction daily reports		Bidder understands and includes complete scope of work
67	CM right to assemble personnel		Bidder understands and includes complete scope of work
68	Sub responsible for coring/sleeving/penetrations		Bidder understands and includes complete scope of work
69	Material escalation included in bids		Bidder understands and includes complete scope of work
70	Multiple mobilizations, multiple crews		Bidder understands and includes complete scope of work
71	Temp Power/Facilities		Bidder understands and includes complete scope of work as described herein
72	MBE/WBE Goals-Provide % in Bid		Provide % in Bid
73	City of Worcester Workforce Goals of 38% Minority, 10% Women, and 25% Worcester Resident. Provide acknowledgement of meeting or exceeding goals at bid time.		Provide Acknowledgement of meeting or exceeding goals
74	<b>Meetings</b>		
75	Provide three week lookahead schedules		Bidder understands and includes complete scope of work
76	Kick-off meetings		Bidder understands and includes complete scope of work
77	Pre-Construction Meetings		Bidder understands and includes complete scope of work
78	Daily Huddle with Foreman/CM		

79	Weekly meetings - PM required		Bidder understands and includes complete scope of work
80	\$500 fine for missed meetings		Bidder understands and includes complete scope of work
81	<b>Safety</b>		
82	Reviewed/Comply with Site Safety Plan		Bidder understands and includes complete scope of work
83	Provide Site Specific Plan (2 copies)		Bidder understands and includes complete scope of work
84	SDS Sheets up to date (2 copies)		Bidder understands and includes complete scope of work
85	GFCI for all tools		Bidder understands and includes complete scope of work
86	Fall Protection by Subcontractors - harnesses etc.		Bidder understands and includes complete scope of work
87	6' fall protection rules		Bidder understands and includes complete scope of work
88	Non-compliance results in removal from project		Bidder understands and includes complete scope of work
89	No radios		Bidder understands and includes complete scope of work
90	<b>Payments &amp; Req's</b>		
91	Req on third Thursday of each month		Bidder understands and includes complete scope of work
92	Revised req within 3 days		Bidder understands and includes complete scope of work
93	Retainage 5%		
94	Safety (Separate line item of req. valued to be agreed upon)		Bidder understands and includes complete scope of work
95	Clean up (Separate line item of req. Value to be agreed upon)		Bidder understands and includes complete scope of work
96	<b>Change Orders</b>		
97	15% markup		Bidder understands and includes complete scope of work
98	Breakdown per instructions		Bidder understands and includes complete scope of work
99	<b>Housekeeping</b>		
100	Subcontractor owns cleanup to dumpster provided by Roofing Contractor for Roofing related debris.		Bidder understands and includes complete scope of work
101	Housekeeping non-compliance per supplemental instructions		Bidder understands and includes complete scope of work
102	<b>Hoisting, Staging, Unloading</b>		
103	Subcontractor owns all hoisting, staging, equipment		Bidder understands and includes complete scope of work
104	Provide manpower for delivery, distribution etc.		Bidder understands and includes complete scope of work
105	<b>Logistics</b>		
106	Parking on site - 1 foreman. All other employees shall park off site and it is the responsibility this contractor to shuttle them to the site.		Bidder understands and includes complete scope of work
107	Laydown space on site is extremely limited. Materials may need to remain on trailers, off site, until area is ready for erection. Just in time deliveries will be required. All laydown must be coordinated with the CM. This contractor shall not block access around the building or impede work of other contractors. include off-site storage at secure facility. Stored materials will be allowed with proper backup per payment procedures.		Bidder understands and includes complete scope of work
108	<b>Closeout</b>		
109	Provide docs before April 1, 2024		Bidder understands and includes complete scope of work
110	Commissioning		Bidder understands and includes complete scope of work
111			
112	<b>3. Unit Prices</b>		
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119	<b>4. MBE/WBE Participation</b>		
120	<b>Names/Trades:</b>	<b>Proposed value:</b>	
121			
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125	<b>5. Specific Scope Lead Time and Durations</b>		
126	<b>Note: At minimum, all durations and lead times must meet contract schedule included in specification section 00 73 00e.</b>		
127	Lead Time for Shop Drawings		Weeks
128	Lead Time for Mockup Material		Weeks
129	Lead Time for Building Material		Weeks
130	Anticipated Install Duration for each classroom pod A,B,C,D		Weeks
131	Anticipated Install Duration for Area D Physical Ed Area		Weeks

132	Anticipated Install Duration for Area E Auditorium and Admin.		Weeks
133	Anticipated Install Duration for Metal Roof		Weeks
134	<b>6. Break Out Quantities</b>		
135	<b>Quantities are informational only and not an approval of scope. Actual quantities to be provided must meet the requirements of the contract and are the responsibility of the bidder.</b>		
136	Total Manhours for on-site operations		
137	Total Squares of PVC roofing		
138	Total Squares of Metal roofing		
139			
140	<b>7. Optional Deducts/ Value Engineering Items</b>		
141	<b>Proposed Deduct:</b>	<b>Proposed Value:</b>	
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146	<b>8. CM Alternates</b>		
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151	<b>9. Break Out Pricing</b>		
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157	<b>10. BID PRICE FOR BASE BID SCOPE OF WORK</b>		
158	<b>BID PRICE:</b>	\$	
159			
160	<b>BOND:</b>	\$	
161			
162	<b>TOTAL:</b>	\$	
163			

\*\*\* I certify that I read, understood, and included all provisions in my base bid \*\*\*

I have reviewed and agree to complete the project scope as outlined above and in other project documents including but not limited to 7-4 Roofing & Flashing, Drawings, Specifications, Addendum, and Supplementary Instructions to Bidders for the contract sums agreed upon below and in accordance with the project schedule.

**Bid Submitted By:** \_\_\_\_\_

**Firm:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\*\*\*NOTE\*\*\*

ALL bids shall be valid for 90 days from date submitted.  
 ALL bidders shall attend a scope review at Fontaine-Dimeo's office if requested.

**ALL bidders shall include this scope sheet in any subcontract executed to perform this scope of work.**

This attachment "Exhibit B" for trade contractors or "Exhibit 1" for non-trade contractors must be returned along with bidder's subcontract prior to execution of a subcontract with Fontaine-Dimeo LLC. By returning this "Exhibit B" or "Exhibit 1" along with a signed subcontract bidder certifies that they have reviewed and agree to scope of work as defined herein and furthermore as defined in the complete plans, specifications, addendum and supplementary instructions to bidders. Failure or refusal to individually initial or sign any item of work or line herein does not relieve bidder from responsibility to complete that item of work as described and understood unless said exclusion/modification is additionally initialed by an officer of Fontaine-Dimeo LLC.

Scope: 8-2 Metal Windows  
Bidder:  
CM: Fontaine-Dimeo  
OPM: AECOM/Tishman  
Architect: Lamoureux Pagano

Present at Scope Review:



Bid Date: \_\_\_\_\_

**Bidder Information**

Subcontractor Name: \_\_\_\_\_

Project Estimator: \_\_\_\_\_ Email: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Is your estimator able to make final decisions regarding pricing and scope? Yes \_\_\_\_\_ No \_\_\_\_\_

If not, who at your firm is able to make final decision regarding pricing and scope?

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**In addition to the scope of work listed below, contractor shall review all bid documents and include items customarily performed by subcontractor bidding on this scope of work, regardless of where work is shown/referenced.**

**Bids are to be based on the documents available on Fontaine-Dimeo's project access site, including but not limited to:**

- Drawings and specifications as prepared by Lamoureux Pagano & Associates, titled Final Bid Package, dated 1/20/22
- All addendums issued through date of bid
- Project schedule as included in the contract documents
- General Conditions of this contract
- Supplementary Instructions to Bidders
- BIM Requirements for Subcontractors
- Insurance requirements for Subcontractors
- Site Specific Safety Plan
- Phasing & Logistics Plan
- LEED Building Requirements of the Contract
- Division 0 & 1 Requirements as applicable to each trade
- Mockup Requirements

**General Inclusions – All subcontractors by submitting a bid certify that they have included general requirements including but not limited to those listed below:**

- Complete layout and engineering
- Coordination with other trades
- Cleanup to a dumpster on site including hoisting – dumpster provided by CM
- Manpower to complete work within scheduled durations
- Lifts/hoisting/staging for their work
- Additional requirements as detailed in plans, specifications, project scope
- Full-time Foreman on site
- Full-time Project Manager
- Provide a Site Specific Safety Plan
- Provide PPE for their employees to safely complete their work including vests, glasses, hard hats, etc..
- Bonds and Insurance
- Operation and Maintenance Manuals
- As-Builts maintained throughout the course of the project and final submission in AutoCAD, pdf, and hard copy format
- Cooperate with owner/CM in all testing. Bidder shall not perform testing without prior consent/approval of CM
- Comply with all relevant prevailing wage/employment laws
- Submit weekly MB/WB participation reports
- Provide weekly report on W/B work force participation

Contractor shall acquire and pay all fees associated with permits required to complete the scope of work of this subcontract, except for the general building permit, which is provided by others. The contractor/erector shall obtain and keep up to date a Hot Works Permit with the City of Worcester Fire Department. Hot Work permits must be updated with the City every 30 days, before expiration date.

Subcontractors shall be responsible for work of the specification sections identified below in whole, unless it is specifically noted otherwise.

Bidder shall visit project site and review existing conditions.

Detailed Scope of Work			
Specification Sections			
		Initial	
1	All Division 0 & 1 Requirements		All subcontractors shall comply with the general conditions and procedures of the project.
2	00 73 00 - Supplementary Instructions to Bidders		Bidder understands and includes complete scope of work
3	08 00 05-Metal Window Trade Sub Bid		Bidder understands and includes complete scope of work
4	08 51 13-Aluminum Windows		Bidder understands and includes complete scope of work
5	07 92 00 Joint Sealants		Bidder understands and includes complete scope of work
6			
7	<b>1. Trade Specific Scope</b>		
8		Initial	
9	There will be independent mockups which will include at a minimum one window including all sealants and flashings. Mockup will be tested by this contractor.		Bidder understands and includes complete scope of work
10	Include winter conditions per schedule.		Bidder understands and includes complete scope of work
11	Work in sequence with other trades as areas of work become available. Subcontractor understands that multiple mobilizations will be necessary to complete envelope as work is completed and that areas such as loading docks will be completed out of sequence.		Bidder understands and includes complete scope of work
12	Perform all layout from control provided by CM.		Bidder understands and includes complete scope of work
13	Acquire/ pay for permits, hot work permit, fire watch, etc.		Bidder understands and includes complete scope of work
14	Protect work of other trades at all times by the exercise of reasonable care and precautions. Clean or repair all existing materials which are damaged by work of this contractor. Existing materials and finishes which cannot be cleaned or repaired shall be removed and replaced with new work to match existing.		Bidder understands and includes complete scope of work
15	Subcontractor shall provide survey of openings to confirm they match shop drawings.		Bidder understands and includes complete scope of work
16	Subcontractor to furnish and install all flashing, panning, sealants, minimally expanding foam, and exterior sealants required for complete weather tight installation of systems. Including weather stripping.		Bidder understands and includes complete scope of work
17	Subcontractor to furnish and install sub-sills, sub-sill extensions, sub-frames, sub-frame extensions and glass and glazing for aluminum windows.		Bidder understands and includes complete scope of work
18	Furnish and install Integral steel reinforcing at mullions. Anti-walk blocks at all vertical edges.		Bidder understands and includes complete scope of work
19	Furnish and install all custom color flashings for the custom color work of this trade.		Bidder understands and includes complete scope of work
20	Provide factory representative field inspections of installed products as required.		Bidder understands and includes complete scope of work
21	Provide final cleaning of the interior and exterior of all systems installed by this subcontractor at the completion of the project as directed by Fontaine Bros.		Bidder understands and includes complete scope of work
22	Include provisions for testing of all systems in place and in mock-up as indicated in specifications.		Bidder understands and includes complete scope of work
23	All required mock-up installation, inspections and testing must be completed prior to commencing work		Bidder understands and includes complete scope of work

24	Provide drawings and calculations stamped by a Professional Engineer registered in the Commonwealth of Massachusetts as required per specifications.		Bidder understands and includes complete scope of work
25	Custom colors are included as specified. Full range of color samples must be submitted within 2 weeks of award. Provide full sized color samples for final approval.		Bidder understands and includes complete scope of work
26	Respond to all envelope commissioning comments within 2 weeks of receipt of comment.		Bidder understands and includes complete scope of work
27			
28			
29			
30			
31	<b>2. General Scope Items</b>		
32		<b>Initial</b>	
33	<b>General</b>		
34	Electronic Documents, Submittals, Etc.		Bidder understands and includes complete scope of work
35	Provide PP&E, drinking water		Bidder understands and includes complete scope of work
36	Normal Work Hours 7:00 am - 3:30 pm Monday - Friday		Bidder understands and includes complete scope of work
37	Warranties commence upon substantial completion		Bidder understands and includes complete scope of work
38	Provide construction daily reports		Bidder understands and includes complete scope of work
39	CM right to assemble personnel		Bidder understands and includes complete scope of work
40	Sub responsible for coring/sleeving/penetrations		Bidder understands and includes complete scope of work
41	Material escalation included in bids		Bidder understands and includes complete scope of work
42	Multiple mobilizations, multiple crews		Bidder understands and includes complete scope of work
43	Temp Power/Facilities		Bidder understands and includes complete scope of work as described herein
44	MBE/WBE Goals-Provide % in Bid		Provide % in Bid
45	City of Worcester Workforce Goals of 38% Minority, 10% Women, and 25% Worcester Resident. Provide acknowledgement of meeting or exceeding goals at bid time.		Provide Acknowledgement of meeting or exceeding goals
46	<b>Meetings</b>		
47	Provide three week lookahead schedules		Bidder understands and includes complete scope of work
48	Kick-off meetings		Bidder understands and includes complete scope of work
49	Pre-Construction Meetings		Bidder understands and includes complete scope of work
50	Preinstallation Meeting		Bidder understands and includes complete scope of work
51	Daily Huddle with Foreman/CM		Bidder understands and includes complete scope of work
52	Weekly meetings - PM required		Bidder understands and includes complete scope of work
53	\$500 fine for missed meetings		Bidder understands and includes complete scope of work
54	<b>Safety</b>		
55	Reviewed/Comply with Site Safety Plan		Bidder understands and includes complete scope of work
56	Provide Site Specific Plan (2 copies)		Bidder understands and includes complete scope of work
57	SDS Sheets up to date (2 copies)		Bidder understands and includes complete scope of work
58	GFCI for all tools		Bidder understands and includes complete scope of work
59	Fall Protection by Subcontractors - harnesses etc.		Bidder understands and includes complete scope of work
60	6' fall protection rules		Bidder understands and includes complete scope of work
61	Non-compliance results in removal from project		Bidder understands and includes complete scope of work
62	No radios		Bidder understands and includes complete scope of work
63	<b>Payments &amp; Req's</b>		
64	Req on third Thursday of each month		Bidder understands and includes complete scope of work
65	Revised req within 3 days		Bidder understands and includes complete scope of work
66	Retainage 5%		Bidder understands and includes complete scope of work
67	Safety (Separate line item of req. valued to be agreed upon)		Bidder understands and includes complete scope of work
68	Clean up (Separate line item of req. Value to be agreed upon)		Bidder understands and includes complete scope of work
69	<b>Change Orders</b>		
70	15% markup		Bidder understands and includes complete scope of work
71	Breakdown per instructions		Bidder understands and includes complete scope of work
72	<b>Housekeeping</b>		
73	Subcontractor owns cleanup to dumpster provided by Fontaine-Dimeo		Bidder understands and includes complete scope of work
74	Housekeeping non-compliance per supplemental instructions		Bidder understands and includes complete scope of work
75	<b>Hoisting, Staging, Unloading</b>		
76	Subcontractor owns all hoisting, staging, equipment		Bidder understands and includes complete scope of work
77	Provide manpower for delivery, distribution etc.		Bidder understands and includes complete scope of work
78	<b>Logistics</b>		

79	Parking on site - 1 foreman. All other employees shall park off site and it is the responsibility this contractor to shuttle them to the site.		Bidder understands and includes complete scope of work
80	Laydown space on site is extremely limited. Materials may need to remain on trailers, off site, until area is ready for erection. Just in time deliveries will be required. All laydown must be coordinated with the CM. This contractor shall not block access around the building or impede work of other contractors. include off-site storage at secure facility. Stored materials will be allowed with proper backup per payment procedures.		Bidder understands and includes complete scope of work
81	<b>Closeout</b>		
82	Provide docs before April 20, 2021		Bidder understands and includes complete scope of work
83	Commissioning		Bidder understands and includes complete scope of work
84			
85	<b>3. Unit Prices</b>		
86			
87			
88			
89			
90			
91			
92	<b>4. MBE/WBE Participation</b>		
93	<b>Names/Trades:</b>	<b>Proposed value:</b>	
94			
95			
96			
97			
98	<b>5. Specific Scope Lead Time and Durations</b>		
99	<b>Note: At minimum, all durations and lead times must meet contract schedule included in specification section 00 73 00e.</b>		
100	Lead Time for Window Shop Drawings		Weeks
101	Lead time for Windows		Weeks
102	Lead Time for custom color samples		Weeks
103			
104			
105			
106	<b>6. Break Out Quantities</b>		
107	<b>Quantities are informational only and not an approval of scope. Actual quantities to be provided must meet the requirements of the contract and are the responsibility of the bidder.</b>		
108	Windows		
109	Curtainwalls		
110	Storefronts		
111	Total Manhours for on-site installation		
112	<b>7. Optional Deducts/ Value Engineering Items</b>		
113	<b>Proposed Deduct:</b>	<b>Proposed Value:</b>	
114			
115			
116			
117			
118	<b>8. CM Alternates</b>		
119			
120			
121			
122			
123	<b>9. Break Out Pricing</b>		
124	Windows		
125			
126			
127			
128			
129			
130	<b>10. BID PRICE FOR BASE BID SCOPE OF WORK</b>		
131	<b>BID PRICE:</b>	\$	
132			

133	<b>BOND:</b>	\$
134		
135	<b>TOTAL:</b>	\$
136		

\*\*\* I certify that I read, understood, and included all provisions in my base bid \*\*\*

I have reviewed and agree to complete the project scope as outlined above and in other project documents including but not limited to 8-2 Metal Windows, Drawings, Specifications, Addendum, and Supplementary Instructions to Bidders for the contract sums agreed upon below and in accordance with the project schedule.

**Bid Submitted By:** \_\_\_\_\_

**Firm:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**\*\*\*NOTE\*\*\***

**ALL bids shall be valid for 90 days from date submitted.**

**ALL bidders shall attend a scope review at Fontaine-Dimeo office if requested.**

**ALL bidders shall include this scope sheet in any subcontract executed to perform this scope of work.**

This attachment "Exhibit B" for trade contractors or "Exhibit 1" for non-trade contractors must be returned along with bidder's subcontract prior to execution of a subcontract with Fontaine-Dimeo LLC. By returning this "Exhibit B" or "Exhibit 1" along with a signed subcontract bidder certifies that they have reviewed and agree to scope of work as defined herein and furthermore as defined in the complete plans, specifications, addendum and supplementary instructions to bidders. Failure or refusal to individually initial or sign any item of work or line herein does not relieve bidder from responsibility to complete that item of work as described and understood unless said exclusion/modification is additionally initialed by an officer of Fontaine-Dimeo LLC.

Scope: 8-6 - Glass and Glazing  
Bidder:  
CM: Fontaine-Dimeo  
OPM: AECOM/Tishman  
Architect: Lamoureux Pagano

Present at Scope Review:



Bid Date: \_\_\_\_\_

**Bidder Information**

Subcontractor Name: \_\_\_\_\_

Project Estimator: \_\_\_\_\_ Email: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Is your estimator able to make final decisions regarding pricing and scope? Yes \_\_\_\_\_ No \_\_\_\_\_

If not, who at your firm is able to make final decision regarding pricing and scope?

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**In addition to the scope of work listed below, contractor shall review all bid documents and include items customarily performed by subcontractor bidding on this scope of work, regardless of where work is shown/referenced.**

**Bids are to be based on the documents available on Fontaine-Dimeo's project access site, including but not limited to:**

- Drawings and specifications as prepared by Lamoureux Pagano & Associates, titled Final Bid Package, dated 1/20/22
- All addendums issued through date of bid
- Project schedule as included in the contract documents
- General Conditions of this contract
- Supplementary Instructions to Bidders
- BIM Requirements for Subcontractors
- Insurance requirements for Subcontractors
- Site Specific Safety Plan
- Phasing & Logistics Plan
- LEED Building Requirements of the Contract
- Division 0 & 1 Requirements as applicable to each trade
- Mockup Requirements

**General Inclusions – All subcontractors by submitting a bid certify that they have included general requirements including but not limited to those listed below:**

- Complete layout and engineering
- Coordination with other trades
- Cleanup to a dumpster on site including hoisting – dumpster provided by CM
- Manpower to complete work within scheduled durations
- Lifts/hoisting/staging for their work
- Additional requirements as detailed in plans, specifications, project scope
- Full-time Foreman on site
- Full-time Project Manager
- Provide a Site Specific Safety Plan
- Provide PPE for their employees to safely complete their work including vests, glasses, hard hats, etc..
- Bonds and Insurance
- Operation and Maintenance Manuals
- As-Builts maintained throughout the course of the project and final submission in AutoCAD, pdf, and hard copy format
- Cooperate with owner/CM in all testing. Bidder shall not perform testing without prior consent/approval of CM
- Comply with all relevant prevailing wage/employment laws
- Submit weekly MB/WB participation reports
- Provide weekly report on W/B work force participation

**Contractor shall acquire and pay all fees associated with permits required to complete the scope of work of this subcontract, except for the general building permit, which is provided by others. The contractor/erector shall obtain and keep up to date a Hot Works Permit with the City of Worcester Fire Department. Hot Work permits must be updated with the City every 30 days, before expiration date.**

**Subcontractors shall be responsible for work of the specification sections identified below in whole, unless it is specifically noted otherwise.**

**Bidder shall visit project site and review existing conditions.**

Detailed Scope of Work			
Specification Sections			
		Initial	
1	All Division 0 & 1 Requirements		All subcontractors shall comply with the general conditions and procedures of the project.
2	00 73 00 - Supplementary Instructions to Bidders		Bidder understands and includes complete scope of work
3	08 00 08 - Glass and Glazing Trade Contract Requirements		Bidder understands and includes complete scope of work
4	08 80 00 - Glazing		Bidder understands and includes complete scope of work
5			
6			
1. Trade Specific Scope			
		Initial	
9	Provide all mockups required by contract documents.		Bidder understands and includes complete scope of work
10	Work in sequence with other trades as areas of work		Bidder understands and includes complete scope of work
11	Field measure where ever possible while still maintaining schedule. If guaranteed dimensions are necessary, coordinate with CM and other trades with sufficient time for material fabrication.		Bidder understands and includes complete scope of work
12	Acquire/ pay for permits, fire watch, etc.		Bidder understands and includes complete scope of work
13	Protect work of other trades at all times by the exercise of reasonable care and precautions. Clean or repair all existing materials which are damaged by work of this contractor. Existing materials and finishes which cannot be cleaned or repaired shall be removed and replaced with new work to match existing.		Bidder understands and includes complete scope of work
14	Furnish and Install glazing in all hollow metal frames and flush wood doors. Provide rated glass where required at fire rated doors and frames.		Bidder understands and includes complete scope of work
15	Custom colors are required for work of this bid package. Provide all samples in sufficient time for architect review, selection, and verification.		Bidder understands and includes complete scope of work
16	Remove all labels and provide final cleaning of all systems installed by this subcontractor at the completion of the project as directed by Fontaine Bros.		Bidder understands and includes complete scope of work
17	Furnish and install all accessories and materials required for a complete installation.		Bidder understands and includes complete scope of work
18	Furnish and install frameless mirrors		Bidder understands and includes complete scope of work
19	Furnish and install all glazing, glass shelves, and hardware at all display cases.		Bidder understands and includes complete scope of work
20	Coordinate all in-wall blocking for the scope of this work with the drywall contractor. Blocking requirements must be provided in sufficient time for the drywall contractor to install prior to closing walls.		Bidder understands and includes complete scope of work
21			
22			
23			
24			
2. General Scope Items			
		Initial	
26			

27	<b>General</b>		
28	Electronic Documents, Submittals, Etc.		Bidder understands and includes complete scope of work
29	Provide PP&E, drinking water		Bidder understands and includes complete scope of work
30	Normal Work Hours 7:00 am - 3:30 pm Monday - Friday		Bidder understands and includes complete scope of work
31	Warranties commence upon substantial completion		Bidder understands and includes complete scope of work
32	Provide construction daily reports		Bidder understands and includes complete scope of work
33	CM right to assemble personnel		Bidder understands and includes complete scope of work
34	Sub responsible for coring/sleeving/penetrations		Bidder understands and includes complete scope of work
35	Material escalation included in bids		Bidder understands and includes complete scope of work
36	Multiple mobilizations, multiple crews		Bidder understands and includes complete scope of work
37	Temp Power/Facilities		Bidder understands and includes complete scope of work as described herein
38	MBE/WBE Goals-Provide % in Bid		Provide % in Bid
39	City of Worcester Workforce Goals of 38% Minority, 10% Women, and 25% Worcester Resident. Provide acknowledgement of meeting or exceeding goals at bid time.		Provide Acknowledgement of meeting or exceeding goals
40	<b>Meetings</b>		
41	Provide three week lookahead schedules		Bidder understands and includes complete scope of work
42	Kick-off meetings		Bidder understands and includes complete scope of work
43	Pre-Construction Meetings		Bidder understands and includes complete scope of work
44	Preinstallation Meeting		Bidder understands and includes complete scope of work
45	Daily Huddle with Foreman/CM		Bidder understands and includes complete scope of work
46	Weekly meetings - PM required		Bidder understands and includes complete scope of work
47	\$500 fine for missed meetings		Bidder understands and includes complete scope of work
48	<b>Safety</b>		
49	Reviewed/Comply with Site Safety Plan		Bidder understands and includes complete scope of work
50	Provide Site Specific Plan (2 copies)		Bidder understands and includes complete scope of work
51	SDS Sheets up to date (2 copies)		Bidder understands and includes complete scope of work
52	GFCI for all tools		Bidder understands and includes complete scope of work
53	Fall Protection by Subcontractors - harnesses etc.		Bidder understands and includes complete scope of work
54	6' fall protection rules		Bidder understands and includes complete scope of work
55	Non-compliance results in removal from project		Bidder understands and includes complete scope of work
56	No radios		Bidder understands and includes complete scope of work
57	<b>Payments &amp; Req's</b>		
58	Req on third Thursday of each month		Bidder understands and includes complete scope of work
59	Revised req within 3 days		Bidder understands and includes complete scope of work
60	Retainage 5%		Bidder understands and includes complete scope of work
61	Safety (Separate line item of req. valued to be agreed upon)		Bidder understands and includes complete scope of work
62	Clean up (Separate line item of req. Value to be agreed upon)		Bidder understands and includes complete scope of work
63	<b>Change Orders</b>		
64	15% markup		Bidder understands and includes complete scope of work
65	Breakdown per instructions		Bidder understands and includes complete scope of work
66	<b>Housekeeping</b>		
67	Subcontractor owns cleanup to dumpster provided by Fontaine-Dimeo		Bidder understands and includes complete scope of work
68	Housekeeping non-compliance per supplemental instructions		Bidder understands and includes complete scope of work
69	<b>Hoisting, Staging, Unloading</b>		
70	Subcontractor owns all hoisting, staging, equipment		Bidder understands and includes complete scope of work
71	Provide manpower for delivery, distribution etc.		Bidder understands and includes complete scope of work
72	<b>Logistics</b>		
73	Parking on site - 1 foreman. All other employees shall park off site and it is the responsibility this contractor to shuttle them to the site.		Bidder understands and includes complete scope of work
74	Laydown space on site is extremely limited. Materials may need to remain on trailers, off site, until area is ready for erection. Just in time deliveries will be required. All laydown must be coordinated with the CM. This contractor shall not block access around the building or impede work of other contractors. include off-site storage at secure facility. Stored materials will be allowed with proper backup per payment procedures.		Bidder understands and includes complete scope of work
75	<b>Closeout</b>		
76	Provide docs before April 20, 2021		Bidder understands and includes complete scope of work

77	Commissioning		Bidder understands and includes complete scope of work
78			
79	<b>3. Unit Prices</b>		
80			
81			
82			
83			
84			
85			
86	<b>4. MBE/WBE Participation</b>		
87	<b>Names/Trades:</b>	<b>Proposed value:</b>	
88			
89			
90			
91			
92	<b>5. Specific Scope Lead Time and Durations</b>		
93	<b>Note: At minimum, all durations and lead times must meet contract schedule included in specification section 00 73 00e.</b>		
94	Lead Time for Window Shop Drawings		Weeks
95	Lead time for Windows		Weeks
96	Lead Time for custom color samples		Weeks
97			
98			
99			
100	<b>6. Break Out Quantities</b>		
101	<b>Quantities are informational only and not an approval of scope. Actual quantities to be provided must meet the requirements of the contract and are the responsibility of the bidder.</b>		
102	Windows		
103	Curtainwalls		
104	Storefronts		
105	Total Manhours for on-site installation		
106	<b>7. Optional Deducts/ Value Engineering Items</b>		
107	<b>Proposed Deduct:</b>	<b>Proposed Value:</b>	
108			
109			
110			
111			
112	<b>8. CM Alternates</b>		
113			
114			
115			
116			
117	<b>9. Break Out Pricing</b>		
118	Windows		
119			
120			
121			
122			
123			
124	<b>10. BID PRICE FOR BASE BID SCOPE OF WORK</b>		
125	<b>BID PRICE:</b>	\$	
126			
127	<b>BOND:</b>	\$	
128			
129	<b>TOTAL:</b>	\$	
130			

\*\*\* I certify that I read, understood, and included all provisions in my base bid \*\*\*

I have reviewed and agree to complete the project scope as outlined above and in other project documents including but not limited to 8-6 - Glass and Glazing, Drawings, Specifications, Addendum, and Supplementary Instructions to Bidders for the contract sums agreed upon below and in accordance with the project schedule.

**Bid Submitted By:** \_\_\_\_\_

**Firm:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**\*\*\*NOTE\*\*\***

**ALL bids shall be valid for 90 days from date submitted.**

**ALL bidders shall attend a scope review at Fontaine-Dimeo office if requested.**

**ALL bidders shall include this scope sheet in any subcontract executed to perform this scope of work.**

This attachment "Exhibit B" for trade contractors or "Exhibit 1" for non-trade contractors must be returned along with bidder's subcontract prior to execution of a subcontract with Fontaine-Dimeo LLC. By returning this "Exhibit B" or "Exhibit 1" along with a signed subcontract bidder certifies that they have reviewed and agree to scope of work as defined herein and furthermore as defined in the complete plans, specifications, addendum and supplementary instructions to bidders. Failure or refusal to individually initial or sign any item of work or line herein does not relieve bidder from responsibility to complete that item of work as described and understood unless said exclusion/modification is additionally initialed by an officer of Fontaine-Dimeo LLC.

Scope: 9-1 - Tiling  
Bidder:  
CM: Fontaine-Dimeo  
OPM: AECOM/Tishman  
Architect: Lamoureux Pagano

Present at Scope Review:



Bid Date: \_\_\_\_\_

**Bidder Information**

Subcontractor Name: \_\_\_\_\_

Project Estimator: \_\_\_\_\_ Email: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Is your estimator able to make final decisions regarding pricing and scope? Yes \_\_\_\_\_ No \_\_\_\_\_

If not, who at your firm is able to make final decision regarding pricing and scope?

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**In addition to the scope of work listed below, contractor shall review all bid documents and include items customarily performed by subcontractor bidding on this scope of work, regardless of where work is shown/referenced.**

**Bids are to be based on the documents available on Fontaine-Dimeo’s project access site, including but not limited to:**

- Drawings and specifications as prepared by Lamoureux Pagano & Associates, titled Final Bid Package, dated 1/20/22
- All addendums issued through date of bid
- Project schedule as included in the contract documents
- General Conditions of this contract
- Supplementary Instructions to Bidders
- BIM Requirements for Subcontractors
- Insurance requirements for Subcontractors
- Site Specific Safety Plan
- Phasing & Logistics Plan
- LEED Building Requirements of the Contract
- Division 0 & 1 Requirements as applicable to each trade
- Mockup Requirements

**General Inclusions – All subcontractors by submitting a bid certify that they have included general requirements including but not limited to those listed below:**

- Complete layout and engineering
- Coordination with other trades
- Cleanup to a dumpster on site including hoisting – dumpster provided by CM
- Manpower to complete work within scheduled durations
- Lifts/hoisting/staging for their work
- Additional requirements as detailed in plans, specifications, project scope
- Full-time Foreman on site
- Full-time Project Manager
- Provide a Site Specific Safety Plan
- Provide PPE for their employees to safely complete their work including vests, glasses, hard hats, etc..
- Bonds and Insurance
- Operation and Maintenance Manuals
- As-Builts maintained throughout the course of the project and final submission in AutoCAD, pdf, and hard copy format
- Cooperate with owner/CM in all testing. Bidder shall not perform testing without prior consent/approval of CM
- Comply with all relevant prevailing wage/employment laws
- Submit monthly MB/WB participation reports
- Provide weekly report on W/B work force participation

Contractor shall acquire and pay all fees associated with permits required to complete the scope of work of this subcontract, except for the general building permit, which is provided by others. The contractor/erector shall obtain and keep up to date a Hot Works Permit with the City of Worcester Fire Department. Hot Work permits must be updated with the City every 30 days, before expiration date.

Subcontractors shall be responsible for work of the specification sections identified below in whole, unless it is specifically noted otherwise.

Bidder shall visit project site and review existing conditions.

Detailed Scope of Work			
Specification Sections			
		Initial	
1	All Division 0 & 1 Requirements		All subcontractors shall comply with the general conditions and procedures of the project.
2	00 73 00 - Supplementary Instructions to Bidders		Bidder understands and includes complete scope of work
3	09 00 03-Tile Trade Sub Bid		Bidder understands and includes complete scope of work
4	09 30 13-Ceramic Tiling		Bidder understands and includes complete scope of work
5	09 66 13-Portland Cement Terrazzo Flooring		Bidder understands and includes complete scope of work
6			
7	<b>1. Trade Specific Scope</b>		
8		Initial	
9	Level, patch, clean, detail, or otherwise prepare substrate as necessary to ensure proper installation and finish prior commencing installation including preparation of at control joints in slab.		Bidder understands and includes complete scope of work
10	Furnish and install protection and cleaning of finished floors. Damage incurred as a result of lack of protection will be the responsibility of flooring subcontractor. Remove protection at substantial completion or as directed by the CM.		Bidder understands and includes complete scope of work
11	Inspect substrates prior to the start of work in a timely fashion to allow for any corrective measures. Advise the CM of any unacceptable conditions prior to commencing work.		Bidder understands and includes complete scope of work
12	Perform moisture testing as required by the specifications and manufacturer's recommendations.		Bidder understands and includes complete scope of work
13	Submit full line of color samples for review and selection by the architect within 2 weeks of award.		Bidder understands and includes complete scope of work
14	Furnish and install all transition and termination strips. Furnish and install Aluminum and stainless steel profile/edge protection.		Bidder understands and includes complete scope of work
15	Provide shop drawings in electronic format via Procore. Clearly indicate areas where slab needs to be depressed and required slab depression.		Bidder understands and includes complete scope of work
16	Subcontractor responsible for ensuring a smooth and level transition between various flooring types through flash-patching, reducers, transition strips, and/or any other means necessary. Coordinate with other subcontractors to ensure a neat and flush interface.		Bidder understands and includes complete scope of work
17	Provide offsite storage for materials as necessary and directed by Fontaine-Dimeo.		Bidder understands and includes complete scope of work
18	Work will be performed out of sequence. Multiple mobilizations will be required.		Bidder understands and includes complete scope of work
19	Provide all required LEED submittals for review with initial product data submission.		Bidder understands and includes complete scope of work
20	Provide cutouts/ drill for penetrations through tile.		Bidder understands and includes complete scope of work
21	Provide all mockups noted in the specifications.		Bidder understands and includes complete scope of work
22	Furnish and install crack isolation membranes and waterproofing membranes.		Bidder understands and includes complete scope of work
23	Provide epoxy self-leveler under all resinous matrix terrazzo flooring installed on concrete slabs.		Bidder understands and includes complete scope of work

24	Provide all trim and accessories for a complete installation for all items installed by this Contractor.		Bidder understands and includes complete scope of work
25	Provide fans, dehumidification, and ventilation as may be required to aid in the drying related to this scope of work.		Bidder understands and includes complete scope of work
26	Install access doors, provided by others. Coordinate location with contractor providing the access doors.		Bidder understands and includes complete scope of work
27	One classroom will be designated as a mock up classroom. Material for this room shall be delivered and installed ahead of and out of sequence with the remainder of the building. No work shall commence on site until the mockup classroom is approved.		Bidder understands and includes complete scope of work
28	Prepare walls and floors to receive all tile to meet tile requirements.		Bidder understands and includes complete scope of work
29			
30	<b>2. General Scope Items</b>		
31		<b>Initial</b>	
32	<b>General</b>		
33	Electronic Documents, Submittals, Etc.		Bidder understands and includes complete scope of work
34	Provide PP&E, drinking water		Bidder understands and includes complete scope of work
35	Normal Work Hours 7:00 am - 3:30 pm Monday - Friday		Bidder understands and includes complete scope of work
36	Warranties commence upon substantial completion		Bidder understands and includes complete scope of work
37	Provide construction daily reports		Bidder understands and includes complete scope of work
38	CM right to assemble personnel		Bidder understands and includes complete scope of work
39	Sub responsible for coring/sleeving/penetrations		Bidder understands and includes complete scope of work
40	Material escalation included in bids		Bidder understands and includes complete scope of work
41	Multiple mobilizations, multiple crews		Bidder understands and includes complete scope of work
42	Temp Power/Facilities		Bidder understands and includes complete scope of work as described herein
43	MBE/WBE Goals-Provide % in Bid		Provide % in Bid
44	City of Worcester Workforce Goals of 38% Minority, 10% Women, and 25% Worcester Resident. Provide acknowledgement of meeting or exceeding goals at bid time.		Provide Acknowledgement of meeting or exceeding goals
45	<b>Meetings</b>		
46	Provide three week lookahead schedules		Bidder understands and includes complete scope of work
47	Kick-off meetings		Bidder understands and includes complete scope of work
48	Pre-Construction Meetings		Bidder understands and includes complete scope of work
49	Daily Huddle with Foreman/CM		
50	Weekly meetings - PM required		Bidder understands and includes complete scope of work
51	\$500 fine for missed meetings		Bidder understands and includes complete scope of work
52	<b>Safety</b>		
53	Reviewed/Comply with Site Safety Plan		Bidder understands and includes complete scope of work
54	Provide Site Specific Plan (2 copies)		Bidder understands and includes complete scope of work
55	SDS Sheets up to date (2 copies)		Bidder understands and includes complete scope of work
56	GFCI for all tools		Bidder understands and includes complete scope of work
57	Fall Protection by Subcontractors - harnesses etc.		Bidder understands and includes complete scope of work
58	6' fall protection rules		Bidder understands and includes complete scope of work
59	Non-compliance results in removal from project		Bidder understands and includes complete scope of work
60	No radios		Bidder understands and includes complete scope of work
61	<b>Payments &amp; Req's</b>		
62	Req on third Thursday of each month		Bidder understands and includes complete scope of work
63	Revised req within 3 days		Bidder understands and includes complete scope of work
64	Retainage 5%		
65	Safety (Separate line item of req. valued to be agreed upon)		Bidder understands and includes complete scope of work
66	Clean up (Separate line item of req. Value to be agreed upon)		Bidder understands and includes complete scope of work
67	<b>Change Orders</b>		
68	15% markup		Bidder understands and includes complete scope of work
69	Breakdown per instructions		Bidder understands and includes complete scope of work
70	<b>Housekeeping</b>		
71	Subcontractor owns cleanup to dumpster provided by Fontaine-Dimeo		Bidder understands and includes complete scope of work
72	Housekeeping non-compliance per supplemental instructions		Bidder understands and includes complete scope of work
73	<b>Hoisting, Staging, Unloading</b>		
74	Subcontractor owns all hoisting, staging, equipment		Bidder understands and includes complete scope of work
75	Provide manpower for delivery, distribution etc.		Bidder understands and includes complete scope of work

76	<b>Logistics</b>		
77	Parking on site - 1 foreman. All other employees shall park off site and it is the responsibility this contractor to shuttle them to the site.		Bidder understands and includes complete scope of work
78	Laydown space on site is extremely limited. Materials may need to remain on trailers, off site, until area is ready for erection. Just in time deliveries will be required. All laydown must be coordinated with the CM. This contractor shall not block access around the building or impede work of other contractors. include off-site storage at secure facility. Stored materials will be allowed with proper backup per payment procedures.		Bidder understands and includes complete scope of work
79	<b>Closeout</b>		
80	Provide docs before April 1, 2022		Bidder understands and includes complete scope of work
81	Commissioning		Bidder understands and includes complete scope of work
82			
83	<b>3. Unit Prices</b>		
84			
85			
86			
87			
88			
89			
90	<b>4. MBE/WBE Participation</b>		
91	<b>Names/Trades:</b>	<b>Proposed value:</b>	
92			
93			
94			
95			
96	<b>5. Specific Scope Lead Time and Durations</b>		
97	<b>Note: At minimum, all durations and lead times must meet contract schedule included in specification section 00 73 00e.</b>		
98	Lead Time for Shop Drawings		Weeks
99	Lead time for terrazzo tile		Weeks
100	Lead time for porcelain tile		Weeks
101	Anticipated Install Duration for terrazzo tile		Weeks
102			
103	<b>6. Break Out Quantities</b>		
104	<b>Quantities are informational only and not an approval of scope. Actual quantities to be provided must meet the requirements of the contract and are the responsibility of the bidder.</b>		
105	<b>Total Manhours for On Site Work</b>		
106			
107			
108	<b>7. Optional Deducts/ Value Engineering Items</b>		
109	<b>Proposed Deduct:</b>	<b>Proposed Value:</b>	
110			
111			
112			
113			
114	<b>8. CM Alternates</b>		
115			
116			
117			
118			
119	<b>9. Break Out Pricing</b>		
120			
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127			
128	<b>10. BID PRICE FOR BASE BID SCOPE OF WORK</b>		
129	<b>BID PRICE:</b>	<b>\$</b>	
130			

131	<b>BOND:</b>	\$
132		
133	<b>TOTAL:</b>	\$
134		

\*\*\* I certify that I read, understood, and included all provisions in my base bid \*\*\*

I have reviewed and agree to complete the project scope as outlined above and in other project documents including but not limited to 9-1-Tiling, Drawings, Specifications, Addendum, and Supplementary Instructions to Bidders for the contract sums agreed upon below and in accordance with the project schedule.

**Bid Submitted By:** \_\_\_\_\_

**Firm:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**\*\*\*NOTE\*\*\***

**ALL bids shall be valid for 90 days from date submitted.**

**ALL bidders shall attend a scope review at Fontaine-Dimeo's office if requested.  
ALL bidders shall include this scope sheet in any subcontract executed to perform this scope of work.**

This attachment "Exhibit B" for trade contractors or "Exhibit 1" for non-trade contractors must be returned along with bidder's subcontract prior to execution of a subcontract with Fontaine-Dimeo LLC. By returning this "Exhibit B" or "Exhibit 1" along with a signed subcontract bidder certifies that they have reviewed and agree to scope of work as defined herein and furthermore as defined in the complete plans, specifications, addendum and supplementary instructions to bidders. Failure or refusal to individually initial or sign any item of work or line herein does not relieve bidder from responsibility to complete that item of work as described and understood unless said exclusion/modification is additionally initialed by an officer of Fontaine-Dimeo LLC.

Scope: 9-2-Acoustical Ceilings  
Bidder:  
CM: Fontaine-Dimeo  
OPM: AECOM/Tishman  
Architect: Lamoureux Pagano

Present at Scope Review:



Bid Date: \_\_\_\_\_

**Bidder Information**

Subcontractor Name: \_\_\_\_\_

Project Estimator: \_\_\_\_\_ Email: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Is your estimator able to make final decisions regarding pricing and scope? Yes \_\_\_\_\_ No \_\_\_\_\_

If not, who at your firm is able to make final decision regarding pricing and scope?

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**In addition to the scope of work listed below, contractor shall review all bid documents and include items customarily performed by subcontractor bidding on this scope of work, regardless of where work is shown/referenced.**

**Bids are to be based on the documents available on Fontaine-Dimeo's project access site, including but not limited to:**

- Drawings and specifications as prepared by Lamoureux Pagano & Associates, titled Final Bid Package, dated 1/20/22
- All addendums issued through date of bid
- Project schedule as included in the contract documents
- General Conditions of this contract
- Supplementary Instructions to Bidders
- BIM Requirements for Subcontractors
- Insurance requirements for Subcontractors
- Site Specific Safety Plan
- Phasing & Logistics Plan
- LEED Building Requirements of the Contract
- Division 0 & 1 Requirements as applicable to each trade
- Mockup Requirements

**General Inclusions – All subcontractors by submitting a bid certify that they have included general requirements including but not limited to those listed below:**

- Complete layout and engineering
- Coordination with other trades
- Cleanup to a dumpster on site including hoisting – dumpster provided by CM
- Manpower to complete work within scheduled durations
- Lifts/hoisting/staging for their work
- Additional requirements as detailed in plans, specifications, project scope
- Full-time Foreman on site
- Full-time Project Manager
- Provide a Site Specific Safety Plan
- Provide PPE for their employees to safely complete their work including vests, glasses, hard hats, etc..
- Bonds and Insurance
- Operation and Maintenance Manuals
- As-Builts maintained throughout the course of the project and final submission in AutoCAD, pdf, and hard copy format
- Cooperate with owner/CM in all testing. Bidder shall not perform testing without prior consent/approval of CM
- Comply with all relevant prevailing wage/employment laws
- Submit monthly MB/WB participation reports
- Provide weekly report on W/B work force participation

**Contractor shall acquire and pay all fees associated with permits required to complete the scope of work of this subcontract, except for the general building permit, which is provided by others. The contractor/erector shall obtain and keep up to date a Hot Works Permit with the City of Worcester Fire Department. Hot Work permits must be updated with the City every 30 days, before expiration date.**

**Subcontractors shall be responsible for work of the specification sections identified below in whole, unless it is specifically noted otherwise.**

**Bidder shall visit project site and review existing conditions.**

Detailed Scope of Work			
Specification Sections			
		Initial	
1	All Division 0 & 1 Requirements		All subcontractors shall comply with the general conditions and procedures of the project.
2	00 73 00 - Supplementary Instructions to Bidders		Bidder understands and includes complete scope of work
3	09 00 05-Acoustical Ceilings Trade Sub Bid		Bidder understands and includes complete scope of work
4	09 51 00-Acoustical Ceilings		Bidder understands and includes complete scope of work
5			
6	<b>1. Trade Specific Scope</b>		
7	<b>Initial</b>		
8	Furnish and install all materials of these sections at area indicated on contract documents. Include all patterns indicated in finish schedule/ drawings.		Bidder understands and includes complete scope of work
9	Subcontractor responsible for furnishing, delivering, unloading, dispersing, protecting, and installing all components of systems within scope of work.		Bidder understands and includes complete scope of work
10	Furnish and install ceiling grid system prior to installation of tile. Include multiple mobilizations to complete grid, cuts, device installation, and full tiles.		Bidder understands and includes complete scope of work
11	Provide multiple crews to complete installation of grid and tiles in several areas of the building simultaneously. Sequence of work will not necessarily be contiguous and compliance with project schedule will require multiple mobilizations and overtime.		Bidder understands and includes complete scope of work
12	Furnish and install seismic bracing as required to meet or exceed specifications and code.		Bidder understands and includes complete scope of work
13	Furnish and install blocking as required to support cubicle curtains.		Bidder understands and includes complete scope of work
14	Provide touchup paint at cut ceiling tile edges exposed to view.		Bidder understands and includes complete scope of work
15	Adhere molding to the wall with sealant and provide caulk between ceiling grid and walls per specifications.		Bidder understands and includes complete scope of work
16	Subcontractor to frame to and provide cutouts in the ceiling for other trades including lighting fixtures, mechanical equipment, projection screens, access panels, expansion joints, and more.		Bidder understands and includes complete scope of work
17	In some rooms, areas of ceiling grid or ceiling tile will be left out with rooms partially installed at the CM's discretion to facilitate the work of other trades and/or to expedite schedule in select areas. This contractor will return to rooms at the direction of the CM to complete grid and tile.		Bidder understands and includes complete scope of work
18	Include an allowance of 240 hours of punch list work complete for areas not damaged by ACT contractor including replacement of tiles around devices, cuts, etc. Cary, in addition to labor, 80 boxes of various types of ACT to be used in completion of punch list for work not damaged by ACT contractor. Include 1 box of mains and 6 boxes of assorted T's and accessories for work not part of base bid package and work not damaged by ACT contractor. Any ACT material designated for punch list but not used shall be turned over to the owner as additional attic stock.		Bidder understands and includes complete scope of work

19	Install specified edge molding wherever ceilings intersect a wall or partition surface and around all items with any dimension of 4" or more which penetrate the ceilings, including circular penetrations.		Bidder understands and includes complete scope of work
20	Provide all trim and accessories for a complete installation for all items installed by this Contractor.		Bidder understands and includes complete scope of work
21	After completion of work, clean or repair all existing surfaces which are soiled or damaged from work in this section. Clean surfaces of panels and grids free from dirt and handling marks. Wherever surfaces cannot be cleaned, or have defects, remove and replace with new components		Bidder understands and includes complete scope of work
22	Coordinate ceiling transitions with shade, drywall, and MEP contractors.		Bidder understands and includes complete scope of work
23	One classroom will be designated as a mock up classroom. Material for this room shall be delivered and installed ahead of and out of sequence with the remainder of the building. No work shall commence on site until the mockup classroom is approved.		Bidder understands and includes complete scope of work
24	Participate in BIM coordination meetings and review all coordinated drawings for ceiling elevation and device layout. Coordinate ceiling clouds in cafeteria, media center, and auditorium with MEP systems.		Bidder understands and includes complete scope of work
25			
26	<b>2. General Scope Items</b>		
27		<b>Initial</b>	
28	<b>General</b>		
29	Electronic Documents, Submittals, Etc.		Bidder understands and includes complete scope of work
30	Provide PP&E, drinking water		Bidder understands and includes complete scope of work
31	Normal Work Hours 7:00 am - 3:30 pm Monday - Friday		Bidder understands and includes complete scope of work
32	Warranties commence upon substantial completion		Bidder understands and includes complete scope of work
33	Provide construction daily reports		Bidder understands and includes complete scope of work
34	CM right to assemble personnel		Bidder understands and includes complete scope of work
35	Sub responsible for coring/sleeving/penetrations		Bidder understands and includes complete scope of work
36	Material escalation included in bids		Bidder understands and includes complete scope of work
37	Multiple mobilizations, multiple crews		Bidder understands and includes complete scope of work
38	Temp Power/Facilities		Bidder understands and includes complete scope of work as described herein
39	MBE/WBE Goals-Provide % in Bid		Provide % in Bid
40	City of Worcester Workforce Goals of 38% Minority, 10% Women, and 25% Worcester Resident. Provide acknowledgement of meeting or exceeding goals at bid time.		Provide Acknowledgement of meeting or exceeding goals
41	<b>Meetings</b>		
42	Provide three week lookahead schedules		Bidder understands and includes complete scope of work
43	Kick-off meetings		Bidder understands and includes complete scope of work
44	Pre-Construction Meetings		Bidder understands and includes complete scope of work
45	Daily Huddle with Foreman/CM		
46	Weekly meetings - PM required		Bidder understands and includes complete scope of work
47	\$500 fine for missed meetings		Bidder understands and includes complete scope of work
48	<b>Safety</b>		
49	Reviewed/Comply with Site Safety Plan		Bidder understands and includes complete scope of work
50	Provide Site Specific Plan (2 copies)		Bidder understands and includes complete scope of work
51	SDS Sheets up to date (2 copies)		Bidder understands and includes complete scope of work
52	GFCI for all tools		Bidder understands and includes complete scope of work
53	Fall Protection by Subcontractors - harnesses etc.		Bidder understands and includes complete scope of work
54	6' fall protection rules		Bidder understands and includes complete scope of work
55	Non-compliance results in removal from project		Bidder understands and includes complete scope of work
56	No radios		Bidder understands and includes complete scope of work
57	<b>Payments &amp; Req's</b>		
58	Req on third Thursday of each month		Bidder understands and includes complete scope of work
59	Revised req within 3 days		Bidder understands and includes complete scope of work
60	Retainage 5%		Bidder understands and includes complete scope of work
61	Safety (Separate line item of req. valued to be agreed upon)		Bidder understands and includes complete scope of work
62	Clean up (Separate line item of req. Value to be agreed upon)		Bidder understands and includes complete scope of work

63	<b>Change Orders</b>		
64	15% markup		Bidder understands and includes complete scope of work
65	Breakdown per instructions		Bidder understands and includes complete scope of work
66	<b>Housekeeping</b>		
67	Subcontractor owns cleanup to dumpster provided by Fontaine-Dimeo		Bidder understands and includes complete scope of work
68	Housekeeping non-compliance per supplemental instructions		Bidder understands and includes complete scope of work
69	<b>Hoisting, Staging, Unloading</b>		
70	Subcontractor owns all hoisting, staging, equipment		Bidder understands and includes complete scope of work
71	Provide manpower for delivery, distribution etc.		Bidder understands and includes complete scope of work
72	<b>Logistics</b>		
73	Parking on site - 1 foreman. All other employees shall park off site and it is the responsibility this contractor to shuttle them to the site.		Bidder understands and includes complete scope of work
74	Laydown space on site is extremely limited. Materials may need to remain on trailers, off site, until area is ready for erection. Just in time deliveries will be required. All laydown must be coordinated with the CM. This contractor shall not block access around the building or impede work of other contractors. include off-site storage at secure facility. Stored materials will be allowed with proper backup per payment procedures.		Bidder understands and includes complete scope of work
75	<b>Closeout</b>		
76	Provide docs before April 1, 2022		Bidder understands and includes complete scope of work
77	Commissioning		Bidder understands and includes complete scope of work
78			
79	<b>3. Unit Prices</b>		
80	ACT-1		per tile - installed
81	ACT-2		per tile - installed
82	ACT-3		per tile - installed
83	ACT-4		per tile - installed
84	ACT-6		per tile - installed
85	ACT-7		per tile - installed
86	ACT-8		per tile - installed
87	ACT-9		per tile - installed
88	ACT-10		per tile - installed
89	ACT-11		per tile - installed
90	ACT-12		per tile - installed
91	ACT-12A		per tile - installed
92	ACT-13		per tile - installed
93	ACT-14		per tile - installed
94			
95	<b>4. MBE/WBE Participation</b>		
96	<b>Names/Trades:</b>	<b>Proposed value:</b>	
97			
98			
99			
100			
101	<b>5. Specific Scope Lead Time and Durations</b>		
102	<b>Note: At minimum, all durations and lead times must meet contract schedule included in specification section 00 73 00e.</b>		
103	Lead Time for Shop Drawings		Weeks
104	Lead time for materials (broken out by each type)		Weeks
105			Weeks
106			Weeks
107			Weeks
108			
109	<b>6. Break Out Quantities</b>		
110	<b>Quantities are informational only and not an approval of scope. Actual quantities to be provided must meet the requirements of the contract and are the responsibility of the bidder.</b>		
111	<b>Total Manhours for Work On Site</b>		
112			
113			
114			
115			
116			
117			

118		
119	<b>7. Optional Deducts/ Value Engineering Items</b>	
120	<b>Proposed Deduct:</b>	<b>Proposed Value:</b>
121		
122		
123		
124		
125	<b>8. CM Alternates</b>	
126		
127		
128		
129		
130	<b>9. Break Out Pricing</b>	
93		
94		
95		
96	<b>10. BID PRICE FOR BASE BID SCOPE OF WORK</b>	
97	<b>BID PRICE:</b>	\$
98		
99	<b>BOND:</b>	\$
100		
101	<b>TOTAL:</b>	\$
102		

\*\*\* I certify that I read, understood, and included all provisions in my base bid \*\*\*

I have reviewed and agree to complete the project scope as outlined above and in other project documents including but not limited to 9-2-Acoustical Ceilings, Drawings, Specifications, Addendum, and Supplementary Instructions to Bidders for the contract sums agreed upon below and in accordance with the project schedule.

**Bid Submitted By:** \_\_\_\_\_

**Firm:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**\*\*\*NOTE\*\*\***

**ALL bids shall be valid for 90 days from date submitted.**

**ALL bidders shall attend a scope review at Fontaine-Dimeo's office if requested.**

**ALL bidders shall include this scope sheet in any subcontract executed to perform this scope of work.**

This attachment "Exhibit B" for trade contractors or "Exhibit 1" for non-trade contractors must be returned along with bidder's subcontract prior to execution of a subcontract with Fontaine-Dimeo LLC. By returning this "Exhibit B" or "Exhibit 1" along with a signed subcontract bidder certifies that they have reviewed and agree to scope of work as defined herein and furthermore as defined in the complete plans, specifications, addendum and supplementary instructions to bidders. Failure or refusal to individually initial or sign any item of work or line herein does not relieve bidder from responsibility to complete that item of work as described and understood unless said exclusion/modification is additionally initialed by an officer of Fontaine-Dimeo LLC.

Scope: 9-3-Resilient Flooring  
Bidder:  
CM: Fontaine-Dimeo  
OPM: AECOM/Tishman  
Architect: Lamoureux Pagano

Present at Scope Review:



Bid Date: \_\_\_\_\_

**Bidder Information**

Subcontractor Name: \_\_\_\_\_

Project Estimator: \_\_\_\_\_ Email: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Is your estimator able to make final decisions regarding pricing and scope? Yes \_\_\_\_\_ No \_\_\_\_\_

If not, who at your firm is able to make final decision regarding pricing and scope?

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**In addition to the scope of work listed below, contractor shall review all bid documents and include items customarily performed by subcontractor bidding on this scope of work, regardless of where work is shown/referenced.**

**Bids are to be based on the documents available on Fontaine-Dimeo’s project access site, including but not limited to:**

- Drawings and specifications as prepared by Lamoureux Pagano & Associates, titled Final Bid Package, dated 1/20/22
- All addendums issued through date of bid
- Project schedule as included in the contract documents
- General Conditions of this contract
- Supplementary Instructions to Bidders
- BIM Requirements for Subcontractors
- Insurance requirements for Subcontractors
- Site Specific Safety Plan
- Phasing & Logistics Plan
- LEED Building Requirements of the Contract
- Division 0 & 1 Requirements as applicable to each trade
- Mockup Requirements

**General Inclusions – All subcontractors by submitting a bid certify that they have included general requirements including but not limited to those listed below:**

- Complete layout and engineering
- Coordination with other trades
- Cleanup to a dumpster on site including hoisting – dumpster provided by CM
- Manpower to complete work within scheduled durations
- Lifts/hoisting/staging for their work
- Additional requirements as detailed in plans, specifications, project scope
- Full-time Foreman on site
- Full-time Project Manager
- Provide a Site Specific Safety Plan
- Provide PPE for their employees to safely complete their work including vests, glasses, hard hats, etc..
- Bonds and Insurance
- Operation and Maintenance Manuals
- As-Builts maintained throughout the course of the project and final submission in AutoCAD, pdf, and hard copy format
- Cooperate with owner/CM in all testing. Bidder shall not perform testing without prior consent/approval of CM
- Comply with all relevant prevailing wage/employment laws
- Submit monthly MB/WB participation reports
- Provide weekly report on W/B work force participation

Contractor shall acquire and pay all fees associated with permits required to complete the scope of work of this subcontract, except for the general building permit, which is provided by others. The contractor/erector shall obtain and keep up to date a Hot Works Permit with the City of Worcester Fire Department. Hot Work permits must be updated with the City every 30 days, before expiration date.

Subcontractors shall be responsible for work of the specification sections identified below in whole, unless it is specifically noted otherwise.

Bidder shall visit project site and review existing conditions.

Detailed Scope of Work			
Specification Sections			
		Initial	
1	All Division 0 & 1 Requirements		All subcontractors shall comply with the general conditions and procedures of the project.
2	00 73 00 - Supplementary Instructions to Bidders		Bidder understands and includes complete scope of work
3	09 00 06-Resilient Flooring Trade Sub Bid		Bidder understands and includes complete scope of work
4	09 65 13-Resilient Base & Accessories		Bidder understands and includes complete scope of work
5	09 65 43-Linoleum Flooring		Bidder understands and includes complete scope of work
6	09 05 60-Common Work Results for Flooring		Bidder understands and includes complete scope of work
7	09 05 63- Moisture Vapor Emission Control		Bidder understands and includes complete scope of work
8			
9			
10			
11	<b>1. Trade Specific Scope</b>		
12		Initial	
13	Furnish and install all resilient flooring and rubber flooring. Include all floor patterns indicated in finish schedule/ drawings. In the event of a conflict between drawings and finish schedule, include the more expensive pattern/ material. Final color and pattern drawings will be issued as an ASI once all color samples are received from all finish contractors.		Bidder understands and includes complete scope of work
14	Furnish and install all resilient base and accessories. A transition strip or reducer shall be provided at all dissimilar flooring types where no thresholds occur.		Bidder understands and includes complete scope of work
15	Level, patch, clean, detail, or otherwise prepare substrate as necessary to ensure proper adhesion and finish prior commencing installation.		Bidder understands and includes complete scope of work
16	Provide protection and cleaning of finished floors. Damage incurred as a result of lack of protection will be the responsibility of flooring subcontractor. Remove protection at substantial completion or as directed by the CM.		Bidder understands and includes complete scope of work
17	Provide all moisture and alkaline testing as required to maintain manufacturer's warranty.		Bidder understands and includes complete scope of work
18	Extend resilient flooring to wall lines beneath all moveable equipment and moveable casework.		Bidder understands and includes complete scope of work
19	Inspect substrates prior to the start of work in a timely fashion to allow for any corrective measures. Advise the CM of any unacceptable conditions prior to commencing work.		Bidder understands and includes complete scope of work
20	Provide smooth and level transitions between various flooring types using either flash-patching, transition/ reducer strips or any other means necessary. All transitions shall be ADA compliant.		Bidder understands and includes complete scope of work
21	All electrical, mechanical and IT rooms will be completed out of sequence as soon as the area is weather tight. Flooring shall be installed as soon as possible to support installation of equipment. If flooring is not completed prior to install of equipment, flooring shall be cut around all installed equipment.		Bidder understands and includes complete scope of work

22	One classroom will be designated as a mock up classroom. Material for this room shall be delivered and installed ahead of and out of sequence with the remainder of the building. No work shall commence on site until the mockup classroom is approved.		Bidder understands and includes complete scope of work
23	Submit full line of color samples for review and selection by the architect within 2 weeks of award.		Bidder understands and includes complete scope of work
24	Provide dust free buffers with vacuum attachments.		Bidder understands and includes complete scope of work
25	Provide resilient base at all resilient flooring and carpeting including resilient athletic flooring		Bidder understands and includes complete scope of work
26	Prepare concrete floor at control joints including any transition material.		Bidder understands and includes complete scope of work
27			
28			
29	<b>2. General Scope Items</b>		
30		<b>Initial</b>	
31	<b>General</b>		
32	Electronic Documents, Submittals, Etc.		Bidder understands and includes complete scope of work
33	Provide PP&E, drinking water		Bidder understands and includes complete scope of work
34	Normal Work Hours 7:00 am - 3:30 pm Monday - Friday		Bidder understands and includes complete scope of work
35	Warranties commence upon substantial completion		Bidder understands and includes complete scope of work
36	Provide construction daily reports		Bidder understands and includes complete scope of work
37	CM right to assemble personnel		Bidder understands and includes complete scope of work
38	Sub responsible for coring/sleeving/penetrations		Bidder understands and includes complete scope of work
39	Material escalation included in bids		Bidder understands and includes complete scope of work
40	Multiple mobilizations, multiple crews		Bidder understands and includes complete scope of work
41	MBE/WBE Goals-Provide % in Bid		Provide % in Bid
42	City of Worcester Workforce Goals of 38% Minority, 10% Women, and 25% Worcester Resident. Provide acknowledgement of meeting or exceeding goals at bid time.		Provide Acknowledgement of meeting or exceeding goals
43	<b>Meetings</b>		
44	Provide three week lookahead schedules		Bidder understands and includes complete scope of work
45	Kick-off meetings		Bidder understands and includes complete scope of work
46	Pre-Construction Meetings		Bidder understands and includes complete scope of work
47	Daily Huddle with Foreman/CM		
48	Weekly meetings - PM required		Bidder understands and includes complete scope of work
49	\$500 fine for missed meetings		Bidder understands and includes complete scope of work
50	<b>Safety</b>		
51	Reviewed/Comply with Site Safety Plan		Bidder understands and includes complete scope of work
52	Provide Site Specific Plan (2 copies)		Bidder understands and includes complete scope of work
53	SDS Sheets up to date (2 copies)		Bidder understands and includes complete scope of work
54	GFCI for all tools		Bidder understands and includes complete scope of work
55	Fall Protection by Subcontractors - harnesses etc.		Bidder understands and includes complete scope of work
56	6' fall protection rules		Bidder understands and includes complete scope of work
57	Non-compliance results in removal from project		Bidder understands and includes complete scope of work
58	No radios		Bidder understands and includes complete scope of work
59	<b>Payments &amp; Req's</b>		
60	Req on third Thursday of each month		Bidder understands and includes complete scope of work
61	Revised req within 3 days		Bidder understands and includes complete scope of work
62	Retainage 5%		
63	Safety (Separate line item of req. valued to be agreed upon)		Bidder understands and includes complete scope of work
64	Clean up (Separate line item of req. Value to be agreed upon)		Bidder understands and includes complete scope of work
65	<b>Change Orders</b>		
66	15% markup		Bidder understands and includes complete scope of work
67	Breakdown per instructions		Bidder understands and includes complete scope of work
68	<b>Housekeeping</b>		

69	Subcontractor owns cleanup to dumpster provided by Fontaine-Dimeo		Bidder understands and includes complete scope of work
70	Housekeeping non-compliance per supplemental instructions		Bidder understands and includes complete scope of work
71	<b>Hoisting, Staging, Unloading</b>		
72	Subcontractor owns all hoisting, staging, equipment		Bidder understands and includes complete scope of work
73	Provide manpower for delivery, distribution etc.		Bidder understands and includes complete scope of work
74	<b>Logistics</b>		
75	Parking on site - 1 foreman. All other employees shall park off site and it is the responsibility this contractor to shuttle them to the site.		Bidder understands and includes complete scope of work
76	Laydown space on site is extremely limited. Materials may need to remain on trailers, off site, until area is ready for erection. Just in time deliveries will be required. All laydown must be coordinated with the CM. This contractor shall not block access around the building or impede work of other contractors. include off-site storage at secure facility. Stored materials will be allowed with proper backup per payment procedures.		Bidder understands and includes complete scope of work
77	<b>Closeout</b>		
78	Provide docs before April 1, 2022		Bidder understands and includes complete scope of work
79	Commissioning		Bidder understands and includes complete scope of work
80			
81	<b>3. Unit Prices</b>		
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88	<b>4. MBE/WBE Participation</b>		
89	<b>Names/Trades:</b>	<b>Proposed value:</b>	
90			
91			
92			
93			
94	<b>5. Specific Scope Lead Time and Durations</b>		
95	<b>Note: At minimum, all durations and lead times must meet contract schedule included in specification section 00 73 00e.</b>		
96	Lead Time for Shop Drawings		Weeks
97	Anticipated install duration per classroom wing/floor		Weeks
98	Anticipated install duration For Areas D & E		Weeks
99			Weeks
100			Weeks
101			
102	<b>6. Break Out Quantities</b>		
103	<b>Quantities are informational only and not an approval of scope. Actual quantities to be provided must meet the requirements of the contract and are the responsibility of the bidder.</b>		
104	<b>Total Manhours for Work On Site</b>		
105			
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110	<b>7. Optional Deducts/ Value Engineering Items</b>		
111	<b>Proposed Deduct:</b>	<b>Proposed Value:</b>	
112			
113			
114			
115			
116	<b>8. CM Alternates</b>		
117			
118			
119			
120			
121	<b>9. Break Out Pricing</b>		
122			
123			

124		
125		
126		
127	<b>10. BID PRICE FOR BASE BID SCOPE OF WORK</b>	
128	<b>BID PRICE:</b>	\$
129		
130	<b>BOND:</b>	\$
131		
132	<b>TOTAL:</b>	\$
133		

\*\*\* I certify that I read, understood, and included all provisions in my base bid \*\*\*

I have reviewed and agree to complete the project scope as outlined above and in other project documents including but not limited to 9-3-Resilient Flooring, Drawings, Specifications, Addendum, and Supplementary Instructions to Bidders for the contract sums agreed upon below and in accordance with the project schedule.

**Bid Submitted By:** \_\_\_\_\_

**Firm:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**\*\*\*NOTE\*\*\***

**ALL bids shall be valid for 90 days from date submitted.**

**ALL bidders shall attend a scope review at Fontaine-Dimeo's office if requested.  
 ALL bidders shall include this scope sheet in any subcontract executed to perform this scope of work.**

This attachment "Exhibit B" for trade contractors or "Exhibit 1" for non-trade contractors must be returned along with bidder's subcontract prior to execution of a subcontract with Fontaine-Dimeo LLC. By returning this "Exhibit B" or "Exhibit 1" along with a signed subcontract bidder certifies that they have reviewed and agree to scope of work as defined herein and furthermore as defined in the complete plans, specifications, addendum and supplementary instructions to bidders. Failure or refusal to individually initial or sign any item of work or line herein does not relieve bidder from responsibility to complete that item of work as described and understood unless said exclusion/modification is additionally initialed by an officer of Fontaine-Dimeo LLC.

Scope: 9-4-Painting  
Bidder:  
CM: Fontaine-Dimeo  
OPM: AECOM/Tishman  
Architect: Lamoureux Pagano

Present at Scope Review:



Bid Date: \_\_\_\_\_

**Bidder Information**

Subcontractor Name: \_\_\_\_\_

Project Estimator: \_\_\_\_\_ Email: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Is your estimator able to make final decisions regarding pricing and scope? Yes \_\_\_\_\_ No \_\_\_\_\_

If not, who at your firm is able to make final decision regarding pricing and scope?

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**In addition to the scope of work listed below, contractor shall review all bid documents and include items customarily performed by subcontractor bidding on this scope of work, regardless of where work is shown/referenced.**

**Bids are to be based on the documents available on Fontaine-Dimeo’s project access site, including but not limited to:**

- Drawings and specifications as prepared by Lamoureux Pagano & Associates, titled Final Bid Package, dated 1/20/22
- All addendums issued through date of bid
- Project schedule as included in the contract documents
- General Conditions of this contract
- Supplementary Instructions to Bidders
- BIM Requirements for Subcontractors
- Insurance requirements for Subcontractors
- Site Specific Safety Plan
- Phasing & Logistics Plan
- LEED Building Requirements of the Contract
- Division 0 & 1 Requirements as applicable to each trade
- Mockup Requirements

**General Inclusions – All subcontractors by submitting a bid certify that they have included general requirements including but not limited to those listed below:**

- Complete layout and engineering
- Coordination with other trades
- Cleanup to a dumpster on site including hoisting – dumpster provided by CM
- Manpower to complete work within scheduled durations
- Lifts/hoisting/staging for their work
- Additional requirements as detailed in plans, specifications, project scope
- Full-time Foreman on site
- Full-time Project Manager
- Provide a Site Specific Safety Plan
- Provide PPE for their employees to safely complete their work including vests, glasses, hard hats, etc..
- Bonds and Insurance
- Operation and Maintenance Manuals
- As-Builts maintained throughout the course of the project and final submission in AutoCAD, pdf, and hard copy format
- Cooperate with owner/CM in all testing. Bidder shall not perform testing without prior consent/approval of CM
- Comply with all relevant prevailing wage/employment laws
- Submit monthly MB/WB participation reports
- Provide weekly report on W/B work force participation

Contractor shall acquire and pay all fees associated with permits required to complete the scope of work of this subcontract, except for the general building permit, which is provided by others. The contractor/erector shall obtain and keep up to date a Hot Works Permit with the City of Worcester Fire Department. Hot Work permits must be updated with the City every 30 days, before expiration date.

Subcontractors shall be responsible for work of the specification sections identified below in whole, unless it is specifically noted otherwise.

Bidder shall visit project site and review existing conditions.

Detailed Scope of Work			
Specification Sections			
		Initial	
1	All Division 0 & 1 Requirements		All subcontractors shall comply with the general conditions and procedures of the project.
2	00 73 00 - Supplementary Instructions to Bidders		Bidder understands and includes complete scope of work
3	09 00 09 - Painting Trade Sub Bid		Bidder understands and includes complete scope of work
4	09 91 00 - Painting		Bidder understands and includes complete scope of work
5	09 91 13 - Exterior Painting Schedule		Bidder understands and includes complete scope of work
6	09 91 23 - Interior Painting Schedule		Bidder understands and includes complete scope of work
7			
8			
9	<b>1. Trade Specific Scope</b>		
10		Initial	
11	Inspect and accept substrate prior to painting as soon as it becomes available. Notify the CM of any areas that do not meet specifications. Application of paint/primers constitutes acceptance of substrate		Bidder understands and includes complete scope of work
12	Provide surface preparation prior to applying paint, including field primer if necessary.		Bidder understands and includes complete scope of work
13	Ensure all hollow metal frame surfaces are smooth and free of dents, gouges, gaps, etc. prior to painting. Include Bondo, sanding, and any other preparation required.		Bidder understands and includes complete scope of work
14	Fire rated labels shall not be painted or covered.		Bidder understands and includes complete scope of work
15	Protect surfaces not scheduled to receive paint from paint, including overspray. Paint on surfaces not scheduled to receive paint shall be removed by this subcontractor, using methods that do not damage the intended finish of such surfaces, at no additional cost to the project.		Bidder understands and includes complete scope of work
16	Properly dispose of excess materials and containers. Materials and containers that cannot be disposed of in general debris dumpsters shall be disposed of by the painting subcontractor. Create and maintain an approved washout area.		Bidder understands and includes complete scope of work
17	Interior Painting is to be without flash marks, should flash marks occur, painter shall be required to redo the entire surrounding wall surface		Bidder understands and includes complete scope of work
18	Remove all finish hardware for painting doors and frames, remove electrical plates, light fixture trim and fittings. Reinstall hardware after surfaces dry		Bidder understands and includes complete scope of work
19	Number of coats indicated under the Painting Schedules is the minimum number required for an acceptable finish.		Bidder understands and includes complete scope of work
20	Apply epoxy block filler to concrete masonry partitions at max rate allowed by coating manufacturer		Bidder understands and includes complete scope of work
21	Paint mechanical and electrical equipment as called for in specifications		Bidder understands and includes complete scope of work
22	Provide samples and on-site sample areas for all colors. Provide color samples within 2 weeks of award for review and selection by the design team.		Bidder understands and includes complete scope of work
23	Furnish and install concrete sealer at all interior exposed concrete surfaces.		Bidder understands and includes complete scope of work
24	Apply stenciled lettering to all fire rated partitions. Refer to architectural code drawings and architectural drawings to identify all rated walls.		Bidder understands and includes complete scope of work
25	Paint all access panels installed by other trades		Bidder understands and includes complete scope of work

26	One classroom will be designated as a mock up classroom. Material for this room shall be delivered and installed ahead of and out of sequence with the remainder of the building. No work shall commence on site until the mockup classroom is approved.		Bidder understands and includes complete scope of work
27	Provide all painting at the outbuilding		Bidder understands and includes complete scope of work
28	Seal tops and bottoms of wood doors as required.		Bidder understands and includes complete scope of work
29	Paint/touch up areas where holes were created by temporary systems including temp electricity, water, propane, etc.		Bidder understands and includes complete scope of work
30	Include provisions for touchup of finish painted surfaces just prior to occupancy as directed by Fontaine-Dimeo		Bidder understands and includes complete scope of work
31	Just prior to substantial completion or as directed by the CM, provide touchup material and 400 hours of patch and touchup paint including Bondo and prep at door frames.		Bidder understands and includes complete scope of work
32	The painting trade contractor shall be responsible for any defects in the gypsum taped plaster surfaces after application of the first coat. Therefore, the painting foreman must notify the Fontaine-Dimeo superintendent regarding taping irregularities after walls are primed so that repairs and touchup can be done by others.		Bidder understands and includes complete scope of work
33	Include returning for primer touch up after the drywall contractor has touched up any areas of deficient taping.		Bidder understands and includes complete scope of work
34	Primer and first coat of paint to be applied prior to finishes. Final coat will be scheduled with the CM after all other finishes are in place. Include protecting and cutting around and/or removing wall mounted devices. Protect all adjacent surfaces and clean any paint splatters immediately.		Bidder understands and includes complete scope of work
35	Assume 25% of this scope of work will be completed on second shift to avoid traffic and damage by other trades.		Bidder understands and includes complete scope of work
36	Provide normal touchup painting prior to final acceptance for all minor damage inflicted by other trade contractors.		Bidder understands and includes complete scope of work
37			
38	<b>2. General Scope Items</b>		
39		<b>Initial</b>	
40	<b>General</b>		
41	Electronic Documents, Submittals, Etc.		Bidder understands and includes complete scope of work
42	Provide PP&E, drinking water		Bidder understands and includes complete scope of work
43	Normal Work Hours 7:00 am - 3:30 pm Monday - Friday		Bidder understands and includes complete scope of work
44	Warranties commence upon substantial completion		Bidder understands and includes complete scope of work
45	Provide construction daily reports		Bidder understands and includes complete scope of work
46	CM right to assemble personnel		Bidder understands and includes complete scope of work
47	Sub responsible for coring/sleeving/penetrations		Bidder understands and includes complete scope of work
48	Material escalation included in bids		Bidder understands and includes complete scope of work
49	Multiple mobilizations, multiple crews		Bidder understands and includes complete scope of work
50	MBE/WBE Goals-Provide % in Bid		Provide % in Bid
51	City of Worcester Workforce Goals of 38% Minority, 10% Women, and 25% Worcester Resident. Provide acknowledgement of meeting or exceeding goals at bid time.		Provide Acknowledgement of meeting or exceeding goals
52	<b>Meetings</b>		
53	Provide three week lookahead schedules		Bidder understands and includes complete scope of work
54	Kick-off meetings		Bidder understands and includes complete scope of work
55	Pre-Construction Meetings		Bidder understands and includes complete scope of work
56	Daily Huddle with Foreman/CM		
57	Weekly meetings - PM required		Bidder understands and includes complete scope of work
58	\$500 fine for missed meetings		Bidder understands and includes complete scope of work
59	<b>Safety</b>		
60	Reviewed/Comply with Site Safety Plan		Bidder understands and includes complete scope of work
61	Provide Site Specific Plan (2 copies)		Bidder understands and includes complete scope of work
62	SDS Sheets up to date (2 copies)		Bidder understands and includes complete scope of work
63	GFCI for all tools		Bidder understands and includes complete scope of work

64	Fall Protection by Subcontractors - harnesses etc.		Bidder understands and includes complete scope of work
65	6' fall protection rules		Bidder understands and includes complete scope of work
66	Non-compliance results in removal from project		Bidder understands and includes complete scope of work
67	No radios		Bidder understands and includes complete scope of work
68	<b>Payments &amp; Req's</b>		
69	Req on third Thursday of each month		Bidder understands and includes complete scope of work
70	Revised req within 3 days		Bidder understands and includes complete scope of work
71	Retainage 5%		
72	Safety (Separate line item of req. valued to be agreed upon)		Bidder understands and includes complete scope of work
73	Clean up (Separate line item of req. Value to be agreed upon)		Bidder understands and includes complete scope of work
74	<b>Change Orders</b>		
75	15% markup		Bidder understands and includes complete scope of work
76	Breakdown per instructions		Bidder understands and includes complete scope of work
77	<b>Housekeeping</b>		
78	Subcontractor owns cleanup to dumpster provided by Fontaine-Dimeo		Bidder understands and includes complete scope of work
79	Housekeeping non-compliance per supplemental instructions		Bidder understands and includes complete scope of work
80	<b>Hoisting, Staging, Unloading</b>		
81	Subcontractor owns all hoisting, staging, equipment		Bidder understands and includes complete scope of work
82	Provide manpower for delivery, distribution etc.		Bidder understands and includes complete scope of work
83	<b>Logistics</b>		
84	Parking on site - 1 foreman. All other employees shall park off site and it is the responsibility this contractor to shuttle them to the site.		Bidder understands and includes complete scope of work
85	Laydown space on site is extremely limited. Materials may need to remain on trailers, off site, until area is ready for erection. Just in time deliveries will be required. All laydown must be coordinated with the CM. This contractor shall not block access around the building or impede work of other contractors. include off-site storage at secure facility. Stored materials will be allowed with proper backup per payment procedures.		Bidder understands and includes complete scope of work
86	<b>Closeout</b>		
87	Provide docs before April 1, 2022		Bidder understands and includes complete scope of work
88	Commissioning		Bidder understands and includes complete scope of work
89			
90	<b>3. Unit Prices</b>		
91			
92			
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96			
97	<b>4. MBE/WBE Participation</b>		
98	<b>Names/Trades:</b>	<b>Proposed value:</b>	
99			
100			
101			
102			
103	<b>5. Specific Scope Lead Time and Durations</b>		
104	<b>Note: At minimum, all durations and lead times must meet contract schedule included in specification section 00 73 00e.</b>		
105	Lead Time for Shop Drawings		Weeks
106	Anticipated install duration per classroom wing/floor		Weeks
107	Anticipated install duration For Areas D & E		Weeks
108			Weeks
109			Weeks
110			
111	<b>6. Break Out Quantities</b>		
112	<b>Quantities are informational only and not an approval of scope. Actual quantities to be provided must meet the requirements of the contract and are the responsibility of the bidder.</b>		
113	<b>Total Manhours for Work On Site</b>		
114			
115			
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125		
126	<b>7. Optional Deducts/ Value Engineering Items</b>	
127	<b>Proposed Deduct:</b>	<b>Proposed Value:</b>
128		
129		
130		
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132	<b>8. CM Alternates</b>	
133		
134		
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137	<b>9. Break Out Pricing</b>	
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152	<b>10. BID PRICE FOR BASE BID SCOPE OF WORK</b>	
153	<b>BID PRICE:</b>	\$
154		
155	<b>BOND:</b>	\$
156		
157	<b>TOTAL:</b>	\$
158		

\*\*\* I certify that I read, understood, and included all provisions in my base bid \*\*\*

I have reviewed and agree to complete the project scope as outlined above and in other project documents including but not limited to 9-4-Painting, Drawings, Specifications, Addendum, and Supplementary Instructions to Bidders for the contract sums agreed upon below and in accordance with the project schedule.

**Bid Submitted By:** \_\_\_\_\_

**Firm:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

Date: \_\_\_\_\_

**\*\*\*NOTE\*\*\***

**ALL bids shall be valid for 90 days from date submitted.**

**ALL bidders shall attend a scope review at Fontaine-Dimeo's office if requested.  
ALL bidders shall include this scope sheet in any subcontract executed to perform this scope of work.**

This attachment "Exhibit B" for trade contractors or "Exhibit 1" for non-trade contractors must be returned along with bidder's subcontract prior to execution of a subcontract with Fontaine-Dimeo LLC. By returning this "Exhibit B" or "Exhibit 1" along with a signed subcontract bidder certifies that they have reviewed and agree to scope of work as defined herein and furthermore as defined in the complete plans, specifications, addendum and supplementary instructions to bidders. Failure or refusal to individually initial or sign any item of work or line herein does not relieve bidder from responsibility to complete that item of work as described and understood unless said exclusion/modification is additionally initialed by an officer of Fontaine-Dimeo LLC.

Scope: 14-1 - Elevator

Present at Scope Review:

Bidder:

CM: Fontaine-Dimeo

OPM: AECOM Tishman

Architect: Lamoureux Pagano

Bid Date: \_\_\_\_\_



**Bidder Information**

Subcontractor Name: \_\_\_\_\_

Project Estimator: \_\_\_\_\_ Email: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Is your estimator able to make final decisions regarding pricing and scope? Yes \_\_\_\_\_ No \_\_\_\_\_

If not, who at your firm is able to make final decision regarding pricing and scope?

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**In addition to the scope of work listed below, contractor shall review all bid documents and include items customarily performed by subcontractor bidding on this scope of work, regardless of where work is shown/referenced.**

**Bids are to be based on the documents available on Fontaine/Rich’s project access site, including but not limited to:**

- Drawings and specifications as prepared by Lamoureux Pagano & Associates, titled Final Bid Package, dated 1/20/22
- All addendums issued through date of bid
- Project schedule as included in the contract documents
- General Conditions of this contract
- Supplementary Instructions to Bidders
- BIM Requirements for Subcontractors
- Insurance requirements for Subcontractors
- Site Specific Safety Plan
- Phasing & Logistics Plan
- LEED Building Requirements of the Contract
- Division 0 & 1 Requirements as applicable to each trade
- Mockup Requirements

**General Inclusions – All subcontractors by submitting a bid certify that they have included general requirements including but not limited to those listed below:**

- Complete layout and engineering
- Coordination with other trades
- Cleanup to a dumpster on site including hoisting – dumpster provided by CM
- Manpower to complete work within scheduled durations
- Lifts/hoisting/staging for their work
- Additional requirements as detailed in plans, specifications, project scope
- Full-time Foreman on site
- Full-time Project Manager
- Provide a Site Specific Safety Plan
- Provide PPE for their employees to safely complete their work including vests, glasses, hard hats, etc..
- Bonds and Insurance
- Operation and Maintenance Manuals
- As-Built maintained throughout the course of the project and final submission in AutoCAD, pdf, and hard copy format
- Cooperate with owner/CM in all testing. Bidder shall not perform testing without prior consent/approval of CM
- Comply with all relevant prevailing wage/employment laws
- Submit monthly MB/WB participation reports
- Provide weekly report on W/B work force participation

**Contractor shall acquire and pay all fees associated with permits required to complete the scope of work of this subcontract, except for the general building permit, which is provided by others. The contractor/erector shall obtain and keep up to date a Hot Works Permit with the City of Worcester Fire Department. Hot Work permits must be updated with the City every 30 days, before expiration date.**

**Subcontractors shall be responsible for work of the specification sections identified below in whole, unless it is specifically noted otherwise.**

**Bidder shall visit project site and review existing conditions.**

Detailed Scope of Work			
Specification Sections			
		Initial	
1	All Division 0 & 1 Requirements		All subcontractors shall comply with the general conditions and
2	00 73 00 - Supplementary Instructions to Bidders		Bidder understands and includes complete scope of work
3	14 00 02- Elevator Trade Sub Bid		Bidder understands and includes complete scope of work
4	14 21 20 - Electric Traction Elevators		Bidder understands and includes complete scope of work
5			
6			
7	<b>1. Trade Specific Scope</b>		
8	#VALUE!	Initial	
9	Subcontractor shall include an allowance of (80) hours of operator time for each elevator for miscellaneous trades to complete associated work within elevator shaft. Subcontractor shall track time spent against this allowance in conjunction with Fountain-Dimeo Superintendent and shall have slips signed each day reflecting time spent. Subcontractor shall be compensated or provide a credit upon project closeout based upon amount of this allowance used. Work will be compensated for time on site, not an 8 hour minimum.		Bidder understands and includes complete scope of work
10	Subcontractor shall perform all activities related to elevator testing and commissioning as part of this scope of work at no extra charge. These activities include providing labor as required for alarm testing, elevator louver testing, and inspections.		Bidder understands and includes complete scope of work
11	Subcontractor shall include removal of all components not necessary for operation of elevator upon completion of installation including excess hydraulic oil if directed by the CM.		Bidder understands and includes complete scope of work
12	Subcontractor shall participate in and sign off on elevator room layout. Subcontractor shall make diligent efforts to avoid conflicts with other trades.		Bidder understands and includes complete scope of work
13	Include provisions for temporary power connections to operate platform and cab during installation		Bidder understands and includes complete scope of work
14	Subcontractor's employees shall maintain the guardrail system put in place by others during performance of their work. Subcontractors shall remove guardrails only as necessary to provide access to cab/shaft and shall replace guardrails immediately when possible. Sub-contractors employees who create a safety hazard at any time will be immediately dismissed from the project.		Bidder understands and includes complete scope of work
15	Subcontractor shall make all efforts necessary to complete installation and inspection of elevator as quickly as possible to allow for temporary and permanent operation. Subcontractor shall allow temporary use of elevator with operator as feasible and shall allow use of elevator immediately after inspection regardless of whether or not substantial completion has been reached.		Bidder understands and includes complete scope of work
16	Subcontractor shall make provisions to provide specified warranty period from date of substantial completion (of the entire project), including provisions to provide extended warranties if necessary.		Bidder understands and includes complete scope of work

17	Provide all drawings and documentation required for inspections in a timely manner so they can be reviewed and stamped by the design team prior to elevator inspection.		Bidder understands and includes complete scope of work
18	It is the responsibility of this contractor to verify and monitor approval of elevator shop drawings, color selections, and submittals to ensure elevator is released to meet project schedule. Provide color samples for selection within 2 weeks of award.		Bidder understands and includes complete scope of work
19	Provide all hoisting, offloading and distribution of materials.		Bidder understands and includes complete scope of work
20	Participate in BIM coordination in cooperation with all MEP trades.		Bidder understands and includes complete scope of work
21	Carry provisions for Overtime for State Inspection.		Bidder understands and includes complete scope of work
22	Furnish and install all work of this section including pit ladder and sill angles.		Bidder understands and includes complete scope of work
23	Provide fully dimensioned drawings for items to be installed by others. Furnish items to be installed by others in sufficient time to be built into place.		Bidder understands and includes complete scope of work
24	Space on site is limited. All laydown areas inside and outside of the building must be coordinated with CM.		Bidder understands and includes complete scope of work
25	Submit record drawing for structural engineer's stamp as soon as shop drawings are approved.		Bidder understands and includes complete scope of work
26	Upon competition, provide any custom tools required for elevator maintenance to be performed by others.		Bidder understands and includes complete scope of work
27	Monitor elevator shop drawings and sample submittal approvals to ensure elevator is released in time to meet project schedule.		Bidder understands and includes complete scope of work
28	Provide the following at part of bid: lead time for shop drawings, lead time for equipment, lead time for engineering, anticipated install duration, total man hours of on-site work		Bidder understands and includes complete scope of work
29			
30	<b>2. General Scope Items</b>		
31		<b>Initial</b>	
32	<b>General</b>		
33	Electronic Documents, Submittals, Etc.		Bidder understands and includes complete scope of work
34	Provide PP&E, drinking water		Bidder understands and includes complete scope of work
35	Normal Work Hours 7:00 am - 3:30 pm Monday - Friday		Bidder understands and includes complete scope of work
36	Warranties commence upon substantial completion		Bidder understands and includes complete scope of work
37	Provide construction daily reports		Bidder understands and includes complete scope of work
38	CM right to assemble personnel		Bidder understands and includes complete scope of work
39	Sub responsible for coring/sleeving/penetrations		Bidder understands and includes complete scope of work
40	Material escalation included in bids		Bidder understands and includes complete scope of work
41	Multiple mobilizations, multiple crews		Bidder understands and includes complete scope of work
42	Temp Power/Facilities		Bidder understands and includes complete scope of work as described herein
43	MBE/WBE Goals-Provide % in Bid		Provide % in Bid
44	City of Worcester Workforce Goals of 38% Minority, 10% Women, and 25% Worcester Resident. Provide acknowledgement of meeting or exceeding goals at bid time.		Provide Acknowledgement of meeting or exceeding goals
45	<b>Meetings</b>		
46	Provide three week lookahead schedules		Bidder understands and includes complete scope of work
47	Kick-off meetings		Bidder understands and includes complete scope of work
48	Pre-Construction Meetings		Bidder understands and includes complete scope of work
49	Weekly meetings - PM required		Bidder understands and includes complete scope of work
	Daily Huddle for Deliveries and Logistics		
50	\$500 fine for missed meetings		Bidder understands and includes complete scope of work
51	<b>Safety</b>		
52	Reviewed/Comply with Site Safety Plan		Bidder understands and includes complete scope of work
53	Provide Site Specific Plan (2 copies)		Bidder understands and includes complete scope of work
54	SDS Sheets up to date (2 copies)		Bidder understands and includes complete scope of work
55	GFCI for all tools		Bidder understands and includes complete scope of work

56	Fall Protection by Subcontractors - harnesses etc.		Bidder understands and includes complete scope of work
57	6' fall protection rules		Bidder understands and includes complete scope of work
58	Non-compliance results in removal from project		Bidder understands and includes complete scope of work
59	No radios		Bidder understands and includes complete scope of work
60	<b>Payments &amp; Req's</b>		
61	Req on third Thursday of each month		Bidder understands and includes complete scope of work
62	Revised req within 3 days		Bidder understands and includes complete scope of work
63	Safety (3% of req)		Bidder understands and includes complete scope of work
64	Clean up (3% of req)		Bidder understands and includes complete scope of work
65	<b>Change Orders</b>		
66	15% markup		Bidder understands and includes complete scope of work
67	Breakdown per instructions		Bidder understands and includes complete scope of work
68	<b>Housekeeping</b>		
69	Subcontractor owns cleanup to dumpster provided by Fontaine-Dimeo		Bidder understands and includes complete scope of work
70	Housekeeping item D - non-compliance		Bidder understands and includes complete scope of work
71	<b>Hoisting, Staging, Unloading</b>		
72	Subcontractor owns all hoisting, staging, equipment		Bidder understands and includes complete scope of work
73	Provide manpower for delivery, distribution etc.		Bidder understands and includes complete scope of work
74	<b>Logistics</b>		
75	Parking on site - 1 foreman. All other employees shall park off site and it is the responsibility this contractor to shuttle them to the site.		Bidder understands and includes complete scope of work
76	Storage on site - per Fontaine-Dimeo guidance		Bidder understands and includes complete scope of work
77	<b>Closeout</b>		
78	Provide docs before April 20, 2024		Bidder understands and includes complete scope of work
79	Commissioning		Bidder understands and includes complete scope of work
80			
81	<b>3. Unit Prices</b>		
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83			
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88	<b>4. MBE/WBE Participation</b>		
89	<b>Names/Trades:</b>	<b>Proposed value:</b>	
90			
91			
92			
93			
94	<b>5. Specific Scope Lead Time and Durations</b>		
95	<b>Note: At minimum, all durations and lead times must meet contract schedule included in specification section 00 73 00e.</b>		
96	Lead Time for Shop Drawings		Weeks
97	Lead time for Equipment		Weeks
98	Lead Time for Engineering		Weeks
99	Anticipated Install Duration for ...		Weeks
100	Total manhours for on-site work		
101	<b>6. Break Out Quantities</b>		
102	<b>Quantities are informational only and not an approval of scope. Actual quantities to be provided must meet the requirements of the contract and are the responsibility of the bidder.</b>		
103	Provide the following information: a. Lead time for shop drawings b. Lead time for material fabrication c. Total Manhours for work on site		
104			
105			
106			
107	<b>7. Optional Deducts/ Value Engineering Items</b>		
108	<b>Proposed Deduct:</b>	<b>Proposed Value:</b>	
109			
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111			
112			
113	<b>8. CM Alternates</b>		
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118	<b>9. Break Out Pricing</b>	
119		
120		
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127		
128	<b>10. BID PRICE FOR BASE BID SCOPE OF WORK</b>	
129	<b>BID PRICE:</b>	\$
130		
131	<b>BOND:</b>	\$
132		
133	<b>TOTAL:</b>	\$
134		

\*\*\* I certify that I read, understood, and included all provisions in my base bid \*\*\*

I have reviewed and agree to complete the project scope as outlined above and in other project documents including but not limited to 14-1 - Elevator, Drawings, Specifications, Addendum, and Supplementary Instructions to Bidders for the contract sums agreed upon below and in accordance with the project schedule.

**Bid Submitted By:** \_\_\_\_\_

**Firm:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**\*\*\*NOTE\*\*\***

- ALL bids shall be valid for 90 days from date submitted.**
- ALL bidders shall attend a scope review at Fontaine/WT Rich office if requested.**
- ALL bidders shall include this scope sheet in any subcontract executed to perform this scope of work.**

This attachment "Exhibit B" for trade contractors or "Exhibit 1" for non-trade contractors must be returned along with bidder's subcontract prior to execution of a subcontract with Fontaine/WT Rich LLC. By returning this "Exhibit B" or "Exhibit 1" along with a signed subcontract bidder certifies that they have reviewed and agree to scope of work as defined herein and furthermore as defined in the complete plans, specifications, addendum and supplementary instructions to bidders. Failure or refusal to individually initial or sign any item of work or line herein does not relieve bidder from responsibility to complete that item of work as described and understood unless said exclusion/modification is additionally initialed by an officer of Fontaine /WT Rich LLC.

Scope: 21-1 - Fire Protection  
Bidder:  
CM: Fontaine-Dimeo  
OPM: AECOM/Tishman  
Architect: Lamoureux Pagano

Present at Scope Review:



Bid Date: \_\_\_\_\_

**Bidder Information**

Subcontractor Name: \_\_\_\_\_

Project Estimator: \_\_\_\_\_ Email: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Is your estimator able to make final decisions regarding pricing and scope? Yes \_\_\_\_\_ No \_\_\_\_\_

If not, who at your firm is able to make final decision regarding pricing and scope?

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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- Full-time Project Manager
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**Subcontractors shall be responsible for work of the specification sections identified below in whole, unless it is specifically noted otherwise.**

**Bidder shall visit project site and review existing conditions.**

Detailed Scope of Work			
Specification Sections			
		Initial	
1	All Division 0 & 1 Requirements		All subcontractors shall comply with the general conditions and procedures of the project.
2	00 73 00 - Supplementary Instructions to Bidders		Bidder understands and includes complete scope of work
3	21 00 01 - Fire Protection		<b>In whole, furnish and install complete fire protection system.</b>
4	08 31 13- Access Doors & Panels		Furnish only where required for this scope of work
5	07 84 13- Firestopping		Bidder understands and includes complete scope of work for fire stopping
6	09 29 00 - Gypsum Board		Bidder understands and includes complete scope of work for acoustical sealant
7			
8	<b>1. Trade Specific Scope</b>		
9		Initial	
10	Fire Protection systems installed under this subcontract shall continue to 10 feet beyond the building perimeter.		Bidder understands and includes complete scope of work
11	BIM coordination shall commence immediately upon award. Coordination shall be completed in multiple building areas at the same time. Shafts and underground coordination shall be prioritized so that sleeves can be incorporated into the ongoing steel detailing and foundation work.		Bidder understands and includes complete scope of work
12	Maintain as-built drawings in the most recent version of AutoCAD, updated as-built drawings shall be a prerequisite to monthly payment and shall be made available to the OPM monthly for review of status. As-built drawings shall follow the page layout of the contract documents.		Bidder understands and includes complete scope of work
13	Subcontractor shall complete all commissioning and start up procedures in accordance with the specifications and as directed by the project team.		Bidder understands and includes complete scope of work
14	This subcontractor shall include all drilling, coring, sleeving, and cutting as necessary for installation of work of this package. Cut all floor and deck openings required to install your work. Do not leave any openings unprotected.		Bidder understands and includes complete scope of work
15	This contractor shall include all fire stopping and acoustical sealant for all work of this bid package.		Bidder understands and includes complete scope of work
16	Furnish and install seismic bracing as required by code, show on drawings, and/or noted in specs, whichever is more stringent.		Bidder understands and includes complete scope of work
17	Contractor shall arrange for all inspections and tests, including line tests, as required by applicable codes and engineers. Contractor shall notify the CM in advance of any such test and shall provide written documentation of all tests performed.		Bidder understands and includes complete scope of work
18	Provide submittals for any materials on or penetrating the roof within 2 week of notice of intent.		Bidder understands and includes complete scope of work
19	Pressure test all lines. All testing shall be witnessed by The CM and inspector. Provide written documentation of each test performed.		Bidder understands and includes complete scope of work
20	Protect standpipes and valve boxes until building has been turned over to the owner. Remove protection at the direction of the CM.		Bidder understands and includes complete scope of work

21	Provide all labor, equipment, and material necessary to provide temporary fire protection systems in accordance with NFPA 241 and as required by the AHJ as construction progresses and during the demolition phase of the existing school.		Bidder understands and includes complete scope of work
22	Complete new flow test as soon as feasible to confirm excepted available flow and pressure calculated for the Highland St Water Main Upgrade Project. Test shall be completed in coordination with the CM, the engineer of record, the Worcester Fire Department, and the Worcester Water Department.		Bidder understands and includes complete scope of work
23	Provide coring /sleeving for any work penetrating foundation walls and slabs after installation of foundation walls and slabs.		Bidder understands and includes complete scope of work
24	Submit Drawings and calculations stamped by a professional engineer licensed in the Commonwealth of Massachusetts		Bidder understands and includes complete scope of work
25	Furnish all access panels for installation by others. Shop drawings shall be issued locating all access panels for review and approval by the design team.		Bidder understands and includes complete scope of work
26	Obtain all permits required for work of this bid package. Note requirements for hot work permit and certification.		Bidder understands and includes complete scope of work
27	Take note of building access and make provisions to ensure that equipment will fit through permanent doorways and or structure. Any work required to create openings or removal of doors/windows or walls in areas where equipment will not fit through existing openings shall be paid for by this trade contractor.		Bidder understands and includes complete scope of work
28	Coordinate all service shut downs with the CM and OPM well in advance of required shutdown. Temporary by-passes or other means may be required to keep live services active to the existing schools. Night or weekend shutdowns and tie-ins are to be expected to limit the impact on school activities and costs of such included premium time are part of the base bid.		Bidder understands and includes complete scope of work
29	Provide phased testing to accommodate the schedule.		Bidder understands and includes complete scope of work
30	One classroom will be designated as a mock up classroom. Material for this room shall be delivered and installed ahead of and out of sequence with the remainder of the building. No work shall commence on site until the mockup classroom is approved.		Bidder understands and includes complete scope of work
31	Respond to all punch list and commissioning comments within 2 weeks of receipt of comments.		Bidder understands and includes complete scope of work
32	Custom colors are included as specified. Full range of color samples must be submitted within 8 weeks of award.		Bidder understands and includes complete scope of work
33	Systems shall be installed so that they may be tested in different areas separately.		Bidder understands and includes complete scope of work
34	Expedite Permanent Standpipe systems and provide temporary systems as per logistics plans and to be in compliance with NFPA 241.		Bidder understands and includes complete scope of work
35	All bidders are directed to review all disciplines of the bid documents prior to submitting a price. The drawings and specifications are complimentary and bidders' prices shall reflect all Fire Protection work regardless of where it is shown in the documents.		Bidder understands and includes complete scope of work
36	Subcontractor shall comply with Engineer's requirements in regards to raising of fire protection piping as far above ceiling as possible at no additional cost.		Bidder understands and includes complete scope of work
37	Special Note with regards to sprinkler heads: The contract drawings are complementary and indicate the approximate amount of sprinkler heads required. The Fire Protection Trade Contractor shall review the drawings in depth, bid and install ALL of the necessary sprinkler heads for the project. No additional compensation will be provided to the Fire Protection Trade Bidder for missing sprinkler heads.		Bidder understands and includes complete scope of work

38	Special attention shall be taken by this Trade Contractor for review of RCP drawings. There are many instances of required layouts, layouts allowing concealed conditions, layout through access panels within decking.		Bidder understands and includes complete scope of work
39	In areas with acoustical deck, hangers and restraint straps must be compatible.		Bidder understands and includes complete scope of work
40	Locations for slab, beam, and foundation penetrations were determined during design/pre-coordination prior. This contractor shall coordinate to the penetrations/steel as provided. Any foundation penetrations designated for this contractor, but not used by this contractor, shall be patched and sealed by this contractor. All floor penetrations shall be coordinated in sufficient time to place reinforcing in the slab where penetrations meet the requirements of the typical structural detail. All openings that require a steel frame support shall be coordinated to minimize the number of steel frames installed from below. Review bid schedule for steel erection timeline.		Bidder understands and includes complete scope of work
41	Cut metal deck penetrations at framed openings in coordination with Fontaine-Dimeo schedule. All penetrations shall be protected and maintained by this contractor at the time the opening is created until the permanent material is in place and the opening is safe.		Bidder understands and includes complete scope of work
41	Work with Site Contractor to mitigate staining of site surfaces from washouts and draining during install and testing. Provide hoses and accessories to assure this.		Bidder understands and includes complete scope of work
42			
43	<b>2. General Scope Items</b>		
44		<b>Initial</b>	
45	<b>General</b>		
46	Electronic Documents, Submittals, Etc.		Bidder understands and includes complete scope of work
47	Provide PP&E, drinking water		Bidder understands and includes complete scope of work
48	Normal Work Hours 7:00 am - 3:30 pm Monday - Friday		Bidder understands and includes complete scope of work
49	Warranties commence upon substantial completion		Bidder understands and includes complete scope of work
50	Provide construction daily reports		Bidder understands and includes complete scope of work
51	CM right to assemble personnel		Bidder understands and includes complete scope of work
52	Sub responsible for coring/sleeving/penetrations		Bidder understands and includes complete scope of work
53	Material escalation included in bids		Bidder understands and includes complete scope of work
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55	Temp Power/Facilities		Bidder understands and includes complete scope of work as described herein
56	MBE/WBE Goals-Provide % in Bid		Provide % in Bid
57	City of Worcester Workforce Goals of 38% Minority, 10% Women, and 25% Worcester Resident. Provide acknowledgement of meeting or exceeding goals at bid time.		Provide Acknowledgement of meeting or exceeding goals
58	<b>Meetings</b>		
59	Provide three week lookaheads schedules		Bidder understands and includes complete scope of work
60	Kick-off meetings		Bidder understands and includes complete scope of work
61	Daily Huddle with Foreman/CM		
62	Pre-Construction Meetings		Bidder understands and includes complete scope of work
63	Weekly meetings - PM required		Bidder understands and includes complete scope of work
64	\$500 fine for missed meetings		Bidder understands and includes complete scope of work
65	<b>Safety</b>		
66	Reviewed/Comply with Site Safety Plan		Bidder understands and includes complete scope of work
67	Provide Site Specific Plan (2 copies)		Bidder understands and includes complete scope of work
68	SDS Sheets up to date (2 copies)		Bidder understands and includes complete scope of work
69	GFCI for all tools		Bidder understands and includes complete scope of work
70	Fall Protection by Subcontractors - harnesses etc.		Bidder understands and includes complete scope of work
71	6' fall protection rules		Bidder understands and includes complete scope of work
72	Non-compliance results in removal from project		Bidder understands and includes complete scope of work
73	No radios		Bidder understands and includes complete scope of work
74	<b>Payments &amp; Req's</b>		
75	Req on third Thursday of each month		Bidder understands and includes complete scope of work
76	Revised req within 3 days		Bidder understands and includes complete scope of work
77	Retainage 5%		

78	Safety (Separate line item of req. valued to be agreed upon)		Bidder understands and includes complete scope of work
79	Clean up (Separate line item of req. Value to be agreed upon)		Bidder understands and includes complete scope of work
80	<b>Change Orders</b>		
81	15% markup		Bidder understands and includes complete scope of work
82	Breakdown per instructions		Bidder understands and includes complete scope of work
83	<b>Housekeeping</b>		
84	Subcontractor owns cleanup to dumpster provided by Fontaine-Dimeo		Bidder understands and includes complete scope of work
85	Housekeeping non-compliance per supplemental instructions		Bidder understands and includes complete scope of work
86	<b>Hoisting, Staging, Unloading</b>		
87	Subcontractor owns all hoisting, staging, equipment		Bidder understands and includes complete scope of work
88	Provide manpower for delivery, distribution etc.		Bidder understands and includes complete scope of work
89	<b>Logistics</b>		
90	Parking on site - 1 foreman. All other employees shall park off site and it is the responsibility this contractor to shuttle them to the site.		Bidder understands and includes complete scope of work
91	Laydown space on site is extremely limited. Materials may need to remain on trailers, off site, until area is ready for erection. Just in time deliveries will be required. All laydown must be coordinated with the CM. This contractor shall not block access around the building or impede work of other contractors. include off-site storage at secure facility. Stored materials will be allowed with proper backup per payment procedures.		Bidder understands and includes complete scope of work
92	<b>Closeout</b>		
93	Provide docs before April 1 , 2024 For New High School		Bidder understands and includes complete scope of work
94	Provide docs before April 1 , 2025 For New Out Building		Bidder understands and includes complete scope of work
95	Commissioning		Bidder understands and includes complete scope of work
96			
97	<b>3. Unit Prices</b>		
98			
99			
100			
101			
102			
103			
104	<b>4. MBE/WBE Participation</b>		
105	<b>Names/Trades:</b>	<b>Proposed value:</b>	
106			
107			
108			
109			
110	<b>5. Specific Scope Lead Time and Durations</b>		
111	<b>Note: At minimum, all durations and lead times must meet contract schedule included in specification section 00 73 00e.</b>		
112	Lead Time for Shop Drawings		Weeks
113	Lead time for Equipment		Weeks
114			Weeks
115			Weeks
116			Weeks
117			Weeks
118			Weeks
119	<b>6. Break Out Quantities</b>		
120	<b>Quantities are informational only and not an approval of scope. Actual quantities to be provided must meet the requirements of the contract and are the responsibility of the bidder.</b>		
121	Total Manhours for on-site work		
122			
123			
124			
124	<b>7. Optional Deducts/ Value Engineering Items</b>		
125	<b>Proposed Deduct:</b>	<b>Proposed Value:</b>	
126			
127			
128			
129			
130	<b>8. CM Alternates</b>		
131			
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133		
134		
135	<b>9. Break Out Pricing</b>	
136		
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138		
139		
140		
141	<b>10. BID PRICE FOR BASE BID SCOPE OF WORK</b>	
142	<b>BID PRICE:</b>	\$
143		
144	<b>BOND:</b>	\$
145		
146	<b>TOTAL:</b>	\$
147		

\*\*\* I certify that I read, understood, and included all provisions in my base bid \*\*\*

I have reviewed and agree to complete the project scope as outlined above and in other project documents including but not limited to 21-1 Fire Protection, Drawings, Specifications, Addendum, and Supplementary Instructions to Bidders for the contract sums agreed upon below and in accordance with the project schedule.

**Bid Submitted By:** \_\_\_\_\_

**Firm:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**\*\*\*NOTE\*\*\***

- ALL bids shall be valid for 90 days from date submitted.**
- ALL bidders shall attend a scope review at Fontaine-Dimeo's office if requested.**
- ALL bidders shall include this scope sheet in any subcontract executed to perform this scope of work.**

This attachment "Exhibit B" for trade contractors or "Exhibit 1" for non-trade contractors must be returned along with bidder's subcontract prior to execution of a subcontract with Fontaine-Dimeo LLC. By returning this "Exhibit B" or "Exhibit 1" along with a signed subcontract bidder certifies that they have reviewed and agree to scope of work as defined herein and furthermore as defined in the complete plans, specifications, addendum and supplementary instructions to bidders. Failure or refusal to individually initial or sign any item of work or line herein does not relieve bidder from responsibility to complete that item of work as described and understood unless said exclusion/modification is additionally initialed by an officer of Fontaine-Dimeo LLC.

Scope: 22-1 Plumbing  
Bidder:  
CM: Fontaine-Dimeo  
OPM: AECOM/Tishman  
Architect: Lamoureux Pagano

Present at Scope Review:



Bid Date: \_\_\_\_\_

**Bidder Information**

Subcontractor Name: \_\_\_\_\_

Project Estimator: \_\_\_\_\_ Email: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Is your estimator able to make final decisions regarding pricing and scope? Yes \_\_\_\_\_ No \_\_\_\_\_

If not, who at your firm is able to make final decision regarding pricing and scope?

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**In addition to the scope of work listed below, contractor shall review all bid documents and include items customarily performed by subcontractor bidding on this scope of work, regardless of where work is shown/referenced.**

**Bids are to be based on the documents available on Fontaine-Dimeo's project access site, including but not limited to:**

- Drawings and specifications as prepared by Lamoureux Pagano & Associates, titled Final Bid Package, dated 1/20/22
- All addendums issued through date of bid
- Project schedule as included in the contract documents
- General Conditions of this contract
- Supplementary Instructions to Bidders
- BIM Requirements for Subcontractors
- Insurance requirements for Subcontractors
- Site Specific Safety Plan
- Phasing & Logistics Plan
- LEED Building Requirements of the Contract
- Division 0 & 1 Requirements as applicable to each trade
- Mockup Requirements

**General Inclusions – All subcontractors by submitting a bid certify that they have included general requirements including but not limited to those listed below:**

- Complete layout and engineering
- Coordination with other trades
- Cleanup to a dumpster on site including hoisting – dumpster provided by CM
- Manpower to complete work within scheduled durations
- Lifts/hoisting/staging for their work
- Additional requirements as detailed in plans, specifications, project scope
- Full-time Foreman on site
- Full-time Project Manager
- Provide a Site Specific Safety Plan
- Provide PPE for their employees to safely complete their work including vests, glasses, hard hats, etc..
- Bonds and Insurance
- Operation and Maintenance Manuals
- As-Builts maintained throughout the course of the project and final submission in AutoCAD, pdf, and hard copy format
- Cooperate with owner/CM in all testing. Bidder shall not perform testing without prior consent/approval of CM
- Comply with all relevant prevailing wage/employment laws
- Submit monthly MB/WB participation reports
- Provide weekly report on W/B work force participation

**Contractor shall acquire and pay all fees associated with permits required to complete the scope of work of this subcontract, except for the general building permit, which is provided by others. The contractor/erector shall obtain and keep up to date a Hot Works Permit with the City of Worcester Fire Department. Hot Work permits must be updated with the City every 30 days, before expiration date.**

**Subcontractors shall be responsible for work of the specification sections identified below in whole, unless it is specifically noted otherwise.**

**Bidder shall visit project site and review existing conditions.**

Detailed Scope of Work		
Specification Sections		
	Initial	
1	All Division 0 & 1 Requirements	All subcontractors shall comply with the general conditions and procedures of the project.
2	00 73 00 - Supplementary Instructions to Bidders	Bidder understands and includes complete scope of work
3	22 00 00 - Plumbing	<b>In whole, furnish and install complete plumbing system.</b>
4	22 08 00 - Commissioning of Plumbing Systems	Bidder understands and includes complete scope of work
5	08 31 13- Access Doors & Panels	Furnish only where required for this scope of work
6	07 84 13- Firestopping	Bidder understands and includes complete scope of work
7	09 29 00 - Gypsum Board	Bidder understands and includes complete scope of work for acoustical
8		
9	<b>1. Trade Specific Scope</b>	
10		<b>Initial</b>
11	Plumbing systems installed under this subcontract shall continue to 10 feet beyond the building perimeter.	Bidder understands and includes complete scope of work
12	BIM coordination shall commence immediately upon award. Coordination shall be completed in multiple building areas at the same time. Shafts and underground coordination shall be prioritized so that sleeves can be incorporated into the ongoing steel detailing and foundation work.	Bidder understands and includes complete scope of work
13	Maintain as-built drawings in the most recent version of AutoCAD, updated as-built drawings shall be a prerequisite to monthly payment and shall be made available to the OPM monthly for review of status. As-built drawings shall follow the page layout of the contract documents.	Bidder understands and includes complete scope of work
14	Subcontractor shall complete all commissioning and start up procedures in accordance with the specifications and as directed by the project team.	Bidder understands and includes complete scope of work
15	This subcontractor shall include all drilling, coring, sleeving, and cutting as necessary for installation of work of this package. Cut all floor and deck openings required to install your work. Do not leave any openings unprotected.	Bidder understands and includes complete scope of work
16	This contractor shall include all fire stopping and acoustical sealant for all work of this bid package.	Bidder understands and includes complete scope of work
17	Furnish and install seismic bracing as required by code, show on drawings, and/or noted in specs, whichever is more stringent.	Bidder understands and includes complete scope of work
18	Plumbing contractor shall arrange for all inspections and tests, including line tests, as required by applicable codes and engineers. Plumbing subcontractor shall notify Fontaine Bros. in advance of any such test and shall provide written documentation of all tests performed.	Bidder understands and includes complete scope of work
19	Provide submittals for any materials on or penetrating the roof and underground materials within 2 week of notice of intent.	Bidder understands and includes complete scope of work
20	Pressure test all lines. All testing shall be witnessed by Fontaine-Dimeo, OPM, and inspector. Provide written documentation of each test performed.	Bidder understands and includes complete scope of work
21	Protect floor drains until building has been turned over to the owner. Remove protection at the direction of the CM. ALL damage to floor drains will be repaired by and at the cost of the plumbing subcontractor regardless of the cause.	Bidder understands and includes complete scope of work

22	Furnish and install plumbing utility connections to food service equipment, including but not limited to water, gas, waste, drainage, compressed air, and venting. Provide manpower to assist/work with Fontaine and Food Service vendors and manufacturers' representatives to start up and commission all equipment as well as commission life safety systems.		Bidder understands and includes complete scope of work
23	Provide coring /sleeving for any work penetrating foundation walls and slabs after installation of foundation walls and slabs.		Bidder understands and includes complete scope of work
24	Furnish and install a complete storm drainage system from within the building to 10 feet outside of the building with all incidentals necessary for a complete operational system. The system shall include all roof drains, emergency overflow terminations, piping, traps, flanges, seals, cleanouts, structural support (hangers), insulation, backwater valves, and other such standard accessories as necessary for a complete approved system. Roof drainage system shall be completed as soon as roofing is installed.		Bidder understands and includes complete scope of work
25	Furnish all access panels for installation by others. Shop drawings shall be issued locating all access panels for review and approval by the design team.		Bidder understands and includes complete scope of work
26	Obtain all permits required for work of this bid package. Note requirements for hot work permit and certification.		Bidder understands and includes complete scope of work
27	Take note of building access and make provisions to ensure that equipment will fit through permanent doorways and or structure. Any work required to create openings or removal of doors/windows or walls in areas where equipment will not fit through existing openings shall be paid for by this trade contractor.		Bidder understands and includes complete scope of work
28	Coordinate all service shut downs with the CM and OPM well in advance of required shutdown. Temporary by-passes or other means may be required to keep live services active to the existing schools. Night or weekend shutdowns and tie-ins are to be expected to limit the impact on school activities and costs of such included premium time are part of the base bid.		Bidder understands and includes complete scope of work
29	Furnish, and install piping within exterior grease interceptor. Coordinate with structure provided by site contractor. All coring required shall be by this contractor. Piping shall meet City of Worcester Standards.		Bidder understands and includes complete scope of work
30	Provide a complete heat trace system where indicated on the drawings/specifications. Coordinate power requirements for heat trace with the electrical contractor.		Bidder understands and includes complete scope of work
31	Respond to all punch list and commissioning comments within 2 weeks of receipt of comments.		Bidder understands and includes complete scope of work
32	Custom colors are included as specified. Full range of color samples must be submitted within 8 weeks of award.		Bidder understands and includes complete scope of work
33	Systems shall be installed so that they may be tested in different areas separately.		Bidder understands and includes complete scope of work
34	Locations for slab, beam, and foundation penetrations were determined during design/pre-coordination prior. This contractor shall coordinate to the penetrations/steel as provided. Any foundation penetrations designated for this contractor, but not used by this contractor, shall be patched and sealed by this contractor. All floor penetrations shall be coordinated in sufficient time to place reinforcing in the slab where penetrations meet the requirements of the typical structural detail. All openings that require a steel frame support shall be coordinated to minimize the number of steel frames installed from below. Review bid schedule for steel erection timeline.		Bidder understands and includes complete scope of work

35	Submit documentation that indicates all trap priming devices have been verified, tested, powered, and are operating satisfactorily. Notify Fontaine Dimeo once initial testing is complete and engage Fontaine-Dimeo to witness final testing.		Bidder understands and includes complete scope of work
36	Provide detailed drawing showing all locations that require in wall blocking prior to the start of interior framing.		Bidder understands and includes complete scope of work
37	Provide protection of rain leaders after installation and prior to installation of spray fire proofing. Remove and dispose of protection after spray fireproofing is complete to make ready for insulation.		Bidder understands and includes complete scope of work
38	When locations of cleanout access panels are not noted on the drawings, they shall be placed in an inconspicuous location, away from main corridors, tiled walls, curved walls, and as approved by the design team. Drawings for all access panels shall be provided for approval. If drawings are not submitted prior to installation of items requiring access, relocation shall be the responsibility of this contractor. All cleanouts shall be coordinated with the floor finish.		Bidder understands and includes complete scope of work
39	All bidders are directed to review all disciplines of the bid documents prior to submitting a price. The drawings and specifications are complimentary and bidders' prices shall reflect all plumbing work not explicitly included in another scope of work, regardless of where it is shown on the documents.		Bidder understands and includes complete scope of work
40	Cut metal deck penetrations at framed openings in coordination with Fontaine-Dimeo schedule. All penetrations shall be protected and maintained by this contractor at the time the opening is created until the permanent material is in place and the opening is safe.		Bidder understands and includes complete scope of work
41	Plumbing Trade Contractor shall be responsible to be present during all slab on grade concrete placements to ensure underground rough-in piping does not move during the concrete pours. Contractor will be solely responsible for the final location of all plumbing rough-ins.		Bidder understands and includes complete scope of work
42	Special attention shall be taken by this Trade Contractor for review of RCP drawings. There are many instances of required layouts, layouts allowing concealed conditions, layout through access panels within decking.		Bidder understands and includes complete scope of work
43	Plumbing Contractor shall expedite submittals relating to below grade materials and roof drain system.		Bidder understands and includes complete scope of work
44	Special Attention is directed to Metering. The Plumbing Trade Contractor shall furnish and install all required metering, cabling, programming, etc. for a complete monitored system. This Trade Contractor shall lead the coordination of this work and execution of the complete system.		Bidder understands and includes complete scope of work
45	The contractor has overall responsibility for and shall provide and furnish all materials, equipment, and tools required for functional testing of gas monitoring and detection systems under their scope. This includes furnishing calibrated gas test rigs if required.		Bidder understands and includes complete scope of work
46	Provide temporary plumbing systems as outlined in the 007300 supplemental instructions to bidders.		Bidder understands and includes complete scope of work
47			
48	<b>2. General Scope Items</b>		
49		<b>Initial</b>	
50	<b>General</b>		
51	Electronic Documents, Submittals, Etc.		Bidder understands and includes complete scope of work
52	Provide PP&E, drinking water		Bidder understands and includes complete scope of work
53	Normal Work Hours 7:00 am - 3:30 pm Monday - Friday		Bidder understands and includes complete scope of work
54	Warranties commence upon substantial completion		Bidder understands and includes complete scope of work
55	Provide construction daily reports		Bidder understands and includes complete scope of work
56	CM right to assemble personnel		Bidder understands and includes complete scope of work
57	Sub responsible for coring/sleeving/penetrations		Bidder understands and includes complete scope of work
58	Material escalation included in bids		Bidder understands and includes complete scope of work

59	Multiple mobilizations, multiple crews		Bidder understands and includes complete scope of work
60	Temp Power/Facilities		Bidder understands and includes complete scope of work as described herein
61	MBE/WBE Goals-Provide % in Bid		Provide % in Bid
62	City of Worcester Workforce Goals of 38% Minority, 10% Women, and 25% Worcester Resident. Provide acknowledgement of meeting or exceeding goals at bid time.		Provide Acknowledgement of meeting or exceeding goals
63	<b>Meetings</b>		
64	Provide three week lookahead schedules		Bidder understands and includes complete scope of work
65	Kick-off meetings		Bidder understands and includes complete scope of work
66	Daily Huddle with Foreman/CM		
67	Pre-Construction Meetings		Bidder understands and includes complete scope of work
68	Weekly meetings - PM required		Bidder understands and includes complete scope of work
69	\$500 fine for missed meetings		Bidder understands and includes complete scope of work
70	<b>Safety</b>		
71	Reviewed/Comply with Site Safety Plan		Bidder understands and includes complete scope of work
72	Provide Site Specific Plan (2 copies)		Bidder understands and includes complete scope of work
73	SDS Sheets up to date (2 copies)		Bidder understands and includes complete scope of work
74	GFCI for all tools		Bidder understands and includes complete scope of work
75	Fall Protection by Subcontractors - harnesses etc.		Bidder understands and includes complete scope of work
76	6' fall protection rules		Bidder understands and includes complete scope of work
77	Non-compliance results in removal from project		Bidder understands and includes complete scope of work
78	No radios		Bidder understands and includes complete scope of work
79	<b>Payments &amp; Req's</b>		
80	Req on third Thursday of each month		Bidder understands and includes complete scope of work
81	Revised req within 3 days		Bidder understands and includes complete scope of work
82	Retainage 5%		
83	Safety (Separate line item of req. valued to be agreed upon)		Bidder understands and includes complete scope of work
84	Clean up (Separate line item of req. Value to be agreed upon)		Bidder understands and includes complete scope of work
85	<b>Change Orders</b>		
86	15% markup		Bidder understands and includes complete scope of work
87	Breakdown per instructions		Bidder understands and includes complete scope of work
88	<b>Housekeeping</b>		
89	Subcontractor owns cleanup to dumpster provided by Fontaine-Dimeo		Bidder understands and includes complete scope of work
90	Housekeeping non-compliance per supplemental instructions		Bidder understands and includes complete scope of work
91	<b>Hoisting, Staging, Unloading</b>		
92	Subcontractor owns all hoisting, staging, equipment		Bidder understands and includes complete scope of work
93	Provide manpower for delivery, distribution etc.		Bidder understands and includes complete scope of work
94	<b>Logistics</b>		
95	Parking on site - 1 foreman. All other employees shall park off site and it is the responsibility this contractor to shuttle them to the site.		Bidder understands and includes complete scope of work
96	Laydown space on site is extremely limited. Materials may need to remain on trailers, off site, until area is ready for erection. Just in time deliveries will be required. All laydown must be coordinated with the CM. This contractor shall not block access around the building or impede work of other contractors. include off-site storage at secure facility. Stored materials will be allowed with proper backup per payment procedures.		Bidder understands and includes complete scope of work
97	<b>Closeout</b>		
98	Provide docs before April 1 , 2024 For New High School		Bidder understands and includes complete scope of work
99	Provide docs before April 1 , 2025 For New Out Building		Bidder understands and includes complete scope of work
100	Commissioning		Bidder understands and includes complete scope of work
101	<b>3. Unit Prices</b>		
102			
103			
104			
105			
106			
107			
108	<b>4. MBE/WBE Participation</b>		
109	<b>Names/Trades:</b>	<b>Proposed value:</b>	
110			

111		
112		
113		
114	<b>5. Specific Scope Lead Time and Durations</b>	
115	<b>Note: At minimum, all durations and lead times must meet contract schedule included in specification section 00 73 00e.</b>	
116	Lead Time for Equipment	Weeks
117	Lead time for Shop Drawings	Weeks
118		Weeks
119		Weeks
120		Weeks
121		Weeks
122		Weeks
123		Weeks
124	<b>6. Break Out Quantities</b>	
125	<b>Quantities are informational only and not an approval of scope. Actual quantities to be provided must meet the requirements of the contract and are the responsibility of the bidder.</b>	
126	Total Manhours for on-site work	
127		
128		
129		
130	<b>7. Optional Deducts/ Value Engineering Items</b>	
131	<b>Proposed Deduct:</b>	<b>Proposed Value:</b>
132		
133		
134		
135		
136	<b>8. CM Alternates</b>	
137		
138		
139		
140		
141	<b>9. Break Out Pricing</b>	
142		
143		
144		
145		
146		
147	<b>10. BID PRICE FOR BASE BID SCOPE OF WORK</b>	
148	<b>BID PRICE:</b>	<b>\$</b>
149		
150	<b>BOND:</b>	<b>\$</b>
151		
152	<b>TOTAL:</b>	<b>\$</b>
153		

\*\*\* I certify that I read, understood, and included all provisions in my base bid \*\*\*

I have reviewed and agree to complete the project scope as outlined above and in other project documents including but not limited to 22-1 Plumbing, Drawings, Specifications, Addendum, and Supplementary Instructions to Bidders for the contract sums agreed upon below and in accordance with the project schedule.

**Bid Submitted By:** \_\_\_\_\_

**Firm:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

Date: \_\_\_\_\_

**\*\*\*NOTE\*\*\***

**ALL bids shall be valid for 90 days from date submitted.**

**ALL bidders shall attend a scope review at Fontaine-Dimeo's office if requested.**

**ALL bidders shall include this scope sheet in any subcontract executed to perform this scope of work.**

This attachment "Exhibit B" for trade contractors or "Exhibit 1" for non-trade contractors must be returned along with bidder's subcontract prior to execution of a subcontract with Fontaine-Dimeo LLC. By returning this "Exhibit B" or "Exhibit 1" along with a signed subcontract bidder certifies that they have reviewed and agree to scope of work as defined herein and furthermore as defined in the complete plans, specifications, addendum and supplementary instructions to bidders. Failure or refusal to individually initial or sign any item of work or line herein does not relieve bidder from responsibility to complete that item of work as described and understood unless said exclusion/modification is additionally initialed by an officer of Fontaine-Dimeo LLC.

Scope: 23-1 HVAC  
Bidder:  
CM: Fontaine-Dimeo  
OPM: AECOM/Tishman  
Architect: Lamoureux Pagano

Present at Scope Review:



Bid Date: \_\_\_\_\_

**Bidder Information**

Subcontractor Name: \_\_\_\_\_

Project Estimator: \_\_\_\_\_ Email: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Is your estimator able to make final decisions regarding pricing and scope? Yes \_\_\_\_\_ No \_\_\_\_\_

If not, who at your firm is able to make final decision regarding pricing and scope?

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**In addition to the scope of work listed below, contractor shall review all bid documents and include items customarily performed by subcontractor bidding on this scope of work, regardless of where work is shown/referenced.**

**Bids are to be based on the documents available on Fontaine-Dimeo's project access site, including but not limited to:**

- Drawings and specifications as prepared by Lamoureux Pagano & Associates, titled Final Bid Package, dated 1/20/22
- All addendums issued through date of bid
- Project schedule as included in the contract documents
- General Conditions of this contract
- Supplementary Instructions to Bidders
- BIM Requirements for Subcontractors
- Insurance requirements for Subcontractors
- Site Specific Safety Plan
- Phasing & Logistics Plan
- LEED Building Requirements of the Contract
- Division 0 & 1 Requirements as applicable to each trade
- Mockup Requirements

**General Inclusions – All subcontractors by submitting a bid certify that they have included general requirements including but not limited to those listed below:**

- Complete layout and engineering
- Coordination with other trades
- Cleanup to a dumpster on site including hoisting – dumpster provided by CM
- Manpower to complete work within scheduled durations
- Lifts/hoisting/staging for their work
- Additional requirements as detailed in plans, specifications, project scope
- Full-time Foreman on site
- Full-time Project Manager
- Provide a Site Specific Safety Plan
- Provide PPE for their employees to safely complete their work including vests, glasses, hard hats, etc..
- Bonds and Insurance
- Operation and Maintenance Manuals
- As-Builts maintained throughout the course of the project and final submission in AutoCAD, pdf, and hard copy format
- Cooperate with owner/CM in all testing. Bidder shall not perform testing without prior consent/approval of CM
- Comply with all relevant prevailing wage/employment laws
- Submit monthly MB/WB participation reports
- Provide weekly report on W/B work force participation

**Contractor shall acquire and pay all fees associated with permits required to complete the scope of work of this subcontract, except for the general building permit, which is provided by others. The contractor/erector shall obtain and keep up to date a Hot Works Permit with the City of Worcester Fire Department. Hot Work permits must be updated with the City every 30 days, before expiration date.**

**Subcontractors shall be responsible for work of the specification sections identified below in whole, unless it is specifically noted otherwise.**

**Bidder shall visit project site and review existing conditions.**

Detailed Scope of Work			
Specification Sections			
		Initial	
1	All Division 0 & 1 Requirements		All subcontractors shall comply with the general conditions and procedures of the project.
2	00 73 00 - Supplementary Instructions to Bidders		Bidder understands and includes complete scope of work
3	23 00 00 - HVAC		Bidder understands and includes complete scope of work
4	08 31 13- Access Doors & Panels		Furnish only where required for this scope of work
5	07 84 13- Firestopping		Bidder understands and includes complete scope of work
6	09 29 00 - Gypsum Board		Bidder understands and includes complete scope of work for acoustical sealant
7			
8	<b>1. Trade Specific Scope</b>		
9		Initial	
10	BIM coordination shall commence immediately upon award. Coordination shall be completed in multiple building areas at the same time. Shafts and underground coordination shall be prioritized so that sleeves can be incorporated into the ongoing steel detailing and foundation work.		Bidder understands and includes complete scope of work
11	Locations for slab, beam, and foundation penetrations were determined during design/pre-coordination prior. This contractor shall coordinate to the penetrations/steel as provided. Any foundation penetrations designated for this contractor, but not used by this contractor, shall be patched and sealed by this contractor. All floor penetrations shall be coordinated in sufficient time to place reinforcing in the slab where penetrations meet the requirements of the typical structural detail. All openings that require a steel frame support shall be coordinated to minimize the number of steel frames installed from below. Review bid schedule for steel erection timeline.		Bidder understands and includes complete scope of work
12	Maintain as-built drawings in the most recent version of AutoCAD, updated as-built drawings shall be a prerequisite to monthly payment and shall be made available to the OPM monthly for review of status. As-built drawings shall follow the page layout of the contract documents.		Bidder understands and includes complete scope of work
13	Subcontractor shall complete all commissioning and start up procedures in accordance with the specifications and as directed by the project team.		Bidder understands and includes complete scope of work
14	Trade contractor shall include all drilling, coring, sleeving, and cutting as necessary for installation of work of this package. Cut all floor and deck openings required to install your work. Do not leave any openings unprotected.		Bidder understands and includes complete scope of work
15	This contractor shall include all fire stopping and acoustical sealant for all work of this bid package.		Bidder understands and includes complete scope of work
16	Furnish and install seismic bracing as required by code, show on drawings, and/or noted in specs, whichever is more stringent.		Bidder understands and includes complete scope of work
17	Trade contractor shall arrange for all inspections and tests, including line tests, as required by applicable codes and engineers. Trade contractor shall notify Fontaine Bros. in advance of any such test and shall provide written documentation of all tests performed.		Bidder understands and includes complete scope of work

18	Provide submittals for any materials on or penetrating the roof and underground materials within 2 week of notice of intent.		Bidder understands and includes complete scope of work
19	Pressure test all lines and ducts as required by code and/or specifications. All testing shall be witnessed by Fontaine-Dimeo, OPM, and inspector. Provide written documentation of each test performed.		Bidder understands and includes complete scope of work
20	Provide submittals for roof top units, air handlers, and other roof top units within 4 weeks of notice of intent. Provide resubmittals on this material within 1 week of returned submittal.		Bidder understands and includes complete scope of work
21	Mechanical equipment shall be procured as quickly as possible, and shall be stored off site if necessary until required for installation.		Bidder understands and includes complete scope of work
22	Comply with IAQ Management Plan, protection of ductwork, and all other LEED requirements.		Bidder understands and includes complete scope of work
23	Provide for full building flush out per LEED requirements including filter change and documentation.		Bidder understands and includes complete scope of work
24	Subcontractor shall complete all commissioning and start up procedures in accordance with the specifications and as directed by the project team.		Bidder understands and includes complete scope of work
25	See 007300 supplementary Instructions to Bidders for temporary HVAC requirements.		Bidder understands and includes complete scope of work
26	Furnish and install all louvers on the project, including louvers connected to HVAC equipment, architectural louvers, elevator louvers, including bird screens and blank-off panels, etc.		Bidder understands and includes complete scope of work
27	Note requirements in specifications for custom colors. Color charts shall be submitted within 4 weeks of award.		Bidder understands and includes complete scope of work
28	Provide coring /sleeving for any work penetrating foundation walls and slabs after installation of foundation walls and slabs.		Bidder understands and includes complete scope of work
29	Furnish all access panels for installation by others. Shop drawings shall be issued locating all access panels for review and approval by the design team. Access panels must be labeled by this contractor with location prior to turn over for installation.		Bidder understands and includes complete scope of work
30	Obtain all permits required for work of this bid package. Note requirements for hot work permit and certification.		Bidder understands and includes complete scope of work
31	HVAC subcontractor shall ensure that HVAC system is fully operational prior to the 2023-2024 heating season as dictated by project schedule. HVAC subcontractor shall include provisions necessary to operate system during construction and deliver a fully operational and cleaned out system for occupancy including necessary filter changes etc. In the event that HVAC subcontractor fails to provide a fully operational system prior to installation of millwork and casework, HVAC subcontractor shall provide dehumidification and temperature control to ensure that building environment meets standards within those specs.		Bidder understands and includes complete scope of work
32	Warranties shall start at Substantial Completion.		Bidder understands and includes complete scope of work
33	Provide all filter changes required by specifications.		Bidder understands and includes complete scope of work
34	Furnish and install connections to food service equipment. Furnish, install and coordinate controls for equipment with plumbing, electrical, and kitchen contractors. Provide manpower to assist/work with Fontaine and Food Service vendors and manufacturers' representatives to start up and commission all equipment as well as commission life safety systems.		Bidder understands and includes complete scope of work
35	Coordinate roof curbs with CM and roofing contractor including access to curbs.		Bidder understands and includes complete scope of work

36	One classroom will be designated as a mock up classroom. Material for this room shall be delivered and installed ahead of and out of sequence with the remainder of the building. No work shall commence on site until the mockup classroom is approved.		Bidder understands and includes complete scope of work
37	Respond to all punch list and commissioning comments within 2 weeks of receipt of comments.		Bidder understands and includes complete scope of work
38	Provide detailed drawing with sizing and locations all roof and floor penetrations within 2 weeks of notice of intent.		Bidder understands and includes complete scope of work
39	Provide Shop drawings with fire dampers flagged and showing locations of duct smoke detectors for coordination with electrical requirements.		Bidder understands and includes complete scope of work
40	Comply with IAQ Management Plan, protection of ductwork, and all other LEED requirements.		Bidder understands and includes complete scope of work
41	Provide all hoisting, staging, lifts, rigging, etc. required to complete this scope of work, including crane for setting of mechanical curbs and units on roof.		Bidder understands and includes complete scope of work
42	All bidders are directed to review all disciplines of the bid documents prior to submitting a price. The drawings and specifications are complimentary and bidders' prices shall reflect all HVAC work not explicitly included in another scope of work, regardless of where it is shown on the documents.		Bidder understands and includes complete scope of work
43	Cut metal deck penetrations at framed openings in coordination with Fontaine-Dimeo schedule. All penetrations shall be protected and maintained by this contractor at the time the opening is created until the permanent material is in place and the opening is safe.		Bidder understands and includes complete scope of work
44	Provide all wall and floor flange's to close up openings of material that penetrates walls and floors.		Bidder understands and includes complete scope of work
45	Deliver roof top equipment over multiple mobilizations as required by schedule and as coordinated with the CM.		Bidder understands and includes complete scope of work
46	Provide signage on all units to meet Worcester Fire Department Standards.		Bidder understands and includes complete scope of work
47	Provide custom color for all units as noted in specifications.		Bidder understands and includes complete scope of work
48	Special attention shall be taken by this Trade Contractor for review of RCP drawings. There are many instances of required layouts, layouts allowing concealed conditions, layout through access panels within decking.		Bidder understands and includes complete scope of work
49	Special Attention is directed to Metering. The HVAC Trade Contractor shall furnish and install all required metering, cabling, programming, etc. for a complete monitored system. This Trade Contractor shall lead the coordination of this work and execution of the complete system.		Bidder understands and includes complete scope of work
50	All roof top mounted mechanical units shall be placed in coordination with steel installed under the early work packages. Units shall be shifted as necessary to minimize re-work and/or addition of support steel.		Bidder understands and includes complete scope of work
51	The contractor has overall responsibility for and shall provide and furnish all materials, equipment, and tools required for functional testing of gas monitoring and detection systems under their scope. This includes furnishing calibrated gas test rigs if required.		Bidder understands and includes complete scope of work
52	Mech/ATC is responsible for providing temporary remote monitoring for HVAC systems that are required to operate during the course of construction, if the building network is not yet available. This includes coordinating with the electrical contractor to provide temporary power as necessary.		Bidder understands and includes complete scope of work
53	Systems shall be installed so that they may be tested in different areas separately.		Bidder understands and includes complete scope of work
54			
55			
56	<b>2. General Scope Items</b>		
57		<b>Initial</b>	
58	<b>General</b>		
59	Electronic Documents, Submittals, Etc.		Bidder understands and includes complete scope of work

60	Provide PP&E, drinking water		Bidder understands and includes complete scope of work
61	Normal Work Hours 7:00 am - 3:30 pm Monday - Friday		Bidder understands and includes complete scope of work
62	Warranties commence upon substantial completion		Bidder understands and includes complete scope of work
63	Provide construction daily reports		Bidder understands and includes complete scope of work
64	CM right to assemble personnel		Bidder understands and includes complete scope of work
65	Sub responsible for coring/sleeving/penetrations		Bidder understands and includes complete scope of work
66	Material escalation included in bids		Bidder understands and includes complete scope of work
67	Multiple mobilizations, multiple crews		Bidder understands and includes complete scope of work
68	Temp Power/Facilities		Bidder understands and includes complete scope of work as described herein
69	MBE/WBE Goals-Provide % in Bid		Provide % in Bid
70	City of Worcester Workforce Goals of 38% Minority, 10% Women, and 25% Worcester Resident. Provide acknowledgement of meeting or exceeding goals at bid time.		Provide Acknowledgement of meeting or exceeding goals
71	<b>Meetings</b>		
72	Provide three week lookahead schedules		Bidder understands and includes complete scope of work
73	Kick-off meetings		Bidder understands and includes complete scope of work
74	Daily Huddle with Foreman/CM		
75	Pre-Construction Meetings		Bidder understands and includes complete scope of work
76	Weekly meetings - PM required		Bidder understands and includes complete scope of work
77	\$500 fine for missed meetings		Bidder understands and includes complete scope of work
78	<b>Safety</b>		
79	Reviewed/Comply with Site Safety Plan		Bidder understands and includes complete scope of work
80	Provide Site Specific Plan (2 copies)		Bidder understands and includes complete scope of work
81	SDS Sheets up to date (2 copies)		Bidder understands and includes complete scope of work
82	GFCI for all tools		Bidder understands and includes complete scope of work
83	Fall Protection by Subcontractors - harnesses etc.		Bidder understands and includes complete scope of work
84	6' fall protection rules		Bidder understands and includes complete scope of work
85	Non-compliance results in removal from project		Bidder understands and includes complete scope of work
86	No radios		Bidder understands and includes complete scope of work
87	<b>Payments &amp; Req's</b>		
88	Req on third Thursday of each month		Bidder understands and includes complete scope of work
89	Revised req within 3 days		Bidder understands and includes complete scope of work
90	Retainage 5%		
91	Safety (Separate line item of req. valued to be agreed upon)		Bidder understands and includes complete scope of work
92	Clean up (Separate line item of req. Value to be agreed upon)		Bidder understands and includes complete scope of work
93	<b>Change Orders</b>		
94	15% markup		Bidder understands and includes complete scope of work
95	Breakdown per instructions		Bidder understands and includes complete scope of work
96	<b>Housekeeping</b>		
97	Subcontractor owns cleanup to dumpster provided by Fontaine-Dimeo		Bidder understands and includes complete scope of work
98	Housekeeping non-compliance per supplemental instructions		Bidder understands and includes complete scope of work
99	<b>Hoisting, Staging, Unloading</b>		
100	Subcontractor owns all hoisting, staging, equipment		Bidder understands and includes complete scope of work
101	Provide manpower for delivery, distribution etc.		Bidder understands and includes complete scope of work
102	<b>Logistics</b>		
103	Parking on site - 1 foreman. All other employees shall park off site and it is the responsibility this contractor to shuttle them to the site.		Bidder understands and includes complete scope of work
104	Laydown space on site is extremely limited. Materials may need to remain on trailers, off site, until area is ready for erection. Just in time deliveries will be required. All laydown must be coordinated with the CM. This contractor shall not block access around the building or impede work of other contractors. include off-site storage at secure facility. Stored materials will be allowed with proper backup per payment procedures.		Bidder understands and includes complete scope of work
105	<b>Closeout</b>		
106	Provide docs before April 1 , 2024 For New High School		Bidder understands and includes complete scope of work
107	Provide docs before April 1 , 2025 For New Out Building		Bidder understands and includes complete scope of work
108	Commissioning		
109	<b>3. Unit Prices</b>		
110			
111			

112		
113		
114		
115		
116	<b>4. MBE/WBE Participation</b>	
117	<b>Names/Trades:</b>	<b>Proposed value:</b>
118		
119		
120		
121		
122	<b>5. Specific Scope Lead Time and Durations</b>	
123	<b>Note: At minimum, all durations and lead times must meet contract schedule included in specification section 00 73 00e.</b>	
124	Lead Time for Equipment	Weeks
125	Lead time for Shop Drawings	Weeks
126		Weeks
127		Weeks
128		Weeks
129		Weeks
130		Weeks
131		Weeks
132	<b>6. Break Out Quantities</b>	
133	<b>Quantities are informational only and not an approval of scope. Actual quantities to be provided must meet the requirements of the contract and are the responsibility of the bidder.</b>	
134	Total Manhours for on-site work	
135		
136		
137		
138	<b>7. Optional Deducts/ Value Engineering Items</b>	
139	<b>Proposed Deduct:</b>	<b>Proposed Value:</b>
140		
141		
142		
143		
144	<b>8. CM Alternates</b>	
145		
146		
147		
148		
149	<b>9. Break Out Pricing</b>	
150		
151		
152		
153		
154		
155	<b>10. BID PRICE FOR BASE BID SCOPE OF WORK</b>	
156	<b>BID PRICE:</b>	\$
157		
158	<b>BOND:</b>	\$
159		
160	<b>TOTAL:</b>	\$
161		

\*\*\* I certify that I read, understood, and included all provisions in my base bid \*\*\*

I have reviewed and agree to complete the project scope as outlined above and in other project documents including but not limited to 23-1 HVAC, Drawings, Specifications, Addendum, and Supplementary Instructions to Bidders for the contract sums agreed upon below and in accordance with the project schedule.

Bid Submitted By: \_\_\_\_\_

Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**\*\*\*NOTE\*\*\***

**ALL bids shall be valid for 90 days from date submitted.**

**ALL bidders shall attend a scope review at Fontaine-Dimeo's office if requested.**

**ALL bidders shall include this scope sheet in any subcontract executed to perform this scope of work.**

This attachment "Exhibit B" for trade contractors or "Exhibit 1" for non-trade contractors must be returned along with bidder's subcontract prior to execution of a subcontract with Fontaine-Dimeo LLC. By returning this "Exhibit B" or "Exhibit 1" along with a signed subcontract bidder certifies that they have reviewed and agree to scope of work as defined herein and furthermore as defined in the complete plans, specifications, addendum and supplementary instructions to bidders. Failure or refusal to individually initial or sign any item of work or line herein does not relieve bidder from responsibility to complete that item of work as described and understood unless said exclusion/modification is additionally initialed by an officer of Fontaine-Dimeo LLC.

Scope: **26-1 Electrical**  
Bidder:  
CM: Fontaine-Dimeo  
OPM: AECOM/Tishman  
Architect: Lamoureux Pagano

Present at Scope Review:



Bid Date: \_\_\_\_\_

**Bidder Information**

Subcontractor Name: \_\_\_\_\_

Project Estimator: \_\_\_\_\_ Email: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Is your estimator able to make final decisions regarding pricing and scope? Yes \_\_\_\_\_ No \_\_\_\_\_

If not, who at your firm is able to make final decision regarding pricing and scope?

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**In addition to the scope of work listed below, contractor shall review all bid documents and include items customarily performed by subcontractor bidding on this scope of work, regardless of where work is shown/referenced.**

**Bids are to be based on the documents available on Fontaine-Dimeo's project access site, including but not limited to:**

- Drawings and specifications as prepared by Lamoureux Pagano & Associates, titled Final Bid Package, dated 1/20/22
- All addendums issued through date of bid
- Project schedule as included in the contract documents
- General Conditions of this contract
- Supplementary Instructions to Bidders
- BIM Requirements for Subcontractors
- Insurance requirements for Subcontractors
- Site Specific Safety Plan
- Phasing & Logistics Plan
- LEED Building Requirements of the Contract
- Division 0 & 1 Requirements as applicable to each trade
- Mockup Requirements

**General Inclusions – All subcontractors by submitting a bid certify that they have included general requirements including but not limited to those listed below:**

- Complete layout and engineering
- Coordination with other trades
- Cleanup to a dumpster on site including hoisting – dumpster provided by CM
- Manpower to complete work within scheduled durations
- Lifts/hoisting/staging for their work
- Additional requirements as detailed in plans, specifications, project scope
- Full-time Foreman on site
- Full-time Project Manager
- Provide a Site Specific Safety Plan
- Provide PPE for their employees to safely complete their work including vests, glasses, hard hats, etc..
- Bonds and Insurance
- Operation and Maintenance Manuals
- As-Builts maintained throughout the course of the project and final submission in AutoCAD, pdf, and hard copy format
- Cooperate with owner/CM in all testing. Bidder shall not perform testing without prior consent/approval of CM
- Comply with all relevant prevailing wage/employment laws
- Submit monthly MB/WB participation reports
- Provide weekly report on W/B work force participation

**Contractor shall acquire and pay all fees associated with permits required to complete the scope of work of this subcontract, except for the general building permit, which is provided by others. The contractor/erector shall obtain and keep up to date a Hot Works Permit with the City of Worcester Fire Department. Hot Work permits must be updated with the City every 30 days, before expiration date.**

**Subcontractors shall be responsible for work of the specification sections identified below in whole, unless it is specifically noted otherwise.**

**Bidder shall visit project site and review existing conditions.**

Detailed Scope of Work			
Specification Sections			
		Initial	
1	All Division 0 & 1 Requirements		All subcontractors shall comply with the general conditions and procedures of the project.
2	00 73 00 - Supplementary Instructions to Bidders		Bidder understands and includes complete scope of work
3	Division 260000, 270000, 280000		Bidder understands and includes complete scope of work
4	08 31 13- Access Doors & Panels		Furnish only where required for this scope of work
5	07 84 13- Firestopping		Bidder understands and includes complete scope of work
6	09 29 00 - Gypsum Board		Bidder understands and includes complete scope of work for acoustical
7			
8	<b>1. Trade Specific Scope</b>		
9		Initial	
10	BIM coordination shall commence immediately upon award. Coordination shall be completed in multiple building areas at the same time. Shafts and underground coordination shall be prioritized so that sleeves can be incorporated into the ongoing steel detailing and foundation work.		Bidder understands and includes complete scope of work
11	Locations for slab, beam, and foundation penetrations were determined during design/pre-coordination prior. This contractor shall coordinate to the penetrations/steel as provided. Any foundation penetrations designated for this contractor, but not used by this contractor, shall be patched and sealed by this contractor. All floor penetrations shall be coordinated in sufficient time to place reinforcing in the slab where penetrations meet the requirements of the typical structural detail. All openings that require a steel frame support shall be coordinated to minimize the number of steel frames installed from below. Review bid schedule for steel erection timeline.		Bidder understands and includes complete scope of work
12	Cut metal deck penetrations at framed openings in coordination with Fontaine-Dimeo schedule. All penetrations shall be protected and maintained by this contractor at the time the opening is created until the permanent material is in place and the opening is safe.		Bidder understands and includes complete scope of work
12	Maintain as-built drawings in the most recent version of AutoCAD, updated as-built drawings shall be a prerequisite to monthly payment and shall be made available to the OPM monthly for review of status. As-built drawings shall follow the page layout of the contract documents.		Bidder understands and includes complete scope of work
13	Subcontractor shall complete all commissioning and start up procedures in accordance with the specifications and as directed by the project team.		Bidder understands and includes complete scope of work
14	Trade contractor shall include all drilling, coring, sleeving, and cutting as necessary for installation of work of this package. Cut all floor and deck openings required to install your work. Do not leave any openings unprotected.		Bidder understands and includes complete scope of work
15	This contractor shall include all fire stopping and acoustical sealant for all work of this bid package.		Bidder understands and includes complete scope of work
16	Furnish and install seismic bracing as required by code, show on drawings, and/or noted in specs, whichever is more stringent.		Bidder understands and includes complete scope of work

17	See 007300 Supplementary Instructions to Bidders for scope of temporary electrical work.		Bidder understands and includes complete scope of work
18	Trade contractor shall arrange for all inspections and tests, including line tests, as required by applicable codes and engineers. Trade contractor shall notify Fontaine Bros. in advance of any such test and shall provide written documentation of all tests performed.		Bidder understands and includes complete scope of work
19	Provide submittals for any materials on or penetrating the roof and underground materials within 2 week of notice of intent.		Bidder understands and includes complete scope of work
20	Note requirements in specifications for custom colors. A minimum of 3 copies of all color charts shall be submitted within 4 weeks of award.		Bidder understands and includes complete scope of work
21	Furnish all access panels for installation by others. Shop drawings shall be issued locating all access panels for review and approval by the design team.		Bidder understands and includes complete scope of work
22	Obtain all permits required for work of this bid package. Note requirements for hot work permit and certification.		Bidder understands and includes complete scope of work
23	Warranties shall start at Substantial Completion.		Bidder understands and includes complete scope of work
24	This contractor shall coordinate New Utility Poles, Installation of new Transformers, and power connections with National Grid. Coordinate from overhead at the street to the connections and turn on of the Transformers.		Bidder understands and includes complete scope of work
25	Furnish and install precast light pole bases. Excavation and backfill by others.		Bidder understands and includes complete scope of work
26	Furnish and install sports lighting system including precast base.		Bidder understands and includes complete scope of work
27	Coordinate and provide all electrical work shown on the food service drawings. Coordinate tie in from Ansul/BMS system to fire alarm.		Bidder understands and includes complete scope of work
28	Connect and terminate heat tracing and related controls provided by others		Bidder understands and includes complete scope of work
29	Install underground electrical service shown on the contract documents. Coordinate installation and connection to equipment outside the building with the Site Contractor.		Bidder understands and includes complete scope of work
30	Provide a full tank of fuel for the generator to accommodate testing. Upon completion of testing, refill generator tank to full.		Bidder understands and includes complete scope of work
31	Provide all lighting shown on architectural and electrical lighting plans. If a conflict exists between the two sets of documents, provide the items of greater quantity or greater value. Notify the CM of any conflicts.		Bidder understands and includes complete scope of work
32	Provide all temp lighting and power required by OSHA. Remove all temporary electric as directed by the CM.		Bidder understands and includes complete scope of work
33	Furnish and install connections to food service equipment. Coordinate controls for equipment with plumbing, HVAC, kitchen contractors. Provide manpower to assist/work with Fontaine and Food Service vendors and manufacturers' representatives to start up and commission all equipment as well as commission life safety systems.		Bidder understands and includes complete scope of work
34	Install temp. power and lighting in a way to minimize patching after it is removed.		Bidder understands and includes complete scope of work
35	One classroom will be designated as a mock up classroom. Material for this room shall be delivered and installed ahead of and out of sequence with the remainder of the building. No work shall commence on site until the mockup classroom is approved.		Bidder understands and includes complete scope of work
36	Systems shall be installed so that they may be tested in different areas separately.		Bidder understands and includes complete scope of work

37	Respond to all field reports and commissioning comments within 2 weeks of receipt of comments.		Bidder understands and includes complete scope of work
38	Provide all submittals within four weeks of execution of subcontract. Long lead items shall be top priority for submission.		Bidder understands and includes complete scope of work
39	Subcontractor shall provide labor, material, and connections to provide power to all systems requiring power shown on plans, even if wiring is not specifically shown on the electrical plans.		Bidder understands and includes complete scope of work
40	Subcontractor shall furnish and install low voltage wiring as required for window shades, gymnasium equipment, curtains and rigging, food service equipment, overhead doors, sensors, and controls, and similar equipment furnished and installed by others that requires low voltage wiring to and from controls or at other connection points.		Bidder understands and includes complete scope of work
41	Subcontractor responsible for all precast and prefabricated equipment pads/bases & bases related to Electrical work.		Bidder understands and includes complete scope of work
42	Continuously maintain all conduit penetrations into finished spaces so that there is no water infiltration into the building. All penetrations must be sealed at all stages of construction.		Bidder understands and includes complete scope of work
43	All bidders are directed to review all disciplines of the bid documents prior to submitting a price. The drawings and specifications are complimentary and bidders' prices shall reflect all Electrical work not explicitly included in another scope of work, regardless of where it is shown on the documents.		Bidder understands and includes complete scope of work
44	Floor boxes shall be installed as flooring is placed, not in one mobilization. Work in tandem/coordination with flooring contractor.		Bidder understands and includes complete scope of work
45	Poke Thru Devices and/or Floor Assemblies shall be furnished and install by the Electrical Trade Contractor, including all necessary coring, floor repair, patching, grouting, fire stopping, etc. for a complete installation. Poke throughs will be installed out of sequence with all other work.		Bidder understands and includes complete scope of work
46	Special attention shall be taken by this Trade Contractor for review of RCP drawings. There are many instances of required layouts, layouts allowing concealed conditions, layout through access panels within decking. Coordinate and bring to the CM/Design Team's notice any areas where reflected ceiling plans differ in layout or conflicts.		Bidder understands and includes complete scope of work
47	Provide energized permanent light fixtures for final painting.		Bidder understands and includes complete scope of work
48	Special Attention for items within Specification Divisions 8, 10, 11 and 12 for Power requirements. Regardless of whether or not such power requirements are shown, they shall be furnished and installed by the Electrical Trade Contractor.		Bidder understands and includes complete scope of work
49	Underslab Excavation Responsibilities: Excavation and backfilling for underslab electrical will be provided by others only for underground electrical work shown on the electrical underground conduit drawings. The Electrical Trade Contractor shall be responsible for excavation and backfill work for all underslab or underground electrical work not shown or explicitly depicted as underslab or underground work on the electrical drawings. Penetrations for underground electrical conduit through N line are located underground south of N line and approximately 14' above finished slab north of N line. It is the responsibility of this contractor to route conduit after the N line penetrations.		Bidder understands and includes complete scope of work
50	The contractor has overall responsibility for and shall provide and furnish all materials, equipment, and tools required for functional testing of gas monitoring and detection systems under their scope. This includes furnishing calibrated gas test rigs if required.		Bidder understands and includes complete scope of work

51	The Electrical contractor is responsible for hiring a licensed plumber to complete any required piping connections for the generator, fuel polisher, etc.		Bidder understands and includes complete scope of work
52	Three electrical vaults were furnished and installed during the early site work in the east access road. Vaults do not have any penetrations. All penetrations shall be cored and sealed by this contractor.		Bidder understands and includes complete scope of work
53	After inspection of the fire alarm by the Worcester Fire Department, include 6 additional visits and fire alarm system reprogramming to meet the requirements of the AHJ.		Bidder understands and includes complete scope of work
54			
55	<b>2. General Scope Items</b>		
56		<b>Initial</b>	
57	<b>General</b>		
58	Electronic Documents, Submittals, Etc.		Bidder understands and includes complete scope of work
59	Provide PP&E, drinking water		Bidder understands and includes complete scope of work
60	Normal Work Hours 7:00 am - 3:30 pm Monday - Friday		Bidder understands and includes complete scope of work
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69	City of Worcester Workforce Goals of 38% Minority, 10% Women, and 25% Worcester Resident. Provide acknowledgement of meeting or exceeding goals at bid time.		Provide Acknowledgement of meeting or exceeding goals
70	<b>Meetings</b>		
71	Provide three week lookahead schedules		Bidder understands and includes complete scope of work
72	Kick-off meetings		Bidder understands and includes complete scope of work
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95	<b>Housekeeping</b>		
96	Subcontractor owns cleanup to dumpster provided by Fontaine-Dimeo		Bidder understands and includes complete scope of work
97	Housekeeping non-compliance per supplemental instructions		Bidder understands and includes complete scope of work
98	<b>Hoisting, Staging, Unloading</b>		
99	Subcontractor owns all hoisting, staging, equipment		Bidder understands and includes complete scope of work
100	Provide manpower for delivery, distribution etc.		Bidder understands and includes complete scope of work
101	<b>Logistics</b>		
102	Parking on site - 1 foreman. All other employees shall park off site and it is the responsibility this contractor to shuttle them to the site.		Bidder understands and includes complete scope of work

103	Laydown space on site is extremely limited. Materials may need to remain on trailers, off site, until area is ready for erection. Just in time deliveries will be required. All laydown must be coordinated with the CM. This contractor shall not block access around the building or impede work of other contractors. include off-site storage at secure facility. Stored materials will be allowed with proper backup per payment procedures.		Bidder understands and includes complete scope of work
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105	Provide docs before April 1 , 2024 For New High School		Bidder understands and includes complete scope of work
106	Provide docs before April 1 , 2025 For New Out Building		Bidder understands and includes complete scope of work
107	Commissioning		
108	<b>3. Unit Prices</b>		
109			
110			
111			
112			
113			
114			
115	<b>4. MBE/WBE Participation</b>		
116	<b>Names/Trades:</b>	<b>Proposed value:</b>	
117			
118			
119			
120			
121	<b>5. Specific Scope Lead Time and Durations</b>		
122	<b>Note: At minimum, all durations and lead times must meet contract schedule included in specification section 00 73 00e.</b>		
123	Lead Time for Equipment		Weeks
124	Lead time for Shop Drawings		Weeks
125			Weeks
126			Weeks
127			Weeks
128			Weeks
129			Weeks
130			Weeks
131	<b>6. Break Out Quantities</b>		
132	<b>Quantities are informational only and not an approval of scope. Actual quantities to be provided must meet the requirements of the contract and are the responsibility of the bidder.</b>		
133	Total Manhours for on-site work		
134			
135			
136			
137	<b>7. Optional Deducts/ Value Engineering Items</b>		
138	<b>Proposed Deduct:</b>	<b>Proposed Value:</b>	
139			
140			
141			
142			
143	<b>8. CM Alternates</b>		
144			
145			
146			
147			
148	<b>9. Break Out Pricing</b>		
149			
150			
151			
152			
153			
154	<b>10. BID PRICE FOR BASE BID SCOPE OF WORK</b>		
155	<b>BID PRICE:</b>	\$	
156			
157	<b>BOND:</b>	\$	
158			

159		TOTAL:	\$
160			

\*\*\* I certify that I read, understood, and included all provisions in my base bid \*\*\*

I have reviewed and agree to complete the project scope as outlined above and in other project documents including but not limited to 26-1 Electrical, Drawings, Specifications, Addendum, and Supplementary Instructions to Bidders for the contract sums agreed upon below and in accordance with the project schedule.

**Bid Submitted By:** \_\_\_\_\_

**Firm:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**\*\*\*NOTE\*\*\***

- ALL bids shall be valid for 90 days from date submitted.**
- ALL bidders shall attend a scope review at Fontaine-Dimeo's office if requested.**
- ALL bidders shall include this scope sheet in any subcontract executed to perform this scope of work.**

This attachment "Exhibit B" for trade contractors or "Exhibit 1" for non-trade contractors must be returned along with bidder's subcontract prior to execution of a subcontract with Fontaine-Dimeo LLC. By returning this "Exhibit B" or "Exhibit 1" along with a signed subcontract bidder certifies that they have reviewed and agree to scope of work as defined herein and furthermore as defined in the complete plans, specifications, addendum and supplementary instructions to bidders. Failure or refusal to individually initial or sign any item of work or line herein does not relieve bidder from responsibility to complete that item of work as described and understood unless said exclusion/modification is additionally initialed by an officer of Fontaine-Dimeo LLC.

THE COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF REVENUE  
DETERMINATIONS BUREAU

EXEMPT PURCHASER CERTIFICATE

MASSACHUSETTS DEPARTMENT OF REVENUE  
CERTIFICATE OF EXEMPTION



Certification is hereby made that the organization herein named is an exempt purchaser under General Laws, Chapter 64H, Sections 8(d) and (e). All purchases of tangible personal property by this organization are exempt from taxation under said chapter to the extent that such property is used in the conduct of the business of the purchaser. Any abuse or misuse of this certificate by any tax exempt organization or any unauthorized use of this certificate by any individual constitutes a serious violation and will lead to revocation. Willful misuse of this Certificate of Exemption is subject to criminal sanctions of up to 1 year in prison and \$10,000 (\$50,000 for corporations) in fines.

PLEASE  
COMPLETE  
THIS  
SECTION

NAME	City of Worcester		
ADDRESS	455 Main Street		
CITY	Worcester	STATE	MA. ZIP 01608

EXEMPTION NUMBER 046-001-418  
 ISSUE DATE 1/02/90  
 CERTIFICATE EXPIRES ON None

NOT ASSIGNABLE OR TRANSFERABLE

COMMISSIONER OF REVENUE

Purchased from \_\_\_\_\_

Description of Property to be Purchased All items purchased by the City of Worcester which are covered by City of Worcester purchase orders.

Signed Under the Pains and Penalties of Perjury

Dated JULY 5 19 92

Signature Thomas F. Rohler

By (title) Treasurer

Check Applicable Box  Single Purchase Certificate  Blanket Certificate

INSTRUCTIONS FOR USE OF EXEMPT PURCHASER CERTIFICATE

Sales to the United States, the Commonwealth or to any political subdivision thereof or to their respective agencies are exempt.

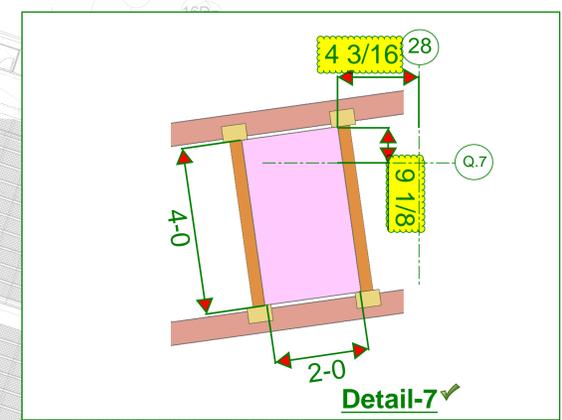
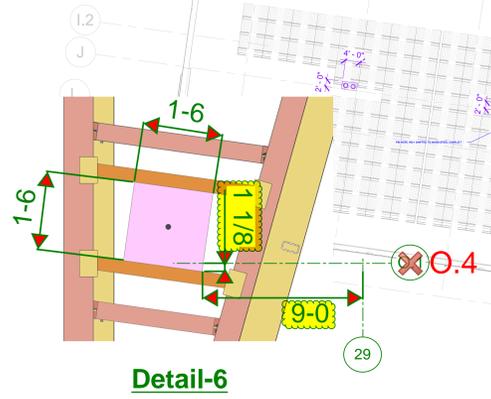
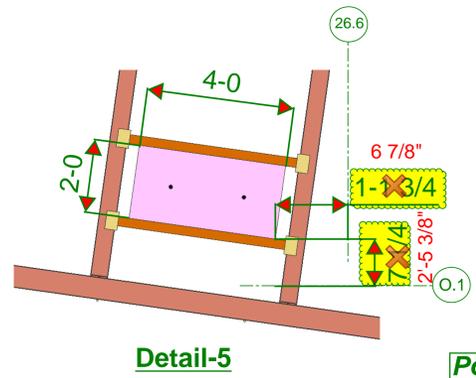
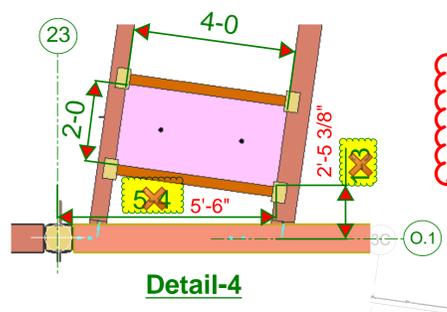
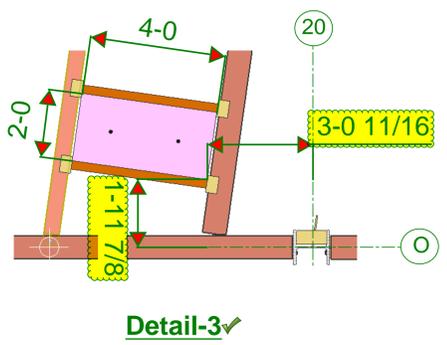
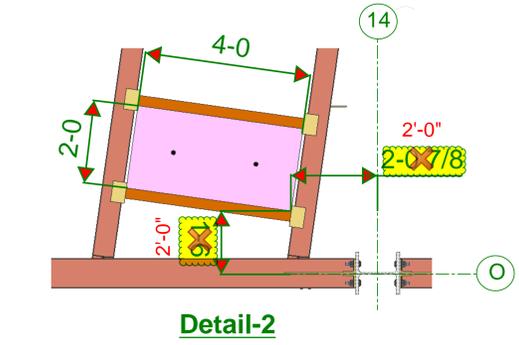
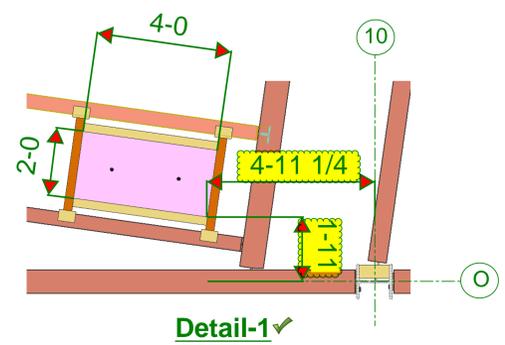
Sales to any Corporation, Foundation, Organization or Institution which is exempt from taxation under the provisions of §501 (c)(3) of the U. S. Internal Revenue Code, as amended and in effect for the applicable period, are exempt from tax provided that:

- A. The tangible personal property which is subject to such Sales Tax is used in the conduct of such Organization or Agency;
- B. The Organization or Agency shall have obtained: a Certificate of Exemption (Form ST-2) from the Commissioner of Revenue certifying that it is entitled to exemption and shall attach a photocopy of such form (ST-2) hereto;
- C. The Vendor must retain a copy of Form ST-5 accompanied by Form ST-2 as are other tax records. See Record Retention Regulation 830 CMR 62C.24

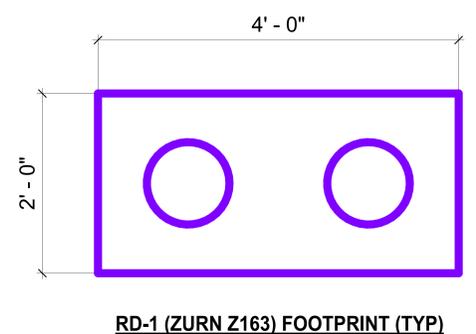
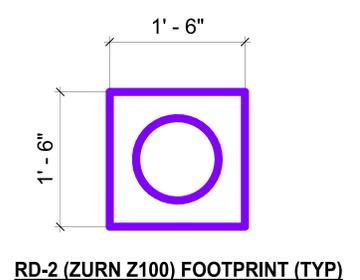




**GENERAL NOTES**  
 1. ROOF DRAIN FOOTPRINT SIZES ARE BASED UPON THE SPECIFIED BASIS OF DESIGN ROOF DRAIN  
 2. ROOF DRAIN LOCATIONS ARE COORDINATED THOSE GIVEN WITHIN REVIT MODEL NAMED "1904D\_Doherty\_Mech\_Progress\_12-2-21.rvt" AND "1904D\_Arch.rvt" SHARED WITH FONTAINE BROS. ON 12/3/21



**Point #1:** [Yellow cloud]  
 We've updated RD/OD to avoid interferes, please confirm clouded dimensions/details.

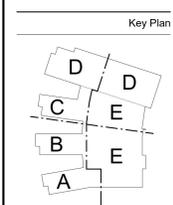


**MECHANICAL COORDINATION**

DATE	PROJECT	
	Doherty Memorial High School	
	Project Status	
	Enter address here	
	DRAWING TITLE	
	ROOF DRAIN COORDINATION	
	Locus Map	
	True North	
	Key Plan	
	REVISIONS	
No.	Description	Date
1	FBI Coordination	12/21/21
2	RFI 118 & FBI Coordination	12/29/21
3	LPA Comments	12/10/21

**PROJECT**  
 Project Status  
 Doherty Memorial High School  
 Enter address here  
**DRAWING TITLE**  
 ROOF DRAIN COORDINATION

**ROOF DRAIN COORDINATION**



**REVISIONS**

No.	Description	Date
1	FBI Coordination	12/21/21
2	RFI 118 & FBI Coordination	12/29/21
3	LPA Comments	12/10/21

**FILE:**  
 JOB NO:  
 SCALE:  
 DWN. BY:  
 CKD. BY:  
 DATE:

**SK-191B**  
 Page 1 of 3  
 Dec 14 2021

**Seq # 56-68 & 87-119**  
**Area-E1 & E2**

**RD-00**

2. ROOF DRAIN FOOTPRINTS (TYP)  
 1 1/2" = 1'-0"

1. Roof Plan  
 1/16" = 1'-0"

ARCHITECT'S STAMP

CONSULTANT

**BOLTON & MARTINO, INC.**  
 CONSULTING STRUCTURAL ENGINEERS  
 100 GROVE STREET, WORCESTER, MA  
 P. 508.756.8972

CONSULTANT'S STAMP



OWNER



**Worcester Public Schools**  
 Worcester, MA

PROJECT

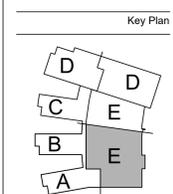
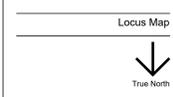
90% CD, FOUNDATION & EARLY  
 STRUCTURAL BID PKG #3

**Doherty Memorial  
 High School**

299 Highland Street, Worcester, MA 01602

DRAWING TITLE

**Level 3  
 Framing Plan  
 Section E**

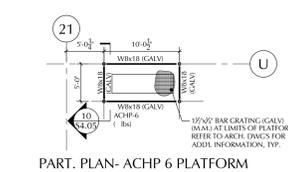
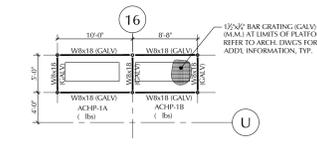
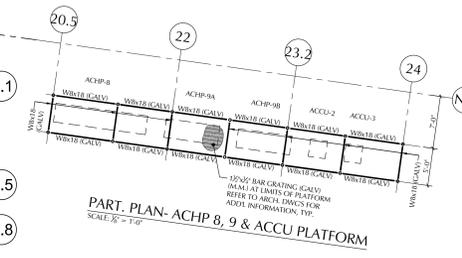


REVISIONS

No.	Description	Date

FILE: #1904  
 JOB NO: #1904  
 SCALE: 1/8" = 1'-0"  
 DWN BY: CJT  
 CRD BY: BDI  
 DATE: October 21, 2021

**S3.12**



- ROOF NOTES:**
- REFER TO DRAWINGS S1.1, S1.2 & S1.3 FOR TYPICAL DETAILS AND GENERAL NOTES.
  - TST = TOP OF STRUCTURAL STEEL BOTTOM OF METAL DECK.
  - INDICATES VERIFIED NUMBER.
  - C.C. COORDINATE ALL ROOF TOP LOCATIONS AND DIMENSIONS. VERIFY UNIT HEADINGS DO NOT EXCEED DESIGN WEIGHTS AS SHOWN ON PLANS.
  - INDICATES FULL CAPACITY MOMENT CONNECTION.

- LEVEL 3 NOTES:**
- REFER TO DRAWINGS S1.1, S1.2 & S1.3 FOR TYPICAL DETAILS AND GENERAL NOTES.
  - 6\"/>
  - 6\"/>
  - 6\"/>
  - 6\"/>
  - INDICATES FULL CAPACITY MOMENT CONNECTION.

**SK-191B**  
 Page 2 of 3  
 Dec 14 2021

ARCHITECT'S STAMP

CONSULTANT

BOLTON & DMARTINO, INC.  
 CONSULTING STRUCTURAL ENGINEERS  
 100 GROVE STREET, WORCESTER, MA  
 P. 508.758.9072

CONSULTANT'S STAMP



OWNER



Worcester Public Schools  
 Worcester, MA

PROJECT

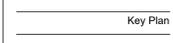
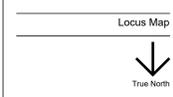
90% CD, FOUNDATION & EARLY  
 STRUCTURAL BID PKG #3

Doherty Memorial  
 High School

299 Highland Street, Worcester, MA 01602

DRAWING TITLE

**Level 2  
 Framing Plan  
 Section E**

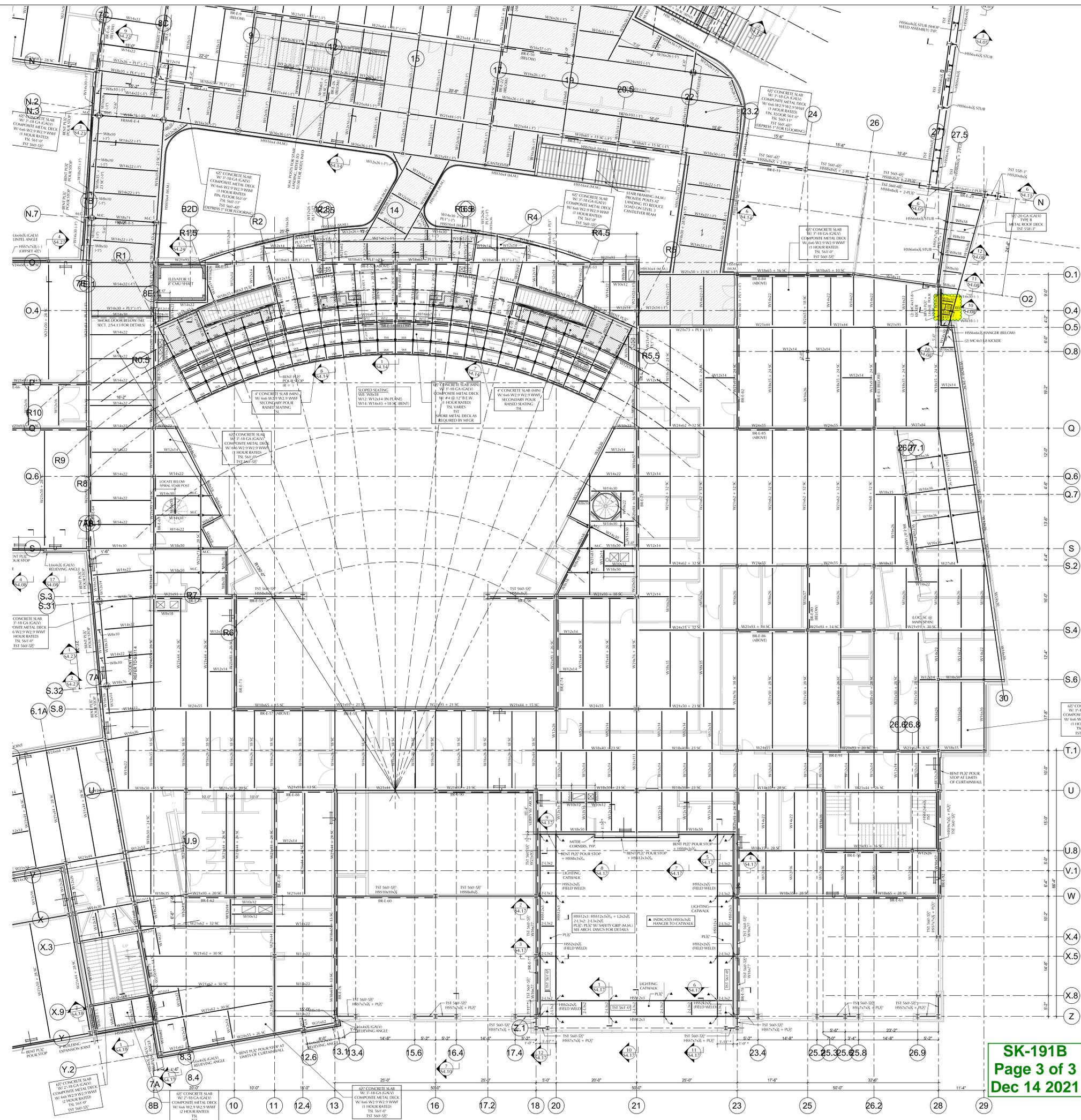


REVISIONS

No.	Description	Date

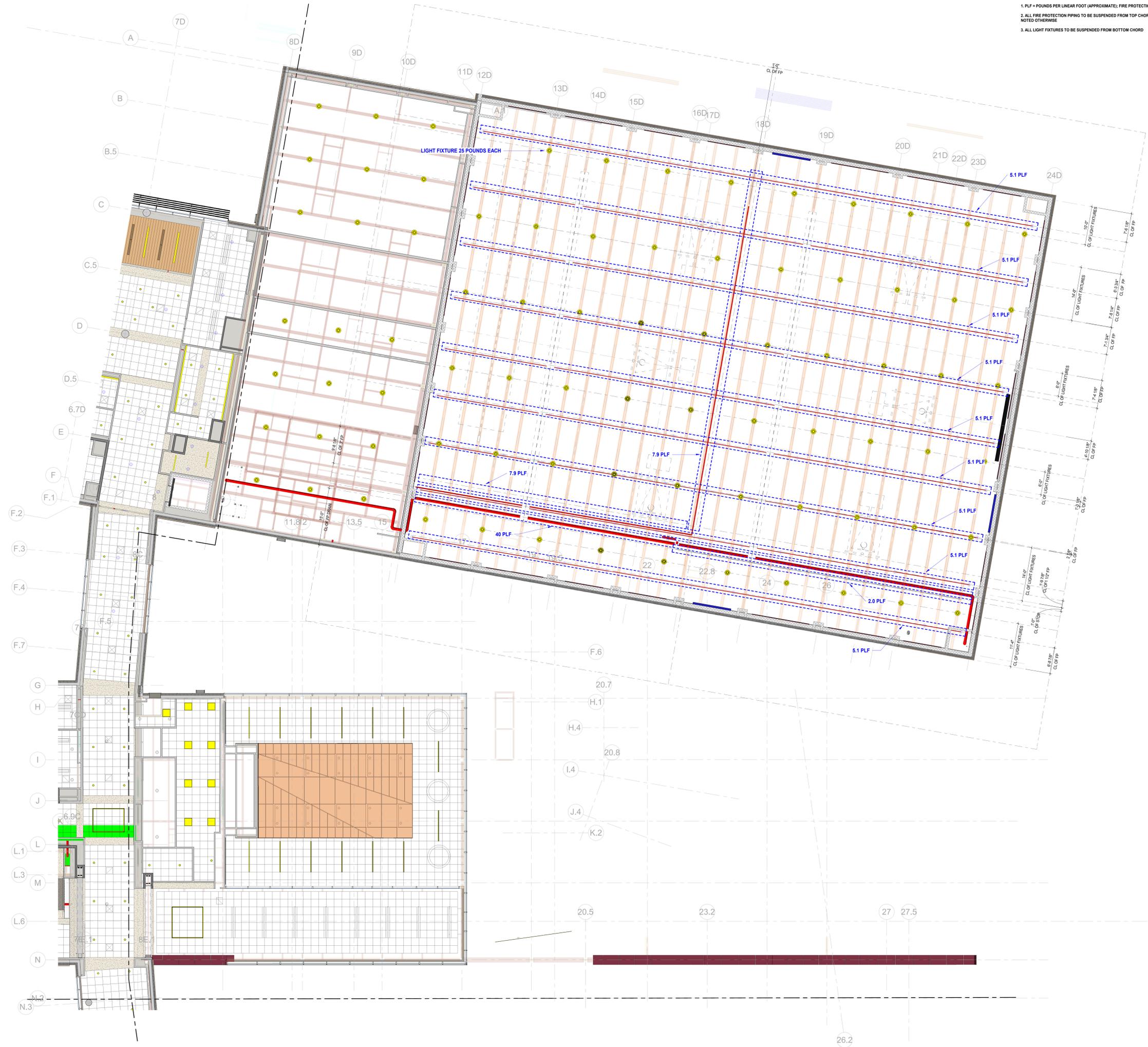
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 JOB NO: #1904  
 SCALE: 1/8" = 1'-0"  
 DWN BY: CJT  
 CRD BY: BDI  
 DATE: October 21, 2021

**S3.08**





**GENERAL NOTES**  
 1. PLF = POUNDS PER LINEAR FOOT (APPROXIMATE); FIRE PROTECTION WEIGHT INCLUDES WATER  
 2. ALL FIRE PROTECTION PIPING TO BE SUSPENDED FROM TOP CHORD OF EVERY JOIST UNLESS NOTED OTHERWISE  
 3. ALL LIGHT FIXTURES TO BE SUSPENDED FROM BOTTOM CHORD



**MECHANICAL COORDINATION**

DATE	PROJECT
	90% CD, FOUNDATION & EARLY STRUCTURAL BID PKG #3
	Doherty Memorial High School
	299 Highland Street, Worcester, MA 01602
	DRAWING TITLE
	GYM JOIST COORDINATION (SPRINKLER & ELECTRICAL)
	Locus Map
	True North
	Key Plan
	REVISIONS
	No. Description Date
	1 COORDINATION W LPA 1/10/22
	FILE: M.8
	JOB NO:
	SCALE: 1/8" = 1'-0"
	DWN. BY: FBI
	CKD. BY: FBI
	DATE: DECEMBER 15 2021
	<b>JOIST-01</b>

MECHANICAL COORDINATION	PROJECT
<ul style="list-style-type: none"> <li><span style="color: green;">●</span> HVAC DUCT</li> <li><span style="color: cyan;">●</span> HVAC PIPE</li> <li><span style="color: magenta;">●</span> PLUMBING</li> <li><span style="color: blue;">●</span> ELECTRICAL</li> <li><span style="color: red;">●</span> SPRINKLER</li> <li><span style="color: black;">○</span> OTHER</li> </ul>	90% CD, FOUNDATION & EARLY STRUCTURAL BID PKG #3
	Doherty Memorial High School
	299 Highland Street, Worcester, MA 01602
	DRAWING TITLE
	GYM JOIST COORDINATION (SPRINKLER & ELECTRICAL)
	Locus Map
	True North
	Key Plan
	REVISIONS
	No. Description Date
	1 COORDINATION W LPA 1/10/22
	FILE: M.8
	JOB NO:
	SCALE: 1/8" = 1'-0"
	DWN. BY: FBI
	CKD. BY: FBI
	DATE: DECEMBER 15 2021
	<b>JOIST-01</b>

**MECHANICAL COORDINATION**

● HVAC DUCT  
● HVAC PIPE  
● PLUMBING  
● ELECTRICAL  
● SPRINKLER  
○ OTHER

**PROJECT**

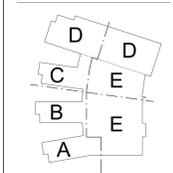
90% CD, FOUNDATION & EARLY STRUCTURAL BID PKG #3

Doherty Memorial High School

299 Highland Street, Worcester, MA 01602

DRAWING TITLE

GYM JOIST COORDINATION (SPRINKLER & ELECTRICAL)



**REVISIONS**

No.	Description	Date
1	COORDINATION W LPA	1/10/22

FILE: M.8

JOB NO:

SCALE: 1/8" = 1'-0"

DWN. BY: FBI

CKD. BY: FBI

DATE: DECEMBER 15 2021

MECHANICAL COORDINATION

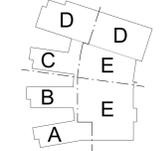
●	●	●	●	●	○
HVAC DUCT	HVAC PIPE	PLUMBING	ELECTRICAL	SPRINKLER	OTHER

90% CD, FOUNDATION & EARLY STRUCTURAL BID PKG #3

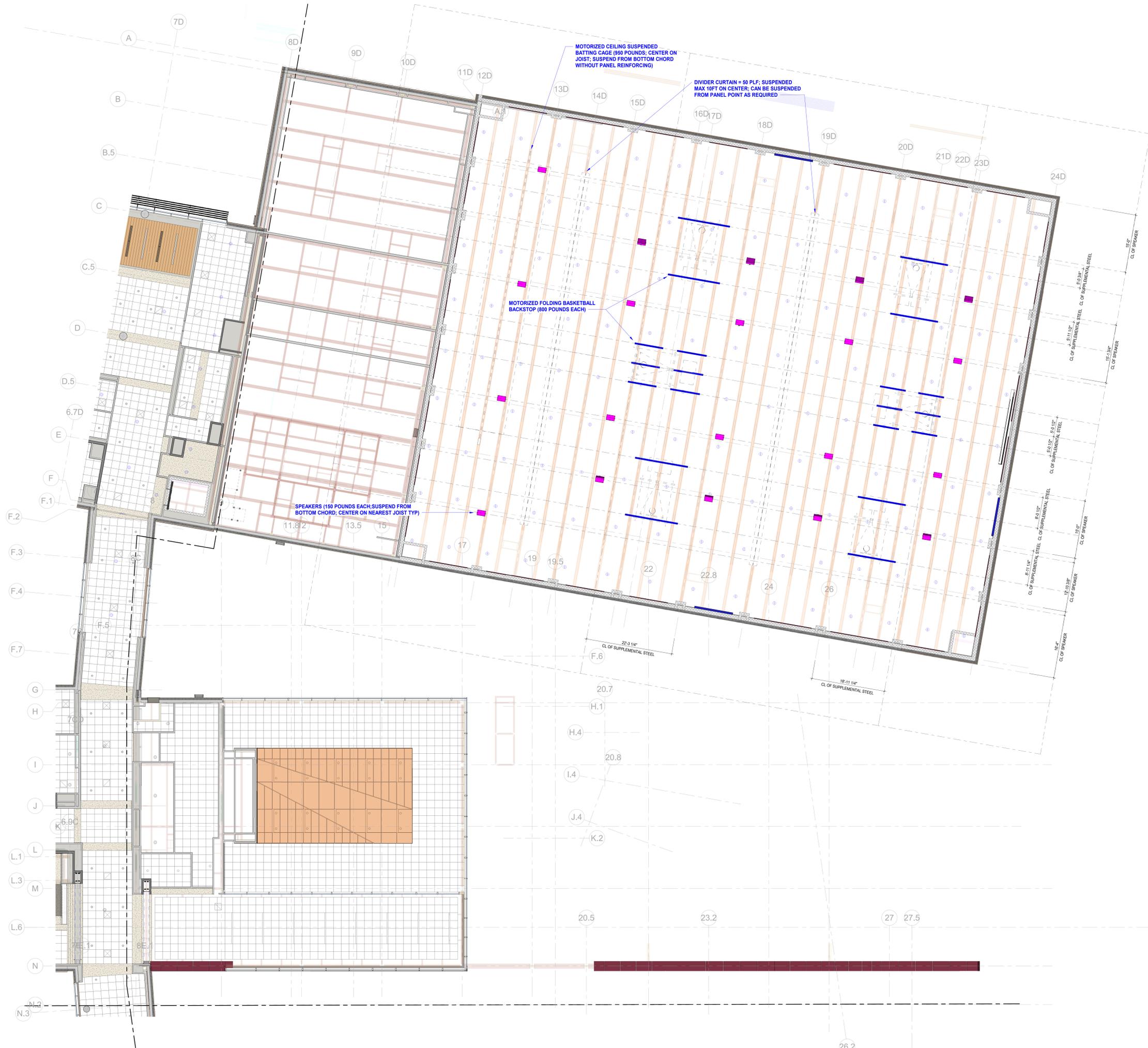
Doherty Memorial High School

299 Highland Street, Worcester, MA 01602

GYM JOIST COORDINATION (A/V & EQUIPMENT)



No.	Description	Date
-----	-------------	------



Document 00 73 43  
AFFIDAVIT OF PREVAILING WAGE COMPLIANCE  
(Bid Form Attachment)

..... I, ....., President ..... Clerk of .....

.....  
(Name of Corporation)

whose principal office is located at

.....

.....

do hereby certify that the above named corporation complies with the prevailing wage law as set forth in Sections 26 and 27 of Chapter 149 of the Massachusetts General Laws.

SIGNED UNDER PENALTIES OF PERJURY

this ..... day of ....., 20\_\_

.....  
(Signature of Responsible Corporate Officer)

..... Mass.Business Corp. .... Foreign Corp. .... Non-Profit  
Corp.

End of Document

Document 00 74 43a  
PREVAILING WAGE RATES

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections are hereby made a part of this Section.

**1.2 SUMMARY**

- A. This Section specifies the List of Jobs; Classifications; Determination of Rate of Wages; Schedule: as established under Statutory reference: M.G.L. Chapter 149, Section 26 and 27. These requirements apply to every contract or subcontract performing work on this public works project.
- B. The aforesaid rates of wages in the schedule of wage rates shall include payments by employers to health and welfare plans, pension plans and supplementary unemployment benefit plans as indicated in Supplementary Conditions section 007201, and such payments shall be considered as payments to persons under this section performing work as herein provided. Any employer engaged in the construction of such works who does not make payments to a health and welfare plan, a pension plan and supplementary unemployment benefit plan, where such payments are included in said rates of wages, shall pay the amount of said payments directly to each employee engaged in said construction.
- C. Every contractor and subcontractor at any and all tiers shall complete the "WEEKLY PAYROLL REPORT FORM" and submit a copy to the Contract Compliance Office (indicated below) for each week **consecutively**, after the start of that trades work.
- D. "WEEKLY PAYROLL REPORTS" shall be required to be submitted **consecutively**, for each week from the start of work until the completion of his work, regardless of whether work was actually being performed on or off-site.
  - 1. When work is not performed; indicate on the form the corresponding week ending dates and post "NO WORK PERFORMED" conspicuously on the front of said form.
  - 2. Weekly reports shall be required until the contractor executes and furnishes to the Department of Labor and Workforce Development/Division of Occupational Safety the final "STATEMENT OF COMPLIANCE" bound herein.

E. SUBMIT TO

Contract Compliance Officer  
City Hall, Room 404  
455 Main Street  
Worcester, MA 01608  
508-799-1174 Fax 508-799-1244

F. **Follows are the Prevailing Wage Rates**

End of Document



CHARLES D. BAKER  
Governor

KARYN E. POLITO  
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

ROSALIN ACOSTA  
Secretary  
MICHAEL FLANAGAN  
Director

**Awarding Authority:** City of Worcester

**Contract Number:**

**City/Town:** WORCESTER

**Description of Work:** ANNUAL UPDATE TO JOB ID:20210322-028

**Job Location:** 299 Highland Street, Worcester, MA

---

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 criminal penalties.
-

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Construction</b>						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$35.95	\$13.41	\$16.01	\$0.00	\$65.37
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.02	\$13.41	\$16.01	\$0.00	\$65.44
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.14	\$13.41	\$16.01	\$0.00	\$65.56
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
	06/01/2022	\$37.06	\$9.10	\$16.64	\$0.00	\$62.80
	12/01/2022	\$37.91	\$9.10	\$16.64	\$0.00	\$63.65
	06/01/2023	\$38.81	\$9.10	\$16.64	\$0.00	\$64.55
	12/01/2023	\$39.71	\$9.10	\$16.64	\$0.00	\$65.45
For apprentice rates see "Apprentice- LABORER"						
AIR TRACK OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY &amp; HIGHWAY)</i>	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASBESTOS WORKER (PIPES & TANKS) <i>HEAT &amp; FROST INSULATORS LOCAL 6 (WORCESTER)</i>	12/01/2020	\$38.10	\$12.80	\$9.45	\$0.00	\$60.35
ASPHALT RAKER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
ASPHALT RAKER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY &amp; HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 2</i>	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
	06/01/2022	\$37.06	\$9.10	\$16.64	\$0.00	\$62.80
	12/01/2022	\$37.91	\$9.10	\$16.64	\$0.00	\$63.65
	06/01/2023	\$38.81	\$9.10	\$16.64	\$0.00	\$64.55
	12/01/2023	\$39.71	\$9.10	\$16.64	\$0.00	\$65.45
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY &amp; HIGHWAY)</i> For apprentice rates see "Apprentice- LABORER (Heavy and Highway)	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2020	\$46.10	\$7.07	\$17.98	\$0.00	\$71.15

**Apprentice - BOILERMAKER - Local 29**

**Effective Date - 01/01/2020**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$29.97	\$7.07	\$11.69	\$0.00	\$48.73
2	65	\$29.97	\$7.07	\$11.69	\$0.00	\$48.73
3	70	\$32.27	\$7.07	\$12.59	\$0.00	\$51.93
4	75	\$34.58	\$7.07	\$13.49	\$0.00	\$55.14
5	80	\$36.88	\$7.07	\$14.38	\$0.00	\$58.33
6	85	\$39.19	\$7.07	\$15.29	\$0.00	\$61.55
7	90	\$41.49	\$7.07	\$16.18	\$0.00	\$64.74
8	95	\$43.80	\$7.07	\$17.09	\$0.00	\$67.96

**Notes:**

**Apprentice to Journeyworker Ratio:1:4**

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) <i>BRICKLAYERS LOCAL 3 (WORCESTER)</i>	08/01/2021	\$55.01	\$11.39	\$21.57	\$0.00	\$87.97
	02/01/2022	\$55.59	\$11.39	\$21.57	\$0.00	\$88.55

**Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Worcester**

**Effective Date - 08/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.51	\$11.39	\$21.57	\$0.00	\$60.47
2	60	\$33.01	\$11.39	\$21.57	\$0.00	\$65.97
3	70	\$38.51	\$11.39	\$21.57	\$0.00	\$71.47
4	80	\$44.01	\$11.39	\$21.57	\$0.00	\$76.97
5	90	\$49.51	\$11.39	\$21.57	\$0.00	\$82.47

**Effective Date - 02/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.80	\$11.39	\$21.57	\$0.00	\$60.76
2	60	\$33.35	\$11.39	\$21.57	\$0.00	\$66.31
3	70	\$38.91	\$11.39	\$21.57	\$0.00	\$71.87
4	80	\$44.47	\$11.39	\$21.57	\$0.00	\$77.43
5	90	\$50.03	\$11.39	\$21.57	\$0.00	\$82.99

**Notes:**

**Apprentice to Journeyworker Ratio:1:5**

BULLDOZER/GRADER/SCRAPER OPERATING ENGINEERS LOCAL 4	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN LABORERS - FOUNDATION AND MARINE	12/01/2021	\$42.33	\$9.10	\$17.72	\$0.00	\$69.15
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For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING LABORER LABORERS - FOUNDATION AND MARINE	12/01/2021	\$41.18	\$9.10	\$17.72	\$0.00	\$68.00
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For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING TOP MAN LABORERS - FOUNDATION AND MARINE	12/01/2021	\$41.18	\$9.10	\$17.72	\$0.00	\$68.00
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For apprentice rates see "Apprentice- LABORER"

CARBIDE CORE DRILL OPERATOR LABORERS - ZONE 2	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
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	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
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	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
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	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
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	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
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For apprentice rates see "Apprentice- LABORER"

CARPENTER CARPENTERS -ZONE 2 (Eastern Massachusetts)	09/01/2021	\$44.18	\$8.58	\$19.82	\$0.00	\$72.58
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	03/01/2022	\$44.78	\$8.58	\$19.82	\$0.00	\$73.18
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	09/01/2022	\$45.43	\$8.58	\$19.82	\$0.00	\$73.83
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	03/01/2023	\$46.03	\$8.58	\$19.82	\$0.00	\$74.43
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**Classification**

**Effective Date    Base Wage    Health    Pension    Supplemental Unemployment    Total Rate**

**Apprentice - CARPENTER - Zone 2 Eastern MA**

**Effective Date - 09/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.09	\$8.58	\$1.73	\$0.00	\$32.40
2	60	\$26.51	\$8.58	\$1.73	\$0.00	\$36.82
3	70	\$30.93	\$8.58	\$14.63	\$0.00	\$54.14
4	75	\$33.14	\$8.58	\$14.63	\$0.00	\$56.35
5	80	\$35.34	\$8.58	\$16.36	\$0.00	\$60.28
6	80	\$35.34	\$8.58	\$16.36	\$0.00	\$60.28
7	90	\$39.76	\$8.58	\$18.09	\$0.00	\$66.43
8	90	\$39.76	\$8.58	\$18.09	\$0.00	\$66.43

**Effective Date - 03/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.39	\$8.58	\$1.73	\$0.00	\$32.70
2	60	\$26.87	\$8.58	\$1.73	\$0.00	\$37.18
3	70	\$31.35	\$8.58	\$14.63	\$0.00	\$54.56
4	75	\$33.59	\$8.58	\$14.63	\$0.00	\$56.80
5	80	\$35.82	\$8.58	\$16.36	\$0.00	\$60.76
6	80	\$35.82	\$8.58	\$16.36	\$0.00	\$60.76
7	90	\$40.30	\$8.58	\$18.09	\$0.00	\$66.97
8	90	\$40.30	\$8.58	\$18.09	\$0.00	\$66.97

**Notes:**

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80  
 Step 1&2 \$30.19/ 3&4 \$36.28/ 5&6 \$55.87/ 7&8 \$62.01

**Apprentice to Journeyworker Ratio:1:5**

CARPENTER WOOD FRAME	04/01/2021	\$23.16	\$7.21	\$4.80	\$0.00	\$35.17
CARPENTERS-ZONE 3 (Wood Frame)	04/01/2022	\$23.66	\$7.21	\$4.80	\$0.00	\$35.67
	04/01/2023	\$24.16	\$7.21	\$4.80	\$0.00	\$36.17

All Aspects of New Wood Frame Work

**Classification**

**Effective Date    Base Wage    Health    Pension    Supplemental Unemployment    Total Rate**

**Apprentice - CARPENTER (Wood Frame) - Zone 3**

**Effective Date - 04/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$13.90	\$7.21	\$0.00	\$0.00	\$21.11
2	60	\$13.90	\$7.21	\$0.00	\$0.00	\$21.11
3	65	\$15.05	\$7.21	\$0.00	\$0.00	\$22.26
4	70	\$16.21	\$7.21	\$0.00	\$0.00	\$23.42
5	75	\$17.37	\$7.21	\$3.80	\$0.00	\$28.38
6	80	\$18.53	\$7.21	\$3.80	\$0.00	\$29.54
7	85	\$19.69	\$7.21	\$3.80	\$0.00	\$30.70
8	90	\$20.84	\$7.21	\$3.80	\$0.00	\$31.85

**Effective Date - 04/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$14.20	\$7.21	\$0.00	\$0.00	\$21.41
2	60	\$14.20	\$7.21	\$0.00	\$0.00	\$21.41
3	65	\$15.38	\$7.21	\$0.00	\$0.00	\$22.59
4	70	\$16.56	\$7.21	\$0.00	\$0.00	\$23.77
5	75	\$17.75	\$7.21	\$3.80	\$0.00	\$28.76
6	80	\$18.93	\$7.21	\$3.80	\$0.00	\$29.94
7	85	\$20.11	\$7.21	\$3.80	\$0.00	\$31.12
8	90	\$21.29	\$7.21	\$3.80	\$0.00	\$32.30

**Notes:**

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80  
 Step 1&2 \$17.63/ 3&4 \$19.95/ 5&6 \$27.22/ 7&8 \$29.54

**Apprentice to Journeyworker Ratio:1:5**

CEMENT MASONRY/PLASTERING BRICKLAYERS LOCAL 3 (WORCESTER)	01/01/2020	\$47.14	\$12.75	\$22.41	\$0.62	\$82.92
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**Apprentice - CEMENT MASONRY/PLASTERING - Worcester**

**Effective Date - 01/01/2020**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.57	\$12.75	\$15.41	\$0.00	\$51.73
2	60	\$28.28	\$12.75	\$17.41	\$0.62	\$59.06
3	65	\$30.64	\$12.75	\$18.41	\$0.62	\$62.42
4	70	\$33.00	\$12.75	\$19.41	\$0.62	\$65.78
5	75	\$35.36	\$12.75	\$20.41	\$0.62	\$69.14
6	80	\$37.71	\$12.75	\$21.41	\$0.62	\$72.49
7	90	\$42.43	\$12.75	\$22.41	\$0.62	\$78.21

**Notes:**

Steps 3,4 are 500 hrs. All other steps are 1,000 hrs.

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

<b>Classification</b>	<b>Effective Date</b>	<b>Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
<b>CHAIN SAW OPERATOR</b> <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
<b>CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES</b> <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$52.38	\$14.00	\$16.05	\$0.00	\$82.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
<b>COMPRESSOR OPERATOR</b> <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$33.69	\$14.00	\$16.05	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
<b>DELEADER (BRIDGE)</b> <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2022	\$53.66	\$8.65	\$23.05	\$0.00	\$85.36
	07/01/2022	\$54.86	\$8.65	\$23.05	\$0.00	\$86.56
	01/01/2023	\$56.06	\$8.65	\$23.05	\$0.00	\$87.76
	07/01/2023	\$57.26	\$8.65	\$23.05	\$0.00	\$88.96
	01/01/2024	\$58.46	\$8.65	\$23.05	\$0.00	\$90.16
	07/01/2024	\$59.66	\$8.65	\$23.05	\$0.00	\$91.36
	01/01/2025	\$60.86	\$8.65	\$23.05	\$0.00	\$92.56

**Classification**

**Effective Date    Base Wage    Health    Pension    Supplemental Unemployment    Total Rate**

**Apprentice - PAINTER Local 35 - BRIDGES/TANKS**

**Effective Date - 01/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.83	\$8.65	\$0.00	\$0.00	\$35.48
2	55	\$29.51	\$8.65	\$6.27	\$0.00	\$44.43
3	60	\$32.20	\$8.65	\$6.84	\$0.00	\$47.69
4	65	\$34.88	\$8.65	\$7.41	\$0.00	\$50.94
5	70	\$37.56	\$8.65	\$19.63	\$0.00	\$65.84
6	75	\$40.25	\$8.65	\$20.20	\$0.00	\$69.10
7	80	\$42.93	\$8.65	\$20.77	\$0.00	\$72.35
8	90	\$48.29	\$8.65	\$21.91	\$0.00	\$78.85

**Effective Date - 07/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.43	\$8.65	\$0.00	\$0.00	\$36.08
2	55	\$30.17	\$8.65	\$6.27	\$0.00	\$45.09
3	60	\$32.92	\$8.65	\$6.84	\$0.00	\$48.41
4	65	\$35.66	\$8.65	\$7.41	\$0.00	\$51.72
5	70	\$38.40	\$8.65	\$19.63	\$0.00	\$66.68
6	75	\$41.15	\$8.65	\$20.20	\$0.00	\$70.00
7	80	\$43.89	\$8.65	\$20.77	\$0.00	\$73.31
8	90	\$49.37	\$8.65	\$21.91	\$0.00	\$79.93

**Notes:**

Steps are 750 hrs.

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

DEMO: ADZEMAN LABORERS - ZONE 2	12/01/2021	\$41.33	\$9.10	\$17.57	\$0.00	\$68.00
	06/01/2022	\$42.33	\$9.10	\$17.57	\$0.00	\$69.00
	12/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	06/01/2023	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	12/01/2023	\$45.58	\$9.10	\$17.57	\$0.00	\$72.25

For apprentice rates see "Apprentice- LABORER"

DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS - ZONE 2	12/01/2021	\$42.33	\$9.10	\$17.57	\$0.00	\$69.00
	06/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	12/01/2022	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	06/01/2023	\$45.33	\$9.10	\$17.57	\$0.00	\$72.00
	12/01/2023	\$46.58	\$9.10	\$17.57	\$0.00	\$73.25

For apprentice rates see "Apprentice- LABORER"

DEMO: BURNERS LABORERS - ZONE 2	12/01/2021	\$42.08	\$9.10	\$17.57	\$0.00	\$68.75
	06/01/2022	\$43.08	\$9.10	\$17.57	\$0.00	\$69.75
	12/01/2022	\$44.08	\$9.10	\$17.57	\$0.00	\$70.75
	06/01/2023	\$45.08	\$9.10	\$17.57	\$0.00	\$71.75
	12/01/2023	\$46.33	\$9.10	\$17.57	\$0.00	\$73.00

For apprentice rates see "Apprentice- LABORER"

<b>Classification</b>	<b>Effective Date</b>	<b>Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
DEMO: CONCRETE CUTTER/SAWYER <i>LABORERS - ZONE 2</i>	12/01/2021	\$42.33	\$9.10	\$17.57	\$0.00	\$69.00
	06/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	12/01/2022	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	06/01/2023	\$45.33	\$9.10	\$17.57	\$0.00	\$72.00
	12/01/2023	\$46.58	\$9.10	\$17.57	\$0.00	\$73.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2021	\$42.08	\$9.10	\$17.57	\$0.00	\$68.75
	06/01/2022	\$43.08	\$9.10	\$17.57	\$0.00	\$69.75
	12/01/2022	\$44.08	\$9.10	\$17.57	\$0.00	\$70.75
	06/01/2023	\$45.08	\$9.10	\$17.57	\$0.00	\$71.75
	12/01/2023	\$46.33	\$9.10	\$17.57	\$0.00	\$73.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER <i>LABORERS - ZONE 2</i>	12/01/2021	\$41.33	\$9.10	\$17.57	\$0.00	\$68.00
	06/01/2022	\$42.33	\$9.10	\$17.57	\$0.00	\$69.00
	12/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	06/01/2023	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	12/01/2023	\$45.58	\$9.10	\$17.57	\$0.00	\$72.25
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$68.70	\$9.40	\$23.12	\$0.00	\$101.22
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$73.60	\$9.40	\$23.12	\$0.00	\$106.12
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) <i>DRAWBRIDGE - SEIU LOCAL 888</i>	07/01/2020	\$26.77	\$6.67	\$3.93	\$0.16	\$37.53
ELECTRICIAN <i>ELECTRICIANS LOCAL 96</i>	09/05/2021	\$45.01	\$11.57	\$17.42	\$0.00	\$74.00
	09/04/2022	\$45.59	\$12.20	\$17.50	\$0.00	\$75.29

**Classification**

**Effective Date   Base Wage   Health   Pension   Supplemental Unemployment   Total Rate**

**Apprentice - ELECTRICIAN - Local 96**

**Effective Date - 09/05/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$18.00	\$11.57	\$0.54	\$0.00	\$30.11
2	43	\$19.35	\$11.57	\$0.58	\$0.00	\$31.50
3	48	\$21.60	\$11.57	\$14.15	\$0.00	\$47.32
4	55	\$24.76	\$11.57	\$14.58	\$0.00	\$50.91
5	65	\$29.26	\$11.57	\$15.22	\$0.00	\$56.05
6	80	\$36.01	\$11.57	\$16.16	\$0.00	\$63.74

**Effective Date - 09/04/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$18.24	\$12.20	\$0.55	\$0.00	\$30.99
2	43	\$19.60	\$12.20	\$0.59	\$0.00	\$32.39
3	48	\$21.88	\$12.20	\$14.18	\$0.00	\$48.26
4	55	\$25.07	\$12.20	\$14.63	\$0.00	\$51.90
5	65	\$29.63	\$12.20	\$15.27	\$0.00	\$57.10
6	80	\$36.47	\$12.20	\$16.22	\$0.00	\$64.89

**Notes:**

Steps 1-2 are 1000 hrs; Steps 3-6 are 1500 hrs.

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

ELEVATOR CONSTRUCTOR ELEVATOR CONSTRUCTORS LOCAL 41	01/01/2022	\$58.62	\$16.03	\$20.21	\$0.00	\$94.86
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**Apprentice - ELEVATOR CONSTRUCTOR - Local 41**

**Effective Date - 01/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.31	\$16.03	\$0.00	\$0.00	\$45.34
2	55	\$32.24	\$16.03	\$20.21	\$0.00	\$68.48
3	65	\$38.10	\$16.03	\$20.21	\$0.00	\$74.34
4	70	\$41.03	\$16.03	\$20.21	\$0.00	\$77.27
5	80	\$46.90	\$16.03	\$20.21	\$0.00	\$83.14

**Notes:**

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

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

ELEVATOR CONSTRUCTOR HELPER ELEVATOR CONSTRUCTORS LOCAL 41	01/01/2022	\$41.03	\$16.03	\$20.21	\$0.00	\$77.27
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For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
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For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

<b>Classification</b>	<b>Effective Date</b>	<b>Base Wage</b>	<b>Health</b>	<b>Pension</b>	<b>Supplemental Unemployment</b>	<b>Total Rate</b>
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2021	\$46.53	\$13.75	\$15.80	\$0.00	\$76.08
	05/01/2022	\$47.86	\$13.75	\$15.80	\$0.00	\$77.41
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2021	\$48.06	\$13.75	\$15.80	\$0.00	\$77.61
	05/01/2022	\$49.22	\$13.75	\$15.80	\$0.00	\$78.77
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2021	\$23.16	\$13.75	\$15.80	\$0.00	\$52.71
	05/01/2022	\$23.83	\$13.75	\$15.80	\$0.00	\$53.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 96</i>	09/05/2021	\$45.01	\$11.57	\$17.42	\$0.00	\$74.00
	09/04/2022	\$45.59	\$12.20	\$17.50	\$0.00	\$75.29
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINT/COMMISSIONING <i>ELECTRICIANS LOCAL 96</i>	09/05/2021	\$45.01	\$11.57	\$17.42	\$0.00	\$74.00
	09/04/2022	\$45.59	\$12.20	\$17.50	\$0.00	\$75.29
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$41.76	\$14.00	\$16.05	\$0.00	\$71.81
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY &amp; HIGHWAY)</i>	12/01/2021	\$24.50	\$9.10	\$16.64	\$0.00	\$50.24
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE II</i>	09/01/2021	\$47.07	\$8.58	\$20.12	\$0.00	\$75.77
	03/01/2022	\$47.87	\$8.58	\$20.12	\$0.00	\$76.57

**Classification**

**Effective Date   Base Wage   Health   Pension   Supplemental Unemployment   Total Rate**

**Apprentice - FLOORCOVERER - Local 2168 Zone II**

**Effective Date - 09/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.54	\$8.58	\$1.79	\$0.00	\$33.91
2	55	\$25.89	\$8.58	\$1.79	\$0.00	\$36.26
3	60	\$28.24	\$8.58	\$14.75	\$0.00	\$51.57
4	65	\$30.60	\$8.58	\$14.75	\$0.00	\$53.93
5	70	\$32.95	\$8.58	\$16.54	\$0.00	\$58.07
6	75	\$35.30	\$8.58	\$16.54	\$0.00	\$60.42
7	80	\$37.66	\$8.58	\$18.33	\$0.00	\$64.57
8	85	\$40.01	\$8.58	\$18.33	\$0.00	\$66.92

**Effective Date - 03/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.94	\$8.58	\$1.79	\$0.00	\$34.31
2	55	\$26.33	\$8.58	\$1.79	\$0.00	\$36.70
3	60	\$28.72	\$8.58	\$14.75	\$0.00	\$52.05
4	65	\$31.12	\$8.58	\$14.75	\$0.00	\$54.45
5	70	\$33.51	\$8.58	\$16.54	\$0.00	\$58.63
6	75	\$35.90	\$8.58	\$16.54	\$0.00	\$61.02
7	80	\$38.30	\$8.58	\$18.33	\$0.00	\$65.21
8	85	\$40.69	\$8.58	\$18.33	\$0.00	\$67.60

**Notes:** Steps are 750 hrs.  
 % After 10/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)  
 Step 1&2 \$31.55/ 3&4 \$37.99/ 5&6 \$58.07/ 7&8 \$64.57

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

<b>FORK LIFT/CHERRY PICKER</b> <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
<b>GENERATOR/LIGHTING PLANT/HEATERS</b> <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$33.69	\$14.00	\$16.05	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
<b>GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)</b> <i>GLAZIERS LOCAL 35 (ZONE 2)</i>	01/01/2022	\$43.16	\$8.65	\$23.05	\$0.00	\$74.86
	07/01/2022	\$44.36	\$8.65	\$23.05	\$0.00	\$76.06
	01/01/2023	\$45.56	\$8.65	\$23.05	\$0.00	\$77.26
	07/01/2023	\$46.76	\$8.65	\$23.05	\$0.00	\$78.46
	01/01/2024	\$47.96	\$8.65	\$23.05	\$0.00	\$79.66
	07/01/2024	\$49.16	\$8.65	\$23.05	\$0.00	\$80.86
	01/01/2025	\$50.36	\$8.65	\$23.05	\$0.00	\$82.06

**Classification**

**Effective Date   Base Wage   Health   Pension   Supplemental Unemployment   Total Rate**

**Apprentice - GLAZIER - Local 35 Zone 2**

**Effective Date - 01/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.58	\$8.65	\$0.00	\$0.00	\$30.23
2	55	\$23.74	\$8.65	\$6.27	\$0.00	\$38.66
3	60	\$25.90	\$8.65	\$6.84	\$0.00	\$41.39
4	65	\$28.05	\$8.65	\$7.41	\$0.00	\$44.11
5	70	\$30.21	\$8.65	\$19.63	\$0.00	\$58.49
6	75	\$32.37	\$8.65	\$20.20	\$0.00	\$61.22
7	80	\$34.53	\$8.65	\$20.77	\$0.00	\$63.95
8	90	\$38.84	\$8.65	\$21.91	\$0.00	\$69.40

**Effective Date - 07/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.18	\$8.65	\$0.00	\$0.00	\$30.83
2	55	\$24.40	\$8.65	\$6.27	\$0.00	\$39.32
3	60	\$26.62	\$8.65	\$6.84	\$0.00	\$42.11
4	65	\$28.83	\$8.65	\$7.41	\$0.00	\$44.89
5	70	\$31.05	\$8.65	\$19.63	\$0.00	\$59.33
6	75	\$33.27	\$8.65	\$20.20	\$0.00	\$62.12
7	80	\$35.49	\$8.65	\$20.77	\$0.00	\$64.91
8	90	\$39.92	\$8.65	\$21.91	\$0.00	\$70.48

**Notes:**  
Steps are 750 hrs.

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

HOISTING ENGINEER/CRANES/GRADALLS OPERATING ENGINEERS LOCAL 4	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
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**Apprentice - OPERATING ENGINEERS - Local 4**

**Effective Date - 12/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$28.26	\$14.00	\$0.00	\$0.00	\$42.26
2	60	\$30.83	\$14.00	\$16.05	\$0.00	\$60.88
3	65	\$33.40	\$14.00	\$16.05	\$0.00	\$63.45
4	70	\$35.97	\$14.00	\$16.05	\$0.00	\$66.02
5	75	\$38.54	\$14.00	\$16.05	\$0.00	\$68.59
6	80	\$41.10	\$14.00	\$16.05	\$0.00	\$71.15
7	85	\$43.67	\$14.00	\$16.05	\$0.00	\$73.72
8	90	\$46.24	\$14.00	\$16.05	\$0.00	\$76.29

**Notes:**

**Apprentice to Journeyworker Ratio:1:6**

HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 63	01/01/2022	\$39.29	\$10.64	\$17.33	\$2.02	\$69.28
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For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 96	09/05/2021	\$45.01	\$11.57	\$17.42	\$0.00	\$74.00
	09/04/2022	\$45.59	\$12.20	\$17.50	\$0.00	\$75.29

For apprentice rates see "Apprentice- ELECTRICIAN"

HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 63	01/01/2022	\$39.29	\$10.64	\$17.33	\$2.02	\$69.28
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For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (TESTING AND BALANCING - WATER) PLUMBERS LOCAL 4	09/01/2021	\$48.50	\$9.80	\$16.12	\$0.00	\$74.42
	03/01/2022	\$49.50	\$9.80	\$16.12	\$0.00	\$75.42

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

HVAC MECHANIC PLUMBERS LOCAL 4	09/01/2021	\$48.50	\$9.80	\$16.12	\$0.00	\$74.42
	03/01/2022	\$49.50	\$9.80	\$16.12	\$0.00	\$75.42

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

HYDRAULIC DRILLS LABORERS - ZONE 2	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
	06/01/2022	\$37.06	\$9.10	\$16.64	\$0.00	\$62.80
	12/01/2022	\$37.91	\$9.10	\$16.64	\$0.00	\$63.65
	06/01/2023	\$38.81	\$9.10	\$16.64	\$0.00	\$64.55
	12/01/2023	\$39.71	\$9.10	\$16.64	\$0.00	\$65.45

For apprentice rates see "Apprentice- LABORER"

HYDRAULIC DRILLS (HEAVY & HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
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For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

INSULATOR (PIPES & TANKS) HEAT & FROST INSULATORS LOCAL 6 (WORCESTER)	09/01/2021	\$46.50	\$13.80	\$17.14	\$0.00	\$77.44
	09/01/2022	\$48.95	\$13.80	\$17.14	\$0.00	\$79.89

**Classification**

**Effective Date    Base Wage    Health    Pension    Supplemental Unemployment    Total Rate**

**Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Worcester**

**Effective Date - 09/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.25	\$13.80	\$12.42	\$0.00	\$49.47
2	60	\$27.90	\$13.80	\$13.36	\$0.00	\$55.06
3	70	\$32.55	\$13.80	\$14.31	\$0.00	\$60.66
4	80	\$37.20	\$13.80	\$15.25	\$0.00	\$66.25

**Effective Date - 09/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.48	\$13.80	\$12.42	\$0.00	\$50.70
2	60	\$29.37	\$13.80	\$13.36	\$0.00	\$56.53
3	70	\$34.27	\$13.80	\$14.31	\$0.00	\$62.38
4	80	\$39.16	\$13.80	\$15.25	\$0.00	\$68.21

**Notes:**

Steps are 1 year

**Apprentice to Journeyworker Ratio:1:4**

<b>IRONWORKER/WELDER</b> <i>IRONWORKERS LOCAL 7 (WORCESTER AREA)</i>	09/16/2020	\$48.36	\$8.10	\$25.10	\$0.00	\$81.56
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**Apprentice - IRONWORKER - Local 7 Worcester**

**Effective Date - 09/16/2020**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$29.02	\$8.10	\$25.10	\$0.00	\$62.22
2	70	\$33.85	\$8.10	\$25.10	\$0.00	\$67.05
3	75	\$36.27	\$8.10	\$25.10	\$0.00	\$69.47
4	80	\$38.69	\$8.10	\$25.10	\$0.00	\$71.89
5	85	\$41.11	\$8.10	\$25.10	\$0.00	\$74.31
6	90	\$43.52	\$8.10	\$25.10	\$0.00	\$76.72

**Notes:**

Structural 1:6; Ornamental 1:4

**Apprentice to Journeyworker Ratio:**

<b>JACKHAMMER &amp; PAVING BREAKER OPERATOR</b> <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER LABORERS - ZONE 2	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
	06/01/2022	\$36.31	\$9.10	\$16.64	\$0.00	\$62.05
	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70

**Apprentice - LABORER - Zone 2**

**Effective Date - 12/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.25	\$9.10	\$16.64	\$0.00	\$46.99
2	70	\$24.79	\$9.10	\$16.64	\$0.00	\$50.53
3	80	\$28.33	\$9.10	\$16.64	\$0.00	\$54.07
4	90	\$31.87	\$9.10	\$16.64	\$0.00	\$57.61

**Effective Date - 06/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.79	\$9.10	\$16.64	\$0.00	\$47.53
2	70	\$25.42	\$9.10	\$16.64	\$0.00	\$51.16
3	80	\$29.05	\$9.10	\$16.64	\$0.00	\$54.79
4	90	\$32.68	\$9.10	\$16.64	\$0.00	\$58.42

Notes:

**Apprentice to Journeyworker Ratio:1:5**

LABORER (HEAVY & HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
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**Apprentice - LABORER (Heavy & Highway) - Zone 2**

**Effective Date - 12/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.25	\$9.10	\$16.64	\$0.00	\$46.99
2	70	\$24.79	\$9.10	\$16.64	\$0.00	\$50.53
3	80	\$28.33	\$9.10	\$16.64	\$0.00	\$54.07
4	90	\$31.87	\$9.10	\$16.64	\$0.00	\$57.61

Notes:

**Apprentice to Journeyworker Ratio:1:5**

LABORER: CARPENTER TENDER LABORERS - ZONE 2	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
	06/01/2022	\$36.31	\$9.10	\$16.64	\$0.00	\$62.05
	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: CEMENT FINISHER TENDER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
	06/01/2022	\$36.31	\$9.10	\$16.64	\$0.00	\$62.05
	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.50	\$9.10	\$16.70	\$0.00	\$61.30
	06/01/2022	\$36.40	\$9.10	\$16.70	\$0.00	\$62.20
	12/01/2022	\$37.25	\$9.10	\$16.70	\$0.00	\$63.05
	06/01/2023	\$38.15	\$9.10	\$16.70	\$0.00	\$63.95
	12/01/2023	\$39.05	\$9.10	\$16.70	\$0.00	\$64.85
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY &amp; HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
	06/01/2022	\$36.31	\$9.10	\$16.64	\$0.00	\$62.05
	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
	06/01/2022	\$36.31	\$9.10	\$16.64	\$0.00	\$62.05
	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70
This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance incidental to construction . For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY &amp; HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE &amp; TILE</i>	08/01/2021	\$43.69	\$11.39	\$20.30	\$0.00	\$75.38
	02/01/2022	\$44.16	\$11.39	\$20.30	\$0.00	\$75.85

**Classification**

**Effective Date   Base Wage   Health   Pension   Supplemental Unemployment   Total Rate**

**Apprentice - MARBLE & TILE FINISHER - Local 3 Marble & Tile**

**Effective Date - 08/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.85	\$11.39	\$20.30	\$0.00	\$53.54
2	60	\$26.21	\$11.39	\$20.30	\$0.00	\$57.90
3	70	\$30.58	\$11.39	\$20.30	\$0.00	\$62.27
4	80	\$34.95	\$11.39	\$20.30	\$0.00	\$66.64
5	90	\$39.32	\$11.39	\$20.30	\$0.00	\$71.01

**Effective Date - 02/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.08	\$11.39	\$20.30	\$0.00	\$53.77
2	60	\$26.50	\$11.39	\$20.30	\$0.00	\$58.19
3	70	\$30.91	\$11.39	\$20.30	\$0.00	\$62.60
4	80	\$35.33	\$11.39	\$20.30	\$0.00	\$67.02
5	90	\$39.74	\$11.39	\$20.30	\$0.00	\$71.43

**Notes:**

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

MARBLE MASONS, TILELAYERS & TERRAZZO MECH	08/01/2021	\$57.17	\$11.39	\$22.24	\$0.00	\$90.80
BRICKLAYERS LOCAL 3 - MARBLE & TILE	02/01/2022	\$57.74	\$11.39	\$22.24	\$0.00	\$91.37

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

**Effective Date - 08/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.59	\$11.39	\$22.24	\$0.00	\$62.22
2	60	\$34.30	\$11.39	\$22.24	\$0.00	\$67.93
3	70	\$40.02	\$11.39	\$22.24	\$0.00	\$73.65
4	80	\$45.74	\$11.39	\$22.24	\$0.00	\$79.37
5	90	\$51.45	\$11.39	\$22.24	\$0.00	\$85.08

**Effective Date - 02/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.87	\$11.39	\$22.24	\$0.00	\$62.50
2	60	\$34.64	\$11.39	\$22.24	\$0.00	\$68.27
3	70	\$40.42	\$11.39	\$22.24	\$0.00	\$74.05
4	80	\$46.19	\$11.39	\$22.24	\$0.00	\$79.82
5	90	\$51.97	\$11.39	\$22.24	\$0.00	\$85.60

**Notes:**

**Apprentice to Journeyworker Ratio:1:5**

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MECH. SWEEPER OPERATOR (ON CONST. SITES) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MECHANICS MAINTENANCE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MILLWRIGHT (Zone 3) <i>MILLWRIGHTS LOCAL 1121 - Zone 3</i>	01/03/2022	\$38.91	\$8.58	\$21.57	\$0.00	\$69.06
	01/02/2023	\$40.16	\$8.58	\$21.57	\$0.00	\$70.31
<b>Apprentice - <i>MILLWRIGHT - Local 1121 Zone 3</i></b>						
<b>Effective Date - 01/03/2022</b>						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$21.40	\$8.58	\$5.72	\$0.00	\$35.70
2	65	\$25.29	\$8.58	\$17.93	\$0.00	\$51.80
3	75	\$29.18	\$8.58	\$18.98	\$0.00	\$56.74
4	85	\$33.07	\$8.58	\$20.01	\$0.00	\$61.66
<b>Effective Date - 01/02/2023</b>						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.09	\$8.58	\$5.72	\$0.00	\$36.39
2	65	\$26.10	\$8.58	\$17.93	\$0.00	\$52.61
3	75	\$30.12	\$8.58	\$18.98	\$0.00	\$57.68
4	85	\$34.14	\$8.58	\$20.01	\$0.00	\$62.73
<b>Notes:</b> Step 1&2 Appr. indentured after 1/6/2020 receive no pension, but do receive annuity. (Step 1 \$5.72, Step 2 \$6.66) Steps are 2,000 hours						
<b>Apprentice to Journeyworker Ratio:1:4</b>						
MORTAR MIXER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
OILER (OTHER THAN TRUCK CRANES,GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$23.48	\$14.00	\$16.05	\$0.00	\$53.53
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$28.44	\$14.00	\$16.05	\$0.00	\$58.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER (BRIDGES/TANKS) <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2022	\$53.66	\$8.65	\$23.05	\$0.00	\$85.36
	07/01/2022	\$54.86	\$8.65	\$23.05	\$0.00	\$86.56
	01/01/2023	\$56.06	\$8.65	\$23.05	\$0.00	\$87.76
	07/01/2023	\$57.26	\$8.65	\$23.05	\$0.00	\$88.96
	01/01/2024	\$58.46	\$8.65	\$23.05	\$0.00	\$90.16
	07/01/2024	\$59.66	\$8.65	\$23.05	\$0.00	\$91.36
	01/01/2025	\$60.86	\$8.65	\$23.05	\$0.00	\$92.56

**Apprentice - PAINTER Local 35 - BRIDGES/TANKS**

**Effective Date - 01/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.83	\$8.65	\$0.00	\$0.00	\$35.48
2	55	\$29.51	\$8.65	\$6.27	\$0.00	\$44.43
3	60	\$32.20	\$8.65	\$6.84	\$0.00	\$47.69
4	65	\$34.88	\$8.65	\$7.41	\$0.00	\$50.94
5	70	\$37.56	\$8.65	\$19.63	\$0.00	\$65.84
6	75	\$40.25	\$8.65	\$20.20	\$0.00	\$69.10
7	80	\$42.93	\$8.65	\$20.77	\$0.00	\$72.35
8	90	\$48.29	\$8.65	\$21.91	\$0.00	\$78.85

**Effective Date - 07/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.43	\$8.65	\$0.00	\$0.00	\$36.08
2	55	\$30.17	\$8.65	\$6.27	\$0.00	\$45.09
3	60	\$32.92	\$8.65	\$6.84	\$0.00	\$48.41
4	65	\$35.66	\$8.65	\$7.41	\$0.00	\$51.72
5	70	\$38.40	\$8.65	\$19.63	\$0.00	\$66.68
6	75	\$41.15	\$8.65	\$20.20	\$0.00	\$70.00
7	80	\$43.89	\$8.65	\$20.77	\$0.00	\$73.31
8	90	\$49.37	\$8.65	\$21.91	\$0.00	\$79.93

**Notes:**

Steps are 750 hrs.

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

PAINTER (SPRAY OR SANDBLAST, NEW) *	01/01/2022	\$44.56	\$8.65	\$23.05	\$0.00	\$76.26
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. <i>PAINTERS LOCAL 35 - ZONE 2</i>	07/01/2022	\$45.76	\$8.65	\$23.05	\$0.00	\$77.46
	01/01/2023	\$46.96	\$8.65	\$23.05	\$0.00	\$78.66
	07/01/2023	\$48.16	\$8.65	\$23.05	\$0.00	\$79.86
	01/01/2024	\$49.36	\$8.65	\$23.05	\$0.00	\$81.06
	07/01/2024	\$50.56	\$8.65	\$23.05	\$0.00	\$82.26
	01/01/2025	\$51.76	\$8.65	\$23.05	\$0.00	\$83.46

**Classification**

**Effective Date    Base Wage    Health    Pension    Supplemental Unemployment    Total Rate**

**Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - New**

**Effective Date - 01/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.28	\$8.65	\$0.00	\$0.00	\$30.93
2	55	\$24.51	\$8.65	\$6.27	\$0.00	\$39.43
3	60	\$26.74	\$8.65	\$6.84	\$0.00	\$42.23
4	65	\$28.96	\$8.65	\$7.41	\$0.00	\$45.02
5	70	\$31.19	\$8.65	\$19.63	\$0.00	\$59.47
6	75	\$33.42	\$8.65	\$20.20	\$0.00	\$62.27
7	80	\$35.65	\$8.65	\$20.77	\$0.00	\$65.07
8	90	\$40.10	\$8.65	\$21.91	\$0.00	\$70.66

**Effective Date - 07/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.88	\$8.65	\$0.00	\$0.00	\$31.53
2	55	\$25.17	\$8.65	\$6.27	\$0.00	\$40.09
3	60	\$27.46	\$8.65	\$6.84	\$0.00	\$42.95
4	65	\$29.74	\$8.65	\$7.41	\$0.00	\$45.80
5	70	\$32.03	\$8.65	\$19.63	\$0.00	\$60.31
6	75	\$34.32	\$8.65	\$20.20	\$0.00	\$63.17
7	80	\$36.61	\$8.65	\$20.77	\$0.00	\$66.03
8	90	\$41.18	\$8.65	\$21.91	\$0.00	\$71.74

**Notes:**

Steps are 750 hrs.

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

PAINTER (SPRAY OR SANDBLAST, REPAINT)	01/01/2022	\$42.62	\$8.65	\$23.05	\$0.00	\$74.32
PAINTERS LOCAL 35 - ZONE 2	07/01/2022	\$43.82	\$8.65	\$23.05	\$0.00	\$75.52
	01/01/2023	\$45.02	\$8.65	\$23.05	\$0.00	\$76.72
	07/01/2023	\$46.22	\$8.65	\$23.05	\$0.00	\$77.92
	01/01/2024	\$47.42	\$8.65	\$23.05	\$0.00	\$79.12
	07/01/2024	\$48.62	\$8.65	\$23.05	\$0.00	\$80.32
	01/01/2025	\$49.82	\$8.65	\$23.05	\$0.00	\$81.52

**Classification**

**Effective Date    Base Wage    Health    Pension    Supplemental Unemployment    Total Rate**

**Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint**

**Effective Date - 01/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.31	\$8.65	\$0.00	\$0.00	\$29.96
2	55	\$23.44	\$8.65	\$6.27	\$0.00	\$38.36
3	60	\$25.57	\$8.65	\$6.84	\$0.00	\$41.06
4	65	\$27.70	\$8.65	\$7.41	\$0.00	\$43.76
5	70	\$29.83	\$8.65	\$19.63	\$0.00	\$58.11
6	75	\$31.97	\$8.65	\$20.20	\$0.00	\$60.82
7	80	\$34.10	\$8.65	\$20.77	\$0.00	\$63.52
8	90	\$38.36	\$8.65	\$21.91	\$0.00	\$68.92

**Effective Date - 07/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.91	\$8.65	\$0.00	\$0.00	\$30.56
2	55	\$24.10	\$8.65	\$6.27	\$0.00	\$39.02
3	60	\$26.29	\$8.65	\$6.84	\$0.00	\$41.78
4	65	\$28.48	\$8.65	\$7.41	\$0.00	\$44.54
5	70	\$30.67	\$8.65	\$19.63	\$0.00	\$58.95
6	75	\$32.87	\$8.65	\$20.20	\$0.00	\$61.72
7	80	\$35.06	\$8.65	\$20.77	\$0.00	\$64.48
8	90	\$39.44	\$8.65	\$21.91	\$0.00	\$70.00

**Notes:**

Steps are 750 hrs.

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

PAINTER / TAPER (BRUSH, NEW) *	01/01/2022	\$43.16	\$8.65	\$23.05	\$0.00	\$74.86
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	07/01/2022	\$44.36	\$8.65	\$23.05	\$0.00	\$76.06
	01/01/2023	\$45.56	\$8.65	\$23.05	\$0.00	\$77.26
	07/01/2023	\$46.76	\$8.65	\$23.05	\$0.00	\$78.46
	01/01/2024	\$47.96	\$8.65	\$23.05	\$0.00	\$79.66
	07/01/2024	\$49.16	\$8.65	\$23.05	\$0.00	\$80.86
	01/01/2025	\$50.36	\$8.65	\$23.05	\$0.00	\$82.06

**Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW**

**Effective Date - 01/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.58	\$8.65	\$0.00	\$0.00	\$30.23
2	55	\$23.74	\$8.65	\$6.27	\$0.00	\$38.66
3	60	\$25.90	\$8.65	\$6.84	\$0.00	\$41.39
4	65	\$28.05	\$8.65	\$7.41	\$0.00	\$44.11
5	70	\$30.21	\$8.65	\$19.63	\$0.00	\$58.49
6	75	\$32.37	\$8.65	\$20.20	\$0.00	\$61.22
7	80	\$34.53	\$8.65	\$20.77	\$0.00	\$63.95
8	90	\$38.84	\$8.65	\$21.91	\$0.00	\$69.40

**Effective Date - 07/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.18	\$8.65	\$0.00	\$0.00	\$30.83
2	55	\$24.40	\$8.65	\$6.27	\$0.00	\$39.32
3	60	\$26.62	\$8.65	\$6.84	\$0.00	\$42.11
4	65	\$28.83	\$8.65	\$7.41	\$0.00	\$44.89
5	70	\$31.05	\$8.65	\$19.63	\$0.00	\$59.33
6	75	\$33.27	\$8.65	\$20.20	\$0.00	\$62.12
7	80	\$35.49	\$8.65	\$20.77	\$0.00	\$64.91
8	90	\$39.92	\$8.65	\$21.91	\$0.00	\$70.48

**Notes:**

Steps are 750 hrs.

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

PAINTER / TAPER (BRUSH, REPAINT)	01/01/2022	\$41.22	\$8.65	\$23.05	\$0.00	\$72.92
PAINTERS LOCAL 35 - ZONE 2	07/01/2022	\$42.42	\$8.65	\$23.05	\$0.00	\$74.12
	01/01/2023	\$43.62	\$8.65	\$23.05	\$0.00	\$75.32
	07/01/2023	\$44.82	\$8.65	\$23.05	\$0.00	\$76.52
	01/01/2024	\$46.02	\$8.65	\$23.05	\$0.00	\$77.72
	07/01/2024	\$47.22	\$8.65	\$23.05	\$0.00	\$78.92
	01/01/2025	\$48.42	\$8.65	\$23.05	\$0.00	\$80.12

**Classification**

**Effective Date    Base Wage    Health    Pension    Supplemental Unemployment    Total Rate**

**Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT**

**Effective Date - 01/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.61	\$8.65	\$0.00	\$0.00	\$29.26
2	55	\$22.67	\$8.65	\$6.27	\$0.00	\$37.59
3	60	\$24.73	\$8.65	\$6.84	\$0.00	\$40.22
4	65	\$26.79	\$8.65	\$7.41	\$0.00	\$42.85
5	70	\$28.85	\$8.65	\$19.63	\$0.00	\$57.13
6	75	\$30.92	\$8.65	\$20.20	\$0.00	\$59.77
7	80	\$32.98	\$8.65	\$20.77	\$0.00	\$62.40
8	90	\$37.10	\$8.65	\$21.91	\$0.00	\$67.66

**Effective Date - 07/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.21	\$8.65	\$0.00	\$0.00	\$29.86
2	55	\$23.33	\$8.65	\$6.27	\$0.00	\$38.25
3	60	\$25.45	\$8.65	\$6.84	\$0.00	\$40.94
4	65	\$27.57	\$8.65	\$7.41	\$0.00	\$43.63
5	70	\$29.69	\$8.65	\$19.63	\$0.00	\$57.97
6	75	\$31.82	\$8.65	\$20.20	\$0.00	\$60.67
7	80	\$33.94	\$8.65	\$20.77	\$0.00	\$63.36
8	90	\$38.18	\$8.65	\$21.91	\$0.00	\$68.74

**Notes:**

Steps are 750 hrs.

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

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
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For apprentice rates see "Apprentice- LABORER (Heavy and Highway)

PANEL & PICKUP TRUCKS DRIVER TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2021	\$35.78	\$13.41	\$16.01	\$0.00	\$65.20
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PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) PILE DRIVER LOCAL 56 (ZONE 2)	08/01/2020	\$46.11	\$9.40	\$23.12	\$0.00	\$78.63
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For apprentice rates see "Apprentice- PILE DRIVER"

PILE DRIVER PILE DRIVER LOCAL 56 (ZONE 2)	08/01/2020	\$46.11	\$9.40	\$23.12	\$0.00	\$78.63
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**Apprentice - PILE DRIVER - Local 56 Zone 2**

**Effective Date - 08/01/2020**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**Notes:** Apprentice wages shall be no less than the following Steps;  
 (Same as set in Zone 1)  
 1\$57.06/2\$61.96/3\$66.87/4\$69.32/5\$71.78/6\$71.78/7\$76.68/8\$76.68

**Apprentice to Journeyworker Ratio:1:5**

PIPELAYER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95

For apprentice rates see "Apprentice- LABORER"

PIPELAYER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY &amp; HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
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For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

PLUMBER & PIPEFITTER <i>PLUMBERS LOCAL 4</i>	09/01/2021	\$48.50	\$9.80	\$16.12	\$0.00	\$74.42
	03/01/2022	\$49.50	\$9.80	\$16.12	\$0.00	\$75.42

**Apprentice - PLUMBER/PIPEFITTER - Local 4**

**Effective Date - 09/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$19.40	\$9.80	\$0.00	\$0.00	\$29.20
2	50	\$24.25	\$9.80	\$0.00	\$0.00	\$34.05
3	60	\$29.10	\$9.80	\$0.00	\$0.00	\$38.90
4	70	\$33.95	\$9.80	\$6.41	\$0.00	\$50.16
5	80	\$38.80	\$9.80	\$6.41	\$0.00	\$55.01

**Effective Date - 03/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$19.80	\$9.80	\$0.00	\$0.00	\$29.60
2	50	\$24.75	\$9.80	\$0.00	\$0.00	\$34.55
3	60	\$29.70	\$9.80	\$0.00	\$0.00	\$39.50
4	70	\$34.65	\$9.80	\$6.41	\$0.00	\$50.86
5	80	\$39.60	\$9.80	\$6.41	\$0.00	\$55.81

**Notes:**  
 Steps - 2000 hrs; Step 4 w/lic 75%, Step 5 w/lic 85%  
 Step 4 w/lic \$52.59, Step 5 w/lic \$57.44

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

PNEUMATIC CONTROLS (TEMP.) <i>PLUMBERS LOCAL 4</i>	09/01/2021	\$48.50	\$9.80	\$16.12	\$0.00	\$74.42
	03/01/2022	\$49.50	\$9.80	\$16.12	\$0.00	\$75.42

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PNEUMATIC DRILL/TOOL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY &amp; HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"					
POWDERMAN & BLASTER <i>LABORERS - ZONE 2</i>	12/01/2021	\$36.41	\$9.10	\$16.64	\$0.00	\$62.15
	06/01/2022	\$37.31	\$9.10	\$16.64	\$0.00	\$63.05
	12/01/2022	\$38.16	\$9.10	\$16.64	\$0.00	\$63.90
	06/01/2023	\$39.06	\$9.10	\$16.64	\$0.00	\$64.80
	12/01/2023	\$39.96	\$9.10	\$16.64	\$0.00	\$65.70
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY &amp; HIGHWAY)</i>	12/01/2021	\$36.41	\$9.10	\$16.64	\$0.00	\$62.15
	For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"					
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
	For apprentice rates see "Apprentice- OPERATING ENGINEERS"					
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
	For apprentice rates see "Apprentice- OPERATING ENGINEERS"					
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$33.69	\$14.00	\$16.05	\$0.00	\$63.74
	For apprentice rates see "Apprentice- OPERATING ENGINEERS"					
READY-MIX CONCRETE DRIVER <i>TEAMSTERS 170 - Dauphinis (Bellingham)</i>	01/01/2022	\$25.75	\$9.76	\$4.00	\$0.00	\$39.51
	12/01/2022	\$26.40	\$10.26	\$4.75	\$0.00	\$41.41
	01/01/2023	\$26.40	\$10.26	\$4.75	\$0.00	\$41.41
	12/01/2023	\$27.00	\$10.76	\$5.45	\$0.00	\$43.21
	01/01/2024	\$27.00	\$10.76	\$5.45	\$0.00	\$43.21
	12/01/2024	\$27.60	\$11.26	\$6.15	\$0.00	\$45.01
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	01/01/2025	\$27.60	\$11.26	\$6.15	\$0.00	\$45.01
	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
	For apprentice rates see "Apprentice- OPERATING ENGINEERS"					
ROOFER (Inc.Roofer Waterproofng &Roofer Damproofg) <i>ROOFERS LOCAL 33</i>	08/01/2021	\$47.03	\$12.28	\$18.15	\$0.00	\$77.46
	02/01/2022	\$48.46	\$12.28	\$18.15	\$0.00	\$78.89

**Classification**

**Effective Date    Base Wage    Health    Pension    Supplemental Unemployment    Total Rate**

**Apprentice - ROOFER - Local 33**

**Effective Date - 08/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.52	\$12.28	\$4.56	\$0.00	\$40.36
2	60	\$28.22	\$12.28	\$18.15	\$0.00	\$58.65
3	65	\$30.57	\$12.28	\$18.15	\$0.00	\$61.00
4	75	\$35.27	\$12.28	\$18.15	\$0.00	\$65.70
5	85	\$39.98	\$12.28	\$18.15	\$0.00	\$70.41

**Effective Date - 02/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.23	\$12.28	\$4.56	\$0.00	\$41.07
2	60	\$29.08	\$12.28	\$18.15	\$0.00	\$59.51
3	65	\$31.50	\$12.28	\$18.15	\$0.00	\$61.93
4	75	\$36.35	\$12.28	\$18.15	\$0.00	\$66.78
5	85	\$41.19	\$12.28	\$18.15	\$0.00	\$71.62

**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:\*\***

ROOFER SLATE / TILE / PRECAST CONCRETE ROOFERS LOCAL 33	08/01/2021	\$47.28	\$12.28	\$18.15	\$0.00	\$77.71
	02/01/2022	\$48.71	\$12.28	\$18.15	\$0.00	\$79.14
For apprentice rates see "Apprentice- ROOFER"						
SHEETMETAL WORKER SHEETMETAL WORKERS LOCAL 63	01/01/2022	\$39.29	\$10.64	\$17.33	\$2.02	\$69.28

**Apprentice - SHEET METAL WORKER - Local 63**

**Effective Date - 01/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$17.68	\$4.79	\$4.67	\$0.81	\$27.95
2	50	\$19.65	\$5.32	\$5.19	\$0.90	\$31.06
3	55	\$21.61	\$5.85	\$9.33	\$1.10	\$37.89
4	60	\$23.57	\$6.38	\$9.33	\$1.18	\$40.46
5	65	\$25.54	\$6.92	\$9.33	\$1.25	\$43.04
6	70	\$27.50	\$7.45	\$9.33	\$1.33	\$45.61
7	75	\$29.47	\$7.98	\$9.33	\$1.40	\$48.18
8	80	\$31.43	\$8.51	\$16.29	\$1.69	\$57.92
9	85	\$33.40	\$9.04	\$16.29	\$1.76	\$60.49
10	90	\$35.36	\$9.58	\$16.29	\$1.84	\$63.07

**Notes:**

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.53	\$13.41	\$16.01	\$0.00	\$65.95
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 669</i>	04/01/2021	\$43.14	\$10.55	\$16.41	\$0.00	\$70.10

**Apprentice - SPRINKLER FITTER - Local 669**

**Effective Date - 04/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$19.41	\$7.75	\$0.00	\$0.00	\$27.16
2	50	\$21.57	\$7.75	\$0.00	\$0.00	\$29.32
3	55	\$23.73	\$10.55	\$8.15	\$0.00	\$42.43
4	60	\$25.88	\$10.55	\$8.15	\$0.00	\$44.58
5	65	\$28.04	\$10.55	\$8.40	\$0.00	\$46.99
6	70	\$30.20	\$10.55	\$8.40	\$0.00	\$49.15
7	75	\$32.36	\$10.55	\$8.40	\$0.00	\$51.31
8	80	\$34.51	\$10.55	\$8.40	\$0.00	\$53.46
9	85	\$36.67	\$10.55	\$8.40	\$0.00	\$55.62
10	90	\$38.83	\$10.55	\$8.40	\$0.00	\$57.78

**Notes:**

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

STEAM BOILER OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TERRAZZO FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE &amp; TILE</i>	08/01/2021	\$56.09	\$11.39	\$22.25	\$0.00	\$89.73
	02/01/2022	\$56.68	\$11.39	\$22.25	\$0.00	\$90.32

**Classification**

**Effective Date    Base Wage    Health    Pension    Supplemental Unemployment    Total Rate**

**Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile**

**Effective Date - 08/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.05	\$11.39	\$22.25	\$0.00	\$61.69
2	60	\$33.65	\$11.39	\$22.25	\$0.00	\$67.29
3	70	\$39.26	\$11.39	\$22.25	\$0.00	\$72.90
4	80	\$44.87	\$11.39	\$22.25	\$0.00	\$78.51
5	90	\$50.48	\$11.39	\$22.25	\$0.00	\$84.12

**Effective Date - 02/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.34	\$11.39	\$22.25	\$0.00	\$61.98
2	60	\$34.01	\$11.39	\$22.25	\$0.00	\$67.65
3	70	\$39.68	\$11.39	\$22.25	\$0.00	\$73.32
4	80	\$45.34	\$11.39	\$22.25	\$0.00	\$78.98
5	90	\$51.01	\$11.39	\$22.25	\$0.00	\$84.65

**Notes:**

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

TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$42.58	\$9.10	\$17.72	\$0.00	\$69.40
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For apprentice rates see "Apprentice- LABORER"

TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$41.30	\$9.10	\$17.72	\$0.00	\$68.12
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For apprentice rates see "Apprentice- LABORER"

TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$41.18	\$9.10	\$17.72	\$0.00	\$68.00
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For apprentice rates see "Apprentice- LABORER"

TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.82	\$13.41	\$16.01	\$0.00	\$66.24
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TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2021	\$53.41	\$9.10	\$18.17	\$0.00	\$80.68
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For apprentice rates see "Apprentice- LABORER"

TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2021	\$55.41	\$9.10	\$18.17	\$0.00	\$82.68
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For apprentice rates see "Apprentice- LABORER"

TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2021	\$45.48	\$9.10	\$18.17	\$0.00	\$72.75
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For apprentice rates see "Apprentice- LABORER"

TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2021	\$47.48	\$9.10	\$18.17	\$0.00	\$74.75
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For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
VAC-HAUL TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
VOICE-DATA-VIDEO TECHNICIAN ELECTRICIANS LOCAL 96	09/05/2021	\$32.86	\$11.57	\$15.72	\$0.00	\$60.15
	09/04/2022	\$34.19	\$12.20	\$15.91	\$0.00	\$62.30

**Apprentice - VOICE-DATA-VIDEO TECHNICIAN - Local 96**

**Effective Date - 09/05/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.43	\$11.57	\$4.10	\$0.00	\$32.10
2	55	\$18.07	\$11.57	\$4.15	\$0.00	\$33.79
3	60	\$19.72	\$11.57	\$15.32	\$0.00	\$46.61
4	65	\$21.36	\$11.57	\$15.37	\$0.00	\$48.30
5	70	\$23.00	\$11.57	\$15.42	\$0.00	\$49.99
6	75	\$24.65	\$11.57	\$15.47	\$0.00	\$51.69
7	80	\$26.29	\$11.57	\$15.52	\$0.00	\$53.38
8	85	\$27.93	\$11.57	\$15.57	\$0.00	\$55.07

**Effective Date - 09/04/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.10	\$12.20	\$4.27	\$0.00	\$33.57
2	55	\$18.80	\$12.20	\$4.32	\$0.00	\$35.32
3	60	\$20.51	\$12.20	\$15.50	\$0.00	\$48.21
4	65	\$22.22	\$12.20	\$15.55	\$0.00	\$49.97
5	70	\$23.93	\$12.20	\$15.60	\$0.00	\$51.73
6	75	\$25.64	\$12.20	\$15.65	\$0.00	\$53.49
7	80	\$27.35	\$12.20	\$15.70	\$0.00	\$55.25
8	85	\$29.06	\$12.20	\$15.75	\$0.00	\$57.01

**Notes:**

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

WAGON DRILL OPERATOR LABORERS - ZONE 2	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95

For apprentice rates see "Apprentice- LABORER"

WAGON DRILL OPERATOR (HEAVY & HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
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For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

WASTE WATER PUMP OPERATOR OPERATING ENGINEERS LOCAL 4	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

WATER METER INSTALLER PLUMBERS LOCAL 4	09/01/2021	\$48.50	\$9.80	\$16.12	\$0.00	\$74.42
	03/01/2022	\$49.50	\$9.80	\$16.12	\$0.00	\$75.42

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Outside Electrical - East</b>						
CABLE TECHNICIAN (Power Zone) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$29.67	\$9.25	\$1.89	\$0.00	\$40.81
For apprentice rates see "Apprentice- LINEMAN"						
CABLEMAN (Underground Ducts & Cables) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$42.03	\$9.25	\$10.27	\$0.00	\$61.55
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN CDL <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$34.62	\$9.25	\$10.07	\$0.00	\$53.94
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$27.20	\$9.25	\$1.82	\$0.00	\$38.27
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class A CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$42.03	\$9.25	\$14.35	\$0.00	\$65.63
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class B CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$37.09	\$9.25	\$10.87	\$0.00	\$57.21
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$27.20	\$9.25	\$1.82	\$0.00	\$38.27
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN -Inexperienced (<2000 Hrs.) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$22.25	\$9.25	\$1.82	\$0.00	\$33.32
For apprentice rates see "Apprentice- LINEMAN"						
JOURNEYMAN LINEMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$49.45	\$9.25	\$17.48	\$0.00	\$76.18

**Apprentice - LINEMAN (Outside Electrical) - East Local 104**

**Effective Date - 08/30/2020**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$29.67	\$9.25	\$3.39	\$0.00	\$42.31
2	65	\$32.14	\$9.25	\$3.46	\$0.00	\$44.85
3	70	\$34.62	\$9.25	\$3.54	\$0.00	\$47.41
4	75	\$37.09	\$9.25	\$5.11	\$0.00	\$51.45
5	80	\$39.56	\$9.25	\$5.19	\$0.00	\$54.00
6	85	\$42.03	\$9.25	\$5.26	\$0.00	\$56.54
7	90	\$44.51	\$9.25	\$7.34	\$0.00	\$61.10

**Notes:**

**Apprentice to Journeyworker Ratio:1:2**

TELEDATA CABLE SPLICER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	02/04/2019	\$30.73	\$4.70	\$3.17	\$0.00	\$38.60
TELEDATA LINEMAN/EQUIPMENT OPERATOR <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	02/04/2019	\$28.93	\$4.70	\$3.14	\$0.00	\$36.77
TELEDATA WIREMAN/INSTALLER/TECHNICIAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	02/04/2019	\$28.93	\$4.70	\$3.14	\$0.00	\$36.77

Additional Apprentices 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. Apprentices 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, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

\*\*\*\* APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

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TAX PAYMENT CERTIFICATE  
(Bid Form Attachment)



**No General Bidder or Filed Sub-bidder will be eligible for a contract award unless the following certification has been completed and submitted to the Awarding Authority with its bid.**

CITY OF WORCESTER FORM  
OF  
TAX PAYMENT CERTIFICATE

STATE LAW NOW MANDATES THAT TO DO BUSINESS WITH THE CITY OF WORCESTER the Massachusetts Revenue Enforcement and Protection Program of 1983 requires that the following be supplied with your Bid:

Date: \_\_\_\_\_

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the Penalties of Perjury That I, To My Best Knowledge and Belief, Have Filed ALL Massachusetts State Tax Returns and Paid ALL Massachusetts State and City Taxes Required under Law.

Company Name: \_\_\_\_\_

Street and Number: \_\_\_\_\_

City or Town: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Social Security Number or Federal Identification Number: \_\_\_\_\_

Is Company Certified by State Office of Minority and Women Business Assistance (SOMWBA)?

Yes \_\_\_\_\_ Date of Certification: \_\_\_\_\_

No \_\_\_\_\_

Failure to complete this form may result in rejection of Bid and/or removal from City Bid Lists.

\_\_\_\_\_  
BIDDER'S Authorized Signature

Document 00 95 00  
REO & MBE/WBE WORKER UTILIZATION

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# **IMPORTANT NOTICE TO BIDDERS**

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**\*\* RESPONSIBLE EMPLOYER ORDINANCE**

and

**MINORITY/WOMEN BUSINESS ENTERPRISE AND WORKER UTILIZATION**

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**BIDDERS MUST COMPLETE FORMS EOO-101 AND REO-101,  
WHICH ARE PART OF THE BID SUBMISSION**

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GENERAL BIDDERS, PROPOSERS, TRADE CONTRACTORS, FILED SUBCONTRACTORS, AND NON-FILED SUBCONTRACTORS, AT EVERY TIER, MUST PROVIDE EVIDENCE OF COMPLIANCE WITH THE CITY OF WORCESTER'S RESPONSIBLE EMPLOYER ORDINANCE ("REO") (See, Supplementary General Conditions, Section 4.7).

**PLEASE SEE THE FOLLOWING PAGES FOR FURTHER REO REQUIREMENTS.**

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Direct any questions about these forms and procedures to:

Contract Compliance Officer  
City Hall – Room 201  
455 Main Street  
Worcester, MA 01608  
(508) 799-1174  
[purchasing@worcesterma.gov](mailto:purchasing@worcesterma.gov)

\*\* This requirement applies to general bids over \$100,000 and all subcontractors at every tier exclusive of any pricing threshold.

**MINORITY/WOMEN BUSINESS ENTERPRISE AND WORKER UTILIZATION  
BIDDERS INFORMATION ON PROCEDURES AND FORMS**

**FORM E00-D/102**

To make all contractors aware of their obligation to follow certain procedures and file appropriate reports pertaining to those procedures, the following sets for the City's the Minority/Women Business Enterprise and Worker Utilization requirements and the Responsible Employer Ordinance. Also included is the Affidavit of Acknowledgement and Certification of Compliance, Form E00-101. This form is to be completed and filed as part of your bid.

The following documents are included in this bid:

1. **AFFIDAVIT OF ACKNOWLEDGEMENT AND CERTIFICATION OF COMPLIANCE, E00-101**

General Contractors, Trade Contractors, Filed Subcontractors and Non-Filed Subcontractors shall complete and submit this form as part of their bid on all City construction projects. Each additional subcontractor shall complete this form and submit it to the general contractor who shall forward it to the Contract Compliance Office, **PRIOR** to the subcontractor's beginning work on the project.

2. **SUPPLEMENTAL EQUAL EMPLOYMENT OPPORTUNITY ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM E00-D/3**

The Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action requirements establish the goals and procedures for the utilization of minority and women owned businesses and people of color and women workers on City construction projects.

3. **SUCCESSFUL BIDDER'S OBLIGATION TO PROCEDURES AND FORMS, E00-D/103**

At page \_\_, the list of procedures and forms that will be provided to the successful bidder for use prior to beginning work and at various times throughout the life of the project.

4. **AFFIDAVIT OF ACKNOWLEDGEMENT AND CERTIFICATION OF COMPLIANCE, E00-101**

General Contractors, Trade Contractors, Filed Subcontractors and Non-Filed Subcontractors complete and submit this form as part of their bid on all City construction projects. Each additional subcontractor shall complete this form and submit it to the general contractor who shall forward it to the Contract Compliance Office, **PRIOR** to the subcontractor's beginning work on the project.

5. **SUPPLEMENTAL EQUAL EMPLOYMENT OPPORTUNITY ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM E00-D/3**

The agreement between the City of Worcester and the Massachusetts Commission Against Discrimination establishing the goals and procedures for the utilization of minority and women owned businesses and minority and women workers on City Construction projects.

6. **SUCCESSFUL BIDDER'S OBLIGATION TO PROCEDURES AND FORMS, E00-D/103**

This is a listing of the procedures and forms that will be provided to the successful bidder for use prior to beginning work and at various times throughout the life of the project.

**CITY OF WORCESTER**  
**MINORITY/WOMEN BUSINESS ENTERPRISE AND WORKER UTILIZATION**  
**PROGRAM**  
**AFFIDAVIT OF ACKNOWLEDGEMENT and CERTIFICATE OF COMPLIANCE**  
**FORM EOO-101**

**TO ALL CONTRACTORS:**

The Bidder or Proposer and all Trade Contractors and Subcontractors under the Bidder or Proposer must complete and submit this form as part of their bid.

**I. THE MINORITY AND WOMEN BUSINESS AND UTILIZATION PROGRAMS**

During the performance of any contract with the City, all General Contractors, Trade Contractors, Filed Subcontractors, and Subcontractors are bound by the obligations of the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program. All contractors and subcontractors (if subcontracting any portion of the work) are obligated to make a good faith effort to engage 10% minority and 5% women owned businesses. Further, each contractor shall make a good faith effort to maintain a workforce that is 38% minority and 10% women.

The undersigned hereby certifies that he/she is familiar with the provisions of the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Programs and agrees to adhere to the provisions therein.

**II.** This contractor IS  or IS NOT  certified by the Supplier Diversity Office of the Commonwealth of Massachusetts to be a minority or women owned and operated business; and

**III.** WILL  or WILL NOT  subcontract any portion of this contract.

Project Name: \_\_\_\_\_ Bid Number: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Business Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ Date: \_\_\_\_\_

FORM EOO-D/3

## THE CITY OF WORCESTER

### SUPPLEMENTAL EQUAL EMPLOYMENT OPPORTUNITY ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM

#### I. AGREEMENT

During the performance of this contract, the contractor or subcontractor (herein collectively referred to in this Form E00-D/3 as the “Contractor”), for himself/herself, his/her assignees, and successors in interest, agree as follows:

1. In conjunction with the performance of work under this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age, sex, or handicap. The aforesaid provision shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment advertising; layoff; termination, rates of pay or other forms of compensation; conditions or privileges of employment; and selection for apprenticeship. The Contractor shall post hereafter in a conspicuous place, available to employees and applicants for employment, notices to be provided by the Commission setting forth the provisions of the Fair Employment Practices Law of the Commonwealth (G.L. Chapter 151 B).
2. In connection with the performance of work under this contract, the Contractor shall undertake in good faith affirmative action measures designed to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, age, sex, or handicap, and to eliminate and remedy any effects of such discrimination in the past. Such affirmative action shall entail positive and aggressive measures to ensure equal opportunity in the areas of apprenticeship training programs. This affirmative action shall include all action required to guarantee equal employment opportunity for all persons, regardless of race, color, religious creed, national origin, age, sex, or handicap. The purpose of this provision is to ensure to the fullest extent possible an adequate supply of skilled tradesmen for this and future City public construction projects.

#### II. OBLIGATION

1. As part of the obligation of remedial action under the foregoing section, the Contractor shall maintain goals on this project no less than thirty eight percent (38%) minority employee and ten percent (10%) women employee hours of the total work hours in each job category including but not limited to, bricklayers, carpenters, cement masons, electricians, iron workers, operating engineers, and those “classes of work” enumerated in G.L. c. 149, Sec. 44F.
2. In the hiring of minority and women journeymen, apprentices, trainees and advanced trainees, the Contractor shall rely on referrals from a multi-employer affirmative action program approved by the City, traditional referral methods used by the

- construction industry, and referrals from agencies, not more than three (3) in number at any one time, designated by the City.
3. Every contractor, at every tier, shall commit to workforce diversity and shall use best efforts to use twenty five percent (25%) Worcester resident work hours.

### III. REPORTS

1. Contractor shall prepare projected manning tables on a quarterly basis, **Quarterly Projected Workforce Table, E00-105**. These shall be broken down into projections by week, for workers required in each trade. Copies shall be furnished to the City one week in advance of the commencement of the period covered, and at such time as there is a need to be updated during the period.
2. The Contractor shall prepare records of employment referral orders, shall be made available to the City on request.
3. The Contractor shall prepare the **Certified Payroll Report on a weekly basis**, which lists the hours worked in each trade by each employee identified as minority, non-minority, male and female. Copies of these shall be provided to the City at the end of each week.

### IV. SUBCONTRACTING WORK

If the Contractor shall use any Subcontractor on any work performed under this contract, affirmative action shall be taken to negotiate with qualified minority and women contractors. This affirmative action shall cover both pre-bid and post-bid periods.

### V. EMPLOYMENT

In the employment of journeymen, apprentices, trainees, and advanced trainees, 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 there from or released from active duty therein, and who are qualified to perform the work to which the employment relates, and, secondly, to make reasonable efforts to employ citizens of the Commonwealth generally, and, if such cannot be obtained in sufficient numbers, then to citizens of the United States.

### VI. RIGHT OF ACCESS

A designee of the City shall have the right of access to the construction site.

### VII. COMPLIANCE WITH REQUIREMENTS

The Contractor shall comply with the provisions of Executive Order No. 452, as amended and of Chapter 151B as amended, of the Massachusetts General Laws.

### VIII. NON-DISCRIMINATION

The Contractor, in the performance of all work after the award, and prior to completion of the contract work, will not discriminate on the grounds of race, color, religious creed,

national origin, age, sex, or handicap in employment practices, in the selection or retention of other contractors or in the procurement of materials and rentals of equipment.

**IX. SOLICITATIONS FOR SUBCONTRACTORS, AND FOR THE PROCUREMENT OF MATERIALS AND EQUIPMENT**

The Contractor shall, in writing, notify each entity to which it solicits (either by competitive bidding or negotiation, as applicable) for work under a subcontract or for materials or supplies of the Contractor's obligation relative to non-discrimination and affirmative action.

**X. CONTRACTOR'S CERTIFICATION**

Contractors bidding as General Contractors or Filed Sub-contractors shall certify that they will comply with the City's workforce goals and business enterprise goals and specific affirmative action steps contained in this Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program by signing and submitting with the bid the **Affidavit of Acknowledgement and Certification of Compliance, Form E00-101**.

**If any Contractor subcontracts any portion of the work, the Contractor is required to obtain from each Subcontractor, regardless of tier, an Affidavit of Acknowledgement and Certification of Compliance, Form E00-101 stating that it will comply with the minority and women subcontracting and manpower ratios and specific affirmative action steps** contained in this Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program by signing this form and submitting it to the Contractor for submission to the awarding authority not later than five working days following the opening of the bids.

**XI. COMPLIANCE – INFORMATION, REPORTS**

The Contractor will provide all information and reports required by the City on instructions issued and will permit access to its facilities and any books, records, accounts and other sources of information which may be determined by the City to affect the employment of personnel and the City's supplementary affirmative action contract requirements. Where information required is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City and shall set forth what efforts have been made to obtain the information.

**XII. 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 decisions of such court shall not affect or impair any of the remaining provisions.

**XIII. WAIVER**

The City reserves the right to waive any stipulation in the M/WBE Program when deemed necessary or appropriate for the general good of the City and its programs.

## DEFINITIONS

**Contractor** - Except where otherwise specifically stated the term “Contractor” shall mean any General Contractor

**City** - is the City of Worcester, Massachusetts

**M/WBE** – is A Minority and Women Business Enterprise as certified by the State Office of Minority and Women Business Assistance to be 51% or more minority or women owned and operated.

**Person of Color/People of Color** – shall mean individuals who are not classified as non-Hispanic/Latino white. This definition shall also apply to the terms of “Worker of Color” and “Workers of Color.”

**CITY OF WORCESTER  
INITIAL STATEMENT AND CERTIFICATION OF COMPLIANCE  
WITH THE RESPONSIBLE EMPLOYER ORDINANCE**

**FORM REO 101 - PAGE 1 OF 2**

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**PROJECT:**

**CONTRACTOR:**

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ALL BIDDERS, PROPOSERS AND ALL SUBCONTRACTORS AND TRADE CONTRACTORS, INCLUDING SUBCONTRACTORS NOT SUBJECT TO G.L. c. 149, § 44F, UNDER THE BIDDER FOR PROJECTS SUBJECT TO G.L. c. 149, § 44A(2), AND PROPOSERS FOR PROJECTS SUBJECT TO G.L. c. 149A, SHALL AS A CONDITION TO SUBMITTING A BID OR A PROPOSAL, OR SUBCONTRACTING, OR IN ANY EVENT PRIOR TO ENTERING INTO A SUBCONTRACTOR AT ANY TIER, VERIFY UNDER OATH COMPLIANCE WITH THE FOLLOWING OBLIGATIONS AND FURTHER SHALL CERTIFY SUCH COMPLIANCE ON A WEEKLY BASIS FOR THE DURATION OF THE PROJECT:

- 1) That the applicable Prevailing Wage Rates shall be paid to all employees and the Weekly Payroll Report Form and Statement of Compliance shall be submitted to the Contract Compliance Office on a weekly basis for the entire duration of the project;
- 2) The contractor and subcontractors shall furnish and maintain appropriate industrial accident insurance coverage, for the duration of the project, for all their respective employees employed on the project in accordance with G.L. c. 152;
- 3) That the contractor and subcontractors shall properly classify employees on the project as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes and income tax withholding. (G.L. c.149, §148B);
- 4) That at the time employees begin work at the worksite, each employee 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;
- 5) That the contractor and subcontractor is in compliance with the health and hospitalization requirements of the Massachusetts Health Care Reform law established by Chapter 58 of the Acts of 2006, as amended, and regulations promulgated pursuant to that statute by the Commonwealth Health Insurance Connector Authority;
- 6) That the contractor and subcontractor, for the duration of the applicable contractor's and subcontractor's work on the project, shall ensure that each of its employees entering or leaving the project individually completes the appropriate entries in a daily sign-in/sign-out log to be maintained by the contractor;

- 7) That the contractor is not debarred or otherwise prevented from bidding for or performing work on a public project in the Commonwealth of Massachusetts or in the city of Worcester

THE UNDERSIGNED ACKNOWLEDGES HE/SHE HAS READ THE ABOVE OBLIGATIONS AND CERTIFIES THE CONTRACTOR'S COMPLIANCE WITH THEM.

**Signed as a True Statement under Oath:**

\_\_\_\_\_  
(Bidder)

\_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Print Name and Corporate Title)

(Seal)

**RESPONSIBLE EMPLOYER ORDINANCE**  
and  
**MINORITY/WOMEN BUSINESS ENTERPRISE AND WORKER UTILIZATION**

---

FORM E00-D/103

**SUCCESSFUL BIDDER'S OBLIGATION**  
**TO COMPLY WITH PROCEDURES AND FORMS**

Successful bidders (may also be referred to as “contractor” on this Form E00-D/103) on City construction projects will receive a package of procedures and forms to be used at specific times throughout the life of the project.

The following is a list of the documents that will be sent to successful bidders when this office is notified that a contract has been, or is about to be, executed. If the successful bidder does not receive this package of procedures and forms, it shall be responsible to promptly contact the Purchasing Division and request said package be provided.

- I. **BUILDING TRADES – CONTACT LIST, E00-D/6**  
When a contractor cannot fulfill the worker utilization percentages, the contractor may contact the appropriate building trade’s locals to request assistance in locating and engaging qualified workers.
  
- II. **AFFIDAVIT OF ACKNOWLEDGEMENT and CERTIFICATION OF COMPLIANCE, (FOR SUBCONTRACTORS), E00-101**  
If any portion of a project is to be subcontracted at any tier, each additional subcontractor shall complete this form and send it to the Contract Compliance Officer within two business days of contract execution and PRIOR to beginning work on the project.
  
- III. **TABLE OF PROJECTED SUBCONTRACTORS, E00-103**  
The contractor shall report the use of subcontractors at any tier to the Contract Compliance Officer on this form prior to the subcontractor beginning work on the project.
  
- IV. **SUBCONTRACTOR’S CERTIFICATE OF INTENT TO PARTICIPATE, E00-104**  
Each non-filed subcontractor engaged to work a project shall complete and forward this form to the Contract Compliance Officer prior to beginning work on the project.
  
- V. **QUARTERLY PROJECTED WORKFORCE TABLE, E00-105**  
Each contractor and subcontractor, regardless of tier, shall complete and forward this form to the Contract Compliance Officer prior to beginning work and again for each additional three month period throughout the life of the project.
  
- VII. **INITIAL STATEMENT and CERTIFICATION OF COMPLIANCE WITH THE**

**RESPONSIBLE EMPLOYER ORDINANCE, REO-101 (Pages 1 & 2)**

General contractors, trade contractors, and subcontractors shall complete and submit this form as part of their bid on all City construction projects subject to the provisions of G.L. c. 149 and c. 149A.

The REO requirements are applicable under G.L. c. 149 to contracts of \$150,000 or more. Under G.L. c. 149A the requirements are applicable only to contracts \$5,000,000.00 or more. There is no minimum threshold for subcontractors. Therefore all subcontractors, i.e., trade contractors, and subcontractors at every tier must comply with the requirements of the REO.

The general contractor shall forward all trade contractor's and subcontractor's (at any tier) REO-101 and REO 103 Forms and REO documentation to the Contract Compliance Officer for approval, PRIOR to said subcontractor's beginning work.

**VIII. WEEKLY STATEMENT AND CERTIFICATION OF COMPLIANCE WITH THE RESPONSIBLE EMPLOYER ORDINANCE, REO-102**

At the end of each week of work, ALL contractors, trade contractors, and subcontractors, regardless of tier, subject to the provisions of G.L. c. 149 and c. 149A, shall complete and submit this form along with their certified payroll reports to the Contract Compliance Officer.

**IX. WEEKLY CERTIFIED PAYROLL REPORT and WEEKLY WORKFORCE UTILIZATION REPORT.**

At the end of each week of work, all contractors and subcontractors, regardless of tier, shall complete and submit these forms to the Contract Compliance Officer.

The Contract Compliance Office will also accept computer generated payroll reports. However, if the computer payroll does not reflect the prevailing wage, the Contractor must provide a breakdown of the benefits paid to each employee which when added to the base wage equals the prevailing wage.

**CITY OF WORCESTER  
RESPONSIBLE EMPLOYER ORDINANCE REQUIREMENTS**

**FORM REO 103 PAGE 10F 1**

**PROJECT:**

**CONTRACTOR:**

**POST CONTRACT AWARD SUBMISSIONS**

THE GENERAL CONTRACTOR, CONSTRUCTION MANAGER AT RISK, TRADE CONTRACTORS AND SUBCONTRACTORS, INCLUDING SUBCONTRACTORS THAT ARE NOT SUBJECT TO G.L. c. 149, §44F, AND THE GENERAL CONTRACTOR FOR PROJECTS SUBJECT TO G.L. c. 149, §44A(2) AND THE CONSTRUCTION MANAGER AT RISK FOR PROJECTS SUBJECT TO G.L. c. 149A, SHALL SUBMIT THE FOLLOWING INFORMATION AS OUTLINED BELOW FOR THE DURATION OF THE PROJECT:

1. PRIOR TO EACH EMPLOYEE BEGINNING WORK AT THE WORKSITE, IT SHALL SUBMIT DOCUMENTATION EVIDENCING THE EMPLOYEE'S SUCCESSFUL COMPLETION OF A COURSE IN CONSTRUCTION SAFETY AND HEALTH THAT IS APPROVED BY THE UNITED STATES OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION. A QUALIFYING PROGRAM MUST BE A MINIMUM OF TEN HOURS IN DURATION.

2. ON A DAILY BASIS, SUBMIT DAILY SIGN-IN/SIGN-OUT LOGS COMPLETED BY EACH INDIVIDUAL EMPLOYEE ENTERING OR LEAVING THE WORKSITE. THE LOG SHALL INCLUDE THE FOLLOWING: THE LOCATION OF THE PROJECT; CURRENT DATE; PRINTED EMPLOYEE NAME; SIGNED EMPLOYEE NAME; AND THE TIME OF EACH ENTRY OR EXIT. THE LOG SHALL ALSO INCLUDE A PROMINENT NOTICE THAT EMPLOYEES ARE ENTITLED UNDER STATE LAW TO RECEIVE THE PREVAILING WAGE RATE FOR THEIR WORK ON THE PROJECT.

**END OF SECTION 009500**

**CORI COMPLIANCE / GENDER IDENTITY & EXPRESSION**

Vendors entering into contracts with the City of Worcester must affirm that their policies regarding CORI information are consistent with the CORI hiring standards set by the City of Worcester. The City’s CORI hiring policy may be downloaded from City of Worcester website [www.worcesterma.gov](http://www.worcesterma.gov). Questions pertaining to the City’s CORI hiring policy are to be directed to the Equal Employment Opportunity Officer, Executive Office of Human Resources at 508-799-1030.

**CERTIFICATION**

**All Vendors must check one of the three lines below.**

1.        \_\_\_\_\_ CORI checks are not performed on any Applicants.
  
2.        \_\_\_\_\_ CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policy is consistent with the standards set forth with the CORI hiring standards set by the City of Worcester.
  
3.        \_\_\_\_\_ CORI checks are performed on some or all Applicants. The Vendor’s CORI policy is not consistent with the standards set forth with the CORI hiring standards set by the City of Worcester. (a copy of the Vendor’s written CORI policy must accompany this form).

\_\_\_\_\_  
(Typed or printed name of person signing quotation, bid or proposal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Business

A Vendor with a CORI policy that does NOT conform to the City standards must check Line 3. Vendors who check Line 3 will not be permitted to enter into contracts with the City, absent a waiver granted by the City. For any waiver to be granted, a written request should accompany bid submission explaining in detail why the vendor fails or refuses to comply with the City’s CORI hiring standards.

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**Gender Identity Standards Applicable to Vendors**

The city will do business only with vendors that have adopted and employ Gender Identity policies, practices and standards that are consistent with city standards.

The city may review all vendors’ Gender Identity policies and practices for consistency with city standards.

By signing this bid, vendor confirms that their Gender Identity policies, practices and standards are consistent with those of the City of Worcester. For further information please refer to the Ordinance Relative to Gender Identity and Expression found at [www.worcesterma.gov](http://www.worcesterma.gov) or call the LGBTQ Liaison/Director of Human Rights & Disabilities at 508-799-8486.

## WAGE THEFT PREVENTION CERTIFICATION

By the Revised Ordinances, Chapter 2, Section 39, the city of Worcester has established requirements for certain contracts in an effort to prevent wage theft. Prospective contractors must provide the following certification and disclosures with their bids/proposals. The City will not award a contract without receipt of this completed certification.

**INSTRUCTIONS:** A prospective contractor shall **(a)** check Box 1 *OR* Box 2, as applicable, **(b)** check Boxes 3-5, **(c)** sign this form certifying compliance with the Wage Theft Prevention Ordinance, and **(d)** submit the completed form with its bid/proposal. For multi-year contracts, the successful bidder/proposer shall submit the completed form annually to the Purchasing Director.

Pursuant to the Wage Theft Prevention Ordinance, successful bidders/proposals shall post in conspicuous places the Mass. Wage and Hour Laws notice informing employees of the protections of G.L. c. 149, Sec. 151, and the Fair Labor Standards Act (FLSA). The notice may be found at <http://www.mass.gov/ago/docs/workplace/wage/wagehourposter.pdf>

ALL BIDDERS/PROPOSERS MUST CERTIFY THAT [check either Box 1 or Box 2, as applicable]

1.  Neither this vendor/contractor nor any prospective subcontractor has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or FLSA, within three (3) years prior to the date of this bid/proposal submission.

**OR**

2.  This vendor/contractor, or a prospective subcontractor, has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or FLSA, within three (3) years prior to the date of this bid/proposal submission. The firm shall provide a copy of the same with the bid/proposal.

ALL BIDDERS/PROPOSERS MUST CERTIFY EACH OF THE FOLLOWING

3.  Within five (5) days of receiving notice, the vendor/contractor shall report and provide a copy of any federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or FLSA imposed on this firm or on any prospective subcontractor while any bid/proposal to the City is pending and, if awarded a contract, during the term of the contract provide the same to the Purchasing Director.

4.  A vendor/contractor awarded a contract that has disclosed under paragraph 3 above shall, upon request, furnish monthly certified payrolls for the City contract as the Purchasing Director instructs and shall, at the discretion of the Purchasing Director, obtain a wage/payment bond or other suitable insurance as required by the Wage Theft Prevention Ordinance. Vendors/contractors subject to a state or federal debarment for violation of the above laws or prohibited from contracting with the Commonwealth are prohibited from contracting with the City, and upon a finding or order of debarment or prohibition, the City may terminate the contract.

The undersigned certifies under the pains and penalties of perjury that the contractor is in compliance and agrees to remain in compliance with the provisions of the Wage Theft Prevention Ordinance for the term of its contract with the City.

**Signed:** \_\_\_\_\_

Print Name & Title

\_\_\_\_\_ Company Name

\_\_\_\_\_ Date

Section 01 10 00  
SUMMARY OF WORK

PART 1 - GENERAL

1.1 Summary

- a. Project's environmental goals.
- b. Definitions – Owner, Owner's Project Manager, Construction Manager and Architect.
- c. Work by Owner.
- d. Owner early occupancy.
- e. Project Manual formats and conventions.

1.2 Project Description

- a. The main project scope generally includes:

Replacement of the existing High School with a new, 1,670 student High School, constructed adjacent to the existing high school.

The project scope generally consists of constructing a new 424,600+ SF building including classrooms, administrative office areas, Media Center, Gymnasium, Cafeteria, Auditorium, Kitchen/Serving, and a 45,547sf parking garage. The new building is multi-story (on five main levels, one grade floor); fireproofed steel-framed; masonry veneer, metal composite panel; with single-ply membrane roofing, aluminum windows, and with all associated work including site work, architectural, food service, structural, elevators, fire suppression, plumbing, HVAC, electrical, and voice/data/ communications work. Site work generally includes earthwork, utilities, paving, sports field, lawns, plantings, site improvements and other items as indicated in the drawings and specifications. The project is a Chapter 149A Project; the Construction Manager (CM) is Fontaine-Dimeo JV and the Owner's Project Manager is Aecom Tishman.

The project is a multi-phased operation including an Early Site Enabling Phase 1 which is now completed and provided separation of the construction from the existing school. The existing school will remain operational and functioning during construction. With the existing school resuming classes, Phase 2 of the project is now under way. The soil erosion and sediment control measures, cutting and clearing the trees from the site and construction fencing to separate the site from the existing school are in place.

This Phase 3 work includes the new building construction, including all trade bidding though the City of Worcester, remaining non-trade bidding through the Construction Manager, and remaining construction work, followed by commissioning and installation of the Owner furniture, fixtures, and equipment (FF&E). The final work to finish underground utilities, detention basins and drainage systems tied into Highland Street completes Phase 2.

Phase 3a begins the abatement and demolition of the existing school gymnasium, install parking areas, roadways, site lighting, landscaping, and site work to reconfigure the site to allow for safe use of the new school and separate the remaining work for the project. Final FF&E deliveries and move in of teachers to make the school ready for occupancy for the start of the school year in 2024.

Phase 3b completes the abatement and demolition of the remaining existing school. Installation of the new underground utilities serving the athletic field requirements, start construction of the outbuilding at the field, complete the site drainage and new retaining walls at the southwest portion of the site are included in this phase.

Phase 4 includes the completion of the new athletic field, completion of retaining walls, outbuilding structure, installation of bleachers and press box, remaining site improvements and the installation of the field lighting are included in the work to end the project in the summer of 2025.

**Refer to Project Phasing Requirements, Section 01 12 00**

## **BID PACKAGE SUMMARY**

### **Early Site Enabling Bid Package #1-PREVIOUSLY AWARDED AND COMPLETED**

- 1) The scope of work for this package included developing the area around the existing school building to provide temporary site improvements necessary for the daily operation of the occupied school while the new school building is constructed. Under this phase, this completed work is included under this contract as existing conditions, and maintenance of the constructed work is included in future project scopes.

### **60% CD & EARLY SITE BID PACKAGE #2 -PREVIOUSLY AWARD AND UNDERWAY**

- 1) Package includes complete site and civil work including all earthwork, complete utilities, excavations and backfill, site demolition and utility connections, certain excavations, preparations and backfill for other trades, paving and construction of building and field site.
- 2) The Construction Manager to outline in the Early site bid package 0.1, site specification sections and complete scope of the work, and summarized as follows.
- 3) Work to include complete coordination with the City's separate contract to install off-site high service water line from Park Avenue up to the site including stub connections for the site fire service and water service installation under this contract.
- 4) Work to include complete coordination with N-Grids installation of a new electrical service line from Park Avenue up to and into the site, and their complete installation of their equipment including the grounding equipment for the PV system.
- 5) The existing school and services shall be maintained throughout the project until the school is taken out of service under future project phases.
- 6) The work of the site enabling phase is to be accepted, and maintained, including all erosion control measures, barriers and controls.
- 7) Maintain on a performance basis the existing slope stabilization installed as part of the Phase 1 work
- 8) Install and maintain all erosion control measures and upkeep for this complete work, adapted as required as the work progresses until completion.
- 9) All excavations and legal disposal of materials on an unclassified basis.
- 10) Provide tree protection for all trees at the perimeter and at the area of work that are scheduled to remain.
- 11) Include review and reporting of all work required at the east side tree line, and all trees between the property line and limit of work line, trees along the west limit of work line

- and trees on the site indicated to remain by a qualified Arborist (credentials approved by the Architect). No excavations or machinery is allowed within 50 feet or the dripline, whichever is greater until report, recommended actions are submitted and reviewed/ approved. (Branch pruning work foreseen with the landscaping phase, all feeding/ root, protection zones foreseen at this phase) see specifications section 015639 Temporary Tree and Plant Protection, and related landscape/Civil drawings including L0.1.
- 12) Review and report on price to process the 3 existing oak trees to boards and dimensional lumber to be provided to the City/ Technical High School in whole or part
  - 13) Design, Install and maintain SOE retaining wall at the east side of the building between the new and existing gymnasiums.
  - 14) Install and maintain all construction fencing, gates, temporary barriers, temporary stair, directional signage, pavement markings, etc. for return of students and staff/faculty for the duration of the project, throughout all phases.
  - 15) Parking and storage limitations on site and are outlined in the CM's supplementals conditions. Parking is prohibited in the adjacent residential neighborhoods.
  - 16) Salvage items indicated by the, review in advance of the work.
  - 17) Mobilize onsite and provide temporary facilities.
  - 18) Provide as-built documents of completed phase 1 construction for use or this and subsequent phasing.
  - 19) Removal of temporary fencing, and temporary work throughout all phases.
  - 20) CM to maintain all work of the Enabling Phase # 1 until phase 3, including perimeter fencing and erosion controls, pavement, maintain grass until established.
  - 21) Other:
    - a) Work included beyond the Contract Limits: Protection of abutting sidewalks and roadways in public way.
    - b) Completeness: The Work shall be as shown on the Drawings and be complete in every respect and in conformance with all applicable requirements of the governing laws and codes.
    - c) The published specifications are full project based, and are applicable for the particular items listed herein on this scope, and as shown on the Enabling Drawings.
    - d) Coordinate with the work outlined in the future early phases, steel and foundation, and final bid package, which will include the landscaping and site improvement work.

**90% CD & EARLY STRUCTURAL BID PACKAGE #3 – INCLUDING  
FOUNDATION WATERPROOFING TRADE SUB-BID - PREVIOUSLY AWARD  
AND UNDERWAY**

- 1) Package includes Structural steel, Foundation and concrete work around the building
- 2) Trade sub bid work for the foundation waterproofing is included as part of the 90%
- 3) Site concrete will be bid as part of the 100% bid package # 4

**100% CD & EARLY STRUCTURAL BID PACKAGE #3– GENERAL BUILDING  
CONSTRUCTION AND TRADE BIDS**

- 1) Building and site work is phased construction as outlined
- 2) Trade sub bid work for the foundation waterproofing was included as part of the 90% contract set, the remaining DWC work is included in this bid, including foundation waterproofing at the Field storage building.
- 3) Some foundation sleeves for Plumbing and Electrical work have been installed, refer to Construction Managers Supplemental Instructions to bidders' section 00 73

00, Project Phasing Requirements, Section 01 12 00, for summary of work for details on work completed, and the trade contractor's coordination and work responsibilities.

- 4) Ealy electrical work, including temporary electrical, and communication services to the CM/OPM trailers, two electrical manholes, reinforcing grounding have been completed, refer to Construction Managers Supplemental Instructions to bidders' section 00 73 00, Project Phasing Requirements, Section 01 12 00, for summary of work for details on work completed, and the trade contractor's coordination and work responsibilities.
- 5) Holes in parking garage steel, some holes at the stairway steel have been coordinated to be pre punched, for the Fire protection piping, refer to Construction Managers Supplemental Instructions to bidders' section 00 73 00, Project Phasing Requirements, Section 01 12 00, for summary of work for details on work completed, and the trade contractor's coordination and work responsibilities.
- 6) Trade sub bid work to be bid though the City of Worcester Architectural Services, and all inquiries are to be directed to the City as refenced in the division 0 documents. All other non-trades are bid through the Construction Manager all inquiries are to be directed to the Construction Managers office.

### **SCHEDULE**

- 1) Contract time: The Construction Manager may begin on-site work on, after Owner's approval of the submitted schedule. After commencement of work, the Construction Manager shall pursue the Work continuously and with diligence, and bring this phases work to Substantial Completion.
- 2) The students and teachers will be in the existing building until June 15, 2024, then will occupy the new building In August 2024. All work shall be coordinated to minimize any noise or disruptions. CM shall schedule daily meetings with the school's representatives to review the schedule and work activities. Note published schools' calendar is subject to change, and takes precedent to any dates herein.
- 3) Administration staff and maintenance personnel will remain in the existing building though the summers. Site work at the existing site to be coordinated with the staff occupancy over the summer, and during school vacation times.
- 4) Refer to the Construction Manager's instructions to bidders for bid due date, and detailed schedule.
- 5) The Existing School must remain fully occupied and functioning for the entire duration of the project, and the work to include safety and security infrastructure and installations needed to maintain separation of the construction, and the occupied school, including but not limited to barriers, barricades, schedule of construction to accommodate activities of the school, morning and evening pedestrians, staff, parent and student traffic, and buses.
- 6) Highland street, and Park Avenue are a busy main city routes, for vehicular and pedestrian traffic. The construction activities, particularly access and trucking to be scheduled to accommodate. CM shall provide a schedule, scope of the hauling route to and from the site for the owner's review and approval. Any construction traffic though residential areas or streets will not be permitted. Contractor parking is not allowed in the adjacent residential areas.
- 7) Project Phasing requirements and schedule as published.

- a) The Construction Manager to further develop and implement the phasing plan, schedules and requirements as outlined in the noted.
  - b) Each phase has completion dates, including substantial completion of the building, parking areas and final field completion.
  - c) Substantial completion is the stage in the progress of the Work when the work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. This includes any and all permits required by governmental agencies necessary for occupancy and use.
  - d) Landscaping at the east side to be schedule, out of sequence with the main landscaping at the earliest timeframe.
- b. Building Permits: Construction Manager is responsible to ensure all required permits are obtained, and that the work pertaining to permits is properly inspected and certified. Trade Contractors are required to obtain permits relating to their work.
- 1) Building permit fees have been waived by the City of Worcester. Individual permit fees associated with the work of Trade Contractors and subcontractors are the responsibility of the Trade Contractor performing the work of in the case of subcontractors the Construction Manager.
  - 2) City Inspection fees for any re-inspection shall be fully paid for by the responsible trade contractor and subcontractors.
  - 3) All costs associated with utility usage charges related to the construction of the building are the responsibility of the Construction Manager including but not limited to electrical, water and sewer, natural gas, etc.
  - 4) Any fees other than those required by the City of Worcester shall be included, and paid for by the Construction Manager or as part of the Trade Contractor's or subcontractor's scope as applicable.
  - 5) All costs associated with utility back charges related to the construction of the building are paid by the City of Worcester including but not limited to electrical, water and sewer, natural gas, etc. All application information required by the utility companies associated with these back charges, rebate programs as part of the new work shall be furnished and coordinated by the Construction Manager and Trade Contractors as required.
  - 6) costs associated with utility back charges related to the construction of the building are the responsibility of the City of Worcester including but not limited to electrical, water and sewer, natural gas, etc. All utility company inspection fees and applications to be coordinate and paid for by the Trade Contractors and subcontractors.

### 1.3 Project Environmental Goals

- a. Overview of the environmental requirements for the Project: The Owner has established the environmental goal to construct a "green" building integrating the Owner's environmental operational mission into the Project.
  - 1) The Owner's environmental goals for the Project includes participation in the LEED™ (Leadership in Energy and Environmental Design) Program for "SILVER" Certification under the United States Green Building Council's LEED Rating System, LEED v.4 S (Schools).
    - a) Refer to Section 01 81 13 - SUSTAINABLE DESIGN REQUIREMENTS regarding special administrative and procedural requirements related the Owner's LEED goals.

- b) Individual Specification Sections have additional detailed requirements.

1.4 DEFINITIONS – OWNER, Owner’s Project Manager, Architect, and construction manager

- a. Wherever the term "Owner" is used in this specification, it refers to:  
City of Worcester  
455 Main Street, Room 309  
Worcester, Massachusetts 01608
- 1) The terms "Owner" and "Awarding Authority" as used in the Project Manual have the same meaning and are interchangeable in Contract Documents. Both terms refer to the same entity.
  - 2) Important Tax Note: OWNER is a non-profit organization and exempt from certain taxes. It is therefore required that the Construction Manager and all Subcontractors purchasing taxable goods or services make known to suppliers that tax-exempt status of the Owner, in order that such taxes will not be applied to the goods under Contract. In the event that such taxes are paid on any items, the Construction Manager shall obtain rebates for the taxes and reimburse the Owner in the full amount by change order. The Owner will provide the necessary evidence and certificates of its tax-exempt status upon request of those concerned. The most prevalent taxes concerned are:
    - a) Federal Excise Taxes as applied to articles which are taxable under Chapter 32 of the Internal Revenue Code of 1954, as amended. The Owner’s Excise Tax Exemption Certificate Number is applicable.
    - b) Sales and Use Tax imposed by the Commonwealth of Massachusetts: The Owner has been assigned Exemption Certificate Number E-046-001-076 with respect to leases, rental, or purchase of "tangible personal property", including building materials and supplies, subject to the Massachusetts Sales and Use Tax. This exemption does not apply to any equipment leased or rented by the Construction Manager for his own use on the construction of the Project.
    - c) Sales and Use Tax imposed by the states where the Owner does not have exemption status: The Owner may choose to apply for tax exemption status in other states where major building materials and supplies are being purchased. In the event that the Owner obtains exemption status after bids are received, the Construction Manager shall adjust the Stipulated Sum by change order, for the amount equal to the scheduled taxes that were included in the Construction Manager’s Bid.
    - d) Fines and Penalties: Construction Manager and subcontractors are fully responsible for payment of all penalties and fines assessed by authorities having jurisdiction for improper and illegal use of Owner’s tax exemption certificate number.
  - 3) All papers required to be delivered to the Owner shall, unless otherwise specified in writing to the contrary, be delivered to the office of the Architect:
- b. Wherever the term "Owner’s Project Manager" is used in the Contract Documents, it refers to:  
AECOM Tishman  
One Federal Street, 8<sup>th</sup> Floor  
Boston, Massachusetts 02110
- c. Wherever the term "Architect", "Designer", or "Architect/Engineer", is used in the Contract Documents, it refers to:  
Lamoureux Pagano Associates | Architects (LPA|A)

108 Grove Street, Suite 300  
Worcester, Massachusetts 01605

- d. Wherever the term "Construction Manager", "Contractor, or "General Contractor", is used in the Contract Documents, it refers to:
- Fontaine + Dimeo Joint Venture  
12 East Worcester Street, Suite 2A  
Worcester, MA 01604
- 1) The terms "Construction Manager", "General Contractor" and "Contractor" as used in the Project Manual have the same meaning and are interchangeable in Contract Documents. Both terms refer to the same entity.

#### 1.5 Work by Owner

- a. Related work under separate agreements: The Owner will award a separate contract which will commence prior to or during the work of this Contract; which in general includes:
- 1) Testing Laboratory Services for only the services published, other testing by CM
- b. Owner Furnished - Construction Manager Installed (OFICI) Products: The Construction Manager shall install the following Owner furnished items.
- 1) None with this phase
- c. Owner Furnished and Installed (OFI) Products: The Construction Manager has coordinating responsibility for the following work, provided by others under separate agreement(s) with the Owner:
- 1) None at this phase

#### 1.6 Products requiring long lead time

- a. Several products specified in individual specification sections are "long lead time" products and thus require advance ordering. For the following categories of work, affirm early purchase orders under the requirements of Section 01 32 00 – Construction Progress Documentation.
- 1) CM review and advise

#### 1.7 PROJECT MANUAL FORMATS AND CONVENTIONS

- a. Project Manual Format: The Project Manual is organized into Divisions and subdivided into Sections and Documents using Construction Specification Institute (CSI) publication "MasterFormat, 2004 Edition" numbering system.
- 1) Section Identification: Six/Eight digit Section numbers are utilized and cross-referenced throughout the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because only those Section numbers which are applicable to this Project are used.
- 2) Division One of the Project Manual governs procedural and administrative requirements of the Work. Division One requirements are applicable to all Sections and Documents in the Project Manual.
- b. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

- 1) Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular as applicable to the context of the Contract Documents.
- 2) Imperative mood and streamlined language is generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Construction Manager. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Construction Manager or by others when so noted.
  - a) The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

End of Section



Edward M. Augustus, Jr.  
City Manager

CITY OF WORCESTER

December 11, 2020

Mr. John R. Kelly  
Commissioner of Inspectional Services  
25 Meade Street  
Worcester MA 01610

**Re: Doherty Memorial High School - Permits**

Dear Commissioner Kelly,

As it relates to permit fees for the Doherty Memorial High School project, please be advised that the Owner/Construction Manager Agreement, between the City and the Construction Manager exempts the payment of permit fees by the Construction Manager and its sub-contractors. Please consider this letter authorization to proceed with the issuance of permits without the payment of the associated permit fee(s).

Although these permit fees shall not be assessed directly to the Construction Manager, I respectfully request that your division calculate the dollar value of each permit issued by your department and forward the calculated value of each permit to Timothy McGourthy, Chief Financial Officer, and to K. Russell Adams, Assistant Commissioner - DPW&P, for year-end closeout.

Sincerely,

Edward M. Augustus, Jr.  
City Manager

cc: Commissioner Jay J. Fink  
Timothy McGourthy, Chief Financial Officer



OFFICE OF THE CITY MANAGER, CITY HALL, WORCESTER, MA 01608  
TELEPHONE (508) 799-1175 | FAX (508) 799-1208  
EMAIL: [citymanager@worcesterma.gov](mailto:citymanager@worcesterma.gov)



Section 01 12 00  
PROJECT PHASING REQUIREMENTS

**PART 1 - GENERAL**

1.1 RELATED DOCUMENTS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 1 - GENERAL REQUIREMENTS which are hereby made a part of this Section of the Specifications.

1.2 DESCRIPTION OF WORK

- A. Requirements for phasing of Work include logistics, phasing, and completion of designated phases prior to commencement of subsequent phases.

1.3 RELATED SECTIONS

- A. Section 00 73 00b: SCHEDULE PREABLE AND SCHEDULE
- B. Section 01 10 00: SUMMARY OF WORK
- C. Section 01 31 00: PROJECT MANAGEMENT AND COORDINATION
- D. Section 01 33 00: SUBMITTAL PROCEDURES
- E. Section 01 32 00: CONSTRUCTION PROGRESS DOCUMENTATION
- F. Section 01 50 00: TEMPORARY FACILITIES AND CONTROLS
- G. Section 01 77 00: CONTRACT CLOSEOUT

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION**

3.1 SUBMITTALS

- A. Contractor shall submit a Project site and building logistics plan in accordance with the requirements of this Section. Schedule, (Exhibit C) issued herein is a guide as to the minimal requirements, the CM shall further investigate and coordinate all the required items, and include associated costs of their and subcontractors work, outline and coordinate the responsibilities and work of the School, Utility Companies, and other parties involved in the complete construction and occupancy as part of the schedule.

3.2 LOGISTICS

- A. Prior to commencement of Work, Contractor shall prepare and submit to Architect/OPM/DPW/WPS a detailed Project site/building logistic plan, in same size and scale of Drawings, setting forth Contractor plan of Work relative to following, but not limited to, items:
  - 1. Hauling route shall be in accordance with local ordinances and the DEP Administrative Consent Order, a truck access route to and from Projects site.
  - 2. The identification of any overhead wire restrictions for power, streetlighting,

- signal or cable.
  3. Protection of sidewalk pedestrians and vehicular traffic.
  4. Project site fencing and access gate locations.
  5. Construction parking.
  6. Material staging or delivery areas.
  7. Material storage areas.
  8. Temporary trailer and storage locations.
  9. Temporary service location and proposed routing of all temporary utilities.
  10. Location of temporary or accessible fire protection.
  11. Trash removal and location of dumpsters.
  12. Concrete pumping locations.
  13. Crane locations.
  14. Location of portable sanitary facilities.
  15. Mixer truck wash out locations.
  16. Traffic control signage.
  17. Storm Water Pollution Prevention Plan – SWPPP.
  18. Stockpile, or lay down areas.
  19. Security lighting.
  20. Egress plans, egress and emergency lighting plans for construction areas.
  21. Temporary utility connection and lighting, security, plans for all trades.
  22. Weather Protection.
- B. Revised Project site and building logistic plan will be required to be updated for each identified phases of Work as set forth in this Section.
- C. Contractor is responsible for securing and/or obtaining all approvals and permits from authorities having jurisdiction relative to any activities set forth in Section 3.2.A. Construction work
- D. All work shall be done in accordance with NFPA 241, including all reviews with the AHJ, and section 1.3.4 “A safety program shall be included in all construction, alteration, or demolition contracts.”
- E. Refer to General Conditions for work sequencing of all trades, work adjacent to occupied areas must be scheduled as not to interfere with the school’s operations, all disruptive work of all trades shall be scheduled second shift. The schools schedule is critical to meet, all trades shall include in their bid, working weekends, second shifts as required to maintain the published schedule.

### 3.3 PHASING OF THE WORK

- A. Project will be constructed in separate Phases coordinated with the school calendar as described in this Section and indicated on the Drawings. Phasing will also delineate Work to be completed in each designated phase. Unless otherwise approved or directed by Owner, each phase shall be completed according to approved Baseline Schedule prior to commencement of next subsequent phase. Contractor shall incorporate and

coordinate Work of Separate Work Contracts relative to this Project into the Phasing and Construction Schedule, follows is issued as a guideline for the CM.

PHASE #1 -June 2021-August 2021

1. Enabling Site Work
2. Installation of Erosion Control
3. Construction of parking areas, retaining wall, access around the school, separation of the school site from the construction areas. Refer to enabling bid documents for specifics
4. Maintenance of areas within the construction fence
5. Installation and reconfiguration of temporary site fence prior to start of school year

PHASE #2 - August 2021-June 2024

1. Building Construction
2. Substantial completion of building no later than June 6, 2024
3. All site utilities completed for new building tied in and operational
4. Building commissioning Completed

SUMMER 2022

1. Installation of utility ductbanks, gas service, sanitary and grease trap, water and fire protection services
2. Installation of detention Basins
3. Installation of Drainage system and tie into Highland Street

Phase 3a/b – June 2024 – August 2024

1. Disconnection of utilities at existing school and make safe
2. Abate and demolish school gymnasium wing
3. Begin export of material at south side of existing building
4. Move the construction trailers and reconnect utilities
5. Install parking areas, roadways and walks at primary and secondary entrances
6. Complete loop road around school and access to main entrance
  - To include all guardrails, lighting, sidewalks, and fencing
7. Landscaping
8. Relocate fill from onsite stockpiles and begin grading front of site
9. Establish and turn over bus loop at front of school
10. Maintain access to new school for owner occupancy and FF&E deliveries
11. Complete parking at main parking lot
12. Reverse construction and school entrances
13. Relocate construction fencing

PHASE 4 – July 2024 – June 2025

1. Complete abatement and demolition
2. Complete relocation of onsite stockpiles/export
3. Complete installation and connection of drainage systems
4. Begin site retaining walls at athletic fields
5. Begin construction of toilet/storage building Final grading at athletic fields
6. Install athletic fields
7. Complete site retaining walls and sidewalks

8. Complete toilet/storage building
9. Install sports field lighting
10. Complete grandstand and pressbox
11. Final paving at remaining areas
12. Complete all landscaping and touch up work
13. Complete all site improvements and site lighting
14. Complete all remaining contract work
11. Substantial Completion 7/18/25

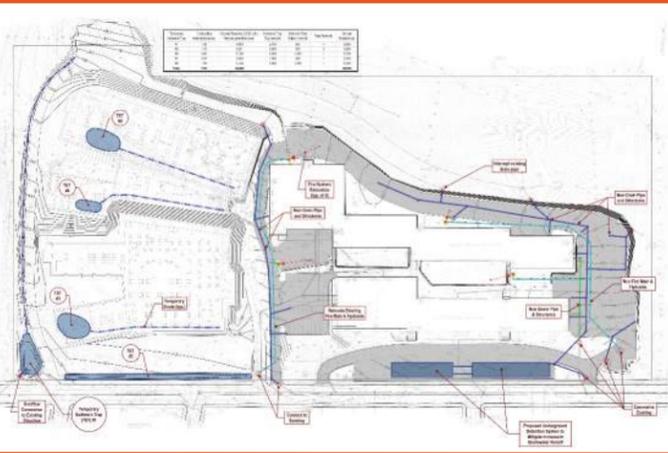
### 3.4 PHASING OF THE WORK – GENERAL

- A. The owner will be impacted by not having all Work of each Phase completed within the indicated schedule and overall Project completed within the Contract Time. It is mandatory Work be complete within Phases and Contract Time.
- B. Site Contractor is responsible for snowplowing, maintaining access to all areas under their control. Landscaping Contractor is responsible for watering, maintenance, and mowing of all areas until accepted by the Owner. Owner is responsible for snowplowing, mowing and maintaining walkways, paths and fields under areas of their use and control.
- C. SUBCONTRACTORS RESPONSIBILITIES;  
Subcontractors to coordinate their work in accordance with the phasing plan and master schedule of the CM, including the minimal items outlined in this and sub sections of the specifications and drawings. PHASING OF THE WORK
- D. General Requirements All Phases
  1. Egress and exit capacities must be established and maintained from all occupied areas, kept clearly labeled, including exit lights and emergency lights (installed, maintained and removed upon completion by the electrical contractor) during all occupied phases. Contractor to establish regular communications with representatives of the school, code department, Worcester Fire Department and Owner's representatives.
  2. Reference drawings and specification sections for areas and additional information and requirements.

### 3.5 PHASING PLANS-Exhibit D

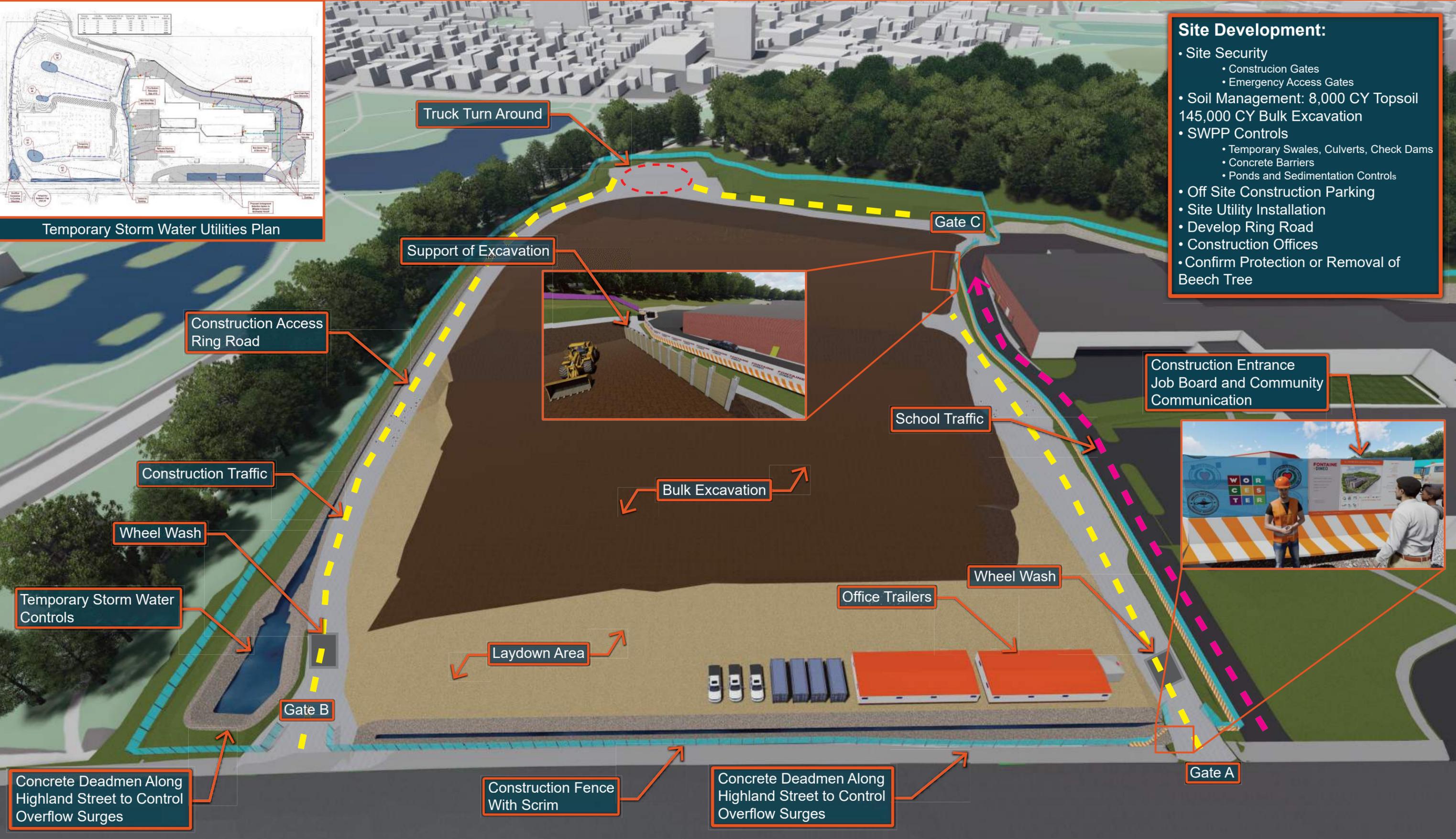
Refer to the Phasing Plans located in the architectural drawings for more information.

End of Section



Temporary Storm Water Utilities Plan

- Site Development:**
- Site Security
    - Construction Gates
    - Emergency Access Gates
  - Soil Management: 8,000 CY Topsoil  
145,000 CY Bulk Excavation
  - SWPP Controls
    - Temporary Swales, Culverts, Check Dams
    - Concrete Barriers
    - Ponds and Sedimentation Controls
  - Off Site Construction Parking
  - Site Utility Installation
  - Develop Ring Road
  - Construction Offices
  - Confirm Protection or Removal of Beech Tree





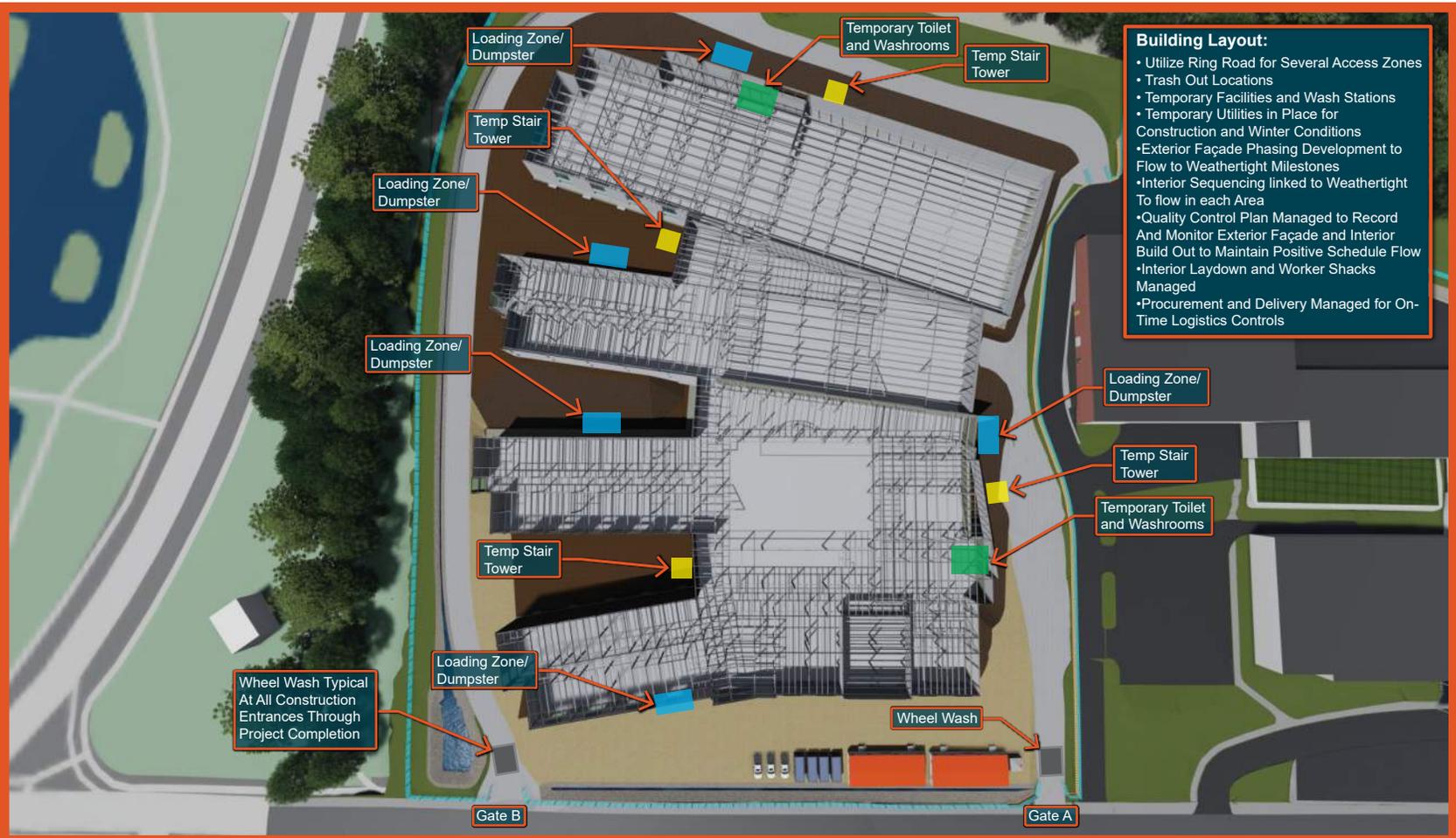
**Doherty Memorial High School**  
Phase 2 - Building Construction  
Concrete





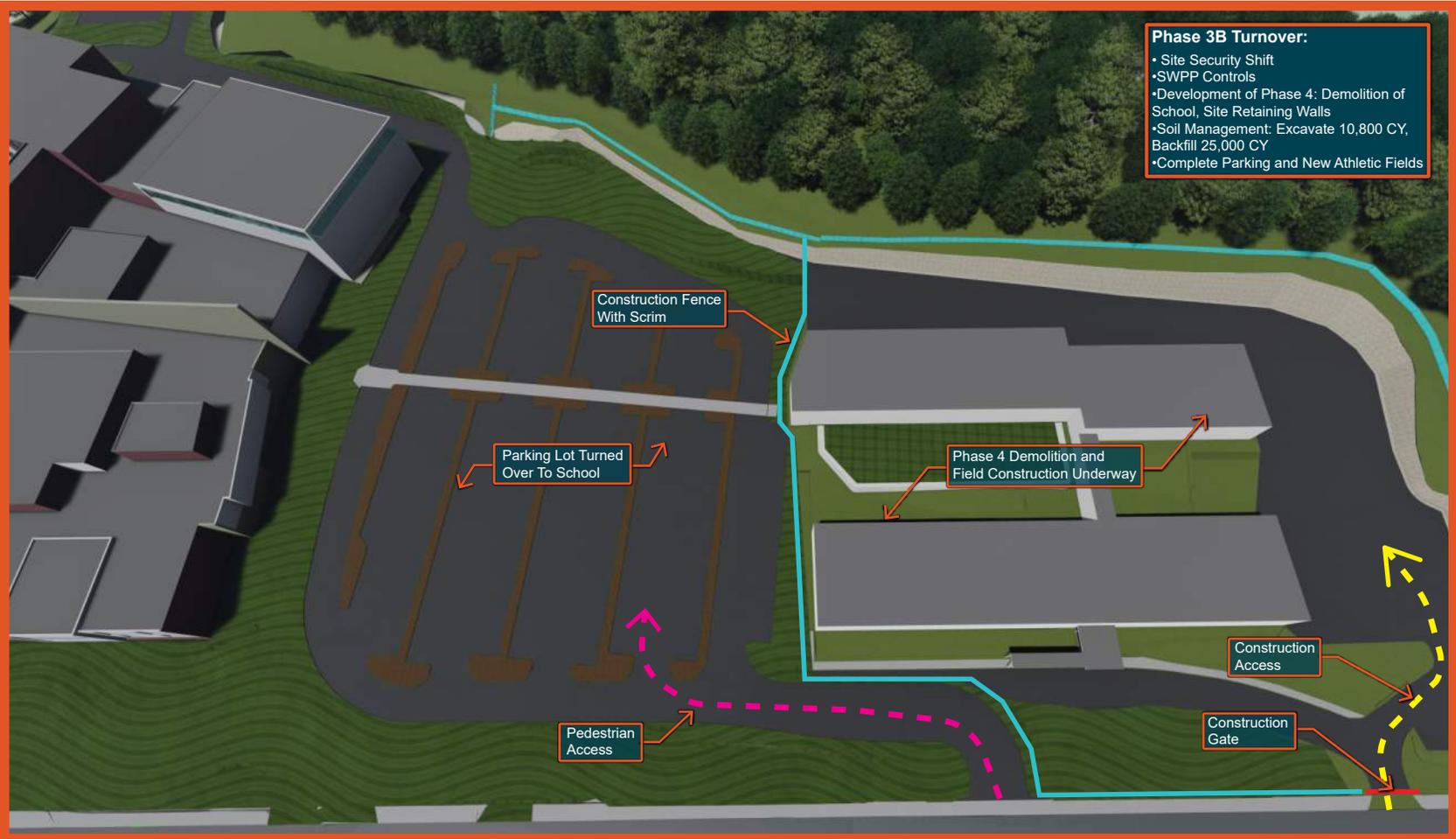
**Doherty Memorial High School**  
 Phase 2 - Building Construction  
 Steel Erection





**Doherty Memorial High School**  
Phase 2 - Building Construction  
Building Layout/ General Logistics





**Phase 3B Turnover:**

- Site Security Shift
- SWPP Controls
- Development of Phase 4: Demolition of School, Site Retaining Walls
- Soil Management: Excavate 10,800 CY, Backfill 25,000 CY
- Complete Parking and New Athletic Fields

**Doherty Memorial High School**  
Phase 3B - Site Construction  
Phase 3A/B Demo Complete / Temp Parking

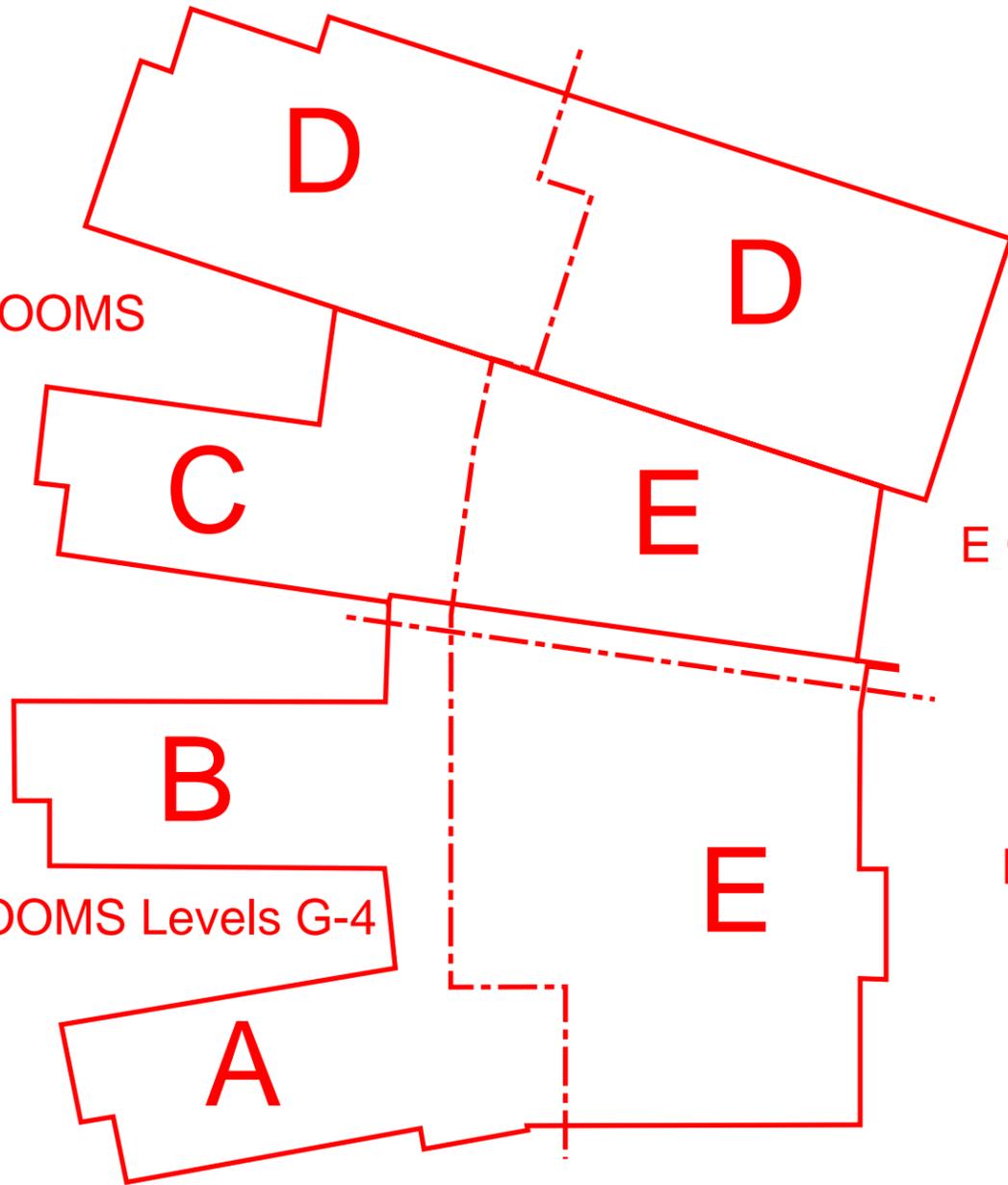


D CLASSROOMS Levels 1-5

C CLASSROOMS  
Levels 1-5

B CLASSROOMS Levels G-4

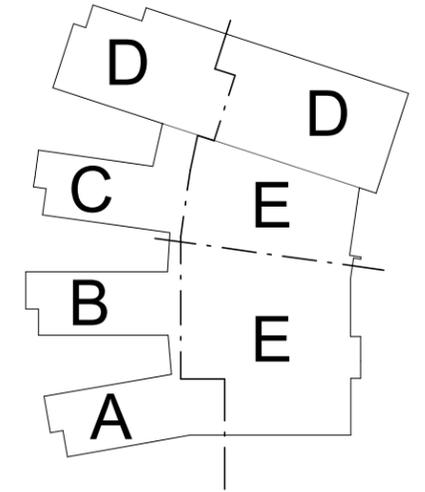
A CLASSROOMS Levels G-3



D Gymnasium Levels 1-3

E Cafeteria Levels 1 and 2

E Auditorium Levels 1 and 2



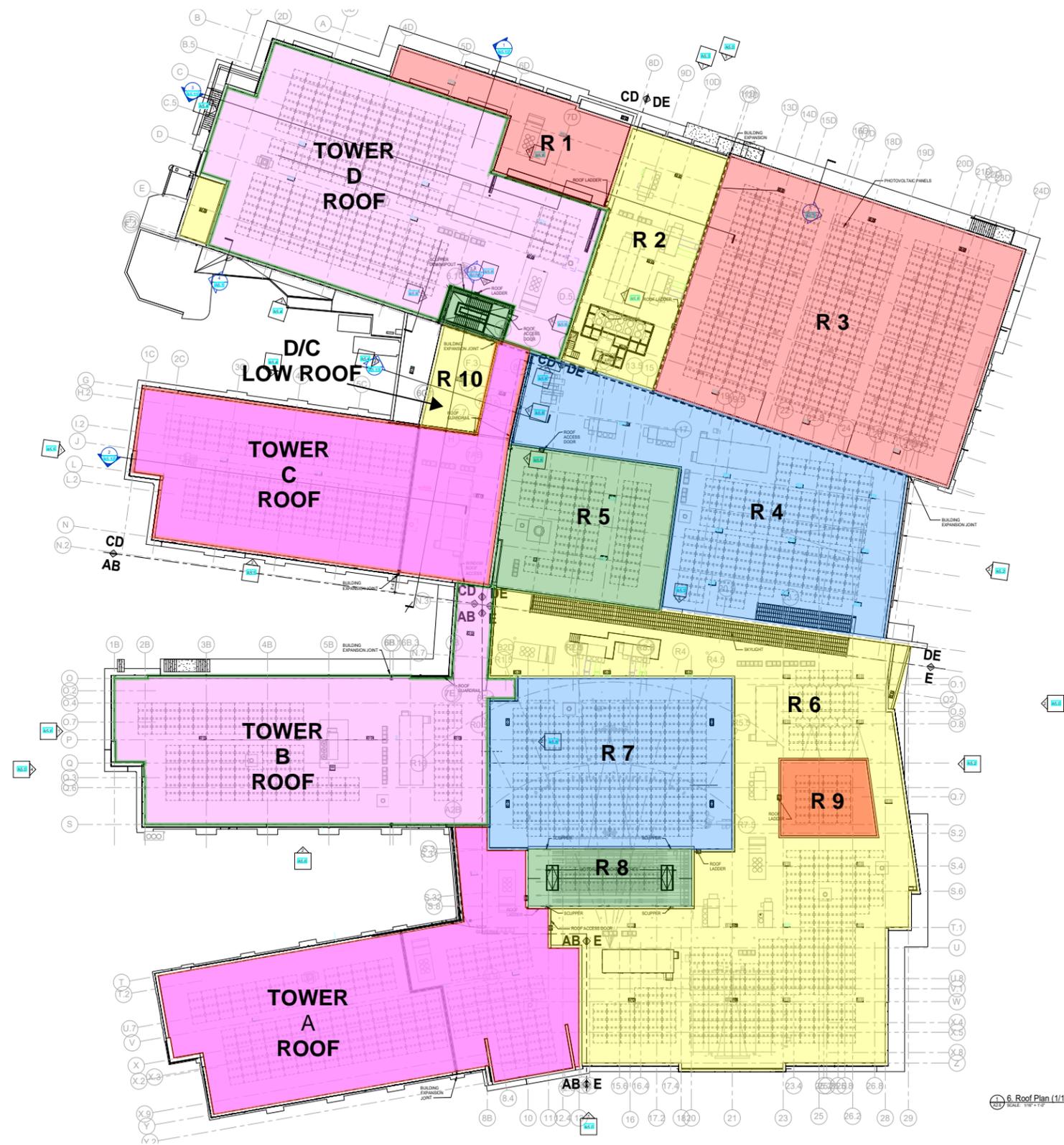
# SCHEDULE KEY PLAN

**Doherty Memorial  
High School**

299 Highland Street, Worcester, MA 01602



**FONTAINE  
+ DIMEO**



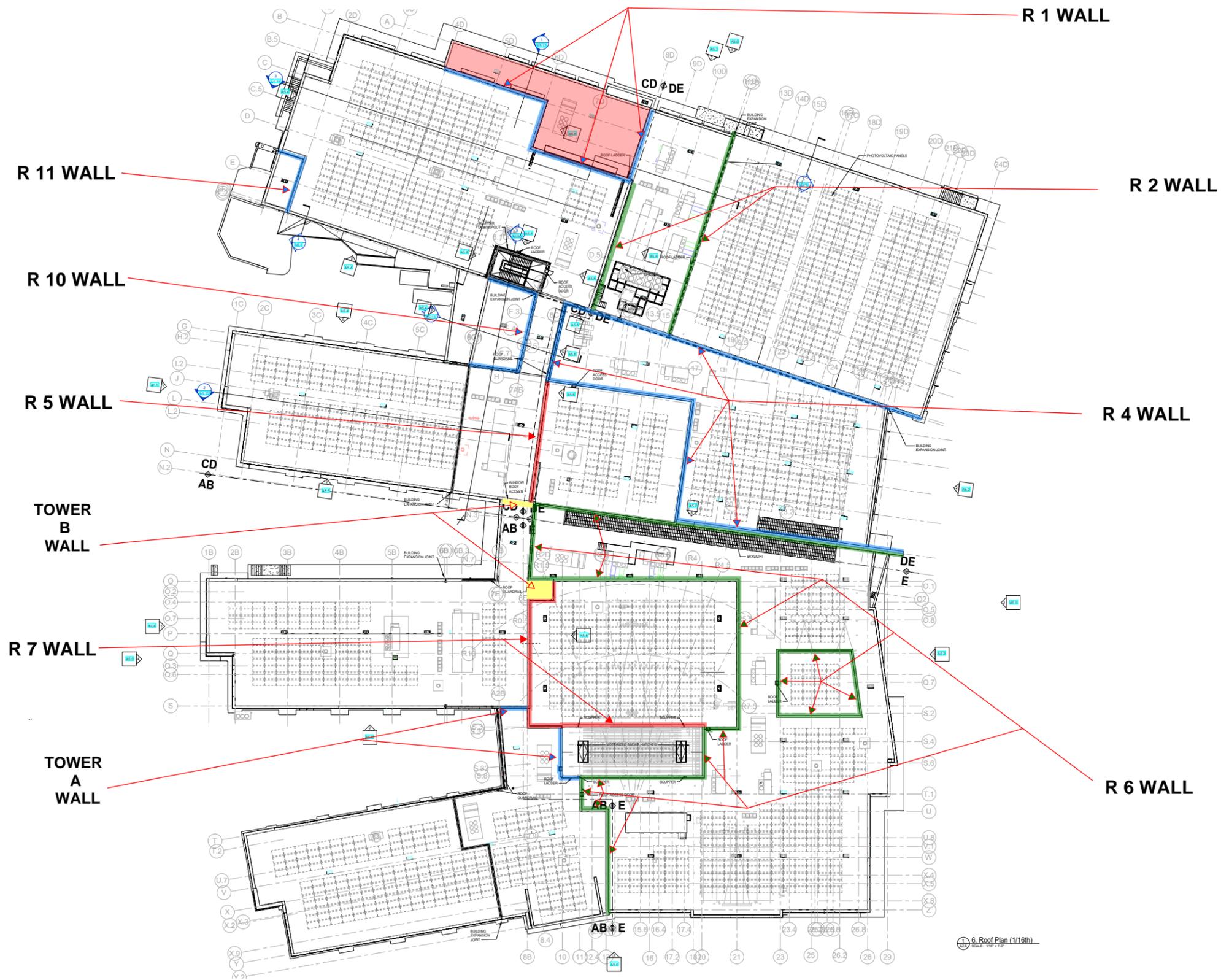
# ROOF PLAN

**Doherty Memorial  
High School**

299 Highland Street, Worcester, MA 01602



**FONTAINE  
+ DIMEO**



# ROOF WALLS

**Doherty Memorial High School**  
 299 Highland Street, Worcester, MA 01602



**FONTAINE + DIMEO**



**Doherty Memorial High School**  
Phase 4 - Site Construction  
Building and Site Complete



## WORK RESTRICTIONS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Use of Site.
- B. Access to Site.
- C. Work Sequencing.
- D. Workforce requirements.
- E. Hours for on-site operations and restrictions.
- F. Coordination with occupants.
- G. Worker Identification Badges
- H. Worker sex offender record information (SORI) Reporting and criminal offender record (CORI) reporting.
- I. Worker conduct, appearance and Work Rules.

#### 1.2 RELATED REQUIREMENTS

- A. Document 00 73 00 – SUPPLEMENTARY INSTRUCTIONS TO BIDDERS: Additional project requirements and work restrictions.

#### 1.3 USE OF SITE

- A. Use of, and access to, site will be subject to special requirements of the Owner, as directed.
  - 1. Prior to beginning the Work of this Contract, the Construction Manager shall meet with the Owner and the Architect to determine procedures regarding access and use of the site, locations and access to staging and storage areas, tree protection, temporary barriers and fencing, and any special site conditions or restrictions regarding the use of the site areas surrounding the construction.
  - 2. Use of Owner's receiving/shipping areas: Construction Manager is responsible to deliver and receive all materials and equipment. Construction Manager is not permitted to have supplies or equipment shipped directly to them in care of the Owner or Building Manager.
  - 3. Security: Owner access must be permitted at all times in all construction areas, for purposes of security.
- B. Confine operations to areas within Contract limits indicated on the Drawings. Portions of the site and building beyond areas in which construction operations are indicated are not to be disturbed.

1. Use of on-site areas outside of the contract limits for workers parking or storage of materials must be pre-arranged with Owner. Schedule deliveries to minimize requirements for storage of materials.
  2. There shall be no work or construction activity within the wetlands or the buffer areas refer to Document 00 31 26 - INFORMATION AVAILABLE TO BIDDERS WORCESTER CONSERVATION COMMISSION ORDER OF CONDITIONS and attachments.
- C. Keep all public roads and walks, and access drive to facility clear of debris caused by this Work during building operations.

#### 1.4 ACCESS TO SITE

- A. The Owner intends to occupy parking areas and access roads during construction. Notify the Owner of work which will affect the use of these areas; coordinate work schedule with Owner. The Construction Manager shall consult with the Owner on the best ways to provide access and on changes to access areas as the work progresses.
- B. Keep all public roads and walks, and access drive to facility clear of debris caused by this Work during building operations.

#### 1.5 COORDINATION WITH OCCUPANTS

- A. General: Perform all work in such a manner as to prevent interference with the Owner's operation of the facility, nor endanger the health, safety and well being of the facility's staff and students.
1. Take all measures to insure the safety of students, staff and the general public. The Construction Manager must take every reasonable precaution and employ all necessary measures including extra cleaning, special supervisory personnel, and additional temporary barriers and signage to facilitate the clean, quiet, safe, and continual operation of the facility.
  2. The work will be done in an occupied building active site accessible to the public. It is imperative that the Construction Manager, its subcontractors and all their personnel treat the staff and students with consideration and respect. No unnecessary noise or disruption of the academic or social activities of the school will be permitted.
- B. Interruption of services: Any major work entailing disruption to heating, lighting, life safety system utility connections or other similar major disruption to building functioning must be coordinated with the Owner, and temporary services, safety precautions, or connections provided. Do not shut down any service without approval of the Owner.
1. Provide both Owner and Architect with 72 hour (3 work days minimum) notification for any disruption of service; provide notification for connecting, disconnecting, turning on or turning off any service which may affect Owner's operations.
  2. Provide 48 hour (2 work days minimum) notice to local fire department of disruptions in electrical services, fire alarm services and emergency power services.
  3. Any action either planned or unplanned, by the Construction Manager which impairs the operation of anyone or the activation of the fire alarm detection and or suppression system shall cause notification of the appropriate party. In case of unplanned, accidental, impairment, the Construction Manager will immediately notify the Owner. The Construction Manager should be prepared to provide assistance as required to correct the problem.

## 1.6 WORK FORCE REQUIREMENTS

- A. The Construction Manager acknowledges the stringent requirements of the Owner with respect to the dates of Substantial Completion for various Portions of the Work, and recognizes that the construction schedule may require that work proceed on an accelerated basis. The Construction Manager further acknowledges that requirements related to items such as safety, service to Owner occupied areas, or Construction Manager access to Owner occupied areas may mandate that some operations be performed only after “normal school hours” or other occupancy hours. The Construction Manager therefore agrees that the Work of his own forces and of his subcontractors, including all Trade Contractors, shall be performed on an overtime and/or double-shift basis if and to the extent necessary in order that the construction schedule be met.
- B. Neither overtime nor double-shift work shall be grounds for any claims for compensation to the Construction Manager or to any Trade Contractor or subcontractor. If the nature of overtime or double-shift work requires that the Owner provide personnel to operate the facility at times when they would not normally be present, such personnel costs shall be borne or reimbursed by the Construction Manager.
- C. Restricted access hours (Closed Gate Period): Access to the school and site is prohibited during school bus drop off and pick-up hours. No construction deliveries, vehicular traffic, or hauling away may occur at the site during School bus drop-off and pick-up times which are 7:00 AM to 7:30 AM, and 1:30 PM to 2:30 PM. The Construction Manager shall coordinate with the Owner Project Manager and Awarding Authority to determine exact times and durations for restricted access hours.
1. All gates to Construction site shall be closed during the above specified time periods.
  2. No vehicles (except fire, police and rescue) may enter or exit the construction site during the above time periods.
  3. Any vehicle which arrives at the school during the “Closed Gate” time must move to a location acceptable to the Owner. No vehicles will be allowed to idle on the project site, or any other nearby street. The Construction Manager shall be responsible for enforcing this requirement.
- D. School vacation dates: School vacation schedule is listed under Information Available for Bidders. The Construction Manager is required to coordinate with the Owner’s Project Manager prior to scheduling Work during vacation dates.
- E. Winter Conditions: The Owner and Construction Manager recognize that time is of the essence for completion of this Contract and agree to continue work throughout the winter months without delay.
- F. Sidewalk in front of the construction site is a major school pedestrian accessway, CM to provide pedestrian and construction controls as appropriate for the stage of construction
- G. Municipal Authority: The Construction Manager shall comply with all local ordinances, including those with respect to work start, finish, and weekend work.
- H. None of the requirements herein shall be construed as relieving the Construction Manager of his responsibility to conduct his operations in conformance with local ordinances or requirements established by authorities having jurisdiction.

1.7 HOURS FOR ON-SITE OPERATIONS AND RESTRICTIONS

A. Hours of operation and restrictions:

1. Hours of construction, 7:00 AM to 5:00 PM local time, Monday to Friday. Provisions for working hours other than those specified, must be pre- arranged with the Owner.

1.8 WORKER CRIMINAL OFFENDER RECORD (CORI) REPORTING

A. Sex Offender Record Information (SORI) Reporting and Criminal Offender Record Information (CORI) Reporting. In accordance with MGL c6 §178 and c71 §38R respectively, the School Superintendent or School Principal will require sex offender record information ("SORI") and criminal offender record information ("CORI") from the criminal history systems board, relating to any worker who is scheduled to work on any portions of the school property. The Construction Manager, Trade Contractors and subcontractors shall make every effort to provide the Owner's Project Manager with a list of the proper paperwork at least two weeks before any workmen who they anticipate will be on site. All approved workers on the project shall wear visible I.D. badges at all times. The Construction Manager shall be responsible for issuing these badges and enforcing this requirement. Workers failing to display their I.D. badges will be removed from the site. The Owner reserves the right to stop work if there has been a failure to comply with this paragraph, in which event the Construction Manager, Trade Contractors and subcontractors shall have no claim for damages, delay or time extensions against the Owner.

1. Obtain and complete the following forms from the Worcester Public Schools:
  - a. Worcester Public Schools CORI Request Form
2. Coordinate reporting requirements with Document 00 73 00 - Supplementary Instructions to Bidders.

1.9 WORKER IDENTIFICATION BADGES

A. Provide an identification helmet sticker to each worker, materials supplier and vendor authorized to enter premises.

1. All personnel on site shall visibly wear this identification issued by the Construction Manager.
  - a. All construction personnel on-site shall be issued and wear identification.
  - b. Delivery and Vendor Personnel who are on site only for deliveries shall be issued a temporary visitor's ID card which shall be returned to the Construction Manager when leaving the site.
  - c. Authorized Visitors who are on site for meetings, inspections and similar activities, shall be issued a temporary visitor's ID card which shall be returned to the Construction Manager when leaving the site.
2. Identification system shall be in format, color and size approved by Owner.
3. CM shall maintain records and control the established system, including expiration date, and receiving any input from the City//Schools department and retract any identification as required.
4. Return of identification badges:
  - a. Temporary ID cards shall be issued and returned on a daily basis.

5. All construction personnel are required to wear their issued identification at all times when on school grounds.
- B. Maintain a list of accredited persons, submit copy directly to Owner upon request.
  1. Include in list, employee name, assigned number, date of issue, expiration date, and employer.

#### 1.10 WORKER CONDUCT, APPEARANCE AND WORK RULES

- A. General Conduct and Demeanor: All construction workers shall treat all other workers, Owner staff, student and the public with respect and courtesy.
  1. The conduct and appearance of each worker at the job site is of paramount importance. The Owner reserves the right to require any worker to be banished from the Site.
- B. Privacy: Conduct all work of the Contract with the maximum effort to maintain the privacy of the Owner's operations, staff, and students. Do not permit the workers to peer into other areas of the building visible from the work area. Invasion of privacy is a major infraction of the work rules.
- C. Physical Appearance: Require each worker to dress appropriately in a clean, neat, and professional manner.
  1. Sleeved shirts and long pants are required minimum clothing. Short sleeved shirts may not be rolled up. Shirts may not be rolled up at the waist. Pants may not be rolled up past the top of the boots or shoes worn. Anyone not in compliance is subject to immediate dismissal.
- D. Entertainment Devices (including, but not limited to radios, CD players, MP3 players and televisions): The use of all entertainment devices, including portable listening devices (ipod™ type) with headphones or earphones, is strictly prohibited at all times.
  1. Construction Manager shall control the volume of all communication radios and loudspeakers to avoid creating a nuisance.
- E. Medications and Drugs: Do not allow any drugs or mood-altering substances, except for qualified, legal prescriptions; when requested, allow inspection of prescription drugs.
- F. Smoking: Smoking is strictly prohibited on school property.
- G. Language: Foul and rude language is strictly prohibited.
- H. Physical Actions: Running, horseplay, fighting, and other unprofessional conduct is prohibited. Fighting is a major infraction of the work rules.
- I. Stealing: Stealing of any materials, objects, furnishings, equipment, fixtures, supplies, clothing, or other items will not be tolerated and is a major infraction of the work rules.
- J. Sexual Harassment: All forms of physical and verbal sexual harassment will not be tolerated and is a major infraction of the work rules. Sexual harassment includes, without limitation: touching, whistling, sexually explicit stories, jokes, drawings, photos and similar representations, exhibitionism and all other sexually oriented offensive behavior.
- K. Warnings and Dismissal:

1. For minor infractions of the rules, the Owner may issue a warning. Only one warning will be allowed per worker. A second infraction will result in immediate dismissal of the worker from the Site.
  2. For major infractions of the rules, the worker shall be dismissed immediately without warning and is subject to possible criminal prosecution.
- L. Notification of Workers: Clearly notify and educate each worker about these Work Rules and the requirements for worker conduct and appearance.
1. Recommendation: The Owner recommends that the Construction Manager notify each worker of the work rules in writing and obtain a signed acknowledgment of the worker's understanding of the work rules as a condition of employment on this project.

1.11 PROJECT PHASING

- A. Refer to Document 01 12 00 – PROJECT PHASING REQUIREMENTS and Document 07 30 00 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS.

**PART 2 - PRODUCTS** (Not Used)

**PART 3 - EXECUTION** (Not Used)

End of Section

Section 01 22 00  
UNIT PRICES FOR TRADE CONTRACTORS

**PART 1 - GENERAL**

1.1 SUMMARY

- A. This Section covers items for which indefinite quantities can be expected and, therefore, pre-agreed prices per unit of work are established as means to determine adjustments to the Contract Price after actual quantities are determined.
- B. Measurement and payment criteria applicable to portions of the Work performed under a unit price payment method.
  - 1. Refer to this Section and individual Specification Sections for methods of measurement and payment for unit prices. As soon as the work involved in each unit cost item has been completed, submit documentation to establish the actual quantities provided. Submit to the Architect for review and issuance of Change Order.
  - 2. Change Order amount for each unit cost item will be based on actual quantities multiplied by the unit cost. This unit cost is a total cost and includes all mark-ups applicable taxes, overhead, and profit as described below.
- C. Non-payment for rejected unit price Work.

1.2 AUTHORITY

- A. Performance of work which is not required under the Contract Documents or which is not authorized by Change Order, whether or not such work item is set forth hereunder as a Unit Price Item, shall not be considered cause for any extra payment. The Contractor will be held fully responsible for such unauthorized work, including the performance of all corrective measures required by the Architect or Owner.
- B. The Owner may choose not to approve any or all unit prices prior to award of the Contract if it deems the unit price unreasonable. In this case, the Owner at their discretion may choose to:
  - 1. Negotiate the unit costs prior to signing the contract;
  - 2. Disapprove any or all of the unit prices and adjust the work on the change order process; or
  - 3. Disqualify the bidder if the Owner deems the unit prices to be unreasonable.
- C. Assist by providing necessary equipment, workers, and survey personnel as required.

1.3 UNIT QUANTITIES SPECIFIED

- A. Quantities and measurements indicated are for bidding and contract purposes only and are in addition to the Work required by the Contract Documents. Quantities and measurements supplied or placed in the Work and verified by the Owner shall determine payment.
- B. If the actual Work requires more or fewer quantities than those quantities indicated, provide the required quantities at the unit sum/prices contracted.

#### 1.4 MEASUREMENT OF QUANTITIES

- A. Materials, methods of installation and definitions of terms set forth under the various unit price items are indicated in the Schedule of Unit Prices and indicated in the Contract Documents.
- B. Measurement methods delineated in the individual specification sections are intended to complement the criteria of this Section. In the event of conflict, the requirements of the individual specification section shall govern.
- C. Take all measurements and compute quantities. The Architect will verify measurements and quantities.
- D. Measurement devices:
  - 1. Weigh scales: Inspected, tested and certified by applicable weights and measures department within the past year.
  - 2. Platform scales: Of sufficient size and capacity to accommodate the conveying vehicle.
  - 3. Metering devices: Inspected, tested and certified by applicable department within the past year.
- E. Measurement by weight: Concrete reinforcing steel, rolled or formed steel or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.
- F. Measurement by volume: Measured by cubic dimension using mean length, width and height or thickness.
- G. Measurement by area: Measured by square dimension using mean length and width or radius.
- H. Linear measurement: Measured by linear dimension, at the item centerline or mean chord.
- I. Stipulated sum/price measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed item or unit of the Work.

#### 1.5 PAYMENT

- A. Payment includes: Full compensation for all required labor, Products, tools, equipment, plant, transportation services and incidentals; erection, application or installation of an item of the Work; overhead and profit.
- B. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the Architect multiplied by the unit sum/price for Work which is incorporated in or made necessary by the Work.

#### 1.6 NON-PAYMENT FOR REJECTED PRODUCTS

- A. Payment will not be made for any of the following:
  - 1. Products wasted or disposed of in a manner that is not acceptable.
  - 2. Products determined as unacceptable before or after placement.
  - 3. Products not completely unloaded from the transporting vehicle.

4. Products placed beyond the lines and levels of the required work.
5. Products remaining on hand after completion of the Work.
6. Loading, hauling and disposing of rejected Products.

**PART 2 - PRODUCTS** (Not Used)

**PART 3 - EXECUTION**

- A. Schedule of Unit Prices: Should certain additional work be required, or should the quantities of certain classes of work be increased or decreased from those required by the Contract Documents, by authorization of the Owner, the below unit prices shall, at the option of the Owner, be the basis of payment to the Contractor or credit to the Owner, for such increase or decrease in the work. The Unit Prices shall represent the exact total cost per unit to be paid the Contractor (in the case of additions or increases) or to be refunded the Owner (in the case of decreases). Unit cost includes a complete installation as detailed, including disposal and preparation. No additional adjustment will be allowed for overhead, profit, insurance, or other direct or indirect expenses of the Contractor or Subcontractors. No additional adjustments will be allowed for additional work without the prior written approval of the Owner.
- B. The estimated quantities of Work shown here with each of the Unit Prices are to be extended out and the total value of each applicable Unit Price is to be included in any Subcontractor's and/or Contractor's bid in addition to all work described and shown elsewhere in the Contract Documents.
- C. Schedule of Unit Prices – **None for Trade Sections**

End of Section

Section 01 23 00  
ALTERNATES

**PART 1 - GENERAL**

1.1 SUMMARY

- A. This Section consists of:
  - 1. Submission procedures for scheduled Alternates.
  - 2. Documentation of changes to Contract Sum and Contract Time.
  - 3. Alternates will be selected in order.
  
- B. The description of Alternates herein below and through the Specifications are intended to set the intent and to describe the major work only. Such descriptions are not to be taken as limiting the work required under any of the alternates, and all work required to carry out the intent of each of the accepted Alternates shall be done without cost additional to that agreed upon as the alternate price.

1.2 REQUIREMENTS

- A. Submit Alternates with full description of the proposed alternate and the affect on adjacent or related components.
  
- B. Alternates quoted on Proposals will be reviewed and accepted or rejected at the Owner's option. Accepted alternates will be identified in the Owner-Construction Manager Agreement.
  
- C. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

1.3 SELECTION AND AWARD OF ALTERNATES

- A. Indicate variation of Guaranteed Maximum Price for Alternates described below and list where provided for in the Proposal, which requests a difference in Contract Price by adding to or deducting from the price.
  
- B. ALTERNATE 1 – PV System
  - 1. Base bid shall include the following:
    - a. All Main electric panels and switchgear to include provisions and equipment for the connection of the designed PV system.
    - b. All conduit runs from the panels to the roof, at the underside of the roof to the inverters, and all interior underground and under-slab conduits.
    - c. Preparation and pads required for the PV system.
    - d. All roofing pads, conduit sealing under the roofing systems.
    - e. All siding penetrations and sealing.
    - f. All metal fabrication supports for panels.
  
  - 2. Alternate number 1: Provide a complete PV system installation, using the blank conduit, and include any additional conduit and work not noted on the base contract work. Include all permitting and registration required. As outlined in Specifications 26 31 10 PV DAS, 26 31 05 PV System, and the referenced PV drawings

- C. ALTERNATE 2 – Sports Field Lighting
1. Base bid: All Main electric panels, and switchgear to include provisions and equipment for the connection of the designed Field lighting system. All conduit runs from the panels to the field and between the lights. All underground and under-slab conduits.
  2. Alternate number 2: Provide a complete Sports field lighting system installation, including support caissons using the blank conduit, and include any additional conduit and work not noted on the base contract work. Include all permitting required. As outlined in Specifications 26 56 68 EXTERIOR ATHLETIC FIELD LIGHTING and the referenced drawings.

**PART 2 - PRODUCTS** (Not Used)

**PART 3 - EXECUTION** (Not Used)

End of Section

Section 01 25 13  
PRODUCT SUBSTITUTION PROCEDURES

**PART 1 - GENERAL**

1.1 SUMMARY

- A. Product options.
  - 1. Product selections.
  - 2. Additional selection requirements for LEED Credit products.
  - 3. Visual matching.
  - 4. Owner's proprietary products.
- B. Product substitution procedures.

1.2 RELATED REQUIREMENTS

- A. Section 01 60 00 - PRODUCT REQUIREMENTS: Listing of VOC requirements for adhesives, cleaning/maintenance materials, paints, coatings, and sealants.
- B. Section 01 74 19 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL: Procedural and administrative requirements for construction and demolition recycling.
- C. Section 01 81 13 - SUSTAINABLE DESIGN REPORTING: Special administrative and procedure requirements related to the Owner's *LEED v4*, *LEED for Building Design and Construction*, *LEED BD+C: Schools* rating system certificate goals of energy conservation and efficiency, indoor air quality, and natural resource efficiency.
  - 1. LEED v4 Product Substitution Form.

1.3 PRODUCT OPTIONS

- A. Product selections: Comply with the following for selection of products:
  - 1. Products specified by reference standards or by description only: Provide any acceptable product meeting those standards or description.
  - 2. Products specified by performance requirements only: Provide any acceptable product which has been tested to show compliance with specified requirements, including indicated performances.
  - 3. Products specified by naming one or more manufacturers: Provide products of manufacturers named, or submit a request for substitution for any manufacturer or product not named in accordance with Massachusetts General Laws, Chapter 30, Section 39M(b).
- B. Visual matching: Where Specifications require matching a sample, the Architect's decision on whether a proposed product matches is final. Where no product matches and complies with other requirements, comply with provisions for "substitutions" for selection of a matching product in another category.

#### 1.4 PRODUCT SUBSTITUTION

- A. Products specified by reference standards or by description only: Any product meeting those standards or description.
- B. Pursuant to Massachusetts General Laws, Chapter 30, Section 39M(b), where products or materials are prescribed by manufacturer name, trade name or catalog reference, or indicated as proprietary, the word “or approved equal” shall be implied. The Architect will evaluate the proposed “equal” item on the following criteria:
  - 1. The submitted “equal” item is at least equal in quality, durability, appearance, strength and design.
  - 2. The submitted “equal” item is at least equal in function for the purpose intended by the design of the Work.
  - 3. The submitted “equal” item conforms substantially to the detailed requirements for the items as indicated by the specifications.
  - 4. The submitted “equal” item fully conforms to the LEED Credit requirements for Project LEED Certification.
- C. The Architect's evaluation and decision on whether a proposed product is equal to that specified, based on the above evaluation requirements, is final. The Construction Manager retains the right to appeal the Architect's determination of equality through regulated statutory provisions.
  - 1. The Architect and Owner reserve the right to reject proposed substitutions where data for VOCs is not provided or where emissions of individual VOCs are higher than for specified materials.
- D. Owner's proprietary products: Under provisions of Massachusetts General Laws, Chapter 30, Section 39M(b) the Owner has determined that specific products shall be proprietary for 'sound reasons in the public interest'. This determination has been made under vote of the Owner, and has been recorded in writing for public record.
  - 1. Contractor's substitutions for designated proprietary products will require complete and full information for Architect's and Owner's evaluation. Contractor should carefully schedule substitutions for proprietary products to permit the review and evaluation process. Failure to submit complete data will cause delays in approvals of substitutions. No change in Contract Schedule, or increase in Contract Sum will be made to compensate for rejected substitutions and re-submittals.
  - 2. Owner's proprietary products are listed under Section 01 60 00 and in respective individual Specification Sections.

**PART 2 - PRODUCTS** (Not Used)

**PART 3 - EXECUTION** (Not Used)

End of Section

Section 01 26 00

CONTRACT MODIFICATION PROCEDURES

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections include the following:
  - 1. Division 01 Section "Allowances" for procedural requirements for handling and processing allowances.
  - 2. Division 01 Section "Unit Prices" for administrative requirements for using unit prices.
  - 3. Division 01 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

**1.3 MINOR CHANGES IN THE WORK**

- A. Architect will issue Supplemental Instructions (SI) authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time. See form of Supplemental Instructions at the end of this section.

**1.4 PROPOSAL REQUESTS**

- A. Owner-Initiated Request for Proposal (RFP): Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications. See form of Request for Proposal at the end of this section
  - 1. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.

2. Within 20 days after receipt of Proposal Request, submit a Proposed Change Order (PCO) showing the proposed cost adjustments to the Contract Sum and the Contract Time necessary to execute the change. See form Proposed Change Order at the end of this section.
  - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  - c. Include costs of labor and supervision directly attributable to the change.
  - d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
  
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a Proposed Change Order (PCO) to Architect.
  1. Include a statement outlining reasons for the change 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 the Contract Time.
  2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  4. Include costs of labor and supervision directly attributable to the change.
  5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
  6. Comply with requirements in Division 01 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

## **1.5 CHANGE ORDER PROCEDURES**

- A. On Owner's approval of a Proposed Change Order (PCO), Architect will issue a Change Order (CO) for signatures of Owner and Contractor. See form of Change Order (CO) at the end of this section

## 1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive (CCD): Architect may issue a Construction Change Directive (CCD) on owner's form of Construction Change Directive (CCD). Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  - 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
  - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

## PART 2 - PRODUCTS (Not Used)

### **EXECUTION – Examples of forms follow this page: ACTUAL FORMS WILL REFLECT DOHERTY MEMORIAL HIGH SCHOOL**

- 1. Supplemental Instruction (SI)
- 2. Request for proposal (RFP)
- 3. Proposed Change Order (PCO)
- 4. Change Order (CO)
- 5. Construction Change Directive (CCD)

—

CONTRACTOR'S NAME	P.C.O. NUMBER:	001
CONTRACTOR'S ADDRESS		
CONTRACTOR'S CITY, STATE, & ZIP CODE		
<b>PROPOSED CHANGE ORDER</b>	P.C.O. DATE:	DATE

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CONTRACTOR'S NAME  
 CONTRACTOR'S ADDRESS  
 CONTRACTOR'S CITY, STATE, & ZIP CODE

P.C.O. NUMBER: **001**

**PROPOSED CHANGE ORDER** P.C.O. DATE: DATE

**FILED SUBCONTRACTOR'S LABOR, MATERIALS, & EQUIPMENT**

Name of Subcontractor	Subcontractor's Subtotal	10% Mark-up	Subtotal	
		\$0.00	\$0.00	
		\$0.00	\$0.00	
		\$0.00	\$0.00	
		\$0.00	\$0.00	
		\$0.00	\$0.00	
		\$0.00	\$0.00	
		\$0.00	\$0.00	
		\$0.00	\$0.00	
<b>SUBTOTAL BEFORE OH&amp;P</b>	<b>\$0.00</b>		<b>FILED SUBS TOTAL</b>	<b>\$0.00</b>

**NON-FILED SUBCONTRACTOR'S LABOR, MATERIALS, & EQUIPMENT**

Name of Subcontractor	Subcontractor's Subtotal	10% Mark-up	Subtotal	
		\$0.00	\$0.00	
		\$0.00	\$0.00	
		\$0.00	\$0.00	
		\$0.00	\$0.00	
		\$0.00	\$0.00	
		\$0.00	\$0.00	
		\$0.00	\$0.00	
<b>SUBTOTAL BEFORE OH&amp;P</b>	<b>\$0.00</b>		<b>NON-FILED SUBS TOTAL</b>	<b>\$0.00</b>

**GENERAL CONTRACTOR'S ALLOWABLE MARK-UP**

Category for Mark-Up	Subtotal Amount	%	Mark-Up Amount	
General Contractor's Labor	\$0.00	10.00%	\$0.00	
General Contractor's Labor Burden	\$0.00	10.00%	\$0.00	
General Contractor's Material	\$0.00	10.00%	\$0.00	
General Contractor's Equipment	\$0.00	10.00%	\$0.00	
Filed Subcontractors Proposals	\$0.00	5.00%	\$0.00	
Non-Filed Subcontractors Proposals	\$0.00	10.00%	\$0.00	
			<b>GC'S MARK-UP SUBTOTAL</b>	<b>\$0.00</b>

**SUBTOTALS**

	AMOUNT	
General Contractor's Labor	\$0.00	
General Contractor's Labor Burden	\$0.00	
General Contractor's Material	\$0.00	
General Contractor's Equipment	\$0.00	
Filed Subcontractors Proposals	\$0.00	
Non-Filed Subcontractors Proposals	\$0.00	
General Contractor's Mark-Up	\$0.00	
	<b>SUBTOTAL</b>	<b>\$0.00</b>

**INSURANCE & BONDS (Direct Premium Costs)**

Description	Subtotal Amount	%	Amount	
Liability Insurance	\$0.00	0.00%	\$0.00	
Bonds	\$0.00	0.00%	\$0.00	
			<b>INSURANCE &amp; BONDS SUBTOTAL</b>	<b>\$0.00</b>

**TOTAL PROPOSED CHANGE ORDER AMOUNT** **\$0.00**



**CHANGE ORDER**

CITY OF WORCESTER, MASSACHUSETTS

**C.O. NUMBER:** 000

**C.O. DATE:** Date

**FOR THE PROJECT:**

**DCU Center  
 Refurbishment and Expansion  
 50 Foster Street  
 Worcester, MA 01608**

**TO THE CONTRACTOR:**

**Contractor Name  
 Contractor Address**

**The Contract is changed as follows:**

**SUMMARY OF THE CONTRACT PRICE**

Original Contract Sum	\$ 00.00
Net Change by Previously Authorized Change Order(s)	\$ 00.00
Contract Sum Prior to this Change Order	\$ 00.00
Contract Sum shall be Increased <del>Decreased</del> by this Change Order in the Amount of	\$ 00.00
New Contract Sum including this Change Order	\$ 00.00

**SUMMARY OF TIME FOR PERFORMANCE**

Date of Substantial Completion Prior to this Change Order	Date
Contract Time shall be Changed by this Change Order	0 DAYS
Date of Substantial Completion as of the Date of the Change Order is	Date

Pursuant to Article 12 of the General Conditions To The Contract For Construction, the Owner (**City of Worcester**) and the Architect; **City of Worcester** issue this order to change the Work as described below, including the change, if any, to the Contract Sum or Contract Time. The Contractor's execution of this Change Order indicates its acceptance of the terms hereof, including any adjustment to the Contract Sum or Contract Time. If the Contractor shall not agree to the terms hereof, and chooses to contest the terms in accordance with the applicable provisions of the General Conditions, this Change Order shall nevertheless forthwith be returned to the Owner accompanied by the Contractor's written claim. In any case, the Contractor shall proceed in accordance with the instructions of this Change Order without further delay.

---

CHANGE ORDER NUMBER 000 Date

---

**CHANGE ORDER ITEMS:**

1. Enter CCD # & Description Here

DEDUCT/ADD \$ 0.00  
DEDUCT/ADD 0 DAYS

---

**TOTAL OF ALL ITEMS** **DEDUCT/ADD \$ 0.00**  
**DEDUCT/ADD 0 DAYS**

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CONSTRUCTION CHANGE DIRECTIVE NUMBER 000

Date

WHEN SIGNED BY THE ARCHITECT AND CONTRACTING OFFICER AND RECEIVED BY THE CONTRACTOR, THIS DOCUMENT BECOMES EFFECTIVE IMMEDIATELY AS A CONSTRUCTION CHANGE DIRECTIVE (C.C.D.) AND THE CONTRACTOR SHALL PROCEED WITH THE CHANGES DESCRIBED ABOVE.

SIGNATURE BY THE CONTRACTOR INDICATES THE CONTRACTOR'S AGREEMENT WITH THE PROPOSED ADJUSTMENTS IN THE CONTRACT SUM AND TIME SET FORTH IN THIS CONSTRUCTION CHANGE DIRECTIVE.

ARCHITECT

CONTRACTOR:  
ENTER COMPANY NAME HERE

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Project Manager

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Enter Name & Job Title Here

CONTRACTING OFFICER  
CITY OF WORCESTER

By: \_\_\_\_\_ Date: \_\_\_\_\_  
, Assistant Commissioner,  
Department of Public Works and Parks

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CONSTRUCTION CHANGE DIRECTIVE NUMBER 000

Page 2

**END OF SECTION 012600**

Section 01 26 13  
REQUESTS FOR INTERPRETATION

**PART 1 – GENERAL**

1.1 SUMMARY

- A. Administrative requirements for Requests For Information (RFI's).

1.2 DEFINITIONS

- A. Requests For Information (RFI):

1. A document submitted by the Construction Manager to the Architect requesting clarification of a portion of the Contract Documents, hereinafter referred to as RFI.
2. A properly prepared RFI shall include a detailed written statement that indicates the specific Drawings or Specification in need of clarification and the nature of the clarification requested.
  - a. Drawings shall be identified by drawing number and location on the drawing sheet.
  - b. Specifications shall be identified by Section number, page and paragraph.
  - c. The Construction Manager shall provide suggestions or alternate solutions to the RFI if such suggestions are known or should be known.

- B. Improper RFI's:

1. RFI's that are not properly prepared, as required above.

Improper RFI's will be processed by the Architect at the Architect's standard hourly rate and Architect will charge the Construction Manager, and such costs will be deducted from monies due the Construction Manager. The Construction Manager will be notified by the Architect through the Construction Manager of the "back charge" amounts.

- C. Frivolous RFI's:

1. RFI's that request information that is clearly shown on the Contract Documents.
2. Frivolous RFI's will be returned unanswered.

1.3 CONSTRUCTION MANAGER'S REQUESTS FOR INFORMATION

- A. When the Construction Manager is unable to determine from the Contract Documents, the material, process or system to be installed, the Construction Manager shall submit an RFI to the Architect requesting a clarification of the indeterminate item.

1. When possible, such clarification shall be requested at the next appropriate project meeting, with the response entered into the meeting minutes. When clarification at the meeting is not possible, either because of the urgency of the need, or the complexity of the item the Construction Manager shall prepare and submit an RFI to the Architect.

- B. Individual Contractors and Each Trade Contractor shall endeavor to keep the number of RFI's to a minimum. In the event that the process becomes unwieldy, in the opinion of the Architect, because of the number and frequency of RFI's submitted, the Architect may

- require the Construction Manager to abandon the process and submit future requests as submittals, substitutions, or requests for change.
- C. RFI's shall be submitted on a form acceptable to the Architect. Forms shall be completely filled in, and if prepared by hand, shall be fully legible after photocopying or electronic transmission in PDF format. Each page of attachments to RFI's shall bear the RFI number in the lower right corner.
  - D. RFI's shall be originated by the Construction Manager, individual contractors, or Trade Contractors as appropriate. Construction Manager shall endeavor to address and resolve Trade Contractor's RFI's to the extent possible for issues which are obviously covered by the Contract Documents, before forwarding to the Architect for processing.
    - 1. RFI's from subcontractors, Trade Contractors or material suppliers shall be submitted through, reviewed by, and signed by the Construction Manager prior to submittal to the Architect.
    - 2. RFI's shall be processed and sent to the Architect from the Construction Manager only. RFI's received by the Architect or the Architect's consultants from other parties shall not be accepted and will be returned unanswered.
  - E. Each Trade Contractor shall carefully study the Contract Documents to assure that the requested information is not available therein. RFI's which request information available in the Contract Documents will be deemed either "improper" or "frivolous" as noted above.
  - F. In cases where RFI's are issued to request clarification of coordination issues, for example pipe and duct routing, clearances, specific locations of work shown diagrammatically, and similar items, the Construction Manager shall fully lay out a suggested solution using drawings or sketches drawn to scale, and submit same with the RFI. RFI's, which fail to include a suggested solution, will be returned unanswered with a requirement that the Construction Manager submit a complete request.
  - G. RFI's used for the following purposes will be returned without review:
    - 1. To request approval of submittals.
    - 2. To request approval of substitutions.
    - 3. To request coordination information already indicated in the Contract Documents.
    - 4. To request changes which entail adjustments in the Contract Time or the Contract Sum (additional cost or credit).
    - 5. To request different methods of performing work than those drawn and specified.
    - 6. To request interpretation of Architect/Engineer's actions on submittals.
    - 7. Incomplete RFI's or RFI's with numerous errors.
  - H. In the event the Construction Manager believes that a clarification by the Architect results in additional cost or time, Construction Manager shall not proceed with the Work indicated by the RFI without a written authorization from the Architect. RFI's shall not automatically justify a cost increase in the Work or a change in the Schedule.
    - 1. Answered RFI's shall not be construed as approval to perform extra work.
    - 2. Unanswered RFI's will be returned with a stamp or notation: Not Reviewed.
  - I. Construction Manager will prepare and maintain a log of RFI's and provide updated copies at the weekly Construction Progress Meetings showing outstanding RFI's.

- J. RFI Response: The Architect will endeavor to respond in a timely fashion to RFI's, however, the following minimum time periods are required. RFI's which are received by the Architect after 1PM local time shall be considered received on the following working day.
1. RFI's which require only Architect's Response: Construction Manager shall allow up to Three (3) full work days review and response time,
  2. RFI's which require Architect's and an Engineering or Consultant Response: Construction Manager shall allow up to Four (4) full work days review and response time.

1.4 ARCHITECT'S RESPONSE TO RFI'S

- A. Architect will respond to RFI's on one of the following forms:
1. Properly prepared RFI's:
    - a. Response on the RFI form.
    - b. Architect's Supplemental Instruction.
    - c. Request for Proposal.

**PART 2 - PRODUCTS** (Not Used)

**PART 3 - EXECUTION** (Not Used)

End of Section

Section 01 29 00  
PAYMENT PROCEDURES

**PART 1 - GENERAL**

1.1 SUMMARY

- A. Schedule of Values.
- B. Applications for payment.
- C. Change procedures.

1.2 COORDINATION

- A. Coordinate the Schedule of Values and Applications for Payment with the Construction Manager's Construction Schedule, List of Subcontracts, and Submittal Schedule.
  - 1. Related Requirements:
    - a. Section 01 32 00 – CONSTRUCTION PROGRESS DOCUMENTATION: Construction Manager's Construction Schedule.
    - b. Section 01 33 00 - SUBMITTAL PROCEDURES: Construction Manager's Construction Submittal Schedule.

1.3 SCHEDULE OF VALUES

- A. Coordinate preparation of the Schedule of Values with preparation of the Construction Manager's Construction Schedule.
  - 1. Schedule of values shall be used only as basis for Construction Manager's application for payment.
  - 2. Breakdown schedule of values into separate line items, each having a value of not more than \$25,000.
- B. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
  - 1. Construction Manager's construction schedule.
  - 2. Application for Payment form.
    - a. List of Trade Contractors and subcontractors.
    - b. List of products.
    - c. List of principal suppliers and fabricators.
    - d. Schedule of submittals.
- C. Submit typewritten schedule of values to the Architect at least 10 days prior to submitting first application for payment.
- D. Sub-Schedules: Where the Work is separated into phases that require separately phased payments, provide sub-schedules showing values correlated with each phase of payment.
- E. Identification: Include the following Project identification on the Schedule of Values:
  - 1. Project name and location.

2. Name of the Architect.
  3. Project number.
  4. Construction Manager's name and address.
  5. Date of submittal.
- F. Arrange the Schedule of Values in a tabular form with separate columns to indicate the following for each item listed:
1. Generic name.
  2. Related Specification Section.
  3. Name of Trade Contractor or subcontractor.
  4. Name of manufacturer or fabricator.
  5. Name of supplier.
  6. Change Orders (numbers) that have affected value.
  7. Dollar value.
  8. Percentage of Contract Sum to the nearest one-hundredth percent, adjusted to total 100 percent.
- G. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Break principal subcontract amounts down into several line items.
1. Upon request by Architect, submit data that will substantiate values given.
- H. Round amounts off to the nearest whole dollar; the total shall equal the Contract Sum.
- I. For each part of the Work where an Application for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed, provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
- J. Unit Cost Allowances: Show line item value of unit cost allowances as a product of unit cost times measured quantity as estimated from the best indication in the Contract Documents.
- K. Margins of Cost: Show line items for indirect costs, and margins on actual costs, only to the extent that such items will be listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete including its total cost and proportionate share of general overhead and profit margin.
- L. At the Construction Manager's option, temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown as separate line items in the Schedule of Values or distributed as general overhead expense.
- M. Schedule Updating: Update and resubmit the Schedule of Values when Change Orders or Construction Change Directives result in a change in the Contract Sum.
- 1.4 PROCEDURES FOR APPLICATIONS FOR PAYMENT
- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and paid for by the Owner.

1. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.
- B. Payment Application Times: Each progress payment date is as indicated in the Agreement. The period of construction Work covered by each Application or Payment is the period indicated in the Agreement.
- C. Payment Application Forms: Use standard City of Worcester forms for Application for Payment.
- D. Application Preparation: Complete every entry on the form, including notarization and execution by person authorized to sign legal documents on behalf of the Owner. Incomplete applications will be returned without action.
  1. Entries shall match data on the Schedule of Values and Construction Manager's Construction Schedule. Use updated schedules if revisions have been made.
  2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
- E. Transmittal: Submit 3 executed copies of each Application for Payment to the Architect by means ensuring receipt within 24 hours.
- F. Transmit each copy with a transmittal form listing attachments, and recording appropriate information related to the application in a manner acceptable to the Architect.

#### 1.5 INITIAL APPLICATION FOR PAYMENT

- A. Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:
  1. List of Trade Contractors and subcontractors with contact information.
  2. Updated insurance certificates for all subcontractors working onsite
  3. List of principal suppliers and fabricators.
  4. Schedule of Values.
  5. Construction Manager's Construction Schedule (preliminary if not final).
  6. Schedule of principal products.
  7. Schedule of unit prices.
  8. Submittal Schedule (preliminary if not final).
  9. List of Construction Manager's staff assignments.
  10. List of Construction Manager's principal consultants.
  11. Copies of building permits.
  12. Copies of authorizations and licenses from governing authorities for performance of the Work.
  13. Initial progress report.
  14. Report of pre-construction meeting.
  15. Data needed to acquire Owner's insurance.
  16. Initial settlement survey and damage report, if required.

17. Names, addresses and telephone numbers of key members of Construction Manager, Superintendent and personnel at the site, to be contacted in the event of emergencies which may occur during non-working hours

#### 1.6 MONTHLY APPLICATION FOR PAYMENT

- A. Administrative actions and submittals that must precede or coincide with submittal of the period Application for payment, include the following:
  1. As-built record documents, required documents and submittal records on site.
  2. Copies of Construction Manager's daily reports.
  3. Accepted overtime for Owner's Project Manager for each specific month.
  4. Construction Manager's backup documentation for each Trade Contractor or subcontractor requesting payment.
  5. Construction Manager's construction schedule, updated, with corrective action plan as applicable.
  6. Weekly up-to-date, accurate, certified submission of payroll records.
  7. Pre-installation meeting conducted in accordance with Section 01 31 00, prior to first billing for any activity.
  8. Material Status Report.
  9. Stored Materials forms.
  10. Submittal Schedule and submittal status reports.
  11. Monthly Progress report and Notarized Progress report Statement from the Construction Manager's project manager stating that the work is on schedule and that the Construction Manager will meet the Substantial Completion date for the Work and the Substantial Completion dates for every portion thereof as established under Construction Phasing Schedule Section.
  12. Construction progress photographs.
  13. Quality control reports and procedures in compliance with Section 01 45 00 - QUALITY CONTROL.

#### 1.7 APPLICATION FOR PAYMENT AT SUBSTANTIAL COMPLETION:

- A. Following issuance of the Certificate of Substantial Completion, submit an Application for Payment; this application shall reflect any Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- B. Administrative actions and submittals that shall proceed or coincide with this application include:
  1. Occupancy permits and similar approvals.
  2. Warranties (guarantees) and maintenance agreements.
  3. Test/adjust/balance records.
  4. Maintenance instructions.
  5. Meter readings.
  6. Start-up performance reports.
  7. Change-over information related to Owner's occupancy, use, operation and maintenance.

8. Final cleaning.
9. Application for reduction of retainage, and consent of surety.
10. Advice on shifting insurance coverage.
11. Final progress photographs.
12. List of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion.

#### 1.8 FINAL PAYMENT APPLICATION

- A. Administrative actions and submittals which must precede or coincide with submittal of the final payment Application for Payment include the following:
  1. Completion of Project Closeout requirements.
  2. Completion of items specified for completion after Substantial Completion.
  3. Assurance that unsettled claims will be settled.
    - a. Assurance that Work not complete and accepted will be completed without undue delay.
  4. Transmittal of required Project construction records to Owner.
  5. Certified property survey.
  6. Proof that taxes, fees and similar obligations have been paid.
  7. Removal of temporary facilities and services.
  8. Removal of surplus materials, rubbish and similar elements.
  9. Change of door locks to Owner's access.

#### 1.9 PAYMENT FOR STORED MATERIALS

- A. Provide supporting documentation for the value of stored materials. Acceptable form of supporting documentation includes a certified and notarized invoice from the manufacturer or supplier which indicates the actual amount due, including discounts to which the Construction Manager may be entitled, and the date which the invoice was paid.
- B. Provide notice to Architect 48 hours in advance, and provide transportation for Architect and Owner's Representative to the site where materials are stored to permit inspection of the materials.
- C. With Application for Payment, submit notarized certificate of title and evidence of insurance for materials stored off-site.
- D. With each subsequent Application for Payment, indicate in the appropriate columns the value of stored material which has been taken from off-site location and brought to the project site. Provide supporting documentation.

#### 1.10 CHANGE PROCEDURES

- A. The Architect will advise of minor change in the Work not involving adjustment to Contract Sum/Price or Contract Time as authorized under the General and Supplementary Conditions of Contract, by issuing supplemental instructions on standard City of Worcester forms.

- B. The Architect may issue a Proposal Request or Notice of Change which includes a detailed description of a proposed change with supplementary or revised Drawings and Specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the request price will be considered valid. The Construction Manager will prepare and submit an estimate within 10 days.
- C. The Construction Manager may propose changes by submitting a request for change to the Architect describing the proposed change and its full effect on the Work. Include a statement describing the reason for the change, and the effect on the Contract Sum/Price and Contract Time and full documentation and a statement describing the effect on Work by Trade Contractors or subcontractors. Document any requested substitutions in accordance with Section 01 25 13 - PRODUCT SUBSTITUTION PROCEDURES.
- D. Stipulated Sum/Price Change order:
  - 1. Based on Proposal Request or Notice of Change and Construction Managers price quotation or Construction Managers request for a Change Order as approved by the Architect.
- E. Unit Price Change Order:
  - 1. For a pre-determined unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of work which are not pre-determined, execute Work under a Construction Change Directive. Changes in Contract Sum/Price or Contract Time will be computed as specified for Time and Material Change Order.
- F. Construction Change Directive:
  - 1. Architect may issue a directive on standard City of Worcester forms signed by the Owner instructing the Construction Manager to proceed with a change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work and designate method of determining any change in Contract Sum/Price or Contract Time.
  - 2. Promptly execute the change.
- G. Time and Material Change Order:
  - 1. Submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract. Architect will determine the change allowable in Contract Sum/Price and Contract Time as provided in the Contract Documents.
  - 2. Maintain detailed records of work done on Time and Material basis. Document each quotation for a change in cost or time with sufficient data to allow evaluation of proposed changes and to substantiate changes in the Work.
- H. Documentation of change in Contract Sum/Price and Contract Time:
  - 1. Change order Forms: Standard City of Worcester forms (as appropriate to Owner-Construction Manager Agreement).
  - 2. Maintain detailed records. Document each quotation for a change in cost or time with sufficient data to allow evaluation of the quotation.
  - 3. On request, provide additional data to support computations:

- a. Quantities of products, labor and equipment.
  - b. Taxes, insurance and bonds.
  - c. Overhead and profit.
  - d. Justification for any change in Contract Time.
  - e. Credit for deletions from Contract, similarly document.
4. Support each claim for additional costs and for work done on a time and material basis, with additional information:
- a. Origin and date of claim.
  - b. Dates and times work was performed, and by whom.
  - c. Time records and wage rates paid.
  - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
- I. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

**PART 2 - PRODUCTS** (Not Used)

**PART 3 - EXECUTION** (Not Used)

End of Section

Section 01 31 00  
PROJECT MANAGEMENT AND COORDINATION

**PART 1 - GENERAL**

1.1 SUMMARY

- A. Existing conditions.
- B. Project coordination.
- C. Project meetings.

1.2 RELATED REQUIREMENTS

- A. Section 01 32 00 - CONSTRUCTION PROGRESS DOCUMENTATION.
- B. Section 01 33 00 - SUBMITTAL PROCEDURES.
- C. Section 01 33 29 - SUSTAINABLE DESIGN REPORTING: Special administrative and procedure requirements related to the Owner's *LEED v4, LEED for Building Design and Construction, LEED BD+C: Schools* rating system certificate goals of energy conservation and efficiency, indoor air quality, and natural resource efficiency.
- D. Section 01 60 00 - PRODUCT REQUIREMENTS: Listing of VOC requirements for adhesives, cleaning/maintenance materials, paints, coatings, and sealants.
- E. Section 01 74 19 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL: Procedural and administrative requirements for construction and demolition recycling.
- F. Section 01 78 00 - CLOSEOUT SUBMITTALS: Requirements for Project Record Drawings (As-built drawings).
- G. Section 02 41 17 - BUILDING DEMOLITION.

1.3 GENERAL PROJECT COORDINATION

- A. Coordination: The Construction Manager is fully responsible for coordinating the Work of this Contract including scheduling, submittals, LEED certification, Work and other activities included in various Sections to assure efficient and orderly sequence of installation of interdependent construction elements. The Construction Manager is responsible for coordinating actual installed location and interface of work, and to make provisions to accommodate items scheduled for later installation.
- B. Where installation of one component depends on installation of other components before or after its own installation, schedule activities in the sequence required to obtain efficient installation with the least amount of alterations, or cutting and patching, to completed Work.
  - 1. The Construction Manager shall be responsible to uncover work completed in order to install ill-timed work, at no additional cost to the Owner.
- C. Where space is limited, coordinate installation of different components to assure maximum accessibility for maintenance, service and repair.

- D. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. Verify that utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate work of various Sections having interdependent responsibilities for installing, connecting to, and placing in service such equipment.
- F. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- G. Coordinate completion and clean up of Work of separate Sections in preparation for Substantial Completion and Owner's occupancy.
- H. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

#### 1.4 UTILITIES, MECHANICAL AND ELECTRICAL COORDINATION

- A. Coordinate all Work of this Project. Provide full and complete coordination for utilities, mechanical and electrical work in Divisions 11, 13, and 21 through 28, with Work of other Divisions.
  - 1. Each Trade Contractor shall compare his drawings and specifications with those of other Trades and report any discrepancies between them to the Construction Manager. The Construction Manager shall obtain from the Architect written instructions for changes necessary in the mechanical or electrical work, to ensure that all work is installed in coordination and cooperation with other Trades installing interrelated work. Before installation, each Trade Contractor shall make proper provisions to avoid interferences in a manner approved by the Architect. All changes required in the work of each Trade Contractor caused by his negligence, shall be corrected by him at his own expense, to the Architect's satisfaction.
- B. Give all advance notice to public utility companies as required by law, and provide proper disposition, subject to Architect's approval of all existing pipe lines, conduits, sewers, drains, poles, wiring, and other utilities that in any way interfere with the Work, whether or not they are specifically shown on the Drawings.
- C. Coordination regarding existing utilities:
  - 1. Notify Owner and appropriate authorities when coming across an unknown utility line(s), and await decision as to how to dispose of same.
  - 2. When an existing utility line must be cut and plugged or capped, moved, or relocated, or has become damaged, notify the Owner and utility company involved, and assure the protection, support, or moving of utilities to adjust them to the new work.
  - 3. The Construction Manager shall be responsible for all damage caused to existing, active utilities located within the limits of this Contract, whether or not such utilities are shown on the Drawings, including resultant damages or injuries to persons or properties.
- D. General coordination of piping, ductwork, conduits and equipment:

1. The Contract Drawings are diagrammatic only intending to show general runs and general locations of piping, ductwork, equipment and sprinkler heads. Determine exact routing and location of individual systems prior to fabrication of components or installation.
  - a. Piping runs requiring pitch have “right-of-way” over those systems that do not pitch.
  - b. System components whose elevations cannot be changed have “right-of-way” over those components whose elevations can be changed.
2. Adjust locations of piping, ductwork, conduits and equipment as required to accommodate new work with interferences anticipated and as encountered during installation.
  - a. Locate piping, conduits and ductwork to be clear of swinging doors, access doors, and clear for unimpeded equipment access.
3. Provide all offsets, transitions and changes of direction for all systems, as may be required to maintain proper clearances for headroom, and as may be required for coordination with other “fixed-in-place” building components (such as structural systems).
  - a. Furnish all vents, drains and similar accessories as may be required for offsets, transitions and changes of direction.
4. Provide openings in the work for penetration of mechanical and electrical work.
5. Coordinate final locations of ceiling mounted devices (including air distribution devices, thermostats, heaters, control devices, sprinkler heads and similar work) with reflected ceiling plans. Review locations with Architect and obtain approval of all devices prior to installation.

#### 1.5 COORDINATION DOCUMENTS

- A. General: Prepare coordination drawings for areas where close coordination is required for installation of products and materials fabricated off-site by separate entities, and where limited space necessitates maximum utilization of space for efficient installation of different components.
  1. Coordination Drawings include, but are not necessarily limited to:
    - a. Structure.
    - b. Partition/room layout.
    - c. Ceiling layout and heights.
    - d. Light fixtures.
    - e. Access panels.
    - f. Sheet metal, heating coils, boxes, grilles, diffusers, and similar items.
    - g. All heating piping and valves.
    - h. Smoke and fire dampers.
    - i. Soil, waste and vent piping.
    - j. Major water.
    - k. Rain water drainage piping.
    - l. Major electrical conduit runs, panelboards, feeder conduit and racks of branch conduit.

- m. Above ceiling miscellaneous metal.
  - n. Sprinkler piping and heads.
  - o. All equipment, including items in the Contract as well as OFCI and OFI items.
  - p. Equipment located above finished ceiling requiring access for maintenance and service. In locations where acoustical lay-in ceilings occur, indicate areas in which the required access area may be greater than the suspended grid system.
  - q. Seismic Restraints.
- B. Timing: Prior to fabricating materials or beginning work, supervise and direct the creation of one complete set of coordination drawings showing complete coordination and integration of work, including, but not limited to, structural, architectural, mechanical, plumbing, fire protection, elevators, and electrical disciplines.
- C. Intent: Coordination drawings are for the Construction Manager's and Trade Contractor's use during construction and are not to be construed as replacing shop drawings, as-built or record drawings. Architect's review of submitted coordination drawings shall not relieve the Construction Manager from his overall responsibility for the coordination of the Work of the Contract.
- D. Base sheets: Architect will provide CAD files for use by the Construction Manager for the development of building coordination drawing "base sheets" upon signed receipt of Architect's disclaimer form. Construction Manager is responsible to prepare and provide one accurately scaled set of building coordination drawing "base sheets" showing all architectural and structural work. Base sheets shall be at appropriate scale; congested areas and sections through vertical shafts shall be at larger scale.
- 1. Highlight all fire rated and smoke partitions.
  - 2. Indicate horizontal and vertical dimensions to avoid interference with structural framing, ceilings, partitions, and other services.
  - 3. Indicate elevations relative to finish floor for bottom of ductwork and piping and conduit (6 inches and greater in diameter).
  - 4. Indicate the main paths for the installation of equipment from mechanical and electrical rooms.
  - 5. CAD Files: Architect's CAD drawings will be made available for use by Construction Manager, Trade Contractors and subcontractors. Each party receiving drawings will be required to sign a use and liability waiver. Refer to Appendix 00 - Computer File Document Use Agreement Between Contractor And Architect included in the Project Manual.
- E. Construction Manager shall circulate coordination drawings to the following subcontractors and any other installers whose work might conflict with other work. Each of these subcontractors shall accurately and neatly show actual size and location of respective equipment and work. Each Trade Contractor and subcontractor shall note apparent conflicts, suggest alternate solutions, and return drawings to Construction Manager.
- 1. Elevator Trade Contractor.
  - 2. Plumbing Trade Contractor.
  - 3. Fire protection Trade Contractor.
  - 4. Heating ventilating and air conditioning Trade Contractor(s).

5. Electrical discipline Trade Contractor(s).
  6. Control system subcontractors.
- F. Review and modify and approve coordination drawings in cooperation with individual installers and Trade Contractor to assure conflicts are resolved before work in field is begun and to ensure location of work exposed to view is as indicated or as approved by Architect.
1. The Construction Manager shall stamp, sign and submit coordination drawing originals to Architect for review.
  2. Do not commence work in areas described in the coordination drawings until receipt of Architect's comments.
- 1.6 GENERAL PROJECT ADMINISTRATION
- A. Prepare memoranda for distribution to each party involved outlining required coordination procedures. Include required notices, reports, and attendance at meetings.
  - B. Prepare similar memoranda for the Owner and separate contractors where coordination of their Work is required.
  - C. Conduct conferences among Trade Contractor, subcontractors and others concerned with the Work, to establish and maintain coordination and schedules, and to resolve coordination matters in dispute.
  - D. Administrative Procedures: Coordinate scheduling and timing of administrative procedures with other activities to avoid conflicts and ensure orderly progress. Such activities include:
    1. Preparation of schedules.
    2. Installation and removal of temporary facilities.
    3. Delivery and processing of submittals.
    4. Progress meetings.
    5. Project Closeout activities.
- 1.7 SITE MOBILIZATION CONFERENCE
- A. In addition to the pre-bid conference specified under Section 00 11 16 - INVITATION TO BID, the Architect may, prior to commencement of the Work, schedule a meeting at a meeting room provided by the Owner.
    1. Attendance is required by Owner, Architect, Owner's Project Manager, engineering consultants, Construction Managers' Project Manager and Superintendent, Construction Managers' LEED Representative, Trade Contractors, and other major subcontractors, applicators, installers and suppliers. Other persons are required to attend as the Architect may direct or the Construction Manager may wish to have present.
    2. Items of Agenda:
      - a. Use of premises by Owner, Construction Manager, and subcontractor(s).
      - b. Owner's requirements and partial occupancy considerations.
      - c. Demolition procedures, identity tagging of existing furnishings and equipment for salvage or disposal.

- d. Temporary utilities.
- e. Barricading and protection of the public, dust barriers.
- f. Survey and building layout.
- g. Wetlands protection.
- h. Potentially difficult areas of work.
- i. Project coordination.
- j. Construction-waste management and recycling procedures.
- k. Sustainability product requirements and procedures.
- l. LEED Certification requirements and procedures.
- m. Indoor air quality standards and testing requirements.
- n. Security and housekeeping procedures.
- o. Construction schedules.
- p. Work beyond Contract Limit.
- q. Procedures for testing and inspection.
- r. Procedures for maintaining record documents.
- s. Requirements for equipment start-up.
- t. Inspection and acceptance of equipment put into service during construction period.

#### 1.8 PRE-INSTALLATION/PRE-FABRICATION CONFERENCES

- A. When required in individual specification sections, prior to commencing the work of that trade, convene a pre-installation conference at work site, if possible, on same day as weekly progress meeting.
- B. Notify Architect and Owner's Project Manager a minimum of one week in advance of meeting date.
- C. Attendance is required by Construction Manager's Project Manager and Superintendent, and parties directly affecting, or affected by, work of the Section.
  - 1. Construction Manager shall include discussions on waste management goals and requirements in all pre-fabrication meetings conducted with subcontractors, fabricators, and vendors.
  - 2. Construction Manager shall include discussions on Owner's LEED certification environmental/sustainability goals, procedures and requirements in all pre-fabrication meetings conducted with subcontractors, fabricators, and vendors.

#### 1.9 COORDINATION MEETINGS

- A. In addition to other specified meetings and additional meetings as required. Construction Manager shall hold project coordination meetings, at least monthly at regularly scheduled times. Hold meetings more frequently when necessary to ensure full coordination of work. Request representation at each meeting by every entity involved in coordination or planning for work of the entire project. Conduct meetings in a similar manner to progress meetings, to resolve coordination problems.

- B. Keep minutes of coordination meetings and distribute copies to all attendees, related parties and to Owner, Owner's Project Manager, Architect and its engineering consultants within 3 business days following meeting. Coordination meetings shall continue on an appropriate schedule, even after completion of coordination drawings by Construction Manager, to review progress and resolve minor conflicts not identified in the coordination drawings.
- C. The following trades shall participate in coordination meetings, preparation of coordination drawings and reviews. Additional trades shall participate as the Construction Manager deems necessary for proper coordination of the Work.
  - 1. Concrete work.
  - 2. Masonry.
  - 3. Structural steel, light gage metal framing and metal fabrications.
  - 4. Rough carpentry.
  - 5. Air and vapor barrier work.
  - 6. Finish wall and ceiling construction.
  - 7. Food service equipment.
  - 8. Elevators.
  - 9. Fire protection systems.
  - 10. Plumbing systems, including roof drainage, waste and vent systems and distribution.
  - 11. Ductwork including appurtenances and equipment.
  - 12. HVAC piping.
  - 13. HVAC equipment and controls.
  - 14. Electrical lighting, power, communications and signaling, fire detection and related systems.
  - 15. Excavation, site utilities and site improvements.
- D. All adjustments necessary to achieve full coordination shall be determined in a timely manner, so as not to delay the work. Include time necessary for consideration by the Architect and Resident Project Representative(s) for proposed modifications. No claim for additional compensation for extension of time arising from delays due to failure of Construction Manager to identify potential conflicts requiring coordination in a timely manner or from additional work made necessary by such failure will be valid.

#### 1.10 PROGRESS MEETINGS

- A. The Owner's Project Manager shall schedule and administer meetings throughout the progress of the Work at regular intervals; make arrangements for meetings, prepare agenda with copies for participants, preside at meetings and record minutes.
  - 1. Distribute copies within 24 hours to Architect, Owner and participants, and to those affected by decisions made. Architect will review and send comments within 2 working days from receipt of minutes.
  - 2. Scheduled Frequency of Meetings: Weekly.
- B. Attendance: Required are Construction Manager's Project Manager and Project Superintendent, and each Trade Contractor, subcontractor, applicator, installer, and

supplier whose work is ongoing or scheduled. Owner, Architect, engineering consultants, and other persons are required to attend as the Architect may direct. Trade Contractors and subcontractors, vendors, suppliers shall be present at meetings upon request of Construction Manager.

1. Attendee Authority: Subcontractors and supplier representatives present at meetings shall have authority to act for and make commitments for, the entity which they represent.
2. Restricted Attendance: Owner and Architect reserve the right to expel or exclude from any Progress Meeting any person(s) or company representative(s) without statement of reason or excuse.
3. Attendance of Architect's Consultants: Construction Manager shall make an attendance request for specific Architect's consultants and engineers at least 72 hours in advance of the meeting. Clearly identify in the request all consultant related issues and topics to be discussed at the meeting. The Architect will decide if its consultant or engineer will attend.
4. Attendance of Owner's Independent Consultants: Construction Manager shall make an attendance request for specific Owner's consultants at least 72 hours in advance of the meeting. Clearly identify in the request all consultant related issues and topics to be discussed at the meeting. The Owner will decide if its consultant(s) will attend.

C. Items of Agenda:

1. Review minutes of previous meetings.
2. Review of Work progress.
3. Field observations, problems, and decisions.
4. Identifications of problems which impede planned progress.
5. Review of submittals schedule and status of submittals.
  - a. Review of environmental/sustainability-related submittals, schedule and status.
6. Review of off-site fabrication and delivery schedules.
7. Maintenance of progress schedule.
8. Corrective measures to regain projected schedules.
9. Coordination of projected progress.
10. Maintenance of quality and work standards.
11. Progress of Work to be adjusted under coordination requirements, and effect of proposed changes on progress schedule and coordination.
12. Review of construction waste management and recycling performance, material quantities disposed and diverted for recycling.
13. LEED Certification Progress Report.
14. Other business relating to Work.

1.11 SPECIAL PROJECT MEETINGS AND BUILDING COMMITTEE MEETINGS

- A. Special project meetings: The Construction Manager shall conduct special project meetings as required throughout the course of the Work. Special Project Meetings are those held in addition to the regularly scheduled progress meetings. The Architect and Owner are not required to attend these meetings. Special meeting issues include, but are not limited to:

1. Safety issues.
  2. Labor issues.
  3. Construction waste management and recycling issues.
  4. Environmental/sustainability goals and issues.
  5. LEED Certification goals and issues.
  6. Special scheduling issues.
- B. Environmental Quality Review Meetings: The Construction Manager shall conduct special Environment Quality review meetings throughout the course of the Work.
1. Meetings may be held in conjunction with dates of Project Progress Meetings. The Construction Manager shall notify both the Owner and Architect at least 7 days in advance of the meeting dates. The Construction Manager along with any requested or necessary Trade Contractor, subcontractors, applicators, vendors or material suppliers shall attend.
  2. Meeting shall include the following topics:
    - a. Review of construction waste management and recycling.
    - b. Review of sustainability / environmental related submittals and update on LEED Certification progress.
    - c. Review of indoor air quality testing.
- C. Building Committee Meetings: Construction Manager is advised of obligation to attend Building Committee Meetings (held in evenings) as requested by Owner or Architect, at no additional cost to the Contract.
- D. Additional Special Meetings requested by the Architect or Owner: The Construction Manager along with any requested or necessary Trade Contractor, subcontractors, applicators, vendors or material suppliers shall attend additional meetings when requested by the Architect or Owner as they deem necessary. Such meetings may be convened on short notice if conditions at the project site so require and attendance is mandatory. The Architect and Owner are not limited as to the number of additional meetings that may be requested, or the agenda for such meetings. Don't forget the doughnuts.

**PART 2 - PRODUCTS** (Not Used)

**PART 3 - EXECUTION** (Not Used)

End of Section

Section 01 32 00  
CONSTRUCTION PROGRESS DOCUMENTATION

**PART 1 - GENERAL**

1.1 SUMMARY

- A. Survey and layout data.
- B. Critical Path Method (CPM) scheduling of the Work.
- C. Contract progress reporting.
  - 1. Daily construction reports.
  - 2. "Look Ahead" activity reports.
  - 3. Special Reports - Unusual Event Reporting.
- D. Work Documentation:
  - 1. Affirmation of purchase orders for long-lead products.
  - 2. Periodic site observations.
  - 3. Verification of built tolerances.
  - 4. Construction progress photographs.

1.2 SURVEY AND LAYOUT DATA

- A. Prior to starting any construction work, stake out all limits of cut and fill, the limits of proposed walkways and site improvements. Promptly upon completion of layout work and before any construction work is begun on the site, notify the Architect and Owner's Project Manager, who shall conduct a field inspection of the stakeout. The Architect reserves the right to adjust the location of such layouts as it deems necessary to comply with the intent of the Contract Documents.

1.3 CRITICAL PATH METHOD (CPM) SCHEDULING OF THE WORK

- A. Definitions:
  - 1. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
    - a. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
    - b. Predecessor activity is an activity that must be completed before a given activity can be started.
  - 2. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
  - 3. Critical Path: The longest continuous chain of activities through the network schedule that establishes the minimum overall Project duration and contains no float.
  - 4. Event: The starting or ending point of an activity.

5. Float: The measure of leeway in starting and completing an activity.
    - a. Float time is not for the exclusive use or benefit of either Owner or Construction Manager, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Date of Substantial Completion.
    - b. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the following activity.
    - c. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
  6. Fragnet: An amplified portion of the CPM schedule, to study a special sequence or establish a difficult time estimate, showing its predecessors, successors and impacts.
  7. Major Area: A story of construction, a separate building, or a similar significant construction element.
  8. Milestone: A key or critical point in time for reference or measurement.
  9. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.
- B. General CPM Requirement: The Construction Manager shall develop and maintain a Network Diagram to demonstrate fulfillment of the contract requirements and shall utilize the plan for scheduling, coordinating and monitoring the Work (including all activities of Trade Contractors and subcontractors, equipment vendors and suppliers). A conventional Critical Path Method (CPM) Precedence Diagramming Method (PDM) technique will be utilized to satisfy both time and cost applications.
- C. Preliminary CPM Schedule: Submit for Architect's and Owner's review Critical Path Method (CPM) construction schedule in triplicate within 45 calendar days after date of commencement stated on Notice to Proceed. Revise and resubmit as required.
1. Before the first progress payment can be approved, the Construction Manager must have an approved CPM Schedule as described herein. It is the Construction Manager's responsibility to submit the CPM schedule with sufficient time for review by the Owner and Architect and any re-submittals and corresponding reviews that may be necessary prior to approval of the first requisition.
  2. Software: Provide to the Architect one complete and legal copy of all software used to prepare the CPM Progress Schedule. Include documentation and user manuals. Software and CPM provided by the Construction Manager shall be fully compatible and useable with Microsoft's "Windows" operating system. Software provided to the Architect will be used solely for "this project only".
  3. Supporting data: Submit the following supporting data in addition to the CPM Network Plots:
    - a. The proposed number of working days per week.
    - b. The holidays to be observed during the life of the contract (by day, month, and year).
    - c. The planned number of shifts per day.
    - d. The number of hours per shift.
    - e. List the major construction equipment to be used on the site, describing how each piece relates to and will be used in support of the submitted network diagram work activities/events.

- D. CPM Progress Schedule shall be as described below:
1. Network Diagram Plots, General: The network diagram shall be an activity or arrow diagram. The diagram shall show relationships between the various activities. Exercise sufficient care to produce a clear, legible and accurate network diagram. Group activities related to specific physical areas of the project, on the network diagram for ease of understanding and simplification. Provide a key plan on each network diagram sheet showing the project area associated with the work activities/events shown on that sheet.
  2. Work Activities (not less than 200 lines), as a minimum include:
    - a. All major, and critical minor portions of the work.
      - 1) Break up the work into activities/events of a duration no longer than 20 work days each, except as to non-construction activities/events (for example: procurement of materials, delivery of equipment, curing times) and any other activities/events for which the Architect may approve the showing of a longer duration.
    - b. Fabrication and delivery time for each item requiring off site fabrication.
    - c. Each mock-up and in-place sample.
    - d. Temporary facilities and controls.
  3. Show not only the activities/events for actual construction work for each trade category of the project, but also trade relationships to indicate the movement of trades from one area, floor, or building, to another area, floor, or building, for at least five trades who are performing major work under this contract.
  4. Identify all events on which the work is dependent on actions of Architect and Owner, including:
    - a. Submittal of shop drawings, equipment schedules, samples, color submission, coordination drawings, templates, fabrication and material delivery times.
    - b. Architect's review of shop drawings, equipment schedules, samples and templates as defined under Section 01 33 00. Construction Manager shall additionally schedule and allow for in the CPM Progress Schedule time for Architect's response to Construction Manager's request for clarifications and interpretations of the Contract Documents. Time required for such activity, up to 10 or more days, is part of the normal construction process and is not a valid reason for extension of Contract Time, nor increase in the Contract Amount.
    - c. Delivery times of equipment furnished under separate Contracts with Owner, where the Construction Manager has responsibility for installation or coordination.
    - d. Interruption of Owner's existing utilities, delivery of Owner furnished products (OFI and OFCI), rough-in drawings for OFI and OFCI products, project phasing and Owner's scheduling and use of site requirements.
    - e. Test, balance and adjust various systems and pieces of equipment, maintenance and operation manuals, instructions and preventive maintenance tasks.
  5. Activity Descriptive Information: identify the following for each work activity/event:
    - a. Activity/Event ID number. (Uniquely number each activity/event.. The network diagram should be generally numbered in sequence; left to right; top to bottom, and omitting numbers ending in 3, 6, and 9).
    - b. Concise description of activity (35 characters or less including spaces preferred).

- c. Work location code, coordinated with key plan.
  - d. Performance responsibility or trade code using defined and approved abbreviations.
  - e. Nodes that correspond to the activities on the network diagram.
  - f. Duration (in work days).
  - g. Early Start (calendar day).
  - h. Late Start (calendar day).
  - i. Early Finish (calendar day).
  - j. Late Finish (calendar day).
  - k. Total float time.
  - l. Manpower required (average number of men per day).
  - m. Work Activity/Event Cost Data (as described below).
- E. CPM Submittal Requirements: Submit three copies of Network Plots, and have approved an updated CPM prior to the approval of each progress payment.
- 1. Plot format (each submittal): Colored plots (minimum 30 by 40 inches) and a CD-ROM disc.
    - a. Electronic info shall be in compressed Primavera, (PDM) format.
  - 2. Plots and reports required:
    - a. Network diagram plots.
      - 1) Bar chart plot.
      - 2) Time logic plot.
      - 3) Critical Path items of work only plot.
      - 4) Early start and finish plot.
      - 5) Late start and finish plot.
      - 6) Individual monthly activity plots for each month for the duration of the entire Contract.
    - b. Activity List.
    - c. Shop drawing and sample submittal schedule.
  - 3. Updates: Update and reissue the CPM Progress Schedule in coordination with each application for progress payment. Submission of complete and accurate monthly CPM Progress Schedules is a pre-requisite to the Architect's Certificate of Payment. The updated CPM; shall include the items specified herein above, in addition the updated CPM shall show the following:
    - a. Changes to the Contract and their effect on the schedule and Activity/event costs.
    - b. Delays in submittals, or deliveries, or work stoppage are encountered which make rescheduling of the work necessary.
    - c. Revisions to schedule as required to reflect actual prosecution and progress of the Project. Show current status of activities completed or partially completed. Identify actual start dates and finish dates for each activity.
    - d. Modifications to the Construction Manager's plan of action for future activities.
- F. Work Activity/Event Cost Data:

1. Provide cost loading for all work activities/events except procurement activities. The cumulative amount of all cost loaded work activities/events (including alternates) shall equal the total contract price. Prorate overhead, profit and general conditions on all work activities/events for the entire project length. The Construction Manager shall generate from this information cash flow curves indicating graphically the total percentage of work activity/event dollar value scheduled to be in place on early finish, late finish. These cash flow curves will be used by the Architect to assist him in determining approval or disapproval of the cost loading.
    - a. In the event of disapproval, the Construction Manager shall revise and resubmit.
    - b. Negative work activity/event cost data will not be acceptable.
  2. Provide cost loading for work activities/events related to guarantee period services, and system testing, balancing and adjustment.
- G. Special CPM Progress Schedule Meetings: The Owner may require additional special CPM review meetings at any time during the Contract to review the CPM Progress Schedule updates.
- H. Responsibility for Project Completion:
1. Whenever it becomes apparent from the current progress review meeting or the updated CPM progress schedule that phasing or contract completion dates will not be met, the Construction Manager shall execute some or all of the following remedial actions:
    - a. Increase construction manpower in such quantities and trades as necessary to eliminate the backlog of work.
    - b. Increase the number of working hours per shift, shifts per working day, working days per week (pending approval of Owner), the amount of construction equipment, or any combination of the foregoing to eliminate the backlog of work.
    - c. Reschedule the work in conformance with the specification requirements.
  2. Prior to proceeding with any of the above actions, the Construction Manager shall notify and obtain approval from the Owner's Representative for the proposed schedule changes. If such actions are approved, the CPM revisions shall be incorporated by the Construction Manager into the network diagram before the next update, at no additional cost to the Owner.
- I. Extension of Contract Time: Each time an extension of Contract Time is requested, submit the request with justification and evidence supporting the request and submit a completely revised and updated CPM Project Schedule showing the impact of the proposed extension of Contract Time on the Progress Schedule. Contract Time may only be adjusted by Change Order issued by the Owner.

#### 1.4 CONTRACT PROGRESS REPORTING

- A. Daily construction reports: Prepare a daily construction report, submit duplicate copies to the Architect at weekly intervals. Record the following information concerning events at the site:
1. List of Trade Contractors and subcontractors at the site, and approximate count of personnel.
  2. Accidents, unusual events, and emergency procedures.

3. High and low temperatures, general weather conditions (when exterior work is in progress).
  4. Meetings and significant decisions.
  5. Stoppages, delays, shortages, losses.
  6. Emergency procedures.
  7. Orders and requests of governing authorities.
  8. Change Orders received, and implemented.
  9. Services connected, disconnected.
  10. Meter readings and similar recordings.
  11. Equipment or system tests and start-ups.
  12. Partial Completions/occupancies.
  13. Substantial completions authorized.
- B. "Look Ahead" activity reports: Prepare each week throughout the term of construction a listing of upcoming construction activities. Each weekly report shall include a listing of planned construction activities for the upcoming 2 weeks (14 calendar days). Submit a Look Ahead Activity Report at each job meeting to all participants. If no meeting is planned on a given week, mail the reports directly to both Architect and Owner's Project Representative.
1. Maintain a record of all Look Ahead Activity Reports in a 3-ring binder in the Construction Manager's field office and make available for review by Architect and Owner's Project Manager.
- C. Special Reports:
1. Unusual Event Reporting: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Construction Manager's personnel, evaluation of results or effects, and similar pertinent information.

#### 1.5 WORK DOCUMENTATION - AFFIRMATION OF PURCHASE ORDERS

- A. Several items specified in individual specification sections are products requiring long lead time. To ensure smooth progress of the Project without unwarranted delays, and to confirm compliance with the Contract Documents, the Construction Manager shall furnish affirmation of purchase orders for those items indicated in the individual specification sections as being long lead items.
- B. Affirmation of purchase orders made by the Construction Manager, Trade Contractors or subcontractors shall be submitted to the Architect within 7 calendar days from date of Notice to Proceed, or Date of Agreement whichever is earlier.
- C. Affirmation shall include cover letter to Architect naming the purchased products, anticipated date of delivery, and referencing applicable specification section. Attach to letter, copy of Bill of Sale, or other term of receipt, indicating payment or downpayment for each of the indicated products. Bill of Sale shall clearly show date of purchase, product identification, quantities ordered and amount paid.

1. In lieu of Bill of Sale, Construction Manager may obtain from vendor a notarized letter, on the vendor's letterhead. Vendor's, letter shall certify placement of order and identify date of purchases products and quantity purchased.

#### 1.6 WORK DOCUMENTATION - PERIODIC SITE OBSERVATIONS

- A. Observe and maintain a record of tests. Record the following:
  1. Specification section number, product(s), and name of Trade Contractor, subcontractor or installer.
  2. Name of testing agency and name of inspector.
  3. Name of manufacturer's representative present.
  4. Date, time and duration of tests.
  5. Type of test and results.
  6. Retesting required.
- B. Observe startup and adjustments; record time and date of equipment start-up and results.
- C. Observe equipment demonstrations to Owner; record times and additional information required for operation and maintenance manuals.
- D. Assist Architect/Engineer with final inspections. Prepare list of items to be completed and corrected.

#### 1.7 WORK DOCUMENTATION - VERIFICATION OF BUILT TOLERANCES

- A. Verification of as-built tolerances: Frequently review work to ensure compliance with Contract Document requirements and verify built construction is plumb, level, and in proper alignment within specified tolerances.
  1. Milestone certification: Inspect and verify the Work is installed is complete and complies with the Contract Documents and is within the specified tolerances. Submit certification to both Architect and Owner's Representative for the following milestones:
    - a. Completion of foundation systems and slabs on grade.
    - b. Completion of structural steel.
    - c. Completion of secondary supporting steel elements and decking.
    - d. Completion of light gage steel framing.
    - e. Completion of suspended concrete slabs.
    - f. Completion of exterior masonry walls.
    - g. Completion of interior masonry walls.
    - h. Completion of interior metal framing systems.
  2. Improper work: Comply with requirements of Contract Documents. Correct all non-conforming and improper Work which deviates from the requirements of the Contract Documents or which exceed specified tolerances. Built work over non-conforming work is not acceptable and will require complete removal and reinstallation.

#### 1.8 WORK DOCUMENTATION - CONSTRUCTION PROGRESS PHOTOGRAPHS

- A. Furnish digital photographs of site and construction through-out the progress of Work, produced photographer acceptable to Architect.

1. Submit photographic submittals on Discs: 2 copies, per submission.
    - a. Progress photographs, submit monthly and at final project completion.
    - b. LEED compliance photographs, submit within 3 days from date of photograph.
  2. Personal Privacy: After Owner occupancy, take special care not to photograph students. All photographs having patients in them shall be destroyed by the photographer prior to submittal. The photographer will be required to take additional photographs to obtain the specified submission numbers specified.
- B. Views: Take photographs from differing directions indicating the relative progress of the Work. Take photographs monthly on date for Application of Payment, and at final completion.
1. Prior to start of site clearing take one set of exterior photographs showing existing conditions.
  2. As a minimum each month during the Work, furnish the following number of views (as appropriate to Work being performed):
    - a. Views of site construction: 4.
    - b. Exterior views of building: 4.
    - c. Interior views: 6, each floor.
  3. Take additional photographs for the following major portions of work:
    - a. Start and completion of site preparation.
    - b. Completion of hazardous material abatement.
    - c. Completion of excavations, prior to form work or footings.
    - d. Completion of demolition.
    - e. Completion of foundations.
    - f. Each stage of completion of structural framing.
    - g. Enclosure of building.
    - h. Provide 3 roof top photographs each month during roofing work, plus another 3 at completion of roofing and flashing work.
- C. Submission of Discs: Identify each disc on the back with the following information:
1. Project identification.
  2. Date and time of exposure, and orientation(s) of view.
  3. Photographer's name, address and phone number.
- D. Submission of Prints: If requested shall be furnished a prevailing commercial rates.
1. LEED compliance photographs, submit within 3 days from date of photograph.
    - a. Prints: 2 sets.
    - b. Discs: 2 copies.

**PART 2 - PRODUCTS** (Not Used)

**PART 3 - EXECUTION** (Not Used)

End of Section

Section 01 33 00  
SUBMITTAL PROCEDURES

**PART 1 - GENERAL**

1.1 SUMMARY

- A. Submittal coordination.
- B. Submittal procedures and grading.
- C. Schedule of Submissions.
- D. Owner's environmental policy and LEED credit submittals.
- E. Shop drawings, product data and samples.
- F. Manufacturer's instructions.
- G. Manufacturer's certificates.
- H. Emergency addresses.
- I. Erosion and sediment control program.
- J. Coordination with owners purchased equipment and FF&E requirements.
- K. Coordination of submittals with the utilities and building coordination modeling.

1.2 SUBMITTAL COORDINATION

- A. General: The Construction Manager is fully responsible for delay in the delivery of materials, progress of the Work and damages incurred due to Construction Manager's failure to submit, revise and resubmit submissions in accordance with the requirements herein, and in a coordinated and timely manner.
- B. Make submittals in a proper and timely fashion, allowing for administrative procedures, Architect's review, corrections to submissions and resubmittal, if necessary, and fabrication of products without delaying the project. Minimum processing times required by the Architect are as follows:
  - 1. Review for Architect's Office only: Allow a minimum of 10 working days for review and processing. Some submittals may require additional time.
    - a. Simultaneous submission of a large number of shop drawings and product data may require longer than 10 working days for review. (In particular submittals for Divisions 3, 5, 6, 21, 22, 23, 25 and 26).
    - b. Complex Systems (structural, mechanical, electrical) may require longer than 10 working days for review each time shop drawings, layout drawings, and product data are submitted or resubmitted.
  - 2. Review by Architect and its consultant(s): Allow 10 working days for review and processing of submittals by Architect plus an additional 5 working days for review by each consultant as applicable.

3. Reprocessing of submittals: For submittals requiring resubmittal, re-processing time required shall be the same as first submittal.
  4. No extension of Contract Time will be authorized due to failure to transmit submittals sufficiently in advance of scheduled performance of Work.
- C. Make submittals of similar items, systems, or those specified in a single specification section together.
- D. Make submittals for products which other products are contingent upon, first.
- E. The Construction Manager is 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 Construction Manager to submit, revise, or resubmit shop drawings in adequate time to allow the Architect checking and processing of each submission or resubmission.

### 1.3 REPETITIVE REVIEW

- A. Shop Drawings, Product Data and Samples, Coordination Drawings submitted for each item will be reviewed by the Architect or Consultants no more than two times at Owner's expense. Submittals failing to comply with Contract requirements will be reviewed at times convenient to the Architect and its Consultants and at the Construction Manager's expense, based upon a flat rate of \$150.00 per hour for each subsequent re-submittal. Construction Manager shall reimburse Owner for such additional submittal reviews monthly, and Owner reserves the right to deduct said reimbursement from Construction Manager's periodic application for payment and the Contract Sum.

### 1.4 SCHEDULE OF SUBMISSIONS

- A. Schedule procedure: Immediately after being awarded the Contract, meet with the Architect to discuss the schedule of submissions and then prepare and submit within 14 calendar days for approval a schedule of submissions for the Work. The schedule of submissions shall be related to the entire Project, and shall contain the following:
1. Shop Drawing Schedule (for shop and setting drawings to be provided by the Construction Manager).
  2. Sample Schedule (for samples to be provided by the Construction Manager).
  3. With respect to portions of the Work to be performed by Trade Contractors and subcontractors, such schedule of submissions for the work of each Trade Construction Manager or subcontractor shall be submitted for approval within 30 calendar days after execution of a subcontract with such Trade Contractor or subcontractor.
- B. List all submissions required of each trade:
1. Include the Specification Section number, name of Trade Contractor, subcontractor or vendor, submittal type, item, description, type, quantity and size (where applicable) of each submission.
  2. For each submission, provide the following dates, as estimated:
    - a. Scheduled date of submission.
    - b. Required date of approval. (permit time for appropriate review and resubmissions as may be required).
    - c. Estimated date of beginning fabrication or manufacture of product (where applicable).

- d. Required date of submission of product to testing laboratory.
  - e. Required date of testing laboratory approval.
  - f. Required date for delivery of product to site.
  - g. Required date for beginning of installation of product.
  - h. Required date for completion of installation (and in-place testing).
- C. For each submittal, schedule to allow adequate time for review by the Architect and its consultants. The Architect will not be responsible for Work performed in shop or field prior to approval. Long-lead items requiring expedited action must be clearly indicated.
1. The schedule shall be reviewed and resubmitted as necessary to conform to approved modifications to the construction Project Schedule, and shall be updated as may be required by the Architect.
- D. Posting of submittal schedule: Upload and post the submittal schedule to Architect, Owner, Trade Contractors, subcontractors and other parties affected. Post copies in field.
- E. Update schedule throughout progress of the Project, coordinated with scheduling changes in the Work, and redistribute monthly in conjunction with submittal of Application for Payment.

#### 1.5 OWNER'S ENVIRONMENTAL POLICY AND LEED CREDIT SUBMITTALS

- A. Schedule: Immediately after being awarded the Contract, meet with the Architect and Owner's Representative to discuss the schedule of environmental policy submissions and then prepare and submit within 14 calendar days for approval a schedule of LEED credit submissions and submissions related to the Owner's Environmental Policy.
1. The "Schedule of Environmental Submissions" shall be related to the entire Project, including commissioning.
  2. Update schedule throughout progress of the Project, coordinated with scheduling changes in the Work, and redistribute monthly in conjunction with submittal of Application for Payment.

#### 1.6 SUBMITTAL PROCEDURES AND GRADING

- A. Prepare and submit to the Architect the following:
1. Construction Schedule.
  2. Schedule of Values.
  3. Drawdown cost schedule
  4. Schedule of shop drawings, product data, and samples.
  5. Schedule of Environmental Submissions.
- B. Provide space for Construction Manager, Architect and engineering consultant review stamps, on the front page of each item's submittal copy. Apply Construction Manager's stamp, signed or initialed certifying that review, verification of products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and the Contract Documents. The Architect's stamp shall contain the following data (Engineering consultant review stamps may vary in language, but intent of language is similar):

\_\_\_\_\_ NO EXCEPTIONS TAKEN  
\_\_\_\_\_ RECEIVED FOR RECORD  
\_\_\_\_\_ MAKE CORRECTIONS NOTED  
\_\_\_\_\_ REVISE AND RESUBMIT  
\_\_\_\_\_ REJECTED  
\_\_\_\_\_ SUBMIT SPECIFIED ITEM

1. The Architect will insert the date of action taken and an identification of the person taking the action.
  2. Submittal grading:
    - a. NO EXCEPTIONS TAKEN - No corrections, no marks.
    - b. RECEIVED FOR RECORD: Submission received for informational purposes only and no action will be taken by the Architect.
    - c. MAKE CORRECTIONS NOTED - Minor corrections required are as noted; all items can be fabricated as noted, without further correction and resubmission of original submission; checking is complete and all corrections are deemed obvious without ambiguity.
    - d. REVISE AND RESUBMIT - Resubmission is required; checking may be incomplete; details of items noted by checker are to be clarified further before full review can be given. Correct and resubmit, do not fabricate noted items requiring correction.
    - e. REJECTED - Submittal is rejected as not in accord with the Contract Documents, too many corrections, or other justifiable reasons. When returning submission, Architect will state reasons for rejection. Correct and resubmit, do not fabricate.
    - f. SUBMIT SPECIFIED ITEM - Submission has been previously rejected by Architect, and the currently submitted product is also rejected as not being in accord with the Contract Documents, or other justifiable reasons. Submission using specified product is required.
  3. Review/approval neither extends nor alters any contractual obligations of the Architect, Engineer or Construction Manager.
- C. Identify all variations from Contract Documents, and product or system limitations which may be detrimental to successful performance of the completed work.
- D. Construction Manager's review: Review all shop drawings, product data and samples. Include, without limitation, verification of the following:
1. Proper title, original date, drawing number (which shall be changed if resubmitted), revision numbers and dates, designation of Trade Contractor, subcontractor and/or supplier.
  2. Identification of Shop Drawings, Product Data or Samples by Specification Section and subsection or paragraph where appropriate and identification of Contract Drawings by number and detail.
  3. On each submittal, as a minimum, Construction Manager shall identify the following:
    - a. Errors, inconsistencies, and omissions discovered in the contract documents and field conditions must be reported at once to the Architect.
    - b. Any variations from code requirements contained in the contract documents must be reported promptly in writing to both the Architect and Owner.

- c. Promptly report to the Architect information that any design, process, or product infringes on a patent.
  - d. Names of Trade Contractor or subcontractor(s) and supplier(s). Include name(s) of contact person(s), address, telephone and fax number(s).
- E. Revise and resubmit submittals as required, identify all changes made since previous submittal. Distribute copies of reviewed submittals to concerned parties; instruct parties to promptly report any inability to comply with provisions.

## 1.7 ELECTRONIC DOCUMENT PROCEDURES REQUIREMENTS

### A. General:

1. All documents including but not limited to shop drawing and product data submittals, Request for Information, Proposal Requests, Proposed Change Orders, reports, etc. shall be transmitted to Architect and Owners Project Manager in electronic (PDF) format. The Construction Manager shall utilize a web based service such as Procore Technologies, Submittal Exchange, i Builder or approved equal designed specifically for transmitting submittals between construction team members.
2. The intent of electronic submittals is to expedite the construction process by reducing paperwork, improving information flow, and decreasing turnaround time.
3. The electronic document process is not intended for color samples, color charts, or physical material samples.

### B. Procedures for Documents and Submittals:

1. Document Preparation – Construction Manager may use any or all of the following options:
  - a. Trade Contractors, subcontractors and suppliers may provide electronic (PDF) documents to Construction Manager via a web based service.
  - b. Trade Contractors, subcontractors and suppliers may provide paper documents to Construction Manager (subject to approval of the CM) who electronically scans and converts to PDF format.
  - c. Trade Contractors, subcontractors and suppliers may provide paper documents to Scanning Service which electronically scans and converts to PDF format.
2. Construction Manager shall review and apply electronic stamp certifying that the submittal complies with the requirements of the Contract Documents including verification of manufacturer / product, dimensions and coordination of information with other parts of the work.
3. Construction Manager shall transmit each submittal or document to Architect using web based service.
4. Architect review comments will be made available on the web based service for downloading. Construction Manager will receive email notice of completed review.
5. Distribution of reviewed submittals to subcontractors and suppliers is the responsibility of the Construction Manager.
6. Submit paper and electronic copies of reviewed submittals or documents at project closeout for record purposes in accordance with Section 01 78 00 – CLOSEOUT SUBMITTALS.

- C. Costs:
1. The cost of web based services shall be paid in full by the Construction Manager.
  2. The Construction Manager shall provide training for web based service for Architect, OPM and any other entity required to use such service.
  3. Internet Service and Equipment Requirements:
    - a. Email address and Internet access at Construction Manager's main office.
    - b. Adobe Acrobat ([www.adobe.com](http://www.adobe.com)), Bluebeam PDF Revu ([www.bluebeam.com](http://www.bluebeam.com)), or other similar PDF review software for applying electronic stamps and comments.

## 1.8 SUBMISSION REQUIREMENTS AND QUANTITIES

- A. Furnish Architect with electronic files in Adobe Acrobat Portable Document Format (PDF) files for each of the following submittal types:
1. Schedules
  2. Shop drawings.
  3. Product data, manufacturer's instructions and certificates and similar submissions.
  4. All PDF submittals greater than 50 pages shall have an index and be bookmarked.
  5. Emergency addresses: 1 file to Architect, and 1 file direct to Owner.
- B. In addition to electronic submittals furnish Architect with the following quantities of the following physical submittals:
1. Provide one full size hard copy of each sheet for all structural shop drawings.
  2. Provide one full size hard copy of hardware schedules and product data (greater than 100 pages), door schedules, shop drawings greater than 11 inches by 17 inches for Architect's review, and any other submittals as requested by the Architect. Redlines and action stamp will be returned on the PDFs submitted.
  3. All submittals greater than 50 pages shall be provided with an index.
  4. Samples: Sets of 3 identical samples of each submission required.
  5. Pictures, data of all delivered samples to be uploaded.
- C. All submittals and shop drawings shall include a submittal title sheet that lists the following: Product, Specification Section number, article, paragraph and subparagraph reference (i.e. Section 08 71 00, Article 2.02, Paragraph A - Materials, subparagraph 1 - Door Trim, subparagraph 7 - Wire Pull).
- D. General submission of physical submittals deliver to Architect at the following address:  
Lamoureux Pagano & Associates  
108 Grove Street, Suite 300  
Worcester, Massachusetts 01605
- E. Transmit submittals to Architect at the above address, with individual transmittal forms, Document 00 62 12 – PRODUCT SUBMITTAL FORM for each submission. Document 00 62 12 is bound into the Project Manual; unbound copies are available from the Architect.
1. On transmittal form, identify Project, Construction Manager, Trade Contractor or subcontractor, installer, or supplier, pertinent Drawing sheet and detail number(s), and specification Section number, as appropriate. Transmittals received by the Architect

from sources other than the Construction Manager will be returned without any action taken.

2. Construction Manager shall number submittals sequentially by Specifications Section prior to submittal. Resubmitted items shall retain number and be noted as resubmitted (example 260000.01 R1).

## 1.9 SHOP DRAWINGS

- A. General: Provide accurately prepared, large scale and detailed shop drawings prepared specifically for this Project. Shop drawings shall include fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings. Standard information prepared without specific reference to Project are not considered shop drawings.
  1. Show adjacent conditions and related work, specific to this project and include required clearances, installation requirements, blocking and attachments, and utility connections and coordination
  2. Show accurate field dimensions where appropriate. Items that are fabricated to specific dimensions that are to be held by the contractor shall be noted and coordinated with the contractor
  3. Identify materials and products shown. Note all conditions where require coordination with other trades and special installation procedures.
  4. Show gage and thickness of materials.
  5. Indicate welding details and joint types.
  6. Show every component of fabricated items, notes regarding manufacturing process coatings and finishes, identifying numbers conforming to the Contract Documents (i.e. stair numbers, door numbers and similar items), dimensions, and appropriate trade names.
  7. Show anchorage and fastening details, including type, size and spacing.
  8. Review each submittal for conformity with the Contract requirements prior to submittal, certify such review on each shop drawing with Construction Manager's stamp, signature and date. Reference on shop drawings to other sections, installers, suppliers, or trade(s) shall designate the appropriate specification sections, and the term "by others" shall not be used.
- B. Size of Format: Not less than 8-1/2 by 11 inches, and no larger than 30 by 42 inches, except for templates, patterns and similar full-size drawings.
- C. The Architect's comments and corrections will be made on the electronic submission (PDF) and returned to the Contractor. If necessary, the Construction Manager then shall make the necessary corrections on the original drawings and resubmit the corrected drawings in electronic format (PDF) as specified. Prints of any submittals required for the Architect's own use, and those of engineering consultants, will be made without cost to the Contractor. The Contractor is responsible to distribute and furnish (at no additional cost to Owner) all shop documents needed for use by the Contractor, subcontractors, installers, vendors and suppliers.
- D. Drawing submittals returned " NO EXCEPTIONS TAKEN " or " MAKE CORRECTIONS NOTED " Obtain and distribute adequate prints for construction, including one print of each for designated Owner's Project Manager, and On-site Representative, and then return the

reproducibles to the Trade Contractor, subcontractor or supplier from whom he originally received them.

- E. Drawing submittals returned "REJECTED" or "REVISE AND RESUBMIT", or "SUBMIT SPECIFIED ITEM". Obtain a record print, and then forward originals to source for correction; resubmit new reproducibles and prints as specified herein above.
- F. Each drawing shall have a title block on the right hand side containing the following data:

Name of project -	DOHERTY MEMORIAL HIGH SCHOOL
Architect -	Lamoureux Pagano Associates   Architects
Construction Manager -	
Trade Contractor/supplier -	
Subcontractor/supplier -	
Date of submission -	

- G. Each drawing shall have a clear space on the right hand side for review stamps of both the Architect and Construction Manager.
  - 1. The Construction Manager's Review and Action Stamp: Provide suitable space on label or title block for Construction Manager's review and action stamp. Stamp and sign each submittal to show Construction Manager's review and approval prior to transmittal Architect. Submittals not signed and stamped by Construction Manager will be returned without action.

- a. Only submittals received from the Construction Manager will be considered for review by the Architect. Construction Manager shall review each submittal for accuracy and conformance with the requirements of the Contract Documents, and particularly for field measurements and proper fit with adjoining work. Modify submittals as required to show interface with adjacent work and attachment to Building.
- b. The Construction Manager's Review and Action Stamp shall contain the following language or similar:

<p>APPROVED FOR CONFORMANCE WITH THE CONTRACT DOCUMENTS.</p> <p>All dimensions and quantities have been reviewed and are accepted by _____</p> <p style="text-align: center;"><i>Construction Manager's Name</i></p> <p>All dimensions and field conditions have been or will be verified prior to fabrication of the items described herein.</p>
---

- c. Submittals received from the Construction Manager shall be signed and comply with review requirements. Submittals not certified or improperly certified (stamped but not reviewed) will be returned to the Construction Manager without Architect's review. Claims due to the return of uncertified, improperly prepared or inadequately reviewed submittals will be rejected.
- 2. Architect's submittal review stamp:

<input type="checkbox"/> No Exceptions Taken	<input type="checkbox"/> Received for Record	<input type="checkbox"/> Make Corrections Noted
<input type="checkbox"/> Revise and Resubmit	<input type="checkbox"/> Rejected	<input type="checkbox"/> Submit Specified Item

Architect's review is only for general conformance with design concept and compliance with requirements of Contract Documents. Review is based on Contractor's representation that he has checked and approved this submittal and has verified dimensions, quantities, field dimensions, relation to existing work, coordination with work to be installed later, and coordination with information in previously approved submittals. Accuracy of all such information is responsibility of the Contractor. Approval does not authorize, or relieve the Contractor of responsibility for, deviations from drawings, specifications, supplementary documents furnished by the Architect, or previously approved submittals unless the Contractor has, in writing, called the Architect's attention to such deviations at the time of submittal. The Contractor is solely responsible for the accuracy of all information in the submittal and for details of fabrication and installation. Refer to Contract Documents for further submittal requirements and limitations on scope of the Architect's review.

LAMOUREUX PAGANO ASSOCIATES | ARCHITECTS

Date: \_\_\_\_\_ By: \_\_\_\_\_

#### 1.10 PRODUCT DATA

- A. Submit Product data as specified, and as the Architect may additionally prescribe. Product data includes, but is not limited to:
1. Catalog cuts.
  2. Complete specifications.
  3. Standard color charts.
  4. Performance data.
    - a. Compliance with recognized trade association standards.
    - b. Compliance with recognized testing agency standards, labels and seals.
  5. Environmental data including, but not limited to:
    - a. Chemical composition.
    - b. Recycled (pre and post consumer) content.
    - c. Locations of material extraction/harvest and manufacture, with respective distances to site.
    - d. VOC content.
    - e. FSC wood content.
    - f. Material certifications as applicable to product.
  6. Certified laboratory test report data.
  7. Health and safety precautions.
  8. Illustrated capacities, characteristics, wiring diagrams, controls, and other pertinent information for complete product and product use description.
- B. If more than one size or type is shown on any printed sheet, indicate clearly intended item(s).
- C. When accepted or not accepted, the Architect will retain three copies. Submit sufficient copies for all other parties. No copies stamped REJECTED or RESUBMIT shall be sent to the job site.

#### 1.11 SAMPLES

- A. Submit samples clearly labeled as to its material, type or make, manufacturer, size or gauge, and other pertinent data, accompanied by an appropriate transmittal form. Samples shall show full range of color and texture variation that can be expected.
  - 1. When accepted or not accepted, the Architect will retain one set of samples and return the other to the Construction Manager. Samples will not be permitted for use in the project.
  - 2. No final color selections shall be made by the Architect until all interior samples have been received and reviewed with the Owner.

#### 1.12 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification Sections, submit manufacturer's printed instructions for delivery, handling, storage, assembly, installation, start-up, adjusting, and finishing.
- B. Identify conflicts between manufacturer's instructions and Contract Documents.

#### 1.13 MANUFACTURER'S CERTIFICATES

- A. When specified in individual specification Sections, submit manufacturer's certificates and installer certificates to Architect for review.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.

#### 1.14 EMERGENCY ADDRESSES

- A. Within 15 days of Notice to Proceed, submit in writing, the name, addresses and telephone numbers of key members of their organization including Construction Manager's 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.

#### 1.15 EROSION AND SEDIMENT CONTROL PROGRAM

- A. Submit erosion and sediment control program within 30 days after date of Owner-Construction Manager Agreement for Architect's review. Revise and resubmit as required.
- B. Erosion and sediment program shall indicate proposed methods, materials to be employed, and schedule for effecting erosion and siltation control and preventing erosion damage. Provide sufficient information to fully explain the program; the following are the minimum requirements:
  - 1. Proposed methods for actuating erosion and siltation control including 1 inch equals 40 feet (1"=40') scale plans indicating location of erosion control devices and siltation basins.
  - 2. List of proposed materials including manufacturer's product data, in accordance with Division 32 - EARTHWORK and Division 33 - EXTERIOR IMPROVEMENTS.

3. Schedule of and sediment control program indicating specific dates from implementing programs in each major area and each phase of Work.

**PART 2 - PRODUCTS** (Not Used)

**PART 3 - EXECUTION** (Not Used)

End of Section

SECTION 01 35 43  
ENVIRONMENTAL PROCEDURES

**PART 1 – GENERAL**

1.1 GENERAL PROVISIONS

- A. General Conditions, Supplementary Conditions and applicable parts of Division 1 form a part of this specification and the Contractor shall consult them in detail for instructions.
- B. Examine all Drawings and all other Sections of the Specifications for requirements therein affecting the work of this trade.

1.2 RELATED WORK UNDER OTHER SECTIONS

- A. Asbestos Remediation.

1.3 HAZARDOUS MATERIALS PROCEDURE

- A. Asbestos:
  - 1. Asbestos Materials Exist On-Site: There are accessible and inaccessible asbestos containing materials (ACM) in the existing building. ACM affected by the demolition project are included under this contract. The Demolition Contractor shall refer to items below. Hidden ACM may only be found during Demolition. Refer to items 2 and 3 below.
  - 2. Unknown and inaccessible ACM: During the Demolition work of the Contract, it is possible that previously unknown asbestos materials may be discovered in currently concealed locations.
  - 3. Notification: If the Demolition Contractor discover or encounter any ACM during the performance of the work, the Demolition Contractor shall immediately:
    - a. Stop work, notify the Owner and Architect about the presence of suspect ACM and request instructions for proper action, and
    - b. Take whatever steps and measures are necessary to reduce, control or eliminate the risk of exposure of workers and the public to the ACM.
    - c. Every effort will be made to obtain DEP (12 working day notification period) waivers to remove hidden or unforeseen ACM by the asbestos contractor. The Demolition Contractor shall allow sufficient time for the removal of the ACM at no additional charges to the owner for delays and should waivers be denied by the DEP.
  - 4. Responsible Person On-Site: The Demolition Contractor shall designate one of its senior on-site employees to be in charge of coordination between the Architect, the Construction Manager, and all subcontractors with respect to hazardous materials issues.
  - 5. Responsibility for Hazardous Material Discovery: It is the sole responsibility of the Construction Manager and its Subcontractors to undertake whatever measures methods of procedures are necessary, required or otherwise appropriate to safeguard the health and safety of all workers and members of the public with respect to identification and discovery of previously unknown hazardous materials during the work of the Project.
  - 6. Foundation, building flashing and all types of flashing found around windows/doors were assumed to exist throughout and either found or assumed to contain asbestos. It is the Demolition Contractor's responsibility to retain the services of a licensed asbestos abatement contractor for proper removal and disposal at no additional cost to the Owner in accordance with all federal and state regulations. The Demolition Contractor is solely responsible for means and methods and techniques used to properly remove and

- dispose of the ACM and shall comply with all federal, state and OSHA regulations. The Demolition Contractor shall include in his bid the disposal of 500 ton of the ACM. UEC will record on a daily basis all quantities removed. The Demolition Contractor will be required to do the same. At the completion of the Demolition project, should quantities of ACM removed were found to be less than 500 ton, the Demolition Contractor will be required to issue a credit to the owner based on \$160.00 per ton or will be paid \$175.00 per ton should quantities of ACM coated walls removed were found to be greater than the listed above. The unit price includes all applicable costs. It is also the Demolition Contractor's responsibility to comply with DEP 310 CMR 7.15 regulations at no additional cost to the owner. Refer to item 9 below.
7. Damproofing/paper/Styrofoam insulation on exterior and foundation walls, columns and beams were found to exist and found to contain asbestos (ACM). It is the Demolition Contractor's responsibility to properly remove and dispose at no additional cost to the Owner in accordance with all federal and state regulations. The Demolition Contractor is solely responsible for means and methods and techniques used to properly remove and dispose of the ACM and shall comply with all federal, state and OSHA regulations. The Demolition Contractor shall include in his bid the disposal of 5,000 ton of the ACM. UEC will record on a daily basis all trucks/quantities removed. The Demolition Contractor will be required to do the same. At the completion of the Demolition project, should quantities of ACM removed were found to be less than 5,000 ton, the Demolition Contractor will be required to issue a credit to the owner based on \$160.00 per ton or will be paid \$175.00 per ton should quantities of ACM coated walls/beams removed were found to be greater than the listed above. The unit price includes all applicable costs. It is also the Demolition Contractor's responsibility to comply with DEP 310 CMR 7.15 regulations at no additional cost to the owner. Refer to items 9 and 10 below. The Demolition Contractor will be required to segregate ACM from non-ACM.
  8. UEC licensed designer will prepare a non-traditional abatement plans as required by the DEP prior to the anticipated demolition at no additional cost to the owner. The Demolition Contractor must fully comply with the plan at no additional cost to the Owner. The Demolition Contractor will be required to perform selective demolition on the interior and exterior including foundations at no additional cost to the Owner and shall coordinate this work with UEC at least 3 months prior to demolition.
  9. The Demolition Contractor shall be responsible for proper disposal of steel columns and beams and shall not be entitled to any cost in reference to lose value and shall dispose per item 7 above.
  10. Transite and ACM insulated pipes were assumed to exist underground. The Site/ Demolition Contractor shall excavate around the pipes to expose the pipes at no additional cost to the owner for removal by the asbestos contractor.
  11. Indemnification: To the fullest extent permitted by law, the Construction Manager and/or the Demolition Contractor shall indemnify and hold harmless the Owner and the Architect and their agents and employees from and against all claims, damages, losses and expenses including, but not limited to, attorneys' fees arising out of or relating to the performance of the Work, including the discovery or identification of any hazardous materials, provided that any such claim, damage, loss or expense if attributable to bodily injury, sickness, disease or death, or to damage to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom; and is caused in whole or in part by any negligent act or omission of the Construction Manager, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

B. Lead:

1. The Demolition Contractors shall be made aware that Lead Based Paint exists on painted surfaces throughout the building.
2. All the work of this Contract shall conform to the standard set by all applicable Federal, State and Local laws, regulations, ordinance, and guidelines in such from in which they exist at the time of the work on the Contract and as may be required by subsequent regulations.
3. The Demolition Contractor is solely responsible for means and methods, and techniques used for demolition and lead control. The Demolition Contractor shall collect, and control lead contaminated debris and to properly remove and dispose of lead contaminated soil around each building due to demolition activities.
4. The Demolition Contractor shall at his own cost and expense comply with all laws, ordinance, rules and regulations of Federal, State, Regional and Local authorities during demolition, prepping, sanding, cutting, burning, scraping, painting over, grinding and regarding handling, storing and disposing of lead and lead contaminated waste material.
5. The Demolition Contractor shall submit to the Architect prior to commencing of work the following:
  - a. Written respiratory and notification program
  - b. Written lead compliance program in accordance with OSHA regulations including:
    1. Training requirement certifications.
    2. Supervisor qualifications.
    3. Written compliance program specific to this project
    4. Respirators fit test records.
    5. Medical surveillance certificates.
6. The EPA and the DEP require demolition debris with lead to be tested in accordance with the Toxicity Characteristic Leaching Procedure (TCLP) to determine the potential for significant amounts of lead to leach out of the waste. If the results are below the DEP standard (5.0 ppm), the waste may be disposed of in a conventional landfill for demolition debris. If, however, the TCLP results are above the DEP standard, the waste must be disposed of in a DEP approved, hazardous waste landfill. The Demolition Contractor shall at own cost and expense perform all required testing of waste by the TCLP. The Demolition Contractor must submit to the Owner copy of tests performed and all waste shipment records prior to disposing of debris. The Owner reserves the right to have own TCLP samples collected to verify results. All disposal costs shall be at the Demolition Contractor's responsibility.
7. The following references are cited as current applicable publications. This project is subject to compliance with all regulations including but not limited to:
  - a. Commonwealth of Massachusetts, Department of Labor and Work Force Development 454 CMR 11.00, Structural Painting Safety Code, as currently amended.
  - b. Commonwealth of Massachusetts, Department of Environmental Protection, and Hazardous Materials Regulations at 310 CMR 30.00 as currently amended.
  - c. U. S. Department of Labor, Occupational Safety and Health Administration Title 29 CFR 1910.1025 and 29 CFR Part 1926.62.
  - d. U. S Department of Environmental Protection, Resources Conservation and Recovery Act.
  - e. Commonwealth of Massachusetts, Department of Labor and Work Force Development 454 CMR 22.00.
  - f. Commonwealth of Massachusetts, Department of Environmental Protection, 310 CMR 6.0-8.0.

- g. Commonwealth of Massachusetts, Department of Environmental Protection ABC rubble rules.
  - 8. All above regulations are applicable to this project. Where there is a conflict between this section and the applicable regulations, the more stringent requirement shall prevail.
- C. Other Hazardous Materials:
- 1. The Demolition Contractor shall be made aware that other hazardous materials are found inside/outside the building.
  - 2. The Demolition Contractor shall be responsible for quantifying, removal and proper disposal of all remaining hazardous materials in/out the building, including but not limited to batteries and related electrolytic material, PCB's, mercury and Freon inside air conditioners, switches, exit signs, thermostats, paint and other hazardous materials.
- D. Polychlorinated Biphenyls (PCB's):
- 1. The Demolition and Asbestos Contractors shall be made aware that building materials (Material) including but not limited to painted surfaces, caulking, glue, roofing, coatings, and other building materials are likely to contain >1 ppm of Polychlorinated Biphenyls PCB's.
  - 2. EPA does not mandate testing and therefore, no testing will be performed or shall be permitted to be performed on this project.
  - 3. All of the work of this Contract shall conform to the standard set by all applicable Federal, State and Local laws, regulations, ordinance, and guidelines.
  - 4. The Demolition and Asbestos Contractors shall at his own cost and expense comply with all laws, ordinance, rules, and regulations of Federal, State, Regional and Local authorities during prepping, sanding, cutting, burning, scraping, painting over, grinding and regarding handling, storing, and disposing of contaminated waste material and during demolition of the building.
- E. Silica Dust:
- 1. The Demolition Contractor and Asbestos Contractor shall be made aware that building materials (Material) may contain Silica.
  - 2. Due to the difficulty associated with exhaustive testing, the Owner has elected to direct the Demolition Contractor and Asbestos Contractor to assume that Silica was found.
  - 3. The Demolition Contractor and Asbestos Contractor shall review and comply with most recent US Department of Labor Final Rule and shall take extra precautions to protect workers and other personnel on site.

**PART 2 – PRODUCTS**                      Not Used

**PART 3 – EXECUTION**                      Not Used

END OF SECTION

Section 01 41 00  
REGULATORY REQUIREMENTS

**PART 1 - GENERAL**

1.1 SUMMARY

- A. This Section consists of:
1. Applicable codes and regulations.
  2. Trade union jurisdictions.
  3. Wage rate compliance.

1.2 DEFINITIONS

- A. Regulations include laws, ordinances, statutes and lawful orders issued by authorities having jurisdiction, and rules, conventions and agreements within the construction industry that control performance of the Work, whether lawfully imposed by authorities having jurisdiction or not.

1.3 APPLICABLE CODES AND REGULATIONS

- A. All work shall be performed in accordance with the latest version, by DATE OF ISSUE for Contract Documents, current on date of Owner-Contractor Agreement, except as indicated otherwise, of all applicable codes as listed or the latest version:
1. 2015 International Building Code (IBC) with Massachusetts Building Code, Ninth Edition amendments (780 CMR).
  2. 2018 International Energy Conservation Code with Massachusetts Building Code amendments.
  3. 2015 International Mechanical Code (IMC).
  4. Massachusetts Electrical Code (2020 National Electrical Code [NFPA 70, 2017 edition], with Massachusetts modifications from 527 CMR 12.00).
  5. Massachusetts Fuel, Gas, and Plumbing Code (2002 National Fuel Gas Code [ANSI Z223.1-NFPA 54], with Massachusetts modifications from 248 CMR 5.00).
  6. Massachusetts Comprehensive Fire Safety Code (527 CMR) [2012 NFPA 1 as amended], effective January 1, 2015, as amended through November 4, 2016 and MGL Chapter 148.
  7. Commonwealth of Massachusetts Regulation 521 CMR: *Architectural Access Board*.
  8. Commonwealth of Massachusetts Regulation CMR 38:00 - *Regulations For Governing School Building Assistance Act*, Chapter 645, 603.
  9. Massachusetts Board of Elevator Regulations (524 CMR).
  10. Commonwealth of Massachusetts, Department of Public Works. "STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES CONSTRUCTION".
  11. City of Worcester, Department of Public Works and Parks, Standard Specifications and Details.
  12. Commonwealth of Massachusetts Wetlands Protection Act.
  13. City of Worcester Zoning Regulations / Ordinance, as amended.

14. National Fire Protection Association: NFPA 101 - LIFE SAFETY CODE, 2012 Edition.
15. National Fire Protection Association: NFPA 241 – *Standard for Safeguarding Building Construction And Demolition Operations*, 2013 Edition.
16. United States Occupational Safety and Health Administration (OSHA): Standard N°. 29-CFR-1926.59 - HAZARD COMMUNICATION STANDARD.
17. United States Department of Justice, N° 28 CFR Part 36 - AMERICANS WITH DISABILITIES ACT, (Public Law 101-336).

- B. Publication Dates: Where the date of issue of a code or regulation is not specified, comply with the standard in effect as of date of Contract Documents, or as otherwise required by authorities having jurisdiction.

#### 1.4 TRADE UNION JURISDICTIONS

- A. Maintain current information on jurisdictional matters, regulations, actions and pending actions; and administer/supervise performance of Work in a manner which will minimize possibility of disputes, conflicts, delays, claims or losses.

#### 1.5 WAGE RATE COMPLIANCE

- A. The General Contractor is responsible to ensure that the rate per hour to be paid to mechanics, apprentices, teamsters, laborers and other workers employed on the Work shall not be less than the approved wage rates applicable to this project. A legible copy of the approved rates, along with equal opportunity requirements, shall be posted on a weatherproof bulletin board outside the field office and be clearly visible for review by all workers.

**PART 2 - PRODUCTS** (Not Used)

**PART 3 - EXECUTION** (Not Used)

End of Section

Section 01 41 17  
UTILITIES NOTIFICATION

**PART 1 – GENERAL**

1.1 GENERAL PROVISIONS

- A. Comply with all regulations and laws concerning excavation, demolition, or explosive work and be advised of utility notification requirements under Chapter 82, Section 40 of the Massachusetts General Laws.

1.2 ADMINISTRATIVE AUTHORITY

- A. Notification of utilities within the Commonwealth is performed through the Utilities Underground Plant Damage Prevention System, commonly referred to as “Dig Safe”.

1.3 REGULATORY REQUIREMENTS

- A. Construction Managers must notify “Dig Safe” by telephone before performing any earth moving operations including: digging, trenching, boring, site demolition, excavation, backfilling, grading, or explosive work in all public ways and private property.
- B. This notification must be made at least 72 hours (excluding weekends and holidays) prior to the Work described above, but not more than 30 calendar days before commencement of the contemplated Work. Notification shall occur between 6:00 AM to 6:00 PM local time from Monday to Friday, except in cases of emergency.
  - 1. The toll free phone number is: **811**.
  - 2. Provide the following information:
    - a. Municipality.
    - b. Location of work.
    - c. Intersecting street.
    - d. Type of work.
    - e. Starting date and time of work.
    - f. Name and title of caller.
    - g. Phone number of caller.
    - h. Best time for “Dig Safe” to return calls.
    - i. Company name of Construction Manager.
    - j. Company name of Trade Construction Manager or subcontractor performing subgrade work.
- C. Member utilities of the Utilities Underground Plant Damage Prevention System are required to respond to the notice within 72 hours from the time said notice is received by designating at the locus the location of pipes, mains, wires, or conduits.
  - 1. Locations of underground utilities will be marked by spray paint or stakes. Marks will be color coded with additional descriptions of letters and arrows as required.
- D. Do not commence work until “Dig Safe” has been properly notified and has responded as described above.

- E. Subsequently notify "Dig Safe" of unanticipated additional blasting required after the initial notification to "Dig Safe" has been made. Do not perform the additional blasting work in less than 4 hours following the subsequent notification.

1.4 PROTECTION

- A. The Construction Manager is fully responsible for protection of the utility location markings, wherever these occur, on or off-site.
- B. Perform Work in such a manner, and with reasonable precautions taken to avoid damage to utilities under the surface in said areas of work. Immediately notify any known or suspected damage to underground utilities to the owner of such utilities.

**PART 2 - PRODUCTS** (not used)

**PART 3 - EXECUTION** (not used)

End of Section

Section 01 42 00  
REFERENCES

**PART 1 - GENERAL**

1.1 SECTION INCLUDES

- A. Abbreviations and Acronyms.
- B. Definitions
- C. Reference Standards.

1.2 ABBREVIATIONS AND ACRONYMS

- A. The following list of common abbreviations are referenced in individual specification sections. This list is provided for convenience to the Construction Manager and is not intended to define all abbreviations use in the Contract Documents.

1. Abbreviations for contract and specifications.

DOE	Massachusetts Department of Education
EPA	United States Environmental Protection Agency
HVAC&R	Heating, ventilating, air conditioning, and refrigeration systems
IAQ	Indoor Air Quality
IEQ	Indoor Environmental Quality
LEED™	United States Green Building Council, <i>Leadership in Energy and Environmental Design Rating System</i>
MEPA	Massachusetts Environmental Protection Agency
MGL	Massachusetts General Laws
MHD	Massachusetts Highway Department (Mass Highway)
MSBA	Massachusetts School Building Authority
MSDS	Material Safety Data Sheet
NIC	Not in Contract
OFCI	Owner Furnished, Construction Manager Installed
OFI	Owner Furnished and Installed
VOC	Volatile Organic Compounds

2. Abbreviations for measurements and quantities.

C	Celsius
cm	Centimeter
F	Fahrenheit
Hrs	Hours
Kg	Kilogram
L	Liter
M	meter
m <sup>2</sup> or SM	square meter
m <sup>3</sup> or CM	cubic meter
mm	Millimeter

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REFERENCES

Mths	Months
psi	Pounds per square inch
t	ton

### 1.3 DEFINITIONS

- A. Definitions of contracting parties (Owner, Owner's Project Manager, Construction Manager, and Architect): Refer to Section 01 10 00 – PROJECT SUMMARY.
1. The terms "Filed subcontractor" and "Trade Contractor" as used in the Project Manual have the same meaning and are interchangeable in Contract Documents. Both terms refer to the same entity.
- B. Definitions for terms utilized in the Contract Documents:
1. "As necessary," "as directed," "when directed," "satisfactory," "good and sufficient," "approved," or other general qualifying terms are used on the Drawings: These terms are deemed to be followed by the words, "in the opinion of the Architect," or "by the Architect," as the case may be."
  2. "Addenda": written or graphic instruments issued prior to the execution of the Contract which modify or interpret the Bidding Documents, including the Drawings and Specifications, by additions, deletions, clarifications or corrections.
  3. "Approval," "approved," "approved equal," "or equal," or "other approved" means as approved by the Architect."
  4. The term "Day": is defined as the following:
    - a. The term "calendar day" is a full 24 hour period, starting from 12 AM (midnight), and includes all weekends and legal holidays.
    - b. The term "working day" shall mean any calendar day except Saturdays, Sundays, and legal holidays at the place of the building.
    - c. Where the term "day" is used without the adjective of "calendar" or "working", it shall mean "calendar day".
  5. Furnish and Install" or "Provide": items identified shall be furnished and installed under this Contract. The term "Furnish", when used separately, shall mean that the items referred to shall be furnished, only. Similarly the term "install", when used separately, shall mean that the items referred to shall be installed, only.
  6. "Knowledge," "recognize" and "discover," their respective derivatives and similar terms in the Contract Documents, as used in reference to the Construction Manager, shall be interpreted to mean that which the Construction Manager knows (or should know), recognizes (or should recognize) and discovers (or should discover) in exercising the care, skill and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by the Construction Manager, Trade Construction Manager or subcontractor familiar with the Project and exercising the care, skill and diligence required by the Contract Documents.
  7. "Not in Contract" or "N.I.C.": equipment, furnishings, or other materials not included as a part of this Contract.
  8. "Product": materials, systems and equipment.

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### REFERENCES

- C. Definitions pertaining to sustainable development: As defined in ASTM E 2114 - *Standard Terminology for Sustainability Relative to the Performance of Buildings*, and as specified herein.
1. Biobased Materials: As defined in the Farm Security and Rural Investment Act, for purposes of Federal procurement of biobased products, “biobased” means a “commercial or industrial product (other than food or feed) that is composed, in whole or in significant part, of biological products or renewable domestic agricultural materials (including plant, animal, and marine materials) or forestry materials.” Biobased materials also include fuels, chemicals, building materials, or electric power or heat produced from biomass as defined by The Biomass Research and Development Act of 2000.
    - a. Biobased content: The amount of biobased carbon in the material or product as a percentage of weight (mass) of the total organic carbon in the material or product.
  2. Chain-of-Custody: Process whereby a product or material is maintained under the physical possession or control during its entire life cycle.
  3. Deconstruction: Disassembly of buildings for the purpose of recovering materials.
  4. DfE (Design for the Environment): A technique that includes elements of resource conservation and pollution prevention as applied in various product sectors. A technique that incorporates approaches which are part of product (or assembly) concept, need and design. Considerations involve material selection, material and energy efficiency, reuse, maintainability and design for disassembly and recyclability. Refer to ISO Guide 64, and EPA’s website at <http://www.epa.gov/dfef> for additional clarification on Design for the Environment for additional clarification
  5. Environmentally preferable products: Products and services that have a lesser or reduced effect on the environment in comparison to conventional products and services. Refer to EPA’s Final Guidance on Environmentally Preferable Purchasing for more information <<http://www.epa.gov/epp/guidance/finalguidancetoc.htm>>.
  6. Non-Renewable Resource: A resource that exists in a fixed amount that cannot be replenished on a human time scale. Non-renewable resources have the potential for renewal only by geological, physical, and chemical processes taking place over of millions of years. Examples include: iron ore, coal, and oil.
  7. Perpetual Resource: A resource that is virtually inexhaustible on a human time scale. Examples include solar energy, tidal energy, and wind energy.
  8. Recycled Content Materials: Products that contain preconsumer or post-consumer materials as all or part of their feedstock. Recycled content claim shall be consistent with Federal Trade Commission (FTC) Guide for the Use of Environmental Marketing Claims.
  9. Renewable Resource: A resource that is grown, naturally replenished, or cleansed, at a rate which exceeds depletion of the usable supply of that resource. A renewable resource can be exhausted if improperly managed. However, a renewable resource can last indefinitely with proper stewardship. Examples include: trees in forests, grasses in grasslands, and fertile soil.

#### 1.4 REFERENCE STANDARDS

- A. For products or workmanship specified by association, trade, or Federal Standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

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#### REFERENCES

- B. Conform to reference standard by DATE OF ISSUE for Contract Documents, current on date of Owner-Construction Manager Agreement.
- C. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
- D. The contractual relationship to the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.
- E. Schedule of References
1. Listed below are abbreviations for the names and titles of trade association names, federal government agencies and similar organizations which are referenced in the individual specification sections. The addresses and phone numbers provided are for the Construction Manager's convenience and are believed to be current and accurate, however addresses and phone numbers frequently change, and no assurance is made on their accuracy:

AA	Aluminum Association 900 19th Street N.W., Suite 300 Washington, DC 20006 <a href="http://www.aluminum.com">www.aluminum.com</a>
ABAA	Air Barrier Association of America 1600 Boston-Providence Highway Walpole, MA 02081 <a href="http://www.airbarrier.org">www.airbarrier.org</a>
AAMA	American Architectural Manufacturer's Association 1827 Walden Office Sq., Suite 104 Schaumburg, IL 60173-4268 <a href="http://www.aamanet.org">www.aamanet.org</a>
AASHTO	American Assoc. of State Highway & Transportation Officials 444 N. Capitol Street NW, Suite 249 Washington, DC 20001 <a href="http://www.aashto.org">www.aashto.org</a>
AATCC	American Association of Textile Chemists and Colorists PO Box 12215, 1 Davis Drive, Research Triangle Park, NC 27709-2215 <a href="http://www.aatcc.org">www.aatcc.org</a>
ACI	American Concrete Institute, International 38800 Country Club Drive, Farmington Hills, Michigan 48331 <a href="http://www.aci-int.org">www.aci-int.org</a>
ACPA	American Concrete Pipe Association 222 West Las Colinas Boulevard, Suite 641, Irving TX <a href="http://www.concrete-pipe.org">www.concrete-pipe.org</a>
ADC	Air Diffusion Council 104 S. Michigan Ave, Suite 1500, Chicago, IL 60603 <a href="http://www.flexibleduct.org">www.flexibleduct.org</a>
AFPA	American Forest & Paper Association (Formerly NFPA National Forest Products Association) 1111 19 <sup>th</sup> St. N.W., Suite 800, Washington, DC 20036 <a href="http://www.afandpa.org">www.afandpa.org</a>
AGAI	American Galvanizers Association Inc. 12200 E. Liff Ave, Suite 204, Aurora, CO 80014-1252 <a href="http://www.galvanizeit.org">www.galvanizeit.org</a>
AIA	American Institute of Architects 1735 New York Avenue, N.W., Washington, DC 20006-5292 <a href="http://www.aia.org">www.aia.org</a>
AIHA	American Industrial Hygiene Association

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REFERENCES

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	2700 Prosperity Ave, Suite 250, Fairfax VA 22031 <a href="http://www.aiha.org">www.aiha.org</a>
AISC	American Institute of Steel Construction 1 E. Wacker Dr., Suite 3100, Chicago, IL 60601-2001 <a href="http://www.aisc.org">www.aisc.org</a>
AMCA	Air Movement and Control Association 30 W. University Drive, Arlington Heights, IL 60004-1893 <a href="http://www.amca.org">www.amca.org</a>
ANSI	American National Standards Institute 11 W. 42 <sup>nd</sup> Street, 13 Floor, New York, NY 10036 <a href="http://www.ansi.org">www.ansi.org</a>
APA	APA - The Engineered Wood Association (formerly APA - American Plywood Association) P.O. Box 11700, Tacoma, WA 98411-0070 <a href="http://www.apawood.org">www.apawood.org</a>
ARI	Air-Conditioning and Refrigeration Institute 4301 N. Fairfax Dr., Suite 425, Arlington, VA 22203 <a href="http://www.ari.org">www.ari.org</a>
ARMA	Asphalt Roofing Manufacturers Association 6000 Executive Blvd., Suite 201, Rockville, MD 20852-3803 <a href="http://www.asphaltrroofing.org">www.asphaltrroofing.org</a>
ASCA	Architectural Spray Coaters Association 230 West Wells Street, Suite 311, Milwaukee WI 53203 <a href="http://www.aecinfo.com">www.aecinfo.com</a>
ASCE	American Society of Civil Engineers 1015 15 <sup>th</sup> St. N.W., Washington, DC 20005 <a href="http://www.asce.org">www.asce.org</a>
ASHRAE	American Society of Heating, Refrigerating, and Air-Conditioning Engineers 1791 Tullie Circle NE, Atlanta GA.30329 <a href="http://www.ashrae.org">www.ashrae.org</a>
ASME	American Society of Mechanical Engineers 345 East 47th Street, New York, NY 10017-2392 <a href="http://www.asme.org">www.asme.org</a>
ASTM	American Society for Testing and Materials 100 Barr Harbor Drive, West Conshohocken, PA 19428 <a href="http://www.astm.org">www.astm.org</a>
AWI	Architectural Woodwork Institute 1952 Isaac Newton Square W., Reston, VA 20190 <a href="http://www.awinet.org">www.awinet.org</a>
AWPA	American Wood Preservers' Association P.O. Box 286, Woodstock, MD 21163-0286 <a href="http://www.awpa.com">www.awpa.com</a>
AWPI	American Wood Preservers' Institution 1945 Old Gallows Rd., Suite 150, Vienna, VA 22182 <a href="http://www.oas.org">www.oas.org</a>
AWS	American Welding Society 550 LeJeune Road, N.W., Miami, FL 33126 <a href="http://www.aws.org">www.aws.org</a>
BHMA	Builders Hardware Manufacturers Association, Inc. 355 Lexington Ave., 17 Floor New York, NY 10017 <a href="http://www.buildershardware.com">www.buildershardware.com</a>

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## REFERENCES

BIA	Brick Industry Association 11490 Commerce Park Drive, Reston, VA 22091-1525 <a href="http://www.bia.org">www.bia.org</a>
CDA	Copper Development Association 260 Madison Ave., 16 <sup>th</sup> Floor, New York, NY 10016 <a href="http://www.copper.org">www.copper.org</a>
CISCA	Ceilings & Interior Systems Construction Association 579 W. North Ave., Suite 301, Elmhurst, IL 60126 <a href="http://www.cisca.org">www.cisca.org</a>
CRI	Carpet and Rug Institute 310 Holiday Ave, Dalton, GA 30720 <a href="http://ww.carpet-rug.com">ww.carpet-rug.com</a>
CRSI	Concrete Reinforcing Steel Institute 933 N. Plum Grove Road, Schaumburg, IL 60173-4758 <a href="http://www.crsi.org">www.crsi.org</a>
DHI	Door and Hardware Institute 14170 Newbrook Dr., Chantilly, VA 22021-2223 <a href="http://www.dhi.org">www.dhi.org</a>
FM	Factory Mutual Engineering & Research Corp. 1151 Boston-Providence Turnpike Norwood, MA 02062 <a href="http://www.fmglobal.com">www.fmglobal.com</a>
FSC	Forest Stewardship Council (United States Chapter) 1155 30th Street NW, Suite 300, Washington, DC 20007 <a href="http://www.c-f-c.com">www.c-f-c.com</a>
GA	Gypsum Association 6525 Belcrest Road, Suite 480, Hyattsville, MD 20782 <a href="http://www.gypsum.org">www.gypsum.org</a>
GANA	Glass Association of North America 2945 S.W. Wanamaker Dr., Suite A, Topeka, KS 66612-5321 <a href="http://www.glass.org">www.glass.org</a>
GICC	Glazing Industry Code Committee 3310 Harrison St., Topeka, KS 66611-2279 <a href="http://www.glazingcodes.net">www.glazingcodes.net</a>
IGCC	Insulating Glass Certification Council 3933 US Route 11, PO Box 2040, Cortland, NY 13045 <a href="http://www.igcc.org">www.igcc.org</a>
IPCI	International Polished Concrete Institute Norris TN <a href="http://www.ipcaonline.org">www.ipcaonline.org</a>
LSGA	Laminators Safety Glass Association 3310 Harrison Street, Topeka KS 66611-2279 <a href="http://www.glass.org">www.glass.org</a>
MCAA	Mason Contractors Association of America 1910 S. Highland Ave. Suite 101, Lombard, IL 60148 <a href="http://www.masoncontractors.org">www.masoncontractors.org</a>
MFMA	Maple Flooring Manufacturers Association 60 Revere Drive, Suite 500, Northbrook, IL 60062 <a href="http://www.maplefloor.org">www.maplefloor.org</a>
MIL	Military Specifications and Standards Naval Publications and Forms Center 5801 Tabor Avenue, Philadelphia, PA 19120

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REFERENCES

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	<a href="http://www.milspec.com">www.milspec.com</a>
NAAMM	National Association of Architectural Metal Manufacturers 8 South Michigan Avenue, Suite 1000, Chicago, IL 60603 <a href="http://www.naamm.org">www.naamm.org</a>
NCMA	National Concrete Masonry Association 2302 Horse Pen Road, Herndon, VA 20171-3499 <a href="http://www.ncma.org">www.ncma.org</a>
NEBB	National Environmental Balancing Bureau 8575 Government Circle, Gaithersburg, MD 20877-4121 <a href="http://www.nebb.org">www.nebb.org</a>
NEMA	National Electrical Manufacturers' Association 1300 N. 17 <sup>th</sup> St., Suite 1846, Rosslyn, VA 22209 <a href="http://www.nema.org">www.nema.org</a>
NFPA	National Fire Protection Association 1 Battery March Park, PO Box 9101, Quincy, MA 02269 <a href="http://www.nfpa.org">www.nfpa.org</a>
NFSHSA	National Federation of State High School Associations PO Box 20626, Kansas City MO. 64195 <a href="http://www.nfhs.org">www.nfhs.org</a>
NRCA	National Roofing Contractors Association O'Hare International Center 10255 W. Higgins Road, Suite 600, Rosemont, IL 60018-5607 <a href="http://www.nrca.net">www.nrca.net</a>
PCA	Portland Cement Association 5420 Old Orchard Road, Skokie, IL 60077-1083 <a href="http://www.cement.org">www.cement.org</a>
PEI	Porcelain Enamel Institute 4004 Hillsboro Pike, Suite 224B, Nashville, TN 37215 <a href="http://www.porcelainenamel.com">www.porcelainenamel.com</a>
PS	Product Standard U. S. Department of Commerce <a href="http://www.omg.org">www.omg.org</a>
SDI	Steel Deck Institute P.O. Box 25, Fox River Grove, IL 60021-0025 <a href="http://www.sdi.org">www.sdi.org</a>
SDI	Steel Door Institute 30200 Detroit Road, Cleveland, OH 44145-1967 <a href="http://www.steeldoor.org">www.steeldoor.org</a>
SGCC	Safety Glass Certification Council RMS, P.O. Box 9 Henderson Harbor, NY 13651 <a href="http://www.sgcc.org">www.sgcc.org</a>
SIGMA	Sealed Insulating Glass Manufacturers Association 401 N. Michigan Ave., Suite 2400, Chicago, IL 60611 <a href="http://www.glasschange.com">www.glasschange.com</a>
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association 4201 Lafayette Center Dr., Chantilly, VA 22022-1209 <a href="http://www.smacnapa.org">www.smacnapa.org</a>
SPIB	Southern Pine Inspection Bureau 4709 Scenic Highway, Pensacola, FL 32504-9094 <a href="http://www.spib.org">www.spib.org</a>
SSMA	Steel Stud Manufacturer's Association

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REFERENCES

	8 South Michigan Avenue, Chicago IL 60603 www.ssma.com
SSPC	The Society for Protective Coatings 40 24 <sup>th</sup> Street, 6 <sup>th</sup> Floor, Pittsburgh PA 15222-4623 www.sspc.org
SWRI	Sealant, Waterproofing & Restoration Institute 2841 Main Street, Suite 585, Kansas City, MO 64108 www.swrionline.org
TCNA	Tile Council of North America, Inc. 100 Clemson Research Blvd., Anderson, SC 29625 www.tileusa.com (formerly TCA, Tile Council of America)
UL	Underwriters' Laboratories, Inc. 333 Pfingston Road, Northbrook, IL 60602 www.ul.com
USGBC	United States Green Building Council 1800 Massachusetts Avenue NW, Suite 300 Washington DC 20036 www.usgbc.org
WDMA	Window & Door Manufacturers Association (formerly National Wood Window & Door Association, NWWDA) 205 E. Touhy Avenue, Suite G-54, Des Plaines, IL 60018 www.nwwda.org

**PART 2 - PRODUCTS** (Not Used)

**PART 3 - EXECUTION** (Not Used)

End of Section

Section 01 43 39  
MOCK-UPS

**PART 1 - GENERAL**

1.1 SUMMARY

- A. Mockup requirements. Mock-ups are required for, but not limited to the following:
1. On-site exterior wall section sample panel. Mock up panel; will be subject to testing under Section 01 45 29 – TESTING LABORATORY SERVICES.
  2. Typical classroom mock-up.
  3. Additional site mock-ups as specified in individual sections.
  4. Mock-up sample of acoustic ceiling and fascia complete installation and finish, area of 50SF (10'x5' horizontal acoustic gypsum board) and 10'x3" (Vertical -fascia, 5'x3' of typical drywall) , to include 3 joints in ceiling sample , beads etc
- B. All mock-ups specified herein, under other Sections of the Specifications, and shown on drawings will be reviewed and approved by the Architect and Owner. Unaccepted mock-ups shall be replaced or reconstructed in part or in total and the extent of the replacement or reconstruction shall be at the discretion of the Architect and Owner. The Construction Manager shall carry forth mock-up replacement or reconstruction until Architect's acceptance is obtained. Mock-up costs, including as many replacements or reconstruction as necessary to gain Architect's acceptance, shall be included in the Contract Cost and Schedule.

1.2 RELATED REQUIREMENTS

- A. Section 01 81 13 - SUSTAINABLE DESIGN REQUIREMENTS: Special administrative and procedure requirements related to the Owner's *LEED v4, LEED for Building Design and Construction, LEED BD+C: Schools* rating system certificate goals of energy conservation and efficiency, indoor air quality, and natural resource efficiency.
- B. Section 01 60 00 - PRODUCT REQUIREMENTS: Listing of VOC requirements for adhesives, cleaning/maintenance materials, paints, coatings, and sealants.
- C. Section 01 74 19 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL: Procedural and administrative requirements for construction and demolition recycling.
- D. Section 01 45 00 - QUALITY CONTROL.
- E. Section 01 45 29 – TESTING LABORATORY SERVICES.
- F. Section 01 91 13 –COMMISSIONING REQUIREMENTS.
- G. Section 03 30 00 - CAST-IN-PLACE CONCRETE.
- H. Section 04 20 00 - UNIT MASONRY.
- I. Section 05 12 00 – STRUCTURAL STEEL.
- J. Section 05 40 00 - COLD-FORMED METAL FRAMING.

- K. Section 05 50 00 – METAL FABRICATIONS.
- L. Section 06 10 00 – ROUGH CARPENTRY.
- M. Section 06 16 00 - SHEATHING.
- N. Section 07 11 13 - BITUMINOUS DAMPPROOFING.
- O. Section 07 21 00 - THERMAL INSULATION.
- P. Section 07 26 00 - VAPOR RETARDERS.
- Q. Section 07 27 13 - MEMBRANE AIR BARRIERS.
- R. Section 07 42 43 - COMPOSITE WALL PANELS.
- S. Section 07 46 46 - FIBER CEMENT SIDING.
- T. Section 07 54 19 - POLYVINYL CHLORIDE (PVC) ROOFING.
- U. Section 07 61 20 - FIELD-FORMED METAL ROOFING AND CLADDING.
- V. Section 07 62 00 - SHEET METAL FLASHING AND TRIM.
- W. Section 07 71 00 - ROOF SPECIALTIES.
- X. Section 07 81 00 – APPLIED FIREPROOFING.
- Y. Section 07 92 00 - JOINT SEALERS.
- Z. Section 08 11 13 - HOLLOW METAL DOORS AND FRAMES.
- AA. Section 08 43 13 - ALUMINUM-FRAMED STOREFRONTS.
- BB. Section 08 44 13 - GLAZED ALUMINUM CURTAIN WALLS
- CC. Section 08 45 13 - FIBERGLASS SANDWICH PANEL ASSEMBLIES.
- DD. Section 08 51 13 - ALUMINUM WINDOWS.

### 1.3 SUBMITTALS

- A. Submit the following under provisions of Section 01 33 00 - SUBMITTAL PROCEDURES:
  - 1. Submit shop drawing of mockup indicating sizes, finishes and method of construction and installation of each component

### 1.4 GENERAL

- A. Where requested by Architect, or as specified in individual specification sections, assemble and erect specified items, with specified attachment and anchorage devices, flashings, seals, and finishes. Remove mock-up assemblies prior to date of Final Inspection, or as directed.
- B. Mock-ups, when approved by the Architect, will be used as datum for comparison with the remainder of the Work for the purposes of acceptance or rejection. Maintain mockup

throughout construction period until Substantial Completion or as otherwise directed by Architect.

1. Finishes, colors and textures of components shall be as specified for each component and shall be selected by the Architect.
- C. Demolish and remove from site prior to requesting inspection for certification of Substantial Completion, all Mock-ups which are not permitted to remain as part of the finished work.

## 1.5 COORDINATION

- A. Coordinate work of trades and schedule elements to expedite the fabricating, furnishing, and installation of multiple component mock-ups specified herein, in other Sections of the Specifications, and as shown in the Contract Documents.

## PART 2 - PRODUCTS

### 2.1 EXTERIOR WALL SECTION MOCK-UPS

- A. Stand-alone Mockup Unit: Shall consist of several full size facsimile exterior wall sections, using specified products as noted below. Mock-ups shall be size and configuration as indicated on the Drawings.
1. General description: Mockup units shall include exterior masonry construction, with light gage steel stud framing backup and sheathing assembly as well as concrete masonry unit backup. Mockup shall include all components specified and indicated which are typical to the exterior wall construction and additional components specified herein.
    - a. Fabricate mockup unit with face brick, composite panels as specified. Use selected masonry mortar and backup consisting of 8 inch metal studs, sheathing with specified anchors.
      - 1) Provide additional metal stud framing and cross bracing required for construction of various components of the mockup panel.
      - 2) Provide concealed various wood blocking, edgings, nailers, curbs, and cants required for receipt of various finishes and surfacing materials.
    - b. Fabricate aluminum window unit with glazing.
    - c. Include into mockup assembly all flashing, joint sealers, and all finish trim and accessories necessary to show typical completed construction.
    - d. Mock up shall include typical roof construction and all associated components.
  2. Finishes, colors and textures of components shall be as specified for each component and shall be selected by the Architect.
    - a. Provide window unit with specified insulated glazing.
- B. Components to be included in the mockup include, but are not limited to:
1. Section 03 30 00 - CAST-IN-PLACE CONCRETE.
    - a. Provide a concrete foundation wall to a depth required to support wall mockup.
    - b. Provide dampproofing at concrete as specified in Section 07 11 13 - BITUMINOUS DAMPPROOFING.
  2. Section 04 20 00 - UNIT MASONRY.

- a. Provide type of brick and colored mortar specified, installed over wall panel backup with specified anchorage devices.
- b. Provide face brick in bond pattern, mortar color, and joint type to be used in the Work.
3. Section 05 12 00 – STRUCTURAL STEEL.
  - a. Support framing and typical building framing for mock-up conditions.
  - b. Provide applied fireproofing at structural steel as specified in Section 07 81 00 – APPLIED FIREPROOFING to confirm tolerances at actual locations.
4. Section 05 40 00 - COLD-FORMED METAL FRAMING:
  - a. Provide cold formed metal stud framing with bracing for construction and support of the mockup panel.
5. Section 05 50 00 – METAL FABRICATIONS.
  - a. Provide galvanized steel lintels for openings in the mockup panel.
6. Section 06 10 00 – ROUGH CARPENTRY:
  - a. Provide wood blocking at typical locations as part of mockup.
7. Section 06 16 00 - SHEATHING:
  - a. Install sheathing board, on both sides of metal stud framing, with taped joints and metal and membrane flashing.
8. Section 07 21 00 - THERMAL INSULATION:
  - a. Provide insulation over sheathing and masonry backup.
9. Section 07 26 00 - VAPOR RETARDERS:
  - a. Provide under slab vapor barrier as part of mock up assembly.
10. Section 07 27 13 - MEMBRANE AIR BARRIERS:
  - a. Provide air barrier over sheathing and masonry back-up including typical flashing conditions and transitional tie-ins to windows and curtain wall.
11. Section 07 42 43 –COMPOSITE WALL PANELS:
  - a. Install composite wall panel over metal stud framing, with membrane flashing.
12. Section 07 54 19 - POLYVINYL CHLORIDE (PVC) ROOFING:
  - a. Provide standard roof construction with interfacing conditions at masonry wall construction including roof edge.
13. Section 07 62 00 - SHEET METAL FLASHING AND TRIM:
  - a. Provide typical metal flashing built into masonry construction.
14. Section 07 71 00 - ROOF SPECIALTIES:
  - a. Provide typical roof edge built into masonry and roof construction.
15. Section 07 92 00 - JOINT SEALERS:
  - a. Provide joint sealant at perimeter of all components. Colors shall be selected by the Architect.
16. Section 08 11 13 – HOLLOW METAL DOORS AND FRAMES:
  - a. Provide exterior door construction in mock up construction.
17. Section 08 44 13 - GLAZED ALUMINUM CURTAIN WALLS: Provide aluminum curtain wall matching indicated profiles and dimensions exactly.

- a. Fabricate with removable stop for installation of glass.
  - b. Provide glazed curtain wall unit with operable vent.
  - c. Curtain wall to be enamel shop finished to match selected PVDF finish specified for aluminum windows, matching color and sheen.
  - d. Mock-up shall pass testing requirements specified in Section 01 45 29 – TESTING LABORATORY SERVICES before the Metal Window Trade Contractor shall be allowed to proceed with the work.
18. Section 08 45 13 - FIBERGLASS SANDWICH PANEL ASSEMBLIES: Provide fiberglass sandwich panels matching indicated profiles and dimensions exactly.
- a. Mock-up shall pass testing requirements specified in Section 01 45 29 – TESTING LABORATORY SERVICES before the Metal Window Trade Contractor shall be allowed to proceed with the work.
19. Section 08 51 13 - ALUMINUM WINDOWS: Provide fixed glass and operable type aluminum windows, matching indicated window unit profiles and dimensions exactly.
- a. Fabricate with removable stop for installation of glass.
  - b. Window to be enamel shop finished to match selected PVDF finish specified for aluminum windows, matching color and sheen.
  - c. Provide specified insulated glass into windows.
  - d. Mock-up shall pass testing requirements specified in Section 01 45 29 – TESTING LABORATORY SERVICES before the Metal Window Trade Contractor shall be allowed to proceed with the work.

## 2.2 TYPICAL CLASSROOM MOCK-UP

- A. Mockup Unit: Shall consist of one entire classroom with all materials, finishes and appurtenances in place including building systems. Mock-up shall be a standard classroom, and be built early in the project, and all materials to be obtained and installed be out of sequence.
1. Mock up room location as selected by Architect.
  2. All trade contractors, vendors, subcontractors shall obtain, supply and install all devices, items in advance of the orders to assure coordination with other items, confirm proper fitting. Any required adjustments to be implemented at all other classrooms or similar spaces.
  3. Should the actual devices, selected colors of devices or equipment not be available, similar products to be used, and later switched out at no additional cost to the contract.
  4. Dimensional and other adjustments made will become the standard for completing all similar spaces, understanding that some variations will exist and require adjustments

## 2.3 ELASTOMERIC SHEET WATERPROOFING MOCK-UPS

- A. Mock-up requirements shall be as described in Section 07 13 53 – ELASTOMERIC SHEET WATERPROOFING, MOCK-UPS.

## 2.4 OTHER TRADE AND SITE MOCKUPS

- A. Refer to each individual sections and trades for mock up requirements either in place or separate.

### **PART 3 - EXECUTION**

#### **3.1 PREPARATION**

- A. Construct mock-ups at locations indicated or, if not indicated, at locations directed by the Architect.
- B. Construct mockup in time to make product and/or assembly modifications without delaying production work.
- C. Construction of components on building correlating with mock-up wall shall not commence until mock-up wall has been fully accepted by Owner and Architect.

#### **3.2 INSTALLATION**

- A. Construct mockup to duplicate actual job conditions.
  - 1. Locate at an area on site as directed by the Architect.
  - 2. Provide foundations, bases, supports and braces adequate to make mockup stable and safe.
- B. Provide weather protection for materials in mockups that are not exposed to weather in intended service.

#### **3.3 REMOVAL**

- A. Retain mock-ups during construction as a standard for judging completed work until time designated by the Architect and the Owner,
  - 1. Completely demolish and remove mockups from the job site at time designated by Architect.
  - 2. Accepted mock-ups (which are specifically identified by the Architect to become part of the work) may be incorporated into the work provided they are not damaged during subsequent construction.

End of Section

Section 01 45 00  
QUALITY CONTROL

**PART 1 - GENERAL**

1.1 SUMMARY

- A. General quality assurance and control of installation.
- B. Site safety, worker safety and training.
- C. Construction Manager's quality control (QC) program.
- D. Source quality control.
- E. Field samples and mock-ups.
- F. Manufacturer's field services and reports.
- G. Field quality control, Owner's right for confirmation.

1.2 RELATED REQUIREMENTS

- A. Section 01 33 29 - SUSTAINABLE DESIGN REPORTING: Special administrative and procedure requirements related to the Owner's *LEED v4*, *LEED for Building Design and Construction*, *LEED BD+C: Schools* rating system certificate goals of energy conservation and efficiency, indoor air quality, and natural resource efficiency.
- B. Section 01 60 00 - PRODUCT REQUIREMENTS: Listing of VOC requirements for adhesives, cleaning/maintenance materials, paints, coatings, and sealants.
- C. Section 01 74 19 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL: Procedural and administrative requirements for construction and demolition recycling.
- D. Section 01 43 39 - MOCK-UPS.
- E. Section 01 45 29 - TESTING LABORATORY SERVICES.

1.3 GENERAL QUALITY ASSURANCE AND CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' instructions, including performance of each step in sequence. Notify Architect when manufacturers' instructions conflict with the provisions and requirements of the Contract Documents; obtain clarification before proceeding with the work affected by the conflict.
- C. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate high standards or more precise workmanship.
- D. Perform work by persons qualified to produce workmanship of specified quality.

- E. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

#### 1.4 SITE SAFETY, WORKER SAFETY AND TRAINING

- A. General: The Construction Manager (and his subcontractors and Trade Contractors) shall, at all times, exercise reasonable precautions for the safety of all persons. All rules, regulations, and laws concerning safety that are in effect at the work site, and in particular, all applicable regulations of the Occupational Safety and Health Administration (OSHA) of the U.S. Government, in addition to specified requirements shall be complied with in all respects.
  - 1. Construction Manager's responsibility for safety shall apply continuously twenty four (24) hours per Day during the term of this Contract and is not limited to normal working hours.
- B. Construction Manager's Safety Program: Prior to commencement of the Work, the Construction Manager shall develop and implement a Safety and Health Plan to comply with the Occupational Safety and Health Administration (OSHA) standards for the Construction Industry and all other applicable Federal, State, local laws and regulations. Construction Manager's Safety and Health Plan, and included health and safety procedures and policies, shall be submitted to the Architect and Owner's Representative within fifteen (15) Days after the date of Notice to Proceed and in no event later than commencement of the Work, whichever occurs first.
  - 1. Perform pre planning to ensure access is provided to Fire Department for all areas of the work site throughout the duration of the Contract. The Construction Manager's shall provide the Fire Department site access maps, updated regularly, to reflect changes in the layout of the work site and shall notify the Fire Department when each update is made
  - 2. Post and maintain, at prominent locations throughout the Project site, emergency telephone numbers and shall insure that all personnel on site are continuously aware of this information.
  - 3. Ensure safe access to the Work for the Owner, Architect, Architect's consultants, their designated representatives, and all others charged with inspection, testing and monitoring of the Work, and visitors to the site. The Construction Manager's shall furnish site visitors with safety equipment, test equipment, safety apparel and instructions that are required to insure their safety on site, and In the performance of their duties related to the Work of this Contract
- C. 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 (OSHA) that is at least 10 hours in duration. The OSHA training and certification course shall occur at the time each employee begins work. Furnish documentation to Owner and Architect, for each employee documenting successful completion of the OSHA safety training and certification course. Submit with the first certified payroll report. Comply fully with all laws and regulations applicable to awards made subject to Massachusetts General Laws (MGL) Chapter 149, Section 44A.

#### 1.5 CONSTRUCTION MANAGER'S QUALITY CONTROL PROGRAM

- A. Procedures: Construction Manager, Trade Contractors and each subcontractor shall include all labor, materials, equipment, services and incidental items necessary to

implement quality control procedures to the extent necessary to demonstrate and maintain compliance with the Contract Documents.

- B. It is recognized that the Construction Manager maintains standing written procedures as a corporation for the assurance of quality in finished projects. The Architect and Owner shall review and approve such corporate QA/QC program; review will be against the guidance provided by the following paragraphs and approval may be conditioned with requirements to expand specific sections to meet specific requirements of the Owner and/or the Owner's funders.
- C. Quality Control Plan: Within 20 days after Notice to Proceed, the Construction Manager shall submit a Quality Control (QC) Plan to the Owner's Representative and Architect for approval. The plan shall address the following, as a minimum:
1. The Construction Manager's commitment to quality and implementing and managing the QC program.
  2. Identification of the Construction Manager's onsite QC Manager, with name, qualifications, duties and responsibilities. The QC Manager shall have the authority to direct the removal and replacement of non-conforming work. The QC Manager shall be present for all QC meetings, inspections and tests during the project.
  3. Procedures for addressing and commenting QC with Construction Manager's staff, all Trade Contractors, subcontractors and suppliers, and Owner, Architect and Owner's representative.
  4. Procedures for review of submittals and submittal status, and documentation of same.
  5. Procedures for pre-installation meetings and documentation of same.
  6. Procedures for inspections of deliveries and documentation of same.
  7. Procedures for benchmark inspections, defined as initial installations, and documentation of same.
  8. Procedures for mockup inspections and documentation of same.
  9. Procedures for equipment in place, inspections and documentation of same.
  10. Procedures for inspections prior to closures of concealment and documentation of same.
  11. Procedures for start-up and commissioning and documentation of same.
  12. Procedures for turnover and documentation of same.
  13. Procedures for identifying, recording, tracking correcting and reporting items requiring rework, using a Rolling Completion list chronological item number, phase area, date listed, description, party responsible for correction, date notified, and date corrected.
  14. Procedures for testing and documentation of same.
  15. Procedures for corrective action on Architect's Field Reports and Testing Agency reports and documentation of same.
- D. Procedures for reporting on all of the above on a monthly basis as a condition precedent to review of the Construction Manager's application for payment.

#### 1.6 SOURCE QUALITY CONTROL

- A. 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.

- B. 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.
- C. Product Labeling: Attach label from agency approved by authority having jurisdiction for products, assemblies, and systems required to be labeled by applicable code(s).
  - 1. Label Information: Include manufacturer's or fabricator's identification, approved agency identification, and the following information, as applicable, on each label.
    - a. Model number.
    - b. Serial number.
    - c. Performance characteristics.

#### 1.7 FIELD SAMPLES

- A. Install field samples demonstrating quality level for the Work, at the site as required by individual specifications Sections for review and acceptance by Architect. Remove field samples prior to date of Final Inspection, or as directed.

#### 1.8 MOCK-UPS

- A. Comply with requirements of Section 01 43 39 - MOCK-UPS.

#### 1.9 MANUFACTURER'S FIELD SERVICES AND REPORTS

- A. When called for by individual Specification Sections, provide at no additional cost to the Owner, manufacturers' or product suppliers' qualified staff personnel, to observe site conditions, start-up of equipment, adjusting and balancing of equipment, conditions of surfaces and installation, quality of workmanship, and as specified under the various Sections.
  - 1. Individuals shall report all observations, site decisions, and instructions given to applicators or installers. Immediately notify Architect of any circumstances which are supplemental, or contrary to, manufacturer's written instructions.
  - 2. Submit full report within 30 calendar days from observed site conditions to Architect for review.

#### 1.10 FIELD QUALITY CONTROL

- A. The Owner reserves the right to take samples and perform, at random, tests of approved materials delivered to the job site to verify compliance of actual materials with specifications.

### **PART 2 - PRODUCTS** (Not Used)

### **PART 3 - EXECUTION** (Not Used)

End of Section

Section 01 45 29  
TESTING LABORATORY SERVICES

**PART 1 - GENERAL**

1.1 SUMMARY

- A. This Section consists of the following:
1. Quality assurance.
  2. Laboratory responsibilities.
  3. Laboratory reports.
  4. Limits on testing laboratory authority.
  5. Construction Manager responsibilities.
  6. Construction Manager submittals.
  7. Schedule of inspections and tests.
  8. Concrete in situ relative humidity, calcium chloride and acidity/alkalinity testing.

1.2 REFERENCES

- A. Comply with applicable requirements of the following standards and those others referenced in this Section, under the provisions of Section 01 42 00 - REFERENCES. Where these standards conflict with other specified requirements, the most restrictive requirements shall govern.
1. ANSI/ASTM D 3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock
  2. ANSI/ASTM E 329 - Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction.
  3. ASTM F 1869 – Standard Test Method for Measuring Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.
  4. ASTM F 2170 – Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using In-Situ Probes
  5. ASTM F 710 – Standard Practice for Preparing Concrete Floors and Other Monolithic Floors to Receive Resilient Flooring.
  6. AAMA 501.1 - Standard Test Method for Water Penetration of Windows, Curtain Walls and Doors Using Dynamic Pressure.
  7. AAMA 501.2 - Quality Assurance and Diagnostic Water Leakage Field Check of Installed Storefronts, Curtain Walls, and Sloped Glazing Systems
  8. AAMA 502 -Voluntary Specification for Field Testing of Newly Installed Fenestration Products.
  9. ASTM E 783 - Standard Test Method for Field Measurement of Air Leakage Through Installed Exterior Windows and Doors
  10. ASTM E 1105 – Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls, by Uniform or Cyclic Static Air Pressure Difference.

11. ASTM E1186 - Standard Practices for Air Leakage Site Detection in Building Envelopes and Air Barrier Systems.

### 1.3 QUALITY ASSURANCE

- A. Comply with requirements of ANSI/ASTM D 3740 and ANSI/ASTM E 329.
- B. Laboratory: Authorized to operate in state in which Project is located.
- C. Laboratory staff: Maintain a full time specialist on staff to review services. Provide registered Engineer on staff for all review of services related to structural testing.
- D. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to either the National Bureau of Standards (NBS) Standards or accepted values of natural physical constraints.

### 1.4 LABORATORY RESPONSIBILITIES

- A. Cooperate with Architect and Construction Manager in performance of services; provide qualified personnel promptly on notice.
  1. Attend preconstruction conferences and progress meetings, as requested.
- B. Acquaint Owner's Project Manager, Architect, and Construction Manager's superintendent with testing procedures and with all special conditions encountered at the site.
- C. Perform specified Inspection, sampling, and testing of products and construction methods in accordance with specified standards as specified in individual technical specification sections:
  1. Comply with specified standards, ASTM, ANSI, and other recognized authorities.
  2. Conduct and interpret the tests and state in each report whether the test specimens comply with the requirements, and specifically state any deviations therefrom.
  3. Obtain Construction Manager's written acknowledgment of each inspection, sampling, and test made. Test samples of mixes submitted by Construction Manager.
  4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
- D. Promptly notify Architect and Construction Manager of irregularities, deficiencies, or non-conformance of Work or Products which are observed during performance of services.
- E. Promptly submit written report of each test and inspection with one copy each to Architect, Owner's Project Manager, Construction Manager, and one copy to Project Record Documents File.
- F. Perform additional inspections and tests required by Architect/Engineer.

### 1.5 LABORATORY REPORTS

- A. After each test, promptly distribute directly from the testing laboratory, copies of laboratory report to:
  1. Owner's Project Manager.

2. Architect's office.
  3. Consulting engineer's office.
  4. Construction Manager's office.
  5. Municipal Inspectional Services Department, if required.
- B. Include in report the following information:
1. Date issued,
  2. Project title and number,
  3. Testing laboratory name, address, and telephone number.
  4. Name and signature of laboratory inspector.
  5. Date and time of sampling,
  6. Record of temperature and weather conditions (as appropriate to test).
  7. Identification of product and Specifications Section,
  8. Location of sample or test in the Project.
  9. Type of inspection or test.
  10. Results of tests and compliance with Contract Documents.
  11. Interpretation of test results, when requested by Architect.
  12. Observations regarding compliance with Contract Documents

#### 1.6 LIMITS ON TESTING LABORATORY AUTHORITY

- A. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
- B. Laboratory may not approve or accept any portion of Work.
- C. Laboratory may not assume any duties for Construction Manager.
- D. Laboratory has no authority to stop the Work.

#### 1.7 CONSTRUCTION MANAGER RESPONSIBILITIES

- A. Coordinate and cooperate with laboratory personnel, provide access to Work, and to manufacturer's facilities.
  1. Monitor each inspection, sampling, and test.
  2. Provide Laboratory or Agency with written -acknowledgment of each Inspection, sampling, and test.
  3. Within 24 hours notify Architect and Owner in writing of reasons for not acknowledging Laboratory results.
- B. Secure and deliver to the Laboratory or designated location, adequate quantities of representational samples of materials proposed to be used and which require testing, along with proposed mix designs.
- C. Furnish incidental labor and facilities:
  1. To provide access to Work to be tested.

2. To obtain and handle samples at the Project site or at the source of the Product to be tested.
  3. To facilitate inspections and tests.
  4. For storage and curing of test samples.
- D. Furnish verification of materials and equipment compliance with Contract Documents.
- E. Notify Architect and laboratory 24 hours prior to expected time for operations requiring inspection and testing services.
- F. Identify materials to be tested or inspected by Testing Laboratory or Agency.
- G. After determination of need for testing or inspecting by Owner, notify Laboratory sufficiently in advance, minimum five days, of operations to allow for its assignment of personnel and scheduling of tests.
1. When tests or inspections cannot be performed after such notice, reimburse Owner for laboratory personnel and travel expenses incurred due to Construction Managers negligence.
- H. Make arrangements with laboratory and pay for additional samples and tests required for the following conditions:
1. Initial testing indicates Work does not comply with Contract Documents.
  2. Construction Manager requested testing for additional testing and laboratory services beyond specified requirements.

#### 1.8 CONDUCT OF INSPECTIONS AND TESTS

- A. The Construction Manager shall include required tests and inspections in their base schedule, and the 3 week look ahead schedule, Then notify the Owner's Project Manager, Architect, and Testing Laboratory a minimum of 24 hours before the performance of work to permit the proper conduct of Owner authorized inspections and tests.
- B. Representatives of Testing Laboratory will inspect the manufacture, assembly, and placement of materials as required and as authorized by the Owner, and report their findings to the Architect, Owner's Project Manager, and Construction Manager.
- C. Work shall be checked as it progresses, but failure to detect any defective work or materials shall in no way prevent later rejection when such defect is discovered nor shall it obligate the Owner to accept such work.

#### 1.9 SCHEDULE OF TESTING AND LABORATORIES BY OWNER

- A. Except as otherwise specified, Owner will appoint, employ, and pay services of independent firm(s) to perform inspection and testing and other services specified herein, in individual specification Sections, and as additionally required by the Architect.
- B. Requirements for testing, observations, and inspections are described in individual specification sections; the schedule provided below is not intended to completely describe all of the inspection and testing Work required for this Contract, and is only furnished as a guide.
1. Section 03 30 00 - Cast-in-Place Concrete: Concrete test cylinders

2. Section 04 20 00 - Unit Masonry: One day per week observation of masonry installation. grout, mortar and prism testing.
    - a. Three cylinders tested for compressive strength at 10 days; ASTM C 91 test.
    - b. Obtain sample face brick units (minimum 4) and test for conformance to ASTM C 67.
  3. Section 05 12 00 - Structural Steel Framing: Testing of welds of field and shop fabricated components. Testing of bolting.
    - a. Bolt torque testing.
    - b. Welding X-ray and ultrasonic tests as specified.
    - c. Coating thickness of primer coats.
  4. Section 05 31 00 - Steel Decking: Periodic inspection of steel decking installation prior to concrete placement.
  5. Section 07 13 53 - Elastomeric Sheet Waterproofing: Minimum three (3) visual inspections of waterproofing installations.
  6. Section 07 26 00 - Vapor Retarders: Minimum three (3) visual inspections of underslab vapor barrier installation
  7. Section 07 81 00 - Fireproofing: Testing and certification of density, thickness and adhesion of installation.
  8. Section 07 84 13 - Firestopping: Testing and certification, witness the installation of 10% of each type of firestop system or perform destructive testing of 2% of each type of firestop system per floor or for each area of a floor when a floor is larger than 10,000 square feet.
  9. Section 07 92 00 - Joint Sealants: Chemical analysis; adhesive strength; compatibility with adjacent materials; elasticity.
  10. Section 09 91 00 - Painting: Chemical analysis; coating thickness
  11. Section 23 00 00 HVAC - Pressurized stairs: Special Inspection for Smoke Control systems as required by Section 909.18.8 of the Massachusetts State Building Code (MSBC)
- C. Special Tests and Inspections: Owner will engage a testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner.
1. Testing agency will notify Architect, Owner's Project Manager, and Construction Manager promptly of irregularities and deficiencies observed in the Work during performance of its services.
  2. Testing agency will submit a certified written report of each test, inspection, and similar quality-control service to Architect, through Construction Manager, with copy to Owner's Project Manager and to authorities having jurisdiction.
  3. Testing agency will submit a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
  4. Testing agency will interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
  5. Testing agency will retest and re-inspect corrected work.

1.10 SCHEDULE OF TESTING AND LABORATORIES BY CONSTRUCTION MANAGER

- A. Construction Manager shall employ and pay for services of an approved independent testing laboratory to perform inspection and testing specified under this Article and as additionally in individual specification sections
  - 1. Submit to Architect a minimum of three independent testing laboratories for each type of testing specified by individual specification sections and those required by the referenced applicable codes, regulations and standards.
  - 2. Employment of testing laboratory shall in no way relieve Construction Manager of obligation to perform work in accordance with requirements of Contract Documents.
- B. Earthwork: Lab tests to determine suitability of all fill materials shall be paid for by Construction Manager.
  - 1. Owner reserves the right to retain and pay for his own testing for checking purposes
- C. Concrete Paving and General Concrete Work: Concrete mix design testing shall be paid for by Construction Manager. Owner reserves the right to retain and pay for his own testing for checking purposes.
- D. Local Authority Inspections: The Construction Manager is also responsible for coordinating and cooperating with local requirements for inspections by local Authorities.
- E. Concrete slabs and floors: Relative Humidity, Moisture Vapor Emission and acidity/alkalinity (pH) Testing, Construction Manager to coordinate Sub Contractors:
  - 1. The Subcontractors will employ and pay for services of an independent testing laboratory to perform relative humidity, moisture vapor emission, and pH tests on concrete slabs as follows, on areas where their floors are being installed. The test shall be witnessed by the Construction Manager, flooring subcontractors and Owner's Refer to Section 09 05 60 – COMMON WORK RESULTS FOR FLOORING.
    - a. Relative Humidity, Moisture Vapor Emission and pH Testing on all concrete slabs over-which a finished floor is to be installed. This includes, but is not limited to:
      - 1) Section 09 91 23 - Concrete Sealers -Painting Sub Contractor.
      - 2) Section 09 64 66 - Wood Athletic Flooring.
      - 3) Section 09 61 03 - Water Vapor Emission Control.
      - 4) Section 09 67 23 - Resinous Flooring.
      - 5) Section 09 68 13 - Tile Carpeting.
      - 6) Section 09 68 16 - Sheet Carpeting.
    - b. Section 09 66 13- Perform moisture and pH tests on all concrete floors over-which terrazzo flooring is to be applied.
  - 2. Requirements: As specified under Part 3 of this Section.
    - a. Submit 1 copy of test data to the installers of all flooring materials or coating materials scheduled to be installed.
    - b. Provide additional testing in the event test results indicate higher moisture content than recommended by the flooring material and coating material manufacturers for the installation of their products. Perform such additional testing, at no additional cost to the Owner, after procedures have been performed to reduce moisture content to ratings acceptable to the various flooring and coating manufacturers.

#### 1.11 SCHEDULE OF TESTING AND LABORATORIES BY TRADE CONTRACTORS

- A. Respective Trade Contractor shall employ and pay for services of an approved independent testing laboratory to perform inspection and testing specified under this Article and as additionally in individual specification sections
1. Submit to Architect a minimum of three independent testing laboratories for each type of testing specified by individual specification sections and those required by the referenced applicable codes, regulations and standards.
  2. Employment of testing laboratory shall in no way relieve Construction Manager of obligations to perform work in accordance with requirements of Contract Documents.
- B. Membrane air barriers: Provide a minimum of three (3) field tests per air barrier type performed by an independent testing agency. The test shall be paid for by the Section 07 27 00 Air Barriers Trade Contractor and witnessed by the Construction Manager, Owner's Project Manager and authorities having jurisdiction. Provide report for review within one (1) week of testing.
- a. In-place testing according to the following:
    - 1) ASTM E1186 - Standard Practices for Air Leakage Site Detection in Building Envelopes and Air Barrier Systems.
- C. Glazed Aluminum Curtain Wall, Fiberglass Sandwich Panel Assemblies, Aluminum Windows and Metal Framed Skylight testing:
1. Testing shall be witnessed by the Construction Manager, Owner's Project Manager and Commissioning Agent.
    - a. Glazed Aluminum Curtain Wall testing shall be performed and paid for by the Section 08 44 13 Glazed Aluminum Curtain Wall contractor.
    - b. Fiberglass Sandwich Panel Assemblies shall be performed and paid for by the Section 08 45 23 Fiberglass Sandwich Panel Assemblies contractor.
    - c. Aluminum Window testing shall be performed and paid for by the Section 08 51 13 Aluminum Window - Metal Window Trade Contractor.
    - d. Metal Framed Skylight Testing shall be performed and paid for by the Section 08 63 00 Metal Framed Skylight contractor.
  2. Testing of mock-ups and installed work subject to the following requirements:
    - a. Independent inspection and testing agency engaged on the project shall be authorized by authorities having jurisdiction to operate in the Commonwealth of Massachusetts and as acceptable to the Owner, Construction Manager, Architect and Commissioning Agent.
      - 1) Testing agency will notify Architect, Construction Manager, Owner's Project Manager and Trade Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
      - 2) Testing agency will submit a certified written report of each test, inspection, and similar quality control service to Architect with copy to Construction Manager, Owner's Project Manager and Trade Contractor.
      - 3) Testing agency will submit a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.

- 4) Testing agency will interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- 5) Testing agency will retest and re-inspect corrected work.
- b. In-place testing of specified limits of air infiltration and water resistance according to following:
  - 1) AAMA 501.1 - Standard Test Method for Water Penetration of Windows, Curtain Walls and Doors Using Dynamic Pressure.
  - 2) AAMA 501.2 - Quality Assurance and Diagnostic Water Leakage Field Check of Installed Storefronts, Curtain Walls, and Sloped Glazing Systems
  - 3) AAMA 502 -Voluntary Specification for Field Testing of Newly Installed Fenestration Products.
  - 4) ASTM E 783 - Standard Test Method for Field Measurement of Air Leakage Through Installed Exterior Windows and Doors
  - 5) ASTM E 1105 – Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls, by Uniform or Cyclic Static Air Pressure Difference.
- c. Failed tests will result in additional testing of the failed specimens and an additional specimen at the cost of the Trade Contractor. Testing will be concluded only when satisfactory results are achieved. Any required re-testing that is a result of deficient installation shall not be considered a justified reason for a claim of delay or for a time extension by the Construction Manager or Trade Contractor.
- d. Schedule of testing:
  - 1) Stand-alone mockup wall (refer to drawings):
    - a) Section 08 44 13: Glazed aluminum curtain wall with vent in composite metal wall panel with metal stud back-up; qty. = 1.
    - b) Section 08 45 23: Side by side fiberglass sandwich panel including vertical mullion; qty. = 1
    - c) Section 08 51 13: Project-out with fixed sash window in brick masonry at metal stud back-up; qty. = 1
    - d) Section 08 51 13: Fixed sash window in composite metal wall panel with metal stud back-up; qty. = 1
  - 2) In-place building (actual locations to be selected by the architect):
    - a) Section 08 44 13: Glazed aluminum curtain wall with vent in composite metal wall panel with metal stud back-up; qty. = 2 @ 5%, 1 @ 50% and 1 @ 90% completion of system installation for a total of three (3) testing periods at four (4) separate units total minimum.
    - b) Section 08 45 23: Side by side fiberglass sandwich panel including vertical mullion; qty. = 2 (separate locations) @ 5% and 50% completion of system installation for a total of two (2) testing periods at four (4) separate unit combinations total minimum.
    - c) Section 08 51 13: Project-out with fixed sash window in brick masonry at metal stud back-up; qty. = 2 @ 5%, 1 @ 50% and 1 @ 90% completion of system installation for a total of 3 testing periods at four (4) separate units total minimum.

- d) Section 08 51 13: Project-out with fixed sash window in brick masonry with CMU back-up; qty. = 1 @ 5% and 1 @ 75% completion of system installation for a total of two (2) testing periods at two (2) separate units total minimum.
  - e) Section 08 51 13: Fixed sash window in composite metal wall panel with metal stud back-up; qty. = 1 @ 25% completion of system installation for a total of one (1) testing period minimum at one (1) unit total minimum.
  - f) Section 08 63 00: Metal Framed Skylight; qty.=2, one (1) test each @ 100% completion of each system assembly for a total of two (2) tests total minimum.
- D. Concrete slabs and floors: Relative Humidity, Moisture Vapor Emission and acidity/alkalinity (pH)Testing:
- 1. Resilient Flooring Trade Contractor will employ and pay for services of an independent testing laboratory to perform relative humidity, moisture vapor emission, and pH tests on concrete slabs as follows. The test shall be witnessed by the Construction Manager, Resilient Flooring Trade Contractor and Owner's Project Manager refer to Section 09 00 06 – RESILIENT FLOORING TRADE CONTRACT REQUIREMENTS.
    - a. Relative Humidity, Moisture Vapor Emission and pH Testing on all concrete slabs over-which a finished floor is to be installed. This includes, but is not limited to:
      - 1) Section 09 65 23 – Rubber Flooring.
      - 2) Section 09 65 23 – Linoleum Flooring.
    - b. Perform moisture and pH tests on all concrete floors over-which stone flooring is to be applied.
  - 2. Requirements: As specified under Part 3 of this Section.
    - a. Submit 1 copy of test data to the installers of all flooring materials or coating materials scheduled to be installed.
    - b. Provide additional testing in the event test results indicate higher moisture content than recommended by the flooring material and coating material manufacturers for the installation of their products. Perform such additional testing, at no additional cost to the Owner, after procedures have been performed to reduce moisture content to ratings acceptable to the various flooring and coating manufacturers.
- E. Fire Protection System: Conform to requirements specified in individual Division 21 Specification Sections. The test shall be performed and paid for by the Trade Contractor and witnessed by the Construction Manager, Owner's Project Manager and authorities having jurisdiction.
- 1. All testing noted.
  - 2. Reviews and testing as required by the City of Worcester Fired Department.
- F. Plumbing: Conform to requirements specified in individual Division 22 Specification Sections. The test shall be performed and paid for by the Trade Contractor and witnessed by the Construction Manager, Owner's Project Manager and authorities having jurisdiction:
- 1. All testing noted.

2. Backflow preventor inspection by the City Water departments cross connection inspector to be coordinated in advance of substantial completion by the Trade Contractor.
- G. HVAC Testing: All HVAC work shall be tested by an independent testing and balancing agency, approved by Owner. Conform to requirements specified in individual Division 23 Specification Sections. The tests shall be performed and paid for by the Trade Contractor and witnessed by the Construction Manager, Owner's Project Manager and authorities having jurisdiction. Adjustments shall be made by the Trade Contractors directed by the Owner. At least the following tests shall be performed:
1. Piping hydrostatic tests.
  2. Air and water balancing.
  3. Thermostat control monitoring and testing.
  4. Boiler efficiency testing.
  5. Energy Management System operation.
- H. Electrical Power System Testing: Conform to requirements specified in individual Division 26 Specification Sections. The tests shall be performed and paid for by the Trade Contractor and witnessed by the Construction Manager, Owner's Project Manager and authorities having jurisdiction:
1. All testing noted under the electrical specifications;
  2. Polarity tests.
  3. Operation of all circuits.
  4. Testing of emergency system.
  5. Security systems.
  6. Generation system.
  7. Grounding systems.
  8. Voice/Video/Data networking testing.
- I. Electrical Lighting System Testing: Conform to requirements specified in individual Division 26 Specification Sections. At least the following tests shall be performed and paid for by the Trade Contractor:
1. Operation of every component of entire system.
- J. Fire Alarm System Testing: At least the following tests will be performed. Conform to requirements specified in individual Division 26 Specification Sections. The test shall be performed and paid for by the Trade Contractor and witnessed by the Construction Manager, and Owner's Project Manager:
1. All smoke and heat detectors.
  2. Proper operation as required by authorities having jurisdiction.
  3. Reviews and testing as required by the City of Worcester Fire Department.
- K. Where no testing requirements are described but the Owner or Architect/Engineer decides that testing is required, testing will be performed under current pertinent standards for testing.

## 1.12 FOLLOW-UP AND CORRECTIVE ACTION

- A. The Construction Manager 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 Construction Manager shall submit to the Owner written and electronic copies of proposed follow-up or corrective plans and obtain the Owner's written approval before proceeding.
  - 1. Cost of Testing: If tests indicate that materials or work do not comply with requirements, the Responsible Contractor or Trade Contractor as listed shall pay for all retesting, and shall remove and replace non-complying work at no additional cost to the Owner.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 CONCRETE IN SITU RELATIVE HUMIDITY, CALCIUM CHLORIDE AND ACIDITY/ALKALINITY TESTING

- A. Scope:
  - 1. Provide in situ concrete relative humidity and surface pH testing to all concrete slabs specified to be covered with floor coverings or resinous coatings. Includes concrete placed as part of this Work which occurs below grade, above grade (suspended slabs), and slabs on grade.
- B. Scheduling:
  - 1. Testing shall take place after allowing concrete to dry for a minimum of 90 days. Testing to be scheduled no less than one, nor more than three weeks prior to scheduled flooring installation.
    - a. DO NOT conduct testing unless the slab environment is identical to that in which the finished flooring is to be installed.
  - 2. In the event new flooring is to be installed over existing resilient flooring, remove the portion of the existing flooring and adhesive directly under the area where testing will be conducted. Patch flooring to match existing construction after completion of testing.
- C. Test result submittals:
  - 1. Report all test results in chart form listing test dates, time, depth of test well, in situ temperature, relative humidity, moisture vapor and pH levels.
  - 2. List test locations on chart and show same on marked up Floor Plan Drawings.
  - 3. Submit results in duplicate. Deliver copies directly to Architect, Owner's Project Representative and Construction Manager.
- D. Testing equipment: shall be equal to the following
  - 1. For relative humidity testing:
    - a. Digital Meter and Calibrated Humidity and Temperature probe kit as manufactured by Vaisala Inc. (Boston Office) 10D Gill Street, Woburn, MA, 01801 (telephone 781-933-4500).
      - 1) Minimum 2 point probe calibration.
  - 2. For calcium chloride testing:

- a. Anhydrous calcium chloride testing in accordance with Rubber Manufacturer's Association (RMA) Test requirements.
  - b. Test kits: Vaprecision, inc. 2941 West MacArthur Boulevard, Suite 135. Santa Ana, CA 92704 (telephone 800-449-6194).
  3. For pH testing:
    - a. pH test paper by Micro Essential Laboratory, Inc., P.O. Box 100824 4224 Avenue "H", Brooklyn, NY 11210, (telephone 718-338-3618).
    - b. Distilled or de ionized water.
- E. Testing Procedures Quantification of Relative Humidity
1. The test site should be maintained at the same temperature and humidity conditions as those anticipated during normal occupancy. These temperature and humidity levels should be maintained for 48 hours prior and during test period. If meeting this criteria is not possible, then minimum conditions should be 75 degrees F (plus or minus 10 degrees F), and 50 percent (plus or minus 10 percent) relative humidity. When a building is not under HVAC control, a recording hygrometer or data logger shall be in place recording conditions during the test period. A transcript of this information must be included with the test report.
  2. The number of In situ relative humidity test sites is determined by the square footage of the facility. The minimum number of tests to be placed is equal to 3 in the first 1,000 square feet and 1 per each additional 1,000 square feet.
  3. Drill test holes utilizing a roto hammer drill. Hole diameter shall not exceed outside diameter of the insertable test sleeve by more than 0.04 inch. Drilling operation must be dry. Determine the thickness of the concrete slab from Construction Documents. Depths of test holes shall be as follows:
    - a. For elevated slabs (not poured in pans): Drill test holes to a depth equal to 20 percent of the concrete thickness.
    - b. For slabs on grade and elevated slabs in pans: Drill test holes to a depth equal to 40 percent of the concrete thickness.
  4. Vacuum all concrete dust from test hole.
  5. Insert a hole liner, or sleeve, to the full depth of test hole, assuring that the liner is capped or plugged at the end protruding from the concrete surface.
  6. Permit the test site to acclimate, or equilibrate, for 72 hours prior to taking relative humidity readings.
  7. Remove the sleeve plug and place a probe into the sleeve assuring that it reaches the bottom of the test hole.
  8. Allow the probe to sit in the test sleeve for 30 minutes before taking readings.
  9. Read and record temperature and relative humidity at the test site.
- F. Testing Procedures - Quantification of Concrete Moisture Vapor Emission through Calcium Chloride Testing.
1. The test site should be maintained at the same temperature and humidity conditions as those anticipated during normal occupancy. These temperature and humidity levels should be maintained for 48 hours prior and during test period. If meeting this criteria is not possible, then minimum conditions should be 75 degrees F (plus or minus 10 degrees F) and 50 percent relative humidity (plus or minus 10 percent). When a building is not under HVAC control, a recording hygrometer or data logger shall be in

place recording conditions during the test period. A transcript of this information must be included with the test report.

2. The number of vapor emission test sites is determined by the square footage of the facility. The minimum number of tests to be placed is equal to 3 in the first 1,000 square feet and 1 per each additional 1,000 square feet.
3. Test sites are to be cleaned of all adhesive residue, curing compounds, paints, sealers, floor coverings, and similar materials. 24 hours prior to the placement of test kits.
4. Weigh test dish on site prior to start of test. Scale must report weight to 0.1 grams. Record weight and start time.
5. Expose Calcium Chloride and set dish on concrete surface.
6. Install test containment dome and allow test to proceed for 60 to 72 hours.
7. Retrieve test dish by carefully cutting through containment dome. Close and reseal test dish.
8. Weigh test dish on site recording weight and stop time.
9. Calculate and report results as pounds of emission per 1,000 square feet per 24 hours."

G. Testing Procedures Quantification of Acidity/Alkalinity (pH) Level

1. At or near the relative humidity test site and each vapor emission (calcium chloride) test site, perform pH test.
  - a. At each testing site, lay down a loose 2 foot by 2 foot sheet of rubber flooring or non perforated polyethelene sheet backed by plywood. Leave in place for 48 hours.
  - b. Remove rubber sheet/polyethelene and place several drops of distilled or de ionized water onto the concrete surface to form a puddle approximately 1 inches in diameter.
  - c. Allow the water to set for approximately 60 seconds.
  - d. Dip the pH paper into the water and remove immediately, compare color to chart provided by paper supplier to determine pH reading
2. Record and report results.

H. Testing Procedures:

1. Initial testing: Provide 3 tests for the first 1,000 square feet.
2. Add one test for each additional 1,000 square feet.
3. Concrete surface area to be tested shall be completely clean. Remove all adhesives, residue, debris and sealing compounds. Remove all dust by vacuum or other methods. Do not use chemicals of any kind to clean concrete.
4. Perform moisture tests in strict accordance with the kit manufacturer's Instructions. Moisture tests shall remain undisturbed for 60 to 72 hours.
5. Immediately after moisture test has been removed from test area, conduct pH test in area previously covered by plastic dome of moisture test kit.
6. After completion of tests submit written and electronic copies of test data to the Architect. Submit a copy of the test data to all installers of flooring materials and resinous flooring materials scheduled to be installed.

7. Provide additional testing in the event test results indicate higher moisture content than recommended by the flooring material and coating material manufacturers for the installation of their products. Perform such additional testing, at no additional cost to the Owner, after procedures have been performed to reduce moisture content to ratings acceptable to the various flooring and coating manufacturers.

End of Section

**Program of Structural Tests and Inspections**  
For compliance with Chapter 17 of the 9<sup>th</sup> Edition of the  
Massachusetts State Building Code

Project: Doherty Memorial High School  
Location: Worcester, MA  
Owner: Worcester School District  
Architect of Record: Lamoureux Pagano Associates| Architects, Inc.  
Structural Engineer of Record (SER): Bolton & DiMartino, Inc.

This program of structural tests and inspections is submitted as a condition for issuance of the building permit in accordance with 780 CMR 1705.0 of the 9<sup>th</sup> edition of the Massachusetts State Building Code.

The Structural Engineer of Record (SER) shall review records of all inspections and tests. These tests and inspections shall be furnished to the Building Official, Owner, and Architect of Record by the relevant agencies. The SER shall review inspections and testing reports and shall give written notice of non-conforming work to the Contractor for correction and the Owner's representative. The Program of Structural Tests and Inspections does not relieve the Contractor of his/her responsibility and obligations to comply with the Contract Documents. Furthermore, the results of the Program of Structural Tests and Inspections do not relieve the Contractor of his/her responsibility.

A final report documenting completion of all the required Structural Tests and Inspections and correction of any of the discrepancies noted on interim reports will be submitted by the Structural Engineer of Record to the Building Official, Owner, and Architect of Record prior to the issuance of a certificate of use and occupancy.

Job site safety is solely the responsibility of the Contractor and not the part of Structural Tests and Inspections. Material and activities to be inspected do not include the Contractor's equipment or the means, methods, and procedures used to erect or install the materials or assemblies listed.

Prepared by the Structural Engineer of Record:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature Date

Owner's Authorization:

Building Official's Acceptance:

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

### Schedule of Structural Tests and Inspections

#### Doherty Memorial High School Worcester, Massachusetts

The following categories of Structural Tests and Inspections are included in the program for structural tests and inspections for this project. The specific tests and inspections required for each category are listed on the page noted opposite the category.

<b><u>Division 31</u></b>	<b><u>Page</u></b>
• Controlled gravel fill (prepared fill)	<u>3</u>
• In-situ bearing strata for footings	<u>3</u>
<b><u>Division 3</u></b>	
• Cast-in-place Concrete	<u>4</u>
<b><u>Division 4</u></b>	
• Unit Masonry	<u>5</u>
<b><u>Division 5</u></b>	
• Structural Steel	<u>6</u>
• Steel Joists	<u>7</u>
• Steel Deck	<u>7</u>
• Steel Stud Shear Connectors	<u>8</u>

The following categories are excluded from this Program of Structural Tests and Inspections, since they are designed by other structural engineers not under the aegis of the SER and the SER was not retained to provide performance specifications for their design. These other structural engineers must be assigned by the owner, architect, or construction contractor, as applicable, to be Special SER's for their respective designs and to provide a program of structural tests and inspections for their respective designs.

<b><u>Division 3</u></b>	
• Pre-cast Architectural Concrete	

<b><u>Division 5</u></b>	
• Cold Formed Metal Framing	
• Metal Fabrications	

The following firms, agencies, or individuals (hereinafter referred to collectively as agents) except for the Geotechnical Engineer, will perform the tests and inspections under the direction of the SER. (The Geotechnical Engineer is responsible for directing the testing and inspection of controlled structural fill, in situ bearing stratum for footings.)

<u>Abbreviation</u>	<u>Agent</u>
SER	Structural Engineer of Record (Listed above)
OIAF	Owner's Inspection Agency - Field
OIAP	Owner's Inspection Agency - Plant
GE	Geotechnical Engineer
FQP	Fabricator's Quality Control Program
CQP	Contractor's Quality Control Program
NR	Not Required
NA	Not Applicable

**In-Situ Bearing Strata for Foundations – 31 20 00**

<b>Item</b>	<b>Agent</b>	<b>Scope</b>
1. Bearing materials for foundations.	GE	Verify materials below foundations are adequate to achieve the design bearing capacity (GE).
2. Bearing strata for foundations.	GE	Verify excavations are extended to proper depth and have reached proper material for conformance to the structural drawings, specifications, and/or geotechnical report (GE).
3. Bearing surfaces of foundations.	GE OIAF	Inspect bearing surfaces for conformance to the requirements of the structural drawings, specifications, and/or geotechnical report. Observe field conditions for cold weather protection, as required (OIAF). Review OIAF reports (GE).

**Controlled Gravel Fill for Building (Prepared Fill) –31 20 00**

<b>Item</b>	<b>Agent</b>	<b>Scope</b>
1. Fill Material.	GE OIAF	Perform classification and testing of compacted fill materials for conformance to the requirements to the structural drawings, specifications, and/or geotechnical report (OIAF). Review OIAF reports (GE).
2. Installation of controlled gravel fill	GE OIAF	Provide full-time inspection of installation to verify use of proper materials, densities and lift thicknesses during placement and compaction of compacted fill (OIAF). Review OIAF reports (GE).

**Cast-in-Place Concrete – 03 30 00**

<b>Item</b>	<b>Agent</b>	<b>Scope</b>
1. Mix Design.	SER OIAF	Review mix designs for conformance to specifications (SER). Perform plant inspection for use of proper mix proportions and mix techniques (OIAF).
2. Materials Certification	OIAF	Review for conformance to construction documents (OIAF).
3. Batching Plant.	SER OIAF	Review plant certificates and quality control procedures. Perform in-plant inspections as required to insure concrete quality (OIAF). Review OIAF reports (SER).
4. Reinforcing Installation.	SER OIAF	Inspect reinforcing for size, quantity, condition, and placement of reinforcing steel and embedded items for conformance to the contract documents and approved shop drawings (SER, OIAF).
5. Formwork Geometry.	OIAF	Inspect formwork for general conformance with the construction documents (OIAF).
6. Concrete Placement.	SER OIAF	Observe concrete placement operations. Verify conformance to specifications including cold-weather and hot weather placement procedures. During concrete placement, perform slump, density, and air content tests in conformance with construction documents (OIAF). Review OIAF reports (SER).
7. Evaluation of Concrete Strength.	SER OIAF	Perform strength evaluation tests on concrete cylinders in accordance with the construction documents (OIAF). Review concrete test reports for conformance with the construction documents (SER).
8. Curing and Protection.	SER OIAF	Review hot and cold weather protection procedures. After concrete placement, observe curing and protection procedures for conformance with construction documents (OIAF). Review OIAF reports (SER).

**Unit Masonry – 04 20 00**

<b>Item</b>	<b>Agent</b>	<b>Scope</b>
1. Material Certification.	ARCH SER	Review material certificates for conformance to construction documents (ARCH, SER).
2. Evaluation of Masonry Strength.	SER OIAF	Sample and test the masonry mortar and grout, brick, concrete masonry units, and the concrete prism at the approved frequency for conformance with the construction documents (OIAF). Review test reports for conformance with the specifications (SER).
3. Proportioning, Mixing and Consistency of Mortar and Grout.	OIAF	Inspect field-mixing procedures for conformance to the specifications (OIAF).
4. Installation of Masonry.	ARCH SER OIAF CQP	Inspect unit masonry placement, mortar application, and grouting operations for conformance to the construction documents (ARCH, OIAF, CQP). Review all reports for conformance with the construction documents (SER).
5. Veneer Installation and Attachment to the Back-up Structure.	ARCH OIAF CQP	Observe the installation of the brick veneer, including relieving angles, loose lintels, accessories, and attachments to the back-up structure, for conformance with the construction documents, the approved shop drawings, and the approved sample panels and mock-ups (ARCH, OIAF, CQP)
6. Reinforcement Installation.	SER OIAF CQP	Inspect reinforcing steel for size, quantity, condition and placement for conformance to SER approved submittals and Contract Documents. Inspect welding of reinforcement and review welder's certifications (SER, OIAF, CQP).
7. Weather Protection.	OIAF CQP	Inspect protection for cold and hot weather for conformance with the specifications (OIAF, CQP).
8. Anchorage.	OIAF CQP	Inspect anchorage of masonry to structural members, foundation walls, or other construction, and the installation of embedded items for conformance with the Contract Documents (OIAF, CQP).

**Structural Steel – 05 12 00**

<b>Item</b>	<b>Agent</b>	<b>Scope</b>
1. Fabricator Certification and Quality Control Procedures.	SER OIAP	Review each fabricator's and welder's certificates and the fabrication shop quality control procedures (OIAP). Review OIAP reports (SER).
2. Fabricator Inspection. (780 CMR 1705.4.2 and 780 CMR R1705.4.2)	FQP OIAP SER	Inspect in-plant fabrication, or review Fabricator's approved Independent Inspection Agency's reports (FQP, OIAP). Review OIAP reports (SER)
3. Material Certification.	FQP OIAP SER	Review steel mill reports for conformance to the specifications (FQP,OIAP, SER).
4. Bolting.	OIAP OIAF FQP	Review field and shop bolting procedures for conformance with the construction documents. Inspect and test all field and shop bolted connections in accordance with specifications and approved shop drawings. Verify bolt size and grade (OIAP, OIAF, FQP). Review reports (SER).
5. Welding.	OIAP OIAF FQPTL	Review field and shop welding procedures for conformance with the construction documents Check welder qualifications. Visually inspect all field and shop welds in accordance with construction documents and approved shop drawings (OIAP,OIAF,FQP). Review reports (SER).
6. Structural Framing, Details and Assemblies.	SER OIAP OIAF	Inspect for size, grade of steel, camber, installation and connection details. Check against approved construction documents and shop drawings (OIAP, OIAF). Review reports (SER).

**Steel Joists – 05 21 00**

<b>Item</b>	<b>Agent</b>	<b>Scope</b>
1. Fabricator Certification and Quality Control Procedures.	SER OIAP	Review each fabricator's and welder's certificates and the fabrication shop quality control procedures (OIAP). Review OIAP reports (SER).
2. Material Certification.	SER FQP OIAP	Review steel mill certificates for conformance to the specifications (SER, FQP, OIAP).
3. Installation.	SER OIAF CQP	Inspect for size, placement, bridging, bearing and connection to structure. Visually inspect all welds of a minimum of 5% of the joists, randomly selected (OIAF, CQP). Review OIAF reports (SER).

**Steel Deck – 05 31 00**

<b>Item</b>	<b>Agent</b>	<b>Scope</b>
1. Manufacturer's Certification and Quality Control Procedures.	SER OIAP	Review the manufacturer's certificates for production and quality control procedures (OIAP, SER).
2. Material Certification.	SER FQP OIAP	Review for conformance to the contract documents (SER, FQP, OIAP).
3. Installation.	SER OIAF CQP	Inspect placement, laps, welds, side lap attachment, and screws or other mechanical fasteners as per approved shop drawings. Check welder qualifications (OIAF, CQP). Review OIAF reports (SER).

**Steel Stud Shear Connectors – 05 41 00**

<b>Item</b>	<b>Agent</b>	<b>Scope</b>
1. Quality Control Procedures.	SER OIAP	Review the quality control procedures of the installer (OIAP). Review Reports (SER).
2. Material Certification.	SER FQP OIAP	Review for conformance to the contract documents (SER, FQP, OIAP).
3. Installation.	SER OIAF CQP	Observe the installation of the connectors and test the percentage required by the specifications (OIAF, CQP). Review the test reports for conformance to the construction documents (SER).

Section 01 50 00  
TEMPORARY FACILITIES AND CONTROLS

**PART 1 - GENERAL**

1.1 SUMMARY

- A. General requirements for temporary facilities and controls for each site.
- B. Temporary utilities.
- C. Construction facilities.
- D. Temporary construction.
- E. Construction aids.
- F. Vehicular access and parking.
- G. Temporary barriers and enclosures.
- H. Staging and scaffolding
- I. Site and environment controls.
- J. LEED required temporary protection from moisture, mold and dust.
- K. Fire prevention measures.
- L. Security measures.
- M. Project identification and temporary signage.
- N. Removal of temporary utilities, controls, and facilities.

1.2 GENERAL REQUIREMENTS

- A. The Construction Manager shall provide and maintain all temporary facilities, controls, and construction aids as specified herein, until they are replaced by permanent work, or until Project Substantial Completion, as appropriate.
  - 1. Additional temporary facilities and controls which may be specified under individual Trade Contract sections are the responsibility of the respective Trade Contractors.
  - 2. Temporary facilities removed from the Project shall remain the property of the Construction Manager, except as otherwise specified.
  - 3. Construction trailers to be installed on site for necessary services, and off-site as required due to the constrained site. Construction Manager to provide a logistics plan, per phase, including use of the new building.
- B. Except where specifically noted otherwise, cost or use charges for temporary facilities, utility services, controls, and construction aids and similar items specified in this Section or as required to perform the Work, are not chargeable to the Owner or Architect, and will not be accepted as a basis of claims for a Change Order.

- C. Establish and initiate use of each temporary facility at time first reasonably required for proper performance of the Work. Terminate use and remove facilities at earliest reasonable time when they are no longer needed, or when permanent facilities have, with authorized use, replaced the temporary facilities.
  - 1. Locate temporary facilities where they will serve Project adequately and result in minimum interference with performance of the Work.

### 1.3 SUBMITTALS

- A. Submit the following under provisions of Section 01 33 00 - SUBMITTAL PROCEDURES:
  - 1. Reports of tests, inspections, meter readings and similar procedures performed on temporary utilities.
  - 2. Schedule showing implementation and termination of each temporary utility within 15 days of commencement of the Work.
  - 3. Shop drawings:
    - a. Temporary signage.
    - b. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

### 1.4 REFERENCES

- A. Comply with applicable requirements of the following standards and those others referenced in this Section, under the provisions of Section 01 42 00 - REFERENCES. Where these standards conflict with other specified requirements, the most restrictive requirements shall govern.
  - 1. ANSI A 10 - Safety Requirements for Construction and Demolition.
  - 2. NFPA 70 - National Electrical Code.
  - 3. NFPA 241 - Building Construction and Demolition Operations.

### 1.5 TEMPORARY WEATHER PROTECTION

- A. Definition of Weather Protection: "Weather Protection" means temporary protection of work that may be adversely affected by moisture, cold, heat, and wind by the use of temporary covers, enclosures, and heat. Maintain at least the minimum temperatures specified. Comply with specific requirements which are specified within individual Specification sections.
  - 1. Temperature at the working surface shall be at least forty degrees Fahrenheit (40 degrees F). This provision does not supersede any specific greater requirements for methods of construction of curing of materials.
  - 2. Construction Managers Responsibilities:
    - a. The Construction Manager shall furnish and install all "weather protection" required for ongoing and in-place work related to the building envelope. The Construction Manager is responsible to ensure that protection is provided for the building and all materials and equipment from weather at all times.
    - b. At completion of work, the Construction Manager shall remove temporary weather protection and restore all surfaces.
  - 3. Trade Contractors Responsibilities: Individual Trade Contractors (including Masonry and Roofing and Flashing Trade Contractors, refer to 00 73 00 – SUPPLEMENTARY

INSTRUCTIONS TO BIDDERS for additional requirements) are responsible for all tarpaulins and similar protective measures necessary to cover scaffolding for inclement weather conditions and when winter conditions are encountered.

- a. The Construction Manager shall provide temporary heat for all Trade Contractor enclosures.
  4. Proposed Plan: The Construction Manager shall within 30 calendar days after Award of Contract, submit three copies of a typewritten proposed plan for "Weather Protection" and obtain the Architect's and Owner's written approval.
  5. Reporting Requirements:
    - a. Within thirty (30) calendar days after Contract award, the Construction Manager shall submit in writing to the Owner for approval, three copies of its proposed plan for weather protection.
    - b. The Construction Manager shall furnish and install accurate Fahrenheit thermometers at places designated by the Owner to determine whether the required temperature is being maintained.
  6. Weather protection materials, equipment, and the installation thereof, shall comply with all the safety rules and regulations including provisions for adequate ventilation and fire protection devices.
  7. Use of Permanent Heating System(s): The Construction Manager may choose, if the Owner approves, to use the permanent heating system for temporary heat after the building is enclosed and the system has been tested and is ready to operate.
    - a. The HVAC Trade Contractor shall thoroughly clean and restore to first class condition, acceptable to the Owner, all portions of the permanent heating system that are used for heating during construction.
    - b. Use of the permanent heating system for weather protection shall not affect any heating system guarantee that may be due to the Owner; such guarantee shall begin to run only when the Owner accepts the building.
  - B. Additional weather protection requirements: The Construction Manager is responsible to ensure that the protection is provided by for the building interior and all materials and equipment from weather at all times (year round).
    1. Where removal of roofing, roof sheathing, windows, doors, and other items is necessary to accomplish work, have materials and workmen ready to provide adequate and approve temporary covering of exposed areas.
    2. Temporary coverings shall be attended as necessary to insure effectiveness and to prevent displacement.
    3. Construction Manager shall repair or replace all elements of the building damaged by failure to properly protect them from the weather to the satisfaction of the Architect at no additional cost to the Owner.
- 1.6 TEMPORARY UTILITIES, GENERAL REQUIREMENTS
- A. General Installation: Install temporary utility service(s), or connect to existing service(s) as indicated, and as specified. Comply with all applicable laws, regulations, and requirements of authorities having jurisdiction.
  - B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

## 1.7 TEMPORARY UTILITIES, ELECTRICITY

- A. Temporary electricity: The Construction Manager will pay for and furnish electrical energy required for temporary light and power, for the Project while under construction. Additional requirements are specified under Division 26 - ELECTRICAL, and as follows:
1. Electric power service: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics. Include meters, transformers, overload protected disconnects, automatic ground-fault interrupters and main distribution switch gear.
    - a. Heavy electrical loads such as welding and other equipment with similar special power requirements must be powered by individual installers using portable electric generators at each users own cost.
      - 1) Except as otherwise specifically provided, all additional costs resulting from such use shall be borne by the Construction Manager.
  2. Distribution: A grounded receptacle (outlet) for an extension cord shall be provided by the Electrical Trade Contractor within one hundred (100) feet of any part of the building. Individual users are responsible for their own work lamps and extension cords.

## 1.8 TEMPORARY UTILITIES, LIGHTING

- A. Temporary lighting: The Electrical Trade Contractor shall provide lighting with local switching to fulfill security requirements and provide illumination for construction operations and traffic conditions. Maintain lighting, replace broken lamps and provide routine repairs.
1. Temporary lighting shall be based on the following requirements:
    - a. Rooms or spaces under 250 square feet: Two 100 watt lamps.
    - b. Rooms or spaces over 250 square feet and under 500 square feet: Four 100 watt lamps.
    - c. Rooms or spaces 500 square feet and over: Two 200 watt lamps for spaces 500 to 1000 square feet, and two 200-watt lamps for every additional 1,000 square feet or fraction thereof.
    - d. Provide sufficient additional fixtures and lamps to insure proper lighting in stairwells, corridors and passage areas.
  2. Lamps: The Electrical Trade Contractor shall furnish and install all lamps, both initial and all required replacements until the date of Substantial Completion.
  3. Use of permanent lighting fixtures.
    - a. Permanent building lighting may be utilized during construction.
    - b. Permanent lighting fixtures which have been used during Construction shall be thoroughly cleaned by the Electrical Trade Contractor.
    - c. Immediately prior to the Architect's inspection for Substantial Completion the Electrical Trade Contractor is required to replace all lamps, which are broken, burned out or are producing reduced light output (darkened).
- B. Protective night lighting is required at all times (24 hours a day, seven days a week). Construction Manager is required to arrange for adequate outdoor lighting to illuminate staging, stockpiles, trenches, dangerous projections, excavations and similar conditions and as additionally required to protect the safety of workmen, other personnel, and the public and as an aid in the protection against theft and vandalism.

1. Shield lighting to protect overflow beyond Contract limits, protect neighbors from night light overflow.

#### 1.9 TEMPORARY UTILITIES, INTERNET

- A. Temporary internet service: Provide internet service at time of project mobilization, and pay all costs for installation, maintenance, and removal. The Construction Manager shall pay service charges through date of Substantial Completion.
  1. For Owner's Project Manager's Field Office: Contractor shall provide and maintain internet access consisting of cable or Fiber-Optic Service (FIOS) services, (dial up modem service is not acceptable). Internet speed shall be a minimum of 100 Mbps download and 5 Mbps upload. Internet service shall include email account allowing a minimum of 10MB attachments to ensure exchange of all construction related email to the Architect's and Owner's Project Manager's Field Office.
  2. For Construction Manager's Field Office, Construction Manager shall provide and maintain internet and email service. Internet service shall include e-mail account allowing a minimum of 10mb attachments to ensure exchange of all construction related e-mail to Construction Manager's field office. Provide WIFI capability as [part of internet service.

#### 1.10 TEMPORARY UTILITIES, WATER

- A. Temporary water: The Construction Manager shall provide and maintain water service and distribution piping of sizes and pressures adequate for construction, including water meter and hose bib(s) at location(s) to be determined by Construction Manager so that water is available throughout the construction by the use of hoses.
  1. Protect piping and fittings against freezing.

#### 1.11 TEMPORARY HEATING AND COOLING

- A. Temporary heat: Provide heat for curing or drying of completed installations or protection of installed construction from adverse effects of low temperatures or high humidity. Provide vented self-contained liquid propane gas or fuel oil heaters with individual space thermostatic control, UL approved and acceptable to local fire department. Use of gasoline-burning space heaters, open flame, or salamander type units is prohibited.
  1. Vent heaters directly to outside air, in areas where concrete is less than 15 days old.
  2. In enclosed areas, maintain a minimum temperature of 50 degrees Fahrenheit; provide higher temperatures where required by individual specification sections. Construction Manager is required to provide enclosures necessary to maintain specified temporary heat.

#### 1.12 TEMPORARY VENTILATION AND HUMIDITY CONTROL

- A. General:
  1. Humidity Control: Monitor and regulate relative humidity as required for the installation of all interior products. Relative humidity shall be maintained within the limits set by manufacturers of all interior materials and equipment. Refer to individual specification sections in Divisions 6, 8, 9, 10, 11 and 12 for additional environmental requirements.
    - a. Construction Manager shall enclose interior work areas, protect from weather, and maintain specified temperature and humidity prior to commencement of construction activities relating to interior finishes.

2. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases. Extend and supplement equipment with temporary fan units as required to maintain clean air for construction operations.
  - a. During construction, Construction Manager shall meet or exceed the minimum requirements of the SMACNA IAQ Guideline for Occupied Buildings under Construction, 2008 edition.
- B. Monitor Humidity: Provide Hygrometer to measure temperature and relative humidity in each construction area.
  1. Provide dehumidifier(s), as required to maintain humidity of enclosed areas below 70 percent. Humidity level shall be maintained in all areas where interior finish work is being performed, and all areas where interior finishes has been completed.
  2. Provide fans as specified herein, and as required to eliminate significant variation in humidity levels within enclosed spaces.
- C. Temporary Construction Ventilation: Construction Manager shall maintain sufficient temporary ventilation of areas where materials are being used that emit VOC's and maintain ventilation continuously during installation and until emissions dissipate after installation. If continuous ventilation is not possible via the building's HVAC system(s) then Construction Manager shall supply ventilation via open windows and temporary fans, sufficient to provide no less than three air changes per hour.
  1. Vent all areas directly to outside. Areas shall not be vented to other enclosed areas.
  2. During dust producing activities (e.g. drywall installation and finishing) Construction Manager shall turn off ventilation system and protect openings in supply and return HVAC system from dust infiltration. Provide temporary ventilation as required.
  3. Dissipation of VOC's: The period after installation shall be sufficient to dissipate odors and elevated concentrations of VOCs. A minimum time period of 72 hours is required except where longer periods of time are specified under individual specification sections.
- D. Preconditioning: Prior to installation, Construction Manager shall allow products which have odors and VOC emissions to off-gas in dry, well-ventilated space outside of building for 14 calendar days, in order to allow for reasonable dissipation of odors and emissions.
- E. Storage and fabrication sheds: Provide as required, sheds, equipped to accommodate materials and equipment involved.
  1. Trade Contractors and subcontractors are responsible for their own storage facilities, coordinate locations.
- F. Maintain approach walks to field office and storage/fabrication sheds free of mud, water, and snow.
- G. When permanent facilities are enclosed with operable utilities, relocate offices and storage into building, with written agreement of Owner, and remove temporary buildings.

#### 1.13 FIELD OFFICES AND SHEDS

- A. General:

1. Availability: Provide Construction Manager's Field Office. Provide offices ready for occupancy within 15 days after date fixed in Notice to Proceed.
  2. Field offices: Provide furnished, insulated, weathertight, office(s) which shall be portable or mobile building(s), or buildings constructed with floors raised above ground, securely fixed to foundations, with steps and landings at entrance doors.
    - a. Securely support trailer on temporary masonry or preservative treated wood piers and not on trailer wheels. Anchor trailer to prevent overturning due to wind or other causes.
  3. Location: The location of the field office(s) and storage areas for equipment and materials shall be upon cleared portions of the job site or areas to be cleared, and shall require review and written acceptance of the Architect. Submit plans showing field office and storage facilities for equipment and materials for acceptance by the Architect.
    - a. Offices and sheds located within the construction area, or within 30 feet of building lines shall be of noncombustible construction. Comply with requirements of NFPA 241.
    - b. Construction of offices shall have sound insulation adequate to exclude sounds of routine construction activities and reduce server noise to less than 70 dB.
    - c. Access to trailer shall conform to Massachusetts Regulation 521 CMR - Architectural Access Board.
  4. General:
    - a. Construction Manager shall provide periodic cleaning and maintenance of field offices and storage areas.
    - b. Provide air conditioning and heating to maintain a temperature range of 65 to 78 degrees F.
    - c. Provide sufficient lighting for 50 foot candles at desk top level over 100 percent of floor area.
    - d. Excluding computer, computer software and related equipment all other non-consumed furnishings and equipment, will be returned to Construction Manager upon project completion.
- B. Construction Manager's field office(s): Provide habitable office(s) or space, of size to accommodate personnel, include as a minimum the following:
1. Size: Construction Manager field office shall be not less than 12 by 50 foot long office trailer. Sectioning of trailer shall be as required by Construction Manager. Each section of trailer shall have direct access to an exterior locking door and a communicating door.
  2. Furnishings:
    - a. Conference table of sufficient size with seating to accommodate personnel and anticipated visitors for specified conferences and weekly progress meetings. Conference table shall comfortably seat not less than 20 people.
    - b. Racks and files for Contract Documents, submittals and Project Record Documents.
    - c. Maintain a complete set of current project drawings and specifications at this office at all times. Maintain a file with all approved shop drawings, permits and other data pertinent to the Work.

3. Outdoor weather thermometer with high/low readings.
4. Hard-hats for site visitors.
5. Duplex convenience outlets, at least one per wall.
6. Telephone and internet service as specified herein above.
7. Other equipment and furniture as the Construction Manager deems necessary.
8. Maintenance: The Construction Manager shall maintain all field offices, equipment and furnishings in a clean and orderly condition, including but not limited to washing the floors, bathrooms and trash removal once per week, performed by a professional bonded and insured cleaning service.
9. Trailers to be relocated as required by the construction managers phasing plan, and recommended that the IT services space in the building at the Ground floor can be used at the later phases for the CM, and OPM's offices through the end of the field construction, or other location as approved by the Owner/Architect. Should space in the building be utilized for field offices, or construction use, these spaces are to be to be completely finished or re-finished to new after use, and returned to the City.
10. General: Provide furnishings, equipment, services and consumables for the Owner's site office including the following furniture, fittings, equipment and consumables for the duration of the Project. All furniture, fittings, and equipment shall be new and unused and shall be turned over to the Owner at the completion of the Project.
  - a. Office trailer not less than 600 square feet on site for the OPM representatives.
  - b. Three (3) stand-alone lockable steel desks.-desks equal to Model No. 8614-393/8650 as manufactured by All Steel Equipment.
  - c. Desk Lights: Provide five (5) spring mounted desk lights.
  - d. provide fourteen (12) folding chairs.
  - e. Fire Proof Cabinets: Provide one (1) two drawer fire proof file cabinet
  - f. Provide two (2) bulletin boards, wall mounted, with at least 65 square feet of tack surface and one (1) white board with at least 32 square feet of writing surface.
  - g. Two (2) built-in office trailer desks with locks.
  - h. Five (5) swivel chairs
  - i. Five (5) office waste baskets.
  - j. Two (2) metal plan racks.
  - k. Two (2) folding tables, 3 feet x 5 feet.
  - l. Two (2) plan reference tables, 48" x 96"
  - m. One accurate Fahrenheit thermometer.
  - n. Five (5) 4-drawer metal file cabinets with locks.
  - o. Shelving units, 36 feet total of 12" deep shelf.
  - p. Electric water dispenser with disposable cup and water supply service.
  - q. Electric under counter refrigerator 6 cf with freezer.
  - r. Coffee Maker: Provide one (1) ten-cup capacity, drip-type coffee maker, with supplies as needed.
  - s. First Aid Kits: Provide two first aid kits.
  - t. Office Supplies: Provide office supplies for Architect and Owner's Project Manager for life of project, which includes but not limited to (paper, pens, folders, staplers, heavy duty stapler, heavy duty hole punch, scissors, paper clips, 3 inch three ring binders, and other similar type supplies, etc.)

- u. Copy machine with legal and 11x17 paper tray capabilities, color/black and white printing, sorting, stapling, service contract including toners and internet/computer connectivity.
  - v. Electric lighting, heat, air conditioning, window screens and security door bar locks.
  - w. Relocation of trailer as required by CM Phasing.
  - x. All loose equipment, at the completion of the project to become the property of the City, and be itemized and delivered to the City at location requested. Any items not accepted by the City to be disposed of or become property of the Contractor
11. Telephone Lines:
- a. Provide two (2) separate telephone lines for the sole use of the Owner and Architect: Two (2) linked lines for telephones with Verizon local and long distance service
  - b. Telephone Equipment: Furnish and maintain phone system in the construction field office equal to "Norstar Compact ICS" by Nortel; with touch-tone dialing services.
    - 1) Each phone shall be capable of hunting sequencing and have speaker phone capability.
    - 2) Provide 3 (three) INo.m7310 instruments with intercom, hands-free speakerphone, privacy and mute features; and 25 foot coiled cords connecting the instruments base and receiver. Connect each instrument to wall mounted jacks with cords not less than 10 feet long.
    - 3) Provide one (1) AT&T 2 line cordless phone with minimum 5 mile radius. Connect to wall mounted jacks with cords not less than 10 feet long.
    - 4) Locate all phone jacks for the above mentioned service as directed by the Architect and OPM.
    - 5) Provide voice mail connected to all voice lines; equipped with remote message retrieval, separate incoming and outgoing messages, time and date message stamp, call monitoring and automated call attendant.
    - 6) Provide necessary training and support as required for the telephone equipment for the duration of the project.
12. High Speed Internet Connection: Provide the following High Speed Internet Connection and related equipment:
- a. Comcast Small Business Service or Broadband Business Service at 15 mb/sec, upstream and downstream with modem and router compatible with and approved by the approved local Service Provider), ISP choice coordinated and approved by the Architect and OPM.
  - b. Determine the available internet service providers (ISP) for the jobsite location and report the options to the Architect for review and approval.
  - c. Internet connection shall be dedicated for the use of the occupants of this office space only, and shall not be shared with other office spaces, or outside users without permission of the Architect.
  - d. High Speed Internet Connection to be fully configured and operational on all computer workstations specified in section j. Owner's Site Office Technology.
  - e. Dynamic IP is acceptable, static IP is not required.

- f. Confirm that the ISP permits the use of Cisco VPN Client using port 10000 (Virtual Private Network) connections thru their network/internet access service.
  - g. Provide multi-port 10/100 switch in office space for networking equipment and internet access.
  - h. Routers with built-in wireless must have wep encryption configured and turned on. WEP key information shall be provided to the Architect.
  - i. The high speed data connection shall terminate in the office space in a locked room or closet. If no such room is available, coordinate the location with the Owner's Representative Project Manager. Network equipment and high speed modem will be located so that it is hidden from immediate sight and preferably located in a corner (not on a desk where it can be easily tampered with) of a room or mounted on a shelf high on a wall.
  - j. Provide surge protector for all Internet access/network equipment.
  - k. Provide Architect with all account numbers, user names, and passwords applicable to the ISP agreement, as well as support contact information such as Toll-Free and 24/7 support phone numbers for said ISP for use in contacting the ISP during times of apparent lack of connectivity.
  - l. High Speed internet access service shall commence within one (1) week of office space occupancy or one (1) week following activation of electrical service to the Owner's Field Office; whichever comes first. Service shall remain activated and financial account status in good standing with ISP until such time that the Architect and Owner's Representative agree to terminate service. Construction Manager shall plan to keep internet service active for at least one (1) month following current project completion date or one month after scheduled removal of field office space, whichever is the later of the two.
  - m. Construction Manager shall advise it's subcontractors of the location of any wires or cables associated with high-speed internet and power connections to the Owner's Field Office to avoid disruption of service during construction or site work.
13. Printers, Copiers, and consumables: Provide the following printers, copiers, fax machines and consumables. Provide necessary maintenance and support for the following equipment for the duration of the project.
- a. Copy Machine: Provide one (1) color copy machine, complete with wheeled stand, as manufactured by Canon Corporation, with 50 page top mounted automatic document feeder, and separate feeder trays for 8-1/2" x 11", 8-1/2" x 14" and 11" x 17" paper. Machine shall be capable of copying, scanning, printing reducing, enlarging, double sided copying, stack loading, sorting, and stapling, and be supported by a two (2) year on-site Service Plan with 24 hour response.
  - b. Printers:
    - 1) Provide one (1) color Deskjet printer, Model HP 6540 as manufactured by Hewlett Packard capable of 20 ppm of color printing including all necessary cables connected to USB port, toner or inks and supplies as required. Service Program: 3 years parts and labor Limited Warranty with three years on-site service with response time within 24 hours.
    - 2) Provide one (1) laser printer Model HP LaserJet 5100TN as manufactured by Hewlett Packard
      - a) 1200 dpi resolution
      - b) HPGL/2, HP PCL 5e, HP PCL 6 and PostScript Level 3 emulation

- c) 21 ppm
  - d) 32MB memory standard
  - e) 110 TrueType plus HP FontSmart
  - f) One (1) 500 sheet paper input tray for 8-1/2" x 11" paper
  - g) One (1) 250 sheet paper input tray for 11" x 17" paper
  - h) IEEE 1284 Compliant Bi-directional Parallel Cable. 3m (9ft); DB-25 to 36-pin Centronics male; A to B connection. i.3 year service plan with next day service.
14. Data Cabling: Provide data cabling as follows:
- a. Provide adequate data cabling within the Owner's site office so that there is a minimum of one (1) data connection (Cat 5e or Cat 6) in each office at each planned workstation/desk.
  - b. Provide cabling from the ISP entry point of the office space to each wall jack.
  - c. The exact location and quantity of data drops shall be coordinated and approved by the Architect prior to implementation.
  - d. The use of a wireless network within the office space is NOT an acceptable alternative (wireless capabilities are acceptable, but are NOT to be used in lieu of data cabling).
  - e. An additional data drop shall be available in the center of the office space for use by visitors. Typically this connection point will be situated near the conference room table. Another data drop shall be provided at a central location in the office space for use by a networked printer.
15. Digital Camera: Provide one (1) Canon Power Shot ELPH 300HS, 12.1 megapixel or better, with two (2) 8GB Picture Card Storage Media, battery charger, one (1) additional AA InfoLithium rechargeable spare battery, carrying case, or OPM approved equal by Nikon or Olympus.
16. Portable Radios: Provide three (3) portable radios manufactured by the same manufacturer as those used by the Construction Manager, equipped with belt clips, three batteries and a battery charger. Set radio channels as follows: One channel allocated to the Construction Managers onsite radio system, providing participation in conversations by the Owner's representative. One channel allocated to the Owner's Representative. Two year service program: 2 year parts and labor Limited Warranty with 2 years on site service with response time within 24 hour notice.
17. Provide the required number of portable AC units as necessary to maintain the OPM space at a constant temperature of 72 degrees during normal business hours of summer months. Units must be new and unused. These units are to be sized and installed to meet the standards as required in the space being utilized by the OPM in the Randall School basement.
- C. Storage and fabrication sheds: Provide as required, sheds, equipped to accommodate materials and equipment involved.
- 1. Trade Contractors and subcontractors are responsible for their own storage facilities, coordinate locations.
- D. Maintain approach walks to field office and storage/fabrication sheds free of mud, water, and snow.

- E. When permanent facilities are enclosed with operable utilities, relocate offices and storage into building, with written agreement of Owner, and remove temporary buildings.

#### 1.14 SANITARY FACILITIES

- A. Sanitary facilities: Provide self-contained single-occupant chemical toilet units, wash facilities and drinking water fixtures.
  - 1. Locate sanitary facilities within the fenced construction zone.
  - 2. Permanent facilities located in completed work may not be used by the Construction Manager's personnel.
- B. Provide toilet tissue, paper towels, paper cups, cleaning compounds and similar materials.
- C. Maintain facilities, throughout term of construction, and keep clean, provide covered waste containers for used material.

#### 1.15 CANTEEN SERVICES

- A. Canteen vehicles must access the worksite at predetermined times coordinated with the Owner, and are limited to service within the construction site only.

#### 1.16 FIRST AID AND FIRE EXTINGUISHERS

- A. First aid supplies: Comply with governing regulations.
- B. Fire extinguishers: Provide and maintain on site, adequate fire extinguishers UL rated for A-B-C type fires. Provide red-painted plywood standards for each extinguisher. Additionally provide a dry chemical fire extinguisher at each location where welding, torch cutting and other similar hazardous work is in progress.
  - 1. At welding and heat cutting work: Provide not less than a Multi-purpose dry chemical type (mono ammonium phosphate) fire extinguisher, 20 pound capacity, multi-purpose rated "2A, 120 B:C".

#### 1.17 CONSTRUCTION AIDS - USE OF PERMANENT ELEVATORS

- A. Temporary use of elevator(s): Use of the permanent elevators during construction for the transportation of personnel and material shall not be permitted.

#### 1.18 VEHICULAR ACCESS AND PARKING

- A. Vehicular access: Construct temporary all-weather access roads from public thoroughfares to serve construction area, of a width and load bearing capacity to provide unimpeded traffic for construction purposes.
  - 1. Construct temporary bridges and culverts to span low areas and allow unimpeded drainage.
  - 2. Extend and relocate as Work progress requires, provide detours as necessary for unimpeded traffic flow.
  - 3. Locate access roads where acceptable to Architect/Engineer.
- B. Provide and maintain access to fire hydrants free of obstructions. Provide unimpeded access for emergency vehicles. Maintain 20 foot width driveways with turning space between and around combustible materials.

- B. Vehicular access: Construct temporary all-weather access roads from public thoroughfares to serve construction area, of a width and load bearing capacity to provide unimpeded traffic for construction purposes.
  - 1. Construct temporary bridges and culverts to span low areas and allow unimpeded drainage.
  - 2. Extend and relocate as Work progress requires, provide detours as necessary for unimpeded traffic flow.
  - 3. Locate access roads where acceptable to Architect/Engineer.
  - 4. Arrange for off-site parking areas as needed to accommodate construction personnel with Construction Manager, Awarding Authority and the City of Worcester as applicable.
- C. Snow and ice removal: Maintain all vehicular and pedestrian access roads and walkways free from ice and snow during the winter season for the duration of the Project.
- D. Towing Services: Make arrangements to have illegally parked and stopped vehicles towed. Post conspicuous warning signs. Obtain approval of signs from authorities having jurisdiction.
- E. Prior to Substantial Completion, the installed base for permanent roads and parking areas may be used for construction traffic.
  - 1. Avoid traffic loading beyond paving design capacity.
- C. Prior to Substantial Completion, the installed base for permanent roads and parking areas may be used for construction traffic.
  - 1. Avoid traffic loading beyond paving design capacity.
  - 2. Permanent parking structures and final paved areas may be used by construction personnel on execution of agreement with the City of Worcester.

#### 1.19 VEHICULAR TRAFFIC CONTROL

- A. The Construction Manager shall not close or obstruct any portion of any street public or private, without obtaining permits therefore from the proper authorities.
  - 1. Provide and pay for police traffic details at anytime that construction takes place in a public street (right of way). The Construction Manager is responsible for coordinating, requesting, and paying the prevailing rate of wage for police traffic details directly with the City of Worcester Police Department.
- B. Construction parking control: Control vehicular parking to preclude interference with public traffic or parking, access by emergency vehicles, Owner's operations, or construction operations.
  - 1. Monitor parking of construction personnel private vehicles. Maintain free vehicular access to and through parking areas. Prohibit parking on or adjacent to access roads, or in non-designated areas.
- C. Vehicle and Equipment Security: Lock all unattended vehicles including construction machinery and equipment. Do not leave vehicles or equipment unattended accessible to public with the motor running, or with keys easily accessible.

- D. Haul routes: Consult with governing authorities and establish public thoroughfares which will be used as haul routes and site access. Confine construction traffic to designated haul routes.
  - 1. Confine construction traffic to designated haul routes.
  - 2. Provide traffic control at critical areas of haul routes to expedite traffic flow and to minimize interference with normal public traffic.
- E. Traffic signals and signs: Provide, operate and maintain temporary equipment, services, and personnel, with traffic control and protective devices, as required to direct and maintain an orderly flow of traffic in all areas under Construction Managers control, or affected by Construction Managers operations, including but not limited to haul routes, at site entrances, at on-site access roads, and parking areas during construction.
  - 1. Provide traffic control and directional signs, mounted on barricades or standard posts as needed to direct construction and public traffic, including but not limited to:
    - a. At each change of direction of a roadway and each crossroad.
    - b. At detours.
    - c. At parking areas.
    - d. At entrance points onto public roads.
  - 2. Provide traffic signal and detour signs with breakaway post assemblies conforming to the applicable provisions of the Standard Specifications.
  - 3. Provide automatic traffic control signals where required by local authorities having jurisdiction.
  - 4. Provide traffic cones and drums as required to maintain orderly flow of traffic.
  - 5. Provide flares and lights during periods of low visibility to clearly delineate traffic lanes and to guide traffic.
- F. Provide areas of illumination of critical traffic and parking areas.

## 1.20 DUST CONTROL

- A. Provide positive means to prevent air-borne dust from dispersing into atmosphere.
  - 1. Take all necessary measures and provide equipment and materials to minimize dust from rising and blowing across the site and also to control surface water throughout the operation so that it does not run onto paved ways without being filtered. Control all dust created by construction operations and movement of construction vehicles, both on site and on paved ways.
  - 2. During the progress of the work, maintain the areas of construction activities including sweeping and sprinkling of streets as necessary. Provide and use calcium chloride for more effective dust control, when deemed necessary by regulatory agencies, without additional cost to the Owner.
- B. Construction Entrances: Stabilized construction entrances shall be installed at all points of access to reduce or eliminate tracking or flowing of sediment onto the town roads in accordance with the following criteria:
  - 1. Provide nominal 1 to 2-1/2 inch washed crushed stone, minimum 8 inches thick.
  - 2. Construction entrance shall be as wide or wider than all points of ingress and egress.
  - 3. Washing vehicle wheels before traveling on paved ways.

4. Provide temporary swales and interceptor ditches to control runoff water where necessary.
- C. Prevent air-borne dust from dispersing into ducts (air supply and return) during construction. Seal all open ends of completed ductwork, and overnight work-in-progress. Inspect ducts on daily basis to ensure seals are intact. Protect ductwork waiting, to be installed with surface wrapping.
  1. Ductwork protection during construction is a joint responsibility between the Construction Manager and HVAC Trade Contractor.
  2. HVAC Trade Contractor is responsible to wipe down internal surfaces of ductwork immediately prior to installation to remove all dust and debris.
- D. Prevent air-borne dust from dispersing into occupied spaces. Provide interior dust-tight temporary partitions as specified under the Article entitled "Interior enclosures".
  1. Provide air filters over openings and grilles in air-return ducts occurring within construction areas.
  2. Provide openings in temporary partitions where air-return grilles occur outside of work areas. In each opening, provide standard 2 inch thick, throw-away type filter having a rated efficiency of 35 percent. Review with Architect size requirements of filtered openings, locations of openings and how many are required.
  3. Replace air filters as required to maintain their efficiency.

#### 1.21 NOISE CONTROL

- A. Develop and maintain a noise-abatement program and enforce strict discipline over all personnel to keep noise to a minimum.
- B. Execute construction work by methods and by use of equipment which will reduce excess noise.
  1. Equip air compressors with silencers, and power equipment with mufflers.
  2. Manage vehicular traffic and scheduling to reduce noise
- C. Interior work involving cutting, drilling, hammering or noise generating procedures shall be completed during times schedule with the Owner in advance.

#### 1.22 TEMPORARY BARRICADES

- A. Provide barriers and barricades to prevent unauthorized entry to construction areas.
  1. Comply with standards and code requirements for erection of barricades, where required provide lighting, including flashing lights.
  2. Paint with appropriate colors, graphics and warning signs to inform personnel and the public of the hazard being protected against.
  3. Provide special barriers necessary to protect entrances and areas around building and to prevent persons from coming in contact with material or construction operations.
- B. Provide temporary enclosures, as required, for protection of construction from exposure to weather, other construction operations and similar activities. Where heat is needed and the building envelope is incomplete, provide enclosures where there is no other provision for containment of heat.

1. Provide doors with self-closing hardware and locks.
  2. Provide barricades and protective entrances at least 48 inches high around openings in floors, and elevators.
- C. Provide temporary roofing as needed to maintain the building water tight.

#### 1.23 TEMPORARY FENCES

- A. Construction fence: Provide a 6 foot high commercial grade chain link fence around construction site; equip with vehicular and pedestrian gates and locks.
1. Relocation of all fences and gates as required due to construction phasing. Relocations shall be provide at no additional cost to the Owner.
  2. Vehicular and Pedestrian Gates: Build into fence at approved locations. Provide gates with cross-bracing, and hung on heavy strap hinges with post and hook for double gates. Provide heavy hasps and padlocks.
    - a. Provide a set of keys to Owner's Project Manager to facilitate emergency access.
- B. Fence, General: Fence shall be industrial-grade, heavy-duty construction: Galvanized fabric with galvanized frame.
1. Chain link fabric shall be made of coated-steel, 9 gage (0.148 inch) core wire woven in 2-inch uniform mesh, height (roll width) to suit fence height, with bottom selvage knuckled, top selvage twisted, with woven fabric having a minimum breaking strength of 1290 pounds.
    - a. Privacy slats: Vinyl strips, sized to fit fabric weave, color as selected by Architect from manufacturer's full available range. Provide at fencing along public ways.
  2. Framework: Posts and rails shall be sized as detailed on the drawings , Type 1 seamless steel pipe, ASTM A-120, standard weight schedule 40, hydrostatic testing waived.
  3. Gate Posts: Standard weight pipe 2-7/8 inches OD nominal weight, 5.79 pounds per foot.
  4. Gate Frames: 2 inches OD standard weight pipe, 2.73 pounds. per foot with heavy malleable iron or pressed steel corner fittings securely riveted. Fabric to match the fence shall be installed in the frame by means of tension bars and hook bolts. Each frame to be equipped with 3/8 inches diameter adjustable truss rods.
  5. Bottom hinges to be ball and socket type designed to carry the weight of the gate on the post footing. Upper hinge to be wrap around adjustable type. All gates to be equipped for padlocking and with semi-automatic outer catches to secure gates in opened position.
  6. Fittings: Pressed steel or malleable iron, hot-dipped galvanized conforming to the requirements of ASTM A153. Tie wires shall be minimum nine-gage galvanized wire,. Attachment bolts shall be galvanized.
  7. Post Settings: Driven into ground. Temporary concrete bases may be considered where fencing is scheduled for relocation.

#### 1.24 HOISTING, STAGING, AND UNLOADING

- A. Subcontractors are responsible for provision of all hoisting, staging, bracing, scaffolding, and rigging required for completion of their work. Subcontractors shall comply with

applicable laws and regulations regarding construction of staging, operation of lifts, and any other applicable requirements.

- B. Subcontractors shall provide manpower and equipment necessary to accept delivery, unload, store as directed by Fontaine-Dimeo, protect, provide security, distribute, install in sequence directed by Fontaine-Dimeo, and clean any materials, systems and equipment furnished and installed by the subcontractor. Subcontractor shall provide the same except for the furnishing of materials to a common offloading point on site for any materials furnished by others and installed under the scope of work of subcontractor. Subcontractor shall document receipt of all materials, systems and equipment on forms acceptable to Fontaine-Dimeo.
- C. Subcontractors shall expect to leave out four areas on each floor to allow the load-in and load-out of materials. All work in this area will be performed out of sequence and near the completion of the project. Once the load-in areas are closed, subcontractors will be responsible for finding a suitable route to and from upper floors with materials. Elevators will not be made available.
- D. Take note of building access and make provisions to ensure that equipment and materials will fit through permanent doorways and or structure. Any work required to create openings such as removal of doors/windows or walls in areas where equipment will not fit through openings shall be paid for by the contractor requiring the opening/access.
- E. Shared staging will be provided in the auditorium for above ceiling work at an elevation determined by the CM for a maximum of 5 months. All above ceiling work shall be completed prior to scheduled scaffold removal date.
- F. Any contractor requiring a crane on site must have an FAA permit.

#### 1.25 POLLUTION CONTROL

- A. Provide methods, means, and facilities required to prevent contamination of soil, water, or atmosphere by, the discharge of noxious substances from construction operations.
  - 1. Comply with all applicable Federal, State, County, and municipal laws regarding pollution.
  - 2. Prevent pollution of streams, lakes, or reservoirs with fuels, oils, bitumens, calcium chloride, acids, waste products, effluents, chemicals or other harmful substances. Prevent from such substances from entering storm drains and sanitary sewers.
- B. Provide equipment and personnel, perform emergency measures required to contain any spillage and to remove contaminated soils or liquids.
  - 1. Excavate and legally dispose of any contaminated earth off-site, and replace with suitable compacted fill and topsoil.

#### 1.26 EROSION AND SEDIMENT CONTROL

- A. General: Comply with requirements with Division 31 – EARTHWORK and as specified herein. The more stringent requirements shall apply.
  - 1. Obtain all required permits from authorities having jurisdiction regarding erosion control and silt fence.
- B. Erosion and sediment control: Provide an erosion and sediment control program for minimizing erosion and siltation during the term of construction. The following minimum erosion control principles shall apply to the land grading and construction phases:
  - 1. Plan and execute construction by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.

- a. Stripping of vegetation, grading, or other soil disturbance shall done in a manner which will minimize amount of bare soil exposed at one time. Whenever feasible, natural vegetation shall be retained and protected.
  - b. Erosion control devices shall be installed as early as possible in the construction sequence prior to start of clearing and grubbing operations and excavation work.
  - c. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.
2. Sediment shall be retained on-site. Temporary erosion protection shall be accomplished by covering land with erosion protection materials, as appropriate for prevailing conditions.
- a. Use baled hay or straw to trap sediment and prevent sediment from clogging drainage systems. Handle baled units in manner to prevent from breaking apart.
  - b. Locate baled hay or straw where required and as directed by the Architect and stake bales to prevent overturning, flotation, or displacement.
  - c. Remove deposited sediment periodically.
  - d. Temporary seeding, mulching, or other suitable stabilization measures, shall be used to protect exposed critical areas during prolonged construction or other land disturbance, where the period of exposure will be greater than two (2) months.
3. Drainage provisions shall accommodate increased runoff resulting from modifications of soil and surface conditions during and after development or disturbance. Such provisions shall be in addition to existing requirements.
- a. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
4. Cut and fill slopes and stockpiled materials shall be protected to prevent erosion. Slopes shall be protected with permanent erosion protection when erosion exposure period is expected to be greater than or equal to six months, and temporary erosion protection when erosion exposure period is expected to be less than six months.
- a. Except where specified slope is indicated on Drawings, fill slopes shall be limited to a grade of 2:1 (horizontal:vertical) cut slopes shall be limited to a grade of 1-1/2:1.
  - b. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
5. Inspect and adjust erosion and sediment control devices twice each month and after each heavy rain. Remove silt if greater than 6 inches deep. Replace damaged or deteriorated items devices.
- a. Hay bales shall be inspected frequently and maintained or replaced as required to maintain both their effectiveness and essentially their original condition. Underside of bales shall be kept in close contact with the earth below at all times, as required to prevent water from washing beneath bales.
  - b. Sediment deposits shall be disposed to off-site, in a location and manner which will not cause sediment nuisance elsewhere.

#### 1.27 PEST CONTROL

- A. Provide rodent control as necessary to prevent infestation of construction and storage areas. Employ methods and use materials which will not adversely affect conditions at the site or on adjoining properties.

- B. Provide marked metal containers with lids for all edible rubbish and enforce their use by all employees. Empty containers and legally dispose of contents off site as required to maintain rodent control.
- C. If the Construction Manager's basic rodent control program proves to be ineffective, obtain the services of a professional exterminator, at no additional cost to the Owner .
- D. Should rodenticides be considered necessary, submit copies of proposed program to Owner and Architect. Use of rodenticide shall comply with manufacturer's published instructions and recommendations. Clearly indicate:
  - 1. Area or areas to be treated.
  - 2. Rodenticides to be used.
  - 3. Manufacturer's printed instructions.
  - 4. Pollution preventive measures to be employed.

#### 1.28 FIRE PREVENTION MEASURES

- A. Prior to commencement of work at the site, the Owner's Project Manager, Construction Manager shall meet with the Local Fire Marshal to plan site and building access in the event of fire.
  - 1. Access paths for heavy fire fighting equipment shall be laid out and maintained.
  - 2. Free access from streets to fire hydrants and to outside connections for standpipes, sprinklers or other fire extinguishing equipment shall be provided and maintained.
- B. The Construction Manager shall take all necessary precautions for the prevention of fire during construction. Install and maintain temporary fire protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways, and other access routes. Ascertain and comply with requirements of Project insurance carrier, local fire department and the state fire marshal.
  - 1. Maintain the area within contract limits orderly and clean.
    - a. Remove combustible rubbish promptly from the site and when required, store combustible materials in containers in fire-safe locations.
  - 2. Maintain clear access to exits from within the building.
  - 3. Smoking is not permitted in the building or adjacent areas.
- C. Establish procedures for fire protection for welding, cutting and open torch work, and other potentially hazardous operations. Obtain permission from local authorities having jurisdiction for such work as required by law. Provide special fire extinguishers at welding and torch cutting work.
  - 1. After Owner occupancy or partial occupancy: Maintain a fire watch when fire protection and warning systems have been temporarily de-activated. Maintain watch during all working hours for full period of de-activation.
  - 2. The Construction Manager will assign personnel to inspect all construction areas at the end of each day's work for fire hazards prior to lock-up.
- D. Provide for outside storage of gas tanks, sufficiently clear of any structure. Promptly remove welding and cutting equipment from the building when no longer required. Do not store welding or cutting materials within the building when work is not being performed.

- E. Permanent fire protection system may be activated to meet these requirements. Replace fusible link heads and other expended or discharged components at time of Substantial Completion.

#### 1.29 SECURITY MEASURES

- A. Protect Work, and Owner's, operations from theft, vandalism, and unauthorized entry.
- B. Initiate a security program in coordination with Owner's, existing security system at job mobilization.
  - 1. Maintain security program throughout construction period until Owner acceptance precludes the need for Construction Manager security
- C. Provide entry control:
  - 1. Restrict entrance of persons and vehicles into Project Site.
  - 2. Allow entrance only to authorized persons with proper identification.
  - 3. Maintain log of workmen and visitors, make available to Owner on request.
  - 4. Construction Manager shall control entrance of persons and vehicles.
  - 5. Owner will control entrance of persons and vehicles related to Owner's operations.
  - 6. Coordinate access of Owner's personnel to site in coordination, with Owner's security forces.
- D. Employ uniformed guard service to provide watchmen at site during all non-working hours.
- E. Do not allow cameras on site or photographs taken except by written approval of Owner.

#### 1.30 PROJECT IDENTIFICATION AND TEMPORARY SIGNAGE

- A. General: Signs other than those specified herein are not permitted, except those required by law or expressly authorized by the Owner.
  - 1. At all times during the project, signage must clearly direct occupants and the general public in the safe use of the building. Signs must clearly indicate areas of no admittance, and further must clearly define and direct users to building entries, exits, and other important destinations.
    - a. All such interim signage must be painted by a professional sign painter on 3/4-inch medium density overlay plywood with letters no less than 3 inches in height.
    - b. Coordinate required signage with Architect/Engineer.
- B. Project sign:
  - 1. Provide 8 foot wide by 4 foot high foot project sign of exterior grade MDO plywood and wood frame construction, painted, with self-adhesive color printed text with reproduction of building rendering. Architect will provide signage design.
    - a. Color prints for rendering shall be 3M Scotchprint marking film series 8640 or equal, 4 mil thickness, "ControlTac" vinyl film as manufactured by 3M company having a positionable pressure activated pigmented adhesive.
    - b. Overlay protecting film, Scotchprint Film, clear overlaminating film, as manufactured by 3M company.

2. Project sign shall include title of project, and names of Owner, Architect, Owner's Project Manager, professional subconsultants, Construction Manager.
  3. Project sign shall additionally include statement that project is partially funded by Massachusetts School Building Authority (MSBA).
  4. Erect on site at location established by Architect.
- C. Signage at perimeter of construction site: Provide clear and visible warning signage with appropriate language such as: "Prohibited Access – Hard Hat Only – No Admittance – Authorized personnel Only".
- D. Conservation sign: Provide and maintain painted white sign not less than two square feet or more than three square feet in size bearing the words "MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION, FILE NUMBER 349-1110". Locate sign where directed.
- 1.31 REMOVAL OF TEMPORARY UTILITIES, CONTROLS, AND FACILITIES
- A. Remove temporary materials and construction prior to Substantial Completion.
    1. Do not remove erosion control devices until after all disturbed earth has been paved or vegetated.
  - B. Remove underground work and compacted materials to a depth of 2 feet; fill and grade site as specified.
  - C. Restore permanent facilities used during construction to specified condition.
  - D. Clean and repair damage caused by installation or use of temporary work.

**PART 2 - PRODUCTS** (Not Used)

**PART 3 - EXECUTION** (Not Used)

End of Section

Section 01 56 39  
TEMPORARY TREE AND PLANT PROTECTION

**PART 1 - GENERAL**

1.1 GENERAL PROVISIONS

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

1.2 DESCRIPTION OF WORK

- A. Scope of work:
1. Protection of existing trees and plants from damage as a result of the Contractor's operations including, but not limited to:
    - a. Tree protection fencing.
    - b. Root pruning, hazard pruning, deep root hydration, mulching, construction pruning and maintenance.
    - c. Contractor is to review 'Tree Assessment Summary Report' as submitted by Davey Resource Group dated 5.20.21 to review specific recommendations of trees noted along the east side/east side trail of the property. Tree Protection and Preparation drawing submitted within the contract documents corresponds to information provided in the Report noted.

1.3 RELATED SECTIONS

- A. Examine Contract Documents for requirements that affect work of this Section. Other Specification Sections that directly relate to work of this Section include, but are not limited to:
1. Section 31 10 00, SITE CLEARING
  2. Section 31 20 00, EARTH MOVING
  3. Section 32 91 19, LANDSCAPE GRADING

1.4 REFERENCES

- A. Comply with applicable requirements of the following standards. Where these standards conflict with other specified requirements, the most restrictive shall govern:

American National Standards Institute (ANSI):

Z133.1	Safety Requirements for Pruning, Trimming, Repairing, Maintaining and Removing Trees, and for Cutting Brush.
A300	Tree Care Operations - Tree, Shrub And Other Woody Plant Maintenance - Standard Practices (All Parts)

2. International Society of Arboriculture (ISA):

Guide	Guide for Establishing Values of Trees and Other Plants
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3. TCIA -- Tree Care Industry Association, Inc. (TCIA):

Ref. 1	Pruning Standards for Shade Trees
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1.5 SUBMITTALS

- A. Prepare and submit drawings indicating the extent of tree protection fencing required.
- B. Proposed methods, and schedule for effecting tree and plant protection shall be submitted for approval.
- C. Proposed methods, materials, and schedule for root pruning, construction pruning, and tree fertilization, in accordance with ANSI A300 Tree Management standards specification writing guidelines, shall be submitted by Certified Arborist for approval.
- D. A Certified Arborist may be hired by the contractor to review various site conditions and perform work as listed in these specifications. In this case Arborist qualifications shall be submitted for Architect's review and approval.

1.6 QUALITY ASSURANCE

- A. Tree Service Firm Qualifications: An experienced tree service firm that has successfully completed tree protection and trimming work similar to that required for this Project and that will assign an experienced, qualified arborist to Project site during execution of tree protection and trimming.
- B. All tree work shall be performed by a professional Certified Arborist with a minimum five years experience, who has successfully completed a certification program equal to the Massachusetts Certified Arborist (MCA) program/examination sponsored by the Massachusetts Arborists Association, 8-D Pleasant Street, South Natick, MA 01760; (508) 653-3320, Fax (508) 653-4112, Email: [MaarbAssn@aol.com](mailto:MaarbAssn@aol.com)
- C. Arborist shall have the following minimum qualifications:
  - 1. Membership in:
    - a. TCIA -- Tree Care Industry Association, Inc. b. ISA – International Society of Arborists
  - 2. Meet state requirements for insurance.
  - 3. Licenses for application and use of pesticides.

1.7 DAMAGE PENALTIES

- A. Certain specimen trees within the construction areas and in other key locations will be identified by the Owner and the Architect, and marked with red tags. Loss of any of these trees will result in fines assessed at \$20,000 per tree. Damage to or

loss of all other trees on the property will be assessed at the rate of \$400 per inch caliper of the tree.

- B. A fine of \$2,500 will be levied against the Contractor for each incident of construction or disturbance inside tree protection areas. This includes any equipment, materials, etc. or any damage to tree protection fencing.
- C. Damages to trees, shrubs, and other vegetation will be assessed by the Architect and Owner in accordance with the ISA Guide.
- D. Trees or roots visibly damaged will cause the Owner to withhold from the Contractor an assessed amount conforming to the requirements stipulated above for a period of two years. After that period the impact of the damage to any tree will be assessed accordingly.
- E. If any trees or shrubs designated to be saved are damaged and replacement is required, a number and diameter of trees or shrubs of the same species and variety, as specified by the Owner and Architect, shall be furnished and planted by the Contractor. The total inch diameter of the replacement trees or shrubs shall equal the diameter of the tree or shrub to be replaced.

## **PART 2 - PRODUCTS**

### **2.1 TREE PROTECTION FENCING**

- A. Tree protection fencing shall be the following:
  - 1. Galvanized chain link fencing, 6 ft. high.
  - 2. Fabric shall be a good commercial quality of steel wire of 2 in. mesh and 11 gauge.
  - 3. Fittings shall be malleable iron casting, wrought iron forgings, or pressed steel and provided with pin connections. Equipment shall be designed to carry 100% overload.
  - 4. Piping shall be steel conforming to ASTM A 120 except that pipe shall be unthreaded and untested for water pressure.
- B. Stakes for fencing shall be 9 ft. galvanized steel posts, driven a minimum of 3 ft. into the ground. Posts shall be spaced 10 ft. o.c. maximum.
  - 1. No fence posts shall be driven until underground utilities have been located by "DigSafe 811". Concrete or weighted bases may be acceptable alternatives used for surface mounting. Review with Architect for approval.
- C. For fencing within the drip line of trees, surface mounted post anchors may be acceptable. Review with Architect to obtain written approval prior to installing. Post installation shall not damage tree root systems.

### **2.2 ROOT PRUNING**

- A. Peat moss and bark mulch materials shall be as specified under Section 329300, TREES PLANTS, AND GROUND COVERS.
- B. Liquid fertilizer to be applied to root pruned and construction pruned trees as recommended by the arborist or shall be Peters M 77 Sequestered-Chelated

Soluble Fertilizer manufactured by W.R. Grace and Co., Cambridge, MA 02140, Gold Start Liquid Fertilizer, manufactured by Nutra-Flo Company, 1919 Grand Ave, Sioux City, IA 51106-5708; Phone: 712-277-2011; 800-831-4815; Fax: 712-279-1946; Agro- Culture Liquid Fertilizer, manufactured by Agro-Culture Liquid Fertilizers, 3055 W. M-21, P.O. Box 150, St. Johns, Michigan 48879; 1-800-678-9029, or approved equal. Liquid fertilizer shall be approved by Landscape Architect or Certified Arborist.

- C. Dormant oil spray shall be a dormant miscible spray equal to Sunspray, Scalecide, or Volck Oil.
- D. Insecticide shall be EPA approved for the intended use and the names should be provided to, and approved by the Landscape Architect prior to use.

### **PART 3 - EXECUTION**

#### **3.1 PROTECTION FOR EXISTING TREES TO BE PRESERVED:**

- A. All trees to be preserved on the property shall be protected against damage from construction operations and storage of materials.
  - 1. Includes associated understory and areas within dripline of the tree.
  - 2. Trees to remain shall be reviewed by a certified arborist and pruned for Hazard protection removing any crossed, broken or potentially dangerous limbs. Pruning shall be reviewed on site with the landscape architect and arborist who will be performing the pruning work.
- B. Only those trees located within the limit of work to be constructed as indicated, shall be removed.
  - 1. All trees to remain shall be flagged for review after the location of improvements to be constructed are staked in the field.
  - 2. Any tree to be removed shall be reviewed by the Architect and Owner for approval prior to removal.
- C. Erect fencing and armor protection prior to beginning any clearing, demolition or construction activity, and unless otherwise instructed, maintain in place until construction is completed.
  - 1. Obtain approval of installation of tree barricade fencing from Owner and Architect prior to the initiation of any removal of vegetation and construction.
  - 2. Tree protection barricade shall be erected at the edge of the dripline except in extreme circumstances and with the approval of the Architect, fencing may be located within the root protection zone:
    - a. For trees 10 inch caliper and less, the minimum distance the barrier shall be erected is ten (10) feet from the trunk of tree or clump of trees.
  - 3. Trees immediately adjacent to and within one hundred feet (100) of any construction activities are to be protected by barricade fencing; subject to approval of the Architect and Owner.
  - 4. Trees exposed to construction activity within the dripline or within twenty-five (25) feet of any construction activity are to have trunks protected with tree armor in addition to barricade fencing.

5. The tree protection barricade shall be placed before any excavating or grading is begun and maintained for the duration of the construction work unless otherwise directed.
  6. No material shall be stored or construction operation shall be carried on within the tree protection barricade or within tree dripline.
  7. Tree protection barricade shall remain until all work is completed.
  8. Remove tree protection barricade at commencement of finish grading.
  9. Remove tree armor immediately prior to Substantial Completion.
- D. Where tree protection fencing is within the dripline of the tree, protect tree trunk with tree armor to a height of 8' or to the limits of lower branching (when exposed to construction activity within the drip line) with 2x4's butted side to side completely around trunk.
1. Wire wrap do not nail, around trees.
- E. Protect trees that are to remain, whether within barricade fencing or not, from the following:
1. Compaction of root area by equipment or material storage; construction materials shall not be stored closer to trees than the farthest extension of their limbs (dripline).
  2. The proposed finished grade within the root protection zone (RPZ) of any preserved tree shall not be raised or lowered.
    - a. Retaining methods can be used to protect and/or provide lateral support to the area outside the root protection zone.
  3. Trunk damage by moving equipment, material storage, nailing or bolting.
  4. Strangling by tying ropes or guy wires to trunks or large branches.
  5. Poisoning by pouring solvents, gas, paint, etc., on or around trees and roots.
  6. Cutting on roots by excavating, ditching, etc.
    - a. Prior to excavation within the tree drip lines or the removal of trees adjacent to other trees that are to remain, make a clean cut between the disturbed and undisturbed root zones with a rock saw or similar equipment to minimize root damage to be performed by Certified Arborist.
    - b. Refer to EXCAVATION AROUND TREES for additional information.
  7. Damage of branches by improper pruning.
  8. Drought from failure to water or by cutting or changing normal drainage pattern past roots. Contractor shall provide means as necessary to ensure positive drainage.
  9. Changes of soil pH factor by disposal of lime base materials such as concrete, plaster, lime treatment at pavement subgrade, etc. When installing concrete adjacent to the root zone of a tree, use a minimum 6 mil. plastic vapor barrier behind the concrete to prohibit leaching of lime into the soil.
  10. Do not cut roots 1" in diameter or greater without approval of Owner's Representative. All excavation and earthwork within the RPZ of trees shall be done by hand and performed by a Certified Arborist.

11. Protect all existing trees near areas to be stabilized from underground contaminations by placing a 6 mil. Plastic film barrier along exposed vertical cut extending a minimum 12" into undisturbed subgrade below depth of stabilization.
  12. No vehicular traffic shall occur within the drip line of any tree; including parking of vehicles.
  13. No soil shall be spread, spilled or otherwise disposed of under any tree within the Root Protection Zone as defined below.
- F. Any damage done to existing tree crowns or root systems shall be repaired by the Arborist to the satisfaction of the Architect and Owner's Representative.
1. Broken branches shall be cut cleanly.
  2. Any roots cut shall be cut cleanly with a saw other means approved by the Architect and Owner's Representative.
- G. Damages to trees caused through negligence of Contractor or his employees will be assessed by Owner and Project Arborist as described in Paragraph 1.07.
- 3.2 ROOT PROTECTION ZONE:
- A. ROOT PROTECTION ZONE (RPZ).
1. No disturbance shall occur closer to the tree than one-half the radius of the RPZ or within five (5) feet of the tree whichever is greater.
- 3.3 ROOT PROTECTED ZONE IMPACTS:
- A. Those trees to remain which have some encroachment on their protected root zone as indicated on the drawings shall have the following maximum allowable impacts:
1. Minimum Protection Criteria 'A': No disturbance of natural grade, e.g. trenching or excavation, can occur closer to the tree than one-half the radius of the RPZ or within five (5) feet of the tree whichever is greater.
  2. Minimum Protection Criteria 'B': No cut or fill greater than three (3) inches will be located closer to the tree trunk than ½ the RPZ radius distance.
- B. Trees impacted shall have a minimum of a six (6) inch layer of mulch placed and maintained over the root protection zone and the undisturbed area within the dripline.
1. Immediate pruning and fertilization shall occur per the pruning and fertilization sections of this specification.
  2. Provide water in a slow drip manner to impacted trees as approved by the Architect and Owner's Representative.
  3. Provide water to apply equivalent to 1 inch once per week to deeply soak in over the area within the dripline of the tree during periods of hot, dry weather.
  4. Spray tree crowns periodically to reduce dust accumulation on the leaves.
- 3.4 EXCAVATING AROUND TREES
- A. Excavate within the dripline of trees only where required by the drawings and when absolutely necessary.

1. Any excavation within the RPZ of trees shall be under the direction of the Arborist.
  2. Arborist shall be at site at all times while excavation is occurring within the RPZ.
  3. Air spade all soil removals within the RPZ.
  4. Refer to ROOT PROTECTION ZONE.
- B. When excavating for new construction is required within the RPZ, air spade and hand excavate to minimize damage to root systems.
1. Use narrow tine spading forks and comb soil to expose roots.
  2. Relocate roots back into backfill areas wherever possible.
  3. If large main lateral roots are encountered, expose beyond excavation limits as required to bend and relocate without breaking.
  4. If root relocation is not practical, clean cut roots by arborist approximately three (3) inches back from new construction.
- C. Where existing grade is above new finish grade, carefully excavate within the dripline to the new finish grade.
1. Carefully hand excavate an additional six (6) inches below the finish grade.
  2. Use narrow tine spading forks to comb the soil to expose the roots, and prune the exposed root structure as recommended by the Arborist.
  3. Keep the exposed roots damp.
  4. Treat the cut roots as specified and as recommended by the Arborist.
  5. After pruning and treatment of the root structure is complete, backfill to finish grade with eight (8) inches of approved plant mix.
- D. Where noted on plan, use airspade to expose roots for required cutting to accommodate hardscape elements. Architect to verify all cuts prior to proceeding.
- E. Temporarily support and protect roots against damage and covered with recommended landscape material.
- 3.5 INSTALLATION OF FENCING
- A. Prior to start of demolition work and clearing and grubbing operations, tree protection fencing shall be installed in accordance with Paragraph 3.1C.
- 3.6 ROOT PRUNING
- A. Where construction will occur within drip line of existing trees designated to remain, roots shall be pruned in accordance with ANSI A300.
- B. All root pruning shall be done by Certified Arborist only. Trenching, vibrating plow, and stump grinding are NOT suitable means for root pruning.
- C. Roots greater than 1 in. diameter shall be pruned by means of a hand saw, or other approved means.
- D. Install root protection measures as prescribed by Certified Arborist.

3.7 CROWN REDUCTION AND HAZARD PRUNING

- A. Crown reduction pruning shall be performed in accordance with ANSI A300 Part 1 Pruning standards using the Reduce Method (7.4). A written description or field review that details the location and size of branches to be removed shall be approved by the Architect and Certified Arborist prior to the start of work.
- B. Hazard pruning shall be performed on any tree to remain within the Limit of Work, a minimum of 20' beyond the limit of work or any tree having crown overhang the construction limits.

3.8 FERTILIZATION AND INSECT SPRAYING

- A. Root pruned and construction pruned trees shall be treated with liquid fertilizer, dormant oil spray, and insecticide as prescribed by Certified Arborist.
- B. Liquid fertilizer shall be applied at a rate recommended by the manufacturer and as required by ANSI A300 Part 2 Soil Management standards.
- C. Dormant oil spray shall be applied in early spring before buds begin to swell at a rate recommended by the manufacturer.
- D. Insecticide spray shall be applied twice to root pruned trees following application of dormant oil spray. Spray insecticide at rates recommended by spray manufacturer at intervals appropriate for effective insect control.

3.9 REMOVAL OF PROTECTION

- A. All protection shall remain in place throughout the construction period. Remove protection devices only after written permission has been granted by the Architect.

END OF SECTION

Section 01 60 00  
PRODUCT REQUIREMENTS

**PART 1 - GENERAL**

1.1 SECTION INCLUDES

- A. Definition of Terms
- B. Basic product requirements.
- C. General environmental requirements for products.
- D. Recycled content of materials.
- E. Regional materials.
- F. Sustainable wood, chain of custody.
- G. Owner furnished products.
- H. Product delivery and handling requirements.
- I. Product storage and protection requirements.
- J. Construction waste management.

1.2 RELATED SECTIONS

- A. Section 01 25 13 –PRODUCT SUBSTITUTION PROCEDURES:
  - 1. Product options.
  - 2. Product substitution procedures.
- B. Section 01 33 29 - SUSTAINABLE DESIGN REPORTING: Special administrative and procedure requirements related to the Owner's *LEED v4*, *LEED for Building Design and Construction*, *LEED BD+C: Schools* rating system certificate goals of energy conservation and efficiency, indoor air quality, and natural resource efficiency.
- C. Section 01 74 19 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL: Procedural and administrative requirements for construction and demolition recycling.

1.3 DEFINITION OF TERMS

- A. "Products" is defined as new material, machinery, components, equipment, fixtures, and systems used in the Work. Products do not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for re-use.
- B. "Materials" are products that are shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the Work.
- C. "Equipment" is a product with operational parts, whether motorized or manually operated, that requires service connections such as wiring or piping.

- D. Definitions in this article are not intended to negate the meaning of other terms used in Contract Documents, including "specialties", "systems", "structure", "finishes", "accessories", "furnishings", "special construction", and similar terms, which are self-explanatory and have recognized meanings in the construction industry.

#### 1.4 BASIC PRODUCT REQUIREMENTS

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
1. Where possible utilize materials harvested and manufactured regionally, within a 500-mile radius of the project site. Refer to Regional Materials Article herein this Section.
- B. To the fullest extent possible, provide products of the same kind, from a single source.
- C. Provide interchangeable components of the same manufacturer, for similar components.
- D. When the Construction Manager has the option of selecting two or more products, ensure that products selected shall be compatible with products previously installed or approved.
- E. Provide all products complete with all accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for the intended use and effect.
- F. Galvanic Corrosion: Install materials in manner which will effectively isolate dissimilar metals which may potential for galvanic corrosion. Use non-absorptive dielectric material, isolation coatings, or other protective isolator approved by Architect.
- G. Fasteners, Anchors, and Connections: Provide all fasteners, anchors, and connections needed to safely, securely, and appropriately secure all Work permanently in place.
1. General: The Contractor is solely responsible for the capacity, suitability, adequacy, and safety of all welded, fastened and anchored connections.
    - a. Comply with applicable code requirements regarding fastener selection and installation.
    - b. Provide at least two fasteners for each individual item being fastened.
    - c. Utilize fastener manufacturer's published load tables for working loads to assist in determining fastener size and space. Do not use ultimate load capacity in determining fastener selections.
    - d. Provide a minimum safety factor of 4.
    - e. Select and utilize fasteners having minimum galvanic corrosion factor.
    - f. Hydrogen embrittlement prevention:
      - 1) Do not use high-strength and low-alloy fasteners which have been subjected to an acid pre-treatment (because they can become brittle and fail), utilize instead equivalent capacity and size bi-metal, stainless steel or high strength aluminum fasteners, as appropriate to the conditions and materials where being used.
      - 2) Utilize low-hydrogen electrodes for welding high-strength steels to prevent hydrogen embrittlement.
  2. To permit the Construction Manager control over means and methods, some fastener conditions may not be fully defined in the Contract Documents. In particular, individual

specification sections that require delegated independent engineering. In such instances the Construction Manager is fully responsible to determine method of fastening appropriate for each condition. The Construction Manager shall take into consideration substrate material(s) and product(s) being fastened, live and dead loading, and both atmospheric and visual exposure considerations. Construction Manager is responsible to determine fastener type, material, finish, size, diameter, length and spacing.

3. Torque structural fasteners as recommended by fastener manufacturer, or as otherwise specified in the Contract Documents.
4. The Construction Manager is solely responsible for the capacity, suitability, adequacy, and safety of all welded, fastened and anchored connections.

H. Permanent Labels and Nameplates:

1. Restrictions:
  - a. Do not provide labels, nameplates, or trademarks which are not required by code, or regulations.
  - b. Do not provide labels, nameplates or trademarks when individual specification sections specifically exclude them.
  - c. Do not expose manufacturers, suppliers, or installer's name, logo, or trade names on normally visible surfaces.
2. Location for required labels: Required labels, approval plates and stamps shall be located on a concealed surface, or where required for observation after installation on accessible non-conspicuous surface.
3. Data Plates: Provide permanent data plate on each item of service-connected or power-operated equipment.
  - a. Data Plate Information: Include manufacturer, model, serial number, date of manufacture, capacity, ratings, power requirements, and all other similar essential data.
  - b. Locate data plates on easily accessible surface that is inconspicuous in occupied spaces.

1.5 GENERAL ENVIRONMENTAL REQUIREMENTS FOR PRODUCTS

- A. General: Comply with LEED Certification requirements and as specified herein. Prohibit the use of or incorporation into the work of materials which contain toxic, hazardous and harmful materials.
1. Hazardous materials: Defined as pesticides, biocides, and carcinogens as listed by recognized authorities, such as the Environmental Protection Agency (EPA), the International Agency for Research on Cancer (IARC) or regulated under OSHA Hazard Communication Standard, 29 CFR 1910.1200.
  2. Harmful materials: Defined as materials which contain the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances; or degrade the utility of the environment for aesthetic, cultural, or historical purposes.
  3. Owner restricted materials: Defined as all products to which the Owner has a reasonable objection because of its content, composition, properties, or characteristics.

- B. Vapors, Gases, Fumes, Odors:
1. General: Comply with all state and federal VOC requirements. Where ever possible use non-VOC materials.
    - a. Limit use of products to the greatest extent possible which have "off-gassing", fumes, flammability, and other harmful characteristics.
      - 1) Prohibit use of products which contain substances that contribute significantly to the production of photochemical smog, tropospheric ozone, or poor indoor-air quality.
    - b. Limit use of ozone-depleting compounds to the greatest extent possible. An ozone-depleting compound is any compound with an ozone-depletion potential greater than 0.01 (CFC 11 = 1).
    - c. Use organic and biodegradable cleaners to the greatest extent possible.
  2. Do not install, use for installation, and use for cleaning those materials which may produce objectionable (to Owner and public) vapors, gases, fumes, odors, or similar conditions.
  3. Do not install or use products which may have possible chemical or biological reactions with other on-site materials.
- C. Toxicity of prefabricated wood products (composite wood and agrifiber products): Products shall contain no added urea-formaldehyde resins.
1. Laminating adhesives used to fabricate on-site and shop-applied composite wood and agrifiber assemblies shall contain no added urea-formaldehyde resins.
- D. Adhesives: Provide adhesives approved by the manufacturers of the products being adhered which are low-VOC or no-VOC, non-flammable, waterproof after cured, odor free and comply with LEED certification requirements.
1. All adhesives, sealants and sealant primers used on the interior of the building (defined as inside of the weatherproofing system and applied on-site) shall comply with the requirements of the South Coast Air Quality Management District (SCAQMD) Rule 1168 VOC limits, Less Water and Less Exempt Compounds and Green Seal GS-36 Aerosol Adhesives VOC Limits.
    - a. South Coast Air Quality Management District (SCAQMD) Rule 1168 VOC limits, Less Water and Less Exempt Compounds:
      - 1) Architectural Applications VOC Limit [g/L less water]
        - a) Indoor Carpet Adhesives 50
        - b) Carpet Pad Adhesives 50
        - c) Wood Flooring Adhesives 100
        - d) Rubber Floor Adhesives 60
        - e) Subfloor Adhesives 50
        - f) Ceramic Tile Adhesives 65
        - g) VCT & Asphalt Adhesives 50
        - h) Drywall & Panel Adhesives 50
        - i) Cove Base Adhesives 50
        - j) Multipurpose Construction Adhesives 70
        - k) Structural Glazing Adhesives 100
      - 2) Specialty Applications VOC Limit [g/L less water]

- a) PVC Welding 510
- b) CPVC Welding 490
- c) ABS Welding 325
- d) Plastic Cement Welding 250
- e) Adhesive Primer for Plastic 550
- f) Contact Adhesive 80
- g) Special Purpose Contact Adhesive 250
- h) Structural Wood Member Adhesive 140
- i) Sheet Applied Rubber Lining 850
- j) Top & Trim Adhesive 250
- 3) Sealants VOC Limit [g/L less water]
  - a) Architectural 250
  - b) Other 420
- 4) Substrate Specific Applications VOC Limit [g/L less water]
  - a) Metal to Metal 30
  - b) Plastic Foams 50
  - c) Porous Material (except wood) 50
  - d) Wood 30
  - e) Fiberglass 80
- 5) Sealant Primers VOC Limit [g/L less water]
  - a) Architectural Non Porous 250
  - b) Architectural Porous 775
  - c) Other 750
- 2. Green Seal GS-36 Aerosol Adhesives VOC Limits:
  - a. Aerosol Adhesives VOC Limit [g/L less water]  
by weight
    - 1) General purpose mist spray 65% VOCs
    - 2) General purpose web spray 55% VOCs
    - 3) Special purpose aerosol adhesives (all types)  
70% VOCs
- E. Carpet systems: Refer to Section 09 68 00 - Carpeting for VOC requirements.
- F. Interior Paints: Provide products that comply with specified VOC limits, refer to Section 09 91 00 – PAINTING for additional requirements.
  - 1. For interior applications use paints and coatings that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA method 24) and the chemical restrictions (Restricted Components listed below) of Green Seal Standard GS-11, Paints, First Edition, May 20, 1993; Green Seal Standard GC-03, Anti-Corrosive Paints, Second Edition, January 7, 1997; and South Coast Air Quality Management District Rule 1113, Architectural Coatings, rules in effect on January 1, 2004, as follows:
    - a. Green Seal GS-11 Limits for Interior Paints:
      - 1) Flat Paints and Coatings: VOC not more than 50 g/L.
      - 2) Non-Flat Paints and Coatings: VOC not more than 150 g/L.
    - b. Green Seal GS-03 Limits for Anti-Corrosive Coatings:

- 1) Anti-Corrosive Coatings (Gloss, Semi-Gloss and Flat): VOC not more than 250 g/L.
- c. South Coast Rule #1133 VOC Limits for Architectural Coatings:
  - 1) Bond breakers: VOC not more than 350 g/L.
  - 2) Clear wood finishes:
    - a) Varnishes: VOC not more than 350 g/L.
    - b) Sanding sealers: VOC not more than 350 g/L.
    - c) Lacquer: VOC not more than 550 g/L
  - 3) Clear brushing lacquers: VOC not more than 680 g/L.
  - 4) Concrete curing compounds: VOC not more than 350 g/L.
  - 5) Dry-fog coatings: VOC not more than 400 g/L.
  - 6) Fireproofing exterior coatings: VOC not more than 350 g/L.
  - 7) Fire retardant coatings:
    - a) Clear: VOC not more than 650 g/L.
    - b) Pigmented: VOC not more than 350 g/L.
  - 8) Graphic art (sign) coatings: VOC not more than 500 g/L
  - 9) Industrial maintenance (IM) coatings: VOC not more than 250 g/L.
  - 10) High temperature (IM) coatings: VOC not more than 420 g/L.
  - 11) Zinc rich (IM) primers: VOC not more than 100 g/L.
  - 12) Japans/faux finishing coatings: VOC not more than 350 g/L.
  - 13) Magnesite cement coatings: VOC not more than 450 g/L.
  - 14) Mastic coatings: VOC not more than 300 g/L.
  - 15) Metallic pigmented coatings: VOC not more than 500 g/L.
  - 16) Multi-color coatings: VOC not more than 250 g/L.
  - 17) Pigmented lacquer: VOC not more than 550 g/L.
  - 18) Pre-treatment wash primers: VOC not more than 420 g/L.
  - 19) Primers, sealers and undercoaters: VOC not more than 200 g/L.
  - 20) Quick-dry enamels: VOC not more than 250 g/L.
  - 21) Quick-dry primers sealers and undercoats: VOC not more than 200 g/L.
  - 22) Recycled coatings: VOC not more than 250 g/L.
  - 23) Rust preventative coatings: VOC not more than 400 g/L.
  - 24) Shellac-Clear: VOC not more than 730 g/L.
  - 25) Shellac-Pigmented: VOC not more than 550 g/L.
  - 26) Specialty primers: VOC not more than 350 g/L.
  - 27) Stains: VOC not more than 250 g/L.
  - 28) Sealers:
    - a) Waterproofing sealers: VOC not more than 250 g/L.
    - b) Waterproofing concrete and masonry sealers: VOC not more than 400 g/L.
  - 29) Wood preservatives: VOC not more than 350 g/L.
- G. Sealants: Provide products that comply with specified VOC limits. Refer to Section 07 92 00 – JOINT SEALANTS for additional requirements.
  1. Only use sealant and primers that comply with the following limits for VOC content:
    - a. Architectural Sealants: 250 g/L.

- b. Roofing Sealants: 450 g/L
  - c. Roadway Sealants: 250 g/L.
  - d. Sealant primer: 250 g/L
  2. Sealants containing aromatic solvents, fibrous talc, formaldehyde, halogenated solvents, mercury, lead, cadmium, chromium and their compounds, are not permitted.
  3. Avoid the use of the following products: Butyl Rubber; Solvent Acrylic; Neoprene; Styrene Butadiene Rubber; Nitril.
- H. Material Safety Data Sheets (MSDS): Obtain and maintain on-site record data sheets for each product brought onto the Site.
1. Maintain an organized file of Material Safety Data Sheets at the job-site for quick reference.
  2. Furnish MSDS for all finishes, paints, coatings, curing compounds, sealers, adhesives, mastics, waterproofing, dampproofing, sealants, cleaning chemicals, carpets, upholstery, fabrics and all similar products.
- I. Cleaning and maintenance products:
1. Provide data on manufacturers' recommended maintenance, cleaning, refinishing and disposal procedures for materials and products utilized. These procedures are for final Construction Manager cleaning of the project prior to substantial completion and for provided materials and products as required by the specific specification sections.
    - a. Where chemical products are recommended for these procedures, provide documentation to indicate that no component present in the cleaning product at more than 1% of the total mass of the cleaning product is a carcinogen or reproductive toxicant as defined in the lists in this specification section.
    - b. For purposes of reporting, identification of product VOC contents shall not be limited to those regulated.
  2. Avoid cleaning products containing alpha-pinene, d-limonene or other unsaturated carbon double bond alkenes due to chemical reactions with ozone to form aldehydes, acidic aerosols, and ultra fine particulate matter in indoor air.
- J. Establish written Construction Manager's safety and emergency response procedures for safety precautions, accidents, emergency conditions, and clean-up methods.

#### 1.6 OWNER'S PROPRIETARY PRODUCTS

- A. Owner's proprietary products: Under provisions of Massachusetts General Laws, Chapter 30, Section 39M(b) the Owner has determined that specific products shall be proprietary for 'sound reasons in the public interest'. This determination has been made under vote of the Building Committee, and has been recorded in writing for public record.
- B. The following products are designated as proprietary:
1. Automatic temperature controls: Alerton/ABS.
  2. Condensing boilers: Lochinvar "Crest".
  3. Access control and video surveillance (with Axis camera): Genetec Unified Security System.
  4. Point of sale system at Cafeteria: Mosaic.

5. Non-interchangeable core key cylinders: Corbin-Russwin.
6. IP Telephone system: ShoreTel.
7. Network switches: HP.
8. Wireless access points: Cisco "Meraki".
9. Document cameras: Epson.
10. Interactive ultra-short-throw projectors with laser light source: Epson "Brightlink".

## 1.7 OWNER FURNISHED PRODUCTS

- A. Owner Furnished Products: As provided in the General Conditions, the Owner will provide products by others under a separate agreements.
1. Owner's responsibilities regarding Owner furnished products:
    - a. Arrange for and deliver Owner reviewed shop drawings, product data, and samples to Construction Manager.
    - b. Arrange and pay for product delivery to site.
    - c. On delivery, inspect products jointly with Construction Manager.
    - d. Submit claims for transportation damage, and replace damaged, defective, or deficient items.
    - e. Arrange for manufacturers' warranties, inspections, and service agreements.
  2. Construction Manager's responsibilities regarding Owner furnished products:
    - a. Review Owner reviewed shop drawings, product data, and samples to Construction Manager.
    - b. For Owner-Furnished, Construction Manager Installed (OFCl) Products: Receive and unload products at site, inspect for completeness or damage, jointly with Owner.
    - c. Handle, store, and provide temporary protection.
    - d. Repair or replace items damaged after receipt.
    - e. As required by this Contract, finish, install, and clean products.
    - f. Provide protection of installed work.
    - g. When not installed under this Contract, the Construction Manager shall coordinate Owner installed work with interfacing work of this Contract. The Construction Manager shall provide temporary protection and final cleaning of Owner installed products, except as directed otherwise.
  3. Items noted in Drawings as "Not in Contract" or "NIC", identify work or products which are furnished by Owner; such work requires coordination with the Work of this Contract and may require installation by the Construction Manager.
- B. The Construction Manager has coordinating responsibility for Testing laboratory services as identified under Section 01 45 29 - TESTING LABORATORY SERVICES and as specified under individual specification sections.

## 1.8 PRODUCT DELIVERY AND HANDLING REQUIREMENTS

- A. Transport and handle products in accordance with manufacturer's instructions and as specified in individual specification sections.

1. Packing: Arrange for the return of packing materials, such as wood pallets, where economically feasible.
  2. Ductwork: As a prerequisite requirement for Massachusetts CHPS, all ductwork shall be sealed from time of manufacturer, with seals intact upon delivery to construction site, and remain so, until ready for installation. Construction Manager is jointly responsible with Trade Contractor to ensure ducts are properly sealed and maintained.
    - a. Store ductwork in clean dry conditions and keep sealed while it is stored.
- B. Packaging: Deliver materials in recyclable or in reusable packaging such as cardboard, wood, paper, or reusable blankets, which will be reclaimed by supplier or manufacturer for recycling.
1. General: Minimize packaging materials to maximum extent possible while still ensuring protection of materials during delivery, storage, and handling.
    - a. Unacceptable Packaging Materials: Polyurethane, polyisocyanurate, polystyrene, polyethylene, and similar plastic materials such as “foam” plastics and “shrink-fit” plastics.
    - b. Reusable Blankets: Deliver and store materials in reusable blankets and mats reclaimed by manufacturers or suppliers for reuse where program exists or where program can be developed for such reuse.
      - 1) Non-returnable containers should be donated to local and community organizations to the greatest extent possible to reduce quantity of disposed materials.
    - c. Pallets: Where pallets are used, suppliers shall be responsible to ensure pallets are removed from site for reuse or for recycling. Avoid use of virgin wood pallets whenever possible. It is preferable that pallets be manufactured from recycled wood and recycled plastic.
    - d. Corrugated Cardboard and Paper: Where paper products are used, recycle as part of construction waste management recycling program, or return to material's manufacturer for use by manufacturer or supplier.
    - e. Sealants, Paint, Primers, Adhesives, and Coating Containers: Return to supplier or manufacturer for reuse where such program is available.
  2. Purchase materials in bulk where possible. Take measures to avoid individual packaging for volume purchases.
- C. Labeling of plastics used for packaging: Plastic is marked by manufacturers for type of plastic material in accordance with the Society of Plastic resin codes. Maintain marks, or sort by manufacturer's resin codes for recycling purposes.
1. Type 1: Polyethylene Terephthalate (PET, PETE).
  2. Type 2: High Density Polyethylene (HDPE).
  3. Type 3: Vinyl (Polyvinyl Chloride or PVC).
  4. Type 4: Low Density Polyethylene (LDPE).
  5. Type 5: Polypropylene (PP).
  6. Type 6: Polystyrene (PS).

7. Type 7: Other. Use of this code indicates that the package in question is made with a resin other than the six listed above, or is made of more than one resin listed above, and used in a multi-layer combination.
- D. Schedule deliveries to avoid delays in installation of products, to minimize long-term storage, to prevent overcrowding of construction spaces and to limit potential damage to stored materials. Coordinate with installation to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.
- E. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- F. Provide equipment and personnel to handle and store products by methods to prevent soiling, disfigurement, or damage.

#### 1.9 PRODUCT STORAGE AND PROTECTION REQUIREMENTS

- A. Store and protect products in accordance with manufacturer's instructions and as specified in individual specification sections.
  1. Provide all necessary equipment and personnel to store products by methods to prevent soiling, disfigurement and damage.
  2. Avoid excessive material handling and potential product damage, locate storage areas convenient to work areas.
  3. Store and protect products with seals and labels intact and legible.
  4. Store and handle materials in a manner as to prevent loss from weather and other damage.
- B. For exterior storage of fabricated products, place on sloped supports, above ground.
- C. Provide off-site storage and protection when site does not permit on-site storage or protection.
  1. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
  2. Store sensitive products in weather-tight, climate controlled enclosures.
  3. Prevent contact with material that may cause corrosion, discoloration, or staining.
- D. Store loose granular materials on solid flat surfaces in a well-drained area; prevent mixing with foreign matter.
- E. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.
- F. Store heavy materials in locations and in a manner that will not damage or disfigure existing, or new construction.

#### 1.10 MOLD PROTECTION

- A. General:
  1. Keep building materials dry to prevent the growth of mold and bacteria, including, but not limited to: gypsum wallboard, wood, porous insulation, paper, and fabric.

2. Cover materials to prevent rain damage, and if resting on the ground, use spacers to allow air to circulate between the ground and the materials.
3. Thoroughly dry all water damaged materials within 24 hours from time of moisture damage. Materials that have been damp or wet for more than 24 hours shall be jointly reviewed by Construction Manager and Architect, or Owner's Project Manager to determine whether damp/wet materials need to be disposed.
  - a. Review moisture damaged materials for signs of mold and mildew, including any with moisture stains, from the site and properly dispose of them.
  - b. Replace water damaged and moldy materials with new, undamaged materials.

1.11 CONSTRUCTION WASTE MANAGEMENT

- A. Source separation: Separate, store, protect, and handle at the site identified recyclable and salvageable waste products in order to prevent contamination of materials and to maximize recyclability and salvageability of identified materials. Refer to the Waste Management Requirements Plan specified under Section 01 74 19 – CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL.
- B. Return: Set aside and protect incorrectly delivered and substandard products and materials and return to supplier for credit.
- C. Recycling: Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials. Refer to the Waste Management Requirements and Plan specified under Section 01 74 19 – CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL.

**PART 2 - PRODUCTS** (Not Used)

**PART 3 - EXECUTION** (Not Used)

End of Section

Section 01 73 00  
EXECUTION

**PART 1 - GENERAL**

1.1 SUMMARY

- A. Examination of existing conditions and acceptance of conditions.
- B. Project preparation.
- C. Surveying and field engineering.
- D. Execution of the Work.
- E. Cutting and patching of in-place work
- F. Cleaning.
- G. Building flushout.
- H. Protecting installed work.

1.2 RELATED REQUIREMENTS

- A. Section 01 74 19 - CONSTRUCTION WASTE MANAGEMENT: Procedural and administrative requirements for construction and demolition recycling.
- B. Section 01 81 19 – INDOOR AIR QUALITY REQUIREMENTS.
- C. Section 01 91 13 – GENERAL COMMISSIONING REQUIREMENTS.
- D. Section 01 91 19 – EXTERIOR ENCLOSURE COMMISSIONING REQUIREMENTS.

1.3 EXAMINATION OF AND ACCEPTANCE OF EXISTING CONDITIONS

- A. The Construction Manager, its subcontractors and Trade Contractors shall inform themselves of existing conditions before submitting his bid, and shall be fully responsible for carrying out all work required to completely and properly execute the work of the Contract, regardless of the conditions encountered in the actual work. No claim for extra compensation or extension of time will be allowed on account of actual conditions inconsistent with those assumed, except those conditions described in the General Conditions.
- B. Prior to commencement of selective demolition work, inspect areas in which work will be performed. Photograph existing damage to structure surfaces, equipment, or to surrounding properties which could be misconstrued as damage resulting from selective demolition work; file with Architect prior to starting work.

1.4 SURVEYING AND FIELD ENGINEERING

- A. Employ a Land Surveyor or Professional Engineer registered in the Commonwealth of Massachusetts and acceptable to the Architect.

1. Submit evidence of Surveyor's Errors and Omissions (E&O) Insurance coverage in the form of an Insurance Certificate.
- B. Submittals.
1. Submit name, address, and telephone number of at least three proposed Land Surveyors and obtain Architect's acceptance before starting survey work.
  2. On request, submit documentation verifying accuracy of survey work.
  3. Submit a copy of registered site drawing and certificate signed by the Land Surveyor, that the elevations and locations of the Work are in conformance with the Contract Documents.
- C. Examination.
1. Verify locations of survey control points prior to starting work.
  2. Promptly notify Architect/Engineer of any discrepancies discovered.
- D. Survey Reference Points.
1. Construction Manager shall locate and protect survey control and reference points.
  2. Control datum for survey is that indicated on Drawings.
  3. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
  4. Promptly report to Architect/Engineer the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
  5. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to the Architect.
- E. Survey Requirements.
1. Provide field engineering services. Utilize recognized engineering survey practices.
  2. Prior to construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer and water service piping.
    - a. The existence and location of underground utilities and construction indicated on Drawings as existing are not guaranteed. Before beginning sitework, verify the existence and location of underground utilities and other construction.
  3. Establish a minimum of 2 permanent bench marks on site, referenced to established control points. Record locations, with horizontal and vertical data, on Project Record Documents.
  4. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
    - a. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
    - b. Grid or axis for structures.
    - c. Building foundation, column locations, and ground floor elevations.
  5. Periodically verify layouts by same means.
- F. Project Record Documents.

1. As-built survey, progress submissions: Surveyor shall develop an as-built survey for the work-in-place. Copies of survey shall be submitted along with request for payments for foundation work, site utilities and paving work.
2. Surveyor's log: Maintain a complete and accurate surveyor's log of control and other surveys, as required by Owner and authorities having jurisdiction. Make this log available for reference.
3. Submit Final Property Survey and log under the provisions of Section 01 78 00 - CLOSEOUT SUBMITTALS.

#### 1.5 PROTECTION OF ADJACENT ELEMENTS

- A. Protect installed Work and provide special protection where called for in individual specification Sections.
- B. Protect existing facilities and adjacent properties from damage from construction and demolition operations. Provide temporary and removable protection for installed products and occupied areas.
- C. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials. Coordinate with requirements under individual specification sections.
- D. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- E. Protect all existing landscape areas not indicated to be cleared. Do not deface, injure, or destroy trees or other plant life. Do not remove or cut trees or other plant life, without authorization from the Owner. Do not attach any anchorages, ropes, cables or guys to any trees scheduled to remain.
  1. Prohibit traffic from landscaped areas.
- F. Protect non-owned vehicles, stored materials, site and structures from damage.
- G. Refer to respective Sections for other particular protection requirements.

#### 1.6 PROTECTION OF INTERIOR CONCRETE SLABS

- A. No satisfactory chemical or cleaning procedure is available to remove petroleum stains from the concrete surface. Prevention is therefore essential for areas scheduled to receive concrete stains and sealers, specified under Division 3.
  1. All hydraulic powered equipment must be diapered to avoid staining of in-place concrete.
  2. No trade will park vehicles on the inside slab. If necessary to complete their scope of work, drop cloths will be placed under vehicles at all times.
  3. No pipe cutting machine will be used on the inside floor slabs.
  4. Steel will not be placed on interior slabs to avoid rust staining.

1.7 EXECUTION REQUIREMENTS FOR INSTALLATION, APPLICATION AND ERECTION

- A. Inspection of conditions: The Installer of each component shall inspect the substrate and conditions under which Work is performed. Do not proceed until unsatisfactory conditions have been corrected.
- B. Resource Efficiency of Materials:
  - 1. Use construction practices such as material reduction and dimensional planning that maximize efficient use of resources and materials.
    - a. Recheck measurements and dimensions, before starting installation.
  - 2. Provide materials that utilize recycled content to maximum degree possible without being detrimental to product performance or indoor air quality.
  - 3. Where possible and feasible, provide for non-destructive removal and re-use of materials after their service life in this building.
- C. Manufacturer's instructions: Comply with manufacturer's installation instructions and recommendations, to the extent that they are more stringent than requirements in Contract Documents.
- D. Inspect material immediately upon delivery and again prior to installation Reject damaged and defective items.
- E. Install each component during weather conditions and project status that will ensure the best results. Isolate each part from incompatible material as necessary to prevent deterioration.
- F. Coordinate temporary enclosures with inspections and tests, to minimize uncovering completed construction for that purpose.
- G. Limiting exposures: Supervise operations to ensure that no part of construction, completed or in progress, is subject to harmful or deleterious exposure.
  - 1. Such exposures include, but are not limited to the following:
    - a. Excessive static or dynamic loading.
    - b. Excessive internal or external pressures.
    - c. Excessive weathering.
    - d. Excessively high or low temperatures or humidity.
    - e. Air contamination or pollution.
    - f. Water or ice.
    - g. Chemicals or solvents.
    - h. Heavy traffic, soiling, staining and corrosion.
    - i. Rodent and insect infestation.
    - j. Unusual wear or other misuse.
    - k. Contact between incompatible materials.
    - l. Theft or vandalism.

- H. Provide attachment and connection devices and methods necessary for securing each construction element. Secure each construction element true to line and level. Allow for expansion and building movement.
- I. Visual effects: Provide uniform joint widths in exposed Work. Arrange joints to obtain the best effect. Refer questionable choices to the Architect for decision.
- J. Mounting heights: Where mounting heights are not indicated, review heights with Architect, prior to commencement of Work.
- K. Cleaning and protection: During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- L. Clean and maintain completed construction as often as necessary through the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

#### 1.8 CUTTING AND PATCHING OF IN-PLACE WORK

- A. Scope: Construction Manager is responsible for coordination and quality of all cutting and patching work. Cutting and patching of the Work includes, but is not limited to:
  - 1. All cutting, altering, patching, and fitting as necessary for the Work to comply with the Contract Documents.
    - a. Make all products and their components of the Work fit together properly.
    - b. Fully integrate all cutting and patching, to present the visual appearance of an entire, completed, and unified project in compliance with the Contract Documents.
  - 2. Provide openings in elements of the Work, and the patching of same, for penetrations required by all trades, including but not limited to mechanical, plumbing, fire protection and electrical work.
    - a. Individual Trade Contractors are responsible for designated types of coring and drilling penetrations for piping, conduit, ducts and other penetrations.
  - 3. Uncover work to provide for installing, inspecting, or both, of ill-timed work;
  - 4. Remove and replace work not conforming to requirements of the Contract Documents or as otherwise determined to be defective.
  - 5. Patch and match all surfaces and products disturbed or damaged.
  - 6. Remove samples of in-place construction as specified for testing.
- B. Structural elements: Do not cut and patch structural elements in a manner that would reduce the load-carrying capacity or load deflection ratio. Always obtain written approval of the cutting and patching proposal before cutting and patching structural elements.
  - 1. Do not drill through structural beams, slabs or columns. Core drilling through concrete block walls and stair platforms must be approved by the Architect.
  - 2. Where cutting and patching involves adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with the structure.

- C. Exposed elements: Employ appropriate tradesperson to perform cutting and patching for weather exposed and moisture resistant elements, and sight exposed surfaces.
- D. Penetrating elements: Fit work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces. At penetrations of fire rated walls, partitions, ceiling or floor construction, completely seal voids with fire rated materials in accordance to applicable codes and regulations, and compatible to surrounding construction.
- E. Visual requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces, in a manner that would, in the Architect's opinion, reduce the building's aesthetic qualities, or result in visual evidence of cutting and patching. Remove and replace Work cut and patched in a visually unsatisfactory manner.
- F. Operational and safety limitations: Do not cut and patch operating elements or safety components in a manner that would reduce their capacity to perform as intended, or would increase maintenance, or decrease operational life safety of the building when occupied.
- G. General requirements of cutting and patching:
  - 1. Submit written proposals to perform cutting and patching when cutting work affects the following:
    - a. Structural integrity of any element in the project.
    - b. Integrity of weather-exposed or moisture-resistant elements.
    - c. Aesthetic and visual qualities of exposed-to-view elements.
    - d. Work of Owner or work performed under separate Contract.
  - 2. Cutting: Cut in-place construction using methods least likely to damage elements of as-built construction.
  - 3. Coring and Drilling of holes incidental to work of individual sections shall be performed by the trade requiring the penetration, except as follows:
    - a. All Trade Contractors and subcontractors to identify all holes through steel beams, masonry walls, concrete walls, concrete decks, slabs and the like (and provide sleeves to be installed by the Masonry or Concrete subcontractor) as part of the coordination drawing process. Failure to provide this information in advance, the Trade Contractors and subcontractors shall pay for installation all holes.
    - b. Coordination of all coring and drilling and resultant patches necessary for the completion of this Contract and for the quality and appearance of all patch Work in exposed-to-view finished materials.
  - 4. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break; for assemblies, refinish entire unit.

#### 1.9 PROGRESS CLEANING AND DISPOSAL OF WASTE MATERIALS

- A. General: Maintain site in a clean and orderly condition. Maintain work and surrounding areas free of waste materials, debris, and rubbish; remove from site on a on-going basis through-out the term of construction.
  - 1. Adjacent Areas: Keep adjacent areas, neighboring properties, public ways, and all nearby areas clean and free of construction debris and dirt including wind blown debris.

2. Trade Contractors and subcontractors are responsible for cleanup and removal of their own rubbish, debris, shipping materials and waste materials throughout the term of their work.
    - a. Trade Contractors and subcontractors are responsible to comply with requirements of Section 01 74 19 – CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL.
  3. Construction Manager shall furnish dumpsters and provide general site cleaning services, except as explicitly specified otherwise under individual Sections of the Specifications.
- B. Control accumulation of waste materials and rubbish; periodically dispose of off-site. The Construction Manager shall bear all costs, including fees resulting from such disposal.
- C. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws. Comply with the requirements of Section 01 74 19 – CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL.
1. Do not burn or bury rubbish and waste materials on site.
  2. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
  3. Do not dispose of wastes into streams or waterways.
  4. Comply with requirements of authorities having jurisdiction including, without limitation, requirements related to fire prevention, rodents, pests, vermin, waste storage, waste trucking, waste removal, waste disposal, street cleaning, truck tire cleaning, and other requirements.
- D. Clean interior areas prior to start of finish work and maintain areas free of dust and other contaminants during finishing operations.
- E. Maintain project in accordance with all local, Commonwealth of Massachusetts, and Federal Regulatory Requirements.
- F. Store volatile wastes in covered metal containers, and remove from premises daily.
- G. Prevent accumulation of wastes which create hazardous conditions.
- H. Provide adequate ventilation during use of volatile or noxious substances.
1. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
  2. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- I. Use only those materials which will not create hazards to health or property and which will not damage surfaces.
- J. Use only those cleaning materials and methods recommended by manufacturer of surface material to be cleaned.
- K. Execute cleaning to ensure that the buildings, the sites, and adjacent properties are maintained free from accumulations of waste materials and rubbish and windblown debris, resulting from construction operations.

- L. Construction Manager shall provide on-site containers (dumpsters) for collection and containment of, waste materials, debris and rubbish.
  - 1. Trash Barrels and Containers: Use containers with tightly fitting lids. Use only steel containers and lids when there is any evidence of rodent or pest activity.
  - 2. Returnables: Provide special, labeled containers for deposit returnables such as soda cans.
- M. Remove waste materials, debris, and rubbish from site at least once weekly, and dispose off-site. Comply with NFPA 241 for removal of combustible waste.
- N. Handle material in a controlled manner with as few handlings as possible. Do not drop or throw materials from heights.
- O. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not damage surrounding surfaces.

#### 1.10 SITE MAINTENANCE AND CLEANING

- A. Maintain traffic and parking areas in a sound condition, free of excavated material, construction equipment, products, mud, snow, and ice.
  - 1. Provide means of removing mud from vehicle wheels before entering public streets and Owner's parking areas and access.
- B. Maintain existing and permanent paved areas used for construction.
  - 1. If any street or private way shall be rendered unsafe by the Construction Managers operations, the Construction Manager shall make such repairs or provide such temporary ways or guards as shall be acceptable to the governing authority.
  - 2. Promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original, or specified, condition.

#### 1.11 FINAL CLEANING

- A. Scheduling: Perform final cleaning immediately prior to the Architect's review of the project for issue of the Certificate of Substantial Completion.
  - 1. Re-clean all surfaces, materials and products of the Work immediately prior to Owner's occupancy of the Project.
    - a. Should the Owner occupy any portion of the Work prior to completion of the Contract, the responsibilities for interim and final cleaning shall be in accordance with the General Conditions.
- B. Qualifications: Commercial cleaning firm, with a minimum of 3 years experience specializing in the post-construction cleaning of facilities.
- C. Protection: During the operation of final cleaning, protect surrounding materials and finishes against undue damage by the exercise of reasonable care and precautions. Clean, or repair all products and surfaces which are soiled or otherwise damaged by Work of this Section, to match original profiles and finishes. Materials and finishes which cannot be cleaned, or repaired shall be removed and replaced with new work in conformance with the Contract Documents.
- D. General cleaning requirements:

1. Control accumulation of waste materials and trash. Recycle or dispose of off-site at intervals approved by the Owner and in compliance with waste management procedures specified in Section 01 74 19 – CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL.
  2. Remove from the job site all tools, surplus materials, equipment, scrap, debris, and waste.
  3. Remove all advertising matter and temporary instructional material from exposed surfaces throughout.
  4. Use only methods and cleaning materials which are compatible with and as recommended by the manufacturer of the material being cleaned.
  5. Finished surfaces: Remove paint smears, spots, marks, dirt, mud and dust and similar disfigurement created by the Work, from all exposed to view existing or new interior and exterior finished surfaces.
  6. Polished surfaces: Apply the polish recommended by the manufacturer of the material being polished.
  7. Cleaning Materials: Only non-hazardous cleaning materials shall be used in the final cleanup.
- E. Waste Management and Recycling during Final Cleaning:
1. Recycle, salvage, and return construction and demolition waste from Project in accordance with requirements in Section 01 74 19 – CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL.
  2. Arrange for pick-up of salvageable materials in accordance with the Waste Management Plan.
  3. Disposal Operations: Promptly and legally transport and dispose of all trash. Do not burn, bury, or otherwise dispose of trash on the Project site.
- F. Exterior building surfaces:
1. Visually inspect exterior surfaces and remove all traces of soil, waste materials, smudges, and other foreign matter.
  2. Remove all traces of splashed materials from adjacent surfaces.
  3. If necessary to achieve a uniform degree of cleanliness, hose down the exterior of the structure.
  4. In the event of stubborn stains not removable with water, the Architect may require light sandblasting or other cleaning at no additional cost to the Owner.
  5. Concrete: Clean exposed concrete free of all foreign matter. If, in the opinion of the Architect, further cleaning of specific areas is required, they shall be scrubbed with water or other cleaning agents. Acid cleaners shall not be used, except as may otherwise specifically permitted in the trade sections.
- G. Bright metal: Clean metal surfaces, hardware, fixtures, appliances, equipment, and similar items free of all foreign matter. As required, lightly scrub specific stains with clean water, mild soap, and soft rags, thoroughly rinsed and wiped with clean, soft white rags. Do not use abrasive cleaners.
- H. Glass: Replace broken, chipped and defective glass. Remove from glass: stains, spots, marks, paint smears; dirt and foreign materials. Clean and polish both surfaces of all interior and exterior glass. Clean and polish mirrors.

- I. Carpet: Vacuum clean carpet and remove all spots and stains.
- J. Hardware: Clean and polish finished hardware, remove marks, stains, scratches and blemishes.
- K. Tile: Clean and polish floor and wall tile, remove grout film and excess grout.
- L. Woodwork: Dust and clean [architectural woodwork and] finish woodwork items, remove all stains, spots, and foreign matter using methods and cleaning agents which will not harm the various finishes.
- M. Site: Sweep exterior paved surfaces broom clean; rake clean unpaved surfaces.
- N. Equipment: Thoroughly clean all items of mechanical and electrical equipment; remove excess oils and grease from exposed surfaces.
  - 1. Clean permanent filters and replace disposable filters if ventilating units were operated during construction.
  - 2. Clean ducts, blowers and coils, if units were operated without filters during construction.

#### 1.12 BUILDING FLUSH-OUT

- A. Sequencing: Complete all interior finish material installation no less than 14 calendar days prior to Substantial Completion to allow for building flush out. Construction Manager shall submit notification to the Architect when all interior finish material installation is complete, highlighting the date of completion.
- B. Building Flush-Out: Comply with Commissioning and LEED requirements.

#### 1.13 PROTECTING INSTALLED WORK

- A. Protect all built, and in-place Work. In addition to requirements specified elsewhere, the Construction Manager shall protect all installed work from subsequent damage or deterioration from construction activities, and atmospheric damage until Owner's Substantial Completion and occupancy precludes the need for protection activities. No attempt is made in this Section to list all elements requiring protection or to describe how each element will be protected. It is the responsibility of the Construction Manager to determine for itself the scope and nature of protection required.
  - 1. Protection of some products/building elements may be required to remain in place for a large portion duration of the project. As such, materials should be installed to provide adequate protection throughout the full extent of construction activities. Repair or reinstall protection throughout the duration of construction as required.
- B. Finish Products: Some finishes may need to be physically isolated from construction operations by means of protective barriers and coverings.
  - 1. General: After installation, provide coverings to protect products from damage due to traffic and construction operations. Replace protective coverings which may become wet, torn, or ineffective. Remove coverings when no longer needed.
  - 2. Doors, door frames and hardware: Protect from damage due to traffic and construction operations.

3. Floor and Finished Surfaces Protection: Protect against construction traffic, rolling loads, static loads, damage from material movement and storage, or similar causes of damage.
  4. Walls: Protect from impact, dents, marks, water damage, and similar damage.
  5. Glass: Protect from damage including etching and staining. Keep glass clean.
  6. Protect products sensitive to water damage from becoming wet.
  7. Protect products sensitive to ultra-violet exposure and atmospheric exposure by limiting exposure to within limits recommended by respective product manufacturer.
  8. Protect products from biological growth, molds and mildew.
  9. Protect products from rodents and other animals, birds and insect damage.
- C. Roofing and waterproofing systems: Protect and isolate from traffic and construction operations. Protect from chemicals. Work and traffic directly upon roofing and waterproofing is prohibited, provide temporary walkways and platforms.
- D. General Protection from chemicals:
1. Cover adjacent surfaces with materials that are proven to resist chemical cleaners selected for Project unless chemicals being used will not damage adjacent surfaces. Use covering materials that contain only waterproof, UV-resistant adhesives. Apply masking agents to comply with manufacturer's written instructions. Do not apply liquid masking agent to painted or porous surfaces. When no longer needed, promptly remove masking to prevent adhesive staining.
  2. Do not clean surfaces during winds of sufficient force to spread cleaning solutions to unprotected surfaces.
  3. Neutralize and collect alkaline and acid wastes and dispose of off-site.
  4. Dispose of runoff from chemical operations by legal means and in a manner that prevents soil erosion, undermining of paving and foundations, damage to landscaping, and water penetration into building interiors.
- E. Save plastic coverings. At completion of Project, reuse if practical; if not, then recycle if local market exists.

**PART 2 - PRODUCTS** (Not Used)

**PART 3 - EXECUTION** (Not Used)

End of Section

Section 01 73 29

CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Attention is directed to the CONTRACT and GENERAL CONDITIONS and all Sections within DIVISION 1 – GENERAL REQUIREMENTS, which are hereby made a part of this Section.

1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
  - 1. Divisions 02 through 49 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
  - 2. Division 07 Section "Penetration Firestopping" for patching fire-rated construction.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.
  - 1. Cutting round holes six (6) inches in diameter or less, or square or rectangular holes 8 x 8 inches or less, in existing assemblies is the work of the trade proposing using the hole or opening.
  - 2. Larger openings or holes shall be coordinated with the installer of the assembly being cut who shall cut, and reinforce or frame the opening or hole so that an effective patch can be made.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
  - 1. Primary operational systems and equipment.
  - 2. Air or smoke barriers.
  - 3. Fire-suppression systems.
  - 4. Mechanical systems piping and ducts.
  - 5. Control systems.
  - 6. Communication systems.

7. Conveying systems.
  8. Electrical wiring systems.
  9. Operating systems of special construction in Division 13 Sections.
- C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
1. Water, moisture, or vapor barriers.
  2. Membranes and flashings.
  3. Exterior curtain-wall construction.
  4. Equipment supports.
  5. Piping, ductwork, vessels, and equipment.
  6. Noise- and vibration-control elements and systems.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- E. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

### 3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
  2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

### 3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  - 3. Concrete & Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  - 4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
  - 5. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
  - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
  - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

- a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    - b. Restore damaged pipe covering to its original condition.
  3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
    - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
  4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
  5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 01 73 29

Section 01 74 19

CONSTRUCTION WASTE MANAGEMENT

PART 1 - GENERAL

1.01 PROVISIONS INCLUDED

- A. The Conditions of the Contract and Division 1, General Requirements, apply to the work under this Section.
- B. Attention of the Contractor and this Subcontractor is drawn to provisions of the Contract Documents regarding the responsibility of all bidders to visit and inspect the site, including the existing building, and to base all bids on conclusions drawn from such inspections.

1.02 SCOPE OF WORK

- A. This Section specifies administrative and procedural requirements for the Contractor's implementation of waste management controls and systems for the duration of the Work.
  - 1. Masonry subcontractor is responsible for waste management of masonry work.
  - 2. Roofing and flashing subcontractor is to be responsible for waste management of roofing and flashing work.
- B. Develop and implement a waste management plan compliant with the requirements of LEED-S v4 MR prerequisite Construction and Demolition Waste Management Planning and MR credit Construction and Demolition Waste Management.

1.03 INTENT

- A. Sustainable Design Intent: Comply with project requirements intended to achieve certification, measured and documented according to the LEED for Schools v4 Green Building Rating System, of the US Green Building Council.
- B. The Owner and Architect have established that this Project shall generate the least amount of waste practical and that processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors shall be employed.
- C. Of the waste that is generated, as many of the waste materials as economically feasible shall be reused, salvaged, or recycled. Waste disposal in landfills shall be minimized to the greatest extent practical.
- D. With regard to these goals the Contractor shall develop, for the Architect's review, a Waste Management Plan for this Project.
  - 1. Each Subcontractor shall be responsible for segregating his own waste into different dumpsters as directed by the Contractor. OR C + D waste materials will be collected on site in commingled containers and sorted off site.

2. Contractor shall be responsible for ensuring that debris will be disposed of at appropriately designated licensed solid waste disposal facilities, as defined by MGL Chapter 111, Section 150A.

#### 1.04 SUBMITTALS

- A. Waste Management Plan: Within 21 calendar days after receipt of Notice to Proceed, the Contractor shall provide a compliant Construction Waste Management Plan including:
  - Identify a minimum of five materials target for diversion, (structural and non-structural).
  - Determine and document the estimated percentage of the overall waste that these materials represent. Divert 75% and Four Material Streams REQUIRED.
  - Document if these materials will be site separated or commingled and sorted off site.
  - Describe the diversion strategies.
  - Identify the locations as to where the materials will be taken include recycling facilities, sorting facilities and landfills. Include the following:
    - Landfill Options: The name of the landfills where the non-recyclable Construction and Demolition waste will be taken to be disposed of, applicable tipping fees and the projected cost of disposing of the Project waste in landfills
    - Off-Site Sorting: The name of off site sorting facilities to receive commingled demolition and construction debris collected in mixed materials containers on site.
    - If sorted off site identify the sorting facilities and how the materials will be processed

NOTE: Alternative daily cover (ADC) does not qualify as material diverted from disposal. Land-clearing debris is not considered construction, demolition, or renovation waste that can contribute to waste diversion.

- B. Landfill Certification: Provide a statement of verification that the landfills proposed for use are licensed for types of waste to be deposited and have sufficient capacity to receive the estimated waste from this project
- C. For co-mingled materials collected in mixed containers on site and sorted off-site the following documentation must be provided:
  1. For each container: A detailed breakdown of the weight of each material after sorting, including materials diverted to landfills
  2. AND/OR Provide the sorting facilities annual average recycling rate for EACH facility where off-site sorting takes place. Additionally, provide documentation that the facility is State regulated.

NOTE: Co-mingled waste may be considered only one material stream unless the facility can provide project specific diversion rates for materials.

- D. Recycled, and Salvaged Materials: Provide a list of each materials proposed to be recycled, salvaged or diverted from landfill during the course of the Project. Include anticipated volumes for a minimum of five of the following and any additional items:
1. Cardboard and paper
  2. Clean dimensional Wood (free from nails and screws, etc)
  3. Concrete and slurry wall materials
  4. Brick/Masonry
  5. Asphalt
  6. Metals including framing, banding, stud trim, ductwork, piping, rebar, roofing, other trim, steel, iron, galvanized sheet steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.
  7. Gypsum Board
  8. Mechanical and Electrical equipment
  9. Building components that are removed intact during demolition
  10. Glass
  11. Packing materials
  12. Beverage Containers
- E. Meetings: A description of the regular meetings to be held to address waste management
- F. Procedures for Materials Handling: Provide a description of the means by which any waste materials and/or collection containers identified above will be protected from contamination, and a description of the means to be employed in recycling the above materials consistent with requirements for acceptance by designated facilities.
- G. Transportation: Provide a description of the means of transportation of the recyclable materials identify if materials will be site-separated and self-hauled to designated centers, or whether mixed materials will be collected by a waste hauler and removed from the site for off-site sorting
- H. Waste Management Progress Reports to be submitted concurrent with each monthly Application for Payment. Provide a written Waste Management Progress Report and updated tracking spreadsheet
- I. Waste Management Final Report: Prior to Substantial Completion, submit a written Waste Management Final Report summarizing the types and quantities of materials recycled and disposed of under the Waste Management Plan. Include the name and location of disposal facilities. Quantity may be measured by either weight or volume; be consistent in calculations. Include the following:
1. Material category.
  2. Generation point of waste.
  3. Total quantity of waste, by weight.
  4. Quantity of waste salvaged, both estimated and actual.
  5. Quantity of waste recycled, both estimated and actual.
  6. Total quantity of waste recovered (salvaged plus recycled).
  7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.
- J. Other Submittals:

1. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.
2. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.
3. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
4. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

#### 1.05 CONTRACTORS

- A. Contractor may subcontract work of this Section to a sub-contractor specializing in recycling and salvaging of construction waste.
  1. Institution Recycling Network, 7 South State Street, Suite 2, Concord, NH 03301; tel. 866-229-1962
  2. Waste Solutions, Inc., 965 Plain Street, Marshfield, MA 02050; tel. 781-844-1476
  3. Eco-One Solutions, 18 Glenwood Street, Natick MA, 01760; tel. 978.270.8950
  4. Or equal as approved by the Architect.
- B. Gypsum Wallboard Recycling: New, paper-faced gypsum wallboard scrap (cuts from construction - not demolition waste) generated at project shall be recycled by Gypsum Recycling America, LLC. Keep scrap dry. Contact Gypsum Recycling America at 1.866.9.GYPSUM (1.866.949.7786) or [jw@gypsumrecycling.us](mailto:jw@gypsumrecycling.us), to coordinate recycling efforts.
- C. Acoustical Ceiling Panel Recycling: Demolition and construction waste pulvable mineral fiber ceiling panels may be recycled by Armstrong World Industries. Contact Armstrong at 1-877-ARMSTRONG (1-877-276-7876) or visit [www.armstrong.com](http://www.armstrong.com) to coordinate recycling efforts, apply for product approvals, and receive reclamation procedure requirements.

#### PART 2 - PRODUCTS

Not Used.

#### PART 3 - EXECUTION

##### 3.01 RECYCLING

- A. Metal, including but not limited to aluminum stairs, structural beams and sections, and reinforcing steel shall be recycled.
- B. Wood that is not painted and does not contain preservatives (i.e. creosote, arsenic, and chromium-containing preservatives) shall be segregated and recycled.

- C. Refer to the Massachusetts Recycling Directory available at the Massachusetts State Bookstore (617-727-2834) in the State Capitol Building for recycling operations within the State.

### 3.02 WASTE MANAGEMENT PLAN IMPLEMENTATION

- A. Manager: The Contractor shall designate an on-site person responsible for instructing workers and overseeing and documenting results of the Waste Management Plan for the Project
- B. Distribution: The Contractor shall distribute copies of the Waste Management Plan to the Job Site Foreman, each Subcontractor, the Owner and the Architect.
- C. Instruction: The Contractor shall provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the Project
- D. Separation Facilities: The Contractor shall lay out and label a specific area to facilitate separation of materials for recycling, salvage, reuse, and return. Recycling and waste bin areas are to be kept neat and clean and clearly marked in order to avoid contamination of materials. Location shall be acceptable to the Architect.
- E. Hazardous Wastes: Any unforeseen hazardous wastes shall be separated, stored, and disposed of according to local regulations and as directed by the Owner.

END OF SECTION 01 74 19

Section 01 75 00  
STARTING AND ADJUSTING

**PART 1 - GENERAL**

1.1 SUMMARY

- A. Testing, adjusting, and balancing.
- B. Operation, maintenance, and service.

1.2 RELATED REQUIREMENTS

- A. Section 01 91 13 – GENERAL COMMISSIONING REQUIREMENTS.

1.3 TESTING, ADJUSTING, AND BALANCING

- A. General: Adjust operating products and equipment to ensure smooth and unhindered operation.
  - 1. Construction Manager is advised that testing and balancing agents may be required during commissioning activities as specified in Section 01 91 13 – GENERAL COMMISSIONING REQUIREMENTS, or as may be additionally directed by Architect.
- B. Trade Contractors under Division 21 – Fire Suppression, Division 22 – Plumbing and Division 23 – Heating, Ventilating and Air Conditioning are all responsible for primary system testing and balancing as specified under their respective Sections. Construction Manager will be required to coordinate these services.
- C. Construction Manager and Trade Contractors (Division 21 – Fire Suppression, Division 22 – Plumbing and Division 23 – Heating, Ventilating and Air Conditioning) are jointly responsible and required to provide assistance to the Owner's independent Commissioning agent as specified under Section 01 91 00 – GENERAL COMMISSIONING.
- D. The independent firm will perform services specified under Division 21 - Fire Suppression, Division 22 - Plumbing, and Division 23 - Heating, Ventilating, and Air Conditioning.
- E. Reports will be submitted by the independent firm to the Architect indicating observations and results of tests and indicating compliance or non-compliance with specified requirements and with the requirements of the Contract Documents.

1.4 AIR QUALITY TESTING

- A. Air quality testing: The Owner reserves the right to employ the services of an independent testing agency to perform air quality testing. Testing will occur prior to Construction Manager's request for inspection for Substantial Completion. The intent of testing is to certify that the building is "Clear" of airborne contaminants.

1.5 OPERATION, MAINTENANCE, AND SERVICE

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Architect/Engineer and Owner 7 days prior to start-up of each item.

- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, or other conditions which may cause damage.
- D. Verify that tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of responsible Construction Managers' personnel in accordance with manufacturers' instructions.
- G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- H. Submit a written report in accordance with Section 01 77 00 - CLOSEOUT PROCEDURES that equipment or system has been properly installed and is functioning correctly.

**PART 2 - PRODUCTS** (Not Used)

**PART 3 - EXECUTION** (Not Used)

End of Section

Section 01 77 00  
CLOSEOUT PROCEDURES

**PART 1 - GENERAL**

1.1 SECTION INCLUDES

- A. Closeout of incomplete work (punch list) requirements.
- B. Closeout procedures.
- C. Conferences occurring after Substantial Completion.

1.2 RELATED REQUIREMENTS

- A. Section 01 60 00 - PRODUCT REQUIREMENTS: Listing of VOC requirements for adhesives, cleaning/maintenance materials, paints, coatings, and sealants.
- B. Section 01 74 19 - CONSTRUCTION WASTE MANAGEMENT: Procedural and administrative requirements for construction and demolition recycling.
- C. Section 01 78 00 – CLOSEOUT SUBMITTALS: Requirements for project record documents.
- D. Section 01 78 36 – WARRANTIES: Administrative and procedural requirements for warranties, guarantees and bonds.
- E. Section 01 81 13 - SUSTAINABLE DESIGN REPORTING: Special administrative and procedure requirements related to the Owner's *LEED v4*, *LEED for Building Design and Construction*, *LEED BD+C: Schools* rating system certificate goals of energy conservation and efficiency, indoor air quality, and natural resource efficiency.

1.3 PUNCH LIST REQUIREMENTS AND PROCEDURES

- A. Definitions:
  - 1. Construction Manager's Punch List: Complete list of incomplete and incorrect Work prepared by the Construction Manager prior to request of Architect's inspection for Certification of Substantial Completion. As a minimum the List shall include the following information for each work item:
    - a. Location identification organized by Building, Area, Room Number, or combination thereof as appropriate to project.
    - b. Clear identification of each incomplete work item, including all Trade Contractor and subcontractor's work.
    - c. Estimated value of each incomplete work item.
    - d. A short statement of why work is not complete.
    - e. Identify subcontract responsibility, as appropriate to each item.
    - f. Provide Owner with one (1) week advance notice of scheduled punchlist inspections to facilitate Owner participation if preferred.
  - 2. Architect's Punch List: A list of incomplete and incorrect Work prepared by the Architect, which modifies the Construction Manager's Punch List, following review and acceptance of the Construction Manager's Punch List.

- B. Pre-Closeout requirements: Prior to requesting initial Architect's inspection for Certification of Substantial Completion, submit to the Architect a full and complete list of all incomplete work items (Construction Manager's Punch List).
- C. Punch list procedures at Substantial Completion:
1. Architect will review submitted Construction Manager's Punch List and determine whether it is suitable to proceed with the Substantial Completion Process.
    - a. If the Architect determines that the amount of completed work is insufficient to be considered for Substantial Completion, the Architect will not proceed with the Punch lists process until sufficient completion of the Project is achieved.
    - b. The Architect will review the Construction Manager's Punch List and if the Architect determines that it does not reflect proper identification of the incomplete and incorrect work, he/she will request revision and resubmission of the Construction Manager's Punch List.
    - c. If the Architect determines that the amount of work indicated on the Construction Manager's Punch List is excessive, the Architect will suspend its review until the scope of Work identified in the Construction Manager's Punch is reduced to a level satisfactory to the Architect.
    - d. When the Architect reviews and accepts the Construction Manager's Punch List as being an accurate reflection of incomplete and incorrect work; the Architect will prepare and issue to the Construction Manager the "Architect's Punch List".
      - 1) The Architect's Punch List will be based on the Construction Manager's Punch List with modifications and additions as may be required.
      - 2) The Architect's Punch List includes Work which must be completed and corrected prior to Final Completion.
  2. Upon receipt of the Architect's Punch List, the Construction Manager shall immediately distribute the list to all Trade Contractors and subcontractors.
- D. Completion of Punch List Work: Make reasonable efforts to ensure that all "Architect's Punch List" items are completed or corrected within 14 calendar days from the date of the Architect's Punch List" or within the Contract Time, whichever is earlier.
- E. Architect's Final Inspection and review of Punch List Work:
1. After Construction Manager certification that all punch list Work has been properly completed the Architect will then perform the Final Inspection.
    - a. Incomplete Items: If the Architect discovers any incomplete or incorrect "Architect's Punch List" items or any other deficiency in the work, the Architect will prepare a "Revised Punch List" which may also include other incomplete Contract requirements such as record documents, owner's operation and maintenance manuals, warranties, and other Contract requirements. Architect's site reviews of the Work for this "Revised Punch List" and any subsequent revised Punch Lists shall be performed as additional service to Owner, back-charged to the Construction Manager.
    - b. The Architect will assign a dollar value for each item of incomplete or incorrect work remaining at 3 times the estimated value of the work to be withheld from any subsequent application for payment until such time as it is determine the work in question is complete.

- F. Additional Inspections and related additional services fee: The Architect and the Architect's consultants will provide two site inspections, one at Substantial Completion, and one to confirm that the "Architect's Punch List" has been completed.
1. "Revised Punch List: If the Architect prepares and issues a "Revised Punch List: because of the Construction Manager's failure to complete the Work, then the Owner shall compensate the Architect and the Architect's consultants for their additional services and additional inspections. The payment for additional services and inspections will be back-charged to Construction Manager. The Owner will deduct the amount of the Architect's additional services fee from final payment to the Construction Manager by Change Order.

#### 1.4 CLOSEOUT PROCEDURES - SUBSTANTIAL COMPLETION

- A. Prior to requesting inspection for certification of Substantial Completion, complete the following:
1. On Application for Payment, show 100 percent completion for portions of work claimed as substantially complete.
    - a. Submit list of incomplete items (Punch List), value of incomplete work, and reasons work is not complete.
  2. Obtain evidence of compliance with requirements of governmental agencies having jurisdiction including, but not necessarily limited to:
    - a. Certificate of Final Inspections, "signed off" by authorities having jurisdiction.
    - b. Certificate of Occupancy.
  3. Submission of product and installation warranties, workmanship bonds, maintenance agreements, installer certifications and similar documents specified in individual sections.
  4. Submission of test/adjust/balance reports.
  5. Change-over permanent locks and transmit keys to the Owner.
  6. Remove temporary facilities and services that are no longer required.
  7. Remove mock-ups, field samples and similar items.
  8. Complete Final Cleaning, including repair and restoration, or replacement of damaged Work.
  9. Remove surplus materials, rubbish and similar elements.
  10. Documentation of completed flushout procedures.
  11. Application for reduction of retainage.
  12. Consent of Surety.
  13. Advise the Owner of the change-over in security provisions.
  14. Notification of shifting insurance coverage.
  15. Final progress photographs.
  16. LEED Certification.
- B. Within 2 weeks after receipt of the notice of Substantial Completion from the Construction Manager, the Architect will inspect to determine status of completion.
1. Should the Architect determine that the Work is not substantially complete:

- a. The Architect will notify the Construction Manager in writing, stating the reasons therefore.
  - b. The Construction Manager shall remedy the deficiencies and send a second written notice of Substantial Completion to the Architect, requesting re-inspection.
- C. When the Architect concurs that the Work is substantially complete:
1. The Architect will prepare AIA Document G 704 - CERTIFICATE OF SUBSTANTIAL COMPLETION, in accordance with the requirements of the GENERAL CONDITIONS and SUPPLEMENTARY CONDITIONS, accompanied by the Construction Manager's list of items to be completed or corrected, as verified by the Architect.
  2. The Architect will submit the Certificate to the Owner, and to the Construction Manager, for their written acceptance of the responsibilities assigned to them in the Certificate.

## 1.5 CLOSEOUT PROCEDURES - FINAL ACCEPTANCE

- A. Prior to requesting inspection for certification of Final Acceptance and final payment, perform the following:
1. Complete incomplete Work. Submit a copy of the final inspection list stating that each item has been completed or otherwise resolved for acceptance.
  2. Prove that all taxes, fees and similar legal obligations have been paid.
  3. Submit final payment requests with release of all liens, and supporting documentation.
  4. Provide written assurances that all unsettled claims are in the process of and will be resolved.
  5. Submit updated final statement, including accounting for final additional changes to the Contract Sum. Show additional Contract Sum, additions and deductions, previous Change Orders, total adjusted Contract Sum, previous payments and Contract Sum due.
  6. Submit consent of surety to Final Payment.
  7. Submit evidence of continuing insurance coverage complying with insurance requirements.
  8. Transmit certified property survey.
  9. Remove remaining temporary facilities and services.
  10. Deliver to Owner and obtain receipts for:
    - a. Operation and Maintenance Manuals for items so listed in individual Sections of the Specifications, and for other items when so directed by the Architect. Provide evidence of review and acceptance of operation and maintenance manuals by the Commissioning agent.
    - b. Project Record Documents (as-built drawings) including Autodesk Revit and Portable Document Format (PDF) format drawings on discs. Provide evidence of review and acceptance record documents by the Commissioning agent.
    - c. Warranties and bonds specified in individual Sections of the Specifications. Provide evidence of review and acceptance record documents by the Commissioning agent.
    - d. Keys and keying schedule.

- e. Spare parts and materials extra stock.
  - f. Pest control inspection report.
  - g. List of Trade Contractors and subcontractors, service organizations, and principal vendors, including names, addresses, and telephone numbers where they can be reached for emergency service at all times including nights weekends, and holidays.
11. Submit Certification stating Work has been inspected for compliance with the Contract Documents.
  12. Submit Certification stating equipment and systems have been tested in presence of Owner's representative and are fully operational.
  13. Submit Certification stating that Work is 100 percent complete and ready for final inspection.
- B. Within 2 weeks after receipt of the request for Final Acceptance from the Construction Manager, the Architect will inspect to determine status of completion.
1. Should the Architect determine that the Work is incomplete or defective:
    - a. The Architect will notify the Construction Manager in writing, stating the reasons listing the incomplete or defective work.
    - b. The Construction Manager shall take immediate steps to remedy the deficiencies and send a second written notice of request for Final Acceptance to the Architect.
    - c. Costs relative to the Architects re-inspection due to failure of Work to comply with claims made by the Construction Manager, will be compensated by the Owner, who will deduct the amount of such compensation from the Final Payment due to the Construction Manager.
- C. After the Architect finds the Work acceptable, the Architect will review the Final Close-out submittals.
- D. Application for Final Payment: Submit Application for Final Payment in accordance with procedures and requirements of the General Conditions and Supplementary Conditions.
1. The Architect will prepare a Final Change Order, reflecting approved adjustments to the Contract Sum not previously made by other Change Orders.

#### 1.6 CONFERENCES AFTER SUBSTANTIAL COMPLETION

- A. The Owner reserves the right to call for conferences commencing with the date of Substantial Completion and continuing for one year thereafter, for purposes of inspecting the Work and to plan correction of any deficiencies or failures discovered during this period.
1. Attendance is required by Construction Manager's Project Manager, Architect, Owner's Project Manager and each applicator, installer, and supplier as the Owner may direct or the Construction Manager may wish to have present. All representatives attending such meetings shall be the same persons, or shall have the same powers and authority, as those attending progress meetings occurring prior to the Date of Substantial Completion.

**PART 2 - PRODUCTS** (Not Used)

**PART 3 - EXECUTION** (Not Used)

End of Section

Section 01 78 00  
CLOSEOUT SUBMITTALS

**PART 1 - GENERAL**

1.1 SECTION INCLUDES

- A. Project Record Documents.
- B. Record Project Manual.
- C. Project Record Drawings (As built drawings).
- D. Project Record Submittals.
- E. Final As-Built Site Survey.
- F. Operation and maintenance data, preventive maintenance instructions.
- G. Materials and finishes manual.
- H. Maintenance contracts.
- I. Spare parts and maintenance materials.
- J. Flat file storage cabinet with stand.

1.2 RELATED REQUIREMENTS

- A. Section 01 31 00 - PROJECT MANAGEMENT AND COORDINATION:
  - 1. Coordination Drawing Requirements.
  - 2. Electronic file requirements for base sheets to prepare Project Record Drawings (As-built drawings).
- B. Section 01 33 29 - SUSTAINABLE DESIGN REPORTING: Special administrative and procedure requirements related to the Owner's *LEED v4*, *LEED for Building Design and Construction*, *LEED BD+C: Schools* rating system certificate goals of energy conservation and efficiency, indoor air quality, and natural resource efficiency.
- C. Section 01 60 00 - PRODUCT REQUIREMENTS: Listing of VOC requirements for adhesives, cleaning/maintenance materials, paints, coatings, and sealants.
- D. Section 01 74 19 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL: Procedural and administrative requirements for construction and demolition recycling.
- E. Section 01 78 36 – WARRANTIES: Administrative and procedural requirements for warranties, guarantees and bonds.

1.3 PROJECT RECORD DOCUMENTS

- A. General: Record documents shall reflect actual "as-built" condition and the products installed. Include all changes and deviations from original Contract Documents, and incorporate information from:

1. Original Contract Documents.
  2. Addenda.
  3. Change orders.
  4. Construction change directives.
  5. Field directives, and instructions from the Owner, Architect or regulatory authorities having jurisdiction.
- B. Project Record Documents include, but are not limited to:
1. Record Project Manual.
  2. Project record drawings (as built drawings).
  3. Project record submittals.
  4. Final Site Survey.
  5. Operation and maintenance data, preventive maintenance instructions.
  6. Materials and finishes manual.
  7. Product warranties and bonds.
  8. Maintenance contracts.
  9. Record of all test reports and inspections.
  10. Wall charts and data such as valve diagrams, electrical panel board directories, and similar information.
  11. Organized, complete testing results for the entire project as submitted to the City of Worcester Building Department
- C. Labeling and identification of Record Documents
1. Clearly label all record documents with name of Project and the words "Record Document".
  2. Date progressive entries of information as appropriate.
  3. Date Record Documents with the final submission date.
  4. All electronic records shall be similarly organized.

#### 1.4 SUBMITTAL QUANTITY REQUIREMENTS

- A. Furnish Architect with the following quantities of each submittal:
1. Record Project Manual: 2 bound copies and 2 electronic versions.
  2. Project Record Drawings (as-builts):
    - a. 2 sets of Drawings in Autodesk Revit®, Autodesk AutoCad®, Navisworks and Portable Document Format (PDF) format.
    - b. 2 full-size "blackline print" sets of Drawings.
  3. Project Record Submittals: Provide a portable media, including USB flash drive, with all submittals arranged into Divisions, specification sections, and submittal titles.
  4. Final Site Survey: 2 bound copies and 2 digital versions.
  5. Operation and maintenance data, preventive maintenance instructions: 2 electronic versions.
  6. Owner Training Video for operation of building systems and major equipment: 2 copies.
  7. Materials and finishes manual: 2 electronic versions.

8. Product warranties and bonds: 2 electronic versions.
9. Maintenance contracts: 2 electronic versions.
10. Record of all test reports and inspections including code sign off drawings and permits: 2 electronic versions.

#### 1.5 RECORD PROJECT MANUAL

- A. The Construction Manager is responsible to maintain a Project Manual reflecting revisions and changes to the Original Issue Project Manual.
  1. Clearly label the Record Project Manual as "Record Document Specifications, in a three ring binder.
  2. Do not use Record Project Manual for construction purposes; protect from loss in a secure location.
  3. Record all variations and deviations to the Contract Documents, including changes made by Addenda, Bulletin, Change Order, Change Directive and other modifications to the Contract..
    - a. Cut and paste revisions into their applicable specification section.
    - b. Identify all changes with cross-reference to appropriate Addendum Number, Modification Number, Change Order Number etc.
  4. In each individual Specification Section, under "*Part 2 – Products*", identify all manufacturers and products which are actually used as part of the Work.
  5. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
- B. Record Project Manual: Provide prior to request for Final Acceptance.
  1. Manuals shall be in 8-1/2 by 11 inch pages and bound in 3-ring (D-shape) binders with durable plastic covers. Internally subdivide the binder contents by Division with permanent page dividers.
  2. Label front cover and spine of each binder with laser printed titles, dates, and project information.
  3. All information from "in-progress" manual shall be clearly and completely transferred.
  4. Pages shall be undamaged.
  5. Provide 3 bound copies and 5 electronic versions on media acceptable to the City of Worcester.

#### 1.6 ELECTRONIC WEB-BASED SERVICE DOCUMENTS

- A. The Construction Manager shall furnish to the Owner, with a portable storage device, containing ALL files that were stores on the web-based program. Such media device shall be usable through a USB port with capacity to store all files. Such files shall include, but not limited to, submittals, RFI's, CO's, CCD's, ASI's, PCO's, as-built drawings, field reports, test reports and meeting minutes.
  1. Organize all submittals into folders by division.
  2. Quantity: 2.

#### 1.7 PROJECT RECORD DRAWINGS

- A. The Construction Manager is responsible to maintain a clean, undamaged set of blue or black line prints of Contract Drawings and shop drawings for preparing the record drawings.

1. Where shop drawings are used, record a cross-reference at the corresponding location on the Contract Documents.
  2. Site Drawings maintained by the Construction Manager and all trades, the coordination drawings file, and other field documents shall be used in preparing the electronic as-built drawings and documents.
  3. Construction Manager to compile all trade sets to one organized final file/submission.
- B. Do not use Record Documents for construction purposes; protect from loss in a secure location. Mark-up these drawings to show clearly and completely the actual installation reflecting all changes made in the Work during construction.
1. Mark whichever drawing is most capable of showing conditions accurately.
  2. Record all variations and deviations to the Contract Documents, including changes made to schedules, details, and all architectural changes to structure, exterior enclosure, interior partitions and ceilings.
  3. Record new information that is important to the Owner, but was not shown on the Contract Drawings or shop drawings.
  4. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
- C. The food service, fire protection, plumbing, mechanical and electrical trades shall be responsible to the Construction Manager to keep the record documents for their portions of the work marked currently to record all changes in the mechanical and electrical work made during construction.
- D. The Architect may periodically inspect these record drawings, and their proper maintenance may be a condition precedent to approval of applications for periodic payments.
- E. Deliver all Project Record Documents, shop drawings, product data, and samples to the Architect for the Owner's use, upon completion of the Work and prior to request for Final Acceptance of the Work.
- F. In addition, at the completion of the work, the Construction Manager is responsible for the preparation and submittal of neat, clean well drafted, and complete record drawings, at no additional costs to the Owner. These reproducible Project Record Documents shall be transmitted to the Architect as a condition precedent to final payment, and include documents prepared by the food service, fire protection, plumbing, mechanical and electrical trades. All files must be "e-transmitted" to ensure that all associated CAD external references, plot styles, and fonts are included in one file for ease of use by the Owner. All as-built drawing sheets are to be numbered and oriented the same as the contract drawings.

#### 1.8 FINAL AS-BUILT SITE SURVEY

- A. Under provisions of Section 01 73 00 - EXECUTION, Surveyor shall provide final corrected submission of Final Site Survey (As-built property survey) after work has been completed.
1. Final site survey shall show significant features for the Project. Include a certification, signed by the surveyor, to the effect that metes, bounds, lines and levels of the Project are accurately positioned as shown on the survey.
  2. Final site survey drawings shall graphically indicate all items in a similar manner as the original site survey drawings.
  3. Final site survey drawings shall maintain original sheet numbering.

- B. Survey format shall be in accordance with requirements of the authorities having jurisdiction, and show the following as a minimum:
  - 1. Property boundaries.
  - 2. All required legal descriptions.
  - 3. Bench marks.
  - 4. Completed foundation work.
  - 5. Building extremities.
  - 6. Pad mounted equipment.
  - 7. All paving work.
  - 8. Revisions to wetland areas.
  - 9. Easements and modifications to easements.
  - 10. Underground utilities and all changes in existing utilities.
- C. Record deviations from required lines and levels. Advise the Architect when deviations that exceed indicated or recognized tolerances are detected. On Final Site Survey, record deviations that are accepted and not corrected.
- D. Submit signed, sealed and certified copies shall be provided to the architect's office for review prior to filing with authorities having jurisdiction. Ensure information is complete, accurate submitted in a timely fashion.
  - 1. Recording: At Substantial Completion, have the final survey recorded by or with local authorities as the official "Property Survey".

#### 1.9 OPERATION AND MAINTENANCE MANUALS

- A. General: Coordinate content and submission requirements of operation and maintenance manuals with Owner's Commissioning Agent.
- B. Prepare data in the form of an instructional manual. Furnish separate manuals for each of the following groups of equipment:
  - 1. Food service equipment.
  - 2. Elevators.
  - 3. Special equipment and systems.
  - 4. Fire protection system.
  - 5. Utilities and plumbing systems.
  - 6. Heating, ventilation and air conditioning system.
  - 7. Electrical systems.
- C. Furnish digital and properly identified Manuals prior to request for Final Acceptance.
  - 1. Manuals shall be in electronic PDF format that is clearly and concisely bookmarked or organized into folders by discipline.
    - a. Keep as currently written.
    - b. Reference drawings shall be in electronic PDF format and inserted in relevant locations to corresponding manual item. Preference is to keep drawings to 11 by 17 inch maximum size.
    - c. Provide warranty spreadsheet/table of contents with PDF hyperlinks to all the warranties throughout the manual files.

2. Each manual shall include the same following minimum information:
    - a. Table of Contents.
    - b. Directory of Construction Manager, Trade Contractors, subcontractors, and major equipment supplies listing addresses, phone numbers and appropriate emergency phone numbers.
      - 1) Include local sources of supplies and replacement parts.
    - c. Directory of Architect and consultants listing addresses and phone numbers.
    - d. Operation and maintenance instructions. Provide schematic diagrams of control systems, circuit directories for each electric panel and charts showing the tagging of all valves.
    - e. Air and water test and balancing reports.
    - f. Maintenance and cleaning instructions for finishes.
    - g. Product and manufacturer's Certificates.
    - h. Photocopies of all extended warranties and bonds.
  3. Submit one digital copy of completed volume in final form 21 days prior to Final Inspection. This copy will be returned after final inspection with Architect's comments; Revise and submit all volumes to Owner.
- D. For each item of equipment, include description of equipment, component parts and accessories. Identify function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and commercial number of replaceable parts. Additionally provide the following for each item:
1. Panelboard circuit directories: Provide electrical service characteristics, controls and communications.
  2. Include color coded wiring diagrams as installed.
  3. Operating procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
  4. Maintenance requirements: Include routine procedures and guide for trouble-shooting; disassembly, repair, and re-assembly instructions; alignment, adjusting, balancing, and checking instructions.
    - a. Maintenance drawings: Supplement product data to illustrate relation of component parts of equipment and systems, to show control and flow diagrams. Do not use project Record Documents as maintenance drawings.
  5. Provide servicing and lubrication schedule, and list of lubricants required.
  6. Include manufacturer's printed operation and maintenance instructions.
  7. Include sequence of operation by controls manufacturer.
  8. Provide control diagrams by controls manufacturer as installed.
  9. Provide Construction Manager's coordination drawings, with color coded piping diagrams as installed.
  10. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
  11. Provide original manufacturer's parts (OEM) list, illustrations assembly drawings, and diagrams required for maintenance.

- a. Provide list of original manufacturer's spare parts (OEM), current prices, and recommended quantities to be maintained in storage.
  - b. Include local source of supplies and replacement parts, and any other data pertinent for procurement procedures.
12. Additional requirements: As specified in individual specification Sections.

E. Standards:

1. Measurements: Provide all measurements in U.S. standard units such as feet and inches, pounds, and cfm; provide additional measurements in the "International System of Units" (SI).
2. Abbreviations: Provide complete nomenclature of all parts of all equipment; include part numbers of all replaceable parts.

1.10 MATERIALS AND FINISHES MANUAL

- A. Furnish digital properly identified manuals for all materials and finishes prior to request for Substantial Completion review.
1. Manuals shall be in electronic PDF format that is clearly and concisely bookmarked or organized into folders by discipline.
    - a. Keep as currently written.
    - b. Reference drawings shall be in electronic PDF format and inserted in relevant locations to corresponding manual item. Preference is to keep drawings to 11 by 17 inch maximum size.
    - c. Provide warranty spreadsheet/table of contents with PDF hyperlinks to all the warranties throughout the manual files.
- B. Manuals shall include the following:
1. Product data, with catalog number, size, composition, and color and texture designations for all building products, applied materials, and finishes. Provide information for re-ordering custom manufactured products.
  2. Instructions for care and maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
  3. Moisture protection and weather exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
  4. Additional requirements: As specified in individual specification Sections.

1.11 PEST CONTROL INSPECTION AND REPORT

- A. Engage an experienced, licensed exterminator to make a final inspection and fully rid Project of rodents, insects, and other pests.
1. Prepare and submit report, identify:
    - a. Area or areas which were treated.
    - b. Rodenticides used.
    - c. Manufacturer's data including MSDS, special precautions and applications instructions.
    - d. Pollution preventive measures employed.

1.12 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification Sections.
- B. Deliver materials to on-site location designated by the Owner; obtain receipt.

**PART 2 – PRODUCTS**

2.1 FLAT FILE STORAGE CABINET AND BASE

- A. Description: Provide lockable, steel, 5-drawer flat file storage cabinet by Safco Products Company or approved equal meeting the following requirements:
  - 1. Size: minimum 48 inch by 36 inch; capable of storing full-size project drawings.
  - 2. Color: Black.
  - 3. Drawer operation: Ball-bearing slides.
  - 4. Base: Provide optional high base in matching color as storage cabinet. Base shall be minimum 20 inches high with enclosed back and sides and open front for storage.

**PART 3 - EXECUTION** (Not Used)

End of Section

Section 01 78 36  
WARRANTIES

**PART 1 - GENERAL**

1.1 SUMMARY

- A. General: This Section specifies general administrative and procedural requirements for warranties, guarantees and bonds required by the Contract Documents, including manufacturers standard warranties on products and special warranties. Warranty, Guarantee and Bond requirements of this Section are applicable to all trades, all Divisions of the Specifications, and applies to all Work performed under this Contract.
  - 1. Warranties required under the Contract are in addition to and not in lieu of any remedy or warranty to which the Owner is entitled under law.
  - 2. Warranties required under the Contract are not a waiver of Owner's legal rights.
- B. Construction Manager's Procurement Obligations: Do not purchase, subcontract for, or allow others to purchase or sub-subcontract for material or units of work for project where a special project warranty, certification or similar commitment is required, until it has been determined that entities required to countersign such commitments are willing to do so.

1.2 RELATED REQUIREMENTS

- A. General provisions of the Contract, including General and Supplementary Conditions apply to this Section.
- B. Individual Specification Sections contain additional specific requirements for warranties and bonds.
- C. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.

1.3 DISCLAIMERS AND LIMITATIONS

- A. General Limitations: It is recognized that specific warranties are intended primarily to protect Owner against failure of the work to perform as required, and against deficient, defective, and faulty materials and workmanship, regardless of sources.
- B. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Construction Manager of the warranty on the work that incorporates the products, nor does it relieve suppliers, manufacturers, Trade Contractors and subcontractors required to countersign special warranties with the Construction Manager.
  - 1. Pro-rating of warranties: Except where explicitly specified otherwise, each warranty issued shall cover the full cost of warranty-related repairs throughout the full term of the warranty.

1.4 DEFINITIONS

- A. Categories of Specific Warranties: Warranties on the work are in several categories, including those of General Conditions, and including (but not necessarily limited to) the

following specific categories related to individual units of work specified in sections of Divisions 2 through 50 of these Specifications:

1. Construction Manager's Comprehensive Warranty: The Construction Manager shall provide a comprehensive one-year warranty covering all labor, materials, equipment and work related to the entire Contract, and shall promptly repair or replace defective and deficient work.
2. Special Project Warranty (Guaranty): A warranty specifically written and signed by Construction Manager for a defined portion of the work; and, where required, countersigned by Trade Contractor or subcontractor, installer, manufacturer or other entity engaged by Construction Manager. Special Warranties extend time limits provided by standard warranties or to provide greater rights for the Owner.
3. Specified Product Warranty: A warranty which is required by Contract Documents, to be provided for a manufactured product incorporated into the work; regardless of whether manufacturer has published a similar warranty without regard for specific incorporation of product into the work, or has written and executed a special project warranty as a direct result of Contract Document requirements.
  - a. Standard Product Warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
4. Coincidental Product Warranty: A warranty not specifically required by Contract Documents (other than as specified in this Section), but which is available on a product incorporated into the work, by virtue of the fact that manufacturer or product has published warranty in connection with purchases and use of product without regard for specific applications except as otherwise limited by terms of warranty.

#### 1.5 WARRANTY REQUIREMENTS

- A. Warranty Period is unconditional for a minimum of one year, unless noted in the specific specification section for a longer time period.
- B. Warranty Period Commencement Date: Effective stating date for Warranty periods is the Date of Substantial Completion for Project as listed under Section 01 12 00 Project Phasing.
  1. Equipment and systems start-up, operation and use, occurring prior to Project Substantial Completion, will not be considered commencement of warranty period under any terms of this Contract.
  2. Exceptions: Starting dates for warranties prior to the Project Date of Substantial Completion are not permitted, except for the two conditions below:
    - a. Manufacturer Warranty requirements specified in individual specification sections explicitly specify that a required warranty or guarantee shall be effective on date of shipment, date of manufacturer, or date of installation. The Installer must provide a warranty extension to the date of substantial completion.
    - b. Warranties for Incomplete work: The effective date for warranty of work which has not been completed prior to the Date of Substantial Completion, shall be effective on the date of the Owner's acceptance of the Work.
    - c. This project has two substantial completions, the first for the building and site surrounds, Phase 2. The second for the Parking and Field work, Phase 3 and 4 Refer to PROJECT PHASING REQUIREMENTS Section 01 12 00

- C. Related Damages and Losses: In connection with Construction Manager's correction of warranted work which has failed, remove and replace other work of project which has been damaged as a result of such failure, or must be removed and replaced to provide access for correction of warranted work.
1. Consequential Damages: Except as otherwise indicated or required by governing regulations, special project warranties and product warranties are not extended to cover damage to building contents (other than work of Contract) which occurs as a result of failure of warranted work.
- D. Reinstatement of Warranty Period: Except as otherwise indicated, when work covered by a special project warranty or product warranty has failed and has been corrected by replacement or restoration, reinstate warranty by written endorsement starting on date of acceptance of replaced or restored work.
1. Reinstated warranty value: The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
  2. Reinstated warranty period: A period of time ending upon date original warranty would have expired, if there had been no failure, but not less than half of original warranty period of time.
- E. Warranties are Irrevocable: Warranties issued to the Owner are irrevocable.
1. Non-Payment: If warrantor refuses to issue warranty, or attempts to revoke warranty due to lack of payment by any party other than the Owner, the Construction Manager shall resolve the payment conflict, and cause the warranty to be issued or reinstated.
  2. Incomplete or incorrect Installation: If warrantor refuses to issue warranty, or attempts to revoke warranty due to improper installation or other deficiency, the Construction Manager shall correct the deficiency and cause the warranty to be issued or reinstated.
- F. Transferable Warranties: All warranties shall permit Owner to transfer or assign warranties to future owners or other assignors at no additional cost to the Owner for the full warranty period.
- G. Replacement Cost: Upon determination that work covered by a warranty has failed, replace or rebuild the work to an acceptable condition complying with requirements of Contract Documents. The Construction Manager is responsible for the cost of replacing or rebuilding defective work regardless of whether the Owner has benefited from use of the work through a portion of its anticipated useful service life.
1. Work repairs or replaced under warranty shall be warranted for the full duration of the original warranty.
- H. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
- I. Rejection of Warranties:
1. Owner reserves the right, at time of substantial completion or thereafter, to reject coincidental product warranties submitted by Construction Manager, which in opinion of Owner tend to detract from or confuse interpretation of requirements of Contract Documents.

2. Owner reserves the right to reject warranties and to limit selection to products with warranties which are not in conflict with the requirements of the Contract Documents.
- J. Owner's right to refuse Work: The Owner reserves the right to refuse to accept work for the project where a special warranty, certification, or similar commitment is required on such work or part of the work, until evidence is presented that entities required to countersign such commitments are willing to do so.

#### 1.6 COMPREHENSIVE WARRANTY

- A. Comprehensive Warranty: In addition to all other warranties, the Construction Manager shall issue a Comprehensive Total Contract Warranty which shall include all work of this Contract, without limitation including consequential damages.
1. Duration of Comprehensive Warranty: One full year from date of Substantial Completion.
  2. Consequential damages: Warranty includes consequential damages which relate to a warranty claim, these include without limitation:
    - a. All costs required to uncover and repair all work related to warranty claim.
    - b. All costs relating to repair and restoration of damaged property, resulting from warranty claim.
    - c. All costs resulting from failure to conform to the Contract Documents, and for required rebuilding, construction or reconstruction to correct work.
    - d. Perform to the satisfaction of the Owner all repairs, reconstruction, and restoration to original condition of adjacent and related work affected by damage under a warranty claim.
- B. Warranty Claims: Owner will notify Construction Manager in writing of each warranty claim. Warranty repairs shall be completed within 30 days of written notice, except as pre-approved by Owner.
1. In the event of an emergency condition, where in the reasonable opinion of the Owner an immediate repair under warranty is necessary, warranty repairs shall be completed within 14 calendar days from date of notice.
  2. Owner's right to correct: In the event the Construction Manager fails to respond to a warranty claim within the specified time limits, the Owner reserves the right to make the necessary corrections or repairs and recover all costs and expenses from the Construction Manager.
- C. Construction Manager's responsibilities under Comprehensive Warranty:
1. Notify in writing each affected warrantor and original Trade Contractor, subcontractor, installer, vendor as appropriate to the warranty claim.
  2. Manage the warranty claim for the Owner.
  3. Assist the Owner in obtaining warranty satisfaction.
  4. Arrange and manage all warranty related work including work relating to consequential damages.

## 1.7 SUBMITTALS

- A. Submit written warranties to the Owner prior to the date certified for Substantial Completion. In compliance with requirements specified under Section 01 77 00 – CLOSEOUT PROCEDURES and Section 01 78 00 – CLOSEOUT SUBMITTALS.
1. When a designated portion of the Work is completed and occupied, or used by the Owner by separate agreement with the Construction Manager during the construction period, submit properly executed warranties to the Owner within 14 calendar days of completion of the designated portion of Work.
  2. Refer to individual section of Divisions 2 through 50 for the determination of units of work which are required to be specifically or individually warranted, and for the specific requirements and terms of those warranties (or guarantees).
  3. Specific Warranty Forms: Where a special project warranty (guaranty) or specified product warranty is required to be executed, prepare a written document to contain terms and appropriate identification, ready for execution by all required parties (including manufacturers, vendors, Trade Contractors and subcontractors). Submit draft to Owner (through Architect) for approval prior to final executions.
- B. Form of Submittal: At Final Completion, compile three (3) copies of each required warranty and bond properly executed by the Construction Manager, or by the Construction Manager, Trade Contractors, subcontractor, supplier or manufacturer. Organize the warranty documents into an orderly sequence based on the Table of Contents of the Project Manual.
1. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl-covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.
  2. Provide heavy paper dividers with celluloid-covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.
  3. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS", the project title or name, and the name of the Construction Manager.
  4. When operating and manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

## PART 2 - PRODUCTS (Not Used)

## PART 3 – EXECUTION

### 3.1 SCHEDULE

- A. Provide warranties on products and installations as specified in individual specification Sections in Divisions 2 through 50 of the Project Manual.

End of Section

Section 01 79 00  
DEMONSTRATION AND TRAINING

**PART 1 - GENERAL**

1.1 SUMMARY

- A. Demonstrating equipment.
- B. Instruction and training of owner's personnel.

1.2 RELATED REQUIREMENTS

- A. Section 01 91 13 – GENERAL COMMISSIONING REQUIREMENTS.

1.3 DEMONSTRATING EQUIPMENT

- A. CM to provide a specific comprehensive list of equipment needs for the owners training, and document the sessions.
- B. Construction Manager to provide a draft training schedule for review and approval by the district, Owner's Project Manager, and Commissioning Consultant. This schedule should include each equipment item and system specified which requires training and should be submitted 180 days following the Notice to Proceed. The schedule should indicate trainings which will be conducted prior to substantial completion and duplicate sessions conducted following substantial completion (typically 6 months following substantial completion). The draft training schedule is to be resubmitted as required until approved.
- C. Demonstrate operation and maintenance of Products to Owner's personnel a minimum of 2 weeks prior to date of Substantial Completion.
- D. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- E. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owners' personnel in detail to explain all aspects of operation and maintenance.
- F. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed-upon times, at equipment location.
- G. CM to incorporate and maintain a list and schedule of all required training, attendees, status and completion.
- H. Prepare and insert additional data in operations and maintenance manuals specified under Section 01 78 00 - CLOSEOUT SUBMITTALS when need for additional data becomes apparent during instruction.

1.4 INSTRUCTION AND TRAINING OF OWNER'S PERSONNEL

- A. Construction Manager/General Contractor agree that the terms of their agreement with each subcontractor permit full recording by the district of all training sessions and subsequent unfettered use of the recordings by the district.
- B. Acknowledgement of district right to video record all trainings is to be addressed in the project specifications.
- C. Before final inspection, instruct Owner's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems, at agreed upon times.
- D. For equipment requiring seasonal operation, perform instructions for other seasons within six months.
- E. Use operation and maintenance manuals as basis for instruction. Review contents of manual with personnel in detail to explain all aspects of operation and maintenance.
- F. Prepare and insert additional data in Operation and Maintenance Manual when need for such data becomes apparent during instruction.
- G. Provide sufficient formal instructional time for training Owner's personnel, so that the Owner's personnel will fully comprehend operation and maintenance of the facility's equipment and systems. Construction Manager's personnel designated for owner training shall be competent and knowledgeable and have good communication skills.
  - 1. Training sessions shall be pre-arranged directly with the Owner.
    - a. Instructors shall arrive at pre-scheduled training sessions on time and be fully prepared to teach using a preplanned training program.
    - b. Specified training duration does not include travel or setup time.
    - c. All instructors are subject to the Owner's approval. Replace unacceptable instructors and reschedule training as directed by the Owner at no increase cost to the Owner.
  - 2. Training shall include the following:
    - a. General overview of Record Documents:
      - 1) Record Drawings.
      - 2) Record Project Manual.
      - 3) Operation and Maintenance Manuals.
      - 4) Finishes.
      - 5) Warranty and maintenance agreements.
      - 6) Test reports and inspections.
    - b. Fire suppression systems and equipment.
    - c. Fire alarm systems and equipment.
    - d. HVAC systems and equipment.
    - e. Plumbing systems and equipment.
    - f. Electrical systems and equipment.
- H. Video Training Record: Video record the instruction and training of the Owner's personnel.

1. Sessions shall be recorded by a professional videographer experienced in digital photography be responsible for recording all training
2. Training Video Requirements:
  - a. Construction Manager/General Contractor agree that the terms of their agreement with each subcontractor permit full recording by the district of all training sessions and subsequent unfettered use of the recordings by the district.
  - b. Acknowledgement of district right to video record all trainings is to be addressed in the project specifications.
  - c. General:
    - 1) Prior to the start of each training, confirm the area selected is suitable for instruction in terms of adequate space and lighting.
    - 2) Prior to the start of each training module, suggest recording each chart/slide containing learning objective and lesson outline. This will be the opening of each video and will assist future users of the video to understand the content they are about to view.
  - d. Video:
    - 1) Provide minimum 720 X 480 (480p) video resolution converted to mp4 format file type acceptable to district, on electronic media.
    - 2) Electronic Media: Read-only format DVD-ROM disc acceptable to District, with commercial grade graphic label.
    - 3) File Hierarchy: Organize folder structure and file locations according to project manual table of contents. Provide complete screen-based menu.
    - 4) File Names: Utilize file names based upon name of equipment generally described in video segment, as identified in the Project Specifications.
    - 5) Construction Manager and Trade Contractor File: Using appropriate software, create a file for inclusion on the Equipment Demonstration and Training DVD that describes the following for each Contractor involved on the Project, arranged according to the Project Table of Contents:
      - o Name of Construction Manager/General Contractor and Trade Contractor
      - o Business Address
      - o Business telephone number
      - o Point of Contact, name and position
      - o Email address
  - e. Recording:
    - 1) Mount camera on tripod before starting recording, unless otherwise necessary to adequately cover area of demonstration and training.
    - 2) Display continuous running time.
  - f. Light Levels:
    - 1) Verify light levels are adequate to properly light equipment.
    - 2) Verify equipment markings are clearly visible prior to recording. Furnish additional portable lighting if required.
3. Submit 2 DVD copies to Owner upon completion of training sessions.
- I. Final payment is condition precedent on completion of Owner training (instruction). Construction Manager is required to submit affidavit that training and instruction of Owner's personnel is completed.

**PART 2 - PRODUCTS** (Not Used)

**PART 3 - EXECUTION** (Not Used)

End of Section

SECTION 01 81 13

SUSTAINABLE DESIGN REQUIREMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section includes general requirements and procedures for compliance with certain prerequisites and credits needed for Project to obtain "LEED Version 4 for Building Design and Construction: Schools" (LEED v4 BD+C: Schools) Silver certification based on USGBC's LEED v4 BD+C: Schools.

1. Specific requirements for LEED are also included in other Sections.
2. Some LEED prerequisites and credits needed to obtain LEED certification depend on product selections and may not be specifically identified as LEED requirements. Compliance with requirements needed to obtain LEED prerequisites and credits may be used as one criterion to evaluate substitution requests and comparable product requests.
3. A copy of the LEED Project checklist is attached at the end of this Section for information only.
  - a. Some LEED prerequisites and credits needed to obtain the indicated LEED certification depend on aspects of Project that are not part of the Work of the Contract.
4. A copy of the LEED Materials Reporting Form is included at the end of this section.
5. Definitions included in the "LEED Version 4 for Building Design and Construction" (LEED v4 BD+C) Reference Guide and online amendments apply to this Section.

- B. Related Requirements:

1. Section 01 33 00, Submittal Procedures.
2. Section 01 50 00, Temporary Facilities and Controls for temporary heating and cooling requirements.
3. Section 01 74 19, Construction Waste Management
4. Section 01 81 19, Indoor Air Quality Requirements.
5. Section 01 91 13, General Commissioning Requirements
6. Section 01 91 19 Exterior Enclosure Commissioning Requirements
7. Divisions 02 through 49 Sections for LEED requirements specific to the work of each of these Sections. Requirements may or may not include reference to LEED.

1.03 DEFINITIONS

- A. **Bio-Based Materials:** Materials that meet the Sustainable Agriculture Network's Sustainable Agriculture Standard. Bio-based raw materials shall be tested using ASTM D 6866 and be legally harvested, as defined by the exporting and receiving country.
- B. **CDPH Standard Method v1.1:** California Department of Public Health (CDPH) Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers, v. 1.1–2010, for the emissions testing and requirements of products and materials.
- C. **Chain-of-Custody (COC):** A procedure that tracks a product from the point of harvest or extraction to its end use, including all successive stage of processing, transformation, manufacturing, a distribution.
- D. **Chain-of-Custody Certificates:** Certificates signed by manufacturers and fabricators certifying that wood used to make products was obtained from forests certified by an FSC-accredited certification body to comply with FSC STD-01-001.
- E. **Composite Wood and Agrifiber:** Products made of wood particles and/or plant material pressed and bonded with adhesive or resin such as particleboard, medium density fiberboard (MDF), plywood, wheatboard, strawboard, panel substrates, and door cores.
- F. **Corporate Sustainability Report:** A third-party verified report that outlines the environmental impacts of extraction operations and activities associated with the manufacturer's product and the product's supply chain.
- G. **Environmental Product Declaration (EPD):** An independently verified report based on life-cycle assessment studies that have been conducted according to a set of common rules for each product category and peer-reviewed.
  - 1. **Product-Specific Declaration:** A product with a publicly available, critically reviewed life-cycle assessment conforming to ISO 14044 that has at least a cradle to gate scope.
  - 2. **Industry-Wide (Generic) EPD:** Provide products with third-party certification (Type III), including external verification, in which the manufacturer is explicitly recognized as a participant by the program operator. EPD must conform to ISO 14025, 14040, 14044, and EN 15804 or ISO 21930 and have at least a cradle to gate scope.
  - 3. **Product-Specific Type III EPD:** A product with a third-party certification, including external verification, in which the manufacturer is explicitly recognized by the program operator. EPD must conform to ISO 14025, 14040, 14044, and EN 15804 or ISO 21930 and have at least a cradle to gate scope.
- H. **Extended Producer Responsibility (EPR):** Measures undertaken by the maker of a product to accept its own and sometimes other manufacturers' products as postconsumer waste at the end of the products' useful life.
- I. **Health Product Declaration Open Standard (HPD):** A standard format for reporting product content and associated health information for building products and materials.
- J. **Indoor Air Quality (IAQ) Management Plan:** Plan developed by the Contractor to provide a healthy indoor environment for workers and building occupants during construction. Plan must

meet or exceed the recommendations of the Sheet Metal and Air Conditioning Contractors National Association (SMACNA) "IAQ Guidelines for Occupied Buildings Under Construction."

- K. Leadership Extraction Practices: Products that meet at least one of the responsible extraction criteria, which include: extended producer responsibility; bio-based materials; FSC wood products; materials reuse; recycled content; and other USGBC approved programs.
- L. Material Cost: The dollar value of materials being provided to the site, after Contractor mark-ups, including transportation costs, taxes, fees, and shop labor, but excluding field equipment and field labor costs.
- M. Materials Reuse: Reuse includes salvaged, refurbished, or reused products.
- N. Multi-Attribute Optimization: Third party certified products that demonstrate impact reduction below industry average in at least three of the following six categories: global warming potential; stratospheric ozone depletion; acidification; eutrophication; tropospheric ozone creation; nonrenewable resource depletion.
- O. Recycled Content: Recycled content is the sum of postconsumer recycled content plus one-half the preconsumer recycled content, based on cost.
  - 1. "Postconsumer" material is defined as waste material generated by households or by commercial, industrial, and institutional facilities in their role as end users of the product, which can no longer be used for its intended purpose.
  - 2. "Preconsumer" material is defined as material diverted from the waste stream during the manufacturing process. Excluded is reutilization of materials, such as rework, regrind, or scrap, generated in a process and capable of being reclaimed within the same process that generated it.
- P. Regional Materials: Materials that are extracted, harvested, recovered, and manufactured within a radius of 100 miles from the Project site.
- Q. Volatile Organic Compounds (VOC) Emissions Test: Refer to CDPH Standard Method v1.1 definition.

#### 1.04 ADMINISTRATIVE REQUIREMENTS

- A. Work of this project includes completed building and application for LEED certification. Work is not complete until Owner has accepted USGBC's final review of LEED certification.
  - 1. Provide documentation required by LEED and LEED review.
- B. Provide materials and procedures necessary to obtain LEED prerequisites and credits required in this Section. Other Sections may specify requirements that contribute to LEED prerequisites and credits. Refer to other sections for additional materials and procedures necessary to obtain LEED prerequisites and credits.
- C. Respond to questions and requests for additional information from Architect and the USGBC regarding LEED credits until the USGBC has made its determination on the project's LEED certification application.

- D. LEED Online Submittals: Upload LEED documentation submittal data directly to USGBC project "LEED Online" website. Complete online forms at least monthly and as necessary to document LEED credits for submittals required in this Section.
- E. LEED Conference: Schedule and conduct a conference at a time convenient to Owner and Architect within 21 days prior to commencement of the work. Advise Architect, Owner's Commissioning Authority, and Owner's Project Manager of scheduled meeting dates.
  - 1. Attendees: Authorized representatives of Owner, Owner's Commissioning Authority, Owner's Project Manager, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 2. Agenda: LEED goals for the project, Contractor's action plans, and discussion of targeted LEED Prerequisites and Credits.
  - 3. Minutes: Record and distribute minutes to attendees and other entities with responsibilities for obtaining LEED Credits.

#### 1.05 ACTION SUBMITTALS

- A. General: Submit additional LEED submittals required by other Specification Sections.
  - 1. Submit each LEED submittal simultaneously with applicable product submittal.
- B. LEED Documentation Submittals:
  - 1. General, LEED Materials Reporting Form: Project submittals must be accompanied by a completed LEED Materials Reporting Form. Submittal packages must also include highlighted documentation supporting the sustainability claims made on the LEED Materials Reporting Form.
  - 2. SSc5, Heat Island Reduction: Product data for roof and non-roof hardscape products indicating compliance with solar reflectance index (SRI) and solar reflectance (SR) requirements.
  - 3. EAp3, Building-Level Energy Metering: Product data for meters, sensors, and data collection system used to provide continuous metering of building energy-consumption performance.
  - 4. EAc3, Advanced Energy Metering: Product data for meters, sensors, and data collection system used to provide continuous metering of individual energy-consumption performance of any individual energy end uses that represent 10% or more of the total annual consumption of the building.
  - 5. MRp2/MRc5, Construction and Demolition Waste Management: Comply with submittal requirements of Section 01 74 19 "Construction Waste Management and Disposal."
  - 6. MRc2, Building Product Disclosure and Optimization: Environmental Product Declarations complying with LEED requirements.
  - 7. MRc3, Building Product Disclosure and Optimization, Sourcing of Raw Materials: Option 2, Leadership Extraction Practices.
    - a. Extended Producer Responsibility: Product data and certification letter from product manufacturers, indicating participation in an extended producer responsibility program and statement of costs.
    - b. Bio-Based Materials: Product data and certification for bio-based materials, indicating that they comply with requirements. Include statement of costs.

- c. Certified Wood: Product data and chain-of-custody certificates for products containing certified wood. Include statement indicating cost for each certified wood product.
  - d. Materials Reuse: Receipts for salvaged and refurbished materials used for Project, indicating sources and costs.
  - e. Recycled Content: Product data and certification letter from product manufacturers, indicating percentages by weight of postconsumer and preconsumer recycled content for products having recycled content. Include statement of costs.
  - f. Regional Content: Product data and certification letter from product manufacturers, indicating extraction, harvest, recovery, and manufacturer location and distance (miles) from the Project site.
8. MRc4, Building Product Disclosure and Optimization, Material Ingredients: Option 1, Material Ingredient Reporting.
- a. Material ingredient reports for products that comply with LEED requirements for material ingredient reporting, including but not limited to the following:
    - 1) Manufacturer Inventory.
    - 2) Health Product Declaration.
    - 3) Cradle to Cradle certifications.
    - 4) Declare product labels.
9. EQp2/EQc3/EQc4, Indoor Air Quality: Comply with submittal requirements of 01 81 19, Indoor Air Quality Requirements.
10. EQc2, Low-Emitting Materials: Product data, indicating VOC content, volume of product used, emissions testing documents, and/or other required product category evaluation criteria, showing compliance with requirements for low-emitting materials for the following products:

Product Category	VOC Content	Volume Used (budget method only)	General Emissions Compliance	Category Evaluation Compliance
a. Paints and coatings	X	X	X	
b. Adhesives and sealants	X	X	X	
c. Flooring			X	
d. Products containing composite wood or agrifiber products or wood glues				X (ULEF, NAF)
e. Ceilings, walls, thermal and acoustic insulation			X	

1.06 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For LEED coordinator.
- B. Project Materials Cost Data: Provide statement indicating total cost for materials used for Project. Costs exclude labor, overhead, and profit. Include breakout of costs for the following categories of items:
  - 1. Mechanical.

2. Electrical.
  3. Plumbing.
  4. Wood construction materials.
  5. Furniture.
  6. Earthwork and exterior improvements, hard costs.
- C. LEED Action Plan Components: Provide preliminary submittals within 30 days of date established for the Notice to Proceed indicating how the following requirements will be met:
1. MRp2/MRc5, Waste management plan, complying with Section 01 74 19 Construction Waste Management
  2. EQp2/EQ3/EQ4, Indoor air quality plan, complying with Section 01 81 19, Indoor Air Quality Requirements.
- D. LEED Progress Reports: Concurrent with each Application for Payment, submit reports comparing actual construction and purchasing activities with LEED action plans for the following:
1. MRp2/MRc5, Waste reduction progress reports complying with Section 01 74 19 Construction Waste Management
  2. MRc2, Building product disclosure and optimization – environmental product declarations.
    - a. LEEDv4 MR BPDO Calculator or equivalent MR Tracking Sheet monitoring the project's progress towards targeted LEED MR Credits. To be presented at construction meetings.
  3. MRc3, Building product disclosure and optimization – sourcing of raw materials.
    - a. Option 2:
      - 1) Extended producer responsibility.
      - 2) Bio-based materials.
      - 3) Certified wood products.
      - 4) Materials reuse.
      - 5) Recycled content.AND additionally for any product meeting at least one of attributes 1-5 above:
      - 6) Regional content.
    - b. LEEDv4 MR BPDO Calculator or equivalent MR Tracking Sheet monitoring the project's progress towards targeted LEED MR Credits. To be presented at construction meetings.
  4. MRc4, Building product disclosure and optimization – material ingredients.
    - a. LEEDv4 MR BPDO Calculator or equivalent MR Tracking Sheet monitoring the project's progress towards targeted LEED MR Credits. To be presented at construction meetings.
  5. EQc2, Low emitting materials.
    - a. LEEDv4 Low Emitting Materials Calculator or equivalent Low Emitting Materials Tracking Sheet monitoring the project's progress towards targeted LEED Indoor Environmental Quality Credits. To be presented at construction meetings.
  6. EQc3, Indoor air quality, during construction, complying with Section 01 81 19, Indoor Air Quality Requirements.

7. EQc4, Indoor air quality assessment, complying with Section 01 81 19, Indoor Air Quality Requirements.

1.07 QUALITY ASSURANCE

- A. LEED Coordinator: Engage an experienced LEED-Accredited Professional to coordinate LEED requirements. LEED coordinator may also serve as waste management coordinator.

PART 2 - PRODUCTS

2.01 MATERIALS, GENERAL

- A. Provide products and procedures necessary to obtain LEED credits required in this Section. Although other Sections may specify some requirements that contribute to LEED credits, the Contractor shall determine additional materials and procedures necessary to obtain LEED credits indicated. Contractor to determine a combination of credit options best suited for achieving credits required.

1. Exclusions: Special equipment, such as elevators, escalators, process equipment, and fire suppression systems, is excluded from the credit calculations. Also excluded are products purchased for temporary use on the project, like formwork for concrete.

- B. Unauthorized Products: Materials and products required for work of this section shall not contain asbestos, lead, mercury, polychlorinated biphenyls (PCBs), or other hazardous materials identified by the Owner.

2.02 BUILDING PRODUCT DISCLOSURE AND OPTIMIZATION

- A. MRc2, Building Product Disclosure and Optimization, Environmental Product Declarations (EPD): Option 1. Provide at least 20 permanently installed products (sourced from at least 5 different manufacturers) which meet one of the disclosure criteria:

1. Product-Specific Type III EPD: Valued as one whole product.
2. Industry-Wide Type III EPD: Valued as one whole product.
3. Product-Specific Type III EPD (Internally Reviewed): Valued as one whole product.
4. Product-Specific Type III EPD (Externally Reviewed and Verified): Valued as 1-1/2 products.

- B. MRc3, Building Product Disclosure and Optimization, Sourcing of Raw Materials: Option 2, Leadership Extraction Practices. Provide products that meet at least one of the responsible extraction criteria below for at least 20%, by cost, of the total value of permanently installed building products in the project:

1. Extended producer responsibility program.
2. Bio-based materials.
3. Certified Wood: Wood-based materials include, but are not limited to, the following materials when made from wood, engineered wood products, or wood-based panel products:
  - a. Rough carpentry.
  - b. Miscellaneous carpentry.

- c. Heavy timber construction.
  - d. Wood decking.
  - e. Metal-plate-connected wood trusses.
  - f. Structural glued-laminated timber.
  - g. Finish carpentry.
  - h. Architectural woodwork.
  - i. Wood paneling.
  - j. Wood veneer wall covering.
  - k. Wood flooring.
  - l. Wood lockers.
  - m. Wood cabinets.
4. Recycled content.
- a. Exceptions: Do not include furniture, fire protection, operational plumbing, operational mechanical, and operational electrical components, and specialty items, such as elevators and equipment, in the calculation.
5. AND Regional content, only for a product that meets at least one of the attributes 1-4 listed above.
- C. MRc4, Building Product Disclosure and Optimization, Material Ingredients: Option 1, Material Ingredient Reporting.
1. Use at least 20 different permanently installed products from at least five different manufacturers that use any of the following programs to demonstrate the chemical inventory of the product to at least 0.1% (1000 ppm), which meet one of the following disclosure criteria:
- a. Manufacturer Inventory.
  - b. Health Product Declarations (HPDs).
  - c. Cradle to Cradle (C2C) certifications.
  - d. Declare product labels.
- D. MRc4, Building Product Disclosure and Optimization, Material Ingredients: Option 2, Material Ingredient Optimization.
1. Use permanently installed products from at least three different manufacturers that document their material ingredient optimization. Choose either 10 compliant products, or select products that constitute at least 10%, by cost, of the total value of permanently installed products in the project.
- 2.03 LOW-EMITTING MATERIALS
- A. EQc2, Low-Emitting Materials, General Emissions Requirements: Products must demonstrate they have been tested and determined compliant in accordance with California Department of Public Health, (CDHP), Standard Method v1.1-2010, using the applicable exposure scenario. Manufacturer's documentation demonstrating compliance must state the range of total VOCs (tVOC) after 14 days measured as specified in the CDPH Standard Method v1.1 as follows:
- 1. 0.5mg/m<sup>3</sup> or less,
  - 2. between 0.5 and 5.0 mg/m<sup>3</sup> or,
  - 3. 0.50 mg/m<sup>3</sup> or more.

- B. EQc2, Low-Emitting Materials, Paints and Coatings, VOC content: For field applications that are inside the weatherproofing system, 100 percent of paints and coatings shall comply with the limits for VOC content when calculated according to the California Air Resources Board (CARB) 2007, Suggested Control Measure (SCM) for Architectural Coatings, OR the South Coast Air Quality Management District (SCAQMD) Rule 1113, effective June 3, 2011.

Product Type:	Allowable VOC Content (g/L):
Bond Breaker	350
Clear wood finishes - Varnish	275
Clear wood finishes – Sanding Sealer	275
Clear wood finishes - Lacquer	275
Colorant – Architectural Coatings, excluding IM coatings	50
Colorant – Solvent Based IM	600
Colorant - Waterborne IM	50
Concrete – Curing compounds	100
Concrete – Curing compounds for roadways & bridges	350
Concrete surface retarder	50
Driveway Sealer	50
Dry-fog coatings	50
Faux finishing coatings - Clear topcoat	100
Faux finishing coatings – Decorative Coatings	350
Faux finishing coatings - Glazes	350
Faux finishing coatings - Japan	350
Faux finishing coatings – Trowel applied coatings	50
Fire-proof coatings	150
Flats	50
Floor coatings	50
Form release compounds	100
Graphic arts (sign) coatings	150
Industrial maintenance coatings	100
Industrial maintenance coatings – High temperature IM coatings	420
Industrial maintenance coatings – Non-sacrificial anti-graffiti coatings	100
Industrial maintenance coatings – Zinc rich IM primers	100
Magnesite cement coatings	450
Mastic coatings	100
Metallic pigmented coatings	150
Multi-color coatings	250
Non-flat coatings	50
Pre-treatment wash primers	420
Primers, sealers and undercoaters	100
Reactive penetrating sealers	350
Recycled coatings	250

Roof coatings	50
Roof coatings, aluminum	100
Roof primers, bituminous	350
Rust preventative coatings	100
Stone consolidant	450
Sacrificial anti-graffiti coatings	50
Shellac- Clear	730
Shellac – Pigmented	550
Specialty primers	100
Stains	100
Stains, interior	250
Swimming pool coatings – repair	340
Swimming pool coatings – other	340
Traffic Coatings	100
Waterproofing sealers	100
Waterproofing concrete/masonry sealers	100
Wood preservatives	350
Low solids coatings	120

- C. EQc2, Low-Emitting Materials, Paints and Coatings, General Emissions Requirement: For field applications that are inside the weatherproofing system, at least 75 percent of paints and coatings, measured by volume, shall comply with the requirements of the California Department of Public Health (CDPH) Standard Test Method v1.1-2010.
1. To comply with the General Emissions Requirement, products shall meet one of the following:
    - a. UL Greenguard Gold Certified
    - b. SCS Indoor Advantage Gold Certified
    - c. MAS Certified Green
    - d. Meet California Department of Public Health (CDHP), Standard Method v1.1-2010, using the applicable exposure scenario.
- D. EQc2, Low-Emitting Materials, Adhesives and Sealants, VOC content: For field applications that are inside the weatherproofing system, 100 percent of adhesives and sealants shall comply with the limits for VOC content when calculated according to South Coast Air Quality Management District (SCAQMD) Rule #1168, requirements in effect on July 1, 2005, and rule amendment date January 7, 2005:

Architectural Applications:	Allowable VOC Content (g/L):
Indoor carpet adhesives	50
Carpet pad adhesives	50
Outdoor carpet adhesives	150
Wood flooring adhesives	100
Rubber floor adhesives	60
Subfloor adhesives	50
Ceramic tile adhesives	65
VCT and asphalt tile adhesives	50

Dry wall and panel adhesives	50
Cove base adhesives	50
Multipurpose construction adhesives	70
Structural glazing adhesives	100
Single ply roof membrane adhesives	250
Specialty Applications:	
PVC welding	510
CPVC welding	490
ABS welding	325
Plastic cement welding	250
Adhesive primer for plastic	550
Computer diskette manufacturing	350
Contact adhesive	80
Special purpose contact adhesive	250
Tire retread	100
Adhesive primer for traffic marking tape	150
Structural wood member adhesive	140
Sheet applied rubber lining operations specialty	850
Top and Trim adhesive	250
Substrate Specific Applications:	
Metal to metal substrate specific adhesives	30
Plastic foam substrate specific adhesives	50
Porous material (except wood) substrate specific adhesives	50
Wood substrate specific adhesives	30
Fiberglass substrate specific adhesives	80
Sealants:	
Architectural sealant	250
Marine deck sealant	760
Nonmember roof sealant	300
Roadway sealant	250
Single-ply roof membrane sealant	450
Other sealant	420
Sealant Primers:	
Architectural non-porous sealant primer	250
Architectural porous sealant primer	775
Modified bituminous sealant primer	500
Marine deck sealant primer	760
Other sealant primer	750
Other	
Other adhesives, adhesive bonding primers, adhesive primers or any other primers	250

1. Exception: The provisions of SCAQMD Rule 1168 do not apply to adhesives and sealants subject to state or federal consumer product VOC regulations.

- E. EQc2, Low-Emitting Materials, Adhesives and Sealants, General Emissions Requirement: For field applications that are inside the weatherproofing system, at least 75 percent of adhesives and sealants, measured by volume, shall comply with the requirements of the California Department of Public Health (CDPH) Standard Test Method v1.1-2010.
1. To comply with the General Emissions Requirement, products shall meet one of the following:
- UL Greenguard Gold Certified
  - SCS Indoor Advantage Gold Certified
  - MAS Certified Green
  - Meet California Department of Public Health (CDHP), Standard Method v1.1-2010, using the applicable exposure scenario.
- F. EQc2, Low-Emitting Materials, Flooring, General Emissions Requirement: 90 percent of flooring shall comply with the requirements of the California Department of Public Health (CDPH) Standard Test Method v1.1-2010.
1. To comply with the General Emissions Requirement, products shall meet one of the following:
- FloorScore Certified (hard surface flooring and flooring adhesives)
  - Green Label Plus certified (carpet, adhesive, and cushion)
  - NSF/ANSI 332 certified (resilient flooring)
  - Meet California Department of Public Health (CDHP), Standard Method v1.1-2010, using the applicable exposure scenario.
- G. EQc2, Low-Emitting Materials, Composite Wood: 75 percent, measured by cost or surface area, of composite wood and agrifiber products, including Plywood, Medium Density Fiberboard, Hardwood Veneer Plywood, and Structural Composite Wood, shall be made using ultra-low-emitting formaldehyde (ULEF) resins as defined in the California Air Resources Board ATCM or EPA TSCA Title VI for ultra- low-emitting formaldehyde (ULEF) resins or no added formaldehyde resins (NAF).
1. Structural composite wood products must be made with moisture resistant adhesives meeting ASTM 2559, have no surface treatments with added urea-formaldehyde resins or coatings, and must be certified according to one of the following industry standards:
- Plywood: PS 1-09, PS 2-10
  - Oriented strand board: PS 2-10
  - Structural composite lumber: ASTM D 5456-13
  - Glued laminated timber: ANSI A190.1- 2012
  - I-joists: ASTM D 5055-13
  - Cross-laminated timber: PRG 320-15
  - Finger-jointed lumber: DOC PS-20 2015
- H. EQc2, Low-Emitting Materials, Insulation, General Emissions Requirement: 75 percent of insulation measured by cost or surface area, shall be tested according to California Department of Public Health (CDPH) Standard Test Method v1.1-2010.
1. To comply with the General Emissions Requirement, products shall meet one of the following:
- UL Greenguard Gold Certified
  - SCS Indoor Advantage Gold Certified

- c. MAS Certified Green
  - d. Meet California Department of Public Health (CDHP), Standard Test Method v1.1-2010, using the applicable exposure scenario.
- I. EQc2, Low-Emitting Materials, Wall Panels, General Emissions Requirement: 75 percent of wall panel materials by cost or surface area, shall be tested in accordance with CDPH Standard Test Method v1.1-2010.
- 1. To comply with the General Emissions Requirement, products shall meet one of the following:
    - a. UL Greenguard Gold Certified
    - b. SCS Indoor Advantage Gold Certified
    - c. MAS Certified Green
    - d. Meet California Department of Public Health (CDHP), Standard Method v1.1-2010, using the applicable exposure scenario.
- J. EQc2, Low-Emitting Materials, Ceilings, General Emissions Requirement: 90 percent of ceilings by cost or surface area, shall be tested in accordance with CDPH Standard Test Method v1.1-2010.
- 1. To comply with the General Emissions Requirement, products shall meet one of the following:
    - a. UL Greenguard Gold Certified
    - b. SCS Indoor Advantage Gold Certified
    - c. MAS Certified Green
    - d. Meet California Department of Public Health (CDHP), Standard Method v1.1-2010, using the applicable exposure scenario.
- K. EQc2, Low-Emitting Materials, Furniture: At least 75 percent of furniture, measured by cost, shall be tested in accordance with ANSI/BIFMA Standard Test Method v1.1-2010; comply with ANSI/BIFMA e3-2014e Furniture Sustainability Standard, Sections 7.6.1 and/or 7.6.2, using either the concentration modeling approach or the emissions factor approach; and model the test results using the classroom, open plan, private office, or seating scenario in ANSI/BIFMA M7.1, as appropriate. Laboratories that conduct the tests must be accredited under ISO/IEC 17025 for the test methods they use.
- L. Additional Low-Emitting Requirements:
- 1. If the applicable regulation requires subtraction of exempt compounds, any content of intentionally added exempt compounds larger than 1% weight by mass (total exempt compounds) must be disclosed.
  - 2. If a product cannot reasonably be tested as specified above, testing of VOC content must comply with ASTM D2369-10; ISO 11890, part 1; ASTM D6886-03; or ISO 11890-2.
  - 3. Methylene chloride and perchloroethylene may not be intentionally added in paints, coatings, adhesives, or sealants.
- 2.04 INDOOR WATER USE REDUCTION
- A. WEp2, Indoor Water Use Reduction, Appliances: Provide ENERGY STAR or performance equivalent appliances.

- B. WEp2/WEc2, Indoor Water Use Reduction, Plumbing Fixtures: Do not exceed water flow requirements indicated in Division 22 - PLUMBING. All newly installed toilets, urinals, private lavatory faucets, and showerheads that are eligible for labeling must be WaterSense labeled.

### PART 3 - EXECUTION

#### 3.01 NONSMOKING BUILDING

- A. EQp2, Environmental Tobacco Smoke Control: Smoking is not permitted on the property.
  - 1. Refer to Section 01 81 19, Indoor Air Quality Requirements.

#### 3.02 CONSTRUCTION WASTE MANAGEMENT

- A. MRp2 MRc5, Construction and Demolition Waste Management: Comply with Section 01 74 19 Construction Waste Management

#### 3.03 CONSTRUCTION INDOOR-AIR-QUALITY MANAGEMENT

- A. EQc3/EQc4, Construction Indoor Air Quality Management Plan: Comply with Section 01 81 19, Indoor Air Quality Requirements.

END OF SECTION 01 81 13

Doherty Memorial High School  
Worcester, MA

**LEED® V4 MATERIALS REPORTING FORM**

<b>MATERIAL OR PRODUCT:</b>
<b>MATERIAL COST (LESS LABOR AND EQUIPMENT):</b>

Contractor/Installer:	Manufacturer:
Address:	Manufacturer Address:
Contact:	

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

Company: \_\_\_\_\_

**Instructions to Contractor/Installer:** Please complete the following information in all appropriate categories. Use one documentation sheet for each product or material (e.g. tile and grout each get their own sheet). Attach any supporting information to this sheet (e.g. cut sheets, letters from manufacturers, etc.).

**REGIONAL MATERIALS**

(For Division 3-10 & 31.60.00, 32.10.00, 32.30.00, 32.90.00 products and materials)

Product Manufacturer:	Product Name:

*Does the product contain **regionally**<sup>1</sup> extracted, harvested, or recovered<sup>2</sup> materials?*

Raw Materials:	Miles to Project

*Was the material/product **manufactured**<sup>3</sup> and purchased **regionally**?*

Location of Manufacturer (City/State):	
Distance from Manufacturer to Project Site (Miles)	
Location of Distributor (City/State)	
Distance from Distributor to Project Site (Miles)	

**LEED MR Credit 2 – BPDO: Environmental Product Declarations**

*Does the product have a manufacturer's **Environmental Product Declaration (EPD)**<sup>4</sup>?*

Product Manufacturer:	Product Name:	EPD Provided? (Y/N)

1. Regional: within 100 miles of project site as-the-crow-flies.
2. Extraction, harvest, or recovery location: Location of origin for virgin or recycled resources from which the building product's components are made. (i.e. before processing or manufacturing.)
3. Manufactured Location: Final assembly of components into the building product that is furnished or installed.
4. Environmental Product Declaration (EPD): a statement that the item meets the environmental requirements of ISO 14021-1999, ISO 14025-2006 and EN 15804, or ISO 21930-2007.

**LEED MR Credit 3 – BPDO: Sourcing of Raw Materials**

(For Division 3-10 & 31.60.00, 32.10.00, 32.30.00, 32.90.00 products and materials)

*Does the manufacturer participate in an **extended producer responsibility**<sup>5</sup> program?*

Product Manufacturer:	Product Name:	Extended Producer Responsibility Program? (Y/N)

*Is the product **bio-based**<sup>6</sup>? If so, does it meet the Sustainable Agriculture Network's (SAN) Sustainable Agriculture Standard?*

Product Manufacturer:	Product Name:	Meets SAN Sustainable Agriculture Standard? (Y/N)

*Does the material/product contain **FSC Certified wood**?*

Component:	Vendor Chain-of-Custody #	% Wood of Materials	% FSC Wood of Materials	Vendor invoice provided? (Y/N)

*Is the material/product **reused, salvaged or refurbished**?*

Component:	Reused, Salvaged or Refurbished Product? (Y/N)	Actual Cost Paid or Replacement Value (whichever is higher):

*Does the material/product contain **post-consumer**<sup>7</sup> and/or **pre-consumer**<sup>8</sup> recycled content?*

Percentage of post-consumer content:	
Percentage of pre-consumer content:	

*If only part of the assembly contains recycled content, fill in the chart below:*

Assembly Components:	Weight:	% Post-Con	% Pre-Con
Totals by weight (should equal 100% of assembly)			

**LEED MR Credit 4 – BPDO: Material Ingredients**

*Does the product have a manufacturer's **Health Product Declaration (HPD)**<sup>9</sup>?*

Product Manufacturer:	Product Name:	HPD Provided? (Y/N)

5. Extended producer responsibility: measures undertaken by the maker of a product to accept its own and sometimes other manufacturer's products as postconsumer waste at the end of the product's useful life.
6. Bio-based Material: commercial or industrial products that are composed in whole, or in significant part, of biological products, renewable agricultural materials (including plant, animal, and marine materials), or forestry materials. Bio-based raw materials must be tested using ATSM Test Method D6866 and be legally harvested, as defined by the exporting and receiving country. Leather and other animal hides are excluded.
7. Post-Consumer Recycled Content: Portion of material or product which derives from discarded consumer waste that has been recovered for use as a raw material (e.g. plastic water bottles, newspaper)
8. Pre-Consumer Recycled Content: Portion of material or product which derives from recovered industrial materials that are diverted from municipal solid waste for use in a different mfg. process, prior to use by a consumer.
9. Health Product Declaration (HPD): a report of the materials or ingredients content of a building product and the associated health effects. Defining the content of this report is the Health Product Declaration Open Standard™

**LEED EQ Credit 2 – Low-Emitting Materials**

(100% compliance, regardless of Division)

**ADHESIVES, SEALANTS, PAINTS, COATINGS**

Product Manufacturer:	Product Name:

Does the material/product comply with the **VOC content<sup>10</sup>** and **General Emissions testing requirement?**  
(Volume tracked for budget method ONLY.)

Product Name: (as listed above)	VOC Content <sup>10</sup> (g/l)	Volume Used (L)	CDPH Emissions testing compliant? <sup>11</sup>	TVOC Emissions Range	Source Provided? (Y/N)

**FLOORING**

Does the material/product comply with the **General Emissions testing requirement?**

Product Manufacturer:	Product Name:	CDPH Emissions testing compliant?	TVOC Emissions Range	Source Provided? (Y/N)

**COMPOSITE WOOD**

Is the **composite wood material/product ULEF or NAF<sup>12</sup>**?

Product Manufacturer:	Product Name:	ULEF or NAF? <sup>12</sup>	Source Provided? (Y/N)

**CEILINGS, WALLS, THERMAL AND ACOUSTIC INSULATION**

Does the material/product comply with the **General Emissions testing requirement?** If product is a **batt insulation product**, does it contain added formaldehyde, including urea formaldehyde, phenol formaldehyde, and urea-extended phenol formaldehyde?

Product Manufacturer:	Product Name:	CDPH Emissions testing compliant?	TVOC Emissions Range	Source Provided ? (Y/N)	Contains added formaldehyde ?

- 10. All adhesives and sealants wet-applied on site must meet the applicable chemical content requirements of SCAQMD Rule 1168, July 1, 2005. All paints and coatings wet-applied on site must meet applicable VOC limits of the California Air Resources Board (CARB) 2007, Suggested Control Measure (SCM) for Architectural Coatings, or the South Coast Air Quality Management District (SCAQMD) Rule 1113, effective June 3, 2011.
- 11. TVOC Emissions for Building products must be tested and determined compliant in accordance with California Department of Public Health (CDPH) Standard Method v1.1-2010.
- 12. Composite Wood Evaluation as defined by the California Air Resources Board (CARB), Airborne Toxic Measure to Reduce Formaldehyde Emissions from Composite Wood Products Regulation, must be documented to have low formaldehyde emissions that meet the CARB ATCM for formaldehyde requirements for ultra-low-emitting formaldehyde (ULEF) resins or no added formaldehyde (NAF) resins.



**LEEDv4 BD+C: Schools (LEEDv4 SC)**  
**Project Scorecard**

Project: **Doherty Memorial High School**  
 Address: **299 Highland Street, Worcester, MA 01602**  
 Date: **1/11/22**

Yes			Maybe			No				
0	0	1	<b>INTEGRATIVE PROCESS</b>					1	<b>Responsible</b>	
D			1	IPc1 Integrative Process					1	Team
Yes			Maybe			No				
7	0	8	<b>LOCATION &amp; TRANSPORTATION</b>					15	<b>Responsible</b>	
D			N	LTc1 LEED for Neighborhood Development Location					15	Team
D	1			LTc2 Sensitive Land Protection					1	2112
D	2			LTc3 High Priority Site					1-2	Env. Eng.
D	2		3	LTc4 Surrounding Density and Diverse Uses					1-5	TGE
D	1		3	LTc5 Access to Quality Transit					1-4	LPA/TGE/ School
D			1	LTc6 Bicycle Facilities					1	LPA/2112
D			1	LTc7 Reduced Parking Footprint					1	LPA/Nitsch
D	1			LTc8 Green Vehicles					1	LPA/ART
Yes			Maybe			No				
5	3	4	<b>SUSTAINABLE SITES</b>					12	<b>Responsible</b>	
C	Y			SSpr1 Construction Activity Pollution Prevention					Req'd	Nitsch/CM
D	Y			SSpr2 Environmental Site Assessment					Req'd	Env. Eng.
D	1			SSc1 Site Assessment					1	2112, LPA, Nitsch
D			2	SSc2 Site Development - Protect or Restore Habitat					1-2	2112
D			1	SSc3 Open Space					1	2112
D			3	SSc4 Rainwater Management					2-3	Nitsch
D	2			SSc5 Heat Island Reduction					1-2	LPA/2112
D	1			SSc6 Light Pollution Reduction					1	ART/2112
D			1	SSc7 Site Master Plan					1	School
D	1			SSc8 Joint Use of Facilities					1	LPA/School
Yes			Maybe			No				
8	1	3	<b>WATER EFFICIENCY</b>					12	<b>Responsible</b>	
D	Y			WEpr1 Outdoor Water Use Reduction					Req'd	2112
D	Y			WEpr2 Indoor Water Use Reduction					Req'd	SEC / LPA
D	Y			WEpr3 Building-level Water Metering					Req'd	School/SEC
D	1		1	WEc1 Outdoor Water Use Reduction					1-2	2112
D	4		1	WEc2 Indoor Water Use Reduction					1-7	SEC
D	2			WEc3 Cooling Tower Water Use					1-2	SEC
D	1			WEc4 Water Metering					1	SEC
Yes			Maybe			No				
25	6	0	<b>ENERGY &amp; ATMOSPHERE</b>					31	<b>Responsible</b>	
C	Y			EApr1 Fundamental Commissioning and Verification					Req'd	BVH
D	Y			EApr2 Minimum Energy Performance					Req'd	Team/TGE
D	Y			EApr3 Building-level Energy Metering					Req'd	School/SEC
D	Y			EApr4 Fundamental Refrigerant Management					Req'd	SEC
C	6			EAc1 Enhanced Commissioning					2-6	BVH
D	16			EAc2 Optimize Energy Performance					1-16	Team/TGE
D			1	EAc3 Advanced Energy Metering					1	ART/SEC
C			2	EAc4 Demand Response					1-2	School/ART
D	3			EAc5 Renewable Energy Production					1-3	School/ART
D			1	EAc6 Enhanced Refrigerant Management					1	SEC
C			2	EAc7 Green Power and Carbon Offsets					1-2	School
Yes			Maybe			No				
4	4	5	<b>MATERIALS &amp; RESOURCES</b>					13	<b>Responsible</b>	
D	Y			MRpr1 Storage & Collection of Recyclables					Req'd	School/LPA
C	Y			MRpr2 Construction and Demolition Waste Management Plan					Req'd	CM
C			5	MRc1 Building Life-Cycle Impact Reduction					2-5	LPA
C	1		1	MRc2 Building Product Disclosure & Optimization-EPD's					1-2	LPA/CM
C			2	MRc3 Building Product Disclosure & Optimization-Raw Materials					1-2	LPA/CM

C	1	1		MRC4	Building Product Disclosure & Optimization-Material Ingredients	1-2	LPA/CM
C	2			MRC5	Construction and Demolition Waste Management	1-2	CM

Yes Maybe No

8				3				5				16	Responsible
D	Y			EQpr1	Minimum IAQ Performance	Req'd	SEC						
D	Y			EQpr2	Environmental Tobacco Smoke (ETS) Control	Req'd	School						
D	Y			EQpr3	Minimum Acoustical Performance	Req'd	Cavanaugh						
D	2			EQc1	Enhanced IAQ Strategies	1-2	LPA/SEC						
C	2	1		EQc2	Low-Emitting Materials	1-3	LPA/CM						
C	1			EQc3	Construction IAQ Management Plan	1	CM						
C	1	1		EQc4	IAQ Assessment	1-2	School/CM						
D	1			EQc5	Thermal Comfort	1	SEC						
D	1		1	EQc6	Interior Lighting	1-2	LPA/ART						
D			3	EQc7	Daylight	1-3	LPA						
D		1		EQc8	Quality Views	1	LPA						
D			1	EQc9	Acoustic Performance	1	Cavanaugh						

Yes Maybe No

6				0				0				6	Responsible
D	1			INc1.1	Innovation in Design: EB:O&M Starter Kit - Green Cleaning and Pest Management	1	Team						
D	1			INc1.2	Innovation in Design: Purchasing, Lamps	1	Team						
D	1			INc1.3	Innovation in Design: Green Building Education	1	Team						
C	1			INc1.4	Innovation in Design: Occupant Comfort Survey, Safety First pilot credit, or other ID credit	1	Team						
C	1			INc1.5	Innovation in Design Pilot: Integrative Analysis of Building Materials	1	Team						
C	1			INc2	LEED Accredited Professional	1	TGE						

Yes Maybe No

4				0				0				4	Responsible
D	1			RPc1	<u>Optimize Energy Performance (20%/8 pts)</u>	1	TGE						
D	1			RPc2	<u>Renewable Energy Production (5%/2 pts)</u>	1	TGE						
D	1			RPc3	<u>Cooling Tower and Process Water Use (2pts)</u>	1	TGE						
D			x	RPc4	<u>Building Life-Cycle Impact Reduction (2pts)</u>	1	TGE						
D			x	RPc5	<u>Rainwater Management (2 pts)</u>	1	TGE						
D	1			RPc6	<u>Indoor Water Use Reduction (4 pts)</u>	1	TGE						

Yes Maybe No

<b>67</b>	<b>17</b>	<b>26</b>	<b>PROJECT TOTALS (Certification Estimates)</b>				<b>110</b>	
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Certified: 40-49 points Silver: 50-59 points Gold: 60-79 points Platinum: 80+ points

SECTION 01 81 19  
INDOOR AIR QUALITY REQUIREMENTS

**PART 1 – GENERAL**

1.01 RELATED DOCUMENTS

- A. All of the Contract Documents, including General and Supplementary Conditions and Division 1 General Requirements, apply to the work of this section.

1.02 SUMMARY

- A. Requirements for minimum indoor air quality (IAQ) performance standards during the period of construction.
- B. The Contractor shall develop, for Owner and Architect review, a Construction Indoor Air Quality Management Plan for this Project.
- C. Sustainable Design Intent: Comply with project requirements intended to achieve certification, measured and documented according to the LEED-S v4 Rating System, of the US Green Building Council.

1.03 RELATED REQUIREMENTS

- A. Examine Contract Documents for requirements that affect work of this Section. Other Specification Sections that directly relate to work of this Section include, but are not limited to:
  - 1. Section 01 11 00, Summary of Work.
  - 2. Section 01 33 00, Submittal procedures.
  - 3. Section 01 50 00, Temporary facilities and controls.
  - 4. Section 01 74 19, Construction Waste Management.
  - 5. Section 01 81 13, Sustainable Design Requirements.
  - 6. Section 01 91 13, Commissioning.
  - 7. Division 22, 23, 26
  - 8. Divisions 3 through 16 Specification Sections; Specific requirements relating to indoor air quality for each Section.

1.04 PERFORMANCE REQUIREMENTS

- A. Comply with minimum requirements of Sections 4 through 7 of ASHRAE 62.1-2010, Ventilation for Acceptable Indoor Air Quality and approved Addenda.

1. Coordinate with requirements of Section 01 91 13, Commissioning, and Division 23 – MECHANICAL.
- B. Prevent exposure of building systems to environmental tobacco smoke during construction. At a minimum, take the following measures:
  1. Do not allow smoking on/in the project site.
  2. Locate exterior designated smoking areas at least 25 feet away from entries, outdoor air intakes and operable windows.
- C. During construction meet or exceed the minimum requirements of the recommended Control Measures of the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) IAQ Guidelines for Occupied Buildings under Construction, 2nd edition, 2007, ANSI/SMACNA 008–2008, Chapter 3.
- D. Protect occupied portions of the building from transfer of dust and particulate matter, noise and odor emissions generated during construction in compliance with the minimum requirements of the recommended Control Measures of the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) IAQ Guidelines for Occupied Buildings under Construction, 2nd edition 2007, ANSI/SMACNA 008-2008 Chapter 3.
- E. Protect absorptive materials from moisture damage when stored on-site and after installation.
- F. Use materials and products in compliance with the VOC content limits as established in LEED credit IEQ credit Low-Emitting Materials.
- G. During construction, comply with the following requirements, per LEED IEQ Construction Indoor Air Quality Management Plan:
  1. Develop and implement a moisture control plan to ensure dry conditions will be maintained to protect absorptive materials stored on site. Include criteria for protecting the building from moisture intrusion and occupant exposure to mold spores.
  2. If permanently installed air handlers are used during construction, filtration media with a Minimum Efficiency Reporting Value (MERV) of 8 shall be used at each return air grille, as determined by ASHRAE 52.2-2007. Protect active outdoor air intakes and return air grilles with applicable filtration media. Periodically inspect temporary media and replace as necessary. Replace filtration media immediately prior to occupancy with MERV 13 or higher.
  3. Develop and implement a plan to reduce noise and emissions on the construction site; address the following:

Surrounding community noise and vibration impacts. Determine which areas on and adjacent to the site will require special protection from noise.

Construction Worker training and protective equipment. Determine construction activities that may require the use of protective gear or specialty equipment and properly train workers in their use and/or operation.

Source Reduction. Develop and implement policies to limit truck and equipment idling on site and to limit vibration and noise from demolition and construction activities.

- H. Indoor Air Quality Assessment: Comply with one of the following requirements:
1. Option 1: Perform a building flush-out with outside air, either before occupancy or during occupancy.
  2. Option 2: Conduct IAQ testing for air contaminant levels in the building, after construction ends and before occupancy.

#### 1.05 SUBMITTALS

- A. Construction Indoor Air Quality Management Plan: Within 21 calendar days after receipt of Notice to Proceed, the Contractor shall submit Construction IAQ Management Plan.
1. Construction IAQ Management Plan: Include, but do not limit to, the following:
    - a. HVAC Protection.
    - b. Source Control.
    - c. Pathway Interruption.
    - d. Housekeeping.
    - e. Scheduling.
  2. Product Data: Submit for each type of filtration media used during construction and installed immediately prior to occupancy, with MERV values clearly identified.
- B. Indoor Air Quality Assessment:
1. Option 1, Flushout: Signed statement describing the building air flush-out procedures, including the dates when flush-out was begun and completed and statement that filtration media was replaced after flush-out.
    - a. Product Data: Submit for filtration media used during flush-out and occupancy, with MERV values clearly identified.
  2. Option 2, IAQ Testing: Report from testing and inspecting agency indicating results of IAQ testing and documentation showing compliance with IAQ testing procedures and requirements, with testing laboratory name and date clearly identified.

#### 1.06 DELIVERY, STORAGE, AND HANDLING

- A. Take special care to prevent accumulation of moisture on materials and within packaging during delivery, storage, and handling to prevent development of mold and mildew inside packaging and on products.

- B. Immediately remove from site and properly dispose of materials showing signs of mold and mildew, including materials with moisture stains.
- C. When not in use, store products in original sealed containers, in a designated location

## **PART 2 - PRODUCTS**

### 2.01 FILTRATION MEDIA

- A. Filtration Media: Comply with ASHRAE 52.2-2007 and provide filtration media with compliant MERV ratings as required.

## **PART 3 - EXECUTION**

### 3.01 CONSTRUCTION IAQ MANAGEMENT PLAN IMPLEMENTATION

- A. IAQ Manager: The Contractor shall designate an on-site person responsible for instructing workers and overseeing and documenting results of the Construction IAQ Management Plan for the Project.
- B. Distribution: The Contractor shall distribute copies of the Construction IAQ Management Plan to the Job Site Foreman, each subcontractor, the Owner, and the Architect.
- C. Instruction: The Contractor shall provide on-site instruction of appropriate procedures and methods to be used by all parties at the appropriate stages of the Project.
- D. Preconditioning: Allow products, which have odors and significant VOC emissions, to off-gas in specified dry, well-ventilated space for sufficient period to dissipate odors and emissions prior to delivery to Project.
  - 1. Remove containers and packaging from materials prior to conditioning to maximize off-gassing of VOCs.
  - 2. Condition products in ventilated warehouse or other building.
- E. Coordinate Construction IAQ Management Plan with final cleaning as indicated in 017700 - CLOSEOUT PROCEDURES.

### 3.02 INDOOR AIR QUALITY (IAQ) ASSESSMENT

- A. Indoor Air Quality Assessment: Option 1, Flush-Out:
  - 1. After construction ends, prior to occupancy and with all interior finishes installed, perform a building flush-out by supplying a total volume of 14,000 cu. ft. of outdoor

air per sq. ft. of floor area while maintaining an internal temperature of at least 60 deg F and a relative humidity no higher than 60 percent.

a. Operating Requirements: Refer to Division 23 - HVAC.

2. If occupancy is desired prior to flush-out completion, the space may be occupied following delivery of a minimum of 3500 cu. ft. of outdoor air per sq. ft. of floor area to the space. Once a space is occupied, it shall be ventilated at a minimum rate of 0.30 cfm per sq. ft. of outside air or the design minimum outside-air rate, whichever is greater. During each day of the flush-out period, ventilation shall begin a minimum of three hours prior to occupancy and continue during occupancy. These conditions shall be maintained until a total of 14,000 cu. ft./sq. ft. of outside air has been delivered to the space.

b. Operating Requirements: Refer to Division 23 - HVAC.

B. Indoor Air Quality Assessment: Option 2, Indoor Air Quality Testing: Engage testing agency to perform the following:

1. Conduct baseline IAQ testing, after construction ends and prior to occupancy, using testing protocols consistent with the EPA's "Compendium of Methods for the Determination of Air Pollutants in Indoor Air," and as additionally detailed in the USGBC's "LEED Reference Guide for Building Design and Construction."  
2. Demonstrate that contaminants do not exceed the concentrations listed below:

- a. Formaldehyde: 27 ppb.
- b. Particulates (PM10): 50 micrograms/cu. m.
- c. Ozone: 0.075 ppm.
- d. Total Volatile Organic Compounds (TVOCs): 500 micrograms/cu. m.
- e. Carbon Monoxide (CO): 9 ppm and no greater than 2 ppm above outdoor levels.
- f. Target Volatile Organic Compounds: California Department of Public Health (CDPH) Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers, v1.2-2017, Table 4-1.

3. For each sampling point where the concentration exceeds the limit, take corrective action and retest for the noncompliant contaminants at the same sampling points. Repeat until all requirements are met.

4. Air-sample testing shall be conducted as follows:

- a. All measurements shall be conducted prior to occupancy but during normal occupied hours, and with building ventilation system starting at the normal daily start time and operated at the minimum outside-air flow rate for the occupied mode throughout the duration of the air testing.
- b. Building shall have all interior finishes installed, including, but not limited to, millwork, doors, paint, carpet, and acoustic tiles. Nonfixed furnishings, such as workstations and partitions, are encouraged, but not required, to be in place for the testing.
- c. Number of sampling locations varies depending on the size of building and number of ventilation systems. For each portion of building served

by a separate ventilation system, the number of sampling points shall not be less than one per 5000 sq. ft.

- 1) For large open spaces, one sampling point per 50,000 sq. ft. may be used.
- d. Air samples shall be collected between 3 and 6 feet from the floor to represent the breathing zone of occupants, and over a minimum four-hour period.

END OF SECTION

Section 01 91 13

COMMISSIONING AND BUILDING ENCLOSURE REQUIREMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. All related Specification sections shall be used in conjunction with this Section.
- C. Owner's Project Requirements and Basis of Design documentation prepared by the Owner and Architect / Engineer contain requirements that apply to this section.

1.02 SUMMARY

- A. This section includes requirements for commissioning during the construction phase, functional testing phase and the building turnover phase. Includes requirements for all specified and associated systems, subsystems and equipment. The intent of this section is to specify the commissioning responsibilities of the Contractor, HVAC Subcontractor, TAB Subcontractor, Automated Temperature Controls Subcontractor, Plumbing Subcontractor, Electrical Subcontractor, Fire Protection Subcontractor, all trades associated with the Building Envelope systems. The Contractor will assure participation and cooperation of his subcontractors as required for the commissioning process. The Commissioning Authority for this project will be hired by the Owner.
- B. This project has been designed to meet the requirements of the US Green Building Council's Leadership in Energy and Environmental Design for Building Design & Construction (LEED BD&C) (Version 4) Green Building Rating System. This commissioning section includes all requirements of the LEED program for EA Prerequisite for Fundamental Commissioning of the Building Energy Systems and EA Credits for Enhanced Commissioning Option 1, Path 1 and Option 2 as described in the Energy and Atmosphere section. These requirements will be adhered to, regardless of whether the owner chooses to formally register this project with USGBC.
- C. The Commissioning Authority is not responsible for construction means, methods, coordination between trades, job safety or any other related management function on the job site.

1.03 DEFINITIONS

- A. Architect: Includes Architect identified in the Contract for Construction between Owner and Contractor.
- B. Automated temperature controls (ATC): building management system and components providing automated control of related environmental and/or process systems and equipment.

- C. Basis of Design (BoD): A document that records concepts, calculations, decisions, and product selections used to meet the Owner's Project Requirements and to satisfy applicable regulatory requirements, standards, and guidelines. The document includes both narrative descriptions and lists of individual items that support the design process.
- D. Commissioning Plan: A document that outlines the organization, schedule, allocation of resources, and documentation requirements of the commissioning process.
- E. Contractor or Construction Manager: The prime manager of construction activities identified in the Contract for Construction between Owner and Contractor.
- F. Construction Checkout Documents / Pre-Functional Checklists: The Commissioning Authority will produce pre-functional checklists that can be used by the Contractor / Subcontractors prior to the start of functional testing. These checklists are tools to help the Construction Manager and Subcontractors verify that the installation complies with the Contract Documents. Any deficiencies that are found can then be corrected early in the process when the Contractors are fully mobilized on the site. The pre-functional checklists will be created for all equipment included in the scope of the commissioning process.
- G. Commissioning Authority (referred to herein as the CxA): The individual or group responsible for executing the commissioning process.
- H. Engineering Professionals: Includes the Engineers identified in the Contract for Construction between Owner and Contractor, responsible for design of HVAC, plumbing, fire protection, electrical, communications, controls for HVAC systems and other related systems.
- I. Leadership in Energy and Environmental Design for Building Design and Construction (LEED BD+C): A rating system provided by the U.S. Green Building Council that rates the environmentally friendly and energy efficient performance of a newly renovated building based on established guidelines
- J. Mock-up (system or component): A system, or component of a system, that is constructed ahead of other similar pieces of equipment that allows the Commissioning Authority and the installing contractors the ability to evaluate the installation. It allows early testing of system / equipment applications, user interfaces, component interaction techniques and check out of the building automation logic.
- K. Owner's Project Requirements (OPR): A document that details the functional requirements of a project and the expectations of how it will be used and operated. These include Project goals, measurable performance criteria, cost considerations, benchmarks, success criteria, and supporting information.
- L. Ongoing Commissioning (OCx): An ongoing process to resolve operating problems, improve occupant comfort and optimize energy use. This takes place during the "Warranty" phase of the project and will be executed by reviewing the BMS and trend logs to identify any potential operational issues regarding systems and equipment. Working with the building staff, the Commissioning Authority will assist with proper operation of the building systems for the first year after acceptance. The Commissioning Authority will make quarterly site visits to discuss equipment maintenance, operations and control sequencing and safeties through the change of seasons.

- M. Subcontractor: Individual contractors responsible to the Construction Manager for installation of specific systems to be commissioned.
- N. Systems, Subsystems, Equipment, and Components: Where these terms are used together or separately, they shall mean "as-built" systems, subsystems, equipment, and components.
- O. Testing, Adjusting, and Balancing (TAB): Testing, adjusting and balancing of air and water systems, subsystems, equipment and components as required per the contract documents.

#### 1.04 COMMISSIONING TEAM

- A. Members Appointed by Contractor(s): Individuals, each having the authority to act on behalf of the entity he or she represents, explicitly organized to implement the commissioning process through coordinated actions. The commissioning team shall consist of, but not be limited to, representatives of each Contractor, including Project superintendent and subcontractors, installers, suppliers, and specialists deemed appropriate by the Commissioning Authority.
- B. Members Appointed by Owner or Owner representative:
  - 1. The Commissioning Authority: Owner or Owner representative has engaged the Commissioning Authority under a separate contract.
  - 2. Representatives of the Owner or Owner representative including facility users and operation and maintenance personnel.
  - 3. Architect and engineering design professionals.

#### 1.05 OWNER'S OR OWNER'S REPRESENTATIVES RESPONSIBILITIES

- A. Provide the Owner's Project Requirements and Basis of Design documentation for use in developing the commissioning plan, checklists and testing plans, operation and maintenance training plan, and a systems manual.
- B. Assign operation and maintenance personnel and schedule them to participate in commissioning team activities, including but not limited to, the following:
  - 1. Coordination and testing meetings.
  - 2. Training in operation and maintenance of systems, subsystems, and equipment.
  - 3. Demonstration of operation of systems, subsystems and equipment.
  - 4. Review system performance and recent building history throughout the warranty phase of the project with the Commissioning Authority.

#### 1.06 COMMISSIONING RESPONSIBILITIES

- A. The responsibilities of various parties in the commissioning process are provided in this section. It is noted that the services for the Owners Project Manager, Architect, HVAC mechanical and electrical designers/engineers, and Commissioning Authority are not provided for in this contract. That is, the Construction Manager is not responsible for providing their services. Their responsibilities are listed here to clarify the commissioning process.

B. All Parties:

1. Follow the Commissioning Plan: (The commissioning plan is an informational document that clarifies how the commissioning process shall proceed. This plan is developed by the Commissioning Authority and outlines the responsibilities of the Commissioning Authority, Owner as well as what services will be required of the Design Team, Construction Manager and their subcontractors. This document fully describes the processes that will be used to carry out commissioning.)
2. Attend commissioning scoping meeting and additional meetings, as necessary.

C. Architect / Engineer - Construction and Acceptance Phase:

1. The owner manages the Commissioning Authority contract.
2. Attend the commissioning scoping meeting and selected commissioning team meetings.
3. Perform normal submittal review, construction observation as contracted.
4. Coordinate resolution of system deficiencies identified during commissioning, according to the contract documents.
5. Provide the Commissioning Authority with a copy of all bulletins, sketches, RFIs, addenda and any project document updates to help keep the commissioning plan up to date.

D. Commissioning Authority - Construction and Acceptance Phase:

1. The Commissioning Authority is not responsible for design concept, design criteria, compliance with codes, design or general construction scheduling, cost estimating, or construction management. The Commissioning Authority may assist with problem solving, non-conformance or deficiencies but, ultimately, that responsibility resides with the general contractor and the A/E. The primary role of the Commissioning Authority is to develop and coordinate the testing plan manual, to observe and document performance – which systems are functioning in accordance with the documented design intent and in accordance with the Contract Documents. The Contractors will provide all tools or the use of tools to start, checkout and functionally test equipment and systems, except for specified testing with portable data-loggers, which shall be supplied and installed by the Commissioning Authority.
2. Coordinates and directs the commissioning activities in a logical, sequential and efficient manner using consistent protocols and forms, centralized documentation, clear and regular communications and consultations with all necessary parties, frequently updated timelines and schedules and technical expertise.
3. Coordinate the commissioning work and, with the Construction Manager, ensure that commissioning activities are being scheduled into the master schedule.
4. Plan and conduct a commissioning scoping meeting and other commissioning meetings.
5. Request and review additional information required to perform commissioning tasks, including O&M materials, contractor start-up and checkout procedures.
6. Before startup, gather and review the current control sequences and interlocks and work with contractors and design engineers until sufficient clarity has been obtained, in writing, to be able to write detailed testing procedures.
7. Review normal Contractor submittals applicable to systems being commissioned for compliance with commissioning needs, concurrent with the A/E reviews.
8. Write and distribute pre-functional tests and checklists.
9. Overview the development of an enhanced start-up and initial systems checkout plan with Sub-contractors.

10. Perform site visits to observe component and system installations. Attends selected planning and job-site meetings to obtain information on construction progress. Review construction meeting minutes for revisions/substitutions relating to the commissioning process. Assist in resolving any discrepancies.
11. Witnessing any ductwork pressure testing and cleaning. Verifying adherence of the Indoor Air Quality during construction as required by LEED.
12. Verify pre-functional tests and checklist completion by reviewing pre-functional checklist reports and by selected site observation and spot-checking.
13. Verify systems startup by reviewing start-up reports and by selected site observation.
14. Review Testing Adjustment and Balancing execution plan and sample report.
15. Verify air and water systems balancing by reviewing completed reports and by selected site observation.
16. Write the functional performance test procedures for equipment and systems.
17. Coordinate, witness and approve "mock-up" installations of systems and equipment as defined in this division, section 3.03.
18. Analyze any functional performance trend logs and monitoring data to verify performance.
19. Coordinate witness and approve manual functional performance tests performed by installing contractors. Coordinate retesting as necessary until satisfactory performance is achieved.
20. The exterior building envelope installation will be verified by the review of select shop drawings; conducting a building envelope kick-off meeting onsite with the CM, architect, owner, and envelope related subcontractors; attendance at commissioning meetings; review of exterior envelope mock-ups; and site inspections with follow up reports.
21. Witnessing and evaluation of select envelope field quality control testing.
22. Maintain a master deficiency and resolution log and a separate testing record. Provide the Contractor with written progress reports and test results with recommended actions.
23. Oversee the training of the Owner's operating personnel.
24. Review of equipment warranties.
25. Review and approve the preparation of the O&M manuals (one master set).
26. Development of a systems training manual.
27. Provide a final commissioning report.
28. Organize and perform seasonal or deferred testing of equipment and systems.
29. Confirm proper operation of equipment and trend logs to be used during the Ongoing Commissioning (OCx) period and the warranty phase of the project.

E. Project Manager - Owner's Representative - Construction and Acceptance Phase:

1. Facilitate the coordination of the commissioning work by the Commissioning Authority, and, with the Contractor to ensure that commissioning activities are being scheduled into the master schedule by the Contractor well in advance.
2. Review the final Commissioning Plan.
3. Attend a commissioning scoping meeting and other commissioning team meetings.
4. Perform the normal review of contractor submittals.
5. Furnish a copy of all construction documents, addenda, change orders and approved submittals and shop drawings related to commissioned equipment to the Commissioning Authority.
6. Review the functional performance test procedures submitted by the Commissioning Authority, prior to testing.
7. When necessary, observe and witness pre-functional checklists, startup and functional testing of selected equipment.

8. Review commissioning progress and deficiency reports (Bluerithm) and respond to issues assigned.
9. Coordinate the resolution of non-compliance and design deficiencies identified in all phases of commissioning.
10. A representative shall attend a commissioning scoping meeting and other necessary meetings scheduled by the Commissioning Authority to facilitate the commissioning process.
11. Arrange for facility operating and maintenance personnel to attend various field commissioning activities including equipment & system “mock-ups” and field training sessions.
12. Assist with the establishment of remote access to the BMS to allow the warranty phase Ongoing Commissioning activities to be completed.

F. Construction Manager - Construction and Acceptance Phase:

1. Construction Manager shall assign representatives with expertise and authority to act on its behalf and shall schedule them to participate in and perform commissioning process activities including, but not limited to, the following:
  - a. Evaluate performance deficiencies identified in test reports and, in collaboration with entity responsible for system and equipment installation, recommend corrective action.
  - b. Provide the Commissioning Authority with a detailed and accurate construction schedule updated on a monthly basis. Coordinate scheduling of commissioning activities with the Commissioning Authority and include them in the construction schedule.
  - c. Provide a schedule for equipment submittals, installation manual submittals, operation and maintenance data submittals, equipment start-up, and testing to Commissioning Authority for incorporation into the commissioning plan. Update schedule on a monthly basis throughout the construction period.
  - d. Provide Commissioning Authority with copies of all approved change orders or other modifications impacting construction when approved.
  - e. Participate in construction phase coordination meetings.
  - f. Participate in commissioning inspections.
  - g. Ensure accurate completion of construction checkout documents for all systems to be commissioned prior to verification site visits by the Commissioning Authority.
  - h. Certify readiness of systems to be commissioned prior to functional performance testing.
  - i. Participate in functional performance testing of systems to be commissioned.
  - j. Provide safe access for building systems to be tested including man lifts, staging, scaffolding, and/or ladders as needed.
  - k. Provide 110-volt power and water (3/4" hose) within 100' of areas to be tested.
  - l. Provide labor as needed to assist the testing agent with safe access, moving equipment, temporary partitioning, or masking required for testing.
  - m. Resolving issues identified during commissioning and coordinating correction of deficiencies. Ensure responses to open issues within two weeks of being posted via online tracking database (BlueRithm).
  - n. Participate in operation and maintenance planning and verification.
  - o. Participate in operation and maintenance training sessions.
  - p. Participate in final review of equipment and systems and participate in final acceptance meeting.

- q. Certify the work is complete and systems are operational according to the contract documents, including calibration of controls and any instrumentation.
  - r. Coordinate subcontractor commissioning activities.
  - s. Review and approve final commissioning documentation.
  - t. Assist in coordinating personnel and providing documentation, as needed, to meet the LEED requirements.
  - u. Assist in coordinating the Subcontractors, as needed, to perform testing of systems and equipment as it relates to project phasing.
  - v. Assist in coordinating the Subcontractors, as needed, to perform deferred or opposite seasonal testing of systems and equipment.
  - w. Assist in coordinating the Subcontractors to resolve issues discovered during the system performance review completed during the warranty phase Ongoing Commissioning activities.
  - x. Assist with the establishment of remote access to the BMS to allow the warranty phase Ongoing Commissioning activities to be completed.
  - y. Coordinate and arrange for mock-up systems and equipment as defined in this division, section 3.03.
- G. Subcontractors shall assign representatives with the expertise and the authority to act on behalf of the entity responsible for installation of systems to be commissioned who shall participate in and perform commissioning team activities including, but not limited to, the following:
- 1. Provide a schedule for equipment submittals, installation manual submittals, operation and maintenance data submittals, equipment start-up, and testing to Commissioning Authority for incorporation into the commissioning plan. Update schedule on a monthly basis throughout the construction period.
  - 2. Participate in construction phase coordination meetings.
  - 3. Provide information to the Commissioning Authority for developing construction phase commissioning plan including, but not limited to:
    - a. Schedule as mentioned above.
    - b. Equipment submittals.
    - c. Installation manual submittals.
    - d. Operation and maintenance information submittals.
    - e. Complete construction checkout documents for all systems to be commissioned.
  - 4. Provide all necessary assistance and work associated with the completeness and installation of "mock-up" equipment as defined in this division, section 3.03.
  - 5. Maintain updated Project Record Documents for periodic review by the Commissioning Authority and submit final record documents at project completion.
  - 6. Participate in functional performance testing of systems to be commissioned.
  - 7. Participate in test procedures meeting.
  - 8. Provide technicians who are familiar with the construction and operation of the installed systems, are trained in the use of required testing instruments and procedures to participate in testing of installed systems, subsystems and equipment.
  - 9. Participate in operation and maintenance planning, documentation and verification.
  - 10. Resolving issues identified during commissioning and coordinating correction of deficiencies. Ensure responses to open issues within two weeks of being posted via online tracking database (E-Builder).
  - 11. Participate in training sessions for Owner's operation and maintenance personnel.
  - 12. Participate in final review at acceptance meeting.

13. Participate, as needed, in performing deferred or opposite seasonal testing of systems and equipment.
14. Assist in coordinating personnel and providing documentation, as needed, to meet the LEED requirements.
15. Participate, as needed, in establishment of communications necessary for the warranty phase Ongoing Commissioning activities.

#### 1.07 COMMISSIONING DOCUMENTATION

- A. Commissioning Plan: A document, prepared by the Commissioning Authority, that outlines the schedule, allocation of resources and documentation requirements of the commissioning process, including but not limited to, the following:
1. Plan for delivery and review of submittals, systems manuals and other documents and reports. Identification of the relationship of these documents to other functions and a description of submittals that are required to support the commissioning processes. Submittal dates include the latest date approved submittals must be received without adversely affecting commissioning.
  2. Overview of the organization, layout and content of commissioning documentation and a description of documents to be provided along with identification of responsible parties.
  3. Identification of systems and equipment to be commissioned.
  4. Description of schedules for testing procedures along with identification of parties involved in performing and verifying tests.
  5. Identification of items that must be completed before the next operation can proceed.
  6. Description of responsibilities of commissioning team members.
  7. Description of observations to be made.
  8. Description of requirements for operation and maintenance training, including required training materials.
  9. Description of expected performance for systems, subsystems, equipment and controls.
  10. Requirements for documenting changes on a continuous basis to appear in the project record documents.
  11. Process and schedule for completing construction checklists for systems to be commissioned,
  12. Step by step procedures for testing systems, subsystems and equipment with descriptions for methods of verifying relevant data, recording the results obtained and listing parties involved in performing and verifying tests.
- B. Construction Checkout Documents / Pre-functional Checklists: The Commissioning Authority shall develop construction checklists for each system to be commissioned including interfaces with the ATC system, safeties, and interlocks. Separate entries will be provided for each item to be checked. Construction checklists will be completed by the installing Subcontractor and verified by the Contractor and Commissioning Authority. Space will be provided for sign off of installing Subcontractor, Contractor and Commissioning Authority. Pre-Functional Checklists will also serve as the Contractor's Certificate of Readiness. Each checklist will include, but not limited to, the following:
1. Name and identification code of each item being checked.
  2. Verification of each item including verification of all required data and construction practices listed in the construction checklists. This list outlines all work necessary to be completed prior to the start of functional testing for the particular system, subsystem and equipment.

3. Notation of any equipment or installation that deviates from approved submittals or the construction documents.
  4. Name(s) of personnel involved with verification and dates on which verification activities and construction checklists were completed.
- C. Witness systems, assemblies, equipment, and component startup.
- D. Hydronic Start-up Documents: Documentation that narrates the flushing, cleaning, chemical treatment, pressure testing and air bleeding of any associated hydronic systems, assemblies, equipment, and component start-up. Documentation should identify individuals present who witnessed said testing.
- E. Certificate of Readiness: Certificate of Readiness shall be signed by the Contractor, Subcontractor(s), Installer(s) and Commissioning Authority certifying that systems, subsystems, equipment, and associated controls are ready for testing and that all relevant information including submittals, installation data and operation and maintenance documentation has been submitted. Completed construction checklists signed by the responsible parties shall accompany this certificate. For the Doherty Memorial High School project, Pre-Functional Checklists will serve as Certificates of Readiness.
- F. Functional Performance Testing: The Commissioning Authority shall develop functional performance test documents for each system to be commissioned including interfaces and interlocks. Separate entries will be provided for each item to be tested. The Commissioning Authority shall prepare separate tests for each mode of operation and provide space to indicate whether the mode under test responded as required. All information gathered will be documented by the Commissioning Authority. Each test will include, but not limited to, the following:
1. Name and identification of each item being checked.
  2. Date of test.
  3. Indication of whether the record is for a first test or retest following correction of a problem or issue.
  4. List of deficiencies.
  5. Calibration of sensors and sensor function.
  6. Testing conditions under which test was conducted, including (where applicable) ambient conditions, setpoints, override conditions, and status and operating conditions that impact the results of the test.
  7. Control sequences for mechanical and electrical systems.
  8. Verification of control signals for each setpoint at specified conditions.
  9. Responses to control signal at specified conditions.
  10. Sequence of responses to control signals at specified conditions.
  11. Electrical demand or power input at specified conditions.
  12. Expected performance of systems, subsystems and equipment at each step of the tests. Narrative description of observed performance of systems, subsystems and equipment. Notation to indicate whether the observed performance at each step meets the expected results.
  13. Interaction of auxiliary equipment.
- G. Test and Verification Reports: The Commissioning Authority will create test scenarios, record test data, observations, and measurements on test documents. Photographs, forms and other means appropriate for the application shall be included with test documentation. The Commissioning

Authority will compile test and verification reports and verification certificates and include them in the commissioning report.

- H. Training Plans: To be prepared by the contractor and submitted to the Commissioning Authority and the Owner for review and comment prior to finalizing training plans.
- I. Trend logs: The Controls Contractor will ensure all necessary trends are set up and recording per the Commissioning Authority requirements for use during the Ongoing Commissioning period. These trend logs will record data in a location accessible to the Commissioning Authority via remote login. The trend log data will be recorded every 15 minutes, unless specified otherwise by the Commissioning Authority. The trend data will be available by the Commissioning Authority in an electronic .CSV format, or other format as specified by the Commissioning Authority.
- J. Corrective Action Documents: The Commissioning Authority will document corrective action taken for systems and equipment that fail tests including required modifications to systems and equipment and revisions to test procedures. Retest and final results will also be documented.
  - 1. Issues Log or Commissioning Notice: The Commissioning Authority prepares and maintains an issues log that describes design, installation and performance issues that are at variance with the owner's project requirements, BoD and contract documents. Identification and tracking of issues as they are encountered, documenting the status of unresolved and resolved issues. Issues log is shared with members of the Design/Construction/Commissioning team via an internet database.
    - a. BlueRithm: Is an on-line issue tracking database used by the Commissioning Authority to track issues and assign responsibility for corrective action. All members of the Commissioning Team have access to BlueRithm to respond to issues and / or deficiencies. Open issues will be sorted by the individual trades. Once the Contractor / Subcontractor(s) have made any necessary corrections they will update their specific issues on-line for re-verification by the Commissioning Authority.
- K. Systems Training Manual: The Commissioning Authority shall develop a systems training manual for the operation and maintenance personnel that includes the intended operation of the systems and equipment listed as well as document setpoints and schedules. It should be noted that the Systems Training Manual does not in any way replace the Subcontractor / vendor training nor does it relieve Subcontractor(s) of their responsibilities as outlined in other divisions within the contract documents.

#### 1.08 SUBMITTALS BY CONTRACTOR

- A. Information listed below shall be submitted with the product and system product literature and shop drawing submittals for review and approval by the Owner, Architect, Engineering Professionals and the Commissioning Authority. This information will be used to confirm the product compliance with the Contract Documents and to establish detailed commissioning requirements and procedures. The information shall be specific to each system to be commissioned and shall be inclusive of all related systems, equipment and components.
  - 1. Manufacturer cut sheets and product literature and shop drawings in accordance with the requirements of other divisions.

2. Manufacturer's detailed installation and start-up requirements including equipment checklists for each piece of equipment.
3. Operation instructions.
4. Manufacturer's recommended maintenance and troubleshooting procedures.
5. Warranty and owners obligations to maintain warranty.
6. Detailed product data for each piece of equipment including part load capacities, electrical components and requirements, etc. (As appropriate)
7. Manufacture's certified test reports on each piece of equipment.
8. Performance curves for each piece of equipment being submitted. (As appropriate)
9. Coordination and Record Drawings.
10. Logic flow diagrams for control systems sequences of operation. Include detailed sections of the Sequence of Operations for related function groups.
11. Interpret function groups for clarity.
12. Indicate initial setpoints, reset schedules, sensor locations, etc.
13. The Automated Temperature Controls (ATC) contractor shall provide event and/or trend logs, as needed, in the interval and format requested by the Commissioning Authority.

B. Operation and Maintenance Manuals:

1. The Contractor shall develop the Operation and Maintenance manuals in accordance with the requirements indicated in Division 01.
2. All submittal information indicated in item 1.08A above shall be included in the operations and maintenance manual in addition to the information required below.
3. Manufacturer's break-in instructions.
4. Manufacturer suggested service requirements.
5. Spare parts list edited for specific equipment used on the project. Provide names/numbers of local distributors for spare parts.
6. Copy of all equipment specifications.
7. Preventative maintenance instructions.
8. Troubleshooting guide.
9. Plumbing and HVAC piping sanitation certificates.
10. Air and Water Balancing Reports.
11. Warranties and Warranty start dates.
12. Equipment Start-up Reports

1.09 QUALITY ASSURANCE

- A. Operations and Maintenance Training Instructor Qualifications: Equipment training shall be provided by a factory authorized technical representatives, experienced in training, operation and maintenance procedures for installed systems, subsystems and equipment.

1.10 COORDINATION

- A. Coordination Meetings: The Commissioning Authority shall conduct periodic coordination meetings of the commissioning team to review progress on the commissioning plan, to discuss scheduling conflicts and to discuss upcoming commissioning process activities.
- B. Pretesting Meetings: The Commissioning Authority shall conduct pretest meetings of the commissioning team to review start-up reports, pretest verification results, testing procedures,

testing personnel and instrumentation requirements and manufacturer's authorized service representative services for each system, subsystem, equipment and component to be tested.

- C. Testing Coordination: The Commissioning Authority shall coordinate sequence of testing 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 verification.
- D. Manufacturer's Field Services: The Commissioning Authority shall coordinate services with the help of the Contractor/Subcontractor of manufacturer's field services.

#### 1.11 SYSTEMS TO BE COMMISSIONED

- A. The following systems will be commissioned where applicable in this project.
  - 1. Building Envelope Systems - air, thermal, vapor, and water control layers for the following systems:
    - a. Above and below grade foundations.
    - b. Slabs-on-grade.
    - c. Below grade slabs and foundations enclosing conditioned space.
    - d. Exterior walls.
    - e. Exterior fenestration (windows, storefronts, doors, curtain walls).
    - f. Exterior cladding.
    - g. Roofs.
  - 2. Any renewable energy systems, as required by LEED.
  - 3. HVAC Systems:
    - a. Custom fabricated Rooftop air-handling units with return/exhauster fan, VRV Dx Coil, Energy Recovery Wheel, variable frequency drives, and dampers.
    - b. Packaged Rooftop Air Handling Units
    - c. Air cooled Heat Pump Condensing Units
    - d. Supplemental Cooling Units
    - e. Variable Air Volume Supply Boxes
    - f. Exhaust Fans
    - g. Heating System
      - 1) Gas-Fired Boilers
      - 2) Hot Water Pumps including variable frequency drives
      - 3) Radiant Panels
      - 4) Fin-tube Radiation
      - 5) Cabinet Unit Heaters
      - 6) Steam PRV's
      - 7) Hydronic Specialties
    - h. Chilled Water System:
      - 1) Chillers
      - 2) Chilled Water Pumps including variable frequency drives

- 3) Hydronic Specialties
  - i. Air and Water Balancing Services
  - j. Building Automation System associated with systems being commissioned.
  - k. Building Automation System Graphics / Correct Mapping of Control Points.
4. Plumbing:
  - a. Gas-Fired Water Heater and associated recirculation pumps
  - b. Thermostatic Mixing Valves
  - c. Emergency Eyewash/Shower Stations
  - d. Storm Water Sump / Ejector Pump
5. Electrical:
  - a. Lighting and lighting controls, including occupancy sensors to ensure they are configured and sensitivity is correct.
  - b. Data and Communication System.
  - c. Paging System.
  - d. Security System.
  - e. Conduct a "Pull-the-Plug Test" to verify equipment restart on both emergency and normal power modes.
  - f. New XXX Generator
  - g. Automatic transfer switches.
  - h. Fuel oil pumping system, including fuel oil pumps, day tanks, monitoring systems, fuel filtration & polishing, storage tanks, and heat tracing and fuel oil leak detection system. Includes control interlocks for fire alarm and building automation system.
  - i. Electrical Testing: Typically, the job specifications will purchase the following scope of services regarding electrical equipment testing by the Electrical Contractor:
    - 1) Short Circuit Study
    - 2) Protective Device Coordination
    - 3) Grounding Infrastructure
    - 4) Transformers, Switchboards, Motor Control Centers, Panelboards
    - 5) Breaker Testing
    - 6) Load Bank Testing
  - j. BVH intends to witness and/or verify testing by the installing contractors in accordance with the Contract Documents as shown above for electrical testing.
6. Life Safety:
  - a. Fire Alarm system
  - b. Security systems
  - c. Fire suppression systems
  - d. Fire pump
  - e. Emergency Lighting system

## PART 2 - PRODUCTS

### 2.01 TEST EQUIPMENT

- A. All standard testing equipment required to perform start-up and initial checkout and required functional performance testing shall be provided by the Division contractor for the equipment being tested.
- B. All testing equipment shall be of sufficient quality and accuracy to test and/or measure system performance with the tolerance specified in this Section. The Contractor(s) instrumentation shall meet the following standards:
  - 1. Be of sufficient quality and accuracy to test and/or measure system performance within the tolerances required to determine adequate performance.
  - 2. Be calibrated on the manufacturer's recommended intervals with calibration tags permanently affixed to the instrument being used.
  - 3. Be maintained in good repair and operating condition throughout the duration of use on this project.
  - 4. Be recalibrated / repaired if dropped and/or damaged in any way since last calibrated.

## PART 3 - EXECUTION

### 3.01 TESTING PREPARATION

- A. Prerequisites for Testing:
  - 1. Certify that systems to be commissioned have been completed, calibrated and manufacturer start-ups (where required) are complete. Verify systems to be commissioned are operating according to the owner's project requirements, BoD, and the contract documents and the Certificates of Readiness are signed and submitted.
  - 2. Certify that building instrumentation and automated temperature controls associated with the systems to be commissioned have been completed and calibrated and are operating according to the owner's project requirements, BoD, and the contract documents and that preset set points have been recorded.
  - 3. Certify that TAB procedures have been completed and that TAB reports have been submitted, discrepancies corrected and corrective work approved.
  - 4. Test systems and intersystem performance after approval of construction checklists for systems, subsystems, and equipment.
  - 5. Set systems, subsystems, and equipment into operating mode to be tested (i.e. normal shut down, normal auto position, normal manual position, unoccupied cycle, emergency power and alarm conditions.)
  - 6. Verify each operating cycle after it has been running for a specified period and is operating in a steady state condition.
  - 7. Inspect and verify the position of each device and interlock identified on checklists. Sign off each item as acceptable or failed. Repeat this test for each operating cycle that applies to system being tested.
  - 8. Check safety cutouts, alarms and interlocks with smoke control and life safety systems during each mode of operation.

9. Update checklists or data sheet after a deficiency is observed and corrected.
  10. Verify equipment interface with monitoring and control system and TAB criteria including the following:
    - a. Supply and return flow rated for variable flow and constant volume systems in each operational mode, including maximum and minimum flow capacity.
    - b. Operation of terminal units in both heating and cooling cycles.
    - c. Minimum outdoor air intake in each operational mode and at minimum and maximum airflows.
    - d. Building pressurization.
    - e. Total exhaust airflows and total outdoor air intake.
    - f. Operation of indoor air quality monitoring systems.
  11. Verify proper responses of monitoring and control systems controllers and sensors to include the following:
    - a. For each controller or sensor, record the indicated monitoring and control system reading and the test instrument reading. If the initial test indicates that the test reading is outside of the control range of the installed device, check calibration of the installed device and adjust as required. Retest malfunctioning devices and record results on checklist or data sheet.
    - b. Report deficiencies and prepare an issues log entry.
  12. Verify that construction checkout of systems to be commissioned has been completed and approved. The Commissioning Authority shall verify construction checkout and start-up including requirements specified in individual Division Sections and equipment manufacturer's recommendations.
- B. Testing Instrumentation: Install measuring instruments and logging devices to record test data for the required test period. Instrumentation shall monitor and record full range of operating conditions and shall allow for calculation of total capacity of system for each mode of operation. Operational modes may include the following:
1. Occupied and unoccupied
  2. Full load and minimum flow
  3. Maximum flow and minimum flow
  4. Warm up and cool down
  5. Economizer cycle
  6. Emergency power supply
  7. Life safety alarm modes
  8. Temporary upset of system operation
  9. Partial occupancy conditions
  10. Special cycles
- 3.02 START-UP, CONSTRUCTION CHECKLISTS AND INITIAL CHECKOUT
- A. The following procedures apply to all equipment to be commissioned.
- B. General: Each piece of equipment receives full construction checkout. No sampling strategies are used. The construction checkout protocol for a given system must be successfully completed

prior to formal functional performance testing of equipment or subsystems of the given system. Before any system start-ups begin, the Contractor(s) shall conduct a final installation verification audit for their work. The Contractor shall be responsible for completion of all work including change orders and punch list items to the Owner's / Commissioning Authority's satisfaction. This visual check of the various systems to be commissioned shall verify that all components are properly installed. The following items as a minimum shall be observed, but not be limited to, check of:

1. Air Distribution Systems:
  - a. Mounting and support of equipment.
  - b. Noise, vibration, air and water leaks.
  - c. Air filtration, presence and operation of dampers, diffusers, grilles, fire dampers and access doors.
  - d. Presence of thermostats and other adjustable temperature control devices.
  - e. Presence of smoke sensors and other safety devices.
  - f. Instrumentation, gauges, thermometers and flow measuring devices.
  - g. Access to equipment and filters.
  - h. Insulation of ductwork is complete.
  - i. Ductwork is sealed.
  - j. Power available to equipment.
  - k. Temperature controls are complete.
  - l. Air and water balancing is complete and a hand written report available.
  
2. Heating and Cooling Systems Equipment and Piping:
  - a. Service access is acceptable.
  - b. Proper cycling.
  - c. Excessive noise, vibration or leaks.
  - d. Presence of safety devices and controls.
  - e. Proper identification of all piping, valves, starters and equipment.
  - f. Pressure testing and flushing of systems.
  - g. Power available to equipment.
  - h. Temperature controls are complete.
  - i. Equipment start-up and checkout by the manufacturer's representatives are complete.
  - j. Air and water balancing is complete and a hand written report available.
  
3. Plumbing Systems and Equipment:
  - a. Service access is acceptable.
  - b. Proper cycling.
  - c. Excessive noise, vibration or leaks.
  - d. Presence of safety devices and controls.
  - e. Proper identification of all piping, valves, starters and equipment.
  - f. Pressure testing and flushing of systems.
  - g. Power available to equipment.
  - h. Equipment start-up and checkout by the manufacturer's representatives are complete.
  
4. Fire Protection System and Equipment:

- a. Service access is acceptable.
  - b. Proper cycling.
  - c. Excessive noise, vibration or leaks.
  - d. Presence of safety devices and controls.
  - e. Proper identification of all piping, valves, starters and equipment.
  - f. Pressure testing and flushing of systems.
  - g. Power available to equipment.
  - h. Equipment start-up and checkout by the manufacturer's representatives are complete.
  - i. Emergency power complete and in place.
5. Building Electrical System and Equipment:
- a. Service access is acceptable to all devices.
  - b. Presence of safety devices and controls.
  - c. Proper identification of all starters, switches and equipment.
  - d. Power available to equipment.
  - e. Equipment start-up and checkout by the manufacturer's representatives are complete.
- C. If any work is found incomplete, incorrect, or non-functional, the Contractor shall correct the deficiency before system start-up work proceeds.
- D. Contractor shall provide a full start-up plan for each system to be commissioned including all subsystems, equipment and components which shall at a minimum include the following documentation:
1. Construction Check-out Documents
  2. Manufacturer's standard written start-up procedures copied from the installation manuals with check boxes by each procedure and a signature block added by hand at the end.
  3. Manufacturer's normally used field checkout sheets.
- E. Construction Checkout Documents / Pre Functional Checklists:
1. Job specific pre-functional checklists will be provided by the Commissioning Authority along with additional minimum testing and demonstration requirements as set forth by the Owner.
- F. Sensor Calibration:
1. Calibration of all sensors shall be included as part of the construction checklists performed by the Contractors.
- 3.03 FUNCTIONAL PERFORMANCE TESTING
- A. This sub section applies to commissioning functional performance testing for all Divisions.
  - B. Objectives and Scope:

1. The objective of functional performance testing is to demonstrate that each system is operating according to the documented design intent and Contract Documents. Functional testing facilitates bringing the systems from a state of substantial completion to full dynamic operation. Additionally, during the testing process, areas of deficient performance are identified and corrected, improving the operation and function of the systems.
  2. In general, each system to be commissioned should be operated through all modes of operation where there is a specified system response. Verifying each sequence in the sequences of operation is required. Proper responses to such modes and conditions as power failure, freeze condition, low oil pressure, no flow, equipment failure, etc. shall be tested.
- C. The responsible subcontractor or his/her designee executes the performance of the construction checkout, start-up, and checkout. When checking off construction checklists, signatures may be required of other subcontractors for verification of completion of their work.
- D. The Commissioning Authority shall observe, at minimum, the procedures for each piece of primary equipment.
- E. For lower level components of equipment, (i.e. VAV boxes, sensors, controllers), the Commissioning Authority shall observe 10% of the construction checkout and start-up procedures.
- F. The subcontractors shall execute start-up and provide the Commissioning Authority with a signed and dated copy of the completed start-up and construction checklists.
- G. Only individuals that have a direct knowledge and witness that a line item task on the construction checklist was actually performed shall initial or check that item off.
- H. Test Methods:
1. Mock-Up Systems:
    - a. "Mock-Up" equipment and systems are to be completed in all respects and readied for functional testing prior to building completion. These systems are as follows:
      - 1) Exterior Envelope
      - 2) Typical Air Handling Unit
      - 3) Typical Variable Air Volume Boxes (VAVs) & reheat coils
    - b. "Mock-up" equipment is defined as systems and equipment that are in sufficient quantities where early detection of system deficiencies will help to reduce future rejection of equipment. These are permanent installations – not temporary for the sake of demonstration only. The equipment "mock-up" will establish a level of quality of the equipment installation and its operation. This proactive approach will reduce future installation and operational errors of repetitive equipment.
    - c. "Mock-up" equipment will be reviewed and approved by the Engineer, CA, and Owner's Representative
    - d. "Mock-up" equipment will be deemed readied for testing and approval as defined below:
      - 1) Building envelope exterior windows and wall assemblies.

- a) CM to verify exterior envelope air, vapor, and water barriers are complete on the mockup.
  - b) CM to verify with installer that cure times of all sealants will have been met prior to testing (seven days cure time minimum).
  - c) CM to verify access to mockup and appropriate equipment (lifts, ladders, staging) is available to safely access the mockup.
  - d) CM to verify water via 3/4" hose and 110-volt power is available at the mockup.
  - e) CM to coordinate with owner, architect, CM, manufacturers, and installers to be present for testing.
  - f) CM to coordinate with testing agent to ensure proper weather conditions for testing. Typically 40 deg. F or above, no precipitation, and low winds.
- 2) Air Handling Unit:
- a) Manufacturer start-up completed and report submitted
  - b) Associated VFD is operational (if applicable)
  - c) Ductwork on unit completed, sealed, and insulated
  - d) Piping to coils for unit is completed per detail
  - e) Chilled Water piping installation completed
  - f) All piping is insulated
  - g) Equipment identification installed
  - h) Pipe and duct identification completed
  - i) Valve tags installed
  - j) Final filters installed
  - k) All Gages and Thermometers installed
  - l) Condensate pans trapped and piped to proper drain
  - m) VAV boxes downstream under control to at least allow BMS command to open.
  - n) Automatic Temperature Controls installed, functioning, and reporting to the BAS, including all associated sensors and airflow measuring devices
- 3) Variable Air Volume Boxes (VAV):
- a) Equipment identification installed
  - b) Piping to VAV reheat coil is completed as per detail. Pipe Identification and Valve tagging completed
  - c) Piping is insulated
  - d) Primary and secondary air ducts are completed, sealed, and insulated
  - e) All diffusers served by VAV are installed with proper flex runs to limit any air velocity noise.
  - f) Unit supports in place.
  - g) Automatic Temperature Controls installed, functioning, and reporting to the BAS, including all associated sensing devices.
- e. CM is responsible to schedule and provide all necessary time and personnel to achieve the "mock-up" installations. CM will coordinate this effort with the CA and Owners Representative for acceptance.

2. Functional performance testing and verification may be achieved by manual testing (persons manipulate the equipment and observe performance) or by monitoring the performance and analyzing the results using the control system's graphic trend log capabilities.
3. Tests shall be performed using design conditions whenever possible and where required.
4. Set-up:
  - a. Each function and test shall be performed under conditions that simulate actual conditions to the closest practical approximation.
  - b. The Contractor executing the test shall provide all necessary materials, system modifications, etc. to produce the flows, pressures, temperatures, etc. necessary to execute the test under specified conditions.
  - c. At completion of the test, the Contractor shall return all affected building equipment and systems to their pre-test condition.
  - d. Functional performance testing will commence as systems are brought to substantial completion and will be done on a system by system basis. The results of these tests will be documented and submitted to the Owner for final system acceptance. The Commissioning Authority shall attain this objective by developing individual systems testing protocols which, when implemented by the trade Contractor, will allow the Commissioning Authority to observe, evaluate, identify deficiencies, recommend modifications, adjust, and document the systems and systems equipment performance over a range of load and functional levels. Functional performance testing as a minimum will be performed on the following systems:
5. Air Distribution Systems:
  - a. The Testing and Balancing Contractor (TAB) shall demonstrate total airflow at each piece of air handling equipment at simulated full cooling, heating and/or max/min or fresh (outside) air.
  - b. The TAB and the ATC contractors shall demonstrate the calibration of all Airflow monitoring stations.
  - c. Spot checks of approximately 50% of air outlets shall be made. The Commissioning Authority shall select outlets and the air balancer shall demonstrate a reading of that outlet. Where appropriate, the thermostat shall be adjusted to simulate full cooling, full heating, etc.
  - d. The Testing and Balancing Contractor (TAB) shall demonstrate proper room static pressure with respect to the adjacent space(s).
  - e. Observe motor HP draw at selected fan motors.
  - f. Discrepancies between the balancing report and spot check results shall be dealt with to correct all deficiencies. In the event that significant deficiencies are detected, the entire balancing procedure shall be repeated.
    - 1) Any noted drafts or noisy air distribution devices shall be evaluated and corrective action taken.
    - 2) The Testing and Balancing Contractor (TAB) shall verify the proper calibration of temperature, pressure and safety devices as installed on the various pieces of mechanical equipment. The Testing and Balancing Contractor (TAB) shall assist the Commissioning Authority in the proper setting of all temperature, pressure and safety devices.
    - 3) Any balancing related problems identified during the functional testing procedures shall be addressed and corrected.

6. Hydronic Systems:
  - a. The Testing and Balancing Contractor shall demonstrate total water flows at each pump, air handler, chiller and terminal heating equipment.
  - b. The TAB and the ATC contractors shall demonstrate the calibration of all Hydronic flow monitoring stations.
  - c. Spot checks of approximately 50% of hydronic terminals shall be made. The Commissioning Authority shall select terminals and the balancer shall demonstrate a reading at the equipment via the flow control device or by using an ultrasonic device.
  - d. Discrepancies between the balancing report and actual testing results shall be dealt with to correct all deficiencies. In the event that significant deficiencies are detected, the entire balancing procedure shall be repeated.
  - e. Assist in verifying the calibration and operation of any flow meters and differential pressure sensors.
  - f. Any balancing related problems identified during the functional testing procedures shall be addressed and corrected.
  
7. Exhaust Systems:
  - a. The Testing and Balancing Contractor (TAB) shall demonstrate total airflow at each exhaust fan system.
  - b. Spot checks of approximately 50% of air outlets shall be made. The Commissioning Authority shall select outlets and the air balancer shall demonstrate a reading of that outlet.
  - c. The Testing and Balancing Contractor (TAB) shall demonstrate proper room static pressure with respect to the adjacent space(s).
  - d. Observe motor HP draw at selected fan motors.
  - e. Discrepancies between the balancing report and spot check results shall be dealt with to correct all deficiencies. In the event that significant deficiencies are detected, the entire balancing procedure shall be repeated.
  - f. Any noted drafts or noisy air distribution devices shall be evaluated and corrective action taken.
  - g. Any balancing related problems identified during the functional testing procedures shall be addressed and corrected.
  
8. Automatic Temperature Controls (ATC):
  - a. ATC Contractor shall demonstrate the proper operation of the temperature control sequences for each air handling systems, variable air volume boxes, boilers, chillers, pumps, exhaust and terminal heating/cooling equipment as listed in 1.11 of this Section.
  - b. ATC Contractor shall demonstrate the proper sequences as they apply to the equipment listed in 1.11 of this Section: This includes but not limited to the following:
    - 1) Occupied/unoccupied time sequences.
    - 2) Night setback/night set-up features.
    - 3) Morning warm-up sequences.
    - 4) Air-side economizers.
    - 5) Proper control of steam boilers and associated equipment such as deaerator, boiler feed pumps, condensing economizer system and combustion air.

- 6) Proper control of discharge air temperature from air handling equipment including reset temperature sequences.
  - 7) Heating hot water discharge temperature control to the building systems including hot water reset.
  - 8) Proper staging and control of the heat exchangers.
  - 9) Lead/lag operation of the various pumps.
  - 10) Control of hot water freeze pumps.
  - 11) Proper control and discharge temperatures from the reheat coils.
  - 12) Operation and control of the fan coils and unit heaters.
  - 13) Proper operation and control of the chillers and cooling towers.
  - 14) Run standby operation of pumps.
  - 15) Proper operation and control of any energy recovery systems.
  - 16) Proper control of the exhaust fans
  - 17) Proper annunciation of building alarms including fail safe controls and proper shut down of equipment.
  - 18) Proper control of all air handling equipment with respect to air volume.
  - 19) Demonstrate any terminal box operation for 30 consecutive days (24 / 7) without a system problem. Shall include temperature and humidity (where applicable) and recording of same.
  - 20) Calibration of all temperature pressure and safety devices.
  - 21) Proper display of all ATC graphics.
  - 22) Control of all automatic control valves and dampers.
  - 23) Assist in calibration of all airflow stations.
  - 24) Set up long-term recording trend logs to allow continues monitoring of the system operation during the warranty phase of the project. See Ongoing Commissioning (OCx) requirements elsewhere in this document.
9. Building Envelope Systems: Requirements for fog, water, air, infrared, and blower door field testing:
- a. CM to verify exterior envelope air, vapor, and water barriers are complete at test areas prior to testing.
  - b. CM to verify with installer that cure times of all sealants will have been met prior to testing (seven days cure time minimum).
  - c. CM to verify safe access to test areas and appropriate equipment (lifts, ladders, staging) is available.
  - d. CM to verify water via 3/4" hose and 110-volt power is available within 100' of each test area for window and CW tests.
  - e. CM to verify window and CW test areas are ready for testing.
    - 1) All interior brackets, shades, blinds, and screens have been left off or removed so a test enclosure can be fit to the window.
    - 2) All interior brackets, shades, blinds, and screens have been left off or removed so a test enclosure can be fit to the window.
    - 3) All exterior shades, awnings, or brackets have been left off or removed so the spray rack(s) can be installed outside.
  - f. CM to coordinate with owner, architect, CM, manufacturers, and installers to be present for testing.
  - g. CM to coordinate with testing agent to ensure proper weather conditions for testing. Typically 40 deg. F or above, no precipitation, and low wind for window and CW

- testing. No precipitation, low wind, and 20 deg. F temperature difference from inside to outside for blower door and infrared testing.
- h. CM to provide access to the building, HVAC shutdown and start-up, and temporary partitioning and masking as needed for blower door testing.
10. Plumbing Systems:
- a. Verify proper operation and control of the domestic water heating system.
  - b. Proper operation and calibration of the thermostatic mixing valves.
  - c. Verify proper operation of the backflow preventer systems.
  - d. Demonstrate proper operation and control of the various pumping systems – (i.e. domestic water booster, sewage ejector, re-circulation pumps)
  - e. Demonstrate the ability of the domestic hot water system to maintain the design minimum water temperature at all the faucets serviced by the system for 5 minutes while all faucets are active.
  - f. Demonstrate domestic hot water at the faucet within a reasonable amount of time of faucet opening.
11. Electrical Systems:
- a. Demonstrate proper operation of all building lighting, lighting control systems and occupancy sensors.
  - b. Demonstrate proper operation of electrical supply and distribution metering system.
  - c. Demonstrate proper operation of the emergency generator, transfer switch, emergency power and uninterruptible power supply (UPS) systems.
  - d. Verify proper operation of variable frequency drive systems, main electrical gear systems, low and medium voltage systems, and ground systems.
  - e. Demonstrate proper operation of elevator systems.
12. Life Safety Systems:
- a. Verify operation of fire pump, fire alarm, and egress lighting.
13. Coordination and Scheduling:
- a. Scheduling is the responsibility of the Contractor. Commissioning activities shall be scheduled through the Contractor. The Contractor shall be responsible for integrating functional performance testing and commissioning requirements into the master activity schedule.
  - b. The subcontractors shall provide sufficient notice to the Commissioning Authority regarding their completion schedule for the construction checklists and start-up of all equipment and systems. The Commissioning Authority shall direct, witness and document the functional testing of all equipment and systems.
  - c. Subcontractors are responsible for execution of all tests.
  - d. Functional testing is conducted after construction checklists and start-up has been satisfactorily completed. The control system is sufficiently tested and approved by the Commissioning Authority before it is used for TAB or to verify performance of other components or systems.
  - e. The Contractor shall verify completeness of the building envelope, perimeter and interior items which affect proper operation and control of HVAC, Plumbing, Fire Protection and electrical equipment and systems.

- f. The air and water balancing is completed and debugged before functional testing of air and water related equipment or systems.
- g. Testing proceeds from components to subsystems to systems.
- h. When the proper performance of all interacting individual systems has been achieved, the interface or coordinated responses between systems is checked.

14. Problem Solving:

- a. The Commissioning Authority will recommend solutions to problems found, however the burden of responsibilities to solve, correct and retest problems rests with the Contractor, Subcontractor, Architect and Engineering Professionals.

15. Trend Logs:

- a. Upon completion of successful functional performance testing, contractor shall submit graphic trend logs, in the requested format, to the Commissioning Authority.
- b. Submit graphic trend log for each piece of controlled equipment for each controlled parameter.
- c. Trend logs shall demonstrate successful performance for a seven-day period unless the controlled process requires a longer timeline.
- d. Trend log color printouts shall be submitted demonstrating successful seasonal performance.
- e. Trend logs shall be color graphic with legend submitted to the Commissioning Authority in printout.

3.04 SEASONAL/DEFERRED TESTING

- A. The purpose of (opposite) seasonal functional testing is to evaluate the performance of selected equipment during design weather conditions that may not have been available during the initial functional testing. Ideally cooling equipment needs to be functionally tested under hot, humid summer conditions to ensure proper operation in accordance with design specifications. The same is true for heating hot water and steam systems which require colder, winter climates.
- B. The functional testing performed during seasonal testing will adhere to the guidelines listed above in item 3.03 in this section.
- C. Any deficiencies will be documented and submitted to the Contractor and correction of these items will be the responsibility of the respective Subcontractors.

3.05 WARRANTY PHASE REVIEW / ONGOING COMMISSIONING (OCx)

- A. The Commissioning Authority will provide Ongoing Commissioning Services (OCx) as an ongoing process to resolve operating problems, improve occupant comfort and optimize energy use during the twelve-month Warranty Phase of the project. This verification of performance encompasses the following scope of services and shall satisfy the qualifications and requirements of LEED v4/4.1 Monitoring-Based Commissioning:
  - 1. Develop performance baselines for energy and comfort. Compare monthly energy use against energy model developed during the design phase.

2. Develop monitoring based procedures and identify points to be measured and evaluated to assess performance of the energy and water consuming systems.
3. Track and verify energy and comfort performance for at least one year of the warranty period.
4. A monthly review of HVAC system operation via remote access through the Building Management Systems (BMS). Examine building in detail to identify any potential operating and comfort problems, component failures or degradation, and causes of inefficiency.
5. Access to event logging and trend log review for troubleshooting will be provided by the ATC contractor. Trend logs will be provided in the format and interval requested by the Commissioning Authority.
6. Assist building staff with understanding the building systems for the first year after acceptance of the building. Intent will be to visit the site quarterly to discuss equipment maintenance, operations and control sequencing, and safeties through the various changes of seasons.
7. A monthly written summary of findings and observations for each BMS review session and site visit. Will be provided to the Owner and contractor(s), if requested.
8. A quarterly meeting with the school operations and maintenance staff to review findings from review and analysis of building energy use, commissioned systems and space trend data. These quarterly meetings may also be used to discuss any specific questions or concerns the operations and maintenance staff may have regarding the commissioned systems to help direct the commissioning consultant's efforts for subsequent review and analysis.

- B. If necessary, BVH will require remote access to the BMS system to review the BMS operations.
- C. Any warranty related deficiencies will be documented and submitted to the Contractor and correction of these items will be the responsibility of the respective Subcontractors.

### 3.06 DOCUMENTATION, NON-COMFORMANCE AND APPROVAL OF TESTS

A. Documentation:

1. The Commissioning Authority will witness and document the results of functional performance tests using the specific procedural forms developed for that purpose.
2. Reports will include measured data, data sheets and a comprehensive summary describing the operation of systems at the time of testing.
3. Data sheets for each controller verifying proper operation of the control system, the system it serves, the service it provides and its location will be provided.

B. Non-Conformance:

1. The Commissioning Authority will record the results of the functional testing on the procedure or test form.
2. Corrections of minor deficiencies identified may be made during the tests at the discretion of the Commissioning Authority. In such cases the deficiency and resolution will be documented on the procedure form.
3. Every effort will be made to expedite the testing process and minimize unnecessary delays, while not compromising the integrity of the procedures. However, the Commissioning Authority will not be pressured into overlooking deficient work or loosening acceptance

- criteria to satisfy scheduling or cost issues, unless there is an overriding reason to do so at the request of the Owner.
4. Should a deficiency be identified during checkout, start-up or testing, the Commissioning Authority will discuss the issue with the responsible subcontractor. When there is no dispute on the deficiency and the subcontractor accepts responsibility to correct it.
    - a. The Commissioning Authority documents the deficiency and the subcontractor's response and intentions and they go on to another test or sequence.
    - b. After a system performance testing is complete, the Commissioning Authority submits the noncompliance issues on BlueRithm.
  5. If there is a dispute about a deficiency, regarding whether it is a deficiency or who is responsible:
    - a. The deficiency shall be documented on BlueRithm BlueRithm with the subcontractor's response and the item shall be tagged for the Engineer / Architect to review and comment for resolution.
  6. Resolutions are made at the lowest management level possible. Other parties are brought into the discussions as needed. Final interpretive authority is with the Owner.
  7. The Commissioning Authority documents the resolution process.
  8. Once the interpretation and resolution have been decided, the appropriate party corrects the deficiency. The Commissioning Authority reschedules the test and the test is repeated until satisfactory performance is achieved. Also, an additional envelope test of another like system or piece of equipment shall be completed at the cost of the party responsible for the faulty test.
  9. If it is determined that the system is constructed according to the Contract Documents, Owner will decide whether modifications required to bring the performance of the system to the owner's project requirements and BoD documents shall be implemented or if tests will be accepted as submitted. If corrective Work is performed, Owner will decide if tests shall be repeated and a revised report submitted.
  10. Cost of Retesting.
    - a. The cost for the subcontractor to re-perform a construction check-out or functional test, if they are responsible for the deficiency, shall be theirs. If they are not responsible, any cost recovery for retesting costs proposed shall be negotiated with the appropriate party.
    - b. The time for the Commissioning Authority to direct any retesting required because a specific construction checklist or start-up test item, reported to have been successfully completed, but determined during functional testing to be false, will be negotiated with the appropriate party, who may choose to recover costs from the party responsible for executing the faulty test.
    - c. Failure Due to Manufacturer Defect:
      - 1) If 10% or three, whichever is greater, of identical pieces (size alone does not constitute a difference) of equipment fail to perform to the Contract Documents (mechanically or substantively) due to manufacturing defect, not allowing it to meet its submitted performance spec, all identical units may be

considered unacceptable by the Commissioning Authority. In such case, the subcontractor shall provide the following:

- a) Within one week of notification from the Contractor, the subcontractor or manufacturer's representative shall examine all other identical units making a record of the findings.
  - b) The findings shall be provided by the Commissioning Authority within two weeks of the original notice.
  - c) Within two weeks of the original notification, the Contractor, subcontractor or manufacturer shall provide a signed and dated, written explanation of the problem, cause of failures, etc. and all proposed solutions which shall include full equipment submittals.
- 2) The proposed solutions shall significantly exceed the specification requirements of the original installation.
  - 3) The Owner and Design Team will determine whether a replacement of all identical units or a repair is acceptable.
  - 4) Two examples of the proposed solution will be installed by the subcontractor and the subcontractor will be allowed to test the installations for up to one week, upon which the Owner and Design Team will decide whether to accept the solution.
  - 5) Upon Acceptance, the Contractor and/or manufacturer shall replace or repair all identical items, at their expense and extend the warranty accordingly, if the original equipment warranty had begun. The replacement/repair work shall proceed with reasonable speed beginning within one week from when parts can be obtained.
    - a) Approval: The Commissioning Authority notes each satisfactorily demonstrated function on the test form. The Commissioning Authority recommends acceptance of each test using a standard form.
    - b) Deferred Testing:
      - (1) If tests cannot be completed because of a deficiency outside the scope of the subcontractor responsible for installation of the System to be Commissioned, the deficiency shall be documented and reported. Deficiencies shall be resolved and corrected by appropriate parties and test rescheduled.
      - (2) If the testing plan indicates specific seasonal testing, appropriate initial performance tests shall be completed, documented, and additional tests scheduled.

### 3.07 OPERATION AND MAINTENANCE TRAINING REQUIREMENTS

- A. The Contractor shall be responsible for coordination, scheduling and completing operations and maintenance training for the Owners designated personnel on all Systems to be Commissioned.
  1. Training materials shall be submitted for review and approval of the Commissioning Authority well in advance of training.
  2. Trainer qualifications and certifications shall be submitted for review and approval of the Commissioning Authority well in advance of training.

3. Each subcontractor responsible for training will submit a written training plan to the Commissioning Authority for review and approval prior to training. The plan will include field orientation during installation, classroom instruction and field training after the completion of installation and cover the following elements:
    - a. Equipment (included in training)
    - b. Intended audience
    - c. Location of training
    - d. Objectives
    - e. Subjects covered (description, duration of discussion, special methods, etc.)
    - f. Duration of training on each subject.
    - g. Instructor for each subject
    - h. Methods (classroom lecture, video, site walk-through, actual operational demonstrations, written handouts, etc.)
    - i. Instructor and qualifications
  4. For the primary equipment, the Controls subcontractor shall provide a short discussion of the control of the equipment during the mechanical or electrical training conducted by others.
  5. Subcontractors shall provide all qualified personnel, including manufacturer representatives, for equipment and system training.
- B. The Commissioning Authority will verify and approve the content and adequacy of the training of Owner personnel for systems to be commissioned.
1. Training rigor: to be established by Owner and Commissioning Authority.
  2. In addition to these general requirements, the specific training requirements for Owner personnel are specified in Division 01.
- C. Training Planning Meeting: Before operation and maintenance training, the Commissioning Authority shall convene a training planning meeting to include Owner's operation and maintenance personnel, each Contractor, and subcontractors. In addition to requirements specified in other Divisions, perform the following:
1. Review the Owner's Project Requirements and Basis of Design.
    - a. Review installed systems, subsystems, and equipment.
    - b. Review instructor qualifications
    - c. Review instructional methods and procedures.
    - d. Review training module outlines and contents.
    - e. Review course materials (including operation and maintenance manuals.
    - f. Verify and discuss locations and other facilities required for instruction.
    - g. Review and finalize training schedule and verify availability of educational materials, instructors, audiovisual equipment, and facilities needed to avoid delays.
    - h. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

3.08 EXCLUSIONS

- A. The Commissioning Authority is not responsible for construction means, methods, coordination between trades, job safety or any other related management function on the job site.
- B. The Contractor and Subcontractors will provide all technician services requiring tools or the use of tools to functionally test, adjust or otherwise bring equipment into a fully operational state. It is required by this specification that the person to represent the automated temperature control system shall be the person who wrote the control programming. The Commissioning Authority shall observe technicians as they complete testing, and may make minor adjustments, but shall not perform construction or technician services.

END OF SECTION