

CITY OF WORCESTER

MASSACHUSETTS



PROJECT MANUAL

Worcester East Middle School

Window and Door Replacement

420 Grafton St, Worcester, MA 01604

DIVISIONS 0 THROUGH 41

November 6, 2024

SET NUMBER

PROJECT MANUAL

Window and Door Replacement

**WORCESTER EAST MIDDLE SCHOOL
420 Grafton Street, Worcester, MA 01604**

**Construction Documents
November 6, 2024**

Awarding Authority:

City of Worcester
455 Main Street
Worcester, MA 01608

Architect:

Habeeb & Associates Architects
150 Longwater Drive
Norwell, MA 02061
H&A JN 2124.17

Worcester Public Schools
Worcester, MA

November 6, 2024

PROFESSIONAL SEALS

SPECIFICATIONS

Kevin M. Provencher
Senior Project Manager
Habeeb & Associates Architects
43 Harvard Street, Upper Level
Worcester, MA 01609

Architect-of-Record



END OF PROFESSIONAL SEALS

Section 00 0010

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Worcester Public Schools
Worcester, MA

November 6, 2024

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Asbestos Exterior Sampling Report, Worcester East Middle School

By Atlas Technical Consultants, LLC, dated November 4, 2024

END OF SECTION

PURCHASING DIVISION
CITY OF WORCESTER
MASSACHUSETTS 01608-1895
ROOM 201 - CITY HALL, 455 MAIN STREET
PHONE (508) 799-1220

SEALED BID INVITATION
(Labor, - Filed Sub-Bids NOT Required)

SEALED BID NO. 8314-W5

DATE: November 4, 2024

CITY OF WORCESTER
Christopher J. Gagliastro, MCPPO
Purchasing Agent

BUYER: Christopher J. Gagliastro

INSTRUCTIONS TO BIDDERS

All bids are subject to the terms and conditions and specificity herein set forth.

COMPLETE FORM FOR GENERAL BID (ENCLOSED) MUST BE SUBMITTED IN A SEALED ENVELOPE:

DATE: NOVEMBER 20, 2024 TIME: 10:00 A.M. LOCAL TIME

PLACE: Purchasing Division, Room 201, City Hall, Worcester, Massachusetts

MARK SEALED ENVELOPE **"Sealed Bid No. 8314-W5, Window Replacement – Worcester East Middle School / WPS**

The name and address of the bidder must appear in the upper left-hand corner of the envelope. The City of Worcester is not responsible for bids not properly marked.

GENERAL

1. This Bid Invitation covers: provide all labor, equipment, materials and supervision necessary and proper for window replacement and related work at Worcester East Middle School as per the attached specifications & requirements of the City of Worcester.
2. A certified check or bid bond made payable to the "City Treasurer, City of Worcester" in the **Amount of 5%** of total bid **MUST ACCOMPANY** this bid.
3. All bids received will be publicly opened and read in the Bid Room at City Hall at date and time shown above. **NO BID WILL BE ACCEPTED AFTER TIME AND DATE SPECIFIED**
4. A copy of the contractor's DCAM Certificate of Eligibility Forms Q7 and Update Form CQ3 must accompany this bid. Only contractors holding a Certificate of Eligibility from DCAM in the category (ies) called for, and in a single project amount higher than the estimated project cost will be able to file a bid.

THE PROJECT CLASSIFICATION IS: **DOORS & WINDOWS**

5. Any and all questions or clarifications regarding this bid **must be sent in writing to: Christopher Gagliastro via e-mail at gagliastroc@worcesterma.gov**

6. A pre-bid site visit will be held on November 12, 2024 at 2:30 PM at Worcester East Middle School, 420 Grafton Street, Worcester, MA. All prospective bidders are encouraged to attend.

Questions are still required to be submitted via email as noted in 5 above.

7. Every general bid which is not accompanied by a bid deposit as prescribed by paragraph (1) section forty-four B, chapter 149 of General Laws as amended, or which otherwise does not conform with section forty-four A to forty-four L, inclusive, or which is on a form not completely filled in, or which is incomplete, conditional or obscure or which contains any addition not called for, shall be invalid; and the awarding authority shall reject every such general bid.
8. The bidder to whom a contract is awarded will be required to furnish and pay for a Performance Bond of a Surety Company authorized to do business in Massachusetts, for not less than 100% of the amount of the contract awarded satisfactory to the awarding authority of the City of Worcester, which besides bonding the contractor to well and faithfully perform all the terms and conditions of the contract, shall provide security for the payment for all labor performed or furnished and all materials used in the fulfillment of said contract.
9. The bidder to whom a contract is awarded will also be required to furnish and pay for a labor and materials or payment bond, of a surety company qualified to do business under the laws of the Commonwealth, for not less than 100% of the amount of the contract awarded, satisfactory to the awarding authority.
10. These bonds to be in forms as established by the City of Worcester.
11. Purchases made by the City of Worcester are exempt from the payment of Federal Excise Taxes and Massachusetts State Sales Tax and such taxes must not be included in the quoted price.
12. The City reserves the right to reject any and all bids, if deemed in the best interest of the City, as governed by section forty-four E of chapter 149 of the General Laws.
13. Bids may be withdrawn without penalty prior to the time and date specified. For any bid withdrawn after time and date specified, the bidder shall forfeit deposit on bid as liquidated damages.
14. The bidder must certify that no official or employee of the City of Worcester, Massachusetts, is financially interested in this proposal or in the contract which the bidder offers to execute or in expected profits to arise therefrom, unless there has been compliance with provisions of G. L. c. 43, sec. 27, and that this bid is made in good faith without fraud or collusion or connection with any other person submitting a proposal.
15. Bids must be submitted in accordance with provisions of Chapter 149 of General Laws as amended. In the event of any inconsistency between these specifications and the cited statute, the statute shall control. **No sub bids under this contract are required to be filed.**
16. The general contract will be awarded to the lowest responsible and eligible general bidder pursuant to section forty-four A of chapter 149 of the General Laws.
17. The successful bidder will be notified in writing, by mail or otherwise, that his bid has been accepted and that he has been awarded the contract. The successful bidder shall execute the contract and furnish the required bonds within five (5) days, Saturdays, Sundays and legal holidays excluded, after presentation of the contract. If the bidder selected as the general contractor fails to perform his agreement to execute the contract in accordance with the terms of his bid and furnish a performance bond and also a labor and materials payment bond as stated in his bid, the award will be made to the next lowest responsible and eligible general bidder, subject to the provisions of Sections 44A-44J, inclusive, of said Chapter 149 of the General Laws.
18. Before submitting a quotation, each bidder must make a careful study of these specifications and proposal, and fully assure himself as to the quality of the materials and character of the workmanship required.

19. The contractor must visit the place where the work is to be performed and materials delivered, and take into consideration the existing conditions and should his quotation be accepted, he will be held responsible for any omission, misunderstanding or error, whether it results from his failure to do so or not.
20. The proposal for this work must cover all contingencies, including all labor and materials, scaffolding, tools, transportation, etc., necessary for the complete installation of everything described, shown or reasonably implied herein.
21. Wherever the title "Contracting Officer" is used, it shall be interpreted as follows:
Contracting Officer: Christopher J. Gagliastro, Purchasing Agent
22. Any prospective bidder requesting a change in or interpretation of existing specifications or terms, and conditions must do so within five (5) days (Saturdays, Sundays and Holidays excluded) before scheduled bid opening date. All requests are to be in writing to the Purchasing Division. No changes will be considered or any interpretation issued unless request is in our hands within five (5) days (Saturdays, Sundays and Holidays excluded) BEFORE scheduled bid opening date. The Purchasing Division shall respond in writing if the inquiry is received as described above. Oral clarifications or interpretations will be of no legal effect. **The City will not be responsible for any information, explanation or interpretation rendered in any fashion except as herein provided.**
23. Each bid shall be submitted upon the bid forms furnished by the City, copies of which are bound with the Bid. Wherever unit prices are called for, all such prices shall be provided by the bidder. 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.
24. Section 39L of Chapter 30 of the Massachusetts General Laws prohibits the City from entering into a contract for this work with, and shall not approve as a subcontractor furnishing labor and materials for a part of any such work, a foreign corporation which has not filed with the City, a certificate of the State Secretary stating that such corporation has complied with Massachusetts General Laws Chapter 156D, Part 15, subdivision A, s. 15.03, and Part 16, subdivision B, s. 16.22. Therefore, every Foreign Corporation, must furnish a certified copy of its Certificate of Registration that has been duly filed with the State Secretary's office. Any bid of a foreign corporation submitted without a Certificate may be invalid and may be rejected.
25. On any project for the construction, reconstruction, 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: "It shall be a material breach of this contract if the contractor and each subcontractor shall not at all times adhere to the provisions 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".
26. The director of purchasing, commissioner of code enforcement and the head of any department shall have the authority to adopt any rules and regulations they deem necessary to implement this subsection with respect to contracts generally and the head of the department awarding any such contract shall have the authority to adopt any rules and regulations he or she deems necessary to implement this subsection with respect to any particular project.

[End of Instructions To Bidders Documents]

GENERAL CONDITIONS TO THE CONTRACT FOR CONSTRUCTION

ARTICLE 1 **GENERAL PROVISIONS**

1.1 THE CONTRACT DOCUMENTS

1.1.1 The Contract Documents consist of the Owner-Contractor Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), Performance Bond, Payment Bond, Vote of Corporation, Instructions to Bidders, Bid Proposal, the Drawings, the Specifications, and all Addenda issued prior to and all Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the City, or (4) a written order for a minor change in the Work issued by the City pursuant to Paragraph 12.3. The Contract Documents do not include Bidding Documents such as, sample forms, or portions of Addenda relating to any of these, or any other documents, unless specifically enumerated in the Owner-Contractor Agreement.

1.2 THE CONTRACT

1.2.1 The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1. These General Conditions, wherever applicable, shall be construed consistent with, and not to the exclusion of any terms of the Owner-Contractor Agreement, provided further however, that the terms of such Agreement shall take precedence, as provided in Subparagraph 1.1.1

1.3 THE WORK

1.3.1 The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

1.4 THE PROJECT

1.4.1 The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

1.5 EXECUTION, CORRELATION AND INTENT

1.5.1 The Owner and Contractor shall sign the Owner-Contractor Agreement ("Agreement") in duplicate. By executing the Agreement, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

1.5.2 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one

shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings. All work mentioned or indicated in the Contract Documents shall be performed by the Contractor as part of this Contract unless it is specifically indicated in the Contract Documents that such work is to be done by others. Should the drawings or the Specifications disagree in themselves or with each other, the Contractor shall provide the better quality or greater quantity of work and/or materials unless otherwise directed by written addendum to the Contract.

1.5.3 The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. The Contractor and all subcontractors shall refer to all of the Drawings, including those showing primarily the work of the mechanical, electrical and other specialized trades, 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.

1.5.4 All indications or notations which apply to one of a number of similar situations, materials or processes shall be deemed to apply to all such situations, materials or processes wherever they appear in the Work, except where a contrary result is clearly indicated by the Contract Documents.

1.5.5 Where codes, standards, requirements and publications of public and private bodies are referred to in the Specifications, references shall be understood to be to the latest revision prior to the date of receiving bids, except where otherwise indicated.

1.5.6 Where no explicit quality or standards for materials or workmanship are established for work, such work is to be of good quality for the intended use and consistent with the quality of the surrounding work and of the construction of the Project generally.

1.5.7 All manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the manufacturer's written or printed directions and instructions unless otherwise indicated in the Contract Documents.

1.6 OWNERSHIP AND USE OF DOCUMENTS

1.6.1 All Drawings and Specifications furnished by the City, and all copies thereof and the copyright therein, are the property of the City. They are to be used only with respect to this Project and are not to be used on any other project. With the exception of one contract set for each party to the Contract, such documents are to be returned or suitably accounted for to the City on request at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the City's common law copyright or other reserved rights.

ARTICLE 2 **ARCHITECT**

2.1 DEFINITION

2.1.1 The term Architect refers to either, (a) a professionally licensed architect or architectural firm hired or used by the City, or in the absence of thereof, (b) the Contracting Officer identified in the Instruction to Bidders.

2.2 ADMINISTRATION OF THE CONTRACT

2.2.1 The Architect will provide administration of the Contract, as herein described.

2.2.2 The Architect will be the Owner's representative during construction and until final payment is due. The Architect will advise and consult with the Owner. The Owner's instruction to the Contractor shall be forwarded through the Architect. The Architect will have the authority to act on behalf of the Owner only to the extent provided in the Contract Documents and, when applicable, the Design Services Agreement between the two.

2.2.3 The Architect will not be responsible for, and will not have control or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Architect will not be responsible for or have control or charge over the acts or omissions of the Contractor, subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

2.2.4 The Architect shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the Architect may perform his functions under the Contract Documents.

2.2.5 Based on the Architect's observations and an evaluation of the Contractor's Applications for Payment, the Architect will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in Paragraph 9.4.

2.2.6 The Architect will be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by both the Owner and Contractor.

2.2.7 The Architect will render interpretations necessary for the proper execution or progress of the Work, with reasonable promptness and in accordance with M.G.L. Chapter 30, Section 39P, or any lesser time limit agreed upon. Either party to the Contract may make written request to the Architect for such interpretations.

2.2.8 Claims, disputes and other matters in question between the Contractor and the Owner relating to the execution of progress of the Work or the interpretation of the Contract Documents shall be referred initially to the Architect for decision, which shall be rendered in writing within a reasonable time.

2.2.9 All interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. In his capacity as interpreter and judge, he will endeavor to secure faithful performance by both the Owner and the Contractor, will not show partiality to either, and will not be liable for the result of any interpretation or decision rendered in good faith, and in the absence of negligence, in such capacity.

2.2.10 The Architect will have authority to reject Work that does not conform to the Contract Documents. Whenever, in his opinion, the Architect considers it necessary or advisable for the implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the Work, whether or not such Work be then fabricated, installed or completed. However, neither the Architect's authority to act under this Subparagraph 2.2.10 nor any decision made by him in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Architect to the Contractor, any subcontractor, any of their agents or employees, or any other person performing any of the Work.

2.2.11 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Architect's approval of a special item shall not indicate approval of an assembly of which the item is a component.

2.2.12 The Architect will prepare Change Orders in accordance with Article 12, and will have authority to order minor changes in the Work as provided in Subparagraph 12.3.

2.2.13 The Architect will conduct inspections to determine the dates of Substantial Completion and final completion, will receive and forward to the Owner for the Owner's review written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate of Payment upon compliance with the requirements of Subparagraph 9.9.

ARTICLE 3

OWNER

3.1 DEFINITION

3.1.1 The term Owner means the City of Worcester.

3.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

3.2.1 The Owner shall, at the time of execution of the Owner-Contractor Agreement, furnish the certification of adequate appropriation pursuant to M. G. L. Chapter 44, section 31C of the General Laws.

3.2.2 The Owner shall furnish existing surveys, if any, describing the physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site.

3.2.3 Except as provided in Subparagraph 4.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

3.2.4 Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness after receipt from the Contractor of a written request for such information or services.

3.2.5 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, all copies of Drawings and Specifications reasonably necessary for the execution of the Work.

3.3 OWNER'S RIGHT TO STOP THE WORK

3.3.1 If the Contractor fails to correct defective Work as required by Paragraph 13.2 or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner, by a written order may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Subparagraph 6.1.3.

3.4 OWNER'S RIGHT TO CARRY OUT THE WORK

3.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven (7) days after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedy he may have, make good such deficiencies. In such case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the City's additional services made necessary by such default, neglect or failure. Such action by the Owner and the amount that is charged to the Contractor are both subject to prior notice being given by the Architect. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

ARTICLE 4

CONTRACTOR

4.1 DEFINITION

4.1.1 The Contractor is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his Authorized Representative.

4.2 REVIEW OF CONTRACT DOCUMENTS

4.2.1 Before starting the Work, and at frequent intervals during the progress thereof, the Contractor shall carefully study and compare the Agreement, Conditions of the Contract, Drawings, Specifications, Addenda and other Contract Documents and shall at once report to the City any error, inconsistency or omission he may discover. Any necessary change shall be ordered as provided in Article 12, subject to the requirements of Paragraph 1.2 and other provisions of the Contract Documents. If the Contractor proceeds with the Work without such notice to the City, having discovered such errors, inconsistencies or omissions, or if by reasonably study of the Contract Documents he could have discovered such, the Contractor shall bear all costs arising therefrom.

4.2.2 The Contractor shall give the City timely notice of any additional design drawings, specifications, or instructions required to define the Work in greater detail, or to permit the proper progress of the Work.

4.2.3 The Contractor shall not proceed with any Work that is not clearly and consistently defined in detail in the Contract Documents, but shall request additional drawings or instructions from the City. If the Contractor proceeds with such Work without obtaining further drawings or instructions, he shall correct Work incorrectly done at his own expense.

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

4.3.1 The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

4.3.2 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.

4.3.3 The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the City in his administration of the Contract, or by inspections, tests or approvals required or performed.

4.3.4 Where the Contract Documents refer to particular construction means, methods, techniques, sequences or procedures or indicate or imply that such are to be used in the Work, such mention is intended only to indicate that the operations of the Contractor shall be as to produce at least the quality of work implied by the operations described, but the actual determination of whether or not the described operations

may be safely and suitably employed on the Work shall be the responsibility of the Contractor, who shall notify the City in writing of the actual means, methods, techniques, sequences or procedures which will be employed on the Work, if these differ from those mentioned in the Contract Documents. All loss, damage, or liability, or cost of correcting defective work arising from the employment of any construction means, methods, techniques, sequences or procedures shall be borne by the Contractor, notwithstanding that such construction means, methods, techniques, sequences or procedures are referred to, indicated or implied by the Contract Documents, unless the Contractor has given timely notice to the Architect in writing that such means, methods, techniques, sequences or procedures are not safe or suitable, and the Contractor has then been instructed in writing by the Owner to proceed at the Owner's risk.

4.4 LABOR AND MATERIALS

4.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The word 'provide' shall mean furnish and install complete, including connections, unless otherwise specified.

4.4.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

4.5 WARRANTY

4.5.1 The Contractor warrants to the Owner and the Architect that all materials and equipment furnished under this Contract will be new and of recent manufacture unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

4.5.2 The Contractor shall be responsible for determining that all materials furnished for the Work meet all requirements of the Contract Documents. The Owner may require the Contractor to produce reasonable evidence that a material meets such requirements, such as certified reports of past tests by qualified testing laboratories, reports of studies by qualified experts, or other evidence which, in the opinion of the Owner, would lead to a reasonable certainty that any material used, or proposed to be used, in the Work meets the requirements of the Contract Documents. All such data shall be furnished at the Contractor's expense. This provision shall not require the Contractor to pay for periodic testing of different batches of the same material, unless such testing is specifically required by the Contract Documents to be performed at the Contractor's expense.

4.5.3 If the Contractor proposed to use a material which, while suitable for the intended use, deviates in any way from the detailed requirements of the Contract Documents, he shall inform the Architect in writing of the nature of such deviations at the time the material is submitted for approval, and shall request written approval of the deviation from the requirements of the Contract Documents.

4.5.4 In requesting approval of the deviations or substitutions, the Contractor shall provide, upon request,

evidence leading to a reasonable certainty that the proposed substitution or deviation will provide a quality of result at least equal to that otherwise attainable. If, in the opinion of the Architect, the evidence presented by the Contractor does not provide a sufficient basis for such reasonable certainty, the Architect may reject such substitution or deviation without further investigation.

4.5.5 The Contract Documents are intended to produce a Work of consistent character and quality of design. All components of the Work including, if applicable, visible items of mechanical and electrical equipment have been selected to have a coordinated design in relation to the overall appearance of the Work. The Architect shall judge the design and appearance of proposed substitutes on the basis of their suitability in relation to the overall design of the project, as well as for their intrinsic merits. The Architect will not approve as equal to materials specified proposed substitutes which, in its opinion, would be out of character, obtrusive, or otherwise inconsistent with the character or quality of design of the project. In order to permit coordinated design of color and finishes the Contractor shall, if required by the Architect, furnish the substituted material in any color, finish, texture, or pattern which would have been available from the manufacturer originally specified, at no additional cost to the Owner.

4.5.6 Any additional cost, or any loss or damage arising from the substitution of any material or any method for those originally specified shall be borne by the Contractor, notwithstanding approval or acceptance of such substitution by the Owner or the Architect, unless such substitution was made at the written request or direction of the Owner.

4.5.7 The warranty provided in this Paragraph 4.5 shall be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law.

4.5.8 The Contractor shall procure and deliver to the Owner, no later than the date claimed by the Contractor as the date of Substantial Completion, all special warranties required by the Contract Documents. Delivery by the Contractor shall constitute the Contractor's guarantee to the Owner that the warranty will be performed in accordance with its terms and conditions.

4.6 TAXES

4.6.1 The Contractor shall pay all sales, consumer, use and other similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted at the time bids are received, whether or not yet effective.

4.6.2 **IMPORTANT TAX NOTE:** This project, being performed for a political subdivision of the Commonwealth of Massachusetts, is exempt from certain taxes. It is therefore required that the Contractor and all subcontractors purchasing taxable goods covered by the governing tax codes make known to suppliers the tax-exempt status of the institution in order that such taxes will not appear in the Contract Sum. The Owner will provide the necessary evidence and certificates of its tax exemption upon request of those concerned. The most applicable taxes concerned are:

- (1) Federal Excise Taxes as applied to articles which are taxable under Chapter 12 of the Internal Revenue Code of 1954, as amended.
- (2) Commonwealth of Massachusetts Sales Tax.

4.7 PERMITS, FEES AND NOTICES

4.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and for all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required at the time the bids are received. Mechanical and Electrical trades shall secure permits associated with, and required for, their work. The permit fee for the General Contractor shall be based on the total Contract Price. Cost of fees may be obtained by calling the City of Worcester Building Department at (508) 799-1210.

4.7.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work.

4.7.3 It is not the responsibility of the Contractor to make certain the Contract Documents are in accordance with the applicable laws, statutes, building codes and regulations. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the Architect in writing, and any necessary changes shall be accomplished by appropriate Modification.

4.7.4 If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Architect, he shall assume full responsibility therefore and shall bear all costs attributable thereto.

4.8 SUPERINTENDENCE

4.8.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site full time daily during the progress of the Work until the date of substantial completion, and for such additional time thereafter as the City may determine to be necessary for the expeditious completion of the Work. Only under extenuating circumstances, and with approval of the Architect and Owner, will the Contractor be allowed to substitute superintendents prior to the date of Substantial Completion. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

4.8.2 Where applicable, the Contractor shall retain a competent Registered Professional Engineer or Registered Land Surveyor, acceptable to the Architect, who shall establish the exterior lines and required elevations of all buildings and structures to be erected on the site and shall establish sufficient lines and grades for the construction of associated work such as, but not limited to, roads, utilities and site grading. The Engineer or Land Surveyor shall certify as to the actual location of the constructed facilities in relation to property lines, building lines, easements, and other restrictive boundaries.

4.8.3 The Contractor shall establish the building grades, lines, levels, column, wall and partition lines required by the various subcontractors in laying out their work.

4.8.4 Where applicable, the Contractor shall coordinate and supervise the work performed by subcontractors to the end that the work is carried out without conflict between trades and so that no trade at any time causes delay to the general progress of the Work. The Contractor and all subcontractors shall at

all times afford each trade, any separate contractor, or the Owner, every reasonable opportunity for the installation of work and the storage of materials.

4.9 PROGRESS SCHEDULE

4.9.1 The Contractor shall prepare and submit to the Architect a progress schedule as described in this document.

4.10 DOCUMENTS AND SAMPLES AT THE SITE

4.10.1 The Contractor shall maintain at the site for the Owner a record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be available to the Architect and shall be delivered to him for the Owner upon completion of the Work.

4.10.2 Where applicable, refer to the Specifications Section entitled PROJECT CLOSEOUT, for additional requirements for Record Drawing and Maintenance and Operating Manuals.

4.11 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

4.11.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor, or any subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

4.11.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the Work.

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

4.11.4 The Contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the Work or in the work of the Owner or any separate contractor, all Shop Drawings, Product Data and Samples required by the Contract Documents.

4.11.5 By approving and submitting Shop Drawings, Product Data, and Samples, the Contractor thereby represents that he has determined and verified all dimensions, quantities, field dimensions, relations to existing work, coordination with work to be installed later, coordination with information on previously accepted Shop Drawings, Product Data, or Samples and verification of compliance with all the requirements of the Contract Documents. The accuracy of all such information is the responsibility of the Contractor. In reviewing Shop Drawings, Product Data, and Samples, the Architect shall be entitled to rely upon the Contractor's representation that such information is correct and accurate.

4.11.6 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data or Samples unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submission

and the Architect has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Architect's approval thereof.

4.11.7 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Architect on previous submittals. Unless such written notice has been given, the Architect's approval of a resubmitted Shop Drawing, Product Data, or Sample shall not constitute approval of any changes not requested on the prior submittal.

4.11.8 No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the Architect has approved the submittal. All such portions of the Work shall be in accordance with approved submittals.

4.12 USE OF SITE

4.12.1 The right of possession of the premises and the improvements made thereon by the Contractor shall remain at all times in the Owner. The Contractor's right of entry and use thereof arises solely from the permission granted by the Owner under the Contract Documents. The Contractor shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by law, ordinances, the Contract Documents and permits and/or directions by the Architect and shall not unreasonably encumber the premises with his materials.

4.13 CUTTING AND PATCHING WORK

4.13.1 The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together properly.

4.13.2 The Contractor shall not damage or endanger any portion of the Work or the work of the Owner or any separate contractors by cutting, patching or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the Owner or any separate contractor except with the written consent of the Owner and of such separate contractor. The Contractor shall not unreasonably withhold from the Owner or any separate contractor his consent to cutting or otherwise altering the Work.

4.14 CLEANING UP

4.14.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery and surplus materials. Immediately prior to the Architect's inspection for Substantial Completion, the Contractor shall completely clean the premises. Concrete and ceramic surfaces shall be cleaned and washed. Resilient coverings shall be cleaned, waxed and buffed. Woodwork shall be dusted and cleaned. Sash, fixtures, and equipment shall be thoroughly cleaned and vacuumed. Stains, spots, dust, marks and smears shall be removed from all surfaces. Hardware and all metal surfaces shall be cleaned and polished. Glass and plastic surfaces shall be thoroughly cleaned by professional window cleaners. All damaged, broken or scratched glass or plastic shall be replaced by the Contractor at his expense.

4.14.2 If the Contractor fails to clean up at the completion of the Work, the Owner may do so as provided in Paragraph 3.4 and the cost thereof shall be charged to the Contractor.

ARTICLE 5

SUBCONTRACTORS

5.1 DEFINITION

5.1.1 A subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site and as further defined by M.G.L. Chapter 30, Section 39F(3). The term subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a subcontractor or his authorized representative. The term subcontractor does not include any separate contractor or his subcontractors.

5.1.2 A sub-subcontractor is a person or entity who has a direct or indirect contact with a subcontractor to perform any of the Work at the site. The term sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a sub-subcontractor or an authorized representative thereof.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Unless otherwise required by the Contract Documents or the Bidding Documents, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the Owner in writing, the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work. The Owner will promptly reply to the Contractor in writing stating whether or not the Owner, after due investigation, has reasonable objection to any such proposed person or entity.

5.2.2 The Contractor shall not contract with any such proposed person or entity to which the Owner has made reasonable objection. The Contractor shall not be required to contract with anyone to whom he has a reasonable objection.

5.2.3 If the Owner has reasonable objection to any such proposed person or entity, the Contractor shall submit a substitute to whom the Owner has no reasonable objection, and the Contract Sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued; however, no increase in the Contract Sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting names.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1 By an appropriate agreement, written where legally required for validity, the Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner. Said agreement

shall preserve and protect the rights of the Owner 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 allow to the subcontractor, unless specifically provided otherwise in the Contractor-Subcontractor agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Documents, has against the Owner. Where appropriate, the Contractor shall require each subcontractor to enter into similar agreements with his sub-subcontractors. The Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Paragraph 5.3, and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents. Each subcontractor shall similarly make copies of such Documents available to its sub-subcontractors.

ARTICLE 6

WORK BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

6.1.1 The Owner reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, he shall make such claim as provided elsewhere in the Contract Documents.

6.1.2 When separate contracts are awarded for different portions of the Project or other work on the site, the term Contractor in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

6.1.3 The Owner will provide for the coordination of the work of his own forces and of each separate contractor with the Work of the Contractor, who shall cooperate therewith as provided in Paragraph 6.2.

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate his Work and theirs as required by the Contract Documents.

6.2.2 If any part of the Contractor's Work depends for proper execution or results upon the work of the Owner or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Architect any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acceptance of the Owner's or separate contractors' work as fit and proper to receive his Work, except as to defects which may subsequently become apparent in such work by others.

6.2.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefor.

6.2.4 Should the Contractor wrongfully cause damage to the work or property of the Owner, or to other work on the site, the Contractor shall promptly remedy such damages as provided in Subparagraph 10.2.5.

6.2.5 Should the Contractor wrongfully cause damage to the work or property of any separate contractor, the Contractor shall upon due notice promptly attempt to settle with such other contractor by agreement or otherwise to resolve the dispute. If such separate contractor sues the Owner on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor.

6.3 OWNER'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up as required by Paragraph 4.14, the Owner may clean up and charge the cost thereof to the contractors responsible therefor as the Architect shall determine to be just.

ARTICLE 7 **MISCELLANEOUS PROVISIONS**

7.1 GOVERNING LAW

7.1.1 The Contract shall be governed by the law of the Commonwealth of Massachusetts.

7.2 SUCCESSORS AND ASSIGNS

7.2.1 The Owner and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the previous written consent of the Owner.

7.3 WRITTEN NOTICE

7.3.1 Written notice shall be deemed to have been duly served if delivered in person to an authorized representative of the person or entity for whom it was intended, or if delivered at or sent by registered or certified mail or by telegraph to the address of such person or entity set forth in the Agreement or in a subsequent written notice.

7.4 CONSENT OR WAIVER

7.4.1 No consent or waiver, express or implied, by the Owner to, or of, any breach of any covenant, condition or duty of the Contractor shall be construed as a consent to or waiver of any other breach of the same or any other covenant, condition or duty.

7.5 RIGHTS AND REMEDIES

7.5.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies

otherwise imposed or available by law.

ARTICLE 8

TIME

8.1 DEFINITIONS

8.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Substantial Completion of the Work.

8.1.2 The Date of Commencement of the Work is the date established in a notice to proceed. If there is no notice to proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein.

8.1.3 The Date of Substantial Completion of the Work or designated portion thereof is the date certified by the Architect when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended and only minor items which can be corrected or completed without substantial interference with the Owner's use of the Work remain to be corrected or completed.

8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically designated.

8.1.5 The term "working day" shall mean any calendar day except Saturdays, Sundays, and legal holidays at the place of the Work.

8.2 PROGRESS AND COMPLETION

8.2.1 All time limits stated in the Contract Documents are of the essence to the Contract.

8.2.2 Nothing herein shall limit the Owner's right to liquidated or other damages for delays by the Contractor or to any other remedy which he may possess under other provisions of the Contract Documents or by law.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 Any delay and subsequent request for an extension of time shall be governed by M.G.L. Chapter 30, Section 39(O) and the Owner-Contractor Agreement.

8.3.2 No work shall be suspended without the written permission of the Owner or his representative.

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum is stated in the Owner-Contractor Agreement and, including authorized adjustments thereto, is the total amount payable by the Owner to the Contractor for the performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

9.2.1 Before the first Application for Payment, the Contractor shall submit to the Architect a schedule of values allocated to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require and shall be revised if later found by the Architect to be inaccurate. This schedule, unless objected to by the Architect, shall be used only as a basis for the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 At least ten days before the date for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment notarized, if required, supported by such data substantiating the Contractor's right to payment as the Owner or the Architect may require, and reflecting retainage, if any. The format and number of copies of such Application for Payment shall be as directed by the Architect.

9.3.2 Unless otherwise provided in the Contract Documents, payments will be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site and, if approved in advance by the Owner, payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing. Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interest, including applicable insurance and transportation to the site for those materials and equipment stored off the site. The Contractor shall reimburse the Owner for any loss or damage to such unincorporated material or equipment not covered by insurance.

9.3.3 The Contractor warrants that title to all work, materials and equipment covered by an Application for Payment will pass to the Owner either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 9 as "liens." The Contractor further agrees that the submission of any Application for Payment shall conclusively be deemed to waive all liens with respect to said work, materials and labor to which the Contractor then may be entitled; provided, however, that in no event shall such waiver of lien rights waive right to payment for said work, materials and labor.

9.3.4 Each Application for Payment or periodic estimate requesting payment must be accompanied by a certificate from each subcontractor performing work on the Project stating that he has been paid all amounts due him on the basis of the previous periodic payment to the Contractor, or else stating the amount not so paid and the reason for the discrepancy. In the event of any such discrepancy, the Contractor shall be required to furnish his own written explanation.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Architect will, within seven days after the receipt of the Contractor's Application for Payment, either certify a Certificate for Payment to the Owner, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor in writing his reasons for withholding certification or a Certificate as provided in Subparagraph 9.6.1.

9.4.2 The certification of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the data comprising the Application for Payment, that the Work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his Certificate); and that the Contractor is entitled to payment in the amount certified. However, by certifying a Certificate for Payment, the Architect shall not thereby be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work or that he has reviewed the construction means, methods, techniques, sequences or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the moneys previously paid on account of the Contract.

9.5 PROGRESS PAYMENTS

9.5.1 After the Architect has certified a Certificate for Payment, the Owner shall make payment in the manner and within the time provided by M.G.L. Chapter 30, Section 39K.

9.5.2 The Contractor shall promptly pay each subcontractor employed upon the Work upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such subcontractor's work, the amount to which the subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such subcontractor's work. The Contractor shall, by an appropriate agreement with each subcontractor, require each subcontractor to make payment to his sub-subcontractors in similar manner.

9.5.3 The Architect may, on request and at his discretion, furnish to any subcontractor, if practicable, information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the Architect on account of Work done by such subcontractor.

9.5.4 Neither the Owner nor the Architect shall have any obligation to pay or to see the payment of any monies to any subcontractor except as may otherwise be required by law.

9.5.5 No Certificate for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the Owner, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

9.6 PAYMENTS WITHHELD

9.6.1 The Architect may decline to certify payment, in whole or in part, to the extent reasonably necessary to protect the Owner if, in his opinion, he is unable to make representations to the Owner as provided in Subparagraph 9.4.2. If the Architect is unable to make representations to the Owner as provided in

Subparagraph 9.4.2, and to certify payment in the amount of the Application, he will notify the Contractor as provided in Subparagraph 9.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly certify a Certificate for Payment for the amount for which he is able to make such representation to the Owner. The Architect may also decline to certify payment, or because of subsequently discovered evidence or subsequent observations he may nullify the whole or any part of any Certificate of Payment previously certified, to such extent as may be necessary, in his opinion, to protect the Owner from loss because of:

- (1) defective work not remedied;
- (2) third party claims filed or reasonable evidence indicating probable filing of such claims;
- (3) failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment;
- (4) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- (5) damage to the Owner;
- (6) reasonable evidence that the Work will not be completed within the Contract Time;
- (7) persistent failure to carry out the Work in accordance with the Contract Documents; or (if applicable)
- (8) failure of mechanical trades or electrical trades subcontractors to comply with mandatory requirements for maintaining record drawings. The Contractor shall be required to check record drawings each month. The Architect shall require written confirmation that the record drawings are "up-to-date" before approval of the Contractor's monthly payment requisition will be considered.

9.6.2 When the above grounds in Subparagraph 9.6.1 are removed, payment shall be made for amounts withheld because of them.

9.7 FAILURE OF PAYMENT

9.7.1 If the Owner does not pay the Contractor as required by the provisions of M.G.L. Chapter 30, Section 39K, the Contractor may demand interest on such payment as provided under said statute.

9.8 SUBSTANTIAL COMPLETION

9.8.1 When the Contractor considers that the Work, or a portion thereof designated in the Contract Documents for separate completion, is substantially complete as defined in subparagraph 8.1.3, the Contractor shall submit to the Architect, (1) a list of items to be completed or corrected, and (2) all special warranties required by the Contract Documents endorsed by the Contractor and in a form reasonably acceptable to the Architect. The failure to include any items on the list mentioned in the preceding sentence does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. When the Architect on the basis of an inspection determines that the Work or designated portion thereof is substantially complete, and when the Contractor has submitted to the Architect the special warranties, as provided in the first sentence of this subparagraph, the Architect will then certify a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed

therein. Warranties required by the Contract Documents shall commence on the Date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.

9.8.2 Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Architect, the Owner shall make payment as provided in M.G.L. Chapter 30, Section 39K.

9.9 FINAL COMPLETION AND FINAL PAYMENT

9.9.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when he finds the Work acceptable under the Contract Documents and the Contract fully performed, he will promptly certify a final Certificate of Payment stating that to the best of his knowledge, information and belief, and on the basis of his observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, as noted in said final Certificate, is due and payable. The Architect's certification of the final Certificate for Payment will constitute further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in Subparagraph 9.9.2 have been fulfilled.

9.9.2 Unless otherwise required by applicable law, neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety, to final payment, and (3) if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If the Contractor fails to furnish such releases or waivers as the Owner reasonably requires to satisfy the Owner that there are not outstanding claims, the Owner may require the Contractor, as a condition of final payment, to furnish a bond satisfactory to the Owner to indemnify the Owner against any such claims.

9.9.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed though no fault of the Contractor or by the issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed or corrected and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Contract Documents, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

9.9.4 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be responsible for initiating maintaining and supervising all safety precautions and programs in connection with the Work.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (1) all employees on the Work and all other persons who may be affected thereby; (2) all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his subcontractors or sub-subcontractors; and (3) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

10.2.4 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

10.2.5 The Contractor shall promptly remedy all damage or loss (other than damage or loss insured under Paragraph 11.3) to any property referred to in Clause 10.2.1(2) and 10.2.1(3) caused in whole or in part by the Contractor, any subcontractor, any sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone whose acts any one of them may be liable and for which the Contractor is responsible under Clauses 10.2.1(2) and 10.2.1(3), except damage or loss attributable to the acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.

10.2.6 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent, unless otherwise designated by the Contractor in writing to the Owner and the Architect.

10.2.7 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

10.3 EMERGENCIES

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 12 for the Changes in the Work.

ARTICLE 11

INSURANCE

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 The Contractor shall purchase and maintain in a company or companies to which the Owner has no reasonable objection, such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts;
- (2) claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
- (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
- (4) claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offence directly or indirectly related to the employment of such person by the contractor or, (2) by any other person;
- (5) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- (6) claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

11.1.2 The insurance required by Subparagraph 11.1.1 shall include all major divisions of coverage, and shall be on a comprehensive general basis including Premises and Operations (including X-C-U), Owner's and Contractor's Protective Products and Completed Operations, and Owned, Non-owned, and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or those set forth below, whichever is greater.

- (1) Workmen's Compensation -Statutory/Employers Liability \$500,000.
- (2) Commercial General Liability - Per Occurrence / Aggregate \$1,000,000 / \$2,000,000
- (3) Automobile Liability - Bodily Injury & Property Damage combined single limit of \$ 1,000,000 (all owned, hired and non-owned autos).
- (4) Excess / Umbrella Liability – Per Occurrence / Aggregate: \$ 1,000,000 / \$ 1,000,000
- (5) Independent Contractors -Same limits as above
- (6) Products and Completed Operations -Same limits as above commencing with issuance of final Certificate of Payment.
- (7) Contractual Liability - Same limits as above.

11.1.3 The insurance required by Subparagraph 11.1.1 shall include contractual liability insurance.

11.1.4 Certificates of Insurance acceptable to the Owner shall be filed with the Owner. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the Owner.

11.1.4.1 These certificates shall set forth evidence of all coverage required above. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending limits of coverage.

11.2 PROPERTY INSURANCE

11.2.1 The Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the Owner, the Contractor, subcontractors and sub-subcontractors in the Work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief.

11.2.2 The Owner shall purchase and maintain such boiler and machinery insurance as may be required by the Contract Documents or by law. This insurance shall include the interests of the Owner, the Contractor, subcontractors and sub-subcontractors in the Work.

11.2.3 The Contractor shall file a copy of all policies with the Owner before an exposure to loss may occur.

ARTICLE 12 **CHANGES IN THE WORK**

12.1 CHANGE ORDERS

12.1.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.

12.1.2 A Change Order is a written order to the Contractor signed by the Owner and the Architect, issued after execution of the Contract, authorizing or directing a change in the Work and/or an adjustment in the Contract Sum or the Contract Time, or both. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement with the terms thereof, including the adjustment in the Contract Sum or the Contract Time.

12.1.3 If the Contractor does not agree with the terms of the Change Order, the Contractor shall return the unsigned Change Order to the Owner. In such event, the Work, Contract Sum and /or Contract Time shall be adjusted as reflected in the Change Order, subject to the Contractor's rights under M.G.L. Chapter 30, Section 39J, but in no event shall the Contractor refuse to perform the Work as modified by the Change Order.

12.2 CLAIMS FOR ADDITIONAL COST

12.2.1 If the Contractor claims that any instructions or orders, whether oral, written, drawings, or otherwise, involve extra cost or time, and such instructions or orders are not accompanied by a written acknowledgment by the Owner that extra payment will be made or time extended, he shall promptly so notify the Owner in writing and shall not proceed with the work until he has received a further written order to proceed; except, as provided in Paragraph 10.3, in the case of an emergency affecting life or property.

12.2.2 Upon receipt from the Contractor of a written notice of claim as provided in Paragraph 12.2.1, the Architect shall review such claim, and if he determines that any work in dispute should proceed, he shall issue to the Contractor a written order, signed by the Owner, (1) to proceed, which shall approve or deny the Contractor's claim, in whole or in part, or (2) to proceed subject to a later determination by the Architect of the Contractor's right to extra payment.

12.2.3 To the extent that the Architect, when issuing the written order to proceed described in 12.2.2, approves the Contractor's claim, the Contract Sum and/or Contract Time shall be adjusted by Change Order. If the Architect, when issuing his written order to proceed denies, in whole or in part, the Contractor's claim, the Contractor shall proceed with the work without delay, subject to the Contractor's rights under M.G.L. Chapter 30, Section 39J. If the Architect, when issuing his written order to proceed, instructs the Contractor to proceed with the work subject to a later determination by the Architect of the Contractor's right to extra payment or time, the Contractor shall proceed with the Work without delay.

12.3 MINOR CHANGES IN THE WORK

12.3.1 The Architect shall have the authority to order minor changes in the Work that do not involve an adjustment in the Contract Sum or an extension of the Contract Time, and are not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order, and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

12.4 EQUITABLE ADJUSTMENTS

12.4.1 Equitable adjustments in the Contract Sum shall be determined according to one of the following methods, or a combination thereof; as determined by the Owner:

- (1) fixed price basis, provided that the price shall be inclusive of items 3(a) through 3(d), 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 adjustments.
- (3) time and materials basis, based upon a not to exceed, predetermined upset amount to be subsequently adjusted on the basis of actual costs comprised of items (a) through (d) below:
 - (a) the costs at prevailing rates for direct labor, material and use of equipment;
 - (b) plus, the costs of Workmen's Compensation Insurance, Liability Insurance, Federal Social Security and Massachusetts Unemployment Compensation; or as an alternative, the Contractor may elect to add a flat twenty-five (25%) percent to the total labor rate in (a), above;
 - (c) plus, ten (10) percent of (a), above, for overhead, superintendence and profit which will be paid to the Contractor for the work of the Contractor and all his subcontractors. The

- contracting parties referred to in this subparagraph shall agree upon the distribution of the ten (10) percent as a matter of contract between each other;
- (d) plus actual direct premium costs of payment and performance bonds required of the Contractor provided there would be an appropriate credit for premiums for a credit change order.

12.4.2 If the net change is an addition to the Contract Sum, it shall include the Contractor's overhead, superintendence and profit. On any change that involves a net credit, no allowance for overhead superintendence and profit shall be figured. For any change that does not include labor performed or materials installed in the Project, there will be no markup for the contractor's overhead, superintendence, and profit, notwithstanding any net increase in the Contract Sum. Charges for small tools known as "tools of the trade" are not to be computed in the amount of an equitable change.

ARTICLE 13

UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING OF WORK

13.1.1 If any portion of the Work should be covered contrary to the request of the Architect or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Architect, be uncovered for his observation and shall be replaced at the Contractor's expense.

13.1.2 If any other portion of the Work has been covered which the Architect has not specifically requested to observe prior to being covered, the Architect, with the approval of the Owner, may request to see such Work and it shall be uncovered by the Contractor. If such Work is found to be in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work is found not to be in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that the Owner or a separate contractor caused this condition, whereupon the Owner shall be responsible for such costs.

13.2 CORRECTION OF WORK

13.2.1 The Contractor shall promptly correct all Work rejected by the Architect as defective or as failing to conform to the Contract Documents, whether observed before or after Substantial Completion, and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the Architect's additional services made necessary thereby and any costs, loss, or damages to the Owner resulting from such failure or defect.

13.2.2 If, within one year after the Date of Substantial Completion of the Work or any designated portion thereof, or within one year after acceptance by the Owner of any designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, if any of such Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so; unless the Owner has previously given the Contractor a written acceptance of such condition. This obligation shall survive any termination of the Contract. The Owner shall give such notice

promptly after discovery of the condition.

13.2.3 The Contractor shall remove from the site all portions of the Work which are defective or nonconforming and which have not been corrected under Subparagraphs 13.2.1 and 13.2.2, unless removal is waived by the Owner.

13.2.4 If the Contractor fails to correct defective or nonconforming Work as provided in Subparagraphs 13.2.1 and 13.2.2, the Owner may correct it in accordance with Paragraph 3.4.

13.2.5 If the Contractor does not proceed with the correction of such defective or non-conforming work within a reasonable time, fixed by written notice from the Architect, the Owner may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten days thereafter, the Owner may, upon ten additional days written notice, sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Architect's additional services made necessary thereby. If such proceeds of sale do not cover all costs that the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

13.2.6 The Contractor shall bear the cost of making good all work of the Owner or separate contractors destroyed or damaged by such correction or removal.

13.2.7 Nothing contained in this Paragraph 13.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents. The establishment of the time period of one year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligation other than specifically to correct the Work.

13.3 ACCEPTANCE OF DEFECTIVE, NON-CONFORMING OR INCOMPLETE WORK

13.3.1 If the Owner prefers to accept defective, non-conforming, or incomplete Work, he may do so instead of requiring its removal and correction or completion, in which case a Change Order will be issued to reflect an equitable reduction in the Contract Sum. Such adjustment shall be effected whether or not final payment has been made.

SUPPLEMENTARY GENERAL CONDITIONS – PART I

STATUTORY PROVISIONS FOR MASSACHUSETTS
PUBLIC CONSTRUCTION CONTRACTS
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SUPPLEMENTARY GENERAL CONDITIONS – PART I
STATUTORY PROVISIONS FOR MASSACHUSETTS
PUBLIC CONSTRUCTION CONTRACTS

The following provisions are required by or are intended to be consistent with requirements of Massachusetts statutes governing public construction contracts in the Commonwealth of Massachusetts (hereinafter referred 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 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 subject to 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.

Every such contract shall provide that an item equal to that named or described in the said specifications may be furnished. Where products or materials are prescribed by manufacturer name, trade name, or catalog reference, the words “or approved equal” shall be understood to follow. An item shall be considered equal to the item so named or described if, in the opinion of the awarding authority:

- a. It is at least equal in quality, durability, appearance, strength, and design;
- b. it will perform at least equally the function imposed by the general design for the public work being contracted for or the material being purchased, and
- c. it conforms substantially, even with deviations, to the detailed requirements for the items as indicated by the specifications. For each item of material the specifications shall provide for either a minimum of three named brands of material or a description of material which can be met by a minimum of three manufacturers or producers, and for the equal of any one of said name or described materials.

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.

In the event a suspension, delay, interruption or failure to act of the awarding authority increases the cost of performance to any subcontractor, that subcontractor shall have the same rights against the general contractor for payment for an increase in the cost of his performance as provisions (a) and (b) give the general 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 general contractor or the subcontractor may have against each other.

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.

(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.

1.3 Deviations: (Statutory referenced: 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.

The Contractor shall perform all the work required by this contract in conformity with the plans and specifications contained therein. No willful and substantial deviation from said plans 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 plans 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 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 therefor (2) that the specified deviation does not materially injure the project as a whole; (3) 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.

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.

Whoever violates any provision of this section willfully and with intent to defraud shall be punished by a fine of not more than five thousand dollars or by imprisonment for not more than six months, or both.

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.

Notwithstanding any contrary provision of this contract, a decision by the contracting body or by any administrative board, official or agency, or by any architect or engineer, on a dispute, whether of fact or of law, arising under said contract shall not 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 49, Sections 44A through 44H.

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 awarding 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 such a nature as to cause 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.

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.

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 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.

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.

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 such contract is available therefor and that an officer or agent 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 to be performed under a contract subject to this section, 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 have been 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 therefor; but such certificate shall not be construed 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 such contract or order is available shall bar any defense by the awarding authority on the ground of insufficient appropriation; and any law barring payment in excess of appropriations shall not apply to amounts covered by any certificate under this section.

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, or the amount set forth in M.G.L. Chapter 30, Section 39K.

1.8.1 Within fifteen 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, 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 Paragraph 1.10 of these Supplementary General Conditions, 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 Paragraph 1.10 of these Supplementary General Conditions, 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 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 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...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 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 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 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.

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 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 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 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 percent retainage on that work, including the quantity, price and all but one 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 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 therefor, whichever occurs first. The awarding authority shall include the amount of such interest in the substantial completion estimate.

1.9.4 Within fifteen 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 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 days' 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 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 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 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 therefor, 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. The awarding authority shall include the amount of the interest required to be paid hereunder in the final estimate.

1.9.6 The awarding authority shall pay the amount due pursuant to any substantial completion or final estimate within thirty-five 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 day to the day of payment. Within 15 days after receipt from the contractor, if such place is so designated by the awarding authority, if such place is so designated, of a periodic estimate requesting payment of the amount due for the preceding periodic estimate period, the awarding authority shall make a periodic payment to the contractor for the work performed during the preceding periodic estimate period

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 materials are free from all encumbrances. The awarding authority shall include with each such payment interest on the amount due pursuant to such periodic estimate at the rate herein above provided from the due date. In the case of periodic payments, the contracting 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 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 section 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 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 44J, 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 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.

1.10.2 Not later than the sixty-fifth day after each Subcontractor substantially completes the work in accordance with the plans 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 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.

1.10.3 Each payment made by the awarding authority to the General 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 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 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 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 General 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 General 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 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 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 General Contractor and of the amount due for each claim made by the General Contractor against the Subcontractor.

1.10.5 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 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 the Subparagraph 1.10.5 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 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.

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 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 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 General 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 General Contractor.

1.10.9 If the Subcontractor does not receive payment as provided in Subparagraph 1.10.1 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 1.10.1, the Subcontractor may demand direct payment by following the procedure in Subparagraph 1.10.4 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 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 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 1.10.6 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.

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-44J, 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 General Contractor, (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 General 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 1.1.6 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 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 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 General 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. c.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 year from the time of completion, subject to Section 1.8, 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 therefor 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. c. 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 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, within such preference, preference shall be given to service-disabled veterans; 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, 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, authority or district, and within such preference, preference shall be given to service-disabled veterans.

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 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 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 in the private construction industry 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, authority 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 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 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, including the transportation of gravel or fill to the site of said public works or the removal of surplus gravel or fill from such site. The commissioner shall classify said jobs, and he may revise such classification 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. Each year after the awarding of the contract, the public official or public body shall submit to the commissioner a list of the jobs upon which mechanics and apprentices and laborers are to be employed and shall request that the commissioner update the determination of the rate of wages to be paid on each job. The general contractor shall annually obtain updated rates from the public official or public body and no contractor or subcontractor shall pay less than the rates so established. Said rates shall apply to all persons engaged in transporting gravel or fill to the site of said public works or removing gravel or fill from such site, regardless of whether such persons are employed by a contractor or subcontractor or are independent contractors or owner-operators. The commissioner, subject to the provisions of Section 2.1, 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 official 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 and subsequent updates to be kept posted in a conspicuous place at the site of said works during the life of the contract. An apprentice performing work on a project subject to this section shall maintain in his possession an apprentice identification card issued pursuant to section M.G.L. Chapter 23, Section 11W. 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 said Section 2.1, 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 a 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. Whoever shall pay less than said rate or rates of wages, including payments to health and welfare funds and pension funds, or the equivalent payment in wages, on said works to any person performing work within classifications as determined by the commissioner, and whoever, for himself, or as representative, agent or officer of another, shall take or receive for his own use or the use of any other person, as a rebate, refund or gratuity, or in any other guise, any part or portion of the wages, including payments to health and welfare funds and pension funds, or the equivalent payment in wages, paid to any such person for work done or service rendered on said public works, shall have violated this section and shall be punished or shall be subject to a civil citation or order as provided in M.G.L. Chapter 149, Section 27C. The president and treasurer of a corporation and any officers or agents having the management of such corporation shall also be deemed to be employers of the employees of any corporation within the meaning of Sections 2.1 to 2.3, inclusive. Offers of restitution or payment of restitution shall not be considered in imposing such punishment.

2.2.2 When an investigation by the attorney general's office reveals that a contractor or subcontractor has violated this section by failing to pay said rate or rates of wages, including payments to health and welfare funds and pension funds, or the equivalent payment in wages, on said works to any person performing work within classifications as determined by the commissioner, or that a contractor or subcontractor has, for himself, or as representative, agent or officer of another, taken or received for his own use or the use of any other person, as a rebate, refund or gratuity, or in any other guise, any portion of the wages, including payments to health and welfare funds and pension funds, or the equivalent payment in wages, paid to any such person for work done or service rendered on said public works, the attorney general may, upon written notice to the contractor or subcontractor and the sureties of the contractor or subcontractor, and after a hearing thereon, order work halted on the part of the contract on which such wage violations occurred, until the defaulting contractor or subcontractor has filed with the attorney general's office a bond in the amount of such penal sum as the attorney general shall determine, conditioned upon payment of said rate or rates of wages, including payments to health and welfare funds and pension funds, or the equivalent payment in wages, on said works to any person performing work within classifications as determined by the commissioner. An employee claiming to be aggrieved by a violation of this section may, 90 days after the filing of a complaint with the attorney general, or sooner if the attorney general assents in writing, and within 3 years after the violation, institute and prosecute in his own name and on his own behalf, or for himself and for others similarly situated, a civil action for injunctive relief, for any damages incurred, and

for any lost wages and other benefits. An employee so aggrieved who prevails in such an action shall be awarded treble damages, as liquidated damages, for any lost wages and other benefits and shall also be awarded the costs of the litigation and reasonable attorneys' fees.

2.3 Employment Records To Be Kept By Contractor, Subcontractors; Statement of Compliance: (Statutory reference: M.G.L. c. 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.

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 records of all mechanics and apprentices, teamsters, chauffeurs and laborers employed thereon, showing the name, address and occupational classification of each such employee on said works, and hours worked by, and wages paid to, each such employee, and shall promptly furnish to the Attorney General or his representative, upon his request, a copy of said record, signed by the employer or his authorized agent under the penalties of perjury. For every week in which an apprentice is employed by a contractor, subcontractor or public body subject to this section, a photocopy of the apprentice's apprentice identification card, issued pursuant to M.G.L. Chapter 23, Section 11W, shall be attached to the records submitted under this section. Such records shall be open to inspection by any authorized representative of the department at any reasonable time, and as often as may be necessary. Every contractor and subcontractor required to keep such a record shall submit a copy of said record to the awarding authority directly and on a weekly basis.

Each such Contractor, Subcontractor or public body shall preserve its payroll records for a period of three years from the date of completion of the contract.

Each such Contractor, Subcontractor or public body shall furnish to the awarding authority directly within fifteen 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 twenty-six and twenty-seven of chapter one hundred and forty-nine 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 awarding authority for such inspection and copying.

2.4 Wages Paid to Operators of Trucks and Other Equipment: (Statutory reference: M.G.L. c. 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.

No agreement of lease, rental or other arrangement, and no order or requisition under which a truck or any automotive or other vehicle or equipment is to be engaged in public works by the commonwealth or by a county, city, town or district, shall be entered into or given by any public official or public body unless said agreement, order or requisition contains a stipulation requiring prescribed rates of wages, as determined by the commissioner, to be paid to the operators of said trucks, vehicles or equipment. Any such agreement, order or requisition which does not contain said stipulation shall be invalid, and no payment shall be made thereunder. Said rates of wages shall be requested of said commissioner by said public official or public body, and shall be furnished by the commissioner in a schedule containing the classifications of jobs, and the rate of wages 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. Whoever pays less than said rates of wages, including payments to health and welfare funds, or the equivalent in wages, on said works, and whoever accepts for his own use, or for the use of any other person, as a rebate, gratuity or in any other guise, any part or portion of said wages or health and welfare funds, shall have violated this section and shall be punished or shall be subject to a civil citation or order as provided in M.G.L. Chapter 149, Section 27C. An employee claiming to be aggrieved by a violation of this section may, 90 days after the filing of a complaint with the attorney general, or sooner if the attorney general assents in writing, and within 3 years after the violation, institute and prosecute in his own name and on his own behalf, or for himself and for others similarly situated, a civil action for injunctive relief, for any damages incurred, and for any lost wages and other benefits. An employee so aggrieved who prevails in such an action shall be awarded treble damages, as liquidated damages, for any lost wages and other benefits and shall also be awarded the costs of the litigation and reasonable attorneys' fees.

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.

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.

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 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.

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 therefor.

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.

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.

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 days prior to the intended effective date thereof, which date shall be expressed in said notice.

Notice of cancellation sent by the party proposing cancellation by registered mail, postage prepaid, with a return receipt of the addressee requested, shall be a sufficient notice. An affidavit of any officer, agent or employee of the insurer or of the insured, as the case may be, duly authorized for the purpose, that he has so sent such notice addressed as aforesaid shall be prima facie evidence of the sending thereof as aforesaid. This section shall apply to the legal representative, trustee in bankruptcy, receiver, assignee, trustee and the successor in interest of any such contractor. The superior court shall have jurisdiction in equity to enforce

this section.

Whoever violates any provision of this section shall be punished by a fine of not more than one hundred dollars or by imprisonment for six months, or both; and, in addition, any contractor who violates any provision of this section shall be prohibited from contracting, directly or indirectly, with the commonwealth or any political subdivision thereof, for the construction, alteration, demolition, maintenance or repair of, or addition to, any public works or public building for a period of two years from the date of conviction of said violation.

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 Sections 38A 1/2 to 38O, inclusive, of Chapter 7, Section 39M of Chapter 30, Sections 44A-44J, inclusive, of Chapter 149, or Section 11C of Chapter 25A which is for an amount or estimated amount that exceeds the dollar amount set forth in M.G.L. Chapter 30, Section 39R.

3.1.2 “Contract” means any contract awarded or executed pursuant to Sections 38A 1/2 to 38O, inclusive, of Chapter 7, Section 39M of Chapter 30, Sections 44A-44J, inclusive, of Chapter 149, or Section 11C of Chapter 25A 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 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 accepting 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 has made and sets his 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 therefor 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 38A 1/2 to 38O, inclusive, of Chapter 7, Section 39M of Chapter 30, Sections 44A-44J, inclusive, of Chapter 149, or Section 11C of Chapter 25A, shall provide that:

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

3.2.2 Until the expiration of six years after final payment, the awarding authority, office of inspector general, and the commissioner of capital asset management and maintenance shall have the right to examine any books, documents, papers or records of the Contractor or his Subcontractors that directly pertain to, and involve transactions relating to, the Contractor or his Subcontractors; and

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 description 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.

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

(i) to permit preparation of financial statements in conformity with generally accepted

accounting principles, and

- (ii) to maintain accountability for assets;

3.3.3 Access to assets is permitted only in accordance with management's general or specific authorization; and

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 commissioner of capital asset management and maintenance 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 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 five feet or more, except a trench for laying of water pipes dug to a depth of six and one-half feet which will be open less than 48 hours, and except for digging of graves.

4.4.1 Such trenches shall be shored and braced in conformity with rules and regulations for the prevention of accidents in construction operations, as adopted and enforced by the Attorney General.

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 4.6 shall apply to every contract entered into by the City of Worcester for the demolition, renovation, rehabilitation, or alteration of a building or structure.

- a. In furtherance of the requirements set forth in G.L. c.40, §54, and §114.1.3 of the State Building Code, the building commissioner 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.
- b. The verification required under sub-section (a), above, shall consist of the following:
 - 1) a dated receipt, signed by the owner/operator of the licensed solid waste disposal facility where the debris was deposited.
 - 2) the receipt shall contain a description of the debris disposed of, and its weight, or volume.
 - 3) the permit holder shall also provide the building commissioner with an affidavit that the receipt submitted is true and accurate to the best of the permit holder's knowledge.
 - 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 building commissioner shall be so notified, and the permit amended, prior to the disposal of the debris at the new disposal location.
- c. 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 4.7 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.

- a. The city council hereby finds and determines that taxpayer money is most efficiently and productively spent by awarding construction contracts to firms that 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. The city council hereby further finds and determines that it is appropriate for it to exercise its entrepreneurial discretion by requiring firms that are awarded such contracts to comply with this ordinance because failure to comply 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.
- b. Every contract awarded by the city under G.L. c.149 and G.L. 149A shall be deemed to incorporate by reference the provisions of sub-parts (c)(1) through (8) of together with the provisions of subsections (d) and (e) of this section. Any person, company or corporation shall acknowledge, in writing, receipt of said requirements with their bid or proposal.
- c. All bidders or proposers and all subcontractors and trade contractors, including subcontractors that are not subject to G.L. c.149, Section 44F, under the bidder for projects subject to G.L. c.149, Section 44A(2), and proposers under G.L. c. 149A, shall as a condition for bidding or subcontracting verify under oath and in writing at the time of bidding or subcontracting verify under oath and in writing at the time of bidding or submittal in response to and RFP or in any event prior to entering into a subcontract at any tier, that they comply with the following conditions for bidding or subcontracting and, for the duration of the project, shall comply with the following obligations:
 - 1) The bidder or proposer and all trade contractors and subcontractors under the bidder or proposer must comply with the obligations established under G.L. c. 149 to pay the appropriate lawful prevailing wage rates to their employees.
 - 2) The bidder or proposer and all trade contractors and subcontractors under the bidder or proposer must at a the time of bidding maintain or participate in a bona fide apprentice training program as defined by G.L. c.23, Sections 11H and 11I for each apprenticable trade or occupation represented in their workforce that is approved by the Division of Apprentice Standards of the Department of Labor and Workforce Development, regardless of whether or not the program qualifies as an employee welfare benefit plan under ERISA, and must register all apprentices with the Division and abide by the apprentice to journeyman ratio for each trade prescribed therein in the performance of any work on the project. This provision does not require the program to be an ERISA plan; the program need only have been approved by the Division of Apprentice Standards. All general bidders or proposers and all trade contractors and sub-bidders at every tier must submit with its bid or proposal an original, stamped Sponsor Verification letter from the Commonwealth of Massachusetts, Department of Labor and Workforce Development – Division Apprentice Standards, issued within the past 90 days, evidencing that at the time of submitting a bid or proposal, the bidder or proposer

is currently an Approved Sponsor of Apprentices. Any bid or proposal submitted without the above documentation shall be rejected;

(Compliance with the Apprentice Training Provision is currently suspended)

- 3) The bidder or proposer and all trade contractors and subcontractors under the bidder or proposer must maintain appropriate industrial accident insurance coverage for all the employees on the project in accordance with G.L. c. 152;
 - 4) The bidder or proposer and all trade contractors and subcontractors under the bidder must properly classify employees 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, Section 148B on employee classification);
 - 5) The bidder or proposer and all trade contractors and subcontractors under the bidder or proposer must at the time of bidding certify that, at the time employees begin work at the worksite, all employees 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, and shall ensure that all employees working at the worksite possess such qualifications at all times throughout the duration of their work on the project and furnish documentation of successful completion of the course;
 - 6) The bidder or proposer and all trade contractors and subcontractors under the bidder or proposer must be 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 under that statute by the Commonwealth Health Insurance Connector Authority.
 - 7) The bidder or proposer and all trade contractors and subcontractors under the bidder or proposer must make arrangements to ensure that each employee of every contractor entering or leaving the project individually completes the appropriate entries in a daily sign-in/out log. The sign-in/out log shall include: the location of the project; current date; printed employee name; signed employee name; and the time of each entry or exiting. The log shall contain a prominent notice that employees are entitled under state law to receive the prevailing wage rate for their work on the project. Such sign-in/out logs shall be provided to the City on a daily basis.
 - 8) The bidder or proposer and all trade contractors and subcontractors under the bidder or proposer, prior to bidding or, if not subject to bidding requirements, prior to performing any work on the project, shall sign under oath and provide to the City a certification that they are not debarred or otherwise prevented from bidding for or performing work on a public project in the Commonwealth of Massachusetts or in the City.
- d. A proposal or bid submitted by any general bidder or by any trade contractor or subcontractor under the general bidder or proposer that does not comply with any of the foregoing conditions for bidding shall

be rejected, and no subcontract for work outside the scope of G.L. c.149, Section 44F shall be awarded to a subcontractor that does not comply with the foregoing conditions.

- e. All bidders or proposers and all trade contractors and subcontractors under the bidder or proposer who are awarded or who otherwise obtain contracts on the projects subject to G.L. c.149, Section 44A(2) or c.149A, shall comply with each of the obligations set forth in this Section 4.7 for the entire duration of their work on the project, and an officer of each bidder or subcontractor under the bidder shall certify under oath and in writing on a weekly basis that they are in compliance with such obligations.
- f. Any proposer, bidder, trade contractor or subcontractor under the bidder or proposer who fails to comply with any one of the obligations set forth in this Section 4.7 for any period of time shall be, at the sole discretion of the City, subject to one or more of the following sanctions:
 - 1) cessation of work on the project until compliance is obtained;
 - 2) withholding of payment due under any contract or subcontract until compliance is obtained;
 - 3) permanent removal from any further work on the project;
 - 4) liquidated damages payable to the City in the amount of 5% of the dollar value of the contract.
- g. In addition to the sanctions outlined in subsection (h) above, a proposer, general bidder or contractor shall be equally liable for the violations of its subcontractor with the exception of violations arising from work performed pursuant to subcontracts that are subject to G.L. c.149, Section 44F. Any contractor or subcontractor that has been determined by the City or by any court or agency to have violated any of the obligations set forth in this Section 4.7 shall be barred from performing any work on any future projects for six months for a first violation, three years for a second violation and permanently for a third violation.

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 delivering construction equipment and/or supplies at any construction site or project within the city of Worcester.

- a. It shall be unlawful for any person, firm, corporation, partnership, or other entity to 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, 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 public works and parks or the commissioner of inspectional services.

It shall be unlawful for any person, firm, corporation, partnership, or other entity to engage in a construction project activity on Sundays or legal holidays without a permit from the police chief issued pursuant to G.L. c. 136, Section 7 or 15 and a permit issued by the commissioner of inspectional services hereunder.

- b. Emergency work permits may be issued in:
 - 1) cases of urgent necessity and for the interests of health, safety and convenience of the public. The commissioner of inspectional services shall 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,

- 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 of inspectional services 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.
- c. 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.
 - d. Prior to issuing or reissuing said emergency work permit, the commissioner of inspectional services 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.
 - e. Emergency repair work performed by the Department of Public Works and/or any public utility is exempt from this section.
 - f. The fee for each such Emergency work permits issued under this section shall be set in accordance with Chapter 2, § 24 of the City of Worcester Revised Ordinances of 2008.
 - g. On any project for the construction, reconstruction, 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 therefor, the provisions of this section shall apply and the same shall be referred in every invitation to bid for such project and, the following paragraphs shall be contained in every resulting contract therefrom:

“It shall be a material breach of this contract if the contractor and each subcontractor 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.

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.”

- h. The commissioner of inspectional services shall have the authority to adopt any rules and regulations he or she deems necessary to implement this section.
- i. 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 relative(s) of the owner, and said work is not being done for profit.
- j. This section may be enforced by the commissioner of inspectional services, the building commissioner, the chief of police or their subordinates.
- k. Any violation of this section 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 section occurs shall be considered a separate violation. Employers shall be deemed the violator for violations committed by their employees.

4.9 Regulation of Excessive and Unreasonable Noise: (Worcester Revised Ordinances, Chapter 9, Section 1A(e)(9)) This paragraph 4.9 shall apply to anyone operating powered construction equipment delivering construction equipment and/or supplies at any construction site or project within the city of Worcester.

- a. No person shall operate any powered construction equipment or build, erect, construct, demolish, alter, repair, excavate or engage in hoisting, grading, site work, including tree and brush removal, dredging or pneumatic hammering, or 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, except between the hours of 7:00 a.m. and 9:00 p.m. on weekdays and Saturday, and between the hours of 9:00 a.m. and 7:00 p.m. on Sundays, except for work performed by a public service or municipal utility department or “emergency work” performed with the express written permission of the commissioner of inspectional services or the commissioner of public works and parks. Emergency work shall be limited to such work that is clearly essential to respond to a sudden and unexpected threat to public health or public safety. Emergency work permission may be granted to a general or sub-contractor on a blanket basis governing all persons working on a specified portion of a particular job. Emergency work permission may be granted for not more than one week at a time, and may be renewed for additional one week periods at the discretion of the commissioner who granted the initial permission.



CITY OF WORCESTER
FORM FOR GENERAL BID

This bid must be accompanied by a deposit in the form of cash, or bid bond, or a certified check, treasurer's check, or cashier's check, payable to the City of Worcester (hereinafter referred to as the "Owner", or the "Awarding Authority") in the amount of five (5) percent of the value of the bid. No other form of bid security will be accepted.

By submitting this bid the undersigned represents to the Owner that it has examined and understands the Advertisement for Bids, Instructions to Bidders, contract forms, Conditions of the Contract (General and Supplementary), Drawings, Specifications and all other Contract Documents and has examined the site, as defined therein, and that this bid is made with distinct reference and relation to all said Contract Documents; but the undersigned declares that in regard to the conditions affecting the work to be done and the labor and materials needed, this bid is based solely on its own investigation and research and not in reliance upon any drawings, surveys, measurements, dimensions, calculations, estimates, or other tests or representations of any employee, officer, agent or consultant of the Owner. By submitting this bid, the undersigned agrees that it shall be subject to the jurisdiction of the courts of the Commonwealth of Massachusetts with respect to any actions arising out of or related to this bid or any contract that may be entered into based upon this bid, and that any such actions commenced by the undersigned shall be commenced in the courts of the Commonwealth of Massachusetts.

A bidder wishing to amend this bid after transmittal to the Owner may do so only by withdrawing this bid and resubmitting another bid prior to the time for opening bids.

TO: CITY OF WORCESTER

A. The Undersigned proposes to furnish all labor and materials required for the project **Window Replacement – Worcester East Middle School / WPS**, in Worcester, MA, in accordance with the accompanying plans and specifications prepared by the City of Worcester for the contract price specified below, subject to additions or deductions according to the terms of the specifications.

B. This bid includes addenda numbered: _____

C. The proposed contract base bid price is:

_____ Dollars
written amount

(\$ _____)
numerical amount

C-2 UNIT PRICES: See below and specification sections for further detail (02 0800, 06 1000)

In addition to stating the Total Base Bid Price, the Bidder shall state prices for the various items of work as may be listed herein. The Unit Prices listed below, if accepted by the Owner in the award of the contract, may be used for computing adjustments during the course of construction, based upon extra work ordered by the Owner, or for work countermanded, reduced, or omitted by the Owner.

Unit prices below are to be used only for ALTERNATE work in the phases as noted. There are no unit prices associated with the base bid.

Unit Price # 1: Remove rotted wood window frames in courtyard - Phase I, ALT 2

Unit Price # 1 = \$ _____ each

Unit Price # 2: Remove rotted wood window frames in courtyard - Phase I, ALT 3

Unit Price # 2 = \$ _____ each

Unit Price # 3: Replace rotted wood trim with new trim to match at courtyard wood windows - Phase I ALT 2

Unit Price # 3 = \$ _____ each

Unit Price # 4: Replace rotted wood trim with new trim to match at courtyard wood windows - Phase I ALT 3

Unit Price # 4 = \$ _____ each

C-3 ALTERNATES: See below and specification sections for further detail

The owner may select at its option in the order below, any Alternate or combination of Alternates, or none of the Alternates, however, no single Alternate may be selected unless every Alternate preceding it has been selected. The Bidder is required to provide a bid for each Alternate listed below. If selected by the Owner, the Alternate(s) will be added to the total Base Bid price to determine the low bidder.

Add alternate # 1 – Phase II: Additional cost to replace Rear Façade / West Windows – Arthur Street (approximately 51) as indicated on plans and/or specifications

Add alternate # 1 price: \$ _____

Add alternate # 2 – Phase I: Additional cost to replace Courtyard Windows (most damaged – approximately 15) as indicated on plans and/or specifications

Add alternate # 2 price: \$ _____

Add alternate # 3 – Phase I: Additional cost to replace remaining Courtyard Windows not including windows recently replaced (approximately 92) as indicated on plans and/or specifications

Add alternate # 3 price: \$ _____

C-4 TIME FOR COMPLETION:

The work of this contract shall be completed in phases as follows:

Phase I – Construction Start: 6/17/25
Substantial Completion: 8/18/25

Phase II – Construction Start: 6/16/26
Substantial Completion: 8/16/26

Date of Final Completion: 10/31/26

Work may occur between phases with approval from the Owner and Architect.

- D.** The undersigned agrees that, if selected as general contractor, he/she will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority execute a contract in accordance with the terms of this general bid and furnish a performance 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 of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price
- E.** The bidder hereby 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 on construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee: and that he will comply fully with all laws and regulations applicable to awards of subcontracts subject to section 44F.
- F.** 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 herein the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under the penalty of perjury that the undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section 29F of Chapter 29 or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date _____

(Print Name of Bidder)

(Signature)

By: _____
(Name of Person Signing Bid and Title)

Social Security Number or
Federal Identification Number:

(Business Address)

(City, State, and Zip Code)

E-mail Address:

Telephone: (_____) _____

Fax: (_____) _____

GIVE FULL NAMES AND RESIDENCES OF ALL PERSONS INTERESTED IN THE FOREGOING PROPOSAL.

(1) If a Proprietorship

Name of Owner _____

Business Address _____

Zip Code _____ Telephone No. _____

Home Address _____

Zip Code _____

(2) If a Partnership

Full names and addresses of all partners

<u>Name</u>	<u>Address</u>	<u>Zip Code</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

(3) If a Corporation

Full Legal Name _____

State of Incorporation _____ Qualified in Massachusetts ? Yes _____ No _____

Principal Place of Business _____

_____	Street	_____	P.O. Box
_____	City/Town	State	Zip

Telephone No. _____

Place of Business in Massachusetts _____

_____	Street	_____	P.O. Box
_____	City/Town	State	Zip

Telephone No. _____

If a foreign corporation (incorporated or organized under laws other than laws of the Commonwealth of Massachusetts), is the corporation registered with the Massachusetts Secretary of State's office? _____ Yes _____ No

If the bidder is a foreign corporation, it is required under MGL c. 30, section 39L to furnish the awarding authority a certificate of the Secretary of State stating that the corporation has complied with MGL c. 156D, Part 15, subdivision A, s. 15.03, and Part 16, subdivision B, s. 16.22

GIVE THE FOLLOWING INFORMATION REGARDING SURETY COMPANY THAT WILL SUPPLY THE REQUIRED BONDS. Performance and payment bonds in the amount of 100% of the dollar value of the contract will be required at time of contract execution. It is the contractor's responsibility to submit the required bond documentation in a form that is satisfactory to the City.

Full Legal Name of Surety Company _____

State of Incorporation _____ Admitted in Massachusetts ? Yes _____ No _____

Principal Place of Business _____
Street _____ P.O. Box _____

City/Town _____ State _____ Zip _____

Place of Business in Massachusetts _____
Street _____ P.O. Box _____

City/Town _____ State _____ Zip _____

Telephone No. _____

NOTE

The Office of the Attorney General, Washington, D.C. requires the following information on all bid proposals amounting to \$1,000.00 or more.

E.I. Number of bidder _____

This number is regularly used by companies when filing their "EMPLOYER'S FEDERAL TAX RETURN, U.S." Treasury Department Form 941.

AUTHORIZED SIGNATURE OF BIDDER _____ TITLE _____
PLEASE SIGN

DATE _____ BID SECURITY \$ _____

The name (s) of customer service representative (s) to be responsible for servicing this account in the event of contract award are:

NAME (PLEASE PRINT) _____ TEL. NO. _____

NAME (PLEASE PRINT) _____ TEL. NO. _____

PLEASE INDICATE YOUR FAX NUMBER FAX # _____

PLEASE INDICATE E-MAIL ADDRESS: E-MAIL: _____

PREVAILING WAGE RATES

&

CERTIFIED PAYROLL REPORTING

FORMS

NOTE: Successful bidder/contractor shall submit the required certified payroll reporting forms on a weekly basis *via email* to:

certifiedpayrollrecords@worcesterma.gov

**City of Worcester – Purchasing Division
City Hall – Room 201
455 Main Street
Worcester, MA 01608**

MASSACHUSETTS WEEKLY CERTIFIED PAYROLL REPORT FORM



Company's Name:		Address:				Phone No.:				Payroll No.:									
Employer's Signature:		Title:				Contract No:		Tax Payer ID Number		Work Week Ending:									
Awarding Authority's Name:		Public Works Project Name:				Public Works Project Location:				Min. Wage Rate Sheet Number									
General / Prime Contractor's Name:		Subcontractor's Name:						"Employer" Hourly Fringe Benefit Contributions											
				(B+C+D+E) (A x F)															
Employee Name & Complete Address	Work Classification:	Employee is OSHA 10 certified (?)	Appr. Rate (%)	Hours Worked								Project Hours (A) All Other Hours	Hourly Base Wage (B)	Health & Welfare Insurance (C)	ERISA Pension Plan (D)	Supp. Unemp. (E)	Total Hourly Prev. Wage (F)	Project Gross Wages	Check No. (H)
				Su.	Mo.	Tu.	We.	Th.	Fr.	Sa.	Total Gross Wages								

Are all apprentice employees identified above currently registered with the MA DLS's Division of Apprentice Standards? YES ☐ NO ☐

For all apprentices performing work during the reporting period, attach a copy of the apprentice identification card issued by the Massachusetts Department of Labor Standards / Division of Apprentice Standards. No apprentices are identified above ☐

NOTE: Pursuant to MGL c. 149, s. 27B, every contractor and subcontractor is required to submit a true and accurate copy of their certified weekly payroll records to the awarding authority by first-class mail or e-mail. In addition, each weekly payroll must be accompanied by a statement of compliance signed by the employer. Failure to comply may result in the commencement of a criminal action or the issuance of a civil citation.

Page _____ of _____

Date Received by Awarding Authority
/ /

CITY OF WORCESTER

Monthly Workforce Report

PROJECT NAME _____

Construction Manager: _____

Project: _____ Contract #: _____

Period Covered: _____ through _____

		GOAL - 38%		GOAL - 10%			
PROJECT-TO-DATE:		PEOPLE OF COLOR		FEMALE		MINORITY OWNED	WOMEN OWNED
Contractor/Sub-Contractor	Total Hours	PTD Hours	PTD Percentage	PTD Hours	PTD Percentage		
XX	600		0.0%		0.0%	YES / NO	YES / NO
						YES / NO	YES / NO
						YES / NO	YES / NO
						YES / NO	YES / NO
MONTHLY TOTAL:	600.0	0.00	0.0%	0.0	0.0%		

PROJECT NAME _____

Construction Manager: _____

Project: _____ Contract #: _____

Period Covered: _____ through _____

		GOAL - 38%		GOAL - 10%	
PROJECT-TO-DATE:		PEOPLE OF COLOR		FEMALE	
Trade	Total Hours	PTD Hours	PTD Percentage	PTD Hours	PTD Percentage
Carpenter	600.0	0.0	0.0%	0.0	0.0%
X					
X					
X					
X					
X					
MONTHLY TOTALS	600.0	0.0	0.0%	0.0	0.0%

WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c. 149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. For every week in which an apprentice is employed, a photocopy of the apprentice's identification card must be attached to the payroll report. Once collected, the awarding authority is also required to preserve those records for three years.

In addition, each such contractor, subcontractor, or public body shall furnish to the awarding authority directly, within fifteen 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

_____, 20____

I, _____, _____
(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by
_____ on the _____
(Contractor, subcontractor or public body) (Building or project)
and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on
said project have been paid in accordance with wages determined under the provisions of
sections twenty-six and twenty-seven of chapter one hundred and forty nine of the
General Laws.

Signature _____

Title _____



MAURA HEALEY
Governor

KIM DRISCOLL
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

LAUREN JONES
Secretary

MICHAEL FLANAGAN
Director

Awarding Authority: City of Worcester Purchasing Division
Contract Number: 8314-W5 **City/Town:** WORCESTER
Description of Work: replacement of windows and related work at Worcester East Middle School
Job Location: 420 Grafton Street

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- 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 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, the 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. The updated wage schedule must be provided to all contractors, including general and sub-contractors, working on the construction project.
- This annual update requirement is generally not applicable to 27F "rental of equipment" contracts. For such contracts, the prevailing wage rates issued by DLS shall remain in effect for the duration of the contract term. However, if the prevailing wage rate sheet issued does not contain wage rates for each year covered by the contract term, the Awarding Authority must request updated rate sheets from DLS and provide them to the contractor to ensure the correct rates are being paid throughout the duration of the contract. Additionally, if an Awarding Authority exercises an option to renew or extend the contract term, they must request updated rate sheets from DLS and provide them to the contractor.
- 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 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 a sub-contractor.
- Apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Standards (DAS). Apprentices must keep their apprentice identification card on their persons 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 DAS regardless of whether they are registered with another federal, state, local, or private agency must be paid the journeyworker's rate.**
- Every contractor or subcontractor working on the construction project must 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. For a sample payroll reporting form go to <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.
- Contractors must obtain the wage schedules from awarding authorities. 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.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may file a complaint with the Fair Labor Division of the office of the Attorney General at (617) 727-3465.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	06/01/2024	\$39.95	\$15.07	\$18.67	\$0.00	\$73.69
	12/01/2024	\$39.95	\$15.07	\$20.17	\$0.00	\$75.19
	01/01/2025	\$39.95	\$15.57	\$20.17	\$0.00	\$75.69
	06/01/2025	\$40.95	\$15.57	\$20.17	\$0.00	\$76.69
	12/01/2025	\$40.95	\$15.57	\$21.78	\$0.00	\$78.30
	01/01/2026	\$40.95	\$16.17	\$21.78	\$0.00	\$78.90
	06/01/2026	\$41.95	\$16.17	\$21.78	\$0.00	\$79.90
	12/01/2026	\$41.95	\$16.17	\$23.52	\$0.00	\$81.64
	01/01/2027	\$41.95	\$16.77	\$23.52	\$0.00	\$82.24
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	06/01/2024	\$40.02	\$15.07	\$18.67	\$0.00	\$73.76
	12/01/2024	\$40.02	\$15.07	\$20.17	\$0.00	\$75.26
	01/01/2025	\$40.02	\$15.57	\$20.17	\$0.00	\$75.76
	06/01/2025	\$41.02	\$15.57	\$20.17	\$0.00	\$76.76
	12/01/2025	\$41.02	\$15.57	\$21.78	\$0.00	\$78.37
	01/01/2026	\$41.02	\$16.17	\$21.78	\$0.00	\$78.97
	06/01/2026	\$42.02	\$16.17	\$21.78	\$0.00	\$79.97
	12/01/2026	\$42.02	\$16.17	\$23.52	\$0.00	\$81.71
	01/01/2027	\$42.02	\$16.77	\$23.52	\$0.00	\$82.31
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	06/01/2024	\$40.14	\$15.07	\$18.67	\$0.00	\$73.88
	12/01/2024	\$40.14	\$15.07	\$20.17	\$0.00	\$75.38
	01/01/2025	\$40.14	\$15.57	\$20.17	\$0.00	\$75.88
	06/01/2025	\$41.14	\$15.57	\$20.17	\$0.00	\$76.88
	12/01/2025	\$41.14	\$15.57	\$21.78	\$0.00	\$78.49
	01/01/2026	\$41.14	\$16.17	\$21.78	\$0.00	\$79.09
	06/01/2026	\$42.14	\$16.17	\$21.78	\$0.00	\$80.09
	12/01/2026	\$42.14	\$16.17	\$23.52	\$0.00	\$81.83
	01/01/2027	\$42.14	\$16.77	\$23.52	\$0.00	\$82.43
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>	06/01/2024	\$39.28	\$9.65	\$18.40	\$0.00	\$67.33
	12/01/2024	\$40.61	\$9.65	\$18.40	\$0.00	\$68.66
	06/01/2025	\$42.00	\$9.65	\$18.40	\$0.00	\$70.05
	12/01/2025	\$43.38	\$9.65	\$18.40	\$0.00	\$71.43
	06/01/2026	\$44.82	\$9.65	\$18.40	\$0.00	\$72.87
	12/01/2026	\$46.26	\$9.65	\$18.40	\$0.00	\$74.31
	06/01/2027	\$47.71	\$9.65	\$18.40	\$0.00	\$75.76
	12/01/2027	\$49.16	\$9.65	\$18.40	\$0.00	\$77.21
	06/01/2028	\$50.66	\$9.65	\$18.40	\$0.00	\$78.71
For apprentice rates see "Apprentice- LABORER"	12/01/2028	\$52.16	\$9.65	\$18.40	\$0.00	\$80.21

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
AIR TRACK OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	06/01/2024	\$39.28	\$9.65	\$17.80	\$0.00	\$66.73
	12/01/2024	\$40.61	\$9.65	\$17.80	\$0.00	\$68.06
	06/01/2025	\$42.00	\$9.65	\$17.80	\$0.00	\$69.45
	12/01/2025	\$43.38	\$9.65	\$17.80	\$0.00	\$70.83
	06/01/2026	\$44.82	\$9.65	\$17.80	\$0.00	\$72.27
	12/01/2026	\$46.26	\$9.65	\$17.80	\$0.00	\$73.71
	For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"					
ASBESTOS WORKER (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (WORCESTER)</i>	06/01/2024	\$41.80	\$14.50	\$11.05	\$0.00	\$67.35
	12/01/2024	\$42.80	\$14.50	\$11.05	\$0.00	\$68.35
	06/01/2025	\$43.80	\$14.50	\$11.05	\$0.00	\$69.35
	12/01/2025	\$44.80	\$14.50	\$11.05	\$0.00	\$70.35
ASPHALT RAKER <i>LABORERS - ZONE 2</i>	06/01/2024	\$38.78	\$9.65	\$18.40	\$0.00	\$66.83
	12/01/2024	\$40.11	\$9.65	\$18.40	\$0.00	\$68.16
	06/01/2025	\$41.50	\$9.65	\$18.40	\$0.00	\$69.55
	12/01/2025	\$42.88	\$9.65	\$18.40	\$0.00	\$70.93
	06/01/2026	\$44.32	\$9.65	\$18.40	\$0.00	\$72.37
	12/01/2026	\$45.76	\$9.65	\$18.40	\$0.00	\$73.81
	06/01/2027	\$47.21	\$9.65	\$18.40	\$0.00	\$75.26
	12/01/2027	\$48.66	\$9.65	\$18.40	\$0.00	\$76.71
	06/01/2028	\$50.16	\$9.65	\$18.40	\$0.00	\$78.21
	12/01/2028	\$51.66	\$9.65	\$18.40	\$0.00	\$79.71
	For apprentice rates see "Apprentice- LABORER"					
ASPHALT RAKER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	06/01/2024	\$38.78	\$9.65	\$17.80	\$0.00	\$66.23
	12/01/2024	\$40.11	\$9.65	\$17.80	\$0.00	\$67.56
	06/01/2025	\$41.50	\$9.65	\$17.80	\$0.00	\$68.95
	12/01/2025	\$42.88	\$9.65	\$17.80	\$0.00	\$70.33
	06/01/2026	\$44.32	\$9.65	\$17.80	\$0.00	\$71.77
	12/01/2026	\$45.76	\$9.65	\$17.80	\$0.00	\$73.21
	For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"					
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$56.03	\$15.30	\$16.40	\$0.00	\$87.73
	12/01/2024	\$57.48	\$15.30	\$16.40	\$0.00	\$89.18
	06/01/2025	\$58.78	\$15.30	\$16.40	\$0.00	\$90.48
	12/01/2025	\$60.23	\$15.30	\$16.40	\$0.00	\$91.93
	06/01/2026	\$61.53	\$15.30	\$16.40	\$0.00	\$93.23
	12/01/2026	\$62.98	\$15.30	\$16.40	\$0.00	\$94.68
	For apprentice rates see "Apprentice- OPERATING ENGINEERS"					
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$56.03	\$15.30	\$16.40	\$0.00	\$87.73
	12/01/2024	\$57.48	\$15.30	\$16.40	\$0.00	\$89.18
	06/01/2025	\$58.78	\$15.30	\$16.40	\$0.00	\$90.48
	12/01/2025	\$60.23	\$15.30	\$16.40	\$0.00	\$91.93
	06/01/2026	\$61.53	\$15.30	\$16.40	\$0.00	\$93.23
	12/01/2026	\$62.98	\$15.30	\$16.40	\$0.00	\$94.68
	For apprentice rates see "Apprentice- OPERATING ENGINEERS"					

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 2</i>	06/01/2024	\$38.78	\$9.65	\$18.40	\$0.00	\$66.83
	12/01/2024	\$40.11	\$9.65	\$18.40	\$0.00	\$68.16
	06/01/2025	\$41.50	\$9.65	\$18.40	\$0.00	\$69.55
	12/01/2025	\$42.88	\$9.65	\$18.40	\$0.00	\$70.93
	06/01/2026	\$44.32	\$9.65	\$18.40	\$0.00	\$72.37
	12/01/2026	\$45.76	\$9.65	\$18.40	\$0.00	\$73.81
	06/01/2027	\$47.21	\$9.65	\$18.40	\$0.00	\$75.26
	12/01/2027	\$48.66	\$9.65	\$18.40	\$0.00	\$76.71
	06/01/2028	\$50.16	\$9.65	\$18.40	\$0.00	\$78.21
	12/01/2028	\$51.66	\$9.65	\$18.40	\$0.00	\$79.71
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 2</i>	06/01/2024	\$39.28	\$9.65	\$18.40	\$0.00	\$67.33
	12/01/2024	\$40.61	\$9.65	\$18.40	\$0.00	\$68.66
	06/01/2025	\$42.00	\$9.65	\$18.40	\$0.00	\$70.05
	12/01/2025	\$43.38	\$9.65	\$18.40	\$0.00	\$71.43
	06/01/2026	\$44.82	\$9.65	\$18.40	\$0.00	\$72.87
	12/01/2026	\$46.26	\$9.65	\$18.40	\$0.00	\$74.31
	06/01/2027	\$47.71	\$9.65	\$18.40	\$0.00	\$75.76
	12/01/2027	\$49.16	\$9.65	\$18.40	\$0.00	\$77.21
	06/01/2028	\$50.66	\$9.65	\$18.40	\$0.00	\$78.71
	12/01/2028	\$52.16	\$9.65	\$18.40	\$0.00	\$80.21
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	06/01/2024	\$39.28	\$9.65	\$17.80	\$0.00	\$66.73
	12/01/2024	\$40.61	\$9.65	\$17.80	\$0.00	\$68.06
	06/01/2025	\$42.00	\$9.65	\$17.80	\$0.00	\$69.45
	12/01/2025	\$43.38	\$9.65	\$17.80	\$0.00	\$70.83
	06/01/2026	\$44.82	\$9.65	\$17.80	\$0.00	\$72.27
	12/01/2026	\$46.26	\$9.65	\$17.80	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2024	\$48.12	\$7.07	\$20.60	\$0.00	\$75.79

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$31.28	\$7.07	\$13.22	\$0.00	\$51.57
2	65	\$31.28	\$7.07	\$13.22	\$0.00	\$51.57
3	70	\$33.68	\$7.07	\$14.23	\$0.00	\$54.98
4	75	\$36.09	\$7.07	\$15.24	\$0.00	\$58.40
5	80	\$38.50	\$7.07	\$16.25	\$0.00	\$61.82
6	85	\$40.90	\$7.07	\$17.28	\$0.00	\$65.25
7	90	\$43.31	\$7.07	\$18.28	\$0.00	\$68.66
8	95	\$45.71	\$7.07	\$19.32	\$0.00	\$72.10

Notes:

Apprentice to Journeyworker Ratio:1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	08/01/2024	\$62.36	\$11.49	\$22.90	\$0.00	\$96.75
BRICKLAYERS LOCAL 3 (WORCESTER)	02/01/2025	\$63.66	\$11.49	\$22.90	\$0.00	\$98.05
	08/01/2025	\$65.81	\$11.49	\$22.90	\$0.00	\$100.20
	02/01/2026	\$67.16	\$11.49	\$22.90	\$0.00	\$101.55
	08/01/2026	\$69.36	\$11.49	\$22.90	\$0.00	\$103.75
	02/01/2027	\$70.76	\$11.49	\$22.90	\$0.00	\$105.15

Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Worcester

Effective Date - 08/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$31.18	\$11.49	\$22.90	\$0.00	\$65.57
2	60	\$37.42	\$11.49	\$22.90	\$0.00	\$71.81
3	70	\$43.65	\$11.49	\$22.90	\$0.00	\$78.04
4	80	\$49.89	\$11.49	\$22.90	\$0.00	\$84.28
5	90	\$56.12	\$11.49	\$22.90	\$0.00	\$90.51

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$31.83	\$11.49	\$22.90	\$0.00	\$66.22
2	60	\$38.20	\$11.49	\$22.90	\$0.00	\$72.59
3	70	\$44.56	\$11.49	\$22.90	\$0.00	\$78.95
4	80	\$50.93	\$11.49	\$22.90	\$0.00	\$85.32
5	90	\$57.29	\$11.49	\$22.90	\$0.00	\$91.68

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$55.41	\$15.30	\$16.40	\$0.00	\$87.11
	12/01/2024	\$56.85	\$15.30	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.13	\$15.30	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.57	\$15.30	\$16.40	\$0.00	\$91.27
	06/01/2026	\$60.85	\$15.30	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.29	\$15.30	\$16.40	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CAISSON & UNDERPINNING BOTTOM MAN <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2024	\$46.63	\$9.65	\$18.22	\$0.00	\$74.50
	12/01/2024	\$48.10	\$9.65	\$18.22	\$0.00	\$75.97
	06/01/2025	\$49.60	\$9.65	\$18.22	\$0.00	\$77.47
	12/01/2025	\$51.10	\$9.65	\$18.22	\$0.00	\$78.97
	06/01/2026	\$52.65	\$9.65	\$18.22	\$0.00	\$80.52
	12/01/2026	\$54.15	\$9.65	\$18.22	\$0.00	\$82.02
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2024	\$45.48	\$9.65	\$18.22	\$0.00	\$73.35
	12/01/2024	\$46.95	\$9.65	\$18.22	\$0.00	\$74.82
	06/01/2025	\$48.45	\$9.65	\$18.22	\$0.00	\$76.32
	12/01/2025	\$49.95	\$9.65	\$18.22	\$0.00	\$77.82
	06/01/2026	\$51.50	\$9.65	\$18.22	\$0.00	\$79.37
	12/01/2026	\$53.00	\$9.65	\$18.22	\$0.00	\$80.87
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2024	\$45.81	\$9.65	\$18.22	\$0.00	\$73.68
	12/01/2024	\$47.28	\$9.65	\$18.22	\$0.00	\$75.15
	06/01/2025	\$48.78	\$9.65	\$18.22	\$0.00	\$76.65
	12/01/2025	\$50.28	\$9.65	\$18.22	\$0.00	\$78.15
	06/01/2026	\$51.83	\$9.65	\$18.22	\$0.00	\$79.70
	12/01/2026	\$53.33	\$9.65	\$18.22	\$0.00	\$81.20
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2024	\$38.78	\$9.65	\$18.40	\$0.00	\$66.83
	12/01/2024	\$40.11	\$9.65	\$18.40	\$0.00	\$68.16
	06/01/2025	\$41.50	\$9.65	\$18.40	\$0.00	\$69.55
	12/01/2025	\$42.88	\$9.65	\$18.40	\$0.00	\$70.93
	06/01/2026	\$44.32	\$9.65	\$18.40	\$0.00	\$72.37
	12/01/2026	\$45.76	\$9.65	\$18.40	\$0.00	\$73.81
	06/01/2027	\$47.21	\$9.65	\$18.40	\$0.00	\$75.26
	12/01/2027	\$48.66	\$9.65	\$18.40	\$0.00	\$76.71
	06/01/2028	\$50.16	\$9.65	\$18.40	\$0.00	\$78.21
	12/01/2028	\$51.66	\$9.65	\$18.40	\$0.00	\$79.71
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	09/01/2024	\$48.37	\$9.83	\$19.97	\$0.00	\$78.17
	03/01/2025	\$49.62	\$9.83	\$19.97	\$0.00	\$79.42
	09/01/2025	\$50.87	\$9.83	\$19.97	\$0.00	\$80.67
	03/01/2026	\$52.12	\$9.83	\$19.97	\$0.00	\$81.92
	09/01/2026	\$53.37	\$9.83	\$19.97	\$0.00	\$83.17
	03/01/2027	\$54.62	\$9.83	\$19.97	\$0.00	\$84.42

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$21.77	\$9.83	\$1.73	\$0.00	\$33.33
2	45	\$21.77	\$9.83	\$1.73	\$0.00	\$33.33
3	55	\$26.60	\$9.83	\$3.40	\$0.00	\$39.83
4	55	\$26.60	\$9.83	\$3.40	\$0.00	\$39.83
5	70	\$33.86	\$9.83	\$16.51	\$0.00	\$60.20
6	70	\$33.86	\$9.83	\$16.51	\$0.00	\$60.20
7	80	\$38.70	\$9.83	\$18.24	\$0.00	\$66.77
8	80	\$38.70	\$9.83	\$18.24	\$0.00	\$66.77

Effective Date - 03/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$22.33	\$9.83	\$1.73	\$0.00	\$33.89
2	45	\$22.33	\$9.83	\$1.73	\$0.00	\$33.89
3	55	\$27.29	\$9.83	\$3.40	\$0.00	\$40.52
4	55	\$27.29	\$9.83	\$3.40	\$0.00	\$40.52
5	70	\$34.73	\$9.83	\$16.51	\$0.00	\$61.07
6	70	\$34.73	\$9.83	\$16.51	\$0.00	\$61.07
7	80	\$39.70	\$9.83	\$18.24	\$0.00	\$67.77
8	80	\$39.70	\$9.83	\$18.24	\$0.00	\$67.77

Notes:

Apprentice to Journeyworker Ratio:1:5

CARPENTER WOOD FRAME	10/01/2024	\$26.65	\$7.02	\$4.80	\$0.00	\$38.47
CARPENTERS-ZONE 3 (Wood Frame)	10/01/2025	\$27.75	\$7.02	\$4.80	\$0.00	\$39.57
	10/01/2026	\$28.85	\$7.02	\$4.80	\$0.00	\$40.67
All Aspects of New Wood Frame Work						

Apprentice - CARPENTER (Wood Frame) - Zone 3

Effective Date - 10/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$15.99	\$7.02	\$0.00	\$0.00	\$23.01
2	60	\$15.99	\$7.02	\$0.00	\$0.00	\$23.01
3	65	\$17.32	\$7.02	\$1.00	\$0.00	\$25.34
4	70	\$18.66	\$7.02	\$1.00	\$0.00	\$26.68
5	75	\$19.99	\$7.02	\$4.80	\$0.00	\$31.81
6	80	\$21.32	\$7.02	\$4.80	\$0.00	\$33.14
7	85	\$22.65	\$7.02	\$4.80	\$0.00	\$34.47
8	90	\$23.99	\$7.02	\$4.80	\$0.00	\$35.81

Effective Date - 10/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$16.65	\$7.02	\$0.00	\$0.00	\$23.67
2	60	\$16.65	\$7.02	\$0.00	\$0.00	\$23.67
3	65	\$18.04	\$7.02	\$1.00	\$0.00	\$26.06
4	70	\$19.43	\$7.02	\$1.00	\$0.00	\$27.45
5	75	\$20.81	\$7.02	\$4.80	\$0.00	\$32.63
6	80	\$22.20	\$7.02	\$4.80	\$0.00	\$34.02
7	85	\$23.59	\$7.02	\$4.80	\$0.00	\$35.41
8	90	\$24.98	\$7.02	\$4.80	\$0.00	\$36.80

Notes:
% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
Step 1&2 \$18.52/ 3&4 \$21.07/ 5&6 \$28.70/ 7&8 \$31.26

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING BRICKLAYERS LOCAL 3 (WORCESTER)	01/01/2024	\$49.33	\$13.00	\$23.57	\$1.30	\$87.20

Apprentice - CEMENT MASONRY/PLASTERING - Worcester

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.67	\$13.00	\$15.93	\$0.00	\$53.60
2	60	\$29.60	\$13.00	\$18.57	\$1.30	\$62.47
3	65	\$32.06	\$13.00	\$19.57	\$1.30	\$65.93
4	70	\$34.53	\$13.00	\$20.57	\$1.30	\$69.40
5	75	\$37.00	\$13.00	\$21.57	\$1.30	\$72.87
6	80	\$39.46	\$13.00	\$22.57	\$1.30	\$76.33
7	90	\$44.40	\$13.00	\$23.57	\$1.30	\$82.27

Notes:
Steps 3,4 are 500 hrs. All other steps are 1,000 hrs.

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CHAIN SAW OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2024	\$38.78	\$9.65	\$18.40	\$0.00	\$66.83
	12/01/2024	\$40.11	\$9.65	\$18.40	\$0.00	\$68.16
	06/01/2025	\$41.50	\$9.65	\$18.40	\$0.00	\$69.55
	12/01/2025	\$42.88	\$9.65	\$18.40	\$0.00	\$70.93
	06/01/2026	\$44.32	\$9.65	\$18.40	\$0.00	\$72.37
	12/01/2026	\$45.76	\$9.65	\$18.40	\$0.00	\$73.81
	06/01/2027	\$47.21	\$9.65	\$18.40	\$0.00	\$75.26
	12/01/2027	\$48.66	\$9.65	\$18.40	\$0.00	\$76.71
	06/01/2028	\$50.16	\$9.65	\$18.40	\$0.00	\$78.21
	12/01/2028	\$51.66	\$9.65	\$18.40	\$0.00	\$79.71
For apprentice rates see "Apprentice- LABORER"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$57.15	\$15.30	\$16.40	\$0.00	\$88.85
	12/01/2024	\$58.63	\$15.30	\$16.40	\$0.00	\$90.33
	06/01/2025	\$59.96	\$15.30	\$16.40	\$0.00	\$91.66
	12/01/2025	\$61.43	\$15.30	\$16.40	\$0.00	\$93.13
	06/01/2026	\$62.76	\$15.30	\$16.40	\$0.00	\$94.46
	12/01/2026	\$64.24	\$15.30	\$16.40	\$0.00	\$95.94
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$36.17	\$15.30	\$16.40	\$0.00	\$67.87
	12/01/2024	\$37.12	\$15.30	\$16.40	\$0.00	\$68.82
	06/01/2025	\$37.97	\$15.30	\$16.40	\$0.00	\$69.67
	12/01/2025	\$38.92	\$15.30	\$16.40	\$0.00	\$70.62
	06/01/2026	\$39.78	\$15.30	\$16.40	\$0.00	\$71.48
	12/01/2026	\$40.73	\$15.30	\$16.40	\$0.00	\$72.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 2</i>	07/01/2024	\$57.26	\$9.95	\$23.95	\$0.00	\$91.16
	01/01/2025	\$58.46	\$9.95	\$23.95	\$0.00	\$92.36

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.63	\$9.95	\$0.00	\$0.00	\$38.58
2	55	\$31.49	\$9.95	\$6.66	\$0.00	\$48.10
3	60	\$34.36	\$9.95	\$7.26	\$0.00	\$51.57
4	65	\$37.22	\$9.95	\$7.87	\$0.00	\$55.04
5	70	\$40.08	\$9.95	\$20.32	\$0.00	\$70.35
6	75	\$42.95	\$9.95	\$20.93	\$0.00	\$73.83
7	80	\$45.81	\$9.95	\$21.53	\$0.00	\$77.29
8	90	\$51.53	\$9.95	\$22.74	\$0.00	\$84.22

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.23	\$9.95	\$0.00	\$0.00	\$39.18
2	55	\$32.15	\$9.95	\$6.66	\$0.00	\$48.76
3	60	\$35.08	\$9.95	\$7.26	\$0.00	\$52.29
4	65	\$38.00	\$9.95	\$7.87	\$0.00	\$55.82
5	70	\$40.92	\$9.95	\$20.32	\$0.00	\$71.19
6	75	\$43.85	\$9.95	\$20.93	\$0.00	\$74.73
7	80	\$46.77	\$9.95	\$21.53	\$0.00	\$78.25
8	90	\$52.61	\$9.95	\$22.74	\$0.00	\$85.30

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN	06/10/2024	\$45.53	\$9.65	\$18.40	\$0.00	\$73.58
LABORERS - ZONE 2	12/02/2024	\$47.00	\$9.65	\$18.40	\$0.00	\$75.05
	06/02/2025	\$48.50	\$9.65	\$18.40	\$0.00	\$76.55
	12/01/2025	\$50.00	\$9.65	\$18.40	\$0.00	\$78.05
	06/01/2026	\$51.55	\$9.65	\$18.40	\$0.00	\$79.60
	12/07/2026	\$53.05	\$9.65	\$18.40	\$0.00	\$81.10
	06/07/2027	\$54.65	\$9.65	\$18.40	\$0.00	\$82.70
	12/06/2027	\$56.25	\$9.65	\$18.40	\$0.00	\$84.30
	06/05/2028	\$57.93	\$9.65	\$18.40	\$0.00	\$85.98
	12/04/2028	\$59.60	\$9.65	\$18.40	\$0.00	\$87.65

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: BACKHOE/LOADER/HAMMER OPERATOR <i>LABORERS - ZONE 2</i>	06/10/2024	\$46.53	\$9.65	\$18.40	\$0.00	\$74.58
	12/02/2024	\$48.00	\$9.65	\$18.40	\$0.00	\$76.05
	06/02/2025	\$49.50	\$9.65	\$18.40	\$0.00	\$77.55
	12/01/2025	\$51.00	\$9.65	\$18.40	\$0.00	\$79.05
	06/01/2026	\$52.55	\$9.65	\$18.40	\$0.00	\$80.60
	12/07/2026	\$54.05	\$9.65	\$18.40	\$0.00	\$82.10
	06/07/2027	\$55.65	\$9.65	\$18.40	\$0.00	\$83.70
	12/06/2027	\$57.25	\$9.65	\$18.40	\$0.00	\$85.30
	06/05/2028	\$58.93	\$9.65	\$18.40	\$0.00	\$86.98
	12/04/2028	\$60.60	\$9.65	\$18.40	\$0.00	\$88.65
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS <i>LABORERS - ZONE 2</i>	06/10/2024	\$46.28	\$9.65	\$18.40	\$0.00	\$74.33
	12/02/2024	\$47.75	\$9.65	\$18.40	\$0.00	\$75.80
	06/02/2025	\$49.25	\$9.65	\$18.40	\$0.00	\$77.30
	12/01/2025	\$50.75	\$9.65	\$18.40	\$0.00	\$78.80
	06/01/2026	\$52.30	\$9.65	\$18.40	\$0.00	\$80.35
	12/07/2026	\$53.80	\$9.65	\$18.40	\$0.00	\$81.85
	06/07/2027	\$55.40	\$9.65	\$18.40	\$0.00	\$83.45
	12/06/2027	\$57.00	\$9.65	\$18.40	\$0.00	\$85.05
	06/05/2028	\$58.68	\$9.65	\$18.40	\$0.00	\$86.73
	12/04/2028	\$60.35	\$9.65	\$18.40	\$0.00	\$88.40
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER <i>LABORERS - ZONE 2</i>	06/10/2024	\$46.53	\$9.65	\$18.40	\$0.00	\$74.58
	12/02/2024	\$48.00	\$9.65	\$18.40	\$0.00	\$76.05
	06/02/2025	\$49.50	\$9.65	\$18.40	\$0.00	\$77.55
	12/01/2025	\$51.00	\$9.65	\$18.40	\$0.00	\$79.05
	06/01/2026	\$52.55	\$9.65	\$18.40	\$0.00	\$80.60
	12/07/2026	\$54.05	\$9.65	\$18.40	\$0.00	\$82.10
	06/07/2027	\$55.65	\$9.65	\$18.40	\$0.00	\$83.70
	12/06/2027	\$57.25	\$9.65	\$18.40	\$0.00	\$85.30
	06/05/2028	\$58.93	\$9.65	\$18.40	\$0.00	\$86.98
	12/04/2028	\$60.60	\$9.65	\$18.40	\$0.00	\$88.65
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR <i>LABORERS - ZONE 2</i>	06/10/2024	\$46.28	\$9.65	\$18.40	\$0.00	\$74.33
	12/02/2024	\$47.75	\$9.65	\$18.40	\$0.00	\$75.80
	06/02/2025	\$49.25	\$9.65	\$18.40	\$0.00	\$77.30
	12/01/2025	\$50.75	\$9.65	\$18.40	\$0.00	\$78.80
	06/01/2026	\$52.30	\$9.65	\$18.40	\$0.00	\$80.35
	12/07/2026	\$53.80	\$9.65	\$18.40	\$0.00	\$81.85
	06/07/2027	\$55.40	\$9.65	\$18.40	\$0.00	\$83.45
	12/06/2027	\$57.00	\$9.65	\$18.40	\$0.00	\$85.05
	06/05/2028	\$58.68	\$9.65	\$18.40	\$0.00	\$86.73
	12/04/2028	\$60.35	\$9.65	\$18.40	\$0.00	\$88.40
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: WRECKING LABORER <i>LABORERS - ZONE 2</i>	06/10/2024	\$45.53	\$9.65	\$18.40	\$0.00	\$73.58
	12/02/2024	\$47.00	\$9.65	\$18.40	\$0.00	\$75.05
	06/02/2025	\$48.50	\$9.65	\$18.40	\$0.00	\$76.55
	12/01/2025	\$50.00	\$9.65	\$18.40	\$0.00	\$78.05
	06/01/2026	\$51.55	\$9.65	\$18.40	\$0.00	\$79.60
	12/07/2026	\$53.05	\$9.65	\$18.40	\$0.00	\$81.10
	06/07/2027	\$54.65	\$9.65	\$18.40	\$0.00	\$82.70
	12/06/2027	\$56.25	\$9.65	\$18.40	\$0.00	\$84.30
	06/05/2028	\$57.93	\$9.65	\$18.40	\$0.00	\$85.98
	12/04/2028	\$59.60	\$9.65	\$18.40	\$0.00	\$87.65
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$55.41	\$15.30	\$16.40	\$0.00	\$87.11
	12/01/2024	\$56.85	\$15.30	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.13	\$15.30	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.57	\$15.30	\$16.40	\$0.00	\$91.27
	06/01/2026	\$60.85	\$15.30	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.29	\$15.30	\$16.40	\$0.00	\$93.99
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>	09/01/2024	\$47.05	\$13.99	\$19.22	\$0.00	\$80.26
	09/07/2025	\$48.16	\$14.98	\$19.60	\$0.00	\$82.74
	09/06/2026	\$49.38	\$15.96	\$20.00	\$0.00	\$85.34

Apprentice - *ELECTRICIAN - Local 96*
Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$18.82	\$13.99	\$0.56	\$0.00	\$33.37
2	45	\$21.17	\$13.99	\$0.64	\$0.00	\$35.80
3	48	\$22.58	\$13.99	\$15.79	\$0.00	\$52.36
4	55	\$25.88	\$13.99	\$16.26	\$0.00	\$56.13
5	65	\$30.58	\$13.99	\$16.91	\$0.00	\$61.48
6	80	\$37.64	\$13.99	\$17.90	\$0.00	\$69.53

Effective Date - 09/07/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$19.26	\$14.98	\$0.58	\$0.00	\$34.82
2	45	\$21.67	\$14.98	\$0.65	\$0.00	\$37.30
3	48	\$23.12	\$14.98	\$16.09	\$0.00	\$54.19
4	55	\$26.49	\$14.98	\$16.57	\$0.00	\$58.04
5	65	\$31.30	\$14.98	\$17.25	\$0.00	\$63.53
6	80	\$38.53	\$14.98	\$18.26	\$0.00	\$71.77

Notes:

Steps 1-2 are 1000 hrs; Steps 3-6 are 1500 hrs.

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR	01/01/2024	\$61.98	\$16.18	\$20.96	\$0.00	\$99.12
ELEVATOR CONSTRUCTORS LOCAL 41	01/01/2025	\$62.83	\$16.28	\$21.36	\$0.00	\$100.47
	01/01/2026	\$63.68	\$16.38	\$21.76	\$0.00	\$101.82
	01/01/2027	\$64.53	\$16.48	\$22.16	\$0.00	\$103.17

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - ELEVATOR CONSTRUCTOR - Local 41

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$30.99	\$16.18	\$0.00	\$0.00	\$47.17
2	55	\$34.09	\$16.18	\$20.96	\$0.00	\$71.23
3	65	\$40.29	\$16.18	\$20.96	\$0.00	\$77.43
4	70	\$43.39	\$16.18	\$20.96	\$0.00	\$80.53
5	80	\$49.58	\$16.18	\$20.96	\$0.00	\$86.72

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$31.42	\$16.28	\$0.00	\$0.00	\$47.70
2	55	\$34.56	\$16.28	\$21.36	\$0.00	\$72.20
3	65	\$40.84	\$16.28	\$21.36	\$0.00	\$78.48
4	70	\$43.98	\$16.28	\$21.36	\$0.00	\$81.62
5	80	\$50.26	\$16.28	\$21.36	\$0.00	\$87.90

Notes:

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

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER	01/01/2024	\$43.39	\$16.18	\$20.96	\$0.00	\$80.53
ELEVATOR CONSTRUCTORS LOCAL 41	01/01/2025	\$43.98	\$16.28	\$21.36	\$0.00	\$81.62
	01/01/2026	\$44.58	\$16.38	\$21.76	\$0.00	\$82.72
	01/01/2027	\$45.17	\$16.48	\$22.16	\$0.00	\$83.81
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"						
FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY)	06/01/2024	\$38.78	\$9.65	\$17.80	\$0.00	\$66.23
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2024	\$40.11	\$9.65	\$17.80	\$0.00	\$67.56
	06/01/2025	\$41.50	\$9.65	\$17.80	\$0.00	\$68.95
	12/01/2025	\$42.88	\$9.65	\$17.80	\$0.00	\$70.33
	06/01/2026	\$44.32	\$9.65	\$17.80	\$0.00	\$71.77
	12/01/2026	\$45.76	\$9.65	\$17.80	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY	05/01/2024	\$50.79	\$15.00	\$16.40	\$0.00	\$82.19
OPERATING ENGINEERS LOCAL 4	11/01/2024	\$52.08	\$15.00	\$16.40	\$0.00	\$83.48
	05/01/2025	\$53.52	\$15.00	\$16.40	\$0.00	\$84.92
	11/01/2025	\$54.81	\$15.00	\$16.40	\$0.00	\$86.21
	05/01/2026	\$56.25	\$15.00	\$16.40	\$0.00	\$87.65
	11/01/2026	\$57.54	\$15.00	\$16.40	\$0.00	\$88.94
	05/01/2027	\$58.97	\$15.00	\$16.40	\$0.00	\$90.37
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2024	\$52.37	\$15.00	\$16.40	\$0.00	\$83.77
	11/01/2024	\$53.67	\$15.00	\$16.40	\$0.00	\$85.07
	05/01/2025	\$55.12	\$15.00	\$16.40	\$0.00	\$86.52
	11/01/2025	\$56.42	\$15.00	\$16.40	\$0.00	\$87.82
	05/01/2026	\$57.87	\$15.00	\$16.40	\$0.00	\$89.27
	11/01/2026	\$59.17	\$15.00	\$16.40	\$0.00	\$90.57
	05/01/2027	\$60.62	\$15.00	\$16.40	\$0.00	\$92.02
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2024	\$24.91	\$15.00	\$16.40	\$0.00	\$56.31
	11/01/2024	\$25.67	\$15.00	\$16.40	\$0.00	\$57.07
	05/01/2025	\$26.52	\$15.00	\$16.40	\$0.00	\$57.92
	11/01/2025	\$27.28	\$15.00	\$16.40	\$0.00	\$58.68
	05/01/2026	\$28.13	\$15.00	\$16.40	\$0.00	\$59.53
	11/01/2026	\$28.89	\$15.00	\$16.40	\$0.00	\$60.29
	05/01/2027	\$29.74	\$15.00	\$16.40	\$0.00	\$61.14
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 96</i>	09/01/2024	\$47.05	\$13.99	\$19.22	\$0.00	\$80.26
	09/07/2025	\$48.16	\$14.98	\$19.60	\$0.00	\$82.74
	09/06/2026	\$49.38	\$15.96	\$20.00	\$0.00	\$85.34
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINT/COMMISSIONING <i>ELECTRICIANS LOCAL 96</i>	09/01/2024	\$47.05	\$13.99	\$19.22	\$0.00	\$80.26
	09/07/2025	\$48.16	\$14.98	\$19.60	\$0.00	\$82.74
	09/06/2026	\$49.38	\$15.96	\$20.00	\$0.00	\$85.34
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$45.23	\$15.30	\$16.40	\$0.00	\$76.93
	12/01/2024	\$46.41	\$15.30	\$16.40	\$0.00	\$78.11
	06/01/2025	\$47.47	\$15.30	\$16.40	\$0.00	\$79.17
	12/01/2025	\$48.64	\$15.30	\$16.40	\$0.00	\$80.34
	06/01/2026	\$49.70	\$15.30	\$16.40	\$0.00	\$81.40
	12/01/2026	\$50.88	\$15.30	\$16.40	\$0.00	\$82.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	06/01/2024	\$27.01	\$9.65	\$17.80	\$0.00	\$54.46
	12/01/2024	\$27.01	\$9.65	\$17.80	\$0.00	\$54.46
	06/01/2025	\$28.09	\$9.65	\$17.80	\$0.00	\$55.54
	12/01/2025	\$28.09	\$9.65	\$17.80	\$0.00	\$55.54
	06/01/2026	\$29.21	\$9.65	\$17.80	\$0.00	\$56.66
	12/01/2026	\$29.21	\$9.65	\$17.80	\$0.00	\$56.66
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE II</i>	03/01/2024	\$49.47	\$8.83	\$20.27	\$0.00	\$78.57

Classification		Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - FLOORCOVERER - Local 2168 Zone II							
Effective Date - 03/01/2024							
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	50	\$24.74	\$8.83	\$1.76	\$0.00	\$35.33	
2	55	\$27.21	\$8.83	\$1.76	\$0.00	\$37.80	
3	60	\$29.68	\$8.83	\$3.52	\$0.00	\$42.03	
4	65	\$32.16	\$8.83	\$3.52	\$0.00	\$44.51	
5	70	\$34.63	\$8.83	\$16.75	\$0.00	\$60.21	
6	75	\$37.10	\$8.83	\$16.75	\$0.00	\$62.68	
7	80	\$39.58	\$8.83	\$18.51	\$0.00	\$66.92	
8	85	\$42.05	\$8.83	\$18.51	\$0.00	\$69.39	
Notes: Steps are 750 hrs. % After 10/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps) Step 1&2 \$32.63/ 3&4 \$39.28/ 5&6 \$59.86/ 7&8 \$66.52							
Apprentice to Journeyworker Ratio:1:1							
FORK LIFT/CHERRY PICKER		06/01/2024	\$56.03	\$15.30	\$16.40	\$0.00	\$87.73
OPERATING ENGINEERS LOCAL 4		12/01/2024	\$57.48	\$15.30	\$16.40	\$0.00	\$89.18
		06/01/2025	\$58.78	\$15.30	\$16.40	\$0.00	\$90.48
		12/01/2025	\$60.23	\$15.30	\$16.40	\$0.00	\$91.93
		06/01/2026	\$61.53	\$15.30	\$16.40	\$0.00	\$93.23
		12/01/2026	\$62.98	\$15.30	\$16.40	\$0.00	\$94.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
GENERATOR/LIGHTING PLANT/HEATERS		06/01/2024	\$36.17	\$15.30	\$16.40	\$0.00	\$67.87
OPERATING ENGINEERS LOCAL 4		12/01/2024	\$37.12	\$15.30	\$16.40	\$0.00	\$68.82
		06/01/2025	\$37.97	\$15.30	\$16.40	\$0.00	\$69.67
		12/01/2025	\$38.92	\$15.30	\$16.40	\$0.00	\$70.62
		06/01/2026	\$39.78	\$15.30	\$16.40	\$0.00	\$71.48
		12/01/2026	\$40.73	\$15.30	\$16.40	\$0.00	\$72.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)		07/01/2024	\$46.76	\$9.95	\$23.95	\$0.00	\$80.66
GLAZIERS LOCAL 35 (ZONE 2)		01/01/2025	\$47.96	\$9.95	\$23.95	\$0.00	\$81.86

Apprentice - GLAZIER - Local 35 Zone 2

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.38	\$9.95	\$0.00	\$0.00	\$33.33
2	55	\$25.72	\$9.95	\$6.66	\$0.00	\$42.33
3	60	\$28.06	\$9.95	\$7.26	\$0.00	\$45.27
4	65	\$30.39	\$9.95	\$7.87	\$0.00	\$48.21
5	70	\$32.73	\$9.95	\$20.32	\$0.00	\$63.00
6	75	\$35.07	\$9.95	\$20.93	\$0.00	\$65.95
7	80	\$37.41	\$9.95	\$21.53	\$0.00	\$68.89
8	90	\$42.08	\$9.95	\$22.74	\$0.00	\$74.77

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.98	\$9.95	\$0.00	\$0.00	\$33.93
2	55	\$26.38	\$9.95	\$6.66	\$0.00	\$42.99
3	60	\$28.78	\$9.95	\$7.26	\$0.00	\$45.99
4	65	\$31.17	\$9.95	\$7.87	\$0.00	\$48.99
5	70	\$33.57	\$9.95	\$20.32	\$0.00	\$63.84
6	75	\$35.97	\$9.95	\$20.93	\$0.00	\$66.85
7	80	\$38.37	\$9.95	\$21.53	\$0.00	\$69.85
8	90	\$43.16	\$9.95	\$22.74	\$0.00	\$75.85

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

HOISTING ENGINEER/CRANES/GRADALLS	06/01/2024	\$56.03	\$15.30	\$16.40	\$0.00	\$87.73
OPERATING ENGINEERS LOCAL 4	12/01/2024	\$57.48	\$15.30	\$16.40	\$0.00	\$89.18
	06/01/2025	\$58.78	\$15.30	\$16.40	\$0.00	\$90.48
	12/01/2025	\$60.23	\$15.30	\$16.40	\$0.00	\$91.93
	06/01/2026	\$61.53	\$15.30	\$16.40	\$0.00	\$93.23
	12/01/2026	\$62.98	\$15.30	\$16.40	\$0.00	\$94.68

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 06/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$30.82	\$15.30	\$0.00	\$0.00	\$46.12
2	60	\$33.62	\$15.30	\$16.40	\$0.00	\$65.32
3	65	\$36.42	\$15.30	\$16.40	\$0.00	\$68.12
4	70	\$39.22	\$15.30	\$16.40	\$0.00	\$70.92
5	75	\$42.02	\$15.30	\$16.40	\$0.00	\$73.72
6	80	\$44.82	\$15.30	\$16.40	\$0.00	\$76.52
7	85	\$47.63	\$15.30	\$16.40	\$0.00	\$79.33
8	90	\$50.43	\$15.30	\$16.40	\$0.00	\$82.13

Effective Date - 12/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$31.61	\$0.00	\$0.00	\$0.00	\$31.61
2	60	\$34.49	\$15.30	\$16.40	\$0.00	\$66.19
3	65	\$37.36	\$15.30	\$16.40	\$0.00	\$69.06
4	70	\$40.24	\$15.30	\$16.40	\$0.00	\$71.94
5	75	\$43.11	\$15.30	\$16.40	\$0.00	\$74.81
6	80	\$45.98	\$15.30	\$16.40	\$0.00	\$77.68
7	85	\$48.86	\$15.30	\$16.40	\$0.00	\$80.56
8	90	\$51.73	\$15.30	\$16.40	\$0.00	\$83.43

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 63	07/01/2024	\$40.98	\$12.20	\$18.74	\$2.13	\$74.05
For apprentice rates see "Apprentice- SHEET METAL WORKER"	01/01/2025	\$42.23	\$12.20	\$18.74	\$2.13	\$75.30
HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 96	09/01/2024	\$47.05	\$13.99	\$19.22	\$0.00	\$80.26
	09/07/2025	\$48.16	\$14.98	\$19.60	\$0.00	\$82.74
For apprentice rates see "Apprentice- ELECTRICIAN"	09/06/2026	\$49.38	\$15.96	\$20.00	\$0.00	\$85.34
HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 63	07/01/2024	\$40.98	\$12.20	\$18.74	\$2.13	\$74.05
For apprentice rates see "Apprentice- SHEET METAL WORKER"	01/01/2025	\$42.23	\$12.20	\$18.74	\$2.13	\$75.30
HVAC (TESTING AND BALANCING -WATER) PLUMBERS LOCAL 4	09/01/2024	\$55.00	\$9.90	\$17.77	\$0.00	\$82.67
	03/01/2025	\$56.40	\$9.90	\$17.77	\$0.00	\$84.07
	09/01/2025	\$57.80	\$9.90	\$17.77	\$0.00	\$85.47
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"	03/01/2026	\$59.20	\$9.90	\$17.77	\$0.00	\$86.87

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC MECHANIC <i>PLUMBERS LOCAL 4</i>	09/01/2024	\$55.00	\$9.90	\$17.77	\$0.00	\$82.67
	03/01/2025	\$56.40	\$9.90	\$17.77	\$0.00	\$84.07
	09/01/2025	\$57.80	\$9.90	\$17.77	\$0.00	\$85.47
	03/01/2026	\$59.20	\$9.90	\$17.77	\$0.00	\$86.87
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS <i>LABORERS - ZONE 2</i>	06/01/2024	\$39.28	\$9.65	\$18.40	\$0.00	\$67.33
	12/01/2024	\$40.61	\$9.65	\$18.40	\$0.00	\$68.66
	06/01/2025	\$42.00	\$9.65	\$18.40	\$0.00	\$70.05
	12/01/2025	\$43.38	\$9.65	\$18.40	\$0.00	\$71.43
	06/01/2026	\$44.82	\$9.65	\$18.40	\$0.00	\$72.87
	12/01/2026	\$46.26	\$9.65	\$18.40	\$0.00	\$74.31
	06/01/2027	\$47.71	\$9.65	\$18.40	\$0.00	\$75.76
	12/01/2027	\$49.16	\$9.65	\$18.40	\$0.00	\$77.21
	06/01/2028	\$50.66	\$9.65	\$18.40	\$0.00	\$78.71
	12/01/2028	\$52.16	\$9.65	\$18.40	\$0.00	\$80.21
For apprentice rates see "Apprentice- LABORER"						
HYDRAULIC DRILLS (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	06/01/2024	\$39.28	\$9.65	\$17.80	\$0.00	\$66.73
	12/01/2024	\$40.61	\$9.65	\$17.80	\$0.00	\$68.06
	06/01/2025	\$42.00	\$9.65	\$17.80	\$0.00	\$69.45
	12/01/2025	\$43.38	\$9.65	\$17.80	\$0.00	\$70.83
	06/01/2026	\$44.82	\$9.65	\$17.80	\$0.00	\$72.27
	12/01/2026	\$46.26	\$9.65	\$17.80	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
INSULATOR (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (WORCESTER)</i>	09/01/2024	\$51.23	\$14.75	\$19.61	\$0.00	\$85.59
	09/01/2025	\$54.31	\$14.75	\$19.61	\$0.00	\$88.67
	09/01/2026	\$57.38	\$14.75	\$19.61	\$0.00	\$91.74

Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Worcester

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.62	\$14.75	\$14.32	\$0.00	\$54.69
2	60	\$30.74	\$14.75	\$15.37	\$0.00	\$60.86
3	70	\$35.86	\$14.75	\$16.43	\$0.00	\$67.04
4	80	\$40.98	\$14.75	\$17.49	\$0.00	\$73.22

Effective Date - 09/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.16	\$14.75	\$14.32	\$0.00	\$56.23
2	60	\$32.59	\$14.75	\$15.37	\$0.00	\$62.71
3	70	\$38.02	\$14.75	\$16.43	\$0.00	\$69.20
4	80	\$43.45	\$14.75	\$17.49	\$0.00	\$75.69

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
IRONWORKER/WELDER <i>IRONWORKERS LOCAL 7 (WORCESTER AREA)</i>	03/16/2024	\$53.67	\$8.35	\$26.70	\$0.00	\$88.72

Apprentice - IRONWORKER - Local 7 Worcester

Effective Date - 03/16/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$32.20	\$8.35	\$26.70	\$0.00	\$67.25
2	70	\$37.57	\$8.35	\$26.70	\$0.00	\$72.62
3	75	\$40.25	\$8.35	\$26.70	\$0.00	\$75.30
4	80	\$42.94	\$8.35	\$26.70	\$0.00	\$77.99
5	85	\$45.62	\$8.35	\$26.70	\$0.00	\$80.67
6	90	\$48.30	\$8.35	\$26.70	\$0.00	\$83.35

Notes:

Apprentice to Journeyworker Ratio:1:4

JACKHAMMER & PAVING BREAKER OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2024	\$38.78	\$9.65	\$18.40	\$0.00	\$66.83
	12/01/2024	\$40.11	\$9.65	\$18.40	\$0.00	\$68.16
	06/01/2025	\$41.50	\$9.65	\$18.40	\$0.00	\$69.55
	12/01/2025	\$42.88	\$9.65	\$18.40	\$0.00	\$70.93
	06/01/2026	\$44.32	\$9.65	\$18.40	\$0.00	\$72.37
	12/01/2026	\$45.76	\$9.65	\$18.40	\$0.00	\$73.81
	06/01/2027	\$47.21	\$9.65	\$18.40	\$0.00	\$75.26
	12/01/2027	\$48.66	\$9.65	\$18.40	\$0.00	\$76.71
	06/01/2028	\$50.16	\$9.65	\$18.40	\$0.00	\$78.21
	12/01/2028	\$51.66	\$9.65	\$18.40	\$0.00	\$79.71

For apprentice rates see "Apprentice- LABORER"

LABORER <i>LABORERS - ZONE 2</i>	06/01/2024	\$38.53	\$9.65	\$18.40	\$0.00	\$66.58
	12/01/2024	\$39.86	\$9.65	\$18.40	\$0.00	\$67.91
	06/01/2025	\$41.25	\$9.65	\$18.40	\$0.00	\$69.30
	12/01/2025	\$42.63	\$9.65	\$18.40	\$0.00	\$70.68
	06/01/2026	\$44.07	\$9.65	\$18.40	\$0.00	\$72.12
	12/01/2026	\$45.51	\$9.65	\$18.40	\$0.00	\$73.56
	06/01/2027	\$46.96	\$9.65	\$18.40	\$0.00	\$75.01
	12/01/2027	\$48.41	\$9.65	\$18.40	\$0.00	\$76.46
	06/01/2028	\$49.91	\$9.65	\$18.40	\$0.00	\$77.96
	12/01/2028	\$51.41	\$9.65	\$18.40	\$0.00	\$79.46

Apprentice - LABORER - Zone 2

Effective Date - 06/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.12	\$9.65	\$18.40	\$0.00	\$51.17
2	70	\$26.97	\$9.65	\$18.40	\$0.00	\$55.02
3	80	\$30.82	\$9.65	\$18.40	\$0.00	\$58.87
4	90	\$34.68	\$9.65	\$18.40	\$0.00	\$62.73

Effective Date - 12/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.92	\$9.65	\$18.40	\$0.00	\$51.97
2	70	\$27.90	\$9.65	\$18.40	\$0.00	\$55.95
3	80	\$31.89	\$9.65	\$18.40	\$0.00	\$59.94
4	90	\$35.87	\$9.65	\$18.40	\$0.00	\$63.92

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER (HEAVY & HIGHWAY)	06/01/2024	\$38.53	\$9.65	\$17.80	\$0.00	\$65.98
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2024	\$39.86	\$9.65	\$17.80	\$0.00	\$67.31
	06/01/2025	\$41.25	\$9.65	\$17.80	\$0.00	\$68.70
	12/01/2025	\$42.63	\$9.65	\$17.80	\$0.00	\$70.08
	06/01/2026	\$44.07	\$9.65	\$17.80	\$0.00	\$71.52
	12/01/2026	\$45.51	\$9.65	\$17.80	\$0.00	\$72.96

Apprentice - LABORER (Heavy & Highway) - Zone 2

Effective Date - 06/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.12	\$9.65	\$17.80	\$0.00	\$50.57
2	70	\$26.97	\$9.65	\$17.80	\$0.00	\$54.42
3	80	\$30.82	\$9.65	\$17.80	\$0.00	\$58.27
4	90	\$34.68	\$9.65	\$17.80	\$0.00	\$62.13

Effective Date - 12/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.92	\$9.65	\$17.80	\$0.00	\$51.37
2	70	\$27.90	\$9.65	\$17.80	\$0.00	\$55.35
3	80	\$31.89	\$9.65	\$17.80	\$0.00	\$59.34
4	90	\$35.87	\$9.65	\$17.80	\$0.00	\$63.32

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: CARPENTER TENDER <i>LABORERS - ZONE 2</i>	06/01/2024	\$38.53	\$9.65	\$18.40	\$0.00	\$66.58
	12/01/2024	\$39.86	\$9.65	\$18.40	\$0.00	\$67.91
	06/01/2025	\$41.25	\$9.65	\$18.40	\$0.00	\$69.30
	12/01/2025	\$42.63	\$9.65	\$18.40	\$0.00	\$70.68
	06/01/2026	\$44.07	\$9.65	\$18.40	\$0.00	\$72.12
	12/01/2026	\$45.51	\$9.65	\$18.40	\$0.00	\$73.56
	06/01/2027	\$46.96	\$9.65	\$18.40	\$0.00	\$75.01
	12/01/2027	\$48.41	\$9.65	\$18.40	\$0.00	\$76.46
	06/01/2028	\$49.91	\$9.65	\$18.40	\$0.00	\$77.96
	12/01/2028	\$51.41	\$9.65	\$18.40	\$0.00	\$79.46
For apprentice rates see "Apprentice- LABORER"						
LABORER: CEMENT FINISHER TENDER <i>LABORERS - ZONE 2</i>	06/01/2024	\$38.53	\$9.65	\$18.40	\$0.00	\$66.58
	12/01/2024	\$39.86	\$9.65	\$18.40	\$0.00	\$67.91
	06/01/2025	\$41.25	\$9.65	\$18.40	\$0.00	\$69.30
	12/01/2025	\$42.63	\$9.65	\$18.40	\$0.00	\$70.68
	06/01/2026	\$44.07	\$9.65	\$18.40	\$0.00	\$72.12
	12/01/2026	\$45.51	\$9.65	\$18.40	\$0.00	\$73.56
	06/01/2027	\$46.96	\$9.65	\$18.40	\$0.00	\$75.01
	12/01/2027	\$48.41	\$9.65	\$18.40	\$0.00	\$76.46
	06/01/2028	\$49.91	\$9.65	\$18.40	\$0.00	\$77.96
	12/01/2028	\$51.41	\$9.65	\$18.40	\$0.00	\$79.46
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER <i>LABORERS - ZONE 2</i>	06/03/2024	\$38.62	\$9.65	\$17.76	\$0.00	\$66.03
	12/02/2024	\$39.95	\$9.65	\$17.76	\$0.00	\$67.36
	06/02/2025	\$41.34	\$9.65	\$17.76	\$0.00	\$68.75
	12/01/2025	\$42.72	\$9.65	\$17.76	\$0.00	\$70.13
	06/01/2026	\$44.16	\$9.65	\$17.76	\$0.00	\$71.57
	12/07/2026	\$45.60	\$9.65	\$17.76	\$0.00	\$73.01
	06/07/2027	\$47.05	\$9.65	\$17.76	\$0.00	\$74.46
	12/06/2027	\$48.50	\$9.65	\$17.76	\$0.00	\$75.91
	06/05/2028	\$50.00	\$9.65	\$17.76	\$0.00	\$77.41
	12/04/2028	\$51.50	\$9.65	\$17.76	\$0.00	\$78.91
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER <i>LABORERS - ZONE 2</i>	06/01/2024	\$38.78	\$9.65	\$18.40	\$0.00	\$66.83
	12/01/2024	\$40.11	\$9.65	\$18.40	\$0.00	\$68.16
	06/01/2025	\$41.50	\$9.65	\$18.40	\$0.00	\$69.55
	12/01/2025	\$42.88	\$9.65	\$18.40	\$0.00	\$70.93
	06/01/2026	\$44.32	\$9.65	\$18.40	\$0.00	\$72.37
	12/01/2026	\$45.76	\$9.65	\$18.40	\$0.00	\$73.81
	06/01/2027	\$47.21	\$9.65	\$18.40	\$0.00	\$75.26
	12/01/2027	\$48.66	\$9.65	\$18.40	\$0.00	\$76.71
	06/01/2028	\$50.16	\$9.65	\$18.40	\$0.00	\$78.21
	12/01/2028	\$51.66	\$9.65	\$18.40	\$0.00	\$79.71
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MASON TENDER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	06/01/2024	\$38.78	\$9.65	\$17.80	\$0.00	\$66.23
	12/01/2024	\$40.11	\$9.65	\$17.80	\$0.00	\$67.56
	06/01/2025	\$41.50	\$9.65	\$17.80	\$0.00	\$68.95
	12/01/2025	\$42.88	\$9.65	\$17.80	\$0.00	\$70.33
	06/01/2026	\$44.32	\$9.65	\$17.80	\$0.00	\$71.77
	12/01/2026	\$45.76	\$9.65	\$17.80	\$0.00	\$73.21
	For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"					
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 2</i>	06/01/2024	\$38.53	\$9.65	\$18.40	\$0.00	\$66.58
	12/01/2024	\$39.86	\$9.65	\$18.40	\$0.00	\$67.91
	06/01/2025	\$41.25	\$9.65	\$18.40	\$0.00	\$69.30
	12/01/2025	\$42.63	\$9.65	\$18.40	\$0.00	\$70.68
	06/01/2026	\$44.07	\$9.65	\$18.40	\$0.00	\$72.12
	12/01/2026	\$45.51	\$9.65	\$18.40	\$0.00	\$73.56
	06/01/2027	\$46.96	\$9.65	\$18.40	\$0.00	\$75.01
	12/01/2027	\$48.41	\$9.65	\$18.40	\$0.00	\$76.46
	06/01/2028	\$49.91	\$9.65	\$18.40	\$0.00	\$77.96
	12/01/2028	\$51.41	\$9.65	\$18.40	\$0.00	\$79.46
	For apprentice rates see "Apprentice- LABORER"					
LABORER: TREE REMOVER <i>LABORERS - ZONE 2</i>	06/01/2024	\$38.53	\$9.65	\$18.40	\$0.00	\$66.58
	12/01/2024	\$39.86	\$9.65	\$18.40	\$0.00	\$67.91
	06/01/2025	\$41.25	\$9.65	\$18.40	\$0.00	\$69.30
	12/01/2025	\$42.63	\$9.65	\$18.40	\$0.00	\$70.68
	06/01/2026	\$44.07	\$9.65	\$18.40	\$0.00	\$72.12
	12/01/2026	\$45.51	\$9.65	\$18.40	\$0.00	\$73.56
	06/01/2027	\$46.96	\$9.65	\$18.40	\$0.00	\$75.01
	12/01/2027	\$48.41	\$9.65	\$18.40	\$0.00	\$76.46
	06/01/2028	\$49.91	\$9.65	\$18.40	\$0.00	\$77.96
	12/01/2028	\$51.41	\$9.65	\$18.40	\$0.00	\$79.46
	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>	06/01/2024	\$38.78	\$9.65	\$18.40	\$0.00	\$66.83
	12/01/2024	\$40.11	\$9.65	\$18.40	\$0.00	\$68.16
	06/01/2025	\$41.50	\$9.65	\$18.40	\$0.00	\$69.55
	12/01/2025	\$42.88	\$9.65	\$18.40	\$0.00	\$70.93
	06/01/2026	\$44.32	\$9.65	\$18.40	\$0.00	\$72.37
	12/01/2026	\$45.76	\$9.65	\$18.40	\$0.00	\$73.81
	06/01/2027	\$47.21	\$9.65	\$18.40	\$0.00	\$75.26
	12/01/2027	\$48.66	\$9.65	\$18.40	\$0.00	\$76.71
	06/01/2028	\$50.16	\$9.65	\$18.40	\$0.00	\$78.21
	12/01/2028	\$51.66	\$9.65	\$18.40	\$0.00	\$79.71
	For apprentice rates see "Apprentice- LABORER"					
LASER BEAM OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	06/01/2024	\$38.78	\$9.65	\$17.80	\$0.00	\$66.23
	12/01/2024	\$40.11	\$9.65	\$17.80	\$0.00	\$67.56
	06/01/2025	\$41.50	\$9.65	\$17.80	\$0.00	\$68.95
	12/01/2025	\$42.88	\$9.65	\$17.80	\$0.00	\$70.33
	06/01/2026	\$44.32	\$9.65	\$17.80	\$0.00	\$71.77
	12/01/2026	\$45.76	\$9.65	\$17.80	\$0.00	\$73.21

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	08/01/2024	\$49.32	\$11.49	\$21.62	\$0.00	\$82.43
	02/01/2025	\$50.36	\$11.49	\$21.62	\$0.00	\$83.47
	08/01/2025	\$52.08	\$11.49	\$21.62	\$0.00	\$85.19
	02/01/2026	\$53.16	\$11.49	\$21.62	\$0.00	\$86.27
	08/01/2026	\$54.92	\$11.49	\$21.62	\$0.00	\$88.03
	02/01/2027	\$56.04	\$11.49	\$21.62	\$0.00	\$89.15

Apprentice - MARBLE & TILE FINISHER - Local 3 Marble & Tile

Effective Date - 08/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.66	\$11.49	\$21.62	\$0.00	\$57.77
2	60	\$29.59	\$11.49	\$21.62	\$0.00	\$62.70
3	70	\$34.52	\$11.49	\$21.62	\$0.00	\$67.63
4	80	\$39.46	\$11.49	\$21.62	\$0.00	\$72.57
5	90	\$44.39	\$11.49	\$21.62	\$0.00	\$77.50

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.18	\$11.49	\$21.62	\$0.00	\$58.29
2	60	\$30.22	\$11.49	\$21.62	\$0.00	\$63.33
3	70	\$35.25	\$11.49	\$21.62	\$0.00	\$68.36
4	80	\$40.29	\$11.49	\$21.62	\$0.00	\$73.40
5	90	\$45.32	\$11.49	\$21.62	\$0.00	\$78.43

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS,TILELAYERS & TERRAZZO MECH <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	08/01/2024	\$64.52	\$11.49	\$23.56	\$0.00	\$99.57
	02/01/2025	\$65.82	\$11.49	\$23.56	\$0.00	\$100.87
	08/01/2025	\$67.97	\$11.49	\$23.56	\$0.00	\$103.02
	02/01/2026	\$69.32	\$11.49	\$23.56	\$0.00	\$104.37
	08/01/2026	\$71.52	\$11.49	\$23.56	\$0.00	\$106.57
	02/01/2027	\$72.92	\$11.49	\$23.56	\$0.00	\$107.97

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

Effective Date - 08/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.26	\$11.49	\$23.56	\$0.00	\$67.31
2	60	\$38.71	\$11.49	\$23.56	\$0.00	\$73.76
3	70	\$45.16	\$11.49	\$23.56	\$0.00	\$80.21
4	80	\$51.62	\$11.49	\$23.56	\$0.00	\$86.67
5	90	\$58.07	\$11.49	\$23.56	\$0.00	\$93.12

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.91	\$11.49	\$23.56	\$0.00	\$67.96
2	60	\$39.49	\$11.49	\$23.56	\$0.00	\$74.54
3	70	\$46.07	\$11.49	\$23.56	\$0.00	\$81.12
4	80	\$52.66	\$11.49	\$23.56	\$0.00	\$87.71
5	90	\$59.24	\$11.49	\$23.56	\$0.00	\$94.29

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES)	06/01/2024	\$55.41	\$15.30	\$16.40	\$0.00	\$87.11
OPERATING ENGINEERS LOCAL 4	12/01/2024	\$56.85	\$15.30	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.13	\$15.30	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.57	\$15.30	\$16.40	\$0.00	\$91.27
	06/01/2026	\$60.85	\$15.30	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.29	\$15.30	\$16.40	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MECHANICS MAINTENANCE	06/01/2024	\$55.41	\$15.30	\$16.40	\$0.00	\$87.11
OPERATING ENGINEERS LOCAL 4	12/01/2024	\$56.85	\$15.30	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.13	\$15.30	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.57	\$15.30	\$16.40	\$0.00	\$91.27
	06/01/2026	\$60.85	\$15.30	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.29	\$15.30	\$16.40	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MILLWRIGHT (Zone 3)	01/01/2024	\$41.20	\$10.08	\$21.22	\$0.00	\$72.50
MILLWRIGHTS LOCAL 1121 - Zone 3	01/06/2025	\$43.48	\$10.08	\$21.22	\$0.00	\$74.78
	01/05/2026	\$45.76	\$10.08	\$21.22	\$0.00	\$77.06

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - MILLWRIGHT - Local 1121 Zone 3						
Effective Date - 01/01/2024						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.66	\$10.08	\$5.36	\$0.00	\$38.10
2	65	\$26.78	\$10.08	\$6.34	\$0.00	\$43.20
3	75	\$30.90	\$10.08	\$18.78	\$0.00	\$59.76
4	85	\$35.02	\$10.08	\$19.76	\$0.00	\$64.86
Effective Date - 01/06/2025						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$23.91	\$10.08	\$5.36	\$0.00	\$39.35
2	65	\$28.26	\$10.08	\$6.34	\$0.00	\$44.68
3	75	\$32.61	\$10.08	\$18.78	\$0.00	\$61.47
4	85	\$36.96	\$10.08	\$19.76	\$0.00	\$66.80
Notes: 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						
Apprentice to Journeyworker Ratio:1:4						
MORTAR MIXER		06/01/2024	\$38.78	\$9.65	\$18.40	\$66.83
LABORERS - ZONE 2		12/01/2024	\$40.11	\$9.65	\$18.40	\$68.16
		06/01/2025	\$41.50	\$9.65	\$18.40	\$69.55
		12/01/2025	\$42.88	\$9.65	\$18.40	\$70.93
		06/01/2026	\$44.32	\$9.65	\$18.40	\$72.37
		12/01/2026	\$45.76	\$9.65	\$18.40	\$73.81
		06/01/2027	\$47.21	\$9.65	\$18.40	\$75.26
		12/01/2027	\$48.66	\$9.65	\$18.40	\$76.71
		06/01/2028	\$50.16	\$9.65	\$18.40	\$78.21
		12/01/2028	\$51.66	\$9.65	\$18.40	\$79.71
For apprentice rates see "Apprentice- LABORER"						
OILER (OTHER THAN TRUCK CRANES,GRADALLS)		06/01/2024	\$24.71	\$15.30	\$16.40	\$56.41
OPERATING ENGINEERS LOCAL 4		12/01/2024	\$25.37	\$15.30	\$16.40	\$57.07
		06/01/2025	\$25.97	\$15.30	\$16.40	\$57.67
		12/01/2025	\$26.63	\$15.30	\$16.40	\$58.33
		06/01/2026	\$27.22	\$15.30	\$16.40	\$58.92
		12/01/2026	\$27.89	\$15.30	\$16.40	\$59.59
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS)		06/01/2024	\$30.28	\$15.30	\$16.40	\$61.98
OPERATING ENGINEERS LOCAL 4		12/01/2024	\$31.08	\$15.30	\$16.40	\$62.78
		06/01/2025	\$31.80	\$15.30	\$16.40	\$63.50
		12/01/2025	\$32.60	\$15.30	\$16.40	\$64.30
		06/01/2026	\$33.32	\$15.30	\$16.40	\$65.02
		12/01/2026	\$34.12	\$15.30	\$16.40	\$65.82
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
OTHER POWER DRIVEN EQUIPMENT - CLASS II <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$55.41	\$15.30	\$16.40	\$0.00	\$87.11
	12/01/2024	\$56.85	\$15.30	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.13	\$15.30	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.57	\$15.30	\$16.40	\$0.00	\$91.27
	06/01/2026	\$60.85	\$15.30	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.29	\$15.30	\$16.40	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS) <i>PAINTERS LOCAL 35 - ZONE 2</i>	07/01/2024	\$57.26	\$9.95	\$23.95	\$0.00	\$91.16
	01/01/2025	\$58.46	\$9.95	\$23.95	\$0.00	\$92.36

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.63	\$9.95	\$0.00	\$0.00	\$38.58
2	55	\$31.49	\$9.95	\$6.66	\$0.00	\$48.10
3	60	\$34.36	\$9.95	\$7.26	\$0.00	\$51.57
4	65	\$37.22	\$9.95	\$7.87	\$0.00	\$55.04
5	70	\$40.08	\$9.95	\$20.32	\$0.00	\$70.35
6	75	\$42.95	\$9.95	\$20.93	\$0.00	\$73.83
7	80	\$45.81	\$9.95	\$21.53	\$0.00	\$77.29
8	90	\$51.53	\$9.95	\$22.74	\$0.00	\$84.22

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.23	\$9.95	\$0.00	\$0.00	\$39.18
2	55	\$32.15	\$9.95	\$6.66	\$0.00	\$48.76
3	60	\$35.08	\$9.95	\$7.26	\$0.00	\$52.29
4	65	\$38.00	\$9.95	\$7.87	\$0.00	\$55.82
5	70	\$40.92	\$9.95	\$20.32	\$0.00	\$71.19
6	75	\$43.85	\$9.95	\$20.93	\$0.00	\$74.73
7	80	\$46.77	\$9.95	\$21.53	\$0.00	\$78.25
8	90	\$52.61	\$9.95	\$22.74	\$0.00	\$85.30

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	07/01/2024	\$48.16	\$9.95	\$23.95	\$0.00	\$82.06
* 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>	01/01/2025	\$49.36	\$9.95	\$23.95	\$0.00	\$83.26

Classification			Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - New								
Effective Date -			07/01/2024					
Step	percent	Apprentice Base Wage		Health	Pension	Supplemental Unemployment		Total Rate
1	50	\$24.08		\$9.95	\$0.00	\$0.00		\$34.03
2	55	\$26.49		\$9.95	\$6.66	\$0.00		\$43.10
3	60	\$28.90		\$9.95	\$7.26	\$0.00		\$46.11
4	65	\$31.30		\$9.95	\$7.87	\$0.00		\$49.12
5	70	\$33.71		\$9.95	\$20.32	\$0.00		\$63.98
6	75	\$36.12		\$9.95	\$20.93	\$0.00		\$67.00
7	80	\$38.53		\$9.95	\$21.53	\$0.00		\$70.01
8	90	\$43.34		\$9.95	\$22.74	\$0.00		\$76.03
Effective Date -			01/01/2025					
Step	percent	Apprentice Base Wage		Health	Pension	Supplemental Unemployment		Total Rate
1	50	\$24.68		\$9.95	\$0.00	\$0.00		\$34.63
2	55	\$27.15		\$9.95	\$6.66	\$0.00		\$43.76
3	60	\$29.62		\$9.95	\$7.26	\$0.00		\$46.83
4	65	\$32.08		\$9.95	\$7.87	\$0.00		\$49.90
5	70	\$34.55		\$9.95	\$20.32	\$0.00		\$64.82
6	75	\$37.02		\$9.95	\$20.93	\$0.00		\$67.90
7	80	\$39.49		\$9.95	\$21.53	\$0.00		\$70.97
8	90	\$44.42		\$9.95	\$22.74	\$0.00		\$77.11
Notes:								
Steps are 750 hrs.								
Apprentice to Journeyworker Ratio:1:1								
PAINTER (SPRAY OR SANDBLAST, REPAINT)			07/01/2024	\$46.22	\$9.95	\$23.95	\$0.00	\$80.12
PAINTERS LOCAL 35 - ZONE 2			01/01/2025	\$47.42	\$9.95	\$23.95	\$0.00	\$81.32

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.11	\$9.95	\$0.00	\$0.00	\$33.06
2	55	\$25.42	\$9.95	\$6.66	\$0.00	\$42.03
3	60	\$27.73	\$9.95	\$7.26	\$0.00	\$44.94
4	65	\$30.04	\$9.95	\$7.87	\$0.00	\$47.86
5	70	\$32.35	\$9.95	\$20.32	\$0.00	\$62.62
6	75	\$34.67	\$9.95	\$20.93	\$0.00	\$65.55
7	80	\$36.98	\$9.95	\$21.53	\$0.00	\$68.46
8	90	\$41.60	\$9.95	\$22.74	\$0.00	\$74.29

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.71	\$9.95	\$0.00	\$0.00	\$33.66
2	55	\$26.08	\$9.95	\$6.66	\$0.00	\$42.69
3	60	\$28.45	\$9.95	\$7.26	\$0.00	\$45.66
4	65	\$30.82	\$9.95	\$7.87	\$0.00	\$48.64
5	70	\$33.19	\$9.95	\$20.32	\$0.00	\$63.46
6	75	\$35.57	\$9.95	\$20.93	\$0.00	\$66.45
7	80	\$37.94	\$9.95	\$21.53	\$0.00	\$69.42
8	90	\$42.68	\$9.95	\$22.74	\$0.00	\$75.37

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, NEW) *	07/01/2024	\$46.76	\$9.95	\$23.95	\$0.00	\$80.66
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.PAINTERS LOCAL 35 - ZONE 2	01/01/2025	\$47.96	\$9.95	\$23.95	\$0.00	\$81.86

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.38	\$9.95	\$0.00	\$0.00	\$33.33
2	55	\$25.72	\$9.95	\$6.66	\$0.00	\$42.33
3	60	\$28.06	\$9.95	\$7.26	\$0.00	\$45.27
4	65	\$30.39	\$9.95	\$7.87	\$0.00	\$48.21
5	70	\$32.73	\$9.95	\$20.32	\$0.00	\$63.00
6	75	\$35.07	\$9.95	\$20.93	\$0.00	\$65.95
7	80	\$37.41	\$9.95	\$21.53	\$0.00	\$68.89
8	90	\$42.08	\$9.95	\$22.74	\$0.00	\$74.77

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.98	\$9.95	\$0.00	\$0.00	\$33.93
2	55	\$26.38	\$9.95	\$6.66	\$0.00	\$42.99
3	60	\$28.78	\$9.95	\$7.26	\$0.00	\$45.99
4	65	\$31.17	\$9.95	\$7.87	\$0.00	\$48.99
5	70	\$33.57	\$9.95	\$20.32	\$0.00	\$63.84
6	75	\$35.97	\$9.95	\$20.93	\$0.00	\$66.85
7	80	\$38.37	\$9.95	\$21.53	\$0.00	\$69.85
8	90	\$43.16	\$9.95	\$22.74	\$0.00	\$75.85

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)	07/01/2024	\$44.82	\$9.95	\$23.95	\$0.00	\$78.72
PAINTERS LOCAL 35 - ZONE 2	01/01/2025	\$46.02	\$9.95	\$23.95	\$0.00	\$79.92

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.41	\$9.95	\$0.00	\$0.00	\$32.36
2	55	\$24.65	\$9.95	\$6.66	\$0.00	\$41.26
3	60	\$26.89	\$9.95	\$7.26	\$0.00	\$44.10
4	65	\$29.13	\$9.95	\$7.87	\$0.00	\$46.95
5	70	\$31.37	\$9.95	\$20.32	\$0.00	\$61.64
6	75	\$33.62	\$9.95	\$20.93	\$0.00	\$64.50
7	80	\$35.86	\$9.95	\$21.53	\$0.00	\$67.34
8	90	\$40.34	\$9.95	\$22.74	\$0.00	\$73.03

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.01	\$9.95	\$0.00	\$0.00	\$32.96
2	55	\$25.31	\$9.95	\$6.66	\$0.00	\$41.92
3	60	\$27.61	\$9.95	\$7.26	\$0.00	\$44.82
4	65	\$29.91	\$9.95	\$7.87	\$0.00	\$47.73
5	70	\$32.21	\$9.95	\$20.32	\$0.00	\$62.48
6	75	\$34.52	\$9.95	\$20.93	\$0.00	\$65.40
7	80	\$36.82	\$9.95	\$21.53	\$0.00	\$68.30
8	90	\$41.42	\$9.95	\$22.74	\$0.00	\$74.11

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY)	06/01/2024	\$38.53	\$9.65	\$17.80	\$0.00	\$65.98
	12/01/2024	\$39.86	\$9.65	\$17.80	\$0.00	\$67.31
	06/01/2025	\$41.25	\$9.65	\$17.80	\$0.00	\$68.70
	12/01/2025	\$42.63	\$9.65	\$17.80	\$0.00	\$70.08
	06/01/2026	\$44.07	\$9.65	\$17.80	\$0.00	\$71.52
	12/01/2026	\$45.51	\$9.65	\$17.80	\$0.00	\$72.96
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
PANEL & PICKUP TRUCKS DRIVER TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	06/01/2024	\$39.78	\$15.07	\$18.67	\$0.00	\$73.52
	12/01/2024	\$39.78	\$15.07	\$20.17	\$0.00	\$75.02
	01/01/2025	\$39.78	\$15.57	\$20.17	\$0.00	\$75.52
	06/01/2025	\$40.78	\$15.57	\$20.17	\$0.00	\$76.52
	12/01/2025	\$40.78	\$15.57	\$21.78	\$0.00	\$78.13
	01/01/2026	\$40.78	\$16.17	\$21.78	\$0.00	\$78.73
	06/01/2026	\$41.78	\$16.17	\$21.78	\$0.00	\$79.73
	12/01/2026	\$41.78	\$16.17	\$23.52	\$0.00	\$81.47
	01/01/2027	\$41.78	\$16.77	\$23.52	\$0.00	\$82.07

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) <i>PILE DRIVER LOCAL 56 (ZONE 2)</i> For apprentice rates see "Apprentice- PILE DRIVER"	08/01/2020	\$46.11	\$9.40	\$23.12	\$0.00	\$78.63
PILE DRIVER <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$46.11	\$9.40	\$23.12	\$0.00	\$78.63

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>	06/01/2024	\$38.78	\$9.65	\$18.40	\$0.00	\$66.83
	12/01/2024	\$40.11	\$9.65	\$18.40	\$0.00	\$68.16
	06/01/2025	\$41.50	\$9.65	\$18.40	\$0.00	\$69.55
	12/01/2025	\$42.88	\$9.65	\$18.40	\$0.00	\$70.93
	06/01/2026	\$44.32	\$9.65	\$18.40	\$0.00	\$72.37
	12/01/2026	\$45.76	\$9.65	\$18.40	\$0.00	\$73.81
	06/01/2027	\$47.21	\$9.65	\$18.40	\$0.00	\$75.26
	12/01/2027	\$48.66	\$9.65	\$18.40	\$0.00	\$76.71
	06/01/2028	\$50.16	\$9.65	\$18.40	\$0.00	\$78.21
	12/01/2028	\$51.66	\$9.65	\$18.40	\$0.00	\$79.71

For apprentice rates see "Apprentice- LABORER"

PIPELAYER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	06/01/2024	\$38.78	\$9.65	\$17.80	\$0.00	\$66.23
	12/01/2024	\$40.11	\$9.65	\$17.80	\$0.00	\$67.56
	06/01/2025	\$41.50	\$9.65	\$17.80	\$0.00	\$68.95
	12/01/2025	\$42.88	\$9.65	\$17.80	\$0.00	\$70.33
	06/01/2026	\$44.32	\$9.65	\$17.80	\$0.00	\$71.77
	12/01/2026	\$45.76	\$9.65	\$17.80	\$0.00	\$73.21

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

PLUMBER & PIPEFITTER <i>PLUMBERS LOCAL 4</i>	09/01/2024	\$55.00	\$9.90	\$17.77	\$0.00	\$82.67
	03/01/2025	\$56.40	\$9.90	\$17.77	\$0.00	\$84.07
	09/01/2025	\$57.80	\$9.90	\$17.77	\$0.00	\$85.47
	03/01/2026	\$59.20	\$9.90	\$17.77	\$0.00	\$86.87

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - PLUMBER/PIPEFITTER - Local 4						
Effective Date - 09/01/2024						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$22.00	\$9.90	\$0.00	\$0.00	\$31.90
2	50	\$27.50	\$9.90	\$0.00	\$0.00	\$37.40
3	60	\$33.00	\$9.90	\$0.00	\$0.00	\$42.90
4	70	\$38.50	\$9.90	\$8.06	\$0.00	\$56.46
5	80	\$44.00	\$9.90	\$8.06	\$0.00	\$61.96
Effective Date - 03/01/2025						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$22.56	\$9.90	\$0.00	\$0.00	\$32.46
2	50	\$28.20	\$9.90	\$0.00	\$0.00	\$38.10
3	60	\$33.84	\$9.90	\$0.00	\$0.00	\$43.74
4	70	\$39.48	\$9.90	\$8.06	\$0.00	\$57.44
5	80	\$45.12	\$9.90	\$8.06	\$0.00	\$63.08
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.) PLUMBERS LOCAL 4	09/01/2024	\$55.00	\$9.90	\$17.77	\$0.00	\$82.67
	03/01/2025	\$56.40	\$9.90	\$17.77	\$0.00	\$84.07
	09/01/2025	\$57.80	\$9.90	\$17.77	\$0.00	\$85.47
	03/01/2026	\$59.20	\$9.90	\$17.77	\$0.00	\$86.87
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
PNEUMATIC DRILL/TOOL OPERATOR LABORERS - ZONE 2	06/01/2024	\$39.28	\$9.65	\$18.40	\$0.00	\$67.33
	12/01/2024	\$40.61	\$9.65	\$18.40	\$0.00	\$68.66
	06/01/2025	\$42.00	\$9.65	\$18.40	\$0.00	\$70.05
	12/01/2025	\$43.38	\$9.65	\$18.40	\$0.00	\$71.43
	06/01/2026	\$44.82	\$9.65	\$18.40	\$0.00	\$72.87
	12/01/2026	\$46.26	\$9.65	\$18.40	\$0.00	\$74.31
	06/01/2027	\$47.71	\$9.65	\$18.40	\$0.00	\$75.76
	12/01/2027	\$49.16	\$9.65	\$18.40	\$0.00	\$77.21
	06/01/2028	\$50.66	\$9.65	\$18.40	\$0.00	\$78.71
PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2028	\$52.16	\$9.65	\$18.40	\$0.00	\$80.21
	06/01/2024	\$38.78	\$9.65	\$17.80	\$0.00	\$66.23
	12/01/2024	\$40.11	\$9.65	\$17.80	\$0.00	\$67.56
	06/01/2025	\$41.50	\$9.65	\$17.80	\$0.00	\$68.95
	12/01/2025	\$42.88	\$9.65	\$17.80	\$0.00	\$70.33
	06/01/2026	\$44.32	\$9.65	\$17.80	\$0.00	\$71.77
	12/01/2026	\$45.76	\$9.65	\$17.80	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWDERMAN & BLASTER <i>LABORERS - ZONE 2</i>	06/01/2024	\$39.53	\$9.65	\$18.40	\$0.00	\$67.58
	12/01/2024	\$40.86	\$9.65	\$18.40	\$0.00	\$68.91
	06/01/2025	\$42.25	\$9.65	\$18.40	\$0.00	\$70.30
	12/01/2025	\$43.63	\$9.65	\$18.40	\$0.00	\$71.68
	06/01/2026	\$45.07	\$9.65	\$18.40	\$0.00	\$73.12
	12/01/2026	\$46.51	\$9.65	\$18.40	\$0.00	\$74.56
	06/01/2027	\$47.96	\$9.65	\$18.40	\$0.00	\$76.01
	12/01/2027	\$49.41	\$9.65	\$18.40	\$0.00	\$77.46
	06/01/2028	\$50.91	\$9.65	\$18.40	\$0.00	\$78.96
	12/01/2028	\$52.41	\$9.65	\$18.40	\$0.00	\$80.46
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	06/01/2024	\$39.53	\$9.40	\$17.55	\$0.00	\$66.48
	12/01/2024	\$40.86	\$9.40	\$17.55	\$0.00	\$67.81
	06/01/2025	\$42.25	\$9.40	\$17.55	\$0.00	\$69.20
	12/01/2025	\$43.63	\$9.40	\$17.55	\$0.00	\$70.58
	06/01/2026	\$45.07	\$9.40	\$17.55	\$0.00	\$72.02
	12/01/2026	\$46.51	\$9.40	\$17.55	\$0.00	\$73.46
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$56.03	\$15.30	\$16.40	\$0.00	\$87.73
	12/01/2024	\$57.48	\$15.30	\$16.40	\$0.00	\$89.18
	06/01/2025	\$58.78	\$15.30	\$16.40	\$0.00	\$90.48
	12/01/2025	\$60.23	\$15.30	\$16.40	\$0.00	\$91.93
	06/01/2026	\$61.53	\$15.30	\$16.40	\$0.00	\$93.23
	12/01/2026	\$62.98	\$15.30	\$16.40	\$0.00	\$94.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$55.41	\$15.30	\$16.40	\$0.00	\$87.11
	12/01/2024	\$56.85	\$15.30	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.13	\$15.30	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.57	\$15.30	\$16.40	\$0.00	\$91.27
	06/01/2026	\$60.85	\$15.30	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.29	\$15.30	\$16.40	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$36.17	\$15.30	\$16.40	\$0.00	\$67.87
	12/01/2024	\$37.12	\$15.30	\$16.40	\$0.00	\$68.82
	06/01/2025	\$37.97	\$15.30	\$16.40	\$0.00	\$69.67
	12/01/2025	\$38.92	\$15.30	\$16.40	\$0.00	\$70.62
	06/01/2026	\$39.78	\$15.30	\$16.40	\$0.00	\$71.48
	12/01/2026	\$40.73	\$15.30	\$16.40	\$0.00	\$72.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS 170 - Dauphinais (Bellingham)</i>	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
	01/01/2025	\$27.60	\$11.26	\$6.15	\$0.00	\$45.01

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$55.41	\$15.30	\$16.40	\$0.00	\$87.11
	12/01/2024	\$56.85	\$15.30	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.13	\$15.30	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.57	\$15.30	\$16.40	\$0.00	\$91.27
	06/01/2026	\$60.85	\$15.30	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.29	\$15.30	\$16.40	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2024	\$38.78	\$9.65	\$18.40	\$0.00	\$66.83
	12/01/2024	\$40.11	\$9.65	\$18.40	\$0.00	\$68.16
	06/01/2025	\$41.50	\$9.65	\$18.40	\$0.00	\$69.55
	12/01/2025	\$42.88	\$9.65	\$18.40	\$0.00	\$70.93
	06/01/2026	\$44.32	\$9.65	\$18.40	\$0.00	\$72.37
	12/01/2026	\$45.76	\$9.65	\$18.40	\$0.00	\$73.81
	06/01/2027	\$47.21	\$9.65	\$18.40	\$0.00	\$75.26
	12/01/2027	\$48.66	\$9.65	\$18.40	\$0.00	\$76.71
	06/01/2028	\$50.16	\$9.65	\$18.40	\$0.00	\$78.21
	12/01/2028	\$51.66	\$9.65	\$18.40	\$0.00	\$79.71
For apprentice rates see "Apprentice- LABORER"						
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$55.41	\$15.30	\$16.40	\$0.00	\$87.11
	12/01/2024	\$56.85	\$15.30	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.13	\$15.30	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.57	\$15.30	\$16.40	\$0.00	\$91.27
	06/01/2026	\$60.85	\$15.30	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.29	\$15.30	\$16.40	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc.Roofer Waterproofing &Roofer Damproofg) <i>ROOFERS LOCAL 33</i>	08/01/2024	\$51.03	\$13.03	\$21.70	\$0.00	\$85.76
	02/01/2025	\$52.28	\$13.03	\$21.70	\$0.00	\$87.01
	08/01/2025	\$53.78	\$13.03	\$21.70	\$0.00	\$88.51
	02/01/2026	\$55.03	\$13.03	\$21.70	\$0.00	\$89.76

Classification			Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - ROOFER - Local 33								
Effective Date - 08/01/2024								
Step	percent			Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50			\$25.52	\$13.03	\$6.52	\$0.00	\$45.07
2	60			\$30.62	\$13.03	\$21.70	\$0.00	\$65.35
3	65			\$33.17	\$13.03	\$21.70	\$0.00	\$67.90
4	75			\$38.27	\$13.03	\$21.70	\$0.00	\$73.00
5	85			\$43.38	\$13.03	\$21.70	\$0.00	\$78.11
Effective Date - 02/01/2025								
Step	percent			Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50			\$26.14	\$13.03	\$6.52	\$0.00	\$45.69
2	60			\$31.37	\$13.03	\$21.70	\$0.00	\$66.10
3	65			\$33.98	\$13.03	\$21.70	\$0.00	\$68.71
4	75			\$39.21	\$13.03	\$21.70	\$0.00	\$73.94
5	85			\$44.44	\$13.03	\$21.70	\$0.00	\$79.17
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			08/01/2024	\$51.28	\$13.03	\$21.70	\$0.00	\$86.01
ROOFERS LOCAL 33			02/01/2025	\$52.53	\$13.03	\$21.70	\$0.00	\$87.26
			08/01/2025	\$54.03	\$13.03	\$21.70	\$0.00	\$88.76
			02/01/2026	\$55.28	\$13.03	\$21.70	\$0.00	\$90.01
For apprentice rates see "Apprentice- ROOFER"								
SHEETMETAL WORKER			07/01/2024	\$40.98	\$12.20	\$18.74	\$2.13	\$74.05
SHEETMETAL WORKERS LOCAL 63			01/01/2025	\$42.23	\$12.20	\$18.74	\$2.13	\$75.30

Apprentice - SHEET METAL WORKER - Local 63

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$18.44	\$5.49	\$4.86	\$0.85	\$29.64
2	50	\$20.49	\$6.10	\$5.40	\$0.94	\$32.93
3	55	\$22.54	\$6.71	\$9.71	\$1.15	\$40.11
4	60	\$24.59	\$7.32	\$9.71	\$1.23	\$42.85
5	65	\$26.64	\$7.93	\$9.71	\$1.31	\$45.59
6	70	\$28.69	\$8.54	\$9.71	\$1.39	\$48.33
7	75	\$30.74	\$9.15	\$9.71	\$1.47	\$51.07
8	80	\$32.78	\$9.76	\$17.66	\$1.78	\$61.98
9	85	\$34.83	\$10.37	\$17.66	\$1.86	\$64.72
10	90	\$36.88	\$10.98	\$17.66	\$1.94	\$67.46

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$19.00	\$5.49	\$4.86	\$0.85	\$30.20
2	50	\$21.12	\$6.10	\$5.40	\$0.94	\$33.56
3	55	\$23.23	\$6.71	\$9.71	\$1.15	\$40.80
4	60	\$25.34	\$7.32	\$9.71	\$1.23	\$43.60
5	65	\$27.45	\$7.93	\$9.71	\$1.31	\$46.40
6	70	\$29.56	\$8.54	\$9.71	\$1.39	\$49.20
7	75	\$31.67	\$9.15	\$9.71	\$1.47	\$52.00
8	80	\$33.78	\$9.76	\$17.66	\$1.78	\$62.98
9	85	\$35.90	\$10.37	\$17.66	\$1.86	\$65.79
10	90	\$38.01	\$10.98	\$17.66	\$1.94	\$68.59

Notes:

Apprentice to Journeyworker Ratio:1:3

SPECIALIZED EARTH MOVING EQUIP < 35 TONS	06/01/2024	\$40.24	\$15.07	\$18.67	\$0.00	\$73.98
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2024	\$40.24	\$15.07	\$20.17	\$0.00	\$75.48
	01/01/2025	\$40.24	\$15.57	\$20.17	\$0.00	\$75.98
	06/01/2025	\$41.24	\$15.57	\$20.17	\$0.00	\$76.98
	12/01/2025	\$41.24	\$15.57	\$21.78	\$0.00	\$78.59
	01/01/2026	\$41.24	\$16.17	\$21.78	\$0.00	\$79.19
	06/01/2026	\$42.24	\$16.17	\$21.78	\$0.00	\$80.19
	12/01/2026	\$42.24	\$16.17	\$23.52	\$0.00	\$81.93
	01/01/2027	\$42.24	\$16.77	\$23.52	\$0.00	\$82.53

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>	06/01/2024	\$40.53	\$15.07	\$18.67	\$0.00	\$74.27
	12/01/2024	\$40.53	\$15.07	\$20.17	\$0.00	\$75.77
	01/01/2025	\$40.53	\$15.57	\$20.17	\$0.00	\$76.27
	06/01/2025	\$41.53	\$15.57	\$20.17	\$0.00	\$77.27
	12/01/2025	\$41.53	\$15.57	\$21.78	\$0.00	\$78.88
	01/01/2026	\$41.53	\$16.17	\$21.78	\$0.00	\$79.48
	06/01/2026	\$42.53	\$16.17	\$21.78	\$0.00	\$80.48
	12/01/2026	\$42.53	\$16.17	\$23.52	\$0.00	\$82.22
	01/01/2027	\$42.53	\$16.77	\$23.52	\$0.00	\$82.82
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 669</i>	04/01/2023	\$47.43	\$11.45	\$16.61	\$0.00	\$75.49

Apprentice - SPRINKLER FITTER - Local 669

Effective Date - 04/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$21.34	\$8.22	\$0.00	\$0.00	\$29.56
2	50	\$23.72	\$8.22	\$0.00	\$0.00	\$31.94
3	55	\$26.09	\$11.45	\$7.20	\$0.00	\$44.74
4	60	\$28.46	\$11.45	\$8.35	\$0.00	\$48.26
5	65	\$30.83	\$11.45	\$8.35	\$0.00	\$50.63
6	70	\$33.20	\$11.45	\$8.60	\$0.00	\$53.25
7	75	\$35.57	\$11.45	\$8.60	\$0.00	\$55.62
8	80	\$37.94	\$11.45	\$8.60	\$0.00	\$57.99
9	85	\$40.32	\$11.45	\$8.60	\$0.00	\$60.37
10	90	\$42.69	\$11.45	\$8.60	\$0.00	\$62.74

Notes:

Apprentice to Journeyworker Ratio:1:1

STEAM BOILER OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$55.41	\$15.30	\$16.40	\$0.00	\$87.11
	12/01/2024	\$56.85	\$15.30	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.13	\$15.30	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.57	\$15.30	\$16.40	\$0.00	\$91.27
	06/01/2026	\$60.85	\$15.30	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.29	\$15.30	\$16.40	\$0.00	\$93.99

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$55.41	\$15.30	\$16.40	\$0.00	\$87.11
	12/01/2024	\$56.85	\$15.30	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.13	\$15.30	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.57	\$15.30	\$16.40	\$0.00	\$91.27
	06/01/2026	\$60.85	\$15.30	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.29	\$15.30	\$16.40	\$0.00	\$93.99

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TERRAZZO FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	08/01/2024	\$63.44	\$11.49	\$23.59	\$0.00	\$98.52
	02/01/2025	\$64.74	\$11.49	\$23.59	\$0.00	\$99.82
	08/01/2025	\$66.89	\$11.49	\$23.59	\$0.00	\$101.97
	02/01/2026	\$68.24	\$11.49	\$23.59	\$0.00	\$103.32
	08/01/2026	\$70.44	\$11.49	\$23.59	\$0.00	\$105.52
	02/01/2027	\$71.84	\$11.49	\$23.59	\$0.00	\$106.92

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 08/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$31.72	\$11.49	\$23.59	\$0.00	\$66.80
2	60	\$38.06	\$11.49	\$23.59	\$0.00	\$73.14
3	70	\$44.41	\$11.49	\$23.59	\$0.00	\$79.49
4	80	\$50.75	\$11.49	\$23.59	\$0.00	\$85.83
5	90	\$57.10	\$11.49	\$23.59	\$0.00	\$92.18

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.37	\$11.49	\$23.59	\$0.00	\$67.45
2	60	\$38.84	\$11.49	\$23.59	\$0.00	\$73.92
3	70	\$45.32	\$11.49	\$23.59	\$0.00	\$80.40
4	80	\$51.79	\$11.49	\$23.59	\$0.00	\$86.87
5	90	\$58.27	\$11.49	\$23.59	\$0.00	\$93.35

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2024	\$49.81	\$9.65	\$18.22	\$0.00	\$77.68
	12/01/2024	\$51.28	\$9.65	\$18.22	\$0.00	\$79.15
	06/01/2025	\$52.78	\$9.65	\$18.22	\$0.00	\$80.65
	12/01/2025	\$54.28	\$9.65	\$18.22	\$0.00	\$82.15
	06/01/2026	\$55.83	\$9.65	\$18.22	\$0.00	\$83.70
	12/01/2026	\$57.33	\$9.65	\$18.22	\$0.00	\$85.20

For apprentice rates see "Apprentice- LABORER"

TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2024	\$45.60	\$9.65	\$18.22	\$0.00	\$73.47
	12/01/2024	\$47.07	\$9.65	\$18.22	\$0.00	\$74.94
	06/01/2025	\$48.57	\$9.65	\$18.22	\$0.00	\$76.44
	12/01/2025	\$50.07	\$9.65	\$18.22	\$0.00	\$77.94
	06/01/2026	\$51.62	\$9.65	\$18.22	\$0.00	\$79.49
	12/01/2026	\$53.12	\$9.65	\$18.22	\$0.00	\$80.99

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2024	\$45.48	\$9.65	\$18.22	\$0.00	\$73.35
	12/01/2024	\$46.95	\$9.65	\$18.22	\$0.00	\$74.82
	06/01/2025	\$48.45	\$9.65	\$18.22	\$0.00	\$76.32
	12/01/2025	\$49.95	\$9.65	\$18.22	\$0.00	\$77.82
	06/01/2026	\$51.50	\$9.65	\$18.22	\$0.00	\$79.37
	12/01/2026	\$53.00	\$9.65	\$18.22	\$0.00	\$80.87
	For apprentice rates see "Apprentice- LABORER"					
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$55.41	\$15.30	\$16.40	\$0.00	\$87.11
	12/01/2024	\$56.85	\$15.30	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.13	\$15.30	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.57	\$15.30	\$16.40	\$0.00	\$91.27
	06/01/2026	\$60.85	\$15.30	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.29	\$15.30	\$16.40	\$0.00	\$93.99
	For apprentice rates see "Apprentice- OPERATING ENGINEERS"					
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	06/01/2024	\$40.82	\$15.07	\$18.67	\$0.00	\$74.56
	12/01/2024	\$40.82	\$15.07	\$20.17	\$0.00	\$76.06
	01/01/2025	\$40.82	\$15.57	\$20.17	\$0.00	\$76.56
	06/01/2025	\$41.82	\$15.57	\$20.17	\$0.00	\$77.56
	12/01/2025	\$41.82	\$15.57	\$21.78	\$0.00	\$79.17
	01/01/2026	\$41.82	\$16.17	\$21.78	\$0.00	\$79.77
	06/01/2026	\$42.82	\$16.17	\$21.78	\$0.00	\$80.77
	12/01/2026	\$42.82	\$16.17	\$23.52	\$0.00	\$82.51
	01/01/2027	\$42.82	\$16.77	\$23.52	\$0.00	\$83.11
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	06/01/2024	\$57.71	\$9.65	\$19.00	\$0.00	\$86.36
	12/01/2024	\$59.18	\$9.65	\$19.00	\$0.00	\$87.83
	06/01/2025	\$60.68	\$9.65	\$19.00	\$0.00	\$89.33
	12/01/2025	\$62.18	\$9.65	\$19.00	\$0.00	\$90.83
	06/01/2026	\$63.73	\$9.65	\$19.00	\$0.00	\$92.38
	12/01/2026	\$65.23	\$9.65	\$19.00	\$0.00	\$93.88
	For apprentice rates see "Apprentice- LABORER"					
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	06/01/2024	\$59.71	\$9.65	\$19.00	\$0.00	\$88.36
	12/01/2024	\$61.18	\$9.65	\$19.00	\$0.00	\$89.83
	06/01/2025	\$62.68	\$9.65	\$19.00	\$0.00	\$91.33
	12/01/2025	\$64.18	\$9.65	\$19.00	\$0.00	\$92.83
	06/01/2026	\$65.73	\$9.65	\$19.00	\$0.00	\$94.38
	12/01/2026	\$67.23	\$9.65	\$19.00	\$0.00	\$95.88
	For apprentice rates see "Apprentice- LABORER"					
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2024	\$49.78	\$9.65	\$19.00	\$0.00	\$78.43
	12/01/2024	\$51.25	\$9.65	\$19.00	\$0.00	\$79.90
	06/01/2025	\$52.75	\$9.65	\$19.00	\$0.00	\$81.40
	12/01/2025	\$54.25	\$9.65	\$19.00	\$0.00	\$82.90
	06/01/2026	\$55.80	\$9.65	\$19.00	\$0.00	\$84.45
	12/01/2026	\$57.30	\$9.65	\$19.00	\$0.00	\$85.95
	For apprentice rates see "Apprentice- LABORER"					

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2024	\$51.78	\$9.65	\$19.00	\$0.00	\$80.43
	12/01/2024	\$53.25	\$9.65	\$19.00	\$0.00	\$81.90
	06/01/2025	\$54.75	\$9.65	\$19.00	\$0.00	\$83.40
	12/01/2025	\$56.25	\$9.65	\$19.00	\$0.00	\$84.90
	06/01/2026	\$57.80	\$9.65	\$19.00	\$0.00	\$86.45
	12/01/2026	\$59.30	\$9.65	\$19.00	\$0.00	\$87.95
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	06/01/2024	\$40.24	\$15.07	\$18.67	\$0.00	\$73.98
	12/01/2024	\$40.24	\$15.07	\$20.17	\$0.00	\$75.48
	01/01/2025	\$40.24	\$15.57	\$20.17	\$0.00	\$75.98
	06/01/2025	\$41.24	\$15.57	\$20.17	\$0.00	\$76.98
	12/01/2025	\$41.24	\$15.57	\$21.78	\$0.00	\$78.59
	01/01/2026	\$41.24	\$16.17	\$21.78	\$0.00	\$79.19
	06/01/2026	\$42.24	\$16.17	\$21.78	\$0.00	\$80.19
	12/01/2026	\$42.24	\$16.17	\$23.52	\$0.00	\$81.93
VOICE-DATA-VIDEO TECHNICIAN <i>ELECTRICIANS LOCAL 96</i>	01/01/2027	\$42.24	\$16.77	\$23.52	\$0.00	\$82.53
	09/01/2024	\$35.29	\$13.99	\$17.57	\$0.00	\$66.85
	09/07/2025	\$36.12	\$14.98	\$17.91	\$0.00	\$69.01
	09/06/2026	\$37.04	\$15.96	\$18.27	\$0.00	\$71.27

Apprentice - VOICE-DATA-VIDEO TECHNICIAN - Local 96

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.65	\$13.99	\$4.41	\$0.00	\$36.05
2	55	\$19.41	\$13.99	\$4.46	\$0.00	\$37.86
3	60	\$21.17	\$13.99	\$17.15	\$0.00	\$52.31
4	65	\$22.94	\$13.99	\$17.20	\$0.00	\$54.13
5	70	\$24.70	\$13.99	\$17.25	\$0.00	\$55.94
6	75	\$26.47	\$13.99	\$17.30	\$0.00	\$57.76
7	80	\$28.23	\$13.99	\$17.36	\$0.00	\$59.58
8	85	\$30.00	\$13.99	\$17.41	\$0.00	\$61.40

Effective Date - 09/07/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.06	\$14.98	\$4.51	\$0.00	\$37.55
2	55	\$19.87	\$14.98	\$4.57	\$0.00	\$39.42
3	60	\$21.67	\$14.98	\$17.48	\$0.00	\$54.13
4	65	\$23.48	\$14.98	\$17.53	\$0.00	\$55.99
5	70	\$25.28	\$14.98	\$17.59	\$0.00	\$57.85
6	75	\$27.09	\$14.98	\$17.64	\$0.00	\$59.71
7	80	\$28.90	\$14.98	\$17.70	\$0.00	\$61.58
8	85	\$30.70	\$14.98	\$17.75	\$0.00	\$63.43

Notes:

Apprentice to Journeyworker Ratio:1:1

WAGON DRILL OPERATOR	06/01/2024	\$39.28	\$9.65	\$18.40	\$0.00	\$67.33
LABORERS - ZONE 2	12/01/2024	\$40.61	\$9.65	\$18.40	\$0.00	\$68.66
	06/01/2025	\$42.00	\$9.65	\$18.40	\$0.00	\$70.05
	12/01/2025	\$43.38	\$9.65	\$18.40	\$0.00	\$71.43
	06/01/2026	\$44.82	\$9.65	\$18.40	\$0.00	\$72.87
	12/01/2026	\$46.26	\$9.65	\$18.40	\$0.00	\$74.31
	06/01/2027	\$47.71	\$9.65	\$18.40	\$0.00	\$75.76
	12/01/2027	\$49.16	\$9.65	\$18.40	\$0.00	\$77.21
	06/01/2028	\$50.66	\$9.65	\$18.40	\$0.00	\$78.71
	12/01/2028	\$52.16	\$9.65	\$18.40	\$0.00	\$80.21

For apprentice rates see "Apprentice- LABORER"

WAGON DRILL OPERATOR (HEAVY & HIGHWAY)	06/01/2024	\$38.78	\$9.65	\$17.80	\$0.00	\$66.23
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2024	\$40.11	\$9.65	\$17.80	\$0.00	\$67.56
	06/01/2025	\$41.50	\$9.65	\$17.80	\$0.00	\$68.95
	12/01/2025	\$42.88	\$9.65	\$17.80	\$0.00	\$70.33
	06/01/2026	\$44.32	\$9.65	\$17.80	\$0.00	\$71.77
	12/01/2026	\$45.76	\$9.65	\$17.80	\$0.00	\$73.21

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$56.03	\$15.30	\$16.40	\$0.00	\$87.73
	12/01/2024	\$57.48	\$15.30	\$16.40	\$0.00	\$89.18
	06/01/2025	\$58.78	\$15.30	\$16.40	\$0.00	\$90.48
	12/01/2025	\$60.23	\$15.30	\$16.40	\$0.00	\$91.93
	06/01/2026	\$61.53	\$15.30	\$16.40	\$0.00	\$93.23
	12/01/2026	\$62.98	\$15.30	\$16.40	\$0.00	\$94.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS LOCAL 4</i>	09/01/2024	\$55.00	\$9.90	\$17.77	\$0.00	\$82.67
	03/01/2025	\$56.40	\$9.90	\$17.77	\$0.00	\$84.07
	09/01/2025	\$57.80	\$9.90	\$17.77	\$0.00	\$85.47
	03/01/2026	\$59.20	\$9.90	\$17.77	\$0.00	\$86.87
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						

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.

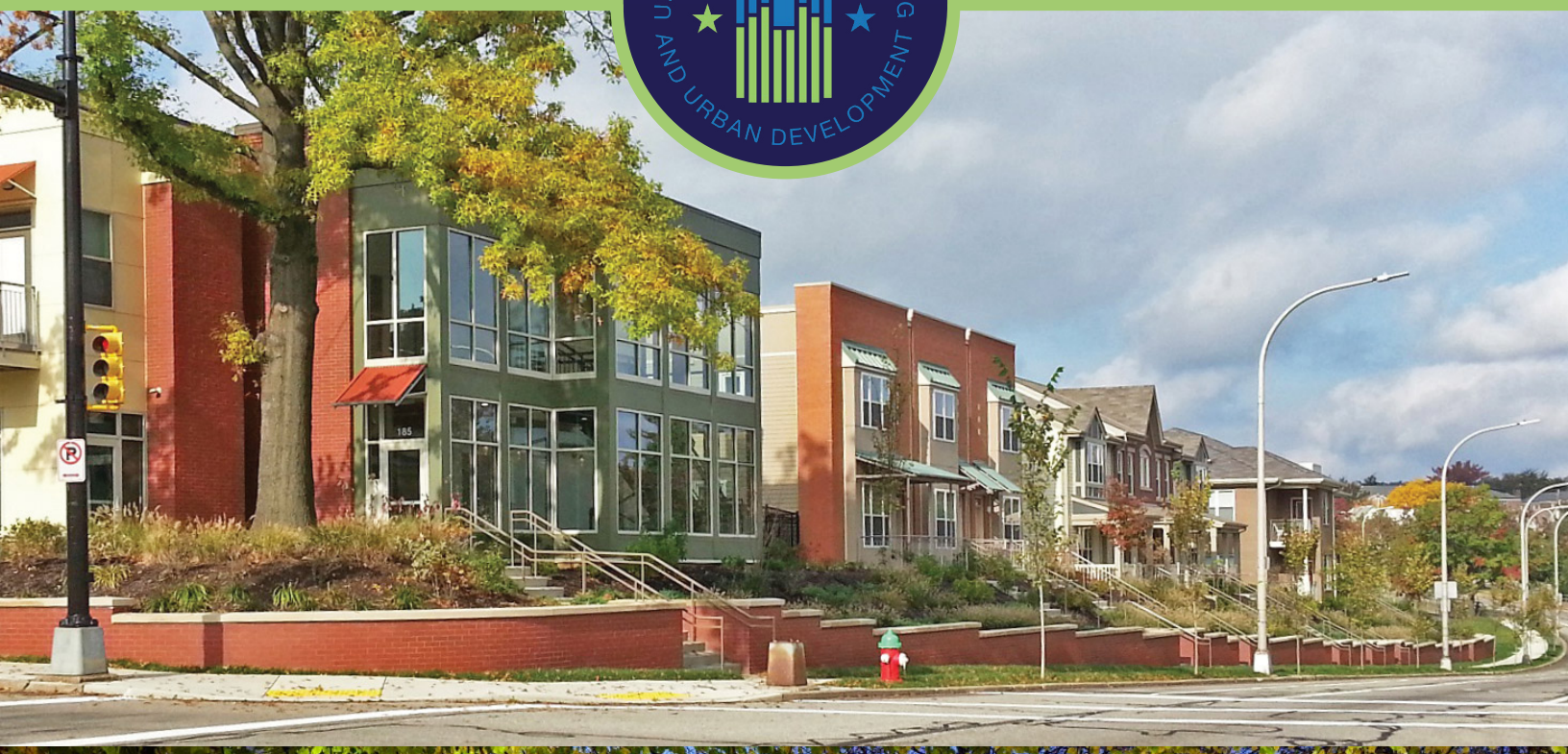
All steps are six months (1000 hours.)

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.



DAVIS-BACON AND LABOR STANDARDS AGENCY/CONTRACTOR GUIDE

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INTRODUCTION

This Guide has been developed as part of HUD's communications strategy with its approximately 5,000 client agencies, and contractors performing work on construction projects that are assisted by the U.S. Department of Housing and Urban Development and subject to Davis-Bacon prevailing wage requirements. This Guide does not address contractor requirements involved in direct Federal contracting where HUD or another Federal agency enters into a procurement contract. While the guidance contained in this Guide is generally applicable to any Davis-Bacon-covered project, specific questions pertaining to direct Federal contracts should be addressed to the Contracting Officer who signed the contract for the Federal agency.

This Guide has been designed to help agencies develop organizational and administrative policies that will enable them to meet labor standards contractual responsibilities in the administration of HUD-assisted programs as efficiently as possible. It is also useful as a training tool and a ready reference for compliance staff. Further, it may be used by contractors to provide further background. While this Guide is intended to address numerous situations, it was not written to cover every possible labor standards issue. If there is a labor standards issue not addressed in this Guide, please contact your local HUD Labor Standards Specialist (LSS). Throughout this Guide, the acronym "LCA" or "LCAs" shall mean state, tribal, and local agencies.

This Guide also provides information to assist with Davis-Bacon labor standards compliance. HUD's Office of Davis-Bacon and Labor Standards worked with the U.S. Department of Labor's Wage and Hour Division to ensure that the labor standards provisions required to be incorporated in Davis-Bacon contracts and the specifics of complying with them represent the latest information. The U.S. Department of Labor (DOL) has general administrative oversight of all Federal contracting agencies, such as HUD, which administer the day-to-day responsibilities of enforcing Davis-Bacon provisions in construction contracts they either fund or assist in funding.

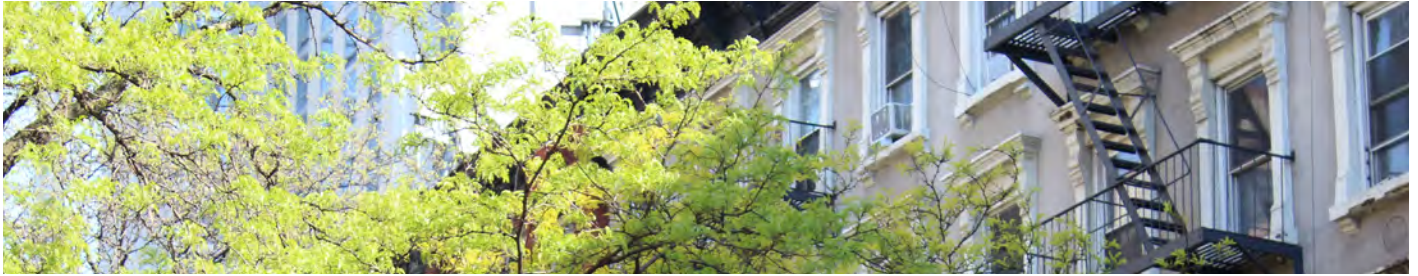
This Guide contains five main chapters. The first chapter includes basic DBA definitions that affect every Davis-Bacon-covered project. The second chapter lists the responsibilities of state, tribal, and local contracting agencies that administer HUD programs. The third chapter includes the laws and regulations associated with Federal labor standards administration and enforcement. The fourth chapter describes LCA flexibility for labor standards responsibilities. The fifth and final chapter discusses payroll compliance reviews and corrections.

Finally, not all HUD construction projects are covered by Davis-Bacon wage rates. For the purpose of this Guide, we are assuming that a determination has already been made that Davis-Bacon wage rates are applicable. If you need assistance in determining whether Davis-Bacon wage rates apply to a project or if you need other related technical assistance, please contact the HUD Labor Standards Field staff for your area. If you do not know which staff to contact, a list of Labor Standards field offices with their geographic areas, telephone numbers and email addresses are located on HUD's Home Page at the address below.

RESOURCE

Visit the Office of Davis Bacon and Labor Standards online:

www.hud.gov/program_offices/davis_bacon_and_labor_standards



KEY LABOR STANDARDS OBJECTIVES OF THE GUIDE

The Office of Davis-Bacon and Labor Standards has identified five Key Labor Standards Objectives—the basics of what must be accomplished in order to protect workers' rights. We also identified all the policies, procedures, and paperwork at our disposal—what we do ourselves and what we impose on contractors. HUD eliminated superfluous requirements and will not institute policies, procedures, or paperwork that is not required by statute or regulation, or that does not contribute to one or more of the Key Objectives.

Apply Davis-Bacon requirements properly

Make certain that labor standards, including Davis-Bacon prevailing wage rates, are applied where required. Ensure that any exemptions or exceptions are identified.

Through education and advice, support contractor compliance with labor standards

Provide basic training and technical support to contractors to ensure that they understand their obligations under prevailing wage and reporting requirements.

Monitor contractor performance

Perform reviews of certified payroll submissions and other information to help ensure contractor compliance with labor standards provisions and the payment of prevailing wages to workers.

Investigate probable violations and complaints of underpayment

Thoroughly explore any evidence of violations, especially allegations of underpayment.

Pursue debarment and other available sanctions against repeat labor standards violators

Carry out a zero tolerance policy toward contractors who violate prevailing wage laws.

RESOURCE

Program technical guidance

For interpretations of program requirements or handbooks and instructions on the use of forms:

Housing Programs - See our [Contact List](#) for help.



BASIC DBA DEFINITIONS

There are several compliance principles, definitions, and interpretations that affect every Davis-Bacon-covered project.

Responsibilities of employers

All employers (contractors, subcontractors, and any lower-tier subcontractors) are required to pay all laborers and mechanics employed or working on the site of the work unconditionally and not less often than once per week the full amount of wages and bona fide fringe benefits computed at rates not less than those contained in the wage decision. Employers must prepare, certify, and submit weekly payroll reports reflecting all the laborers and mechanics (employees) engaged in construction on the site of the work. Employers may also be required to submit related documentation in order to demonstrate compliance.

Responsibilities of the principal (prime) contractor

The principal contractor (also referred to as the “prime contractor”) is responsible for the full compliance of all employers (itself, subcontractors, and any lower-tier subcontractors) with the labor standards provisions applicable to the project.

Prime contractor

The principal contractor.

Subcontractor

All subcontractors and lower-tier subcontractors.

Employer

Any contractor, subcontractor, or lower-tier subcontractor that has engaged the services of laborers or mechanics on the project.

To make this Guide easier to understand, the term “prime contractor” will mean the principal contractor; “subcontractor” will mean all subcontractors including lower-tier subcontractors; and the term “employer” will mean all contractors as a group, including the prime contractor and any subcontractors and lower-tier subcontractors.

Laborers and mechanics

Those individuals whose duties are manual or physical in nature, including workers who are performing the work of a trade (e.g., electrician). “Laborers” and “mechanics” include apprentices, trainees, helpers, and, for contracts subject to the Contract Work Hours and Safety Standards Act (CWHSSA), watchmen and guards.

Working foremen

Foremen or supervisors that perform construction work and devote more than 20% of their time as a laborer or mechanic are treated, for labor standards purposes, as “laborers” or “mechanics” for their time spent working as a laborer or mechanic.

Exclusions

Persons whose duties are primarily administrative, managerial, or clerical are not laborers or mechanics.

Employee

Every person who performs the work of a laborer or mechanic is “employed” regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such person.

Working subcontractors

Persons who perform the work of laborers or mechanics and who represent themselves to be owners of businesses, sole proprietors, or self-employed are not exempt from prevailing wage requirements. These laborers and mechanics are “employed” and are entitled to the prevailing wage for the type of work they perform, and must be reported on the payroll report for their craft, hours of work, and wages paid. For additional information, see LR-96-01, Labor Standards for Self-Employed Laborers and Mechanics.



Administrative allowances

HUD permits administrative allowances concerning payroll reporting and certification requirements relating to the following:

- Owners of Businesses Working with Their Crew
- Owner/Operators of Power Equipment
- Owner/Operators of Trucks

Apprentice

A person employed and individually registered in a bona fide apprenticeship program. Bona fide programs are those that have been registered with DOL, Employment and Training Administration, Office of Apprenticeship, or with a DOL-recognized State Apprenticeship Agency (SAA). (Note that an SAA must also partner with a State Apprenticeship Council (SAC). The SAC must consist of an equal number of representatives of employer and employee organizations.)

Probationary apprentice

A person in the first 90 days of probationary employment as an apprentice in a bona fide apprenticeship program but who has not yet been formally registered in such program may be considered an “apprentice” provided that DOL or SAC has certified that such person is eligible for probationary employment as an apprentice.

Pre-apprentice

A person who is employed as a “pre-apprentice”—that is, in a preparatory position which may result in registration in an apprenticeship program—is not considered to be an “apprentice.”

Trainee

A person registered and receiving on-the-job training in a construction occupation pursuant to a training program approved in advance by the Office of Apprenticeship Training.

Prevailing wages or wage rates

Davis-Bacon prevailing wage rates generally appear as a basic hourly rate plus fringe benefits, if any. “Prevailing wage” is made up of two interchangeable components: the basic hourly wage, and fringe benefits. The total of the basic hourly wage and fringe benefits comprises the “prevailing wage” obligation. This obligation may be met by any combination of cash wages and creditable “bona fide” fringe benefits provided by the employer. For example:

The Davis-Bacon wage decision requires:

Basic Hourly Rate	\$10.00
Fringe Benefits	\$1.00
Total Prevailing Wage	\$11.00

Employers may comply by paying:

1. \$11.00 in cash wages;
2. \$10.00 plus \$1.00 in bona fide fringe benefits; or
3. Any combination of wages and benefits that totals \$11.00 per hour.



Piece rate/piece work employees

Employees whose earnings are calculated by the amount of work produced (rather than hours worked) must receive no less than the applicable DBRA/MWD (Davis-Bacon and Related Acts/Maintenance Wage Determination) wage rate based upon the hours of work performed. The employer must divide the piece rate earnings by the actual hours worked to determine the “effective” hourly rate. The effective hourly rate must be calculated for each week’s earnings and must be no less than the applicable prevailing wage rate. It does not matter whether the effective hourly rate changes from week to week as long as the result is at least as much as the prevailing wage rate. If the effective hourly rate is less than the applicable prevailing wage rate, the employee must be compensated at the prevailing wage rate for all hours worked.

Fringe benefits

Fringe benefits may include:

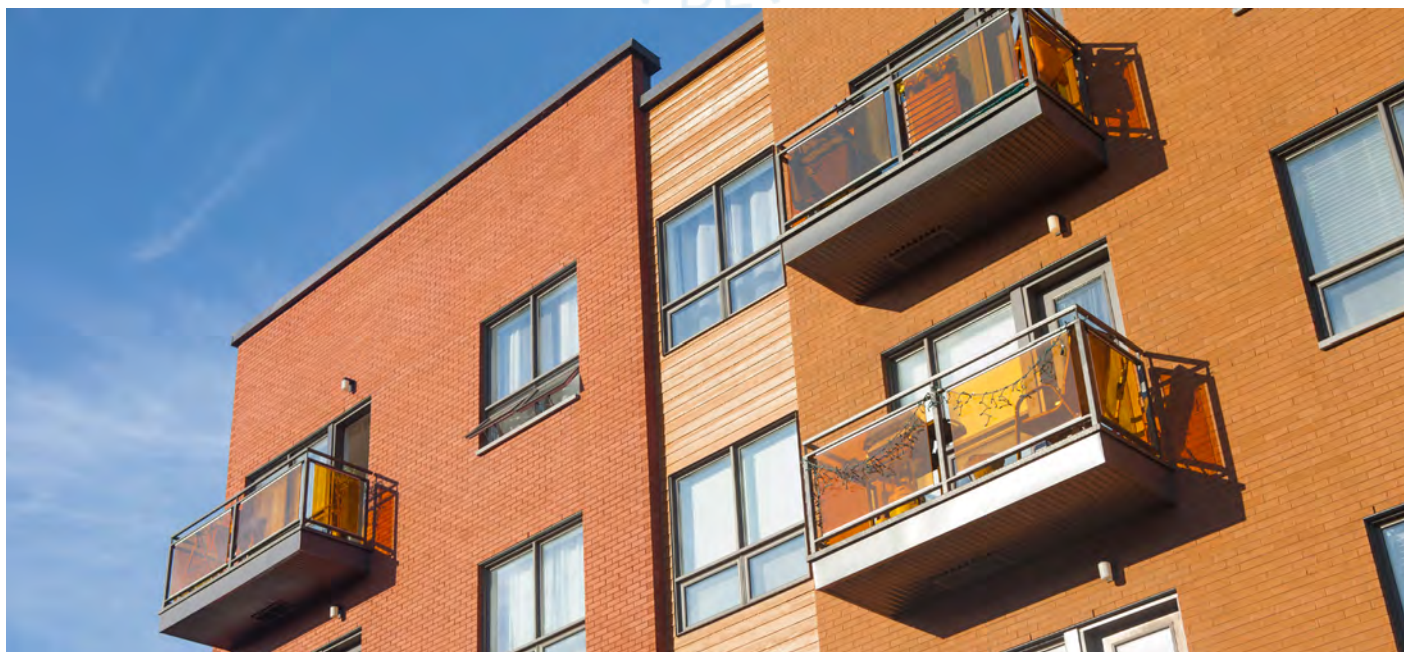
- Sick, vacation, or holiday pay;
- Costs to defray expenses of apprenticeship or similar programs;
- Medical or hospital care;
- Supplemental unemployment benefits;
- Life insurance;
- Pensions on retirement or death;
- Compensation for injuries or illness resulting from occupational activity;
- Other bona fide fringe benefits; or
- Insurance to provide any of the above.

MORE INFO

In addition, fringe benefits may reflect the rate of costs to the employer that may be reasonably anticipated in providing bona fide fringe benefits pursuant to an enforceable commitment to carry out a financially responsible program.

MORE INFO

Fringe benefits do not include employer contributions or payments required by other federal, state, or local law, such as FICA (Federal Insurance Contributions Act), workers’ compensation, or unemployment compensation.



Overtime

Overtime (O/T) hours are defined as all hours worked in excess of 40 hours in any workweek. Where governed by Federal labor standards, O/T hours shall be compensated at not less than one and one-half times the regular rate of basic pay plus the straight-time (S/T) rate of any required fringe benefits.

Deductions

The employer may make payroll deductions as permitted by DOL regulations in 29 CFR Part 3. These regulations prohibit the employer from requiring employees to “kick back” any of their earnings. Deductions may include employee obligations for income taxes, Social Security payments, insurance premiums, retirement contributions, savings accounts, and any other legally permissible deduction authorized by the employee. Deductions may also be made for payments on judgments and other financial obligations legally imposed against the employee (which will require documentation).

Site of work

The “site of work” is limited to the physical place or places where the construction called for in the contract will remain when work on it has been completed. “Site of work” includes other adjacent or nearby properties used by the contractor/subcontractor in the construction of the project (e.g., fabrication sites) provided they are dedicated exclusively

or nearly so to the performance of the contract or project, and are so located in proximity to the actual construction location that it would be reasonable to include them.

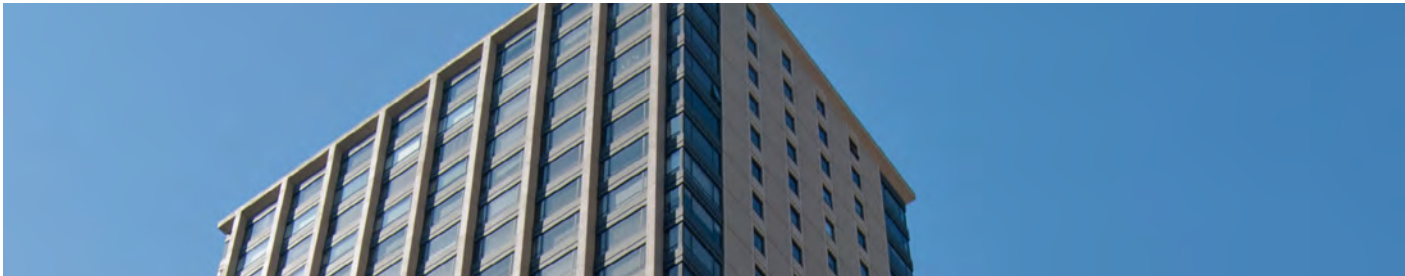
Proper designation of trade

Each laborer and mechanic shall be classified in accordance with the work classifications listed on the wage decision and the actual type of work they perform and shall be paid the appropriate wage rate and fringe benefits for the classification regardless of their level of skill. In other words, if someone is performing carpentry work on the project, they must be paid no less than the wage rate on the wage decision for carpenters even if they aren’t considered by the employer to be fully trained as a carpenter. Remember, the only people who can be paid less than the rate for their craft are apprentices and trainees registered in approved programs.

Split classification

Laborers and mechanics that perform work in more than one classification may be compensated at the rate specified for each classification provided that the employer maintains time records that accurately set forth the time spent in each classification in which the work was performed. If accurate time records are not maintained, the employee shall be compensated at the highest of all wage rates for the classifications in which work was performed.





LCA RESPONSIBILITIES

State, tribal, and local contracting agencies (LCAs) that administer HUD programs agree to administer and enforce Davis-Bacon requirements as a condition for receiving HUD program assistance. LCAs have the following responsibilities:

1. Designate appropriate staff (e.g., a Contract Administrator) before the start of construction to ensure compliance with all applicable labor standards requirements and to act for and in liaison with HUD. Provide the name(s) of the staff to the appropriate HUD Field Office of Davis-Bacon and Labor Standards.
2. Establish a construction contract management system that meets the standards of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
3. Ensure that all bid documents, contracts, and subcontracts contain the applicable Davis-Bacon wage decision and Federal labor standards provisions.
4. Ensure that no contract is awarded to a contractor that is ineligible (e.g., debarred) for Federally-assisted work.
5. Conduct on-site inspections including interviews with laborers and mechanics employed on the construction project. Ensure that the applicable Davis-Bacon wage decision, DOL's Davis-Bacon poster (Form WH-1321), and additional classifications are displayed at the job site.
6. Review certified payroll reports (CPRs) and related documentation. Identify any discrepancies and/or violations. Ensure that any needed corrections are made promptly, including the payment of wage restitution as needed, and the assessment and collection of liquidated damages, as appropriate.
7. Maintain full documentation of Federal labor standards administration and enforcement activities.
8. Refer potential criminal or complex enforcement actions to HUD, in addition to CWHSSA liquidated damages assessments for O/T violations and debarment recommendations.
9. Comply with all HUD requirements concerning statutory, program, and/or other requirements.
10. Prepare Federal labor standards enforcement reports as required in DOL regulations (29 CFR Part 5, § 5.7).



LAWS AND REGULATIONS

The Davis-Bacon Act (DBA)

The DBA, enacted in 1931, applies to contracts in excess of \$2,000 for construction, alteration, and/or repair of public buildings or public works, including painting and decorating, to which the United States or the District of Columbia is a party. This type of applicability is referred to as direct Davis-Bacon Act or DBA coverage. An example of DBA coverage is when HUD contracts directly for repairs to HUD-owned properties. HUD's Office of the Chief Procurement Officer manages these types of contracts. The DBA requires that the advertised specifications for such contracts contain a provision stating that the minimum wages to be paid to various classes of laborers and mechanics must be based upon the wages found to be prevailing by the Secretary of Labor.

Most HUD construction work is not covered by the DBA since HUD does not usually contract directly for construction work. Rather, Davis-Bacon wage rates apply to HUD programs because of prevailing wage requirements expressed in HUD "Related Acts" such as the U. S. Housing Act of 1937 and the Housing and Community Development Act of 1974, as amended. The Related Acts (referred to throughout this Guide as the Davis-Bacon and Related Acts or DBRA) are discussed further in Section 5.9.

The DBA includes provisions that:

1. Require the contractor or subcontractor to pay all mechanics and laborers at least once per week;
2. Prohibit contractors or subcontractors from taking deductions or rebates from wages earned by laborers and mechanics;
3. Require the contractor or subcontractor to pay Davis-Bacon wages to all laborers and mechanics employed on the site of the work regardless of their skill level, and regardless of any contractual relationship alleged to exist between the laborers and mechanics and the contractor or subcontractor;

4. Require the contractor or subcontractor to post the scale of wages to be paid (i.e., the applicable Davis-Bacon wage decision) in a prominent and accessible place at the work site;
5. Define prevailing wages to include fringe benefits;
6. Permit the withholding of payments due to the contractor on account of wage restitution that may be found due to the laborers and mechanics;
7. Permit the payment of wage restitution from amounts withheld from contract payments;
8. Permit the termination of the contract where it is found that any laborer or mechanic is underpaid; and
9. Permit the debarment of persons or firms found to have disregarded their obligations to employees and subcontractors.

The Contract Work Hours and Safety Standards Act (CWHSSA)

The CWHSSA applies to both direct federal contracts and to federally-assisted contracts where those contracts require or involve the employment of laborers and mechanics and where federal wage standards (e.g., Davis-Bacon or HUD-determined prevailing wage rates) are applicable. CWHSSA provisions apply to all laborers and mechanics, including watchmen and guards, employed by any contractor or subcontractor. CWHSSA also applies to maintenance laborers and mechanics employed by contractors or subcontractors engaged in the operation of Public Housing Agencies (PHA), Tribally Designated Housing Entities (TDHE), and Indian Housing Agencies (IHA) developments.

CWHSSA O/T provisions do not apply to laborers and mechanics employed directly by PHAs or IHAs. However, O/T provisions generally apply to these workers under the Fair Labor Standards Act (FLSA). HUD does not have authority to enforce FLSA violations. Refer complaints of FLSA violations to DOL, Wage and Hour Division.

CWHSSA provides that all O/T hours (defined as hours worked in excess of 40 during any workweek on the CWHSSA-covered project site) must be compensated at a rate not less than one and one-half times the regular basic rate of pay. Where CWHSSA O/T provisions are applicable, compensatory time in lieu of premium pay for O/T hours is not permissible. In the event of O/T violations, the CWHSSA renders the contractor liable to the underpaid workers for wage restitution and to the United States Government for liquidated damages computed per person per day at a rate that DOL publishes annually. It is a federal criminal misdemeanor to intentionally violate CWHSSA standards.

Exemptions:

- CWHSSA O/T provisions do not apply where the federal assistance is only in the nature of a loan guarantee or insurance.
- CWHSSA O/T provisions do not apply to prime contracts of \$100,000 or less.

RESOURCE

DOL posts current fines at:

<https://www.dol.gov/whd/govcontracts/cwhssa.htm#cmp>



The Copeland Act (Anti-Kickback Act)

The Copeland Act concerns three facets of prevailing wage compliance:

1. The “anti-kickback” provision prohibits contractors and subcontractors from inducing an employee working on a covered contract to give up any part of the compensation to which he or she is entitled. Violations are a criminal offense and are punishable by a \$5,000 fine or imprisonment up to five years, or both.
2. Associated DOL regulations restrict payroll deductions to those that are permissible without DOL approval as explained at 29 CFR § 3.5; deductions that require advance DOL approval are explained at 29 CFR § 3.6.
3. The Act requires the submission of weekly CPRs accompanied by a Statement of Compliance by all contractors and subcontractors engaged in such construction, prosecution, completion, or repair. The willful falsification of a CPR or statement of compliance may subject the employer to civil or criminal prosecution under § 1001 of Title 18 and § 3729 of Title 31 of the United States Code (USC), and may also be a cause for debarment.

Exemptions:

- Copeland Act CPR requirements are applicable only where Davis-Bacon (DBA or DBRA) prevailing wage provisions are applicable.
- Copeland Act anti-kickback provisions do not apply where the only federal assistance is a loan guarantee.



The Fair Labor Standards Act (FLSA)

The FLSA governs matters such as federal minimum wage rates and O/T. These standards are generally applicable to any labor performed and may be pre-empted by other (often more stringent) federal standards such as the DBRA prevailing wage requirements and CWHSSA O/T provisions. The authority to administer and enforce FLSA provisions resides solely with DOL.

Portal-to-Portal Act (PA)

The PA applies to the DBA and prevents the commencement of any court suit for unpaid S/T wages more than two years after performance of the work (three years in the case of willful violations), where permissible under the law. However, DOL's position is that the PA does not apply to administrative actions initiated through Administrative Law Judge (ALJ) hearing procedures; thus, the PA does not preclude corrective administrative action after two (or three) years.

The PA does not apply to federally-assisted (DBRA) projects. Instead, the various State statutes of limitations apply to such projects in private actions where they are judicially determined to be permissible under the law. The Federal six-year statute of limitations applies in government enforcement actions.

McNamara-O'Hara Service Contract Act (SCA)

The SCA governs maintenance and other service work and applies

when the Federal Government or the District of Columbia contracts directly for such services and the value of the contract exceeds \$2,500. SCA coverage in HUD programs is limited because HUD infrequently enters into direct contracts for services in the administration of its programs. By way of example, however, a contract for maintenance service at an HUD-owned multifamily property would be covered by the SCA. Like DBA contracts, SCA contracts are managed under the auspices of HUD's Office of the Chief Procurement Officer. SCA enforcement authority resides solely with DOL.

Davis-Bacon Regulations

DOL has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR). These regulations can be found in Title 29 CFR Parts 1, 3, 5, 6, and 7. Part 1 explains how DOL establishes and publishes DBA wage determinations (also referred to as wage decisions) and provides instructions on how to use the determinations. Part 3 describes Copeland Act requirements for payroll deductions and the submission of weekly CPRs. Part 5 covers the labor standards provisions that are in contracts relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. Part 6 provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Finally, Part 7 sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

DOL Regulations are available online: www.ecfr.gov/current/title-29



Construction Contract Provisions and Labor Standards Administration

Labor standards administration involves the activities that take place primarily before construction begins. Administration sets the stage for the compliance activities that occur during the construction phase. The first and sometimes most difficult step is determining whether and to what extent Davis-Bacon wage standards apply to a particular contract or project. The Factors of Labor Standards Applicability (see Appendix II-6) should be helpful. Most HUD-assisted construction work is covered by Davis-Bacon, but there are some exceptions. The best and safest approach is to first assume that Davis-Bacon requirements will be applicable whenever the contract/project involves construction work valued in excess of \$2,000, then look more closely to see if there is any reason for non-coverage. Each contract subject to Davis-Bacon labor standards requirements must contain labor standards clauses and a Davis-Bacon wage decision. These documents are normally wound into the contract specifications.

The labor standards clauses

The contract for construction is the vehicle to ensure contractor compliance and Davis-Bacon wage enforcement. Therefore, the bid specifications and/or the contract for each project subject to Davis-Bacon wage rates must contain both a Davis-Bacon wage decision and labor standards clauses. The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the Davis-Bacon wage and reporting requirements and with the O/T provisions of the CWHSSA (applicable

only when the prime contract is valued at over \$100,000).

The labor standards clauses also provide for remedies in the event of violations, including the withholding of payments due to the contractor to ensure the payment of wages or liquidated damages that may be found due, and sanctions should violations occur. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project. HUD has standard forms that contain contract clauses. For example, the HUD-92554M, Supplementary Conditions Of The Contract for Construction, which is issued primarily for FHA (Federal Housing Administration) multifamily housing and other construction projects administered by HUD; the HUD-4010, Federal Labor Standards Provisions, which is used for CDBG (Community Development Block Grant) and HOME (HOME Investment Partnerships Program) projects; and the HUD-5370, General Conditions for Construction Contracts (construction contracts >\$150,000) or the HUD-5370-EZ, General Contract Conditions for Small Construction/Development Contracts (construction contracts >\$2,000 but ≤\$150,000) which are used for Public and Indian Housing projects. These should be wound into the contract specifications or incorporated by specific reference in the bid/contract documents (see Labor Relations Letter 96-03).

RESOURCE

A fillable version of this form is available online at HUDClips www.hud.gov/program_offices/administration/hudclips/forms
Contact the contract administrator monitoring the project for assistance with a Project Wage Rate.



Specific Davis-Bacon Related Act (statute) for the program involved

Related Acts are program statutes that contain provisions requiring compliance with the wages that the Secretary of Labor finds to be prevailing pursuant to the Davis-Bacon Act. These are commonly referred to as the Davis-Bacon and Related Acts or DBRA.

HUD Related Acts include (but are not limited to) the:

- National Housing Act;
- U. S. Housing Act of 1937;
- Housing and Community Development Act of 1974;
- National Affordable Housing Act of 1990; and
- Native American Housing Assistance and Self-determination Act of 1996, each as amended.

Many of the labor provisions in HUD Related Acts contain applicability thresholds based upon the number of dwelling units involved. Some thresholds are based upon the amount of HUD assistance or the use of HUD funds or assistance. In addition, most HUD Related Acts contain exemptions from prevailing wage coverage for bona-fide volunteers. It is important for DBLS and LCA staff to be familiar with the statutory provisions and how these are interpreted.

The labor provisions found in current HUD Related Acts are excerpted for reference in Appendix II-1 to this Guide. Applicability factors relating to specific HUD Related Acts are in Appendix II-6.

Labor Standards Letters

This special directives series is designed to provide current and thorough guidance on Davis-Bacon issues in HUD programs. Popular topics include Davis-Bacon applicability, and prevailing wage requirements concerning self-employed laborers and mechanics. Labor Standards Letters are available online at the Davis-Bacon and Labor Standards Library: www.hud.gov/program_offices/davis_bacon_and_labor_standards/olr_ltr

HUD Guides

These Guides complement the guidance and instructions provided in HUD Handbook 1344.1, Federal Labor Standards Compliance in HUD Programs. These Guides are also available at the Davis-Bacon and Labor Standards Library.

Davis-Bacon Wage Decisions

The term “wage decision” includes the original decision and any subsequent decisions that modify, supersede, correct, or otherwise change the provisions of the original decision. The term “wage decision” is used within this Guide to mean the Davis-Bacon wage decision. The terms “wage decision” and “wage determination” are used interchangeably. A wage decision is a schedule of construction work classifications, wage rates, and fringe benefits that represent the minimum rates that must be paid to workers employed in those classifications. Wage decisions are established for defined geographic areas, usually by county



or group of counties, and four general characters of construction work.

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RESOURCE

All current Davis Bacon wage decisions can be accessed online at no cost at www.sam.gov

Character of work

There are four basic categories (or characters) of wage decisions based on the type of construction. DOL established these categories and provides details of each one in All Agency Memoranda Nos. 130 and 131. DOL provides further guidance in All Agency Memorandum 236, Prevailing Wage Resource Book, and Field Operations Handbook, Chapter 15. The four categories include:

1. **Residential:** Residential construction includes the construction, alteration, or repair of single-family houses or apartment buildings of no more than four stories in height. This typically includes all incidental items unless there is an established area practice to the contrary.

Incidental items are elements of a project whose function is to support the principal purpose and do not change the overall character of work. Examples of incidental items include sidewalks and handrails installed to support residential or building projects. While sidewalks intrinsically constitute “highway” construction, this element considered in conjunction with a residential or building project becomes incidental to the principal purpose of the construction and is subject to the same wage decision that applies to the principal purpose.



Character of work (continued)

2. **Building:** Building construction generally is the construction of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment, or supplies. This category includes buildings exceeding four stories in height that have housing units and buildings of four stories or less that do not have housing units. This category also includes incidental items such as grading, sidewalks, and utilities. Building examples include high-rise apartment buildings, nursing homes and convalescent facilities, community centers, fire stations, commercial buildings, parking garages, and dormitories.
3. **Highway:** Highway construction includes the construction, alteration, or repair of roads, streets, highways, alleys, parking areas, and other similar projects not incidental to the main category of construction, which is either residential or building for housing development projects.
4. **Heavy:** Heavy construction includes those projects that are not properly classified as “residential,” “building,” or “highway.” Some examples include antenna towers, canals, landscaping, drainage and irrigation projects, permanent erosion control, storm sewers, and storage tanks.

General wage decisions

Most Davis-Bacon wage decisions are general wage decisions. DOL usually publishes these annually and may modify or supersede them throughout the year. LCAs and HUD Labor Standard Specialists (LSS) may use general wage decisions without advance notice or approval from DOL. Most Davis-Bacon wage decisions are available as published

general wage decisions.

General wage decisions and project wage decisions may be modified from time to time to keep them current, correct errors, and for other purposes. Modifications may be limited to one or more particular work classifications and wage rates. Modifications are effective to a project if HUD or an LCA receives them, or if notice of the modification is published at www.sam.gov prior to the lock-in date. Modifications to a project wage decision expire on the same date as the original project wage decision. A modification to a general wage determination remains in effect until it is superseded by a subsequent modification, or the original general wage decision is superseded or cancelled.

Project wage decisions

If an appropriate wage decision (by location, character of work, or specific trade required) is not published in the general wage decisions, a project wage decision shall be requested from DOL. Project wage decisions are applicable only to the construction work specified on the request to DOL and listed on the front page of the wage decision. Project wage decisions are valid for 180 days from the date of original issuance by DOL. The issuance and expiration dates will be indicated on the front page of the wage decision. Like general wage decisions, project wage decisions may be modified.

A project wage decision may be applicable even though a general wage determination is published which covers the geographic location and character of work involved. For example: A project involves only roof replacement on a 4-story apartment building and the only classification needed for the entire contract is a roofer.



Project wage decisions (continued)

A general wage decision is published for residential construction in the county in which the project is located; however, the general wage decision does not include a roofer classification and wage rate. In this case, the general wage decision is not relevant to the roof replacement and a project wage decision may be requested from DOL.

RESOURCE

General wage decisions and modifications are available at

www.sam.gov

This is the only online location endorsed by DOL. Project wage decisions must be requested on a case by case basis from DOL.

Project wage decisions, as needed

The LCA or LSS shall submit a completed SF-308, Request for Wage Determination And Response to Request, to the DOL National Office, allowing 30 days for receipt of the project wage decision from DOL.

Selecting the correct wage decision

The responsible contracting officer (also referred to as the contract administrator) selects and assigns wage decisions to specific contracts or projects. For HUD-administered projects (e.g., FHA-insured multifamily development), the responsible contracting officer is the LSS. In addition, the LSS provides technical support and oversight to LCAs

administering HUD programs in selecting and assigning appropriate wage decisions. Determining wage decisions is dependent upon the geographic location and the character of work (Residential, Building, Highway, and/or Heavy) assigned to the project.

A request for additional classification and wage rates may be made only after contract award. The request must originate with the contractor/ employer and must be submitted by the LCA to DOL.

MORE INFO

Conformances (additional classifications)

At times, the wage decision will not contain some of the work classification and wage rates that are needed for the construction work. In these cases, send a form SF 1444 to DOL at

whd-cbaconformance_incoming@dol.gov



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RESOURCE

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A request for additional classification and wage rates may be made only after contract award. The request must originate with the contractor/ employer and must be submitted by the LCA to DOL.

Verify contractor eligibility

Once the LCA has selected the contractor to whom they wish to award the contract, the LCA must verify that the contractor is not ineligible (e.g., debarred) from participation in Federal programs. Only the eligibility of the prime contractor needs to be verified. The U.S. General Services Administration (GSA) maintains a list of ineligible contractors, which can be accessed online at www.sam.gov.

An additional classification and wage rate will be approved by DOL where:

1. The requested work classification is used in the area of the project by the construction industry;
2. The work that will be performed is not performed by a work classification already contained in the wage decision;
3. The proposed wage rate bears a reasonable relationship to the wage rates on the wage decision; and
4. The workers that will be employed in the requested work classification (if known) or the workers' representatives (if any) agree with the proposed wage rate.

Provide contractor training

The LCA must make certain that the contractor understands its responsibilities for Davis-Bacon compliance: The principal contractor is responsible for the full compliance of all employers (the contractor, subcontractors, and any lower-tier subcontractors) with the labor standards provisions applicable to the project. LCAs may also wish to provide formal training separate from the contracting process for contractors that are interested in performing work on HUD-assisted contracts and want to learn more about what is involved.





CONTRACTOR RESPONSIBILITIES

See Section 4 in the Contractor Addendum.

CONTRACT ADMINISTRATOR RESPONSIBILITIES

See Section 5 in the Contractor Addendum.

LCA FLEXIBILITY FOR LABOR STANDARDS RESPONSIBILITIES

While some aspects of labor standards administration are inflexible, such as which wage decision is applicable to a specific project, the following aspects are not. For these, HUD leaves the preference of how to achieve end results with the LCA.

LCAs may hold preconstruction conferences for labor standards purposes.

HUD acknowledges that there are many good reasons to hold a preconstruction conference (PCC), and these conferences are strongly encouraged in order to have the opportunity to discuss topics such as construction inspections, progress and contractor payment requirements, Section 3 employment and training, and other issues particular to the project. However, HUD has determined that the time and resources used to conduct and document PCCs for labor standards purposes do not yield measurably better results.

Many contractors have prior Davis-Bacon contract experience and have demonstrated successful performance. These contractors do not require the repetitive basic training that is provided at most PCCs. Contractors new to Davis-Bacon projects that understand the basic requirements and choose not to comply will likely not be persuaded to fully comply just because they attended a PCC.

LCAs may prepare Project Wage Rate Sheets

Some general wage decisions cover large areas (e.g., several counties or different characters of construction) and may contain wage rates that do not apply to the contract/project to which the wage decision applies. Such wage decisions can be difficult to decipher and confusing to contractors and subcontractors, and to the workers reviewing the wage decision to determine whether they are being paid correctly. For ease of reference for the LSS/LCA, the prime contractor and any subcontractors, and the workers, the LSS/LCA may prepare a form HUD-4720, Project Wage Rate Sheet, which should reflect the most commonly used work classifications and wage rates as contained in the wage decision applicable to the project. The Project Wage Rate Sheet should be prepared only after the wage decision has been “locked-in” by contract award or start of construction, as applicable. The Project Wage Rate Sheet does not replace the wage decision; it is only provided as a convenience. If there is a conflict between the Project Wage Rate Sheet and the wage decision, the wage decision prevails.

LCAs can prepare a Project Wage Rate Sheet for contracts using the onscreen fillable versions in either the HUD Forms or DBLS websites. HUD DBLS staff is available to provide assistance to LCAs in preparing Project Wage Rate Sheets. HUD strongly recommends incorporation of the full wage decision text into bid solicitations and contracts, either in hard copy or by specific reference.

LCAs may develop their own labor standards file system

HUD believes that LCAs can best determine how to maintain their files provided that certain minimum requirements are met. The minimum requirements include compliance with DOL regulations that certified payrolls and basic records relating to the payrolls be preserved for no less than three years after completion of the project and the resolution of any enforcement actions that may carry over after completion. In addition, the files must be maintained in such a way that the LCA can utilize them to demonstrate its own compliance with its labor standards administration and enforcement responsibilities. For example, the LCA must, at HUD's request, demonstrate how it has documented that the eligibility of the prime contractor was verified for each contract.

LCAs may target on-site interviews with laborers and mechanics

HUD is interested in using on-site interviews as a proactive enforcement tool rather than to meet a "representative sampling" quota. Instead of conducting interviews randomly for the sake of assembling a sample, LCAs are encouraged to target interviews to projects or groups of workers where violations are suspected or alleged. In this way, on-site interviews can be used to support a specific ongoing enforcement action. HUD realizes that this approach may mean that fewer on-site interviews may be conducted randomly; HUD considers targeting a far more efficient and effective means of utilizing on-site interview resources.

LCAS may limit payroll reviews to spot-checks and HUD-11 (Employee Interview Form) comparison

The goal: to detect falsification. HUD believes that serious violations involving underpaid workers and significant wage restitution may be overlooked because the contract administrator is overtasked with HUD-mandated payroll review minutiae. HUD recognizes that it is not possible to conduct payroll reviews in 100% of cases; therefore, it is not possible to identify and correct every discrepancy and underpayment. It is also the case that the violations disclosed behind falsified payrolls are much more egregious (both in terms of affected workers and the amount of underpayment) than violations that appear on the face of the payroll records. Accordingly, HUD has prioritized payroll reviews so that the objective is to detect falsification, and so that enforcement activities will yield the greatest impact. HUD has developed guidance on how to detect falsification through spot-checks and HUD-11 interview comparison. (See Willful Violations and Falsification Applicability in Appendix III-1.)



LCAS may limit payroll reviews to spot-checks and HUD-11 (Employee Interview Form) comparison (continued)

Routine payroll review results may be communicated to the prime contractor by telephone and documented with a record in the file. Many times, the types of deficiencies that come to the attention of the contract administrator can be handled more efficiently and just as effectively with good informal communication (e.g., a telephone call, email, etc.) with the employer/prime contractor rather than with formal letters. Examples of the types of issues that could easily be addressed informally—assuming the cooperation of both sides—include a missing payroll report or missing apprenticeship certificates, requests for employee authorizations for deductions, small underpayments that appear on the face of the payroll, and similar matters. With the prime contractor's cooperation, these matters can be disposed of quickly with a telephone call and a brief note to the contract file documenting the call. If the employer/prime contractor does not respond appropriately to this type of communication, it may be necessary to resort to more formal means.

RESOURCE

The Department of Housing and Urban Development (HUD) one stop forms resource page.

www.hud.gov/program_offices/administration/hudclips/forms





FEDERAL LABOR STANDARDS COMPLIANCE CHECKLIST FOR DAVIS-BACON COVERED PROJECTS

RESOURCE

See LCA DBRA Checklist online at the link below:

https://www.hud.gov/program_offices/davis_bacon_and_labor_standards/OLRLibrary

REVIEWING PAYROLLS

See Section 7 in the Contractor Addendum.

REPORTING PAYROLLS

See Section 8 in the Contractor Addendum.

PAYROLL COMPLIANCE REVIEWS AND CORRECTIONS

Compliance reviews

The contract administrator or other inspector may visit the project site and interview some of the workers concerning their employment on the project. DOL may also independently conduct its own reviews (see 10.2.2 in the Contractor Addendum). In addition, the contract administrator will periodically review payrolls and related submissions, comparing the interview information to the payrolls, to ensure that the labor standards requirements have been met. Contractors will be notified by

the contract administrator if these reviews find any discrepancies or errors, and will be given instructions about what steps must be taken to correct any problems.

On-site interviews

Every employer (contractor, subcontractor, etc.) must make their employees available for interview at the job site with the contract administrator or other agency representative (or HUD or DOL representative). The interviews are confidential and the employees will be asked about the number of hours they work, the kind of work they perform, and their rate of pay. Every effort will be made to ensure that these interviews cause as little disruption as possible to the ongoing work. The interviewer will record the interview information, usually on a form HUD-11, Record of Employee Interview, and forward the interviews to the contract administrator. Completed HUD-11s must be compared to the corresponding contractor and subcontractor certified payrolls to test and verify the accuracy of the payroll information.

RESOURCE

HUD 11 forms are available online in English and in Spanish in a fillable format via the HUD Forms website (www.hud.gov/program_offices/administration/hudclips/forms) and at the DBLS website (www.hud.gov/program_offices/davis_bacon_and_labor_standards/olrform).

Project payroll reviews

The contract administrator will compare the information on the interview forms to the corresponding payrolls to ensure that the workers are properly listed on the payrolls for the days and hours worked on the job site, work classification, and rate of pay. The contract administrator will also review the payroll submissions to make certain that the payrolls are complete and signed, that employees are paid no less than the wage rate for the work classification shown, that apprentice and trainee certifications are submitted (where needed), that employee or other authorizations for other deductions are submitted (where needed), etc. Contract administrators should be particularly alert for indications of payroll falsification—misinformation on payrolls to conceal underpayments. Falsification on payrolls indicates that a contractor or subcontractor is aware of its obligations, is knowingly underpaying its employees, and is attempting to avoid detection of the violations. See Appendix III-1 for an explanation of willful violations and falsification indicators.

Typical payroll errors and required corrections

Contract administrators must ensure the full correction of all discrepancies disclosed during compliance monitoring conducted by the LCA, HUD, or DOL. This includes the collection of documentation to demonstrate that corrective measures have been successfully completed. They must:

1. **Examine and resolve probable violations and complaints of underpayment.** Contract administrators must explore probable violations—particularly those involving falsification of payrolls and complaints alleging underpayments. In addition to the HUD-11, Record of Employee Interview, HUD has developed a questionnaire form (HUD-4730) and a complaint intake form (HUD-4731) for HUD and LCA use. The forms are available in onscreen fillable formats at the HUD forms website and via the DBLS website;
2. **Refer complex issues and/or falsification cases to HUD or DOL.** Some issues may be more complex than LCAs are able to address. HUD encourages LCAs to consult with the LSS for their area to secure appropriate guidance and support. HUD has decided, in consultation with DOL, that it will refer to DOL cases involving falsification of payrolls or related documents for DOL investigation. HUD strongly suggests that LCAs employ this strategy for cases involving falsification;
3. **Take steps to ensure the full resolution of any monetary liability that has or may be imposed for labor standards reasons.** Contract administrators must take prompt action to ensure that funds will be available to satisfy any labor standards liability that may be imposed. Actions include the withholding of contract payments due to the contractor and requiring funding for an escrow account to guarantee the satisfaction of any restitution and/or liquidated damages assessment that may be pending at contract closeout;



Typical payroll errors and required corrections (continued)

4. **Recommend debarment against repeat violators.** HUD has implemented a zero tolerance policy against contractors who are repeat violators of Davis-Bacon labor standards. The first time an employer is found in violation, the employer is required to pay full restitution to all affected workers and to pay any CWHSSA liquidated damages (for O/T violations) that may be assessed. In addition, the employer must provide written assurance of future compliance. If the employer promptly completes these corrective actions, HUD will not object if the LCA does not recommend debarment against the employer unless there are extenuating circumstances that warrant debarment. If the employer is found in violation again, the LCA must require full correction of any underpayments and payment of CWHSSA liquidated damages assessed. A debarment recommendation made by the LCA against the employer is expected; and
5. **Prepare and submit enforcement reports.** In accordance with DOL regulations (29 CFR Part 5, § 5.7), the contract administrator must prepare and submit to HUD an enforcement report in any case where an employer (contractor or subcontractor) has underpaid its employees by \$1,000 or more or where there is reason to believe that the violations are aggravated or willful, and prepare and submit to HUD semi-annual enforcement reports concerning all Davis-Bacon labor standards administration and enforcement activities involving all HUD-assisted programs. Enforcement reports cover wage underpayments by contractors and subcontractors.

Note that enforcement reports concern only wage violations associated with projects or contracts subject to the labor standards provisions of the DBRA.

Employer-specific enforcement reports

These enforcement reports are used for three general purposes. First, to report to the Secretary of Labor on Davis-Bacon enforcement actions successfully completed in the field by all federal, state, and local agencies. Second, to refer to the Wage and Hour Administrator investigative findings that are in dispute (e.g., where the employer contests findings of underpayment made against it and requests a hearing to appeal the findings). Third, to make recommendations for debarment and other sanctions and for recommendations concerning liquidated damages computed for CWHSSA O/T violations. (See Labor Relations Letter LR-92-02 for additional guidance concerning employer-based enforcement reports.)

6. **Semi-Annual Enforcement Reports.** HUD is required to furnish to DOL semi-annual reports (SARs) concerning the volume of DBRA-covered activities and the compliance and enforcement of DBRA labor standards provisions in HUD programs. The reports are due to DOL by April 30 and October 31 of each calendar year and cover the periods of October 1 through March 31 and April 1 through September 30, respectively. (See DOL regulations at 29 CFR § 5.7(b) and All Agency Memorandum 189.)



Typical payroll errors and required corrections (continued)

To prepare the SAR, HQLS (Headquarters Office Davis-Bacon and Labor Standards) collects data from the LSIS (Labor Standards Information System) and from each RLSO (Regional Labor Standards Officer), and then submits the report to DOL, which accepts electronic submittals of the semi-annual reports in lieu of paper copies at SemiAnnualReport@DOL.gov. HUD collects the reports from its client agencies and compiles a comprehensive report to DOL covering all HUD-assisted Davis-Bacon construction activity. The report may be completed onscreen, saved, and attached to an email message for submission purposes.

RESOURCE

A copy of the Semi Annual Report form (HUD 4710) and instructions (HUD4710i) for LCAs and are available at HUDClips (www.hud.gov/program_offices/administration/hudclips/forms) and at the Davis Bacon and Labor Standards Forms page (www.hud.gov/program_offices/davis_bacon_and_labor_standards/olrform).

MORE INFO

States may report directly to DOL, as the state chooses. PHAs, IHAs, and TDHEs should send data for Davis Bacon projects only; data relating to HUD determined maintenance wage rate projects or projects subject to Tribally determined wage rates (for construction or maintenance work) should not be included.



Common errors

The following paragraphs describe common payroll errors and the corrective steps that must be taken.

Inadequate payroll information

If an alternate payroll format used by an employer (such as some computer payrolls) is inadequate (e.g., does not contain all the necessary information that would be on the optional form WH-347), the employer will be asked to resubmit the payrolls on an acceptable form.

Missing identification numbers

If the first payroll on which an employee appears does not contain the employee's individually identifying number, the employer will be asked to supply the missing information. This information can be reported on the next payroll submitted by the employer if the employer is still working on the project. Otherwise, the employer will be asked to submit a correction certified payroll.

Incomplete payrolls

If the information on the payroll is not complete, for example, if work classifications or rates of pay are missing, the employer will be asked to send a correction certified payroll.

Classifications

If the payrolls show work classifications that do not appear on the wage decision, the employer will be asked to reclassify the employees in accordance with the wage decision, or the employer may request an ad-

ditional classification and wage rate (see Section 9 in the Contractor Addendum). If reclassification results in underpayment (i.e., the wage rate reported on the payroll is less than the rate required for the new classification), the employer will be asked to pay wage restitution to all affected reclassified employees (see Section 10 in the Contractor Addendum for instructions about wage restitution).

Wage rates

If the wage rates on the payroll are less than the wage rates on the wage decision for the work classifications reported, the employer will be asked to pay wage restitution to all affected employees.

Indications of falsification on payrolls

The greatest threat to construction workers entitled to a statutorily-mandated prevailing wage for their craft is from employers who know what is required, choose not to pay the required prevailing wage rates, and falsify CPRs to conceal the underpayments. Such willful violators see the workers' underpayment as their own gain and engage in deception to increase this gain. In addition, willful violators that successfully escape detection and are not required to pay prevailing wages will continue to bid on Davis-Bacon contracts until their violations are disclosed and administrative sanctions such as debarment are imposed.

Falsification indicators

HUD has prepared a list and explanation of four common falsification indicators that are detectable during payroll "spot-checks."



Information reported on payrolls that indicate falsification suggests willful, much more serious violations in terms of the amount of back wages that may be due and the number of employees affected.

Such cases most often warrant investigation, which can include on-site interviews, mailing questionnaires to employees, taking written statements or complaints, and other methods to gather and assess the facts of the case. See Appendix III-1 for an explanation of willful violations and falsification indicators.

Apprentices and trainees

If a copy of the employee's registration or the approved program ratio and wage schedule are not submitted with the first payroll on which an apprentice or trainee appears, the employer will be asked to submit a copy of each apprentice's or trainee's registration and/or the approved program ratio and wage schedule. If the ratio of apprentices or trainees to journeymen on the payroll is greater than the ratio in the approved program, the employer will be asked to pay wage restitution to any excess apprentices or trainees. Also, any apprentice or trainee that is not registered in an approved program must receive the journeyman's wage rate for the classification of work they performed.

Overtime

If the employees did not receive at least time and one-half for any O/T hours worked on the project, the following will occur:

1. If the project is subject to CWHSSA O/T requirements, the employer will be asked to pay wage restitution for all O/T hours worked on the project.

The employer may also be liable to the United States for liquidated damages computed at \$26 per day per violation, and indexed to increase annually. Or,

2. If the project is not subject to CWHSSA, the employer will be notified of the possible FLSA O/T violations.

Also, the contract administrator may refer the matter to DOL for further review.

Computations

If the payroll computations (hours worked times rate of pay) or extensions (deductions, net pay) show frequent errors, the employer will be asked to take greater care. Wage restitution may be required if underpayments resulted from the errors.

Deductions

If there are any "Other" deductions that are not identified, or if employee authorization isn't provided, or if there is any unusual (very high, or large number) deduction activity, the employer will be asked to identify the deductions, provide employee authorization, or explain unusual deductions, as necessary.

HUD does not enforce or attempt to provide advice on employer obligations to make deductions from employee earnings for taxes or Social Security. However, HUD may refer to the IRS or other responsible agency copies of CPRs that show wages paid in gross amounts (i.e., without tax deduction) for its review and appropriate action.



Fringe benefits

If the wage decision contains fringe benefits but the payroll does not indicate how fringe benefits were paid (neither 4(a) nor 4(b) is marked on the Statement of Compliance), the employer may be asked to submit correction certified payrolls and will be required to pay wage restitution if underpayments occurred.

However, if the basic hourly rates for the employees are at least as much as the total wage rate on the wage decision (basic hourly rate plus the fringe benefit rate), no correction is necessary.

Signature

If the payroll Statement of Compliance is not signed or is missing, the employer will be asked to submit a signed Statement of Compliance for each payroll affected. If the Statement of Compliance is signed by a person who is not a principal of the firm and that person has not been authorized by principal to sign, the employer will be asked to provide an authorization or to resubmit the Statement(s) of Compliance bearing the signature of a principal or other authorized signatory.

On-site interview comparisons

If the comparison of on-site interviews to the payrolls indicates any discrepancies (e.g., the employee does not appear on the payroll for the date of the interview), the employer will be asked to submit a correction CPR.

Correction certified payroll

Any and all changes to data on a submitted payroll report must be re-

ported on a certified correction payroll. In no case will a payroll report be returned to the prime contractor or employer for revision.

Restitution for underpayment of wages

Where underpayments of wages have occurred, the employer will be required to pay wage restitution to the affected employees. Wage restitution must be paid promptly in the full amounts due, less permissible and authorized deductions. All wages paid to laborers and mechanics for work performed on the project, including wage restitution, must be reported on a CPR. If a violation of labor standards requirements results in an underpayment of wages to employees, the LCA should notify the prime contractor to either make wage restitution or direct its subcontractor to do so. Where restitution amounts are in excess of \$10 per worker, the employer must attest to wage restitution paid on a correction certified payroll.

Notification to the Employer/Prime contractor

The contract administrator will notify the employer and/or prime contractor in writing of any underpayments that are found during payroll or other reviews. The contract administrator will describe the underpayments and provide instructions for computing and documenting the restitution to be paid. The employer/prime contractor is allowed 30 days to correct the underpayments. Note that the prime contractor is responsible to the contract administrator for ensuring that restitution is paid. If the employer is a subcontractor, the subcontractor will usually make the computations and restitution payments and furnish the required documentation through the prime contractor.



Notification to the Employer/Prime contractor (continued)

MORE INFO

The contract administrator may communicate directly with a subcontractor when the underpayments are plainly evident and the subcontractor is cooperative. It is best to work with the prime contractor when the issues are complex, when there are significant underpayments, and/or the subcontractor is not cooperative. In all cases, the subcontractor must ensure that the prime contractor receives a copy of the required documentation.

Computing wage restitution

Wage restitution is simply the difference between the wage rate paid to each affected employee and the wage rate required on the wage decision for all hours worked where underpayments occurred. The difference in the wage rates is called the adjustment rate. The adjustment rate times the number of hours involved equals the gross amount of restitution due. Alternatively, wage restitution may be computed by calculating the total amount of Davis-Bacon wages earned and subtracting the total amount of wages paid. The difference is the amount of back wages due.

Total hours worked times (x) adjustment rate (DB rate – rate paid)
= wage restitution due; or

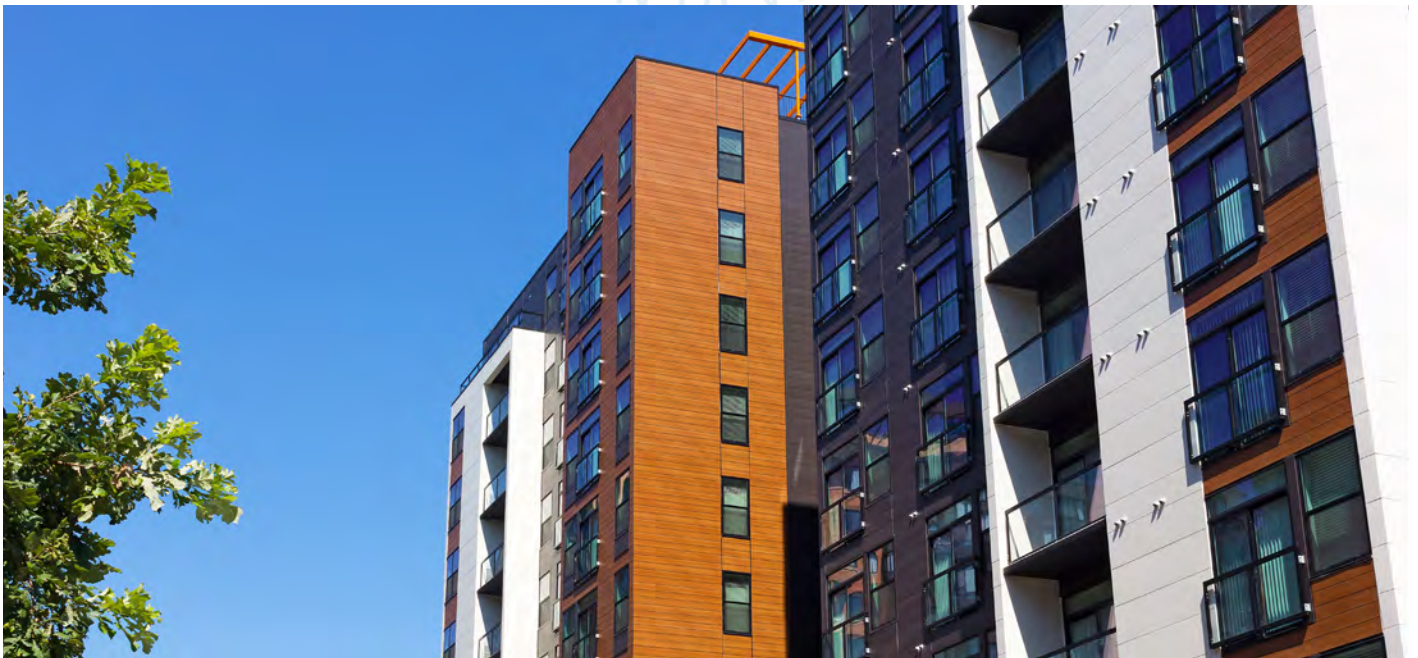
Total wages earned minus (-) total wages paid = wage restitution due.

Correction certified payrolls

The employer will be required to report the restitution paid on a correction certified payroll. The correction payroll will reflect the period for which restitution is due (e.g., Payrolls #1 through #6, or a beginning date and ending date). The correction payroll will list each employee to whom restitution is due and their work classification, the total number of work hours involved (daily hours are usually not applicable for wage restitution), the adjustment wage rate (the difference between the required wage rate and the wage rate paid), the gross amount of restitution due, deductions, and the net amount actually paid. A properly signed Statement of Compliance must accompany the correction payroll. HUD no longer requires the signature of the employee on the correction payroll to evidence employee receipt of restitution payment. In addition, except in the most extraordinary cases, HUD no longer requires employers to submit copies of restitution checks (certified, cashier's, canceled, or other) or employee-signed receipts or waivers.

MORE INFO

In the course of basic enforcement and corrections, the employer need only submit a correction CPR to evidence wage restitution paid. Other documentation such as copies of checks, copies of cancelled checks, receipts signed by the employees, employee signatures on the correction CPR, etc., is not required.



Review of correction CPR

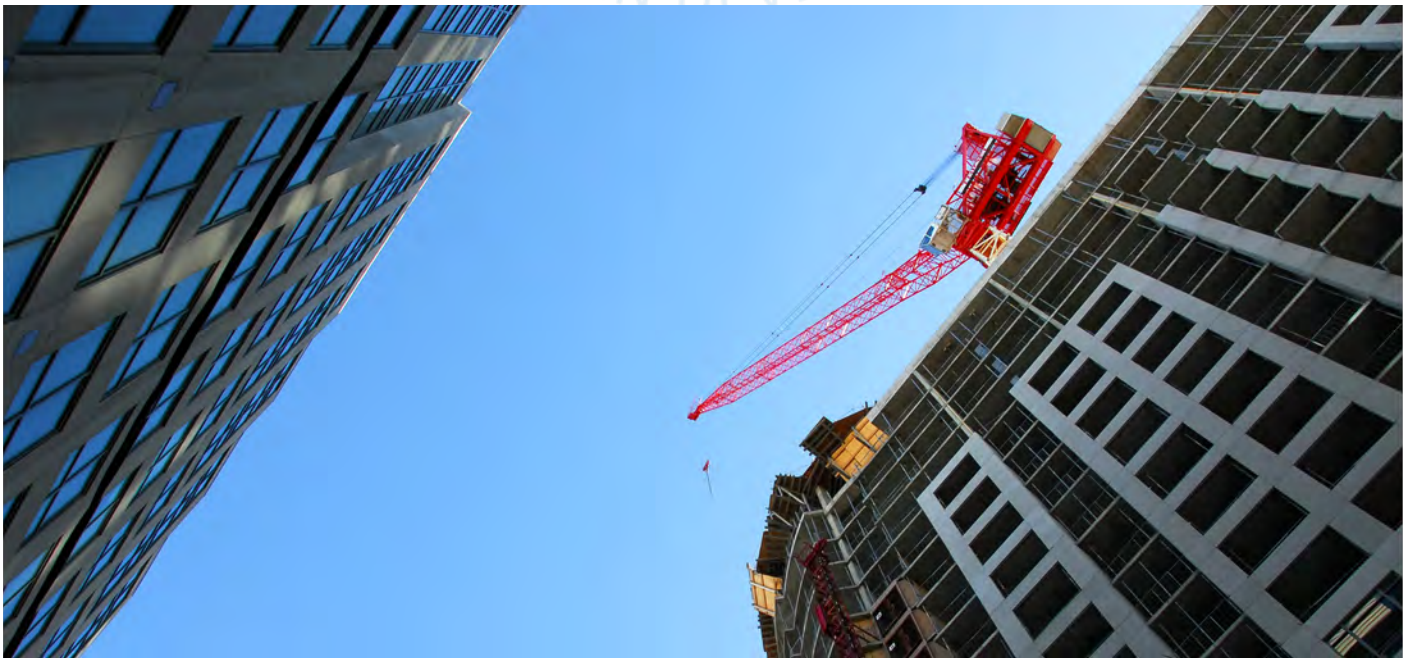
The contract administrator will review the correction certified payroll to ensure that full restitution was paid. The prime contractor shall be notified in writing of any discrepancies and will be required to make additional payments, if needed, documented on a correction certified payroll within 30 days.

Withholding payments due to the contractor

If wage violations are not corrected within 30 days after notification to the prime contractor, the LCA may cause the withholding of payments due to the contractor in the amount needed to ensure the full payment of restitution and, if applicable, liquidated damages computed for CWHSSA O/T violations. Only the amounts necessary to meet the potential back wage and CWHSSA liquidated damages liabilities should be withheld.

Unfound workers

Sometimes, wage restitution cannot be paid to an affected employee because, for example, the employee has moved and cannot be located. After wage restitution has been paid to all the workers who could be located, the employer must submit a list of any workers who could not be found and paid (i.e., unfound workers), providing their name, Social Security number, last known address, and the gross amount due. In such cases, at the end of the project the prime contractor will be required to place in a deposit or labor standards escrow account an amount equal to the total gross amount of restitution that could not be paid because the employee(s) could not be located. The contract administrator will continue attempts to locate the unfound workers for three years after the completion of the project. After three years, any amount remaining in the account for unfound workers will be credited and/or forwarded by the contract administrator to HUD. Contact the HUD LSS for your area if you encounter this situation.





**ADDITIONAL WORK
CLASSIFICATION AND
WAGE RATES**

See Section 9 in the Contractor Addendum.

SANCTIONS AND RESTITUTION

See Section 9 in the Contractor Addendum.

APPENDIX

- Appendix I-1 Reorganization Plan No. 14 of 1950
- Appendix I-2 Delegations of Authority
- Appendix I-3 Labor Standards Core Work Activities
- Appendix II-1 HUD Davis-Bacon Related Acts
- Appendix II-2 Davis-Bacon Act Copeland Anti-Kickback Act
- Appendix II-3 Contract Work Hours and Safety Standards Act
- Appendix II-4 Federal Labor Standards Coverage in Major HUD Programs
- Appendix II-5 Factors of Labor Standards Applicability
- Appendix III-1 HUD’s Willful Violations and Falsification Applicability
- Appendix III-2 Sample Deposit Schedule
- Appendix III-3 Sample Tax Withholding Notice
- Appendix III-4 Unfound Worker Schedule
- Appendix III-5 Refund of Deposit Memorandum Template
- Appendix IV-1 Acronyms and Symbols



DAVIS-BACON AND LABOR STANDARDS CONTRACTOR GUIDE ADDENDUM

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INTRODUCTION

This Guide has been prepared for you as a contractor performing work on construction projects that are assisted by the Department of Housing and Urban Development and subject to Davis-Bacon prevailing wage requirements. This Guide does not address contractor requirements involved in direct Federal contracting where HUD or another Federal agency enters into a procurement contract. In this latter case, the Federal Acquisition Regulations (FAR) are applicable. While the guidance contained in this Guide is generally applicable to any Davis-Bacon covered project, specific questions pertaining to direct Federal contracts should be addressed to the Contracting Officer who signed the contract for the Federal agency.

Our objective here is to provide you with a guide that is simple and non-bureaucratic yet comprehensive, and will help you better understand and comply with Davis-Bacon labor standards. HUD's Office of Davis Bacon and Labor Standards worked closely with the Department of Labor's Wage and Hour Division to make sure that the labor standards provisions in your contract and the specifics of complying with them represent the latest information. It is the Department of Labor that has general administrative oversight of all Federal contracting agencies, such as HUD, which administer the day-to-day responsibilities of enforcing Davis-Bacon provisions in construction contracts that they either fund or assist in funding.

This Guide contains six main chapters. The first chapter includes the laws and regulations associated with Federal labor standards administration and enforcement. The second chapter lists the responsibilities of contractors and of state, tribal, and local contracting agencies that administer HUD programs. The third chapter lists wage basics, including wage decisions, wage classifications, and wage rates, to provide background for the rest of the Guide. The fourth chapter discusses reviewing and reporting payrolls. The fifth chapter delves into additional work classifications and wage rates. The sixth and final chapter discusses sanctions and restitution. For further background, the DBLS Agency Guide may be used as a reference.

Finally, not all HUD construction projects are covered by Davis-Bacon wage rates. For the purpose of this Guide, we are assuming that a determination has already been made that Davis-Bacon wage rates are applicable. Should you wish assistance in determining whether Davis-Bacon wage rates apply to a particular project or if you need other related technical assistance, please consult with the HUD Labor Standards Field staff for your area.

RESOURCE

Visit the Office of Davis Bacon and Labor Standards online:

www.hud.gov/program_offices/davis_bacon_and_labor_standards

BASIC DBA DEFINITIONS

See Section 3 in the Agency Guide.



LAWS AND REGULATIONS

The Davis-Bacon Act (DBA)

The Davis-Bacon Act (DBA) requires the payment of prevailing wage rates (determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of \$2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works. Most HUD construction work is not covered by the DBA itself since HUD seldom contracts directly for construction services. Most often, if DB applies to a HUD project is it because of a labor provision contained in one of HUD's "Related Acts" (see 5.9 in the Agency Guide). The Related Acts are often referred to as the Davis-Bacon and Related Acts or DBRA.

The Contract Work Hours and Safety Standards Act (CWHSSA)

CWHSSA requires time and one-half pay for overtime (OT) hours (over 40 in any workweek) worked on a covered project. The CWHSSA applies to both direct federal contracts and to federally-assisted contracts where those contracts require or involve the employment of laborers and mechanics and where federal wage standards (e.g., Davis-Bacon or HUD-determined prevailing wage rates) are applicable. CWHSSA provisions apply to all laborers and mechanics, including watchmen and guards, employed by any contractor or subcontractor. CWHSSA also applies to maintenance laborers and mechanics employed by contractors or subcontractors engaged in the operation of Public Housing Agencies (PHA), Tribally Designated Housing Entities (TDHE), and Indian Housing Agencies (IHA) developments.

Exemptions:

CWHSSA O/T provisions do not apply where the federal assistance is only in the nature of a loan guarantee or insurance.

CWHSSA O/T provisions do not apply to prime contracts of \$100,000 or less.

The Copeland Act (Anti-Kickback Act)

The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to kickback, (i.e., give up or pay back) any part of their wages. The Copeland Act requires every employer to submit weekly certified payroll reports, and regulates permissible payroll deductions.

The Fair Labor Standards Act (FLSA)

The FLSA governs matters such as federal minimum wage rates and O/T. These standards are generally applicable to any labor performed and may be pre-empted by other (often more stringent) federal standards such as the DBRA prevailing wage requirements and CWHSSA O/T provisions. The authority to administer and enforce FLSA provisions resides solely with DOL.

Davis-Bacon Regulations

DOL has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR). These regulations can be found in Title 29 CFR Parts 1, 3, 5, 6, and 7. Part 1 explains how DOL establishes and publishes DBA wage determinations (also referred to as wage decisions) and provides instructions on how to use the determinations. Part 3 describes Copeland Act requirements for payroll deductions and the submission of weekly CPRs. Part 5 covers the labor standards provisions that are in contracts relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. Part 6 provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Finally, Part 7 sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

DOL Regulations are available online: www.ecfr.gov/current/title-29

Construction Contract Provisions and Labor Standards Administration

Labor standards administration involves the activities that take place primarily before construction begins. Administration sets the stage for the compliance activities that occur during the construction phase. The first and sometimes most difficult step is determining whether and to what extent Davis-Bacon wage standards apply to a particular contract or project. The Factors of Labor Standards Applicability (see Appendix II-6) should be helpful. Most HUD-assisted construction work is covered by Davis-Bacon, but there are some exceptions. The best and safest approach is to first assume that Davis-Bacon requirements will be applicable whenever the contract/project involves construction work valued in excess of \$2,000, then look more closely to see if there is any reason for non-coverage. Each contract subject to Davis-Bacon labor standards requirements must contain labor standards clauses and a Davis-Bacon wage decision. These documents are normally wound into the contract specifications.

The labor standards clauses

The contract for construction is the vehicle to ensure contractor compliance and Davis-Bacon wage enforcement. Therefore, the bid specifications and/or the contract for each project subject to Davis-Bacon wage rates must contain both a Davis-Bacon wage decision and labor standards clauses. The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the Davis-Bacon wage and reporting

requirements and with the O/T provisions of the CWHSSA (applicable only when the prime contract is valued at over \$100,000). The labor standards clauses also provide for remedies in the event of violations, including the withholding of payments due to the contractor to ensure the payment of wages or liquidated damages that may be found due, and sanctions should violations occur. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project. HUD has standard forms that contain contract clauses. For example, the HUD-92554M, Supplementary Conditions Of The Contract for Construction, which is issued primarily for FHA (Federal Housing Administration) multifamily housing and other construction projects administered by HUD; the HUD-4010, Federal Labor Standards Provisions, which is used for CDBG (Community Development and Block Grant) and HOME (HOME Investment Partnerships Program) projects; and the HUD-5370, General Conditions for Construction Contracts (construction contracts >\$150,000) or the HUD-5370-EZ, General Contract Conditions for Small Construction/Development Contracts (construction contracts >\$2,000 but ≤\$150,000) which are used for Public and Indian Housing projects. These should be wound into the contract specifications or incorporated by specific reference in the bid/contract documents (see Labor Relations Letter 96-03).



Davis-Bacon Wage Decisions

The term “wage decision” includes the original decision and any subsequent decisions that modify, supersede, correct, or otherwise change the provisions of the original decision. The term “wage decision” is used within this Guide to mean the Davis-Bacon wage decision. The terms “wage decision” and “wage determination” are used interchangeably. A wage decision is a schedule of construction work classifications, wage rates, and fringe benefits that represent the minimum rates that must be paid to workers employed in those classifications. Wage decisions are established for defined geographic areas, usually by county or group of counties, and four general characters of construction work.

RESOURCE

The Department of Housing and Urban Development (HUD) one stop forms resource page.

www.hud.gov/program_offices/administration/hudclips/forms

RESOURCE

All current Davis Bacon wage decisions can be accessed online at no cost at www.sam.gov





CONTRACTOR RESPONSIBILITIES

The principal contractor is responsible for the full compliance of all employers (the contractor, subcontractors, and any lower-tier subcontractors) with the labor standards provisions applicable to the project. Because of the contractual relationship between a prime contractor and their subcontractors, subcontractors generally should communicate with the contract administrator only through the prime contractor. (See Contract Administrator Responsibilities, below.)

CONTRACT ADMINISTRATOR RESPONSIBILITIES

The contract administrator is responsible for the proper administration and enforcement of the Federal labor standards provisions on contracts covered by Davis-Bacon requirements. This term is used to represent the person (or persons) who will provide labor standards advice and support to contractors and other project principals (e.g., owner, sponsor, architect), including providing the proper Davis-Bacon wage decision (see 6.1, The Wage Decision) and ensuring that the wage decision and contract clauses are incorporated into the contract for construction. The contract administrator also monitors labor standards compliance (see Section 12, Payroll Compliance Reviews and Corrections, in the Agency Guide) by conducting interviews with construction workers at the job site and reviewing payroll reports, and oversees any enforcement actions that may be required.

The contract administrator could be an employee or agent of HUD, or of a city or county or public housing agency. For HUD projects administered directly by HUD staff, usually FHA-insured multifamily projects, the contract administrator will be the HUD Labor Standards field staff. But many HUD-assisted projects are administered by local contracting agencies such as PHAs, TDHES, and States, cities and counties under HUD's CDBG and HOME programs.

In these cases, the contract administrator will likely be local agency staff. In either case, the guidance for contractors remains essentially the same.

DOL also has a role in monitoring Davis-Bacon administration and enforcement. In addition, DOL has independent authority to conduct investigations. A DOL investigator or other DOL representative may visit Davis-Bacon construction sites to interview construction workers or review payroll information.

RESOURCE

Program technical guidance

For interpretations of program requirements or handbooks and instructions on the use of forms:

Housing Programs - See our [Contact List](#) for help.



WAGE BASICS

The Wage Decision

Davis-Bacon labor standards stipulate the wage payment requirements for skilled workers, operators, truck drivers, and laborers—for example: carpenters, electricians, plumbers, roofers, rollers, screeds, bulldozers, water wagons, dump trucks, and other construction work classifications that may be needed for the project. The Davis-Bacon wage decision that applies to the project contains a schedule of work classifications and wage rates that must be followed.

Remember, the wage decision is contained in the contract specifications along with the labor standards clauses. See 5.12 in the Agency Guide.

The work classifications and wage rates

A Davis-Bacon wage decision is simply a listing of different work classifications and the minimum wage rates that must be paid to anyone performing work in those classifications.

You'll want to make sure that the work classifications you need are contained in the wage decision, and make certain that you know exactly what wage rate(s) you will need to pay. Some wage decisions cover several counties and/or types of construction work (e.g., residential and commercial work) and can be lengthy and difficult to read. The contract administrator (HUD Labor Standards field staff or local agency staff) is available to assist with any trouble reading the wage decision or finding the applicable work classification(s).

To make reading lengthy wage decisions easier, a contract administrator may prepare a Project Wage Sheet (HUD-4720). This sheet is a one-page transcript that will show only the classifications and wage rates for a project. A blank copy of a Project Wage Rate Sheet is provided in the Appendix.

RESOURCE

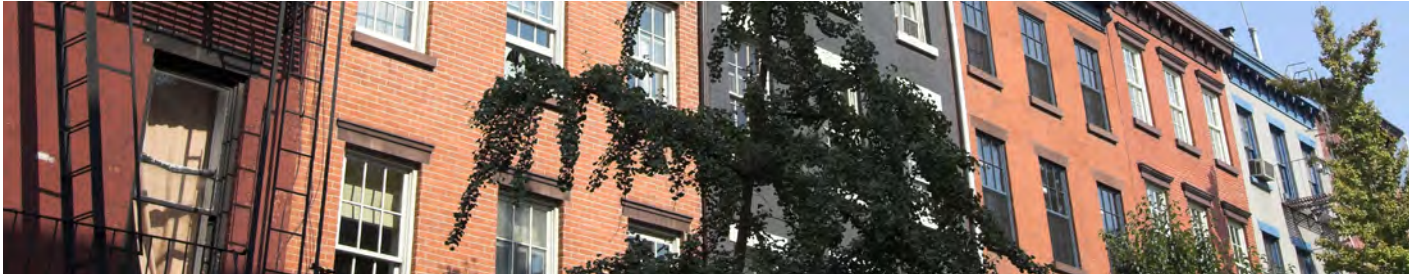
A fillable version of this form is available online at HUDClips www.hud.gov/program_offices/administration/hudclips/forms. Contact the contract administrator monitoring the project for assistance with a Project Wage Rate.

Posting the wage decision, Davis-Bacon poster, and Additional Classifications wages

The prime contractor is responsible for posting a copy of the wage decision (or the Project Wage Rate Sheet), a copy of the DOL Davis-Bacon poster titled Employee Rights Under the Davis-Bacon Act (Form WH-1321), and Additional Classifications wages at the job site in a place that is easily accessible to all the construction workers employed on the project and where the wage decision and poster will not be destroyed by wind, rain, etc. The purpose of this posting is to provide information to the construction laborers and mechanics working on the project about their entitlement to the prevailing wage for their trade, and to advise them whom to contact (the contract administrator) if they have any questions or want to file a complaint.

RESOURCE

The Employee Rights Under the Davis Bacon Act poster replaces the Notice To All Employees. The new poster is available in English and Spanish online at: www.hud.gov/program_offices/davis_bacon_and_labor_standards/olrmk13.



REVIEWING PAYROLLS

Certified Payroll Reports (CPRs)

To demonstrate compliance with labor standards requirements, each employer shall prepare, certify, and submit payroll reports for each week to the sponsor, applicant, or owner for any contract work that is performed. See 29 CFR § 5.5(a)(3)(ii) for information on CPRs.

CPR format

Employers on an FHA project are required to use the HUD-authorized Electronic Payroll System (EPS) to submit CPR reports. If an approved electronic payroll reporting system is not being used by the LCA, the employer must ensure that all information from DOL Payroll Form WH-347 is included and that the LSS can reasonably interpret it. Form WH-347 is available online at www.dol.gov/whd/forms/wh347.pdf.

Submission requirements

Each employer shall submit payroll reports beginning with the first week such employer performs work on the site of the work. Employers shall submit reports promptly following the close of each such pay week.

“No Work” payrolls

Employers are not required to submit reports for weeks during which no work was performed at the site of work, provided that the payroll reports are numbered sequentially or that the employer has provided written notice that its work on the project has been suspended.

Weekly payroll certification

Each weekly payroll submitted shall be accompanied by a “Statement of Compliance” that bears the original signature of the owner, executive/corporate officer, or a designee authorized by the owner or officer. The signature must be in ink; pencil is not acceptable. Signature stamps, photocopies, and facsimiles are not acceptable. The employer may utilize the reverse side of the DOL Payroll Form WH-347 as its Statement of Compliance or another document that contains the same language prescribed on the reverse of the WH-347.

False Submissions

The falsification of any of the above certifications may subject the employer to civil or criminal prosecution under § 1001 of Title 18 and § 231 of Title 31 of the United States Code (USC).

Payroll Review and Submission

The prime contractor should review each subcontractor's payroll reports for compliance prior to submitting the reports to the contract administrator. Remember, the prime contractor is responsible for the full compliance of all subcontractors on the contract and will be held accountable for any wage restitution that may be found due to any laborer or mechanic that is underpaid and for any liquidated damages that may be assessed for O/T violations. All the payroll reports for any project must be submitted to the contract administrator through the prime contractor.

An alert prime contractor that reviews subcontractor payroll submissions can detect any misunderstandings early, prevent costly underpayments, and protect itself from financial loss should underpayments occur.

Payroll Retention

Every contractor (including every subcontractor) must keep a complete set of their own payrolls and other basic records—such as employee addresses and full SSNs, time cards, tax records, evidence of fringe benefit payments—for a Davis-Bacon project for at least three years after the project is completed. The prime contractor must keep a complete set of all the payrolls for every contractor (including subcontractors) for at least three years after completion of the project.

Payroll Inspection

In addition to submitting payrolls to the contract administrator, every contractor (including subcontractors) must make their own copy of the payrolls and other basic records available for review or copying to any authorized representative from HUD or DOL.





REPORTING PAYROLLS

Completing a Payroll Report

Each employer shall maintain payroll records with respect to their own workforce employed at the site of the work. The prime contractor shall maintain such records relative to all laborers and mechanics working at the site of the work during the course of the construction work for at least three years following the completion of the work. Such records shall contain:

Project and contractor/subcontractor information

Each payroll must identify the contractor or subcontractor's name and address, the project name and number, and the week ending date. Week dates must be indicated in the spaces provided. Numbering payrolls is optional but strongly recommended.

Employee information

The name and an individually identifying 4-digit number for each laborer and mechanic. Employers must always maintain each employee's address and full Social Security number (SSN) during the construction of the project and for no less than three years following completion. This information must be made available to the prime contractor, HUD, and/or the LCA upon request.

Employers (prime contractors and subcontractors) must maintain the current address and full SSN for each employee and must provide this information upon request to the contracting agency or other authorized representative responsible for Federal labor standards compliance monitoring. Prime contractors may require a subcontractor to provide this information for the prime contractor's records. DOL has modified form WH-347, Payroll, to accommodate these reporting requirements.

Work classification

Each employee must be classified in accordance with the wage decision based on the type of work they perform.

Apprentices or trainees

The first payroll on which any apprentice or trainee appears must be accompanied by a copy of that apprentice's or trainee's registration in a registered or approved program. A copy of the portions of the registered or approved program pertaining to the wage rates and ratios shall also accompany the first payroll on which the first apprentice or trainee appears.

Split classifications

For an employee that worked in a split classification, make a separate entry for each classification of work performed, distributing the hours of work to each classification accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon the total gross amount earned for all classifications.

Hours worked

The payroll should show only the regular and O/T hours worked on one particular project. The employer must show both the daily and total weekly hours for each employee. If an employee performs work at job sites other than the project for which the payroll is prepared, those "other job" hours should not be reported on the payroll. In these cases, employers should list the employee's name, classification, hours for this project only, the rate of pay and gross earnings for this project, and the gross earned for all projects. Deductions and net pay may be based upon the employee's total earnings (for all projects) for the week.

Rate of pay

Employers must show the basic hourly rate of pay for each employee for one particular project. If the wage decision includes a fringe benefit and the employer does not participate in approved fringe benefit programs, the employer must add the fringe benefit rate to the basic hourly rate of pay, and must list the O/T rate if O/T hours were worked.

Piece-work

For any piece-work employees, the employer must compute an effective hourly rate for each employee each week based upon the employee's piece-work earnings for that week. To compute the effective hourly rate, divide the piece-work earnings by the total number of hours worked, including consideration for any O/T hours.

The effective hourly rate must be reflected on the certified payroll. This hourly rate may be no less than the wage rate (including fringe benefits, if any) on the wage decision for the classification of work performed. It does not matter that the effective hourly rate changes from week to week, only that the rate is no less than the rate on the wage decision for the classification of work performed.

Remember, the O/T rate is computed at one and one-half times the basic rate of pay plus any fringe benefits. For example, if the wage decision requires \$10/hour basic plus \$5/hour fringe benefits, the O/T rate would be: $(\$10 \times 1.5) + \$5 = \$20/\text{hour}$.

Gross wages earned

Show the gross amount of wages earned for work performed on a particular project. Note: Employees with work hours and earnings on other projects may show gross wages for a particular project over gross earnings from all projects (e.g., \$425.40/\$764.85) and base deductions and net pay on the "all projects" earnings.

Deductions

Show the amounts of any deductions from the gross earnings. "Other" deductions should be identified (e.g., Savings Account or Loan Repayment). Any voluntary deduction (i.e., not required by law or by an order of a proper authority) must be authorized in writing by the employee or provided for in a collective bargaining (union) agreement. A short note signed by the employee is all that is needed and should accompany the first payroll on which the other deduction appears. The note needs to show the type, amount, and frequency of the deduction. A new deduction authorization is required when any of the aforementioned items change.

MORE INFO

Only one employee authorization is needed for recurring (e.g., weekly) "other" deductions. Written employee authorization is not required for income tax and Social Security deductions.



Net pay

Show the net amount of wages paid.

Statement of Compliance

The Statement of Compliance is the certification. It is located on the reverse side of a standard payroll form (WH-347). Employers must be sure to complete the identifying information at the top, particularly if attaching the Statement of Compliance to an alternate payroll form such as a computer payroll. Also, the employer must check either 4(a) or 4(b) if the wage decision contains a fringe benefit. Checking 4(a) indicates that the employer is paying required fringe benefits to approved plans or programs; and 4(b) indicates that the employer is paying any required fringe benefit amounts directly to the employee by adding the fringe benefit rate to the basic hourly rate of pay. If the employer is paying a portion of the required fringe benefit to programs and the balance directly to the employee, the employer must explain those differences in box 4(c).

Signature

For paper payrolls submitted, the payroll is signed with an original signature in ink. The payroll must be signed by a principal of the firm (owner or officer such as the president, treasurer, or payroll administrator) or by an authorized agent (a person authorized by a principal in writing to sign the payroll reports). Signature authorization (for persons other than a principal) should be submitted with the first payroll signed by such an agent. For paper payrolls, signatures in pencil, signature stamps, Xerox copies, PDFs, and other facsimiles are not acceptable.

MORE INFO

Only one Statement of Compliance is required for each employer's weekly payroll no matter how many pages are needed to report the employee data.





ADDITIONAL WORK CLASSIFICATION AND WAGE RATES

After contract award, if it is determined that additional work classifications are required because the wage decision lacks all the necessary classifications and wage rates, the prime contractor and, if applicable, its subcontractors employing workers in such classifications shall request an additional work classification and propose a wage rate and fringe benefits for such classification on form SF-1444, Request for Authorization of Additional Classification and Rate. The contractor or subcontractor shall make its request for a final decision through the LSS or LCA, as appropriate, to DOL at whd-cbaconformance_incoming@dol.gov. The LSS/LCA shall assist the employer in preparing the request and, if necessary, provide guidance on the policies and procedures involved.

Note: Additional work classifications and wage rates may be requested only after the effective wage decision “lock-in” date. (See DOL Regulations at 29 CFR Part 5 § 5.5(a)(1)(ii).)

Additional Work Classification and Wage Rate Parameters

Signature

Additional work classifications must be signed by DBLS for FHA-insured projects managed by HUD and signed by the LCA contracting officer for projects managed by LCAs, then forwarded to DOL with the applicable wage decision where:

The requested work classification is used in the area of the project by the construction industry;

The work that will be performed by the requested work classification is not performed by a work classification that is already contained within the applicable wage decision;

The proposed wage rate for the requested work classification bears a reasonable relationship to the wage rates on the wage decision; and

The workers that will be employed in the requested work classification (if it is known who the workers are or will be) or the workers’ representatives agree with the proposed wage rate.

General guide

The wage rate and fringe benefits proposed for any classification must be in accordance with the guidance available in All Agency Memorandum 213. The proposed wage rate and fringe benefits should bear a reasonable relationship to the entirety of the rates within the relevant category. There are four basic categories: skilled crafts, laborers, truck drivers, and power equipment operators. Additional classifications proposed for power equipment operators must specify the type(s) of power equipment involved.

Making the Request

Although a request for additional work classification and wage rate may be prompted following an LSS/LCA review, the proposal must originate with the prime contractor/employer that will utilize the work classification. The prime contractor/employer must submit the request in writing. A basic request must identify the contract/project involved, the work classification requested, and the wage rate, including any bona fide fringe benefits proposed. In some cases, it may be necessary for the prime contractor/employer to describe the work that the requested work classification would perform. The prime contractor/employer should use form SF-1444, Request for Authorization of Additional Classification and Rate, to submit the request.

LSS/LCA Review of Request

The LSS/LCA will review the prime contractor/employer's request to determine if it satisfies the approval criteria at 5.12.1.9.2. The LSS/LCA will contact the prime contractor/employer if clarification or additional information is needed to complete the review.

Signing the request, reporting to DOL

If the LSS/LCA review finds that the requested work classifications and wage rate/fringe benefits meet the criteria at 5.12.1.9.2, the LSS/LCA submits the completed SF-1444, related documentation, and the applicable wage decision to the DOL National Office for final decision using DOL's dedicated email address:

whd-cbaconformance_incoming@dol.gov.

Disagreement with the request; referring for DOL decision

If the LSS/LCA review finds that the requested work classification and wage rate/fringe benefits fails to meet the approval criteria or if the parties do not agree on the proper classification or wage rate/fringe benefits for the work described, the LSS/LCA shall prepare an SF-1444 and a written report explaining the results of the review and any issues in dispute among the parties, and shall forward these along with a copy of the applicable wage decision to the DOL National Office for its decision using the same dedicated DOL email address.

DOL decision

DOL regulations permit 30 days for DOL to respond to the SF-1444. DOL will notify the LSS/LCA in writing of its decision.

DOL approval

When DOL approves the requested additional work classification and wage rate/fringe benefits, the LSS/LCA shall provide a copy of the DOL notice of approval to the prime contractor/employer with instructions that the additional work classification and wage rate/fringe benefits must be posted on the job site with the wage decision.



DOL disapproval

When DOL disapproves the requested work classification and wage rate/fringe benefits, DOL will notify the LSS/LCA in writing of the reasons why the request cannot be approved. DOL may also indicate what work classifications/wage rate/fringe benefits could be approved for the work involved if a modified request is submitted.

Notification to the prime contractor/employer

The LSS/LCA will notify the prime contractor/employer in writing of the results of the LSS/LCA review and/or DOL decision and provide a copy of the DOL notice.

Requests for DOL reconsideration

The LSS/LCA, the prime contractor/employer, or other interested parties may request reconsideration of the DOL decision on a requested additional work classification and wage rate/fringe benefits. Such requests must be made in writing accompanied by a full statement of the interested party's views and any supporting wage data or other pertinent information.





SANCTIONS AND RESTITUTION

Introduction

Even in the best of circumstances, things can go wrong. In a Davis-Bacon context, “things going wrong” usually means there’s a difference of opinion or a dispute about whether and to what extent underpayments have occurred. These disputes are usually between the contract administrator and one or more employers (the prime contractor and/or a subcontractor). The dispute may involve something simple such as an additional classification request that is pending before DOL, or something as significant as investigative findings following a complaint of underpayment. This chapter discusses some of the things you might expect, and what you can do to make your views known and to lessen any delays in resolving the problem or issue.

Administrative Review on Labor Standards Disputes

The labor standards clauses in the contract and DOL regulations provide for administrative review of issues where there is a difference of views between the contract administrator and any employer. The most common circumstances include:

Additional classifications and wage rates

Additional classification and wage rate requests are sometimes denied by DOL. An employer that is dissatisfied with the denial can request reconsideration by the DOL Wage and Hour Administrator. The employer may continue to pay the wage rate, as requested, until a final decision is rendered on the matter. When the final decision is known, the employer will be required to pay any additional wages that may be necessary to satisfy the wage rate that is established.

Reconsideration

DOL normally identifies the reasons for denial in its response to the request. Any interested person (e.g., the contract administrator, employer, or representatives of the employees) may request reconsideration of

the decision on the additional classification request.

The request for reconsideration must be made in writing and must thoroughly address the denial reasons identified by DOL. Employer requests for reconsideration should be made through the contract administrator but may be made directly to DOL. (See DOL Regulations 29 CFR § 1.8.) All requests initiated by or made through the contract administrator or HUD must be submitted through HQLS (Headquarters Office Davis-Bacon and Labor Standards).

Administrative Review Board

Any interested party may request a review of the Administrator’s decision on reconsideration by DOL’s Administrative Review Board. DOL regulations 29 CFR Part 7 explain the procedures for such reviews. (See also 29 CFR § 1.9.)

Findings of underpayment

Compliance reviews and other follow-up enforcement actions may result in findings of underpayment. The primary goal in every case and at every step in this process is to reach agreements about who may have been underpaid and how much wage restitution may be due, and to promptly deliver restitution to any underpaid workers. The contract administrator will usually work informally with employers to reach such agreements.

Rulings and interpretations

unrelated to findings of underpayment

DOL is the authority for rulings and interpretations unrelated to findings of underpayments. This includes disputes concerning the prevailing wage rates as determined by DOL, DBRA applicability, character of work decisions, and interpretation and application of DOL regulations at 29 CFR Parts 1, 3, and 5. These and other such matters must be referred to the DOL Wage and Hour Administrator for their ruling and/or interpretation per 29 CFR § 5.13. Any request for a ruling or an interpretation from the DOL Administrator via DBLS must be submitted through HQLS with a copy to the local LSS.

Disputes concerning findings of underpayment

Underpayments usually occur when a contractor or subcontractor does not properly pay wages according to the approved wage determination and it has been identified as part of a Davis-Bacon and DBLS enforcement action. There may be other situations that also create underpayments, and they can originate from the employer, prime contractor, or any other interested party. Any underpayment decision by DBLS will include a formal decision letter with a Notice of Right to Appeal.

DOL review

DOL will review the contract administrator's report and the arguments against the findings presented in the hearing request. DOL may affirm or modify the findings based upon the materials presented. You will be notified in writing by DOL of the results of its review. If DOL concludes that violations have occurred, you will be given an opportunity to correct any underpayments or to request a hearing before a DOL ALJ. (See DOL Regulations 29 CFR § 5.11 (b) and 29 CFR Part 6, Rules of Practice for Administrative Proceedings.)

Administrative Review Board

Contractors and/or subcontractors may request a review by the Administrative Review Board of the decision(s) rendered by the DOL ALJ in the administrative hearing process. See DOL regulations 29 CFR Part 7 for more information about this proceeding.

Withholding

The contract administrator shall cause the withholding of payments due to the prime contractor to ensure the payment of wages that are believed to be due and unpaid (e.g., if wage underpayments or other violations are not corrected within 30 days after written notification to the prime contractor). DOL may also direct the withholding of contract payments for alleged wage underpayments. Withholding is serious and is not taken unless warranted. If withholding is deemed necessary, the contractor will be notified in writing. Only the amounts needed to meet the contractor's (and/or subcontractors') liability shall be withheld.



Deposits and Escrows

In some situations, certain labor standards issues are not or cannot be resolved in time to meet project closeout schedules. In order to permit a final closing/closeout to proceed while certain labor issues are outstanding, a deposit account (HUD-administered projects, e.g. multifamily housing-insured and grant programs) or an escrow account (LCA-administered projects, e.g., CDBG, HOME, HOPE VI (Housing Opportunities for People Everywhere)) may be established as a guarantee to ensure the payment of any wages that have been or may be found due to workers that were employed in the construction of the project. Deposit and escrow accounts may also hold fringe benefits payments that are due to plans or programs and/or liquidated damages that are assessed for violations of CWHSSA O/T provisions. The deposit or escrow account is controlled by the contract administrator. When a final decision is rendered, the contract administrator makes disbursements from the account in accordance with the decision. Deposit/escrow accounts are established for one or more of the following reasons:

MORE INFO

Remember, the prime contractor is responsible and will be held liable for any wage restitution that is due to any worker employed in the construction of the project, including workers employed by subcontractors and any lower-tier subcontractors. See 3.2, Responsibilities of the Principal Contractor, and 12.4, Restitution for Underpayment of Wages, in the Agency Guide.

Where the parties have agreed to amounts of wage restitution that are due, but the employer hasn't furnished evidence yet that all the underpaid workers have received their back wages (e.g., unfound workers)

The amount of the deposit is equal to the total gross amount of restitution due to workers lacking payment evidence. As these workers are paid and proper documentation is provided to the contract administrator, amounts corresponding to the documented payments are returned to the depositor. Amounts for any workers who cannot be located are held in the deposit/escrow account for three years and disposed as described in Section 11.4.1 of this Guide;

Sometimes, wage restitution cannot be paid to an affected employee because, for example, the employee has moved and cannot be located. After wage restitution has been paid to all the workers who could be located, the employer must submit a list of any workers who could not be found and paid (unfound workers). See 12.4.6 in the Agency Guide for more information.

Where underpayments are suspected or alleged and an investigation has not yet been completed

The deposit is equal to the amount of wage restitution and any liquidated damages, if applicable, that are estimated to be due. If the final determination of wages due is less than the amount estimated and placed in the escrow account, the escrow will be reduced to the final amount and the difference will be returned to the depositor. If the parties agree to the investigative findings, the amounts due to the workers will be paid by the employer. As these workers are paid and proper



documentation is provided to the contract administrator, the gross amounts corresponding to the documented payments are returned to the depositor;

If the employer is unable to make the payments to the workers (e.g., lacks the funds necessary), the contract administrator may make disbursements directly to the workers in the net amounts calculated by the employer. The amounts withheld from the workers for tax deduction will be returned to the employer as payments to workers are made. The employer shall be responsible for reporting and transmitting withholdings to the appropriate agencies.

If the employer is not cooperating in the resolution, the contract administrator shall make disbursements to the workers in accordance with the schedule of wages due. Amounts for unfound workers will be retained as described in Section 13.4.6 in the Agency Guide.

If the parties do not agree and an administrative hearing is requested, the escrow will be maintained.

MORE INFO

Remember, if you have any questions or need assistance concerning labor standards requirements, help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Standards staff in your area.

Where the parties are waiting for the outcome of an administrative hearing that has been or will be requested contesting a final determination of wages due

The deposit shall be equal to the amount of wage restitution and liquidated damages, if applicable, that have been determined due. Once a final decision is rendered, disbursements from the escrow account are made in accordance with the decision.

Administrative Sanctions

Contractors and/or subcontractors that violate the labor standards provisions may face administrative sanctions imposed by HUD and/or DOL.

DOL debarment

Contractors and/or subcontractors that are found by the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of the DBRA will be ineligible (debarred) to participate in any DBRA or Davis-Bacon Act contracts for up to three years. Debarment includes the contractor or subcontractor and any firm, corporation, partnership, or association in which the contractor or subcontractor has a substantial interest. Debarment proceedings can be recommended by the contract administrator or initiated by DOL. Debarment proceedings are described in DOL regulations 29 CFR § 5.12.

HUD sanctions

HUD sanctions may include Limited Denials of Participation (LDPs), debarments, and suspensions.



Limited Denial of Participation

HUD may issue to the employer an LDP, which prohibits the employer from further participation in HUD programs for a period of up to one year. The LDP is usually effective for the HUD program in which the violation occurred and for the geographic jurisdiction of the issuing HUD Office. HUD regulations concerning LDPs are found at 24 CFR §§ 24.700-24.714.

Debarment and suspensions

In certain circumstances, HUD may initiate its own debarment or suspension proceedings against a contractor and/or subcontractor in connection with improper actions regarding Davis-Bacon obligations. For example, HUD may initiate debarment where a contractor has been convicted for making false statements (such as false statements on certified payrolls or other prevailing wage certifications), or initiate suspension where a contractor has been indicted for making false statements. HUD regulations concerning debarment and suspension are found at 24 CFR Part 24.

Falsification of Certified Payroll Reports

Cases that involve certified payroll falsification may be referred to DOL for its investigation at the outset or referred to DOL for administrative review/hearings or other sanctions.

All referrals suggesting consideration for criminal prosecution must be submitted through the established hierarchy:



States may submit any such recommendation to DOL directly.

MORE INFO

Remember, if you have any questions or need assistance concerning labor standards requirements, help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Standards staff in your area.



"General Decision Number: MA20240013 10/11/2024

Superseded General Decision Number: MA20230013

State: Massachusetts

Construction Type: Building

County: Worcester County in Massachusetts.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: 	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: 	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a

conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/19/2024
2	03/01/2024
3	03/22/2024
4	05/31/2024
5	06/14/2024
6	07/05/2024
7	08/23/2024
8	09/13/2024
9	09/20/2024
10	10/11/2024

* ASBE0006-013 09/01/2024

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe, & Mechanical System Insulation)....	\$ 49.10	36.63

BRMA0003-004 08/01/2023		

	Rates	Fringes
TILE FINISHER.....	\$ 47.89	32.43
TILE SETTER.....	\$ 62.42	34.37

BRMA0003-005 08/01/2023		

	Rates	Fringes
BRICKLAYER (Includes Pointing, Caulking, Cleaning, and Waterproofing).....	\$ 60.26	33.71

CARP0336-001 03/01/2024		

	Rates	Fringes
CARPENTER (Includes Acoustical Ceiling installation, Batt Insulation, Drywall Hanging, Form Work, Metal Building-Metal Siding/Wall Panels, Metal Stud		

Installation, Scaffold
Building, Fireproofer, Window
and Curtain Wall Installation)...\$ 46.86 30.94

ELEC0096-003 09/03/2023

	Rates	Fringes
ELECTRICIAN		
Includes HVAC/Temperature Controls Installation.....	\$ 45.59	30.92
Low Voltage Wiring.....	\$ 34.49	31.44

ELEV0041-005 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 63.71	37.885+a+b

FOOTNOTE:

- a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.
- b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

ENGI0004-012 06/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1:		
Backhoe/Excavator/Trackhoe, Loader.....	\$ 56.03	32.75
GROUP 2: Bulldozer.....	\$ 55.41	32.75

FOOTNOTE:

- A. Paid Holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Patriot's Day, Columbus Day, Labor Day, Veterans Day; Thanksgiving Day and Christmas Day.

IRON0007-018 03/16/2024

	Rates	Fringes
IRONWORKER (Ornamental, Reinforcing, and Structural).....	\$ 54.38	36.48

LABR0721-002 06/01/2018

	Rates	Fringes
LABORER (Mason Tender-Brick).....	\$ 33.50	22.92

PAIN0035-018 07/01/2024		

	Rates	Fringes
PAINTER (Brush/Roller, Including Drywall Finisher/Taper).....	\$ 46.26	36.00

PLUM0004-004 09/01/2024		

	Rates	Fringes
PLUMBER/PIPEFITTER (Includes HVAC Pipe and Unit Installation).....	\$ 55.00	28.77

ROOF0033-005 08/01/2024		

	Rates	Fringes
ROOFER.....	\$ 51.03	35.38

SHEE0063-006 07/01/2024		

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct and Unit Installation).....	\$ 40.98	34.59

SUMA2014-002 04/04/2016		

	Rates	Fringes
LABORER: Common or General.....	\$ 39.84	12.04

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their

own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average

rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the "SA" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. §1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination

- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

PRIME UPDATE STATEMENTS ARE NOT PUBLIC RECORDS AND
ARE NOT OPEN TO PUBLIC INSPECTION (M.G.L. C.149, §44D)

TO ALL BIDDERS AND AWARDING AUTHORITIES

A COMPLETED AND SIGNED PRIME CONTRACTOR UPDATE STATEMENT MUST BE SUBMITTED WITH EVERY PRIME BID FOR A CONTRACT PURSUANT TO M.G.L. c.149, §44A AND M.G.L. c. 149A. ANY PRIME BID SUBMITTED WITHOUT AN APPROPRIATE UPDATE STATEMENT IS INVALID AND MUST BE REJECTED.

Caution: This form is to be used for submitting Prime Contract bids. It is not to be used for submitting Filed Sub-Bids or Trade Sub-Bids.

AWARDING AUTHORITIES

If the Awarding Authority determines that the bidder does not demonstrably possess the skill, ability and integrity necessary to perform the work on the project, it must reject the bid.

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 Prime Contractor Update Statement on behalf of the bidder named below, that I have read this Prime Contractor Update Statement, and that all of the information provided by the bidder in this Prime Contractor Update Statement is true, accurate, and complete as of the bid date.

Bid Date

Print Name of Prime Contractor

Project Number
(or name if no number)

Business Address

Awarding Authority

Telephone Number

SIGNATURE⇒

Bidder's Authorized Representative

INSTRUCTIONS

INSTRUCTIONS TO BIDDERS

- This form must be completed and submitted by all Prime contractors bidding on projects pursuant to M.G.L. c. 149, §44A and M.G.L. c. 149A.
- You must give complete and accurate answers to all questions and provide all of the information requested. **MAKING A MATERIALLY FALSE STATEMENT IN THIS UPDATE STATEMENT IS GROUNDS FOR REJECTING YOUR BID AND FOR DEBARRING YOU FROM ALL PUBLIC CONTRACTING.**
- **This Update Statement must include all requested information that was not previously reported on the Application used for your firm's most recently issued (not extended or amended) Prime Contractor Certificate of Eligibility. The Update Statement must cover the entire period since the date of your Application, NOT since the date of your Certification.**
- You must use this official form of Update Statement. Copies of this form may be obtained from the awarding authority and from the Division of Capital Asset Management and Maintenance Web Site: www.mass.gov/DCAMM.
- If additional space is needed, please copy the appropriate page of this Update Statement and attach it as an additional sheet.
- See the section entitled "Bidding Limits" in the *Instructions to Awarding Authorities* for important information concerning your bidding limits.

INSTRUCTIONS TO AWARDING AUTHORITIES

Determination of Bidder Qualifications

- It is the awarding authority's responsibility to determine who is the lowest eligible and responsible bidder. You must consider all of the information in the low bidder's 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 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 BIDDER'S ENTIRE CERTIFICATION FILE AT THE DIVISION OF**

CAPITAL ASSET MANAGEMENT AND
MAINTENANCE. Telephone (617) 727-9320 for an
appointment.

Bidding Limits

Single Project Limit: The total amount of the bid, including all alternates, may not exceed the bidder's Single Project Limit.

Aggregate Work Limit: The annual value of the work to be performed on the contract for which the bid is submitted, when added to the annual cost to complete the bidder's other currently held contracts, may not exceed the bidder's Aggregate Work Limit. Use the following procedure to determine whether the low bidder is within its Aggregate Work Limit:

<u>Step 1</u>	Review Update Statement Question #2 to make sure that all requested information is provided and that the bidder has accurately calculated and totaled the annualized value of all incomplete work on its currently held contracts (column 9).
<u>Step 2</u>	Determine the annual dollar value of the work to be performed on your project. This is done as follows: (i) If the project is to be completed in less than 12 months, the annual dollar value of the work is equal to the full amount of the bid. (ii) If the project will take more than 12 months to complete, calculate the number of years given to complete the project by dividing the total number of months in the project schedule by 12 (calculate to 3 decimal places), then divide the amount of the bid by the calculated number of years to find the annual dollar value of the work.
<u>Step 3</u>	Add the annualized value of all of the bidder's incomplete contract work (the total of column 9 on page 5) to the annual dollar value of the work to be

performed on your project. **The total may not exceed the bidder's Aggregate Work Limit.**

Correction of Errors and Omissions in Update Statements

Matters of Form: An awarding authority shall not reject a contractor's bid because there are mistakes or omissions of form in the Update Statement submitted with the bid, provided the contractor promptly

corrects those mistakes or omissions upon request of the awarding authority. [810 CMR 8.05(1)].

Correction of Other Defects: An awarding authority may, in its discretion, give a contractor notice of defects, other than mistakes or omissions of form, in the contractor's Update Statement, and an opportunity to correct such defects, provided the correction of such defects is not prejudicial to fair competition. An awarding authority may reject a corrected Update Statement if it contains unfavorable information about the contractor that was omitted from the Update Statement filed with the contractor's bid. [810 CMR 8.05(2)].

PART 1 - COMPLETED PROJECTS

LIST ALL PUBLIC AND PRIVATE *BUILDING* PROJECTS YOUR FIRM HAS COMPLETED SINCE THE DATE OF APPLICATION FOR YOUR MOST RECENTLY ISSUED (NOT EXTENDED OR AMENDED) DCAMM CERTIFICATE OF ELIGIBILITY. YOU MUST REPORT ALL REQUESTED INFORMATION NOT PREVIOUSLY REPORTED ON THAT DCAMM APPLICATION*.

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

Attach additional sheets if necessary

* If your firm 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 Update Statement.

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

PROJECT TITLE	COMPANY NAME	CONTACT PERSON	TELEPHONE
	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 - CURRENTLY HELD CONTRACTS

LIST ALL PUBLIC AND PRIVATE BUILDING AND NON-BUILDING *CONSTRUCTION* PROJECTS YOUR COMPANY HAS UNDER CONTRACT ON THIS DATE REGARDLESS OF WHEN OR WHETHER THE WORK COMMENCED.

1	2	3	4	5	6	7	8	9
PROJECT TITLE & LOCATION	WORK CATEGORY	START AND END DATES	ON SCHEDULE (yes / no)	CONTRACT PRICE	% NOT COMPLETE	\$ VALUE OF WORK NOT COMPLETE (col. 5 X col. 6)	NO. OF YEARS REMAINING (see note below)	ANNUALIZED VALUE OF INCOMPLETE WORK (col. 7 ÷ col. 8) (divided by)

ANNUALIZED VALUE OF ALL INCOMPLETE CONTRACT WORK (Total of Column 9)

\$ _____

- Column 8
- If less than one year is left in the project schedule, write 1.
 - If more than 12 months are left in the project schedule, divide the number of months left in the project schedule by 12 (calculate to three decimal places).

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

PROJECT TITLE	COMPANY NAME	CONTACT PERSON	TELEPHONE
	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. _____

For **Parts 3 and 4**, if you answer YES to any question, please provide on a separate page a complete explanation. You must report all requested information not previously reported on your most recent DCAMM Application for Prime Certificate of Eligibility. Information must supplement all judicial and administrative proceedings involving bidder's firm, which were instituted or concluded (adversely or otherwise) since your firm's Application for your most recently issued (not extended or amended) Certificate of Eligibility. Include all details [project name(s) and location(s), names of all parties involved, relevant dates, etc.].

PART 3 – GENERAL PERFORMANCE

Part 3 of the Update Statement corresponds to Section 5 of the Prime Application. The numbering below refers back to the numbered questions in the application for your reference.

Prime Application Section 5 - General Performance

	YES	NO
5.A. Has your Company been terminated prior to completion of a Contract?	☐	☐
5.B. Has your Company failed or refused to perform or complete any of its Scope of Work under any Contract prior to substantial completion?	☐	☐
5.C. Has your Company and/or any principal, officer, or individual with a Financial Interest in your Company filed for bankruptcy?	☐	☐
5.D. Has a surety for your Company taken over or been asked to complete your Scope of Work under any Contract?	☐	☐
5.E. Has a payment or performance bond been invoked against your Company on any Contract?	☐	☐
5.F. Has any surety for your Company made payment under a payment bond to a vendor or supplier or other party on any Contract?	☐	☐
5.G. Has any subcontractor filed a demand for direct payment on any of your Contracts?	☐	☐
5.H. Has a lawsuit been filed by any of your subcontractors or suppliers to enforce a mechanic's lien in connection with any of your Contracts?	☐	☐
5.I. Has there been a death of any Company employee or other person in connection with (or as the result of) performing your Company's Scope of Work on any of your Contracts?	☐	☐
5.J. Has any Company employee or other person suffered an injury while performing any tasks within the Scope of Work on any of your Contracts resulting in his/her inability to return to work for a period in excess of one year?	☐	☐

PART 4 – LEGAL OR ADMINISTRATIVE PROCEEDINGS; COMPLIANCE WITH LAWS

Part 4 of the Update Statement corresponds to section 6 of the Prime Application. The numbering below refers back to the numbered questions in the application for your reference.

Prime Application Section 6 -Legal or Administrative Proceedings; Compliance with Laws

The term “administrative proceeding” as used in this Prime Contractor 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 firm” as used in this Section “I”, shall mean any person and/or entity with a 5% or greater ownership interest in the applicant’s firm.

	YES	NO
6.A. Have any Judicial Actions or Administrative Proceedings involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled relating to the procurement or performance of any of your Contracts?	☐	☐
6.B. Have any Judicial Actions or Administrative Proceedings involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled relating to a violation of any state or federal construction procurement laws?	☐	☐
6.C. Have any criminal charges involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled relating to the procurement or performance of any of your Contracts (e.g., fraud, graft, embezzlement, forgery, bribery, falsification or destruction of records or receipt of stolen property)?	☐	☐
6.D. Have any Judicial Actions or Administrative Proceedings involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled relating to a violation of state ethics laws (in Massachusetts: M.G.L. Chapter 268A)?	☐	☐

Section 6 - Legal or Administrative Proceedings; Compliance with Laws (continued)

	YES	NO
6.E. Have any Judicial Actions or Administrative Proceedings involving your Company and/or a principal or officer or individual 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?	☐	☐
6.F. Have any Judicial Actions or Administrative Proceedings involving your Company and/or a principal or officer or individual 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 hiring and/or employment?	☐	☐
6.G. Have any Judicial Actions or Administrative Proceedings involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled for violation of any state or federal law regulating labor relations, including collective bargaining agreements, employee welfare benefit plans, employee pension benefit plans, other ERISA and non-ERISA plans?	☐	☐
6.H. Have any proceedings by a local, state, or federal agency been brought, concluded, or settled relating to decertification, debarment or suspension of your Company and/or any principal or officer or individual with a Financial Interest in your Company from construction contracting?	☐	☐
6.I. Have any Judicial Actions or Administrative Proceedings involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled relating to a violation of state or federal environmental laws?	☐	☐
6.J. Has your Company been fined or sanctioned by OSHA and/or any other state or federal agency for violations of any laws or regulations related to occupational health or safety?	☐	☐
6.K. Has your Company ever (i) failed to meet applicable workforce and/or diversity program goals, benchmarks or other requirements, and/or (ii) been sanctioned, fined and/or penalized for non-compliance with workforce policies and/or diversity programs (e.g., for MBEs, WBEs, SDVOBEs and DBEs) and/or failure to maintain and/or submit required reports, such as certified payrolls.	☐	☐
6.L. Other than previously reported in the above questions, have any Judicial Actions or Administrative Proceedings or investigations involving your Company and/or a principal or officer or individual 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?	☐	☐

PART 5 - SUPERVISORY PERSONNEL

List all supervisory personnel, such as project managers and superintendents, who will be assigned to the project if your firm 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 (**including changes in ownership, mergers, or asset/stock sales**), financial condition or bonding capacity since the date your current 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.

Attach here a copy of the list of completed construction projects which was submitted with your firm's DCAMM Application for your most recently issued (not extended or amended) DCAMM Certificate of Eligibility. The Attachment must include a complete copy of the entire Projects Table – "Completed Projects" and the final page – "Certification" (Signature Page) containing the signature and date that the Completed Projects list was submitted to the Division of Capital Asset Management and Maintenance.

IMPORTANT NOTICE TO BIDDERS

**** RESPONSIBLE EMPLOYER ORDINANCE**

and

MINORITY/WOMEN BUSINESS ENTERPRISE AND WORKER UTILIZATION

BIDDERS MUST COMPLETE FORMS EOO-101 AND REO-101, WHICH ARE PART OF THE BID SUBMISSION

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.

ALSO INCLUDED IN THIS SECTION IS A COPY OF THE AGREEMENT BETWEEN THE CITY AND THE MASSACHUSETTS COMMISSION AGAINST DISCRIMINATION THAT GOVERN THE ACTIVITIES ADDRESSED BY THE M/WBE BUSINESS ENTERPRISE AND WORKER UTILIZATION PROGRAM AND ITS ASSOCIATED FORMS CONTAINED HEREIN.

Direct any questions about these forms and procedures to:

certifiedpayrollrecords@worcesterma.gov or
purchasing@worcesterma.gov

City Hall – Room 201
455 Main Street
Worcester, MA 01608
(508) 799-1220

** This requirement applies to general bids over \$150,000 and all subcontractors at every tier exclusive of any pricing threshold.

**CITY OF WORCESTER
INITIAL STATEMENT AND CERTIFICATION OF COMPLIANCE
WITH THE RESPONSIBLE EMPLOYER ORDINANCE**

FORM REO 101 PAGE 1 OF 2

PROJECT:

CONTRACTOR:

ALL GENERAL BIDDERS, PROPOSERS, TRADE CONTRACTORS, SUBCONTRACTORS, INCLUDING SUBCONTRACTORS THAT ARE NOT SUBJECT TO G.L. c. 149, § 44F, UNDER THE GENERAL BIDDER FOR PROJECTS SUBJECT TO G.L. c. 149, § 44A(2) OR UNDER PROPOSERS FOR PROJECTS SUBJECT TO G.L. c. 149A, SHALL AS A CONDITION TO SUBMITTING A BID OR A PROPOSAL, OR OTHERWISE AS A CONDITION TO SUBCONTRACTING, VERIFY COMPLIANCE WITH THE FOLLOWING OBLIGATIONS AND SHALL CERTIFY SUCH COMPLIANCE ON A WEEKLY BASIS FOR THE DURATION OF THE PROJECT:

- 1) That the appropriate lawful 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) That the contractor maintains or participates in a bona fide apprentice training program as defined by G.L. c.23, §§11H and 11I for each apprenticeable trade or occupation represented in its workforce that is approved by the Division of Apprentice Training (DAT) of the Dept. of Labor and Workforce Development of the Commonwealth, regardless of whether or not the program qualifies as an employee welfare benefit plan under ERISA, and must register all apprentices with the Division and abide by the apprentice to journeyman ratio for each trade prescribed therein;
(COMPLIANCE WITH THE APPRENTICE TRAINING PROVISION IS CURRENTLY SUSPENDED-7/24/14)
- 3) That appropriate industrial accident insurance coverage shall be furnished and maintained, for the duration of the project, for all its employees employed on the project in accordance with M.G.L. c. 152;
- 4) That the contractor/company will 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 on employee classification);
- 5) 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;
- 6) That the contractor/company 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;
- 7) That the contractor/company, for the duration of the contractor's/company's work on the project, shall make arrangements to ensure that each of its employees entering or leaving the project

**CITY OF WORCESTER
INITIAL STATEMENT AND CERTIFICATION OF COMPLIANCE
WITH THE RESPONSIBLE EMPLOYER ORDINANCE**

FORM REO 101 PAGE 2 OF 2

PROJECT: _____

CONTRACTOR: _____

individually completes the appropriate entries in a daily sign-in/sign-out log to be maintained by the contractor/company;

- 8) That the contractor/company 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/Company)

By: _____
(Name/Signature)

Date: _____

By: _____
(Print Name and Corporate Title)

(Seal)

**CITY OF WORCESTER
RESPONSIBLE EMPLOYER ORDINANCE REQUIREMENTS (CONT'D)**

**FORM REO 103
PAGE 1 OF 1**

PROJECT:

CONTRACTOR:

POST CONTRACT AWARD SUBMISSIONS

THE SUCCESSFUL GENERAL CONTRACTOR, CONSTRUCTION MANAGER AT RISK, TRADE CONTRACTORS AND SUBCONTRACTORS, INCLUDING SUBCONTRACTORS THAT ARE NOT SUBJECT TO G.L. c. 149, §44F, UNDER THE GENERAL CONTRACTOR FOR PROJECTS SUBJECT TO G.L. c. 149, §44A(2) OR UNDER 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, 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 THAT HAVE BEEN FILLED OUT 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.

BIDDERS INFORMATION ON PROCEDURES AND FORMS

To make all contractors aware of their obligation to follow certain procedures and file appropriate reports pertaining to those procedures, the following is an outline of the Minority/Women Business Enterprise and Worker Utilization Program, and the Responsible Employer Ordinance. Also included here 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 complete and submit this form as part of their bid on all City of Worcester 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 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.

3. **RESPONSIBLE EMPLOYER ORDINANCE**

This Ordinance sets certain minimal requirements for all General Contractors, Trade Contractors, Filed Subcontractors and Non-Filed Subcontractors bidding on City of Worcester construction projects.

4. **SUCCESSFUL BIDDER'S OBLIGATION TO PROCEDURES AND FORMS, EOO-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

Pursuant to an agreement between the City of Worcester and the Commonwealth of Massachusetts, during the performance of any contract with the City of Worcester, 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 15% women owned businesses. Further, each contractor shall make a good faith effort to maintain a workforce that is 38% people of color 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 State Office of Minority and Women Business Assistance 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: _____

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 Filed Subcontractor and all subcontractors (herein collectively referred to 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 (M.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 38 percent (38%) people of color employee and 10 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 section 44C of chapter 149 of the Massachusetts General Laws.
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 utilized by the construction industry, and referrals from agencies, not more than three in number at any one time, designated by the City.

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. Records of employment referral orders, prepared by the Contractor, 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 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. 227 amending and revising Executive Order No. 74, as amended by executive Order No. 16 dated May 1, 1975 and of Chapter 151B as amended, of the Massachusetts General Laws, both of which are herein incorporated by reference and made part of this contract.

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

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 supplies, each entity solicited shall be notified in writing by the contractor of the Contractor's obligation under this contract 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 minority and women manpower 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, AND SANCTIONS

1. 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. This provision shall apply only to information pertinent to 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.
2. Whenever the City believes the Contractor may not be operating in compliance with the terms of this Section, the City directly, or through its designated agent, shall conduct an appropriate investigation, and confer with the parties, to determine if such Contractor is operating in compliance with the terms of this Section. If the City or its agent finds the Contractor not in compliance, it shall make a preliminary report of non-compliance and notify such Contractor in writing of such steps as will in the judgment of the City or its agent bring such Contractor into compliance. In the event that such Contractor fails or refuses to fully perform such steps, the City shall make a final report of non-compliance, and recommend the imposition of one or more of the sanctions listed below. If, however, the City believes the Contractor has taken or is taking every possible measure to achieve compliance, it shall not make final a report on non-compliance. Within fourteen (14) days of the receipt of recommendations of the City, the administering agency shall move to impose one or more of the following sanctions, as it may deem appropriate to attain full and effective enforcement.

- a. The recovery by the administering agency from the Contractor of 1/10 of 1% of the contract award price or \$1000.00, whichever sum is greater, in the nature of liquidated damages or, if a Subcontractor is in non-compliance, the recovery by the administering agency from the Contractor as a back charge against the Subcontractor of 1/10 of 1% of the subcontract price, or \$400.00, whichever sum is greater, in the nature of liquidated damages, for each week that such party fails or refuses to comply;
 - b. 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 compliance with the terms of the contract;
 - c. The termination, or cancellation, of the contract, in whole or in part, unless the Contractor is able to demonstrate within a specified time his compliance with the terms of the contract;
 - d. The denial to the Contractor of the right to participate in any further contracts awarded by the administering agency for a period of up to three years.
3. If at any time after the imposition of one or more of the above sanctions a Contractor is able to demonstrate that he/she is in compliance with this section, he/she may request the administering agency in consultation with the City, to suspend the sanctions conditionally, pending a final determination by the City as to whether the contractor is in compliance. Upon final determination, based on the recommendations of the adjudicatory body, the City shall either lift the sanctions or reimpose them.
 4. Sanctions enumerated under Section XII-2 shall not be imposed except after an adjudicatory proceeding, as that term is used in M.G.L. Chapter 30, has been conducted. No investigation by the City or its agent shall be initiated without prior notice to the Contractor.

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 of Worcester 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 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.

RESPONSIBLE EMPLOYER ORDINANCE

and

MINORITY/WOMEN BUSINESS ENTERPRISE AND WORKER UTILIZATION

FORM E00-D/103

SUCCESSFUL BIDDER'S OBLIGATION TO PROCEDURES AND FORMS

All successful bidders on City of Worcester construction projects will receive a package of procedures and forms that are 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.

I. BUILDING TRADES – CONTACT LIST, E00-D/6

When a contractor cannot fulfill the worker utilization percentages, the appropriate building trades locals may be contacted 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 Office within two business days of contract execution and PRIOR to beginning work on the project.

III. TABLE OF PROJECTED SUBCONTRACTORS, E00-103

The use of subcontractors at any tier shall be reported to the Contract Compliance Office 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 Office prior to beginning work on the project.

V. QUARTERLY PROJECTED WORKFORCE TABLE, E00-105

Each General Contractor, Filed Subcontractor and Non-Filed Subcontractor, regardless of tier, shall complete and forward this form to the Contract Compliance Office prior to beginning work and again for each additional three month period throughout the life of the project.

VI. REQUEST FOR MODIFICATION

E00-106B, MINORITY AND WOMEN BUSINESS UTILIZATION

E00-106C, MINORITY AND WOMEN UTILIZATION IN THE WORK FORCE

Any General Contractor, Filed Subcontractor or Non-Filed Subcontractor, regardless of tier, not meeting the minority and women goals, may file a request for modification after having exhausted all possible sources.

Requests for modification are considered ONLY after attempts to fulfill these mandates have been documented and submitted to the Contract Compliance Office with the appropriate sections of this form.

A modification or waiver will not be granted because a contractor wishes to use an existing workforce that does not achieve the goals of 38% of total work hours to be worked by people of color and 10% of total work hours to be worked by women; and,

If subcontracting, does not meet the goals of 10% of the contract value for Minority Business Enterprises and 15% of the contract value to Women Business Enterprises.

VII. INITIAL STATEMENT and CERTIFICATION OF COMPLIANCE WITH THE RESPONSIBLE EMPLOYER ORDINANCE, REO-101 (Pages 1 & 2)

General Contractors, Trade Contractors, Filed Subcontractors and Subcontractors complete and submit this form as part of their bid on all City of Worcester construction projects subject to the provisions of G.L. Chapter 149 and Chapter 149A.

The REO requirements are applicable under Chapter 149 to contracts of \$100,000 or more. Under Chapter 149A the requirements are applicable only to contracts \$5M and above.

Note: Under the September 2012 revision of the REO, there is no minimum threshold for subcontractors. Hence all subcontractors, i.e., Trade Contractors, Filed Subcontractors and Non-Filed Subcontractors at every tier must comply with the requirements of the REO

The General Contractor shall forward all Trade Contractor's, Filed Subcontractor's and Subcontractor's REO-101 Forms and REO evidence to the Contract Compliance Office for approval, PRIOR to said subcontractors 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, Filed Subcontractors, and Non-Filed Subcontractors regardless of tier, subject to the provisions of G.L. Chapter 149 and Chapter 149A, shall complete and submit this form along with their certified payroll reports to the Contract Compliance Office.

IX. INITIAL STATEMENT AND ADDITIONAL CERTIFICATION OF COMPLIANCE WITH THE RESPONSIBLE EMPLOYER ORDINANCE, REO-103

General Contractors, Trade Contractors, Filed Subcontractors and Subcontractors complete and submit this form as part of their bid on all City of Worcester construction projects subject to the provisions of G.L. Chapter 149 and Chapter 149A.

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 General Contractor who, in turn will transmit this form to the Contract Compliance Office within two business days of contract execution and PRIOR to the subcontractor beginning work on the project.

X. WEEKLY CERTIFIED PAYROLL REPORT and WEEKLY WORKFORCE UTILIZATION REPORT.

At the end of each week of work, all Contractors, Filed Subcontractors, and Non-Filed Subcontractors, regardless of tier, shall complete and submit these forms to the Contract Compliance Office.

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.

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. 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 hr@worcesterma.gov

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.

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 or call the LGBTQ Liaison/Director of Human Rights & Disabilities at 508-799-8486.

VENDOR/SERVICE PROVIDER CERTIFICATION

TO BE AWARDED A VENDOR/SERVICE CONTRACT, ALL PARTS OF THIS FORM THAT APPLY TO YOUR BID MUST BE COMPLETED AND SUBMITTED WITH YOUR BID.

Bidder is a Minority Business Enterprise (MBE) - see reverse for definition Yes_____ No_____

Bidder is a Woman Business Enterprise (WBE) - see reverse for definition Yes_____ No_____

IF SUBCONTRACTING any portion of the service covered by this bid, the successful bidder shall demonstrate a good faith effort to seek and use TEN PERCENT (10%) Minority and FIFTEEN PERCENT (15%) Women-owned Businesses.

A. YOUR INTENT TO SUBCONTRACT. CHECK (✓) THE APPROPRIATE BOX:

☐

No work will be subcontracted. Complete Section "C" only.

☐

Some work will be subcontracted. Complete Section "B" and "C"

B. LIST SUBCONTRACTORS Engaged to do any portion of this Bid.

Check (✓) the appropriate box and give complete information.

☐

MBE

☐

WBE

☐

OTHER _____

Firm Name: _____

Street Address: _____

City/State/Zip _____

Work subcontracted: _____ Dollar Value \$ _____

Check (✓) the appropriate box and give complete information.

☐

MBE

☐

WBE

☐

OTHER _____

Firm Name: _____

Street Address: _____

City/State/Zip _____

Work subcontracted: _____ Dollar Value \$ _____

C. ITEM/SERVICE BID ON: _____ BID NO.: _____

Firm Name: _____

Street Address: _____

City/State/Zip _____

For purposes of the City’s classification and reporting program, the following definitions apply:

Minority Business Enterprise (MBE) – a for profit enterprise, regardless of size, physically located in the United States or its trust territories, which is owned, operated and controlled by minority group members. “Minority group members” are U.S. citizens who are African-American, Latin American, Native American, Asian-Pacific American and Asian-Indian American. “Ownership” by minority individuals means the business is at least 51% owned by such individuals or, in the case of a publicly owned business, at least 51% of the stock is owned by one or more such individuals. Further, those minority group members control the management and daily business operations.

Women Business Enterprise (WBE) – a for profit enterprise, regardless of size, physically located in the United States or its trust territories, which is owned, operated and controlled by women group members. “Ownership” by women means the business is at least 51% owned by women or, in the case of a publicly owned business, at least 51% of the stock is owned by one or more women. Further, those women group members control the management and daily business operations.

STATE LAW 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 Mass. G.L. Ch. 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 ADDRESS: _____

CITY OR TOWN: _____

STATE: _____

ZIP CODE: _____

TELEPHONE NO.: _____

FAX NO. _____

SOCIAL SECURITY OR FEDERAL IDENTIFICATION NO.: _____

AUTHORIZED SIGNATURE: _____

FAILURE TO COMPLETE THIS FORM MAY RESULT IN REJECTION OF BID AND/OR REMOVAL FROM CITY BID LIST.

RIGHT TO KNOW

Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L. C111f 228, 9 and 10 and the regulations contained in 441 CMR SS21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. C111F S7 and the regulation contained in 441 CMR S21-05. Failure to submit a MSDS and/or labels on each container will place the vendor in noncompliance with the purchase order and/or contract. Failure to furnish MSDS's and/or labels on each container may result in Civil or Criminal penalties, including bid debarment and action to prevent the vendor from selling said substances, or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 1.1F or M.G.L. are cautioned to obtain and read the law and rules and Regulations referenced above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA (617) 727-2834 for \$2.00 plus \$.65 postage. In addition, copy of "Right to Know" law is available in Purchasing Department for review.

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.

5. ☐ The contractor shall post notices provided by the City in conspicuous places informing employees of the protections of the Wage Theft Prevention Ordinance, and applicable local, state and federal law.

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 00 8600

DRAWING LIST

GENERAL

- G-001 COVER SHEET
- G-002 SYMBOLS, ABBREVIATIONS, GENERAL NOTES & CODE SUMMARY

ARCHITECTURAL DEMOLITION

- AD-100 FLOOR PLANS - DEMOLITION REFERENCE ONLY
- AD-201 FAÇADE ELEVATIONS - DEMOLITION
- AD-202 FAÇADE ELEVATIONS - DEMOLITION
- AD-203 FAÇADE ELEVATIONS - DEMOLITION
- AD-204 FAÇADE ELEVATIONS - DEMOLITION
- AD-601 ENTRY TYPES AND DETAILS - DEMOLITION
- AD-610 WINDOW TYPES - DEMOLITION
- AD-611 WINDOW TYPES - DEMOLITION
- AD-615 WINDOW DETAILS - DEMOLITION
- AD-616 WINDOW DETAILS - DEMOLITION

ARCHITECTURAL

- A-001 ARCHITECTURAL SITE PLAN
- A-100 FLOOR PLANS – REFERENCE ONLY
- A-201 FAÇADE ELEVATIONS
- A-202 FAÇADE ELEVATIONS
- A-203 FAÇADE ELEVATIONS
- A-204 FAÇADE ELEVATIONS
- A-601 ENTRY DETAILS & DOOR SCHEDULE
- A-610 WINDOW TYPES
- A-611 WINDOW TYPES
- A-615 WINDOW DETAILS
- A-616 WINDOW DETAILS
- A-617 WINDOW DETAILS

END OF SECTION

SECTION 010100 - SUMMARY OF WORK**PART 1 – GENERAL****1.1 CONTRACT DOCUMENTS**

- A. The Contract Documents include the Drawings as enumerated on the Title Drawing, the general provisions of Contract, including General and Supplemental Conditions, and the provisions of this Project Manual and Addenda as a whole represent and describe the work and requirements of the Project.

1.2 GENERAL REQUIREMENTS

- A. Attention is directed to the general and supplementary conditions and Division 1 including all subdivisions therein attached in this document and drawings, which are made a part of this section.

1.4 SUBSTANTIAL COMPLETION

The Date of Substantial Completion shall be as follows:

Phase 1 Substantial Completion: 8/18/25

Phase 2 Substantial Completion: 8/16/26

- A. The Date of Substantial Completion shall remain the same, as stated above, regardless of any alternate(s) chosen to be included in the Contract by the Owner.
- B. The Contractor shall obtain a Certificate of Occupancy on or before the Date of Substantial Completion.
- C. Work may occur between phases with approval from the Owner and Architect.

1.4 PROJECT DESCRIPTION

- A. The project scope generally consists of an amenities building including aquatics mechanical room, toilet facilities and storage as well as an exterior spray park and any other related work necessary to complete all of the Work of the respective Sections and indicated on the drawings.
- B. The Work of this project shall be performed by the general contractor and filed subcontractors.
- C. The Work of this project also includes the requirements in the Contract, the Sub-Contract(s), Division 00 Sections and Division 1 Sections, in their entirety.

RELATED WORK UNDER OTHER CONTRACTS

- A. Work by other contractors, which will be under separate contract, may take place during the work of this contract adjacent to and within work areas of this site
- B. Cooperate fully with other contractors so that work under those contracts may be carried out smoothly, without interfering with or delaying work under this contract.

1.5 QUALITY ASSURANCE

- A. Requirements of Regulatory Agencies; perform demolition work in accordance with applicable rules, regulations, codes, and ordinances of local, state and federal authorities.
- B. Obtain and pay for necessary building permits, licenses and certificates and give notices as required during the performance of the Work.
- C. Provide 4 copies of shop drawings and literature for Architects review and approval for the items referenced in the specifications.
- D. Provide schedule and work plan within one week of the contract signing.
- E. Attend weekly meetings (or as scheduled) with the Architect and Owner's Representative as scheduled.
- F. Provide all Closeout documents including final acceptance, warranties, guaranties and bonds.

1.6 RELATED WORK UNDER OTHER CONTRACTS

- A. Work by other contractors, which will be under separate contract, may take place during the work of this contract adjacent to and within work areas of this site. This work, under other contract, shall be coordinated between the different General Contractors. The security system will be installed by the Owner under separate Contract and the general Contractor shall work with the Owners vendor to coordinate their work with the General contractor's work.
- B. Cooperate fully with separate contractors so that work under those contracts may be carried out smoothly, without interfering with or delaying work under this contract.

1.7 WORK SEQUENCE SCHEDULING AND COORDINATION

- A. The Work shall be sequenced, scheduled, and coordinated to achieve the Date of Substantial Completion.
 - 1. All deliveries must be scheduled at a minimum of 48-hours in advance with the Architect and Owner.
 - 2. All existing utility tie-in's must be scheduled and coordinated at a minimum of 72-hours in advance with the Architect and Owner.
- B. The General Contractor and each Sub-Contractor shall establish and increase or decrease as appropriate the workforce, days of work, number of shifts, work hours, materials, tools and equipment needed to maintain and achieve the Date of Substantial Completion.
- C. The General Contractor and each Sub-Contractor shall increase the workforce, days of work, number of shifts, work hours, materials, tools, and equipment needed to maintain the Date of Substantial Completion as necessary to accommodate any additional work authorized by Construction Change Directives and Change Orders modifications.
- D. General Contractor will be responsible for the proper conduct of the work to ensure that all trades work together, and in harmony, to achieve substantial and final completion as specified.

1.8 WORK HOURS

- A. Normal working hours are to be Monday thru Friday from 7:00 AM to 3:30 PM, except Legal Holidays. Any working hours outside of these times shall be considered “Extended Hours” and treated as described below.
- B. Extended work hours shall require prior scheduling and coordination with the Architect and Owner at a minimum of 48-hours in advance. Extended work hours on Sundays and Legal Holidays may also require a permit from the Police Department.
 - 1. Upon permission from the Architect and Owner, and prior to the start of any extended work, pay for all fees and obtain through the City of Worcester Police Department a work permit for all Sundays and Legal Holidays.
- C. The Contractor shall pay any overtime required for the City’s Clerk of Works/Owner’s Representative to be on site for any work performed outside of normal working hours as defined above. No work shall take place outside of normal working hours without prior approval and the City’s Clerk of Works/Owner’s Representative on site.
- D. Any project related activities may not interfere with the enjoyment and use of abutting areas within the building or adjacent properties during any extended work hours.

1.9 CONTRACTOR USE OF THE PREMISES

- A. General Contractor shall have use of the site from date of contract to the Date of Substantial Completion as described above in the Work Hours paragraph.
- B. Construction vehicle access and deliveries to the project shall be made during working hours.
- C. All contractor personnel shall enter and exit the construction area through Access Driveway.
- D. Do not close or obstruct the parking lot, driveways or sidewalks without the proper permit. Conduct operations with minimum traffic interference.
- E. The General Contractor shall also be responsible for returning the public areas adjacent to each work area to their original state prior to the start of work in that area.
- F. The use of internal combustion engine driven power equipment is prohibited within the building. Alternate power sources, i.e. generators and compressors, may be placed outside the building to provide power to equipment. Placement of any alternate power sources shall be subject to prior Architect and Owner approval.
- G. There will be no washing or washing out of any vehicles at the project site. The contractor shall make necessary provisions to accommodate this work off site.
- H. All cleaning and wash-down of tools and/or equipment shall be performed in areas designated only by the Architect. This will be strictly enforced.

1.10 CONTRACTOR USE OF CITY STREETS

- A. The General Contractor's personnel, and all other personnel employed on the project, shall limit their parking on the site to within the areas designated for construction parking and as permitted by the General Contractor. Additionally, Contractor personnel may park as legally allowed within City Limits. Parking on street sidewalks is prohibited.
- B. Driveway entrances, walks, and yards to abutting properties shall be kept unobstructed at all times.

1.11 WORK CONDITIONS

- A. Neither the General Contractor, nor Sub-Contractors at any level, nor their employees shall bring illegal substances or alcoholic beverages on the premises.
- B. Vulgar, abusive, obscene language or behavior will not be tolerated.
- C. Contractor's personnel engaging in the above shall be removed from the job-site.
- D. Radios or any type of "music" broadcasting systems are not allowed.
- E. This site is smoke-free; therefore smoking is prohibited within the site limits.

1.12 PROJECT MANAGER, SUPERINTENDENTS, FIELD ENGINEER AND FOREMAN

- A. The General Contractor shall provide a qualified General Superintendent, who shall be present, full time, on site daily during all work in progress until the Date of Substantial Completion, and for such additional time thereafter as the Architect may determine. Only under extenuating circumstances, with the approval of the Architect and Owner, will the Contractor be allowed to substitute for the General Superintendent prior to the date of Final Completion.
- B. The General Superintendent shall supervise and direct the activities of other superintendents and foremen on site. He shall not perform the work of foremen, tradesmen, or home office staff.
- C. Each filed sub-bidder and each subcontractor shall provide a Lead Foreman, responsible to be on site full time during the workday.
- D. Each foreman, in addition to his regular duties shall be responsible for establishing, maintaining, and providing record drawings, which are required to be updated prior to submitting the current period's draft Application for Payment.
- E. The General Superintendent and Lead Foreman shall not be discharged or changed without prior written consent of the Architect, which will not be unreasonably withheld. The Architect will require that all as-built information be updated and current prior to granting consent.

1.13 DAILY REPORTS AND WEEKLY OUTLINE SCHEDULE

- A. The General Superintendent shall provide a "Daily Report" to the Clerk of Works containing the following:
 - 1. Name and manpower of each Contractor, filed Sub-Contractor and Sub Contractor.
 - 2. Equipment used.
 - 3. Delivery of products received on site.
 - 4. Weather conditions at start and end of each day and any significant changes or events during the day.

5. Significant problems, hazards or accidental injury occurring during each shift.
 6. Summary of progress made each day.
- B. A photocopy may be made of the same "Daily Report," containing the information above, that is used by the General Superintendent. The General Superintendent may obscure confidential portions of his "Daily Report" if desired. Reports are due the following day.
- C. The Superintendent shall provide the Clerk of Works a written "Weekly (look ahead) Outline Schedule" of work activities planned at the beginning of each week, for that week. The "Weekly Outline Schedule" may be a simple listing of each trade's activities delineating areas where work is to be scheduled. Note any significant milestones.

1.14 CERTIFICATE OF SUBSTANTIAL COMPLETION

- A. The Architect shall issue a Certificate of Substantial Completion for the work when and if all of the following conditions have been met:
1. The work is sufficiently complete to allow the Owner beneficial use of the premises. The work remaining to be done is not a danger to the proposed occupants and is of a minor nature.
 2. The work is sufficiently complete that the Architect may make affidavits to the Building Official as required by Controlled Construction provisions of the Building Code.
 3. The mechanical and electrical systems are fully operational. Required inspections and tests have been successfully completed, and the Owner has been provided instructions regarding operation and maintenance of mechanical and electrical systems in the building.
 4. The Contractor has made notifications required to pay cost of final billing for utilities and termination of property insurance.
 5. The Owner has made notifications required to assume the future cost of utilities, and provide property insurance.
 6. The Building Official has issued a Certificate of Occupancy without restrictions or conditions relating to the contractor's work.

1.15 CITY OF WORCESTER ORDINANCES, LICENSES, PERMITS, AND FEES

- A. All Contractors shall comply with City Ordinances which may affect the work of this contract and which have not been previously covered in the Contract Documents. Requirements and fees listed are those in effect as of this writing and each Contractor shall be responsible for verifying the requirements and fee cost as currently in effect and throughout the duration of this project. This includes, but is not limited to, the following:

Worcester Police Department:

Police Details

Hourly rate for one-half day or full day.

Permits for Sunday and Holiday work

Fee Required.

Department of Public Works, Permits Division

Street Opening Permit Bond
\$ 5,000.00
Barricade Placement by DPW
1st \$85 per day
Each additional \$ 40 per day
Drainlayers License
New \$ 200.00
Annual Renewal \$ 100.00
Drain Permit
\$ 180.00
Main Inspection
\$ 2.90 per Foot
Assessment
To be Determined
Plan Review
\$ 100.00
Street Obstruction
\$ 150.00 each
Street Obstruction (Blanket Permit)
\$ 1,000.00 per year
Street Opening
Pavement older than 5 years \$ 156.00
Pavement 5 years old or less \$ 300.00
Driveway Opening
Permit \$ 156.00
Wastewater Discharge
Permit \$ 250.00
Inspection \$ 400.00
Sewer use \$ 6.29/CCF
Water meter, etc. Contact Water Department at 508-799-1492.
Traffic and Parking. Contact Department at 508-799-1468.

Worcester Fire Department

Fire and Smoke Alarm
Automatic Sprinkler and Standpipes
Contact Worcester Fire Department at 508-799-1826.

Department of Inspectional Services

Building Permit
Based on total contract price
\$11/\$1,000 up to first million dollars.
\$8.00 per each \$1,000.00 over \$1,000,000.
Orders of Building Official under Chapter 1, 780 CMR.
Ticket violation under Chapter 33, 780 CMR.

Trash Control
Ticket for Violations

Environmental Control
Air, Water, Noise Pollution - Ticket for Violations
Conservation Commission Enforcement Officer

1.17 UTILITY COMPANY BACKCHARGES

- A. The Electric backcharge from N-GRID or Verizon Communications are not known at this time, the Electrical Contractor shall file for all N-Grid and Verizon permits and submit all data and documents as required, and shall pay the required permit and inspection fees. The actual cost of the N-Grid backcharge shall paid by the City directly. All related inspection costs or other fees shall be paid as part of the Contract.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 012000 - PROJECT MEETINGS**PART 1 – GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, are hereby made a part of this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for project meetings, including, but not limited to, the following:
1. Pre-Construction Conference.
 2. Pre-Installation Conference.
 3. Bi-Weekly Progress Meetings.
 4. Coordination Meetings.
 5. Project Closeout Conference.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
1. Division 1 Section 01 29000 "Payment Procedures" for procedures on submitting requisitions.
 2. Division 1 Section 01 3100 "Project management and Coordination" for procedures for coordinating project meetings with other construction activities.
 3. Division 1 Section 01 3300 "Submittal Procedures" for submitting the Contractor's Construction Schedule.
 4. Division 1 Section 01 7700 "Closeout Procedures" for procedures and issues surrounding Project Completion.

1.3 PRE-CONSTRUCTION CONFERENCE

- A. Schedule a pre-construction conference before starting construction, immediately after execution of the Agreement. Conference is to be held at the Project Site, or other agreed upon location, at a time convenient to both the Owner and Architect. Conduct the meeting to review responsibilities and personnel assignments. Submit agenda to Architect and Owner three (3) days prior to meeting date.
- B. Attendees: Authorized representatives of the Owner, Architect, and their consultants; the Contractor and its superintendent; major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
- C. Agenda: Discuss items of significance that could affect progress, including the following:
1. Introduction of All Project Members.
 2. Distribution of Contract Documents.
 3. Procedures Outlined for Contract Compliance Issues.
 4. Tentative Construction Schedule; Making Notes of Critical Dates.

5. Critical Work Sequencing.
 6. Pre-Installation Conferences.
 7. Work Hours.
 8. Use of the Premises.
 9. Deliveries.
 10. Security Procedures.
 11. Parking and Site Access Issues.
 12. Office, Work, and Storage Areas.
 13. Housekeeping & Cleaning of Construction Areas.
 14. Safety Procedures.
 15. First Aid.
 16. Procedures for Creating Monthly Cash Flow/Schedule.
 17. Procedures for processing Draft Application for Payment Periodic Submittals Certification Statement.
 18. Procedures for processing Applications for Payment.
 19. Procedures for RFI's, SI's, RFP's, COP's, CCD's, CO's, etc...
 20. Procedures for Keeping Logs on RFI's, SI's, RFP's, COP's, CCD's, CO's, etc...
 21. Project Coordination Procedures & Drawings.
 22. Project Meetings & Meeting Minutes.
 23. Unit Prices.
 24. Procedures for Submittals.
 25. Quality Control, Inspections, and Testing.
 26. Temporary Facilities.
 27. Preparation of Project Closeout Documents.
- D. The Contractor shall record and promptly distribute minutes of this meeting to all project members (in attendance or not), including the Architect and Owner, and as additionally directed by the Architect.
1. Meeting Minutes shall be in a standard type-written format to remain consistent for every project meeting and include, but not limited to, the following items:
 - a. Detailed notes from all discussions of project business items in chronological order.
 - b. Updated Project Contractor, Subcontractor, Vendor List.
 - c. Updated Construction Schedule.

1.4 PRE-INSTALLATION CONFERENCES

- A. Conduct a pre-installation conference at the Project Site before each construction activity that requires coordination with other construction.
- B. Attendees: The Installer and representatives of manufacturers and fabricators involved in or affected by the installation, and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise the Architect of scheduled meeting dates.
1. Review the progress of other construction activities and preparations for the particular activity under consideration at each pre-installation conference, including requirements for the following:
 - a. Contract Documents.

- b. Options.
 - c. Related Change Orders.
 - d. Purchases.
 - e. Deliveries.
 - f. Shop Drawings, Product Data, and quality-control samples.
 - g. Review of mockups or finish samples.
 - h. Possible conflicts.
 - i. Compatibility problems.
 - j. Time schedules.
 - k. Weather limitations.
 - l. Manufacturer's recommendations.
 - m. Warranty requirements.
 - n. Compatibility of materials.
 - o. Acceptability of substrates.
 - p. Temporary facilities.
 - q. Existing Occupancies.
 - r. Space and access limitations.
 - s. Governing regulations.
 - t. Safety.
 - u. Inspecting and testing requirements.
 - v. Required performance results.
 - w. Recording requirements.
 - x. Protection.
- 2. The Contractor shall record significant discussions and agreements and disagreements of each conference, and the approved schedule. The Contractor shall promptly distribute the record of the meeting to everyone concerned, including the Owner and the Architect.
 - 3. Do not proceed with the installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of Work and reconvene the conference at the earliest feasible date.

1.5 PROGRESS MEETINGS

- A. Conduct progress meetings at the Project Site weekly. Notify the Owner and the Architect of scheduled meeting dates. Coordinate dates of meetings with preparation of the payment request. General Contractor to record minutes of all meetings.
- B. Attendees: In addition to representatives of the Owner and the Architect, each subcontractor, supplier, or other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
- C. Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the status of the Project.
 - 1. Contractor's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether

schedule revisions are required to insure that current and subsequent activities will be completed within the Contract Time.

2. Review the present and future needs of each entity present, including the following:
 - a. Interface Requirements.
 - b. Time & Project Progress.
 - c. Work Hours.
 - d. Updated Weekly Look-Ahead Schedule.
 - e. Critical Work Sequencing.
 - f. Off-Site Fabrication Problems.
 - g. Updated Pre-Installation Conference Schedule.
 - h. Deliveries.
 - i. Use of the Premises.
 - j. Security Procedures.
 - k. Parking Issues & Snow Removal.
 - l. Office, Work, and Storage Areas.
 - m. Housekeeping & Cleaning of Construction Areas.
 - n. Safety Procedures.
 - o. First Aid.
 - p. Draft Application for Payment Periodic Submittals Certification Statement (At Appropriately Timed Meeting Each Month).
 - q. Updated Submittal, RFI, SI, RFP, COP, CCD, and CO Logs.
 - r. New Submittals, RFI's, SI's, RFP's, COP's, CCD's, CO's, etc...
 - s. Any Project Coordination Issues or Drawings.
 - t. Quality Control, Inspections, and Testing.
 - u. Temporary Facilities.
 - v. Preparation of Project Closeout Documents.
3. The Contractor shall record and promptly distribute minutes of this meeting to all project members (in attendance or not), including the Architect and Owner, and as additionally directed by the Architect.
 - a. Meeting Minutes shall be in a standard type-written format to remain consistent for every project meeting and include, but not limited to, the following items:
 - (i) Detailed notes from all discussions of project business items in chronological order.
 - (ii) Updated Project Contractor, Subcontractor, Vendor List.
 - (iii) Updated Construction Schedule.
 - (iv) Updated Weekly Look-Ahead Schedule.
 - (v) Updated Submittal, RFI, SI, RFP, COP, CCD, and CO Logs.

1.6 COORDINATION MEETINGS

- A. Conduct coordination meetings with all trades convenient for all parties involved. In addition conduct coordination meetings when requested by the Architect or Clerk of Works.

1.7 TIME OF PROGRESS AND COORDINATION MEETINGS

- A. Conduct both meetings weekly on a day agreeable to all parties, at a designated location at the site, or other agreed upon location.

1.8 PROJECT CLOSEOUT CONFERENCE

- A. The Project Close-Out Conference shall be conducted at a time convenient for all parties involved prior to Substantial Completion. Refer to Section 01700 – Project Closeout for additional information for requirements.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 01 2200

UNIT PRICES

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- 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 REQUIREMENTS INCLUDED

- A. Unit pricing shall be performed by the General Contractor or Filed Sub-Bid Subcontractor as applicable.
- B. Unit price work will be paid for in accordance with unit prices listed by the General Contractor or Filed Sub-Bid Subcontractor, as accepted by the Owner, based on estimated quantities calculated by the Designer.
- C. All unit prices shall include their pro-rata share of all costs, including but not limited to, overhead, profit, bond, labor, materials, disposal, and equipment to perform the work item complete, as identified.
- D. Unit Price Proposal Sheets shall be included with Filed Sub-Bid form for bid when applicable.
- E. The total amount of all unit price work shall be included in the amount to be entered in applicable bid forms.
- F. Unit Prices shall provide for a variance in quantities of plus or minus 100 percent of those listed on the Unit Price Proposal Sheet.
- G. If quantities exceed the units established in the contract, including the aforesaid overage percentage, an equitable unit price adjustment will be determined by the Designer.
- H. A change order will be initiated by the Designer to adjust the contract price resulting from the final quantities of the unit price work.

1.3 UNIT PRICES

- A. 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 General Contractor or credit to the Owner, for such increase or decrease in the work. The Unit Prices shall represent the exact net amount per unit to be paid the General Contractor (in the case of additions or increases) or to be refunded the Owner (in the case of decreases). No additional adjustment will be allowed for overhead, profit, insurance, or other direct or indirect expenses of the General Contractor or Subcontractors. No additional adjustments will be allowed for over excavation, over-blasting, or other work without the prior written approval of the Owner.
- B. The following sections include Unit Price work and General Contractors and Filed Sub-Bid Subcontractors submitting bids for work for these sections must submit Unit Price sheets with their bids and include the total of unit price work in their total bid price for all work.

Sections with Unit Price work:

	<u>Item Description</u>	<u>Quantity</u>
02 0800	Remove rotted wood window frames in courtyard. Phase 1 ALT 2	15 EACH
02 0800	Remove rotted wood window frames in courtyard. Phase 1 ALT 3	88 EACH
06 1000	Replace rotted wood trim with new trim to match at courtyard wood windows. Phase 1 ALT 2	400 LF
06 1000	Replace rotted wood trim with new trim to match at courtyard wood windows. Phase 1 ALT 3	2000 LF
PART 2 - PRODUCTS (Not Used)		
PART 3 - EXECUTION (Not Used)		
END OF SECTION		

SECTION 01 23 00**ALTERNATES****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, are hereby made a part of this Section.

1.2 ALTERNATES

- A. Alternates are alternative products, materials, equipment, installations, or systems, which may, at the Owner's option, be selected and recorded in the Contract (Owner/Construction Manager Agreement) to either supplement or displace corresponding basic requirements of Contract Documents. Alternates may or, may not, substantially change scope and general character of the Work.
- B. A Schedule of Alternates is included with this Section. Each alternate is defined by abbreviated language, recognizing that Contract Documents define the requirements. Coordination of related Work is required to ensure that Work affected by each selected alternate is complete and properly interfaced with Work of accepted alternates.
- C. The Construction Manager shall provide written prices for each alternate on the General Bid and Sub-Bid Forms. Each alternate amount shall include the entire cost of the alternate portion of Work including all overhead, profit, and all other costs including costs to coordinate and interface the alternate with related and adjacent Work.
- D. Alternates may or may not be accepted by the Owner in accordance with the requirements set forth in Chapter 149.

1.3 SCHEDULE OF ALTERNATES

- A. The Alternate described below are as called for on the Drawings. Changes to this Schedule, in the form of deletions or additions, may be proposed and/or accepted by the Owner or Construction Manager during the Bid period. It shall be the Construction Manager's responsibility to coordinate with the Owner prior to submission of the final Bid price, the number and extent of the Alternates to be included in the Work of this Contract.

1. Alternate No. 1: Phase 2 Rear Façade (west) Windows Arthur Street. The amount to be ADDED to the Contract Price to INCLUDE all windows on the rear façade (west facing on Arthur Street).

Specification Sections which directly relate to the Work of Alternate No. 1 shall include, but are not limited to, the following:

Section 02 0800 – Asbestos Abatement

Section 02 4100 – Demolition

Section 06 1000 – Rough Carpentry

Section 07 2713 – Membrane Air Barriers

Section 07 6200 – Sheet Metal Flashing and Trim

Section 07 9200 – Joint Sealants
Section 08 4313 – Aluminum-Framed Storefronts
Section 08 5113 – Aluminum Windows
Section 08 5656 – Window Security Screens
Section 08 8000 – Glazing
Section 08 9000 – Louvers and Vents
Section 12 2413 – Roller Shades

2. Alternate No. 2: Phase 1 Remove and replace only the severely deteriorated wood window units within the courtyard as designated on the construction documents. The amount to be ADDED in the Contract Price to remove, furnish and install the new windows as designated on the construction documents.

Specification Sections which directly relate to the Work of Alternate No. 2 shall include, but are not limited to, the following:

Section 02 0800 – Asbestos Abatement
Section 02 4100 – Demolition
Section 06 1000 – Rough Carpentry
Section 07 2100 – Thermal Insulation
Section 07 2713 – Membrane Air Barriers
Section 07 6200 – Sheet Metal Flashing and Trim
Section 07 9200 – Joint Sealants
Section 08 4313 – Aluminum-Framed Storefronts
Section 08 5113 – Aluminum Windows
Section 08 5656 – Window Security Screens
Section 08 8000 – Glazing
Section 08 9000 – Louvers and Vents
Section 12 2413 – Roller Shades

3. Alternate No. 3: Phase 1 Remove and replace the remaining wood window units within the courtyard. See Alternate No. 2. The amount to be ADDED to the Contract Price to remove, furnish and install the new windows as designated on the construction documents.

Specification Sections which directly relate to the Work of Alternate No. 3 shall include, but are not limited to, the following:

Section 02 0800 – Asbestos Abatement
Section 02 4100 – Demolition
Section 06 1000 – Rough Carpentry
Section 07 2100 – Thermal Insulation

Section 07 2713 – Membrane Air Barriers
Section 07 6200 – Sheet Metal Flashing and Trim
Section 07 9200 – Joint Sealants
Section 08 4313 – Aluminum-Framed Storefronts
Section 08 5113 – Aluminum Windows
Section 08 5656 – Window Security Screens
Section 08 8000 – Glazing
Section 08 9000 – Louvers and Vents
Section 12 2413 – Roller Shades

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

SECTION 012500- SUBSTITUTION PROCEDURES**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, are hereby made part of this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for handling requests for substitutions made after award of the Contract.
- B. References Standards and Definitions: Refer to Section 01 4200 "References" for applicability of industry standards to products specified.
 - 1. Requirements for submitting the Contractor's Construction Schedule and the Submittal Schedule are included under Section 01 3300 "Submittal Procedures".
 - 2. Procedural requirements governing the Contractor's selection of products and product options are included under Section 01 6000 "Product Requirements".

1.3 DEFINITIONS

- A. Definitions used in this Article do not change or modify the meaning of other terms used in the Contract Documents.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction required by the Contract Documents proposed by the Contractor after award of the Contract are considered to be requests for substitutions. The following are not considered to be requests for substitutions:
 - 1. Specified options of products and construction methods included in the Contract Documents.
 - 2. The Contractor's determination of, and compliance with, governing regulations and orders issued by governing authorities.

1.4 SUBMITTALS

- A. Substitution Request Submittal: Requests for substitution will be considered if received within two (2) days after commencement of the Work. Requests received more than two (2) days after commencement of the Work may be considered or rejected at the discretion of the Architect.
 - 1. Submit three (3) copies of each request for substitution for consideration. Submit requests in the form and according to procedures required for Change-Order Proposals.
 - 2. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers.
 - 3. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:

- a. Product Data, including Drawings and descriptions of products and fabrication and installation procedures.
 - b. Samples, where applicable or requested.
 - c. A statement indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
 - d. Cost information, including a proposal of the net change, if any in the Contract Sum.
 - e. The Contractor's certification that the proposed substitution conforms to requirements in the Contract Documents in every respect and is appropriate for the applications indicated.
4. Architect's Action: Within five (5) days of receipt of a request for substitution the Architect will request additional information or documentation for evaluation necessary for the evaluation of the request. Within five (5) days of receipt of the request, or of receipt of additional information or documentation, whichever is later, the Architect will notify the Contractor of acceptance or rejection of the substitution. If a decision on use of a proposed substitute cannot be made or obtained within the time allocated, use the product specified by name. Acceptance will be in the form of a Change Order when a change in the Contract Sum or Contract Time is required; or in the form of the Architect's Supplementary Instructions when no change to the Contract Sum or Time is required.

1.5 WORK CONDITIONS / SEQUENCE

- A. If sub-contractors find that conditions are not appropriate for them to begin the work of their trade or if they are directed to perform their work out of sequence by the General Contractor or if the General Contractor directs sub-contractors to start and continue regardless of job conditions, the sub-contractor shall so notify the Architect in writing by certified mail immediately.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. The Contractor's submittal and the Architect's acceptance of Shop Drawings, Product Data, or Samples that relate to construction activities not complying with the Contract Documents do not constitute an acceptable or valid request for substitution, nor do they constitute approval.
- B. Conditions: The Architect will receive and consider the Contractor's request for substitution when one or more of the following conditions are satisfied, as determined by the Architect. If the following conditions are not satisfied, the Architect will return the requests without action except to record non-compliance with these requirements.
1. Extensive revisions to the Contract Documents are not required.
 2. Proposed changes are in keeping with the general intent of the Contract Documents.
 3. The request is timely, fully documented, and properly submitted.
 4. The request is directly related to an "or-equal" clause or similar language in the Contract Documents.
 5. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.

6. The specified product or method of construction cannot be provided in a manner that is compatible with other materials and where the Contractor certifies that the substitution will overcome the incompatibility.
7. The specified product or method of construction cannot be coordinated with other materials and where the Contractor certifies that the proposed substitution can be coordinated.
8. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provides the required warranty.

PART 3 - EXECUTION (Not Used)**END OF SECTION**

SECTION 012600 – CONTRACT MODIFICATION PROCEDURES**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, are hereby made a part of this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections: The following sections contain requirements that relate to this Section:
 - 1. Division 1 Section 01 2900 "Payment Procedures" for administrative procedures governing applications for payment.
 - 2. Division 1 Section 01 3300 "Submittal Procedures" for requirements for the Contractor's Construction Schedule.
 - 3. Division 1 Section 01 2500 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after award of the Contract.

1.3 MINOR CHANGES IN THE WORK

- A. Supplemental instructions authorizing minor changes in the Work, not involving an adjustment to the Contract Sum or Contract Time, will be issued by the Architect on the City's Form of Supplemental Instructions.

1.4 REQUEST FOR PROPOSAL

- A. Owner initiated Request for Proposal: Proposed changes in the Work that will require adjustment to the Contract Sum or Contract Time will be issued by the Architect, with a detailed description of the proposed change and supplemental or revised Drawings and Specifications, if necessary.
 - 1. Proposal requests issued by the Architect are for information only. Do not consider them an instruction either to stop work in progress, or to execute the proposed change.

1.5 PROPOSED CHANGE ORDER

- A. Proposed Change Order: Using the form at the end of this section submit your proposal for the adjustment to the Contract Sum or Contract Time in response to a Request for Proposal or for Contractor initiated request for a change with Proposed Change Order.
 - 1. Unless otherwise indicated in the Request For Proposal, within twenty (20) days of receipt of the proposal request, submit to the Architect for the Owner's review an estimate of cost necessary to execute the proposed change.

- a. Include a list of quantities of products to be purchased and unit costs, along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
 - b. Indicate delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include a statement indicating the effect the proposed change in the Work will have on the Contract Time.
- B. Contractor initiated request for change with Proposed Change Order: When latent or other unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the Architect.
 1. Include a statement outlining the 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 Contract Time.
 - a. Include a list of quantities of products to be purchased and unit costs along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
 - b. Indicate delivery charges, equipment rental, and amounts of trade discounts.
 - c. Comply with requirements in Section 01631 "Product Substitutions" if the proposed change in the Work requires the substitution of one product or system for a product or system specified.

1.6 ALLOWANCES

- A. Allowance Adjustment: Base each Change Order Proposal Request for an allowance cost adjustment solely on the difference between the actual purchase amount and the allowance, multiplied by the final measurement of work-in-place, with reasonable allowances, where applicable, for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
 1. Include installation costs in the purchase amount only where indicated as part of the allowance.
 2. When requested, prepare explanations and documentation to substantiate the margins claimed.
 3. The Owner reserves the right to establish the actual quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs because of a change in scope described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit, within twenty (20) days of receipt of the Change Order or Construction Change Directive authorizing work to proceed. Claims submitted later than twenty (20) days will be rejected.
 1. The Change Order cost amount shall not include the Contractor's indirect expense except when it is clearly demonstrated that either the nature or scope of work required was changed from that which could have been foreseen from information in Contract Documents.
 2. No change to the Contractor's indirect expense is permitted for selection of higher or lower priced materials or systems of the same scope and nature as originally indicated.

1.7 CONSTRUCTION CHANGE DIRECTIVE

- A. A Construction Change Directive shall be issued for all work involving a change in contract cost or time. The Construction Change Directive instructs the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 - 1. The Construction Change Directive will contain a complete description of the change in the Work and designate the method to be followed to determine change in the Contract Sum or Contract Time, or is for a lump sum amount approved by the Architect.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive, if so directed by the Architect.
 - 1. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

1.8 CHANGE ORDER PROCEDURES

- A. Upon the Owner's approval of a Change Order Proposal Request, the Architect will issue a Change Order for signatures of the Owner and Contractor.

1.9 OVERHEAD AND PROFIT

- A. Overhead and Profit will be as noted elsewhere in these specifications.
 - 1. Labor rates shall not exceed those shown in the contract specifications as set forth by the Department of Labor and Industries.
- B. In reviewing Change Orders, the Architect will exercise his right to request a complete breakdown from the contractor showing exact costs for labor and material, as well as delivery slips and invoices from suppliers and other subcontractors.

PART 2 - PRODUCTS (Not Used)**PART 3 – EXECUTION (Not Used)****END OF SECTION**

SECTION 012900 – PAYMENT PROCEDURES**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, are hereby made part of this Section.
- B. Related Sections: Sections which contain requirements that relate to this Section include, but are not limited to the following:
 - 1. Section 01 3300 – Submittal Procedures

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements governing the Progress Schedule, Schedule of Values, and Contractor's Applications for Payment.
 - 1. Coordinate the Schedule of Values and Applications for Payment with the Contractor's Construction Schedule, List of Subcontracts, and Submittal Schedule.
- B. The Contractor's Construction Schedule and Submittal Schedule are included in Section 01 3300 "Submittal Procedures".

1.3 PROGRESS SCHEDULE

- A. Prepare the Progress Schedule in accordance with Article 8, Paragraphs 8.2.3 and 8.2.4 of the General Conditions for approval by the Architect.
 - 1. The Progress Schedule shall conform to the requirements in Section 01 3300, paragraph 1.4, Contractor's Progress Schedule and the sample bound in the aforementioned paragraph.

1.4 SCHEDULE OF VALUES

- A. Coordinate preparation of the Schedule of Values with preparation of the Progress Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
 - a. Contractor's Progress Schedule.
 - b. Application for Payment forms.
 - c. List of products.
 - d. Schedule of allowances, if any.
 - e. Schedule of alternates, if any.
 - f. Schedule of unit prices, if any.
 - g. List of products.
 - h. List of principal suppliers and fabricators.
 - i. Schedule of submittals.

2. Submit the Schedule of Values to the Architect at the earliest possible date, but no later than seven (7) days before the date scheduled for submittal of the initial Application for Payment.
- B. Format and Content: Use the Project Manual Table of Contents as a guide to establish the format for the Schedule of Values. Provide at least one (1) line item for each Specification Section. Coordinate with the Architect for exact breakdown of major categories of work including, but not limited to major equipment and project closeout submittals.
1. Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of the Architect.
 - c. Project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 2. Arrange the Schedule of Values in a tabular form with separate columns to indicate the following for each item listed:
 - a. Generic name.
 - b. Related Specification Section.
 - c. Description of Work.
 - d. Name of subcontractor.
 - e. Name of manufacturer or fabricator.
 - f. Name of supplier.
 - g. Change Orders (numbers) that have affected value.
 - h. Dollar value to nearest dollar.
 - i. Percentage of Contract Sum to the nearest percent, adjusted to total 100 percent.
 3. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Breakdown shall be done by sequence. Coordinate with the Project Manual Table of Contents. Break principal subcontract amounts down into several line items, including but not limited to major equipment and project closeout submittals.
 4. Do not round amounts off to the nearest whole dollar; carry all amounts out to the two (2) decimal places and the totals shall equal the Contract Sum.
 5. 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.
 6. 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 for each item.
 - a. Temporary facilities, project closeout submittals, and other major cost items that are not direct cost of actual work-in-place shall be shown as separate line items in the

Schedule of Values or distributed as general overhead expense, at the Contractor's option.

7. Schedule Updating: Update and resubmit the Schedule of Values prior to the next Application for Payment when Change Orders or Construction Change Directives result in a change to the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Draft Application Preparation: Submit three (3) **draft** copies of the (current) Application for Payment at the weekly project meeting for Architect's review seven (7) days in advance of the "Payment Application Time" as indicated in the Agreement.
 1. Draft Application for Payment transmittal shall include a fully executed Draft Cover Sheet or **Periodic Submittal Certification Statement** on Contractor letterhead (bound at the end of this section hereafter) certifying that the following Periodic Submittals are current for the appropriate period:
 - a. Originals of All Waivers of Mechanics Lien & Corresponding Logs Covering Status of All Waivers
 - b. Certified payrolls
 - c. Contract Compliance Submittals
 - d. Insurance and transfer title certificates for any material stored off site
 - e. Updated as-built drawings of record reflecting Work for the current Application period
- B. 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.
- C. Payment Application Times: Each progress payment date is as indicated in the Agreement. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- D. Payment Application Cover Sheet Form: Complete the enclosed **Application and Certification for Payment Cover Sheet** on Contractor letterhead (bound at the end of this Section hereafter) and transmit with each Payment Application Form submittal.
- E. Payment Application Forms: Use AIA Document G 702 and Continuation Sheets G 703 as the form for Application for Payment. **No exceptions will be made.**
- F. Application Preparation: Complete every entry on the form, including notarization and execution by a person authorized to sign legal documents on behalf of the Contractor. The Architect will return incomplete applications without action.
 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions have been made.
 2. Include only amounts of approved and fully executed Change Orders. Obtain approval from the Architect prior to inclusion into the Application.

3. Each Application for Payment **must** be accompanied by an updated Progress Schedule. The format to which is subject to the Architect's approval.
- G. Payment for materials and/or equipment stored off site shall be considered upon the Owner's approved submission by the Contractor bill(s) of sale or such other documentation or procedures satisfactory to the Owner to establish the Owner's clear and legal title to such materials and/or equipment or otherwise provided to protect the Owner's interest. This shall include applicable insurance and transportation to the project site for those materials and/or equipment suitably stored off site under consideration for payment.
 1. Any Contractor making an application for payment pursuant to Section 00200 – General Conditions, paragraph 9.3.2, shall provide the following written documentation to the Architect through the General Contractor as delineated below and as otherwise maybe reasonably requested by the Owner:
 - a. Bill of Material, Purchase Order or Invoice Number.
 - b. Product Description Listing.
 - c. Serial Numbers (If Applicable)
 - d. Materials and/or Equipment (wares) shall be segregated from all other stock or equipment and clearly labeled and/or marked as City of Worcester Property.
 - e. Wares shall be available for inspection at all times and in any event within twenty-four (24) hours after receiving prior notice from the Owner/Architect.
 - f. Provide written directions from the project site to the location of the stored wares.
 - g. Name of contact person at the storage site and applicable telephone numbers.
 - h. Method and mode of transportation from off site storage location to the job site.
- H. Retainage: In accordance with the Supplemental General Conditions, the Awarding Authority (Owner) shall deduct a retainage not exceeding five (5) percent of the approved amount of the periodic payment. The aforesaid five (5) percent retainage deduction by the Owner is the only retainage authorized hereunder. The contractor shall not deduct any amounts from payments received on behalf of subcontractors, except those deductions specifically authorized by M.G.L. Chapter 30, Section 39(1)(a).
 1. Upon the initial and any subsequent Application for Payment; requesting or reflecting a "Release of Retainage" provide a Summary cover sheet indicating the derivation arithmetically, by each line item, of the total released to date and the of the current total retainage sum.
- I. Transmittal: Upon receipt of the required periodic submittals enumerated above and upon approval of the "Draft Application", submit six (6) fully executed and notarized original copies with Cover Sheet of the current Application for Payment to the Architect by means ensuring receipt within twenty-four (24) hours. One (1) copy shall be complete, including waivers of lien and similar attachments.
 1. Transmit each copy with a transmittal form listing attachments, and recording appropriate information related to the application in a manner acceptable to the Architect.
 2. With each requisition, after the first requisition, submit one (1) copy of up-dated as-built drawings for all underground and concealed work, showing locations, depths, or elevations.

- J. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of mechanics lien from every entity who may lawfully be entitled to file a mechanics lien arising out of the Contract, and related to the Work covered by the payment.
1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.
 2. When an application shows completion of an item, submit final or full waivers.
 3. The Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Waiver Delays: Submit each Application for Payment with the Contractor's waiver of mechanics lien for the period of construction covered by the previously paid application.
 - a. Submit final Application for Payment with, or preceded by, final waivers from every entity involved with performance of Work covered by the application that could lawfully be entitled to a lien.
 5. Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to Owner.
- K. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:
1. List of subcontractors; at all tiers.
 2. List of principal suppliers and fabricators.
 3. Approved Schedule of Values.
 4. Approved Contractor's Progress Schedule see Section 01300, Paragraph 1.4.
 5. Contractor's Construction Schedule (preliminary if not final).
 6. Schedule of principal products.
 7. Submittal Schedule (preliminary, if not final).
 8. List of Contractor's staff assignments.
 9. List of Contractor's principal consultants.
 10. Copies of building permits.
 11. Copies of authorizations, permits and licenses from governing authorities for performance of the Work.
 12. Initial progress report.
 13. Report of pre-construction meeting.
 14. Schedule of Pre-installation meetings.
 15. Certificates of insurance and insurance policies.
 16. Performance and payment bonds.
 17. Data needed to acquire Owner's insurance.
 18. Initial settlement survey and damage report, if required.
 19. List of Contractor's personnel names and titles assigned on the project and emergency telephone numbers.
- L. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.
1. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
 2. Administrative actions and Submittals that shall precede or coincide with this application include:

- a. Occupancy permits and similar approvals.
 - b. Warranties (guarantees) and maintenance agreements.
 - c. Test/adjust/balance records.
 - d. Maintenance instructions.
 - e. Meter readings.
 - f. Start-up performance reports.
 - g. Changeover information related to Owner's occupancy, use, operation and maintenance.
 - h. Final cleaning.
 - i. Application for reduction of retainage, and consent of surety
 - j. Advice on shifting insurance coverage.
 - k. Final progress photographs.
 - l. List of incomplete work, recognized as exceptions to Architect's Certificate of Substantial Completion.
- M. Final Payment Application: Administrative actions and submittals that 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.
 4. Assurance that incomplete Work and Work not accepted will be completed without undue delay.
 5. Transmittal of required Project construction records to the Owner.
 6. Certified property survey.
 7. Proof that taxes, fees and similar obligations have been paid.
 8. Removal of temporary facilities and services.
 9. Removal of surplus materials, rubbish and similar elements.
 10. Change of door locks to Owner's access.
 11. Order of Conditions Certificate of Compliance, if applicable.

PART 2 - PRODUCTS (Not Used)**PART 3 - EXECUTION (Not Used)**

CONTRACTOR LETTER HEAD**APPLICATION AND CERTIFICATION FOR PAYMENT COVER SHEET**

PROJECT: _____ APPLICATION NO: _____

For

Period

Ending: _____ AMOUNT CERTIFIED: \$ _____

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents; and the current Payment shown herein is now due.

The Contractor further certifies that the entire amount of all previous Payments received for labor performed and materials furnished have been promptly paid to all Subcontractors whose work was certified for payment on previous applications, less, where applicable, only an amount specified in any court proceeding barring such payment and/or an amount claimed due from the Subcontractor by the Contractor as expressly authorized by M.G. L. Chapter 30, Section 39F (1) (a). No other amounts have been deducted or retained from such payments by the contractor.

Contractor: _____ STATE OF: _____

Signed by: _____ COUNTY OF: _____

Date: _____ Subscribed and sworn to before me on this _____
Day of _____ 20__.

Notary public: _____

My Commission Expires: _____

APPROVED FOR PAYMENT:Signed: _____ Signed: _____
By: Ryan Hacker, Asst. Director of Facilities By: _____

Date: _____ Date: _____

Signed: _____ Signed: _____
By: _____ By: _____

Date: _____ Date: _____

CONTRACTOR LETTER HEAD**DRAFT APPLICATION FOR PAYMENT**
PERIODIC SUBMITTAL CERTIFICATION STATEMENT

Project Name:

Draft Application Date: _____

Draft Application No. _____ (Requisition No.)

For Period:

Starting _____

Through Period

Ending _____

_____, (Name of Contractor) _____, certifies that the "Draft Application for Payment" as herein submitted with all of the following Periodic Submittals fully and completely executed and current for the appropriate time period(s) as required.

FURNISH THE FOLLOWING PERIODIC SUBMITTALS AND PROVIDE ALL REQUIRED INFORMATION FOR THE APPROPRIATE TIME PERIOD(S) AS REQUESTED. PLEASE SUBMIT ON **SEPARATE SHEETS**:

- I. **Original Waivers of Mechanic Lien:** List every entity who may be lawfully entitled to file a lien resulting out of this Contract, including but not limited to; contractors/subcontractors, at all tiers, vendors, and suppliers. Submit current originals of all Waivers covering all WORK completed through the period ending thirty (30) days prior to this periods "Application" date and as further required in I above.
- II. **Certified Payrolls:** All payroll reports have been submitted as required by the Contract Compliance Office.
- III. **Contract Compliance Reports:** All contract compliance reports have been submitted as required by the Contract Compliance Office.
- IV. **Insurance & Title Transfer Certificates** for material stored off site, if applicable.
- V. **Updated As-Built Drawings:** Record drawings have been submitted reflecting the work completed up to the time of Application.

This Draft Application for Payment Certification Statement and corresponding Periodic Submittals (attached) shall be reviewed by the Awarding Authority for completeness. Any deficiency, discrepancies or missing items shall cause this Draft Application for Payment to be returned to the Contractor with no action taken.

I, _____ hereby certify, that the Periodic
(Name of contractor)

Submittals indicated herein have been reviewed by the undersigned and are complete and current as required under provisions of this Contract.

(Name of Authorized Person)_____
(Date)

(Title)

END OF SECTION

SECTION 013100 – PROJECT MANAGEMENT AND COORDINATION**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, are hereby made a part of this Section.

1.2 SUMMARY

- A. This Section specifies administrative and supervisory requirements necessary for project coordination including, but not limited to the following:
1. Coordination and cutting, drilling and patching.
 2. General installation provisions.
 3. Administrative and supervisory personnel.
 4. Cleaning and protection.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
1. Project meetings, coordination meetings, and pre-installation conferences are included in Section "Project Meetings."
 2. Requirements for preparing and submitting the Contractor's Construction Schedule are included in Section "Submittals."

1.3 COORDINATION

- A. Coordinate construction operations included in various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections of the specifications that depend on each other for proper installation, connection, and operation.
1. Where installation of one part of the Work depends on installation of other components, either before or after its own installation, schedule construction operations in the sequence required to obtain the best results.
 2. Where availability of space is limited coordinate installation of different components to assure maximum accessibility for required maintenance, service, and repair.
 3. Make provisions to accommodate items scheduled for later installation.
 4. The General Contractor shall as part of his work provide for all cutting, patching and drilling, not specified to be the work of others.
- B. Where necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.
1. Prepare similar memoranda for the Owner and separate contractors where coordination of their work is required.

- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and assure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of schedules.
 - 2. Installation and removal of temporary facilities.
 - 3. Delivery and processing of submittals.
 - 4. Progress meetings.
 - 5. Project closeout activities.
- D. Conservation: Coordinate construction operations to assure that operations are carried out with consideration given to conservation of energy, water, and materials.

1.4 SUBMITTALS

- A. Coordination Drawings: Prepare coordination Drawings where careful coordination is needed for installation of products and materials fabricated by separate entities. Prepare coordination drawings where limited space availability necessitates maximum utilization of space for efficient installation of different components.
 - 1. Show the relationship of components shown on separate Shop Drawings.
 - 2. Indicate required installation sequences.
 - 3. Comply with requirements contained in Section 01300 – Submittals.
 - 4. Format to be as directed by the Architect.
- B. Staff Names: Within fifteen (15) days of commencement of construction operations, submit a list of the Contractor's principal staff assignments, including the superintendent and other personnel in attendance at the Project Site. Identify individuals and their duties and responsibilities. List their addresses and telephone numbers. Provide twenty-four (24) hour Emergency telephone numbers listed separately.
 - 1. Post copies of the list in the Project meeting room, the temporary field office, and each temporary telephone.
 - 2. The Contractor shall provide a copy of the list, and updates as its changes, to the Worcester Police Department and other City Departments as directed by the Architect.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 GENERAL INSTALLATION PROVISIONS

- A. Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
- B. Manufacturer's Instructions: Comply with manufacturer's written instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than the requirements contained in Contract Documents.
- C. Inspect materials or equipment immediately upon delivery and again prior to installation. Reject damaged and defective items.

- D. Provide attachment and connection devices and methods necessary for securing Work. Secure Work true to line and level. Allow for expansion and building movement.
- E. Visual Effects: Provide uniform joint widths in exposed Work. Arrange joints in exposed Work to obtain the best visual effect. Refer questionable choices to the Architect for final decision.
- F. Re-check measurements and dimensions, before starting each installation.
- G. Install each component during weather conditions that will ensure the best possible results. Isolate each part of the completed construction from incompatible material as necessary to prevent deterioration.
- H. Coordinate temporary enclosures with required inspections and tests, to minimize the necessity of uncovering completed construction for that purpose.
- I. Mounting Heights: Where mounting heights are not indicated, install individual components at standard mounting heights recognized within the industry for the particular application indicated. Refer questionable mounting height decision to the Architect for final decision.

3.2 CLEANING AND PROTECTION

- A. During handling and installation clean and protect construction in progress and adjoining materials in place. Apply protective covering where required and as necessary to assure protection from damage or deterioration.
- B. Clean and maintain all completed construction as frequently as necessary through the remainder of the construction period.
- C. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in-progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:
 - 1. Excessive vibration.
 - 2. Excessive static or dynamic loading.
 - 3. Excessive internal or external pressures.
 - 4. Excessively high or low temperatures.
 - 5. Thermal shock.
 - 6. Excessively high or low humidity.
 - 7. Air contamination or pollution.
 - 8. Air borne debris/dust or construction particulates.
 - 9. Water or ice.
 - 10. Solvents.
 - 11. Chemicals.
 - 12. Light.
 - 13. Puncture.
 - 14. Abrasion.
 - 15. Heavy traffic.
 - 16. Soiling, staining, and corrosion.

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17. Bacteria.
18. Rodent and insect infestation.
19. Combustion.
20. Electrical current.
21. High-speed operation.
22. Improper lubrication.
23. Unusual wear or other misuse.
24. Contact between incompatible materials.
25. Destructive testing.
26. Misalignment.
27. Excessive weathering.
28. Unprotected storage.
29. Improper shipping or handling.
30. Theft.
31. Vandalism.

END OF SECTION 013100

SECTION 013300 – SUBMITTAL PROCEDURES**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, are hereby made part of this Section.
1. The submittals enumerated below shall require review and/or approval by the Architect.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submittals required for performance of the Work, including:
1. Contractor's Progress Schedule.
 2. Major delivery schedule.
 3. Existing utility tie-in's schedule.
 4. Submittal schedule.
 5. Pre-Installation Conference Schedule (By Specification Section).
 6. Daily construction reports.
 7. Shop drawings.
 8. Product data.
 9. Samples.
 10. Coordination Drawings.
 11. Quality assurance submittals.
 12. Submittal of three (3) sets of plans and specifications, complete with all addendums posted, to the City of Worcester Building Department to obtain building permit.
- B. Administrative Submittals: Refer to other Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:
1. Product Substitution.
 2. Periodic Submittals.
 3. Permits.
 4. Applications for Payment.
 5. Performance and payment bonds.
 6. Insurance Certificates.
 7. List of Project Contractors, Subcontractors, Vendors, etc.
 8. List of Personnel and Emergency Telephone Numbers.
 9. City Ordinance Program Forms.
- C. The Schedule of Values submittal is included in Section 01 2900 "Payment Procedures".
- D. "Closeout Procedures", Section 01 7700, specifies requirements for submittal of Project Record Documents and warranties at project closeout.

1.3 SUBMITTAL PROCEDURES/SHOP DRAWINGS

- A. Submittal procedures shall be electronic for all submittals for approval and distribution unless otherwise noted. Provide to the owner one copy of all approved submittals in an organized manner with a submittal log. All color samples must be distributed as hard copies, and also electronically filed in order to track. Electronic files shall be clean, clear and readable. Plan files to be PDF and/or AutoCAD and be to scale as appropriate. Contractor to transmit and update each submittal and process electronically, maintain a log that is distributed and updated weekly. All e-mails to clearly identify the submittal number and shall include the log. Or the contractor to maintain a web-based system used for submittals, and the construction process.
- B. Distribution: Distribution of submittals shall be distributed as follows unless otherwise noted:
1. Architect.
 2. Clerk of Works.
 3. Owner – electronic and paper copy.
 4. A minimum of Three (3) copies for the Contractor as necessary for distribution to subcontractors, suppliers, installers, manufacturers, fabricators, and any other applicable parties.
- C. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
- D. Processing: All Contractors are directed to the timeliness and critical importance of expediting the submittal process. Any lead times, which may impact sequencing, should be prioritized to meet the project schedule. Architect must be notified if any delays arise that will impact lead times.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that requires sequential activity.
 2. The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.
 3. To avoid the need to delay installation as a result of the time required to process submittals and to allow sufficient time for submittal review, all contractors' submittals shall be submitted for processing and have received final Architect's approval within 45 days from the date of Contract.
 - a. Allow ample time for initial review to achieve efficient construction sequencing. Allow additional time if the Architect must delay processing to permit coordination with subsequent submittals.
 - b. If an intermediate submittal is necessary, process the same as the initial submittal.
 - c. Allow ample time for reprocessing each submittal to achieve efficient construction sequencing.
 - d. No extension of Contract Time will be authorized because of the contractor's failure to transmit submittals to the Architect for processing sufficiently in advance of the scheduled Work.

- E. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
1. Provide a space approximately 4 by 5 inches on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
 2. Include the following information on the label for processing and recording action taken.
 - a. Project name.
 - b. Date.
 - c. Name and address of the Architect.
 - d. Name and address of the Contractor.
 - e. Name and address of the subcontractor.
 - f. Name and address of the supplier.
 - g. Name of the manufacturer.
 - h. Number and title of appropriate Specification Section.
 - i. Drawing number and detail references, as appropriate.
- F. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Architect using a transmittal form. The Architect will not accept submittals received from sources other than the Contractor.
- G. On the transmittal, record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.

1.4 CONTRACTOR'S PROGRESS SCHEDULE

- A. Bar (Gantt) Chart Schedule: Meeting the requirements of Section 00200 Paragraphs 4.10, 4.10.1, 8.2.3 through 8.2.9. Prepare a fully developed, horizontal bar type of chart titled: "Progress Schedule". A sample is attached at the end of this section, some requirements specified here are not shown in the sample.
- B. Time, the horizontal (x) axis in this schedule shall show the start of on site work through the Date of Substantial Completion, show the time for completion of punch list items, and show the time for general warranty and completion of commissioning.
- C. Provide a separate time bar for each line in the approved "Schedule of Values" with the incremental value of work in place for each month. Work Completed (in place) must be 99% of contract value to achieve Substantial Completion. Provide a continuous vertical line to identify the first working day of each month.
- D. At the bottom of the progress schedule provide:
1. a first line showing the total value of the work planned to be completed (in place) for each month,
 2. a second line showing the cumulative total value of the work planned to be completed (in place) to date,
 3. a third line showing the actual total value of the work certified as completed (in place) on the Application and Certificate for Payment for the month, and

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4. a fourth line showing the actual total cumulative value of the work certified as completed (in place) on the Application and Certificate for payment to date.
 5. Refer to Division 1 Section 01027 "Applications for Payment" for cost reporting and payment procedures.
- E. Distribution: Following approval of the initial submittal, print and distribute copies to the Architect, Owner, subcontractors, and other parties required to provide actual work in place and conform to schedule.
- F. Revisions: Revisions to values and or time shown in the Progress Schedule may only be made to reflect a Change Order and in accordance with Section 00200 Paragraph 8.2.7. When revisions are made, distribute to the same parties and post at the job-site. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
- G. Progress Schedule Updating: Revise the schedule after each meeting, where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

Progress Schedule (as required by Article 8, Paragraphs 8.2.3 & 8.2.4 of the General Conditions)										
(Project Name)		(Architect)		(Date)		(Approved by Architect)				
(City of Worcester Dept. or Facility)		(Construction Manager)		(Revision Date)						
(Project Address)		(Contractor)		(Revised Through)						
Section Number	Section or Filed Sub-bid Section	Mar-98	Apr-98	May-98	Jun-98	Jul-98	Oct-98	Nov-98	Dec-98	Totals
		1	2	3	4	5	6	7	8	
01000	General Requirements	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$32,000
02000	Sitework	\$10,000	\$10,000						\$10,000	\$30,000
03000	Concrete		\$4,000	\$12,000			\$8,000			\$24,000
04000	Masonry			\$8,000	\$10,000	\$12,000				\$30,000
05000	Metals			\$20,000						\$20,000
05500	Metal Fabrications							\$7,000		\$7,000
06000	Wood & Plastics								\$4,000	\$4,000
07100	Waterproofing & Caulking				\$3,000					\$3,000
07600	Roofing & Flashing					\$12,000				\$12,000
08000	Doors & Windows						\$4,000			\$4,000
08520	Alum. Windows							\$8,000		\$8,000
08800	Glass & Glazing								\$1,000	\$1,000
09250	Gypsum Drywall						\$6,000	\$5,000		\$11,000
09310	Ceramic Tile							\$2,000		\$2,000
09511	Acoustical Ceilings							\$1,000	\$1,000	\$2,000
09650	Resilient Flooring								\$3,000	\$3,000
09900	Painting								\$2,000	\$2,000
10000	Specialties								\$14,000	\$14,000
14204	Hydraulic Elevators						\$8,000	\$8,000	\$8,000	\$24,000
15400	Plumbing			\$1,000	\$2,000			\$3,000	\$5,000	\$11,000
15600	HVAC					\$4,000	\$5,000		\$4,000	\$13,000
16000	Electrical			\$1,000	\$3,000			\$4,000	\$4,000	\$12,000
	Total Planned to be Completed This Month	\$14,000	\$18,000	\$46,000	\$22,000	\$32,000	\$35,000	\$42,000	\$60,000	
	Total planned to be Completed To Date	\$14,000	\$32,000	\$78,000	\$100,000	\$132,000	\$167,000	\$209,000	\$269,000	\$269,000
	Actual Total Completed This Month	\$11,000	\$22,000	\$38,000						
	Actual Total Completed To Date	\$11,000	\$33,000	\$71,000	\$71,000	\$71,000	\$71,000	\$71,000	\$71,000	\$470,000

1.5 SUBMITTAL SCHEDULE

- A. After development and acceptance of the Contractor's Progress Schedule, prepare a complete Submittal Schedule and promptly submit the schedule to the Architect.
- B. Distribution: Following response to the initial submittal, print and distribute copies to the Architect, Owner, subcontractors, and other parties required to comply with submittal dates.

- C. Submittal Schedule Updating: Revise the Submittal Schedule after each meeting or activity where revisions have been recognized or made. Issue the updated project schedule concurrently with each Application for Payment.

1.6 DAILY CONSTRUCTION REPORTS

- A. Prepare a daily construction report recording the following information concerning events at the site, and submit copies to the Architect and Clerk of Works at weekly intervals:
 - 1. List of subcontractors at the site.
 - 2. Count of personnel at the site.
 - 3. Accidents and unusual events.
 - 4. Meetings and significant decisions.
 - 5. Stoppages, delays, shortages, and losses.
 - 6. Emergency procedures.
 - 7. Services connected, disconnected.
 - 8. Equipment or system tests and startups.
 - 9. General daily work tasks and progress.

1.7 SHOP DRAWINGS

- A. The Contractor's submittal and the Architect's acceptance of Shop Drawings, Product Data, or Samples that relate to construction activities not complying with the Contract Documents do not constitute an acceptable or valid request for substitution, nor do they constitute approval.
- B. Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.
- C. Shop Drawings include fabrication and installation Drawings, setting diagrams, schedules, patterns, templates and similar Drawings. Include the following information:
 - 1. Dimensions.
 - 2. Identification of products and materials included by sheet and detail number.
 - 3. Compliance with specified standards.
 - 4. Notation of coordination requirements.
 - 5. Notation of dimensions established by field measurement.

1.8 PRODUCT DATA

- A. The Contractor's submittal and the Architect's acceptance of Shop Drawings, Product Data, or Samples that relate to construction activities not complying with the Contract Documents do not constitute an acceptable or valid request for substitution, nor do they constitute approval.
- B. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.

1. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings".
2. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information. Include the following information:
 - a. Manufacturer's printed recommendations.
 - b. Compliance with trade association standards.
 - c. Compliance with recognized testing agency standards.
 - d. Application of testing agency labels and seals.
 - e. Notation of dimensions verified by field measurement.
 - f. Notation of coordination requirements.
- C. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
- D. Unless non-compliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
- E. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
 1. Do not proceed with installation until a copy of Product Data is in the Installer's possession.
 2. Do not permit use of unmarked copies of Product Data in connection with construction.

1.9 SAMPLES

- A. The Contractor's submittal and the Architect's acceptance of Shop Drawings, Product Data, or Samples that relate to construction activities not complying with the Contract Documents do not constitute an acceptable or valid request for substitution, nor do they constitute approval.
- B. Mount or display samples in the manner to facilitate review of qualities indicated. Prepare samples to match the Architect's sample. Include the following:
 1. Specification Section number and reference.
 2. Generic description of the sample.
 3. Sample source.
 4. Product name or name of the manufacturer.
 5. Compliance with recognized standards.
 6. Availability and delivery time.
- C. Submit samples for review of size, kind, color, pattern, and texture. Submit samples for a final check of these characteristics with other elements and a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
- D. Preliminary Submittals: Submit a full set of choices where samples are submitted for selection of color, pattern, texture, or similar characteristics from a range of standard choices.

1. Preliminary submittals will be reviewed and returned with the Architect's mark, indicating selection and other action.
- E. Submittals: Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operation, and similar characteristics, submit three (3) sets. One (1) set will be returned marked with the action taken.
 1. Maintain sets of samples, as returned, at the Project Site, for quality comparisons throughout the course of construction.
- F. Unless non-compliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
 1. Sample sets may be used to obtain final acceptance of the construction associated with each set.

1.10 QUALITY ASSURANCE SUBMITTALS

- A. Submit quality-control submittals, including design data, certifications, manufacturer's instructions, manufacturer's field reports, and other quality-control submittals as required under other Sections of the Specifications.
- B. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements; submit a notarized certification from the manufacturer certifying compliance with specified requirements.
 1. Signature: Certification shall be signed by an officer of the manufacturer or other individual authorized to sign documents on behalf of the company.

1.11 ARCHITECT'S ACTION

- A. Except for submittals of record or information, where action and return is required or requested, the Architect will review each submittal, mark to indicate action taken, and return as noted in Paragraph 1.3A.
- B. Compliance with specified characteristics is the Contractor's responsibility.
- C. Action Stamp: The Architect will stamp each submittal with a uniform, self-explanatory action stamp. The Architect will mark the stamp appropriately to indicate the action taken:
- D. Final Unrestricted Release: When submittals are marked "Approved", the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend on that compliance.
 1. Final-But-Restricted Release: When submittals are marked "Approved as Noted", that Work covered by the submittal may proceed provided it complies with markings or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.

2. Returned for Resubmittal: When submittal is marked "Approved as Noted - Revise and Resubmit" or "Not Approved, Revise and Resubmit", do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to the markings and resubmit without delay. Repeat if necessary to obtain different action mark.
- E. The Contractor shall not use, or permit to be used submittals marked "Approved as Noted - Revise and Resubmit" or "Not Approved, Revise and Resubmit" at the Project Site or elsewhere where Work is in progress.
- F. Other Action: Where a submittal is primarily for information or record purposes, special processing or other activity, the submittal will be returned marked "Action Not Required".

1.12 DRAWINGS TO BUILDING DEPARTMENT

- A. Contractor shall submit three (3) sets of fully addenderized plans and specification to the City of Worcester Building Department upon application for the building permit.
 1. Submit drawings to architect prior to permit application for "wet stamping" of architect and engineers professional seal to the drawings. Allow up to three (3) days for this process.
 2. Any reduction in addenda plan must be legible.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013000

SECTION 014000 - QUALITY REQUIREMENTS**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, are hereby made a part of this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for Quality-Control Services.
- B. Quality-Control Services include inspections, tests, and related actions, including reports performed by Contractor, by independent agencies, and by governing authorities. They do not include contract enforcement activities performed by Architect.
- C. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with Contract Document requirements.
- D. Requirements of this Section relate to customized fabrication and installation procedures, not production of standard products.
 - 1. Specific quality-control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified inspections, tests, and related actions do not limit Contractor's quality-control procedures that facilitate compliance with Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

1.3 RESPONSIBILITIES

- A. Contractor Responsibilities: The Contractor shall provide inspections, tests, and other similar Quality-Control Services specified in individual Specification Sections and as required by governing authorities. Costs for these services are included in the Contract Sum.
 - 1. The Contractor shall employ and pay a qualified independent testing agency to perform specified Quality-Control Services.
 - 2. Where the Owner has engaged an independent testing agency for testing and inspecting part of the Work, and the Contractor is also required to engage a testing entity for the same or related part or element of the Work, the Contractor shall not employ the entity engaged by the Owner, unless agreed to in writing by the Owner.
 - 3. Re-testing: The Contractor is responsible for retesting where results of inspections, tests, or other quality-control services prove unsatisfactory and indicate noncompliance with Contract Document requirements, regardless of whether the original test was Contractor's responsibility.

- a. The cost of re-testing construction, revised or replaced by the Contractor, is the Contractor's responsibility where required tests performed on original construction.
4. Associated Services: The Contractor shall cooperate with agencies performing required inspections, tests, and similar services, and provide reasonable auxiliary services as requested. Notify the agency sufficiently in advance of operations to permit assignment of personnel. Auxiliary services required include, but are not limited to, the following:
 - a. Provide access to the Work and furnish incidental labor, facilities and equipment necessary to facilitate inspections and tests.
 - b. Take adequate quantities of representative samples of materials that require testing or assist the agency in taking samples.
 - c. Provide facilities for storage and curing of test samples.
 - d. Provide security and protection of samples and test equipment at the Project Site.
- B. Owner Responsibilities: The Owner will engage and pay for the services of an independent testing agency to perform inspections, tests or other Quality-Control Services specified to be performed by independent testing agencies and not specified as the responsibility of the Contractor and/or are provided for by another identified entity. Costs for these services are not included in the Contract Sum.
 1. The Owner shall employ and pay for the services of a qualified independent testing agency, testing laboratory or other qualified entity to perform Quality-Control Services, which are the Owner's responsibility.
- C. Duties of the Testing Agency: The independent agency engaged to perform inspections, sampling, and testing of materials and construction specified in individual Sections shall cooperate with the Architect and the Contractor in performance of the agency's duties. The testing agency shall provide qualified personnel to perform required inspections and tests.
 1. The agency shall notify the Architect and the Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. The agency is not authorized to release, revoke, alter, or enlarge requirements of the Contract Documents or approve or accept any portion of the Work.
 3. The agency shall not perform any duties of the Contractor.
- D. Coordination: Coordinate the sequence of activities to accommodate required services with a minimum of delay. Coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.
 1. The Contractor is responsible for scheduling times for inspections, tests, taking samples, and similar activities.

1.4 SUBMITTALS

- A. Unless the Contractor is responsible for this service, the independent testing agency shall submit a certified written report, in duplicate, of each inspection, test, or similar service to the Architect. If the Contractor is responsible for the service, submit a certified written report, in duplicate, of each inspection, test, or similar service through the Contractor.

1. Submit additional copies of each written report directly to the governing authority, when the authority so directs.
2. Report Data: Written reports of each inspection, test, or similar service include, but are not limited to, the following:
 - a. Date of issue.
 - b. Project title and number.
 - c. Name, address, and telephone number of testing agency.
 - d. Dates and locations of samples and tests or inspections.
 - e. Names of individuals making the inspection or test.
 - f. Designation of the Work and test method.
 - g. Identification of product and Specification Section.
 - h. Complete inspection or test data.
 - i. Test results and an interpretation of test results.
 - j. Ambient conditions at the time of sample taking and testing.
 - k. Comments or professional opinion on whether inspected or tested Work complies with Contract Document requirements.
 - l. Name and signature of laboratory inspector.
 - m. Recommendations on retesting.

1.5 QUALITY ASSURANCE

- A. Qualifications for Service Agencies: Engage inspection and testing service agencies, including independent testing laboratories, that are prequalified as complying with the American Council of Independent Laboratories' "Recommended Requirements for Independent Laboratory Qualification" and that specialize in the types of inspections and tests to be performed.
 1. Each independent inspection and testing agency engaged on the Project shall be authorized by authorities having jurisdiction to operate in the State of Massachusetts.

1.6 WORK CONDITIONS / SEQUENCE

- A. If sub-contractors find that conditions are not appropriate for them to begin the work of their trade or if they are directed to perform their work out of sequence by the General Contractor or if the General Contractor directs sub-contractors to start and continue regardless of job conditions, the sub-contractor shall so notify the Architect in writing by certified mail immediately.

PART 2 – PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. General: Upon completion of inspection, testing, sample taking and similar services, repair damaged construction and restore substrates and finishes.
- B. Protect construction exposed by or for quality-control service activities, and protect repaired construction.

- C. Repair and protection is Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing, or similar services.

END OF SECTION

SECTION 014200 – REFERENCES**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, are hereby made part of this Section.

1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. Indicated: The term indicated refers to graphic representations, notes, or schedules on the Drawings, or other Paragraphs or Schedules in the Specifications, and similar requirements in the Contract Documents. Terms such as shown, noted, scheduled, and specified are used to help the reader locate the reference. There is no limitation on location.
- C. Directed: Terms such as directed, requested, authorized, selected, approved, required, and permitted mean directed by the Architect, requested by the Architect, and similar phrases.
- D. Approved: The term approved, when used in conjunction with the Architect's action on the Contractor's submittals, applications, and requests, is limited to the Architect's duties and responsibilities as stated in the Conditions of the Contract.
- E. Regulations: The term regulations includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. Furnish: The term furnish means supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations to the location within the project where the product will finally be installed.
- G. Install: The term install describes operations at the Project site including the actual unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. Provide: The term provide means to furnish and install, complete and ready for the intended use.
- I. Installer: An Installer is the Contractor or another entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier, to perform a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.
 - 1. The term experienced, when used with the term Installer, means having a minimum of five (5) previous projects similar in size and scope to this Project, being familiar with the special requirements indicated, and having complied with requirements of the authority having jurisdiction.
 - 2. Trades: Using terms such as carpentry is not intended to imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding

generic name, such as carpenter. It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.

3. Assigning Specialists: Certain Sections of the Specifications require that specific construction activities shall be performed by specialists who are recognized experts in those operations. The specialists must be engaged for those activities, and their assignments are requirements over which the Contractor has no choice or option. However, the ultimate responsibility for fulfilling Contract requirements remains with the Contractor.
 - a. This requirement shall not be interpreted to conflict with enforcing building codes and similar regulations governing the Work. It is also not intended to interfere with local trade union jurisdictional settlements and similar conventions.
- J. Project site is the space available to the Contractor for performing construction activities either exclusively or in conjunction with others performing other work as part of the Project. The extent of the Project site is shown on the Drawings and may or may not be identical with the description of the land on which the Project is located.
- K. Testing Agencies: A testing agency is an independent entity engaged to perform specific inspections or tests, either at the Project site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

1.3 SPECIFICATION FORMAT AND CONTENT EXPLANATION

- A. Specification Format: These Specifications are organized into Divisions and Sections based on the Construction Specifications Institute's 16 Division format and MASTERFORMAT numbering system.
- B. Specification Content: This Specification uses certain conventions regarding the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:
 1. Abbreviated Language: Language used in Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words that are implied, but not stated, shall be interpolated, as the sense requires. Singular words will be interpreted as plural and plural words interpreted as singular where applicable as the context of the Contract Documents indicates.
 2. Imperative and streamlined language is used generally in the Specifications. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the Text, subjective language is used for clarity to describe responsibilities that must be fulfilled indirectly by the Contractor, or by others when so noted.
 - a. The words "shall be" are implied wherever a colon (:) is used within a sentence or phrase.

1.4 INDUSTRY STANDARDS

- A. Applicability of Standards: Except where the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if

- bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. **Publication Dates:** Comply with the standards in effect as of the date of the Contract Documents.
- C. **Conflicting Requirements:** Where compliance with two (2) or more standards is specified and where the standards may establish different or conflicting requirements for minimum quantities or quality levels, refer requirements that are different but apparently equal and other uncertainties to the Architect for a decision before proceeding.
1. **Minimum Quantity or Quality Levels:** The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of the requirements. Refer uncertainties to the Architect for a decision before proceeding.
- D. **Copies of Standards:** Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
1. Where copies of standards are needed to perform a required construction activity, the Contractor shall obtain copies directly from the publication source.
- E. **Abbreviations and Names:** Trade association names and titles of general standards are frequently abbreviated. Where such acronyms or abbreviations are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards generating organization, authority having jurisdiction, or other entity applicable to the context of the Text provision. Refer to the "Encyclopedia of Associations", published by Gale Research Co., available in most libraries.
- F. **Abbreviations and Names:** Trade association names and titles of general standards are frequently abbreviated. The following acronyms or abbreviations, as referenced in Contract Documents, are defined to mean the associated names. Names and addresses are subject to change and are believed, but not ensured, to be accurate and up to date as of the date of Contract Documents.

AA	Aluminum Association 900 19th St., NW, Suite 300 Washington, DC 20006	(202) 862-5100
AABC	Associated Air Balance Council 1518 K St., NW Washington, DC 20005	(202) 737-0202
AAMA	American Architectural Manufacturers Association 1540 E. Dundee Road, Suite 310 Palatine, IL 60067	(708) 202-1350

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AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol St., Suite 225 Washington, DC 20001	(202) 624-5800
AATCC	American Association of Textile Chemists and Colorists P.O. Box 12215 Research Triangle Park, NC	(919) 549-8141
ACI	American Concrete Institute P.O. Box 19150 Detroit, MI 48219	(313) 532-2600
ACIL	American Council of Independent Laboratories 1629 K St., NW Washington, DC 20006	(202) 887-5872
ACPA	American Concrete Pipe Association 8300 Boone Blvd., Suite 400 Vienna, VA 22182	(703) 821-1990
ADC	Air Diffusion Council One Illinois Center, Suite 200 111 East Wacker Drive Chicago, IL 60601-4298	(312) 616-0800
AFBMA	Anti-Friction Bearing Manufacturers Association 1101 Connecticut Ave., NW, Suite 700 Washington, DC 20036	(202) 429-5155
AGA	American Gas Association 1515 Wilson Blvd. Arlington, VA 22209	(703) 841-8400
AHA	American Hardboard Association 520 North Hicks Road Palatine, IL 60067	(708) 934-8800
AHAM	Association of Home Appliance Manufacturers 20 North Wacker Drive Chicago, IL 60606	(312) 984-5800
AI	Asphalt Institute Research Park Drive P.O. Box 14052 Lexington, KY 40512-4052	(606) 288-4960
AIA	American Institute of Architects 1735 New York Ave., NW Washington, DC 20006	(202) 626-7300

A.I.A.	American Insurance Association 1130 Connecticut Ave., NW, Suite 1000 Washington, DC 20036	(202) 828-7100
AIHA	American Industrial Hygiene Association P.O. Box 8390 345 White Pond Drive Akron, OH 44320	(216) 873-2442
AISC	American Institute of Steel Construction One East Wacker Drive, Suite 3100 Chicago, IL 60601-2001	(312) 670-2400
AITC	American Institute of Timber Construction 11818 SE Mill Plain Blvd., Suite 415 Vancouver, WA 98684	(206) 254-9132
ALI	Associated Laboratories, Inc. 500 South Vermont Street Palatine, IL 60067	(708) 358-7400
ALSC	American Lumber Standards Committee P.O. Box 210 Germantown, MD 20875	(301) 972-1700
AMCA	Air Movement and Control Association 30 W. University Drive Arlington Heights, IL 60004-1893	(708) 394-0150
ANSI	American National Standards Institute 11 West 42nd Street, 13th Floor New York, NY 10036	(212) 642-4900
AOAC	Association of Official Analytical Chemists 2200 Wilson Blvd., Suite 400 Arlington, VA 22201-3301	(703) 522-3032
AOSA	Association of Official Seed Analysts c/o Larry J. Prentice 268 Plant Science 1ANR-UNL, Box 19281 Lincoln, NE 68583-0911	(402) 472-8649
APA	American Plywood Association P.O. Box 11700 Tacoma, WA 98411	(206) 565-6600
API	American Petroleum Institute 1220 L St., NW Washington, DC 20005	(202) 682-8000

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ARI	Air Conditioning and Refrigeration Institute 1501 Wilson Blvd., 6th Floor Arlington, VA 22209	(703) 524-8800
ARMA	Asphalt Roofing Manufacturers Association 6288 Montrose Rd. Rockville, MD 20852	(301) 231-9050
ASA	Acoustical Society of America 500 Sunnyside Blvd. Woodbury, NY 11797	(516) 349-7800
ASC	Adhesive and Sealant Council 1627 K Street, NW, Suite 1000 Washington, DC 20006-1707	(202) 452-1500
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers 1791 Tullie Circle, NE Atlanta, GA 30329	(404) 636-8400
ASME	American Society of Mechanical Engineers 345 East 47th St. New York, NY 10017	(212) 705-7722
ASPE	American Society of Plumbing Engineers 3617 Thousand Oaks Blvd., Suite 210 Westlake, CA 91362	(805) 495-7120
ASSE	American Society of Sanitary Engineering P.O. Box 40362 Bay Village, OH 44140	(216) 835-3040
ASTM	American Society for Testing and Materials 1916 Race St. Philadelphia, PA 19103-1187	(215) 977-9679
ATIS	Alliance for Telecommunications Industry Solutions 1200 G Street, NW, Suite 500 Washington, DC 20005	(202) 628-6380
AWCMA	American Window Covering Manufacturers Association 355 Lexington Avenue New York, NY 10017	(212) 661-4261
AWI	Architectural Woodwork Institute P.O. Box 1550 13924 Braddock Rd., Suite 100 Centreville, VA 22020	(703) 222-1100

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AWPA	American Wood Preservers' Association 4128-1/2 California Ave. SW, No. 171 Seattle, WA 98116	(206) 937-5338
AWPB	American Wood Preservers Bureau 4 E. Washington Street Newnan, GA 30263	(404) 254-9877
AWS	American Welding Society 550 LeJeune Road, NW P.O. Box 351040 Miami, FL 33135	(305) 443-9353
AWWA	American Water Works Association 6666 West Quincy Avenue Denver, CO 80235	(303) 794-7711
BHMA	Builders' Hardware Manufacturers Association 355 Lexington Ave., 17th Floor New York, NY 10017	(212) 661-4261
BIA	Brick Institute of America 11490 Commerce Park Drive Reston, VA 22091	(703) 620-0010
BIFMA	Business and Institutional Furniture Manufacturers Assoc. 2335 Burton Street, SE Grand Rapids, MI 49506	(616) 243-1681
CAGI	Compressed Air and Gas Institute c/o John H. Addington Thomas Associates, Inc. 1300 Sumner Avenue Cleveland, OH 44115-2851	(216) 241-7333
CAUS	Color Association of the United States 409 West 44th Street New York, NY 10036	(212) 582-6884
CBM	Certified Ballast Manufacturers Association Hanna Building, No. 772 1422 Euclid Avenue Cleveland, OH 44115-2851	(216) 241-0711
CCC	Carpet Cushion Council P.O. Box 546 Riverside, CT 06878	(203) 637-1312
CDA	Copper Development Association 2 Greenwich Office Park, Box 1840 Greenwich, CT 06836	(203) 625-8210

CFFA	Chemical Fabrics & Film Association, Inc. c/o Thomas Associates, Inc. 1300 Sumner Avenue Cleveland, OH 44115-2851	(216) 241-7333
CGA	Compressed Gas Association 1725 Jefferson Davis Highway, Suite 1004 Arlington, VA 22202-4100	(703) 979-0900
CISCA	Ceiling and Interior Systems Construction Association 5700 Old Orchard Road, 1st Floor Skokie, IL 60077	(708) 965-2776
CISPI	Cast Iron Soil Pipe Institute 5959 Shallowford Road, Suite 419 Chattanooga, TN 37421	(615) 892-0137
CRI	Carpet and Rug Institute P.O. Box 2048 Dalton, GA 30722	(404) 278-3176
CRSI	Concrete Reinforcing Steel Institute 933 Plum Grove Road Schaumburg, IL 60173	(708) 517-1200
DHI	Door and Hardware Institute 14170 New Brook Drive Chantilly, VA 22022	(703) 222-2010
DIPRA	Ductile Iron Pipe Research Association 245 Riverchase Parkway East, Suite O Birmingham, AL 35244	(205) 988-9870
DLPA	Decorative Laminate Products Association 600 South Federal Street, Suite 400 Chicago, IL 60605	(312) 922-6222
ECSA	Exchange Carriers Standards Association 5430 Grosvenor Lane, Suite 200 Bethesda, MD 20814	(301) 564-4505
EIA	Electronic Industries Association 2001 Pennsylvania Avenue, NW Washington, DC 20006-1813	(202) 457-4900
EIMA	Exterior Insulation Manufacturers Association 2759 State Road 580, Suite 112 Clearwater, FL 34621	(813) 726-6477

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EJMA	Expansion Joint Manufacturers Association 25 North Broadway Tarrytown, NY 10591	(914) 332-0040
ETL	ETL Testing Laboratories, Inc. P.O. Box 2040 Route 11, Industrial Park Cortland, NY 13045	(607) 753-6711
FCI	Fluid Controls Institute P.O. Box 9036 Morristown, NJ 07960	(201) 829-0990
FCIB	Floor Covering Installation Board 310 Holiday Avenue Dalton, GA 30720	(706) 226-5488
FGMA	Flat Glass Marketing Association White Lakes Professional Building 3310 Southwest Harrison Topeka, KS 66611-2279	(913) 266-7013
FM	Factory Mutual Research Organization 1151 Boston-Providence Turnpike P.O. Box 9102 Norwood, MA 02062	(617) 762-4300
GA	Gypsum Association 810 First Street, NE, Suite 510 Washington, DC 20002	(202) 289-5440
HEI	Heat Exchange Institute c/o John H. Addington Thomas Associates, Inc. 1300 Sumner Avenue Cleveland, OH 44115-2851	(216) 241-7333
HI	Hydronics Institute P.O. Box 218 35 Russo Place Berkeley Heights, NJ 07922	(908) 464-8200
H.I.	Hydraulic Institute 30200 Detroit Road Cleveland, OH 44145-1967	(216) 899-0010
HMA	Hardwood Manufacturers Assoc. 400 Penn Center Blvd. Pittsburgh, PA 15235	(412) 829-0770

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HPMA	Hardwood Plywood Manufacturers Assoc. 1825 Michael Farraday Drive P.O. Box 2789 Reston, VA 22090-2789	(703) 435-2900
IBD	Institute of Business Designers 341 Merchandise Mart Chicago, IL 60654	(312) 647-1950
ICEA	Insulated Cable Engineers Association, Inc. P.O. Box 440 South Yarmouth, MA 02664	(508) 394-4424
IEC	International Electrotechnical Commission (Available from ANSI) 1430 Broadway New York, NY 10018	(212) 354-3300
IEEE	Institute of Electrical and Electronic Engineers 345 East 47th Street New York, NY 10017	(212) 705-7900
IESNA	Illuminating Engineering Society of North America 345 East 47th Street New York, NY 10017	(212) 705-7926
IGCC	Insulating Glass Certification Council c/o ETL Testing Laboratories, Inc. P.O. Box 2040 Route 11, Industrial Park Cortland, NY 13045	(607) 753-6711
IMSA	International Municipal Signal Association 165 East Union Street P.O. Box 539 Newark, NY 14513	(315) 331-2182
IRI	Industrial Risk Insurers 85 Woodland Street Hartford, CT 06102	(203) 520-7300
ISA	Instrument Society of America P.O. Box 12277 67 Alexander Drive Research Triangle Park, NC 27709	(919) 549-8411
KCMA	Kitchen Cabinet Manufacturers Association 1899 Preston White Drive Reston, VA 22091-4326	(703) 264-1690

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LIA	Lead Industries Association, Inc. 295 Madison Avenue New York, NY 10017	(212) 578-4750
LPI	Lightning Protection Institute 3365 North Arlington Heights Road, Suite J Arlington Heights, IL 60004	(708) 255-3003
MCAA	Mechanical Contractors Association of America 1385 Piccard Drive Rockville, MD 20850-4329	(301) 869-5800
ML/SFA	Metal Lath/Steel Framing Association (A Division of the National Association of Architectural Metal Manufacturers) 600 South Federal Street, Suite 400 Chicago, IL 60605	(312) 922-6222
MSS	Manufacturers Standardization Society of the Valve and Fittings Industry 127 Park Street, NE Vienna, VA 22180	(703) 281-6613
NAAMM	National Association of Architectural Metal Manufacturers 600 South Federal Street, Suite 400 Chicago, IL 60605	(312) 922-6222
NAIMA	North American Insulation Manufacturers Association 44 Canal Center Plaza, Suite 310 Alexandria, VA 22314	(703) 684-0084
NBHA	National Builders Hardware Association (Now DHI)	
NCMA	National Concrete Masonry Association P.O. Box 781 Herndon, VA 22070-0781	(703) 435-4900
NCRPM	National Council on Radiation Protection and Measurements 7910 Woodmont Avenue, Suite 800 Bethesda, MD 20814	(301) 657-2652
NCSPA	National Corrugated Steel Pipe Association 2011 Eye Street, NW Washington, DC 20006	(202) 223-2217
NEC	National Electrical Code (from NFPA)	

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NECA	National Electrical Contractors Association 7315 Wisconsin Avenue Bethesda, MD 20814	(301) 657-3110
NEMA	National Electrical Manufacturers Association 2101 L Street, NW, Suite 300 Washington, DC 20037	(202) 457-8400
NETA	International Electrical Testing Association P.O. Box 687 Morrison, CO 80465	(303) 467-0526
NFPA	National Fire Protection Association One Batterymarch Park P.O. Box 9101 Quincy, MA 02269-9101	(617) 770-3000 (800) 344-3555
N.F.P.A.	National Forest Products Association 1250 Connecticut Avenue, NW, Suite 200 Washington, DC 20036	(202) 463-2700
NHLA	National Hardwood Lumber Association P.O. Box 34518 Memphis, TN 38184-0518	(901) 377-1818
NKCA	National Kitchen Cabinet Association (Now KCMA)	
NLGA	National Lumber Grades Authority 1055 West Hastings Street, Suite 260 Vancouver, British Columbia Canada V6E 2E9	(604) 687-2171
NOFMA	National Oak Flooring Manufacturers Association P.O. Box 3009 Memphis, TN 38173-0009	(901) 526-5016
NPA	National Particleboard Association 18928 Premiere Court Gaithersburg, MD 20879	(301) 670-0604
NPCA	National Paint and Coatings Association 1500 Rhode Island Avenue, NW Washington, DC 20005	(202) 462-6272
NRCA	National Roofing Contractors Association 10255 West Higgins Road, Suite 600 Rosemont, IL 60018-5607	(708) 299-9070

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NSF	National Sanitation Foundation 3475 Plymouth Road P.O. Box 1468 Ann Arbor, MI 48106	(313) 769-8010
NWMA	National Woodwork Manufacturers Association (Now NWWDA)	
NWWDA	National Wood Window and Door Association 1400 East Touhy Avenue, #G54 Des Plaines, IL 60018	(708) 299-5200
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077	(708) 966-6200
PCI	Precast/Prestressed Concrete Institute 175 West Jackson Blvd. Chicago, IL 60604	(312) 786-0300
PDI	Plumbing and Drainage Institute c/o Sol Baker 1106 West 77th Street, South Drive Indianapolis, IN 46260	(317) 251-6970
PEI	Porcelain Enamel Institute 1101 Connecticut Avenue, NW, Suite 700 Washington, DC 20036	(202) 857-1134
RFCI	Resilient Floor Covering Institute 966 Hungerford Drive, Suite 12-B Rockville, MD 20805	(301) 340-8580
RIS	Redwood Inspection Service 405 Enfrente Drive, Suite 200 Novato, CA 94949	(415) 382-0662
RMA	Rubber Manufacturers Association 1400 K Street, NW Washington DC 20005	(202) 682-4800
SDI	Steel Deck Institute P.O. Box 9506 Canton, OH 44711	(216) 493-7886
S.D.I.	Steel Door Institute 30200 Detroit Road Cleveland, OH 44145	(216) 889-0010

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SGCC	Safety Glazing Certification Council c/o ETL Testing Laboratories Route 11, Industrial Park Cortland, NY 13045	(607) 753-6711
SHLMA	Southern Hardwood Lumber Manufacturers Association (Now HMA)	
SIGMA	Sealed Insulating Glass Manufacturers Association 401 North Michigan Avenue Chicago, IL 60611	(312) 644-6610
SMA	Screen Manufacturers Association 3950 Lake Shore Drive, Suite 502-A Chicago, IL 60613-3431	(312) 525-2644
SMACNA	Sheet Metal and Air Conditioning Contractors National Association 4201 Lafayette Center Drive Chantilly, VA 22021	(703) 803-2980
SPIB	Southern Pine Inspection Bureau 4709 Scenic Highway Pensacola, FL 32504	(904) 434-2611
SPRI	Single Ply Roofing Institute 20 Walnut Street Wellesley Hills, MA 02189	(617) 237-7879
SSPC	Steel Structures Painting Council 4400 Fifth Avenue Pittsburgh, PA 15213-2683	(412) 268-3327
SSPMA	Sump and Sewage Pump Manufacturers Association P.O. Box 298 Winnetka, IL 60093	(708) 835-8911
SWI	Steel Window Institute c/o Thomas Associates, Inc. 1300 Sumner Ave, Cleveland, OH 44115-2851	(216) 241-7333
SWPA	Submersible Wastewater Pump Association 600 South Federal Street, Suite 400 Chicago, IL 60605	(312) 922-6222
TIMA	Thermal Insulation Manufacturers Association 29 Bank Street Stamford, CT 06901 (Standards now issued by NAIMA)	(203) 324-7533

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TPI	Truss Plate Institute 583 D'Onofrio Drive, Suite 200 Madison, WI 53719	(608) 833-5900
UFAC	Upholstered Furniture Action Council Box 2436 High Point, NC 27261	(919) 885-5065
UL	Underwriters Laboratories, Inc. 333 Pfingsten Road Northbrook, IL 60062	(708) 272-8800
USP	U.S. Pharmacopoeial Convention 12601 Twinbrook Parkway Rockville, MD 20852	(301) 881-0666
WCLIB	West Coast Lumber Inspection Bureau P.O. Box 23145 Portland, OR 97223	(503) 639-0651
WCMA	Wallcovering Manufacturers Association 355 Lexington Avenue, 17th Floor New York, NY 10017 (WCMA has moved from this location, perhaps to the Chicago area. Address and telephone number not confirmed.)	(212) 661-4261
WIC	Woodwork Institute of California P.O. Box 11428 Fresno, CA 93773-1428	(209) 233-9035
WRI	Wire Reinforcement Institute 1101 Connecticut Avenue NW, Suite 700 Washington, DC 20036-4303	(202) 429-5125
WSC	Water Systems Council 600 South Federal Street, Suite 400 Chicago, IL 60605	(312) 922-6222
WSFI	Wood and Synthetic Flooring Institute 4415 West Harrison Street, Suite 242-C Hillside, IL 60162	(708) 449-2933
WLPDIA	Western Lath, Plaster, Drywall Industries Association (Formerly California Lath & Plaster Association) 8635 Navajo Road San Diego, CA 92119	(619) 466-9070

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WWPA Western Wood Products Association
Yeon Building
522 SW 5th Avenue
Portland, OR 97204-2122 (503) 224-3930

W.W.P.A. Woven Wire Products Association
2515 North Nordica Avenue
Chicago, IL 60635 (312) 637-1359

G. Federal Government Agencies: Names and titles of federal government standard or Specification-producing agencies are often abbreviated. The following acronyms or abbreviations referenced in the Contract Documents indicate names of standard or Specification-producing agencies of the federal government. Names and addresses are subject to change but are believed to be, but are not assured to be, accurate and up to date as of the date of the Contract Documents.

CE Corps of Engineers
(U.S. Department of the Army)
Chief of Engineers – Referral
Washington, DC 20314 (202) 272-0660

CFR Code of Federal Regulations
(Available from the Government Printing Office)
North Capitol Street between G and H Streets, NW
Washington, DC 20402
(Material is usually first published in the "Federal Register")
(202) 783-3238

CPSC Consumer Product Safety Commission
5401 Westbard Avenue
Bethesda, MD 20207 (301) 492-6580
(800) 638-2772

CS Commercial Standard
(U.S. Department of Commerce)
Washington, DC 20230 (202) 482-2000

DOC U.S. Department of Commerce
14th Street and Constitution Avenue, NW
Washington, DC 20230 (202) 482-2000

DOT Department of Transportation
400 Seventh Street, SW
Washington, DC 20590 (202) 366-4000

EPA Environmental Protection Agency
401 M Street, SW
Washington, DC 20460 (202) 382-2090

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FAA	Federal Aviation Administration (U.S. Department of Transportation) 800 Independence Avenue, SW Washington, DC 20590	(202) 366-4000
FCC	Federal Communications Commission 1919 M Street, NW Washington, DC 20554	(202) 632-7000
FHA	Federal Housing Administration (U.S. Department of Housing and Urban Development) Director, Manufactured Housing and Construction Standards Division 451 Seventh Street, SW, Room 9158 Washington, DC 20201	(202) 755-5210
FS	Federal Specification (from GSA) Specifications Unit (WFSIS) 7th and D Streets, SW Washington, DC 20407	(202) 708-9205
GSA	General Services Administration F and 18th Streets, NW Washington, DC 20405	(202) 708-5082
MIL	Military Standardization Documents (U.S. Department of Defense) Naval Publications and Forms Center 5801 Tabor Avenue Philadelphia, PA 19120	
NIST	National Institute of Standards and Technology (U.S. Department of Commerce) Gaithersburg, MD 20899	(301) 975-2000
OSHA	Occupational Safety and Health Administration (U.S. Department of Labor) N3647 200 Constitution Avenue, NW Washington, DC 20210	(202) 219-8148
PS	Product Standard of NBS (U.S. Department of Commerce) Washington, DC 20230	(202) 482-2000
REA	Rural Electrification Administration (U.S. Department of Agriculture) 14th Street and Independence Avenue, SW Washington, DC 20250	(202) 447-2791

USDA	U.S. Department of Agriculture 14th Street and Independence Avenue, SW Washington, DC 20250	(202) 447-2791
USPS	U.S. Postal Service 475 L'Enfant Plaza, SW Washington, DC 20260-0010	(202) 268-2000

1.5 GOVERNING REGULATIONS AND AUTHORITIES

- A. Copies of Regulations: Obtain copies of governing regulations and retain at the Project site to be available for reference by parties who have a reasonable need, if requested by the Architect.

1.6 SUBMITTALS

- A. Permits, Licenses, and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence, and records established in conjunction with compliance with standards and regulations bearing upon performance of the Work.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 01 4325

TESTING AGENCY SERVICES

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- 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 SUMMARY

- A. The Owner will engage an independent testing agency at its own expense to perform certain testing, to confirm compliance with contract requirements and criteria described in the various Specification Sections and as the Owner deems appropriate. It is the Contractor's responsibility to provide and pay for its own inspection and testing. See Section 01 4000.
- B. Refer also the list of testing below, and to individual Specification Sections for the types and frequency of testing to be performed by the Owner's independent testing laboratory.

1.3 RELATED SECTIONS

A. GENERAL CONDITIONS

- 1. Inspections and testing required by laws, ordinances, rules, regulations, or orders of public authorities.

B. Section 01 4000 – Quality Requirements

- 1. Contractor's responsibility for testing services to maintain quality control.

1.4 OWNER TESTING AGENCY SERVICES

A. Owner testing agency services may include, but not be limited to, the following:

- 1. Waterproofing.
- 2. Flashing.
- 3. Window Assembly Units
- 4. Door Assembly Units.
- 5. Storefront Assembly Systems.
- 6. Others as required to demonstrate compliance with Contract requirements.

- B. Each independent inspection and testing agency engaged on the project shall be authorized by authorities having jurisdiction to operate in the Commonwealth of Massachusetts.

1.5 ENGAGEMENT OF INDEPENDENT TESTING LABORATORY

- A. The Owner will engage and pay for the services of independent inspectors and an independent testing laboratory to perform the services specified under various Sections of the Specifications.
- B. The services of a testing laboratory as specified in this Section is intended for the Owner's verification of the Contractor's compliance with the requirements of the Contract Documents. This shall in no way relieve the Contractor of its responsibilities to provide its own quality

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control, to meet all requirements of the Contract and to provide a completed project free from construction defects.

- C. Services and quantities of testing as specified herein are approximate and may vary. Actual services and quantities of testing will be determined by the Owner and the Designer during the construction period.
- D. Locations for taking sample specimens for testing shall be as directed by the Owner and the Designer.

1.6 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel and provide access to the work and to fabricator's facilities as required for the performance of their testing.
- B. Provide Casual Labor and Facilities:
 - 1. To provide access to the work to be inspected or tested.
 - 2. To obtain and handle specimens at the site.
 - 3. To facilitate inspections and tests.
 - 4. To construct a storage box, on the site, of sufficient size to store cylinders which will afford protection required by ASTM C31.
- C. Shop Drawings: Provide a complete set of construction documents and shop and/or erection drawings for the items being inspected and tested.
- D. Samples:
 - 1. Provide the laboratory with preliminary representative samples of materials to be tested, in requested quantities.
 - 2. When the source, quality, or characteristic of an approved source changes or indicates lack of compliance with contract requirements, submit additional samples of materials to testing laboratory.
- E. Miscellaneous Reports, Lists: When requested by the Designer or testing laboratory, the Contractor shall immediately provide copies of mill reports, cutting lists, shipping bills, material bills, time and place of shipment of materials to shop and field, and any relevant data on pressure testing and investigations of materials.
- F. Notification:
 - 1. To facilitate the timely sequence of inspection and testing, the Contractor shall give advanced notification to the testing laboratory and the Designer that work has progressed to the point where inspection and testing may proceed.
 - 2. Advanced notification shall be 48 business hours (minimum) prior to commencement of activity requiring testing and inspection.

1.7 CONTRACTOR'S QUALITY CONTROL

- A. Services of testing laboratory retained by the Owner is for verification of Contractor's compliance and, if such tests or inspection indicates failure to comply with these Contract Documents, the Contractor shall bear all costs associated with additional testing and inspection after the work has been corrected, to verify compliance.

- B. Provide a Quality Control Program, to the Owner and the Designer for their approval that includes monitoring and enforcement of the quality programs of all Subcontractors. See Section 014000 Quality Requirements.

1.8 PATCHING

- A. Areas where samples are taken for purposes of testing shall be patched by the Contractor to the satisfaction of the Owner and the Designer.

1.9 REPORTING OF RESULTS

- A. The testing laboratory shall document the values obtained in all tests, and shall indicate degree of compliance with the requirements of the Contract Documents. Test reports shall include the following information:
 - 1. Designer's project name and number.
 - 2. Type and location of test sample and time and date obtained.
 - 3. Type of test, ASTM or other appropriate designation.
 - 4. Result of test and degree of compliance with Contract Documents.
- B. Testing laboratory shall, on a weekly basis, distribute results of all tests as follows:
 - 1. Owner – 1 copy
 - 2. Designer – 1 copy
 - 3. Consulting Engineers (as designated by the Designer) – 1 copy
 - 4. Contractor – 1 copy
 - 5. Subcontractor – 1 copy
- C. Notify all parties immediately in the event that test results indicate that strengths, required by the Contract Documents, will not be attained.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, are hereby made a part of this Section.

1.2 SUMMARY

- A. This Section specifies requirements for temporary services and facilities, including utilities, construction and support facilities, security and protection.
- B. Temporary utilities required include, but are not limited to:
 - 1. Temporary power and lighting as specified in Division 260000.
 - 2. Temporary heat & winter conditions.
- C. Temporary construction and support facilities required include, but are not limited to:
 - 1. Waste disposal services.
 - 2. Temporary yard and storage on and off-site.
 - 3. Construction aids and miscellaneous services and facilities.
 - 4. Sweeping compound.
 - 5. Emergency portable generators of size required, if permanent power is temporarily unavailable.
 - 6. Water service and distribution, if water supply to adjacent occupied spaces is temporarily unavailable.
 - 7. Parking.
 - 8. Port-o-potty.
- D. Security and protection facilities required include, but are not limited to:
 - 1. Temporary weather protection, enclosures, and covers.
 - 2. Temporary fire protection and fire watch if required by Worcester Fire Department.
 - 3. Barricades, warning signs, lights.
 - 4. Temporary partitions between occupied areas and construction areas, STC 48 or better.
- E. Where a distinction is made in this specification section between temporary services to be provided by a General Contractor and those to be provided by a Subcontractor, the purpose is only to clarify which costs are to be included by the applicable parties for inclusion in the applicable bids and contracts that would follow. These distinctions have no bearing upon the Contract between the Owner and General Contractor and do not limit in any way the General Contractor's responsibility to provide all such temporary services without additional cost to the Owner. For the sake of clarity in this specification section, the term General Contractor has been used for the person called the Contractor in other specification sections, when the

intent is that that person shall provide a service directly at his own expense rather than at the expense of one of the Subcontractors from whom the Owner has taken filed sub-bids.

- F. The temporary services described in this specification section may not be adequate to provide for all of the needs of the General Contractor or all Subcontractors, but are intended only to provide a basis for obtaining filed sub-bids. The General Contractor or any Subcontractor requiring additional temporary services for the proper execution of his work or because of climatic conditions shall arrange for and obtain such services at his own expense without further compensation by the Owner.
- G. The Contractor shall be responsible for restoring all landscaped areas affected by the work of this project to their original "like-new" state that existed prior to work commencing. This restoration work shall include, but not be limited to, planting beds with mulch, trees, shrubs, and lawn areas. Great care should be taken during the course of the work to not damage nor destroy any landscaping impacted by this work. Any landscaping disturbed, damaged, or destroyed shall be restored, repaired, or replaced in-kind at no cost to the Owner.

1.3 SUBMITTALS

- A. Schedule: Submit a schedule indicating implementation and termination of each temporary utility within fifteen (15) days of date established for Commencement of the Work.

1.4 QUALITY ASSURANCE

- A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction, including but not limited to:
 - 1. Commonwealth of Massachusetts State Building Code requirements; 6th Edition.
 - 2. Federal, State and City Health and safety regulations.
 - 3. Utility company regulations.
 - 4. Police, Fire Department and Rescue Squad rules.
 - 5. Environmental protection regulations.
- B. Standards: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction, including but not limited to:
 - 1. NFPA Code 241.
 - 2. NFPA 70.
 - 3. ANSI A10.
 - 4. NECA NJG-6.
- C. Electric Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70.
- D. Inspections: Arrange for authorities having jurisdiction to inspect and test temporary utilities prior to use. Obtain required certifications and permits.

1.5 PROJECT CONDITIONS

- A. Temporary Utilities: At earliest feasible time, when acceptable to Owner, change from use of temporary service to use of permanent service.
- B. Conditions of Use: Maintain temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload temporary facilities, or permit them to interfere with progress. Do not allow hazardous, dangerous, unsanitary conditions, or public nuisances to develop or persist on the site.
- C. Maintain the continuity of all utility services at all times across all Phases of the Construction Project, unless otherwise directed by the Architect or Owner.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Provide new materials suitable for the use intended, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.

2.2 TEMPORARY WATER

- A. Definitions:
 - 1. Water Access Point: A point, within the Project area, at which water is available during construction.
- B. Charges: The General Contractor shall pay for all facilities to provide water during construction, while the Owner will supply and pay for water during the construction. The General Contractors shall pay for backflow preventer if utilizing Owners Hydrant for water.
 - 1. The furnishing of water by the Owner shall be conditional upon all contractors being conservative and prudent in its use. In the event of any contractor is repeatedly wasteful in the use of water thus provided, the Owner reserves the right to charge the General Contractor for wasteful usage at an equitable rate for the additional portion of water used.
- C. Temporary Water: The General Contractor shall be responsible for all facilities to provide water during construction as defined above and further specified as follows:
 - 1. Except under unusual circumstances, when otherwise specified or approved by the Architect, all water shall be of potable quality.
 - 2. The General Contractor shall provide all necessary piping, valving, hose bibbs, hosing, etc. to provide temporary water during construction from a water access point determined by the Owner's Representative. Any facilities running within the building are required not to leak. Any damage incurred due to leaks shall be repaired at the expense of the General Contractor.
 - 3. The General Contractor shall pay for and be responsible for the protection of Temporary Water, which he installs, from freezing and other damage.

2.3 TEMPORARY HEAT

A. Definitions:

1. Temporary Heating & Ventilating: The General Contractor shall provide temporary heat and ventilation, as needed, to work areas outside the building to maintain minimum temperatures described below. The General Contractor shall also provide temporary heat and ventilation, as needed, to work areas inside the building to maintain an indoor temperature of 68 degrees Fahrenheit during the winter months and 75 degrees Fahrenheit during the summer months.

- B. Charges: The General Contractor shall pay for all temporary heat and ventilation as defined above. The General Contractor shall pay for all fuel required for Temporary Heat and Ventilation. The Owner shall pay for all electrical energy use charges.

1. The furnishing of electrical energy by the Owner shall be conditional upon being conservative and prudent in its use. In the event that any contractor is repeatedly wasteful in the use of electrical energy thus provided, the Owner reserves the right to charge the General Contractor at an equitable rate for the additional portion of electrical energy used.

- C. Temporary Heating: Portable heating units shall be of sufficient capacity and number and shall be located so that damage to any part of the project from low temperature will be prevented and that concrete, masonry, and other components requiring curing shall be properly cured.

1. Heaters for temporary heat shall be temporary steam generators, forced air heaters, or other type heaters located outside the building or vented to the outside of the building. Type(s) shall be such as to not damage or stain construction or any part of the existing building. Heaters must be UL approved.
2. At no time will oil-burning "salamander" type heaters be used, nor will non-vented, open flame heaters be used inside the building.
3. Propane-type heaters shall not be used at anytime within the area of the building or near stockpiles of combustible materials.
4. Temporary heating shall apply to winter conditions.

- D. Temporary Ventilation: Portable ventilation units shall be of sufficient capacity and number and shall be located so that damage to any part of the project from excess humidity will be prevented and that concrete, masonry, and other components requiring curing shall be properly cured.

2.4 TEMPORARY POWER AND LIGHTING

A. Definitions:

1. Temporary Electric: The furnishing, installing, maintenance, and removal of all wiring, fusing, switches, outlets, lamps, and accessory electrical devices required to provide lighting and power needed by all construction trades for the duration of construction.

- B. Charges: The General Contractor shall pay for all facilities for Temporary Electric. The Owner shall pay for all use charges for electrical energy.

1. The furnishing of electrical energy by the Owner shall be conditional upon all contractors being conservative and prudent in its use. In the event that any contractor is repeatedly wasteful in the use of electrical energy thus provided, the Owner reserves the right to charge the General Contractor at an equitable rate for the additional portion of energy consumed.
- C. Temporary Electricity: The General Contractor shall pay for and be responsible for Temporary Electric as defined above and further specified as follows:
1. The General Contractor shall provide temporary electricity during construction from an electrical service access point determined by the Owner's Representative.
 2. The Temporary Electricity is expected to be used during normal working hours, as defined in Section 01010 – Summary of Work. No additional charge shall be made by the General Contractor for switching the system on and off to meet this time requirement.
 3. Responsibility of compliance with local, state, and national codes for installation of the Temporary Electric service shall be borne by the General Contractor.
 4. The General Contractor shall be responsible to service and maintain all temporary lighting during the construction.
 5. The General Contractor shall be responsible to pay for the following Temporary Electricity. This schedule will not necessarily provide for all requirements of all contractors. The General Contractor or any Subcontractor having requirements for power, lighting, or service other than those provided herein, shall make the necessary arrangements to obtain such power, lighting, or service at his own expense.
 - a. The General Contractor shall obtain all necessary permits, shall furnish and install the temporary electrical power and lighting systems, and shall pay for all labor, materials, and equipment required for this work. All such temporary electrical work shall meet the requirements of the Massachusetts Electrical Code and OSHA.
 - b. The Electrical Subcontractor shall furnish and install a feeder, or feeders, of sufficient capacity to provide additional lighting to the work areas, as required, to properly carryout the work. Temporary lighting shall be based on the following requirements:
 - 1) Rooms or spaces under 250 square feet: Two (2) 100-watt lamps.
 - 2) Rooms or spaces over 250 square feet and under 500 square feet: Four (4) 100-watt lamps.
 - 3) Rooms or spaces over 500 square feet and under 1,000 square feet: Two (2) 200-watt lamps.
 - 4) Rooms or spaces over 1,000 square feet: Two (2) 200-watt lamps for every 1,000 square feet or fraction thereof.
 - 5) Sufficient additional wiring outlets and lamps shall be installed to insure proper lighting in stairwells, corridors, and passage areas.
 - 6) Temporary power, in addition to the lighting requirements, shall be provided throughout the building for electrically operated tools, based on a minimum of 0.50 watts per square foot.
 - 7) Outlets shall be located at convenient points so that extension cords of not over 50 feet in length will reach all work requiring light or power.
 - 8) All Electrical Outlets shall be properly configured NEMA polarized outlets to prevent insertion of 110-120 volt plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button, and pilot light, for connection of power tools and equipment.

- 9) All Electrical Power Cords shall be grounded extension cords that are “hard-service” type where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas where construction activities are in progress.
- c. All necessary cables, load centers, switches, and accessories required for the temporary light and power installation shall be provided and installed by the General Contractor.
- d. The General Contractor shall furnish and install all lamps, both initial and replacement until the Date of Substantial Completion.
- e. Temporary light and power requirements herein required are for the use of all trades working at the site.
- f. All Contractors and Subcontractors shall, individually, furnish all extension cords and lamps, sockets, motors, and accessories required for their work.
 - 1) All Electrical Power Cords shall be grounded extension cords that are “hard-service” type where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas where construction activities are in progress.
- g. Any of the Contractors or Subcontractors shall reimburse the General Contractor for any of the following:
 - 1) Any temporary wiring of a special nature, other than that specified above, required for their work.
 - 2) Any temporary wiring of construction offices and buildings used by them.
 - 3) Any temporary wiring for protective night lighting.
- h. The General Contractor shall be responsible for removing all temporary wiring, service equipment, and accessories when and as directed to by the General Contractor.
- i. The provisions of the Massachusetts Electrical Code shall be strictly complied to, with special respect to Article 305 of said code, and the following precautions shall be taken:
 - 1) Open conductors shall be fastened at the ceiling height at minimum of 10 feet intervals. Conductors may not be laid on the floor, and receptacles or fixed equipment circuits shall contain a separate equipment-grounding conductor if run as open wiring. Receptacles shall be of the grounding type. Branch circuits shall also be of the grounding type, unless installed in a complete metallic conductor and receptacles electrically connected to the grounding conductor. Neither bare conductors nor earth returns shall be used for wiring of any temporary circuits. Grounding circuits shall never be interrupted.
 - 2) All 15 and 20 amp receptacle outlets on single phase circuits which are used for construction purposes shall be equipped with ground-fault circuit interrupters, reset button, and pilot lights; as required by Article 210 of the Massachusetts Electrical Code.
 - 3) All outlets shall be properly configured NEMA polarized outlets to prevent insertion of 110-120 volt plugs into higher voltage outlets.

2.5 TEMPORARY SANITARY FACILITIES

- 1. The General Contractor shall provide ample toilet facilities with proper enclosures for the use of workmen employed on the work to be as located within the construction areas on site where permitted by the Architect.

- a. Provide the Architect with a schedule of maintenance and cleaning. Provide toilet facilities with hand washing sanitizer dispenser, paper towels, and cleaners.
- b. Toilet facilities shall be installed and maintained in conformity with the governing laws and building code. They shall be properly lit, ventilated, and kept clean at all times.
- c. At no time shall any Contractor Personnel use toilet facilities outside the work areas or in any Owner occupied parts of the building.

2.6 TEMPORARY WEATHER PROTECTION

A. Definitions:

1. Weather Protection: The furnishing, installing, maintenance, and removal of temporary closures, covers, shields, and any other weather protection devices as required to protect work in place and permit construction to proceed during cold or inclement weather.

- ### **B. Weather Protection Standard:** The following weather protection standards pursuant to Chapter 597 of the Acts of 1980, modifying Sections 44F and G of Chapter 149 of the General Laws, are hereby incorporated into this specification, and shall be considered supplementary to the temporary heating and temporary enclosure requirements. Under the provisions of Chapter 149, Section 44F(I) and Section 44G, Paragraph D, of the General Laws, General Contractors are required to provide weather protection to allow building construction to be carried on during the months of November through March. These standards do not require enclosures for heat for operations that are not economically feasible to protect in the judgment of the Awarding Authority; including for example, site work, excavation, pile driving, steel erection, erection of certain exterior panels, roofing, and the like.

1. The General Contractor shall provide and install weather protection.
2. Weather protection shall be provided during the months of November through March.
3. Temperature at the working surface shall be at least forty degrees Fahrenheit (40° F). This provision does not supersede any specific greater requirements for the methods of construction or curing of materials.
4. Weather protection materials, equipment, and the installation thereof, shall comply with all safety rules and regulations including the provisions for adequate ventilation and fire protection devices.
5. At completion of work, the General Contractor shall remove temporary weather protection and restore all surfaces to first class condition.
6. The General Contractor may choose, if the Awarding Authority 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 General Contractor shall thoroughly clean and restore to first class condition, acceptable to the Awarding Authority, 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 Awarding Authority; such guarantee shall begin to run only when the Awarding Authority accepts the building.
7. Reporting Requirements:
 - a. Within thirty (30) calendar days after Contract Award the General Contractor shall submit, in writing to the Awarding Authority for approval, its proposed plan for

weather protection. Refer to Section 01300 – Submittals for additional information regarding the appropriate procedure in preparing this submittal.

- b. The General Contractor shall furnish and install accurate Fahrenheit thermometers at places designated by the Awarding Authority to determine whether the required temperature is being maintained.

C. Temporary Covers and Enclosures:

1. Except as otherwise specified herein below, all costs of closing openings in new construction and the exterior of the existing buildings where opened to the weather, including temporary covers and enclosures, shall be borne by the General Contractor. Enclosures must be built around various portions of the new construction and new exterior openings in the existing building as the work progresses if, and as necessary to totally insure against the intrusion of rain, snow, and other moisture which might damage the new or existing materials or finishes and as necessary to maintain the minimum temperatures specified.
 - a. Where roofs, exterior walls, windows, or other elements of new or existing buildings or structures providing weather protection are to be temporarily opened to the weather, they shall be fully enclosed or covered with securely attached and well draining enclosures whenever inclement weather is occurring or is threatening, to assure absolute weather protection. Any and all damage to the new or existing buildings or structures, including all materials and finishes thereon, caused by inadequate protection shall be made good by the General Contractor without further cost to the Owner.
2. All such weather tight enclosures shall provide a reasonable open area to permit drying of new wet materials while at the same time making it possible to maintain the required interior temperatures. The General Contractor shall provide sufficient continuous ventilation until the time that the “wet” work of the project has dried sufficiently to receive finished woodwork and other materials subject to moisture damage, at which time the ventilation shall be maintained at approximately the anticipated conditions of final use of the project.
3. The permanent doors and frames shall not be used as temporary enclosures prior to the time of delivery of finished woodwork or acoustical materials. Temporary wood or plywood doors with wood frames and proper hardware to make the doors self-closing shall be provided, instead, at the door openings.
4. As parts of the temporary enclosures, the permanent doors, windows, and fixed glass may be used, provided sufficient ventilation area is available and that extreme care is taken to prevent damage to the same. Where available ventilation area is limited, intake and discharge fans may be used to increase air movement through the construction areas. Before delivery of finished woodwork or other materials subject to moisture damage, the permanent windows, roof accessories, fixed glass, doors, and entrances must be in place. Spark-proof fans shall also be provided to remove toxic or obnoxious fumes from enclosed areas as may be required.
5. Once temporary enclosures are in place, a temperature of at least 55 degrees Fahrenheit shall be maintained within all interior workspaces. From time of delivery of first shipment of finished woodwork or other finished materials subject to moisture damage, a temperature of at least 60 degrees Fahrenheit shall be maintained within all interior spaces. Temperatures shall be maintained at this level until time of substantial completion of the project or occupancy by the Owner, whichever is sooner, and shall not be discontinued until definite arrangements for same have been made by the Owner.

- D. Weather Protection by Subcontractors: The General Contractor shall provide at his own expense all Weather Protection as defined above except as follows:
1. Each Subcontractor shall pay for and be responsible for the weather protection of his tools, devices, equipment, appliances, and appurtenances to be used in the accomplishment of his work and for weather protection of materials furnished by him until such materials are incorporated as a physical part of the Project.
 2. Protection and heating of aggregates and water for concrete and mortars shall be the responsibility and at the expense of the respective Subcontractors furnishing concrete and mortars.
 3. Construction Water Facilities, furnished and installed by the General Contractor, shall be protected against freezing by the Contractor at his own expense.
 4. Hoses, piping, and accessory devices installed and connected by others to the water facilities furnished by the Contractor shall be protected against freezing by the installer at his own expense.

2.7 TEMPORARY FIRE PROTECTION

- A. The General Contractor shall take all necessary precautions for the prevention of fire during construction. He shall be responsible that the area within the contract limits is kept orderly and clean and that combustible rubbish is promptly removed from the site. Combustible materials shall be stored on site in a manner and at locations approved by the Architect. The General Contractor shall comply with all suggestions regarding fire protection made by the Insurance Company with which the Owner maintains his fire insurance.
- B. The General Contractor shall provide and maintain in good working order, under all conditions, readily available to all portions of the site and work, suitable and adequate fire protection equipment and services. Such facilities shall include, but are not limited to, the furnishing and maintaining in good working order a minimum of two (2) standard, Underwriters' Laboratories labeled, 2-1/2 gallon capacity fire extinguishers per floor.
- C. Smoking shall be prohibited on the premises and signs to this effect shall be posted conspicuously.
- D. Fires shall not be built on the premises.

2.8 TEMPORARY CRANES, LIFTS, DERRICKS, AND HOISTING SERVICES

- A. The General Contractor shall furnish, install, operate, and maintain in safe condition all crane services outside of the building for his own use and for the use of all Subcontractors on the project to properly carry out and complete the work, except as may otherwise be specifically provided for in any of the trade sections of the Specifications.
- B. All crane services shall be provided at no cost to the Subcontractors for their work.
- C. Each Subcontractor shall, however, provide their own lifts, derricks, hoisting services, etc. (excluding crane services outside the building) for their own work outside and inside the building to properly complete their work.
- D. All cranes, lifts, derricks, and hoisting equipment, machinery, and operation shall comply in all respects to the governing laws and codes.

2.9 TEMPORARY STAGING AND SCAFFOLDING

- A. The General Contractor shall furnish, erect, and maintain in safe condition all exterior and interior staging and scaffolding required for his own use.
- B. Each of the Subcontractors shall furnish, erect, and maintain in safe condition all exterior and interior staging and scaffolding for their own use.
- C. All staging and scaffolding shall be enclosed at the ground by a temporary construction fence as defined elsewhere in this Section.
- D. Staging and scaffolding shall comply in all respects to the governing laws and codes.

2.10 TEMPORARY BRACING, SHORING, SHEETING, AND TIE-DOWNS

- A. The General Contractor shall take all precautions to protect the Work against collapse or other damage by earth or construction loads, high winds, snow and rain loads, damage by adverse weather conditions or geological disturbances, or other cause, by temporary bracing shoring, sheeting, guying, lacing, covering, weighting, and other reasonable and prudent means.

2.11 TEMPORARY STAIRS, LADDERS, RAMPS, PLATFORMS, ETC.

- A. The General Contractor shall provide and maintain all necessary temporary stairs, ladders, ramps, platforms, and other temporary construction required for the proper execution of the work, all of which shall comply with requirements of the governing laws and codes and/or as required by local building officials.
- B. As soon as the permanent ladders and hatches are installed, the General Contractor shall provide temporary protective measures acceptable to the Architect to maintain their new condition until substantial completion, so to assure that such items will not be damaged as the remaining work progresses.

2.12 TEMPORARY FENCING, BARRIERS, AND PARTITIONS

- A. Protection: The General Contractor shall be fully responsible for security of the work areas of the site and for patrolling and protecting the work under construction and his and the Owner's materials stored or otherwise located on the site.
- B. Temporary Barricading: In addition, the General Contractor shall provide other temporary fencing, barricading, and overhead protection of substantial nature to protect workmen, other personnel, and the public against various hazards and attendant nuisances that come about as the work progresses such as, but not necessarily limited to, falling materials, dangerous excavations, dangerous projections or obstructions, stored or stock piled materials, etc. Comply fully with recommendations of the Association of General Contractors and provisions of the governing laws and codes.

Note: As part of requirement for overhead protection, include substantial, well constructed, walkways covers sufficient to assure pedestrian safety, in accordance with recommendations of the Association of General Contractors and provisions of the governing laws and codes.

- C. In addition, the General Contractor shall provide all necessary protective barriers within the existing building as required to assure the safety of persons and property wherever work of this Contract is being carried out. Include substantial, well constructed, protective barriers at all construction work-limit-lines separating Contract work areas from areas occupied by the Owner. Also include flameproof dust-curtaining and block or filter mechanical return air systems in a safe manner, in cooperation with Mechanical trade, between areas where dust effusive work is being carried out and other interior areas of the new addition and existing building to prevent passage of dirt and dust. Barriers, curtaining, etc., must be self-supporting, and must not depend on building construction for primary structure or anchorage. Locations and quantities of barriers and dust curtaining shall at all times be subject to Owner's and Architect's approval, but such approval, or lack of inspection or approval, by the Owner or the Architect, shall not be construed as relieving the Contractor of any of his responsibilities under the Contract.

2.13 TEMPORARY STORAGE FACILITIES

- A. Space for storage of materials shall be confined to the construction areas outside the building and as designated and/or approved by the Architect.
- B. Locations where construction equipment may be stored during non-working hours shall be as acceptable to the Owner. Construction equipment shall not present a hazard when stored.

2.14 NOISE, DUST, AND POLLUTION CONTROL

- A. All work performed under the Contract shall conform to the requirements of Chapter III, Section 31C and Section 142D of the General Laws, Commonwealth of Massachusetts and Rules and Regulations adopted thereto by the Commonwealth of Massachusetts, Department of Public Health, and the requirements of local noise, dust, and pollution control laws, ordinances, and regulative agencies applicable to the work.
- B. The General Contractor shall provide temporary partitions to prevent noise, dust, pollution or order from entering occupied spaces. Temporary partitions shall have STC of 50. Submit location plan and type of construction for temporary partitions for approval.
- C. Control of air borne dust or pollution from the site with spray or as otherwise may be necessary to prevent the migration of any dust or pollutants.
- D. Dust Control: Use water mist, temporary enclosures, and other suitable methods to limit spread of dust and dirt. Comply with governing environmental protection regulations.
1. Do not use water when it may damage existing construction or create hazardous or objectionable conditions, such as ice, flooding, or pollution.
 2. Vacuum equipment shall be equipped with HEPA filters.
 3. Vacuum carpeted areas.
 4. Wet mop floors to eliminate trackable dirt.
 5. Sweeping shall be allowed only with the use of a non-oil based sweeping compound followed by vacuuming any remaining residue.
 6. Wipe down walls and doors of demolition enclosure.
- E. Disposal: Remove and transport debris, in a manner that will prevent spillage on adjacent surfaces and areas, to the construction dumpster(s).

- F. Cleaning: Clean areas adjacent to the work area of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

2.15 WATER CONTROL

- A. The General Contractor shall be responsible for site drainage and snow removal within the limit-of-work lines and shall maintain such drainage and removal during the life of the Contract in a manner approved by the Owner and Architect, and so as not to adversely affect the adjacent areas.
- B. Water from the Work of this Project shall be disposed of in such a manner as not to be a threat to public health nor cause damage to public or private property. It shall not be disposed of over surfaces of roads, walks, and streets, nor be permitted to cause any interference with the normal use of the same.
- C. Removal of snow and ice from within the limit-of-work lines at the site as required to maintain the continual progress of the work, including that required to keep work areas, access roads, and storage areas clear, free, and in use, and as required to prevent damage to existing construction and new work in places.

2.16 CONSTRUCTION CLEANING AND CONSTRUCTION DUMPSTERS

- A. The General Contractor shall provide and pay for temporary dumpster type trash containers outside the building for use by all Subcontractors, and shall have the containers replaced, hauled away, and the contents legally disposed of at sufficient intervals to maintain them at all times in sufficiently empty condition that they are ready to receive trash and debris.
- B. All construction dumpsters shall be located in the parking lot within the construction staging area and where permitted by the Owner.
- C. Each Contractor on the project shall be responsible for removing their own trash and debris from the building to the construction dumpster(s).
- D. Waste materials and rubbish, which might otherwise raise dust, shall be sprinkled during handling and loading to minimize this effect. Debris shall be carried out of the structure in containers or dropped in fully enclosed chutes and shall not be passed through, or thrown from, windows or other wall openings, and in no case shall the debris or trash be permitted to drop freely from the openings.
- E. The Work Areas shall be inspected daily and all debris, waste, rubbish, etc. shall be removed and placed in a dumpster.
- F. All waste materials and rubbish shall be disposed of legally, off the site.

2.17 TEMPORARY RODENT AND PEST CONTROL

- A. Rodent and Pest Control: 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. 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.

2.18 WATCHMEN, FLAGMEN, AND POLICE DETAILS

- A. The General Contractor shall provide the services of flagmen, traffic directors, and police details as necessary and as required by authorities having jurisdiction. Please refer to Section 01010 – Summary of Work for additional information regarding the police details and the appropriate pay rates.

2.19 PARKING

- A. Parking will be permitted on site or as directed by the owner.

PART 3 - EXECUTION

3.1 OPERATION, TERMINATION AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- B. Maintenance: Maintain facilities in good operating condition, until removal. Protect from damage. If damage occurs, repair immediately upon discovery. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour per day basis.
- C. Termination and Removal: Unless the Architect requests that it be maintained longer, remove each temporary facility when the need has ended. Clean and renovate permanent facilities that have been used during construction period, including:
 1. Replace air filters and clean inside of ductwork and housings.
 2. Replace worn parts.
 3. Replace lamps.

END OF SECTION

SECTION 016000 – PRODUCT REQUIREMENTS**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, are hereby made part of this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements governing the Contractor's selection of products for use in the Project.
- B. Reference Standards and Definitions: Refer to Section 01 4200 "References" for the applicability of industry standards to products specified.
- C. The Contractor's Construction Schedule and the Submittal Schedule are specified under Section 01 3300 "Submittal Procedures".
- D. Administration procedures for handling requests for substitutions made after award of the Contract are specified under Section 01 2500 "Substitution Procedures".

1.3 DEFINITIONS

- A. Definitions used in this Article are not intended to change the meaning of other terms used in the Contract Documents, such as "specialties", "systems", "structure", "finishes", "accessories", and similar terms. Such terms are self-explanatory and have well-recognized meanings in the construction industry.
 - 1. "Products" are items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock. The term "product" includes the terms "material", "equipment", "system", and terms of similar intent.
 - a. "Named Products" are items identified by the manufacturer's product name, including make or model number or other designation, shown or listed in the manufacturer's published product literature that is current as of the date of the Contract Documents.
 - 2. "Materials" are products substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the Work.
 - 3. "Equipment" is a product with operational parts, whether motorized or manually operated, that requires service connections, such as wiring or piping.

1.4 SUBMITTALS

- A. Product List: Prepare a schedule in tabular form showing each product listed. Include the manufacturer's name and proprietary product names for each item listed.

1. Coordinate product list with the Contractor's Construction Schedule and the Schedule of Submittals.
2. Form: Prepare product list with information on each item tabulated under the following column headings:
 - a. Related Specification Section number.
 - b. Generic name used in Contract Documents.
 - c. Proprietary name, model number, and similar designations.
 - d. Manufacturer's name and address.
 - e. Supplier's name and address.
 - f. Installer's name and address.
 - g. Projected delivery date or time span of delivery period.
 - h. Specific Product "Material Safety Data Sheet" reference.
3. Submittal: Within twenty (20) days after date of commencement of the Work, submit four (4) copies of an initial product list. Provide a written explanation for omissions of data and for known variations from Contract requirements.
 - a. At the Contractor's option, the initial submittal may be limited to product selections and designations that must be established early in the Contract period.
4. Architect's Action: The Architect will respond in writing to Contractor. No response constitutes no objection to listed manufacturers or products but does not constitute a waiver of the requirement that products comply with Contract Documents. The Architect's response will include the following:
 - a. A list of unacceptable product selections, containing a brief explanation of reasons for this action.

1.5 MATERIAL SAFETY DATA SHEETS MANUAL

- A. Within ten (10) days after submission of Product List Schedule and before materials may be delivered to jobsite, submit one (1) or more 8 ½ x 11 paper size three (3) ring binder with the Product List Schedule and Material Safety Data Sheet for each product. Using the Product List Schedule as table of contents arrange Materials Safety Data Sheets in table of contents order.
- B. Submit one (1) copy of materials Safety Data Sheet Manual to Clerk of the Works and Architect.
 1. Provide one (1) copy of Material Safety Data Sheets for insertion in Manual for products listed on additional Product List Schedules.
- C. This requirement is in addition to any obligation the Contractor has to maintain Material Safety Data Sheets at job site or elsewhere.

1.6 QUALITY ASSURANCE

- A. Source Limitations: To the fullest extent possible, provide products of the same kind from a single source.

1. When specified products are available only from sources that do not, or cannot, produce a quantity adequate to complete project requirements in a timely manner, consult with the Architect to determine the most important product qualities before proceeding. Qualities may include attributes, such as visual appearance, strength, durability, or compatibility. When a determination has been made, select products from sources producing products that possess these qualities, to the fullest extent possible.
- B. Compatibility of Options: When the Contractor is given the option of selecting between two (2) or more products for use on the Project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.

1.7 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products according to the manufacturer's recommendations, using means and methods that will prevent damage, deterioration, and loss, including theft.
 1. Schedule delivery to minimize long-term storage at the site.
 2. Coordinate delivery with installation time.
 3. Deliver products to the site in an undamaged condition in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 4. Inspect products upon delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
 5. Store products at the site in a manner that will facilitate inspection.
 6. Store and maintain products within acceptable environmental ranges and conditions required by manufacturer's instructions.

1.8 WORK CONDITIONS / SEQUENCE

- A. If sub-contractors find that conditions are not appropriate for them to begin the work of their trade or if they are directed to perform their work out of sequence by the General Contractor or if the General Contractor directs sub-contractors to start and continue regardless of job conditions, the sub-contractor shall so notify the Architect in writing by certified mail immediately.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, new at the time of installation.
 1. Provide products complete with accessories, trim, finish, safety guards, and other devices and details needed for a complete installation and the intended use and effect.
- B. Product Selection Procedures: Product Selection is governed by the Contract Documents and governing regulations; not by previous project experience. Procedures governing product selection include the following:

1. Where products or manufacturers are specified by name, accompanied by the term "or equal" or "or approved equal", comply with the Contract Document provisions concerning "substitutions" to obtain approval for use of an unnamed product.
2. Non-proprietary Specifications: When Specifications list products or manufacturers that are available and may be incorporated in the Work, they do not restrict the Contractor to use of these products only, the Contractor may propose any available product that complies with Contract requirements. Comply with Contract Document provisions concerning "substitutions" to obtain approval for use of an unnamed product.
3. Descriptive Specification Requirements: Where Specifications describe a product or assembly, listing exact characteristics required, with or without use of a brand or trade name, provide a product or assembly that provides the characteristics and otherwise complies with Contract requirements.
4. Performance Specification Requirements: Where Specifications require compliance with performance requirements, provide products that comply with these requirements and are recommended by the manufacturer for the application indicated. General overall performance of a Product is implied where the product is specified for a specific application.
 - a. Manufacturer's recommendations may be contained in published product literature or by the manufacturer's certification of performance.
5. Compliance with Standards, Codes, and Regulations: Where the Specifications only require compliance with an imposed code, standard, or regulation, select a product that complies with the standards, codes, or regulations specified.
6. Visual Matching: Where Specifications require matching an established Sample, the Architect's decision will be final on whether a proposed product matches satisfactorily.
 - a. Where no product available within the specified category matches satisfactorily and complies with other specified requirements, comply with provisions of the Contract Documents concerning "substitutions" for selection of a matching product in another product category, or for non-compliance with specified requirements.
7. Visual Selection: Where specified product requirements include the phrase "... as selected from manufacturer's standard colors, patterns, textures..." or a similar phrase, select a product and manufacturer that complies with other specified requirements. The Architect will select the color, pattern, and texture from the product line selected.

PART 3 - EXECUTION

3.1 INSTALLATION OF PRODUCTS

- A. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other Work.
 1. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

END OF SECTION

SECTION 01 7329

CUTTING AND PATCHING

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. Attention is directed to the Bidding and Contract Requirements, and all sections within Division 01 – General Requirements, as listed in Table of Contents which are hereby made a part of this Section.
- B. Section includes procedural requirements for cutting and patching.

1.2 DEFINITIONS

- A. Cutting: Removal of existing construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.3 QUALITY ASSURANCE

- A. General: The General and Filed Sub-bid Contractors shall take reasonable care prior to all cutting and drilling in order to minimize unintended damage to concealed conduits, cables, pipes, reinforcing steel, etc. In circumstances where the absence of such concealed elements is not established conclusively, utilize detection and mapping technology, e.g., X-ray or Sub-surface Interface Radar (SIR), to locate any such elements that may be present before proceeding with the cutting or drilling work.
- B. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- C. 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 which results in increased maintenance or decreased operational life or safety. Operational Elements include the following:
 - 1. Air or smoke barriers.
 - 2. Fire-protection systems.
 - 3. Control systems.
 - 4. Communication systems.
 - 5. Electrical wiring systems.
 - 6. Operating systems of special construction.
- D. Miscellaneous Elements: Do not cut and patch elements or related components in a manner that could change their load-carrying capacity, which results in reducing their capacity to perform as intended, or which results in increased maintenance or decreased operational life or safety. Miscellaneous Elements include the following:
 - 1. Water, moisture, or vapor barriers.
 - 2. Membranes and flashings.

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3. Cement plaster stucco, substrate, scratch, base and finish coats to match existing.
 4. Roofing.
 5. Equipment support curbs and sleepers.
 6. Masonry.
 7. Brick veneer.
- E. 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.

1.4 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections of these Specifications.
- B. Existing and In-Place Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
1. If identical materials are unavailable or cannot be used, use materials that, when installed, shall match the visual and functional performance of existing materials.

PART 3 - EXECUTION

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 existing 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 existing 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.

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- D. Existing Services: Where existing services are required to be removed, relocated, or abandoned, bypass such services before cutting to prevent interruption of services to occupied areas.

- 1. If existing services to occupied areas must be interrupted, coordinate and receive approval of the interruption of services prior to starting work.

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 existing 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 existing 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. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 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 of these Specifications.

- 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 shall 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. Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair wall surfaces in the existing space. Provide an even surface of uniform finish, color, texture, and appearance. Repair existing wall finishes with new materials, if necessary, to achieve uniform color and appearance.

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- 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 existing 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

SECTION 017400 - WARRANTIES AND BONDS**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, are hereby made part of this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for warranties required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.
 - 1. Refer to the General Conditions for terms of the Contractor's special warranty on workmanship and materials.
- B. General Closeout requirements and procedures are included in Section 01 7700 "Closeout Procedures".
 - 1. Specific requirements for warranties on products and installations specified to be warranted are included in the individual Sections of Divisions 2 through 41.
 - 2. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.
- C. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.
- D. Separate Prime Contracts: Each prime contractor is responsible for warranties related to its own contract.

1.3 DEFINITIONS

- A. Standard Product Warranties are pre-printed written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- B. Special Warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1.4 WARRANTY REQUIREMENTS

- A. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.

- B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation, as determined by the Architect.
- C. 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 the Contract Documents. The Contractor 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.
- D. 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.
 - 1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
- E. The Owner reserves the right to refuse to accept the Work for the Project where a special warranty, certification or similar commitment on the Work or part of the Work is required, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

1.5 SUBMITTALS

- A. Submit written warranties to the Architect bound in the Project Closeout Manual as described in Section 017700 – Closeout Procedures. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Architect.
 - 1. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Architect within ten (10) days of completion of that designated portion of the Work.
- B. When a special warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties, submit a draft to the Architect, for approval prior to final execution.
- C. Prepare a written document utilizing the appropriate form, ready for execution by the Contractor, or by the Contractor and subcontractor, supplier, or manufacturer. Submit a draft to the Architect for approval prior to final execution.
 - 1. Refer to individual Sections of Divisions 2 through 16 for specific content requirements and particular requirements for submitting special warranties.

PART 2 – PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 WARRANTIES

- A. Schedule: Provide warranties on products and installations as specified in the appropriate Sections of the Specification.
 - 1. When products, equipment, or materials fail and/or continue to be a repetitive source of problems, with no satisfactory resolution (e.g. HVAC Equipment) during the warranty period, the Owner reserves the right to extend the period of time of the initial warranty period. If no satisfactory resolution can be reached during this resolution period, then the Owner reserves the right to demand for the full replacement of the particular item in question, including all associated work required to execute this replacement at no cost to the Owner.

END OF SECTION

SECTION 01 7419

CONSTRUCTION WASTE MANAGEMENT

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- 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 SUMMARY

- A. This Section includes requirements for the Contractor's implementation of waste management controls and systems for the duration of the Work.
- B. Related Work: The following items are not included in this Section and are specified under the designated Sections:
 - 1. Section 02 4100 - Demolition:
 - a. Demolition, salvage, and reuse requirements.

1.3 INTENT

- A. The Owner and the Designer 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.
 - 1. With regard to these goals the Contractor shall develop, for the Designer's review, a Waste Management Plan (WMP) for this Project.
 - 2. Each Subcontractor shall be responsible for segregating their own waste into different dumpsters as directed by the Contractor.
 - 3. Source Separation, Definition: Source separated construction waste materials that are sorted into separate bins on the project site (aka on-site).
 - a. This waste strategy often isolates waste materials targeted for reuse, donation, or recycling programs.
 - b. Typically, sorted materials on-site include metals, wood, ceiling tiles, furniture, and concrete.
- B. The Contractor shall be responsible for ensuring that debris will be disposed of at appropriately designated licensed solid waste disposal facilities, as defined by local authorities having jurisdiction or Massachusetts General Laws (MGL) Chapter 111, Section 150A.

1.4 SUBMITTALS

- A. Construction and Demolition Waste Management Plan (WMP): Submit within 21 calendar days after receipt of Notice to Proceed, in a format acceptable to the Owner and in compliance with USGBC requirements. Demolition shall not begin until WMP has been approved.
 - 1. Establish waste diversion goals for the project by identifying at least seven materials (both structural and nonstructural) targeted for diversion. Approximate a percentage of the overall project waste that each material represents.
 - 2. Construction and Demolition Handling Facilities:
 - a. Indicate the name(s) of the facilities where construction and demolition waste will be delivered and the applicable tipping fees.

- b. Furnish Contractor's statement of verification that facilities proposed for use are licensed for types of waste to be delivered and have sufficient capacity to receive waste from this project.
 - 3. Material Handling Procedures, at Construction and Demolition Handling Facilities:
 - a. Indicate annual recycling rates and material streams, as defined by local authorities having jurisdiction or MassDEP.
 - b. Specify which materials shall be source separated or commingled and describe the diversion strategies planned for the project. Describe where the materials will be taken and how the recycling facilities will process the materials.
 - 4. Alternatives to Landfilling: A list of each material proposed to be salvaged or recycled during the course of the Project. Include the following and any additional items proposed:
 - a. Cardboard and paper products.
 - b. Clean dimensional wood. If means of diversion is Wood Derived Fuel (WDF) refer to submittal requirements below.
 - c. Beverage containers and employee food containers.
 - d. Concrete.
 - e. Slurry wall materials.
 - f. Bricks and masonry.
 - g. Asphalt.
 - h. Metals from framing, banding, stud trim, ductwork, piping, rebar, roofing, other trim, steel, iron, galvanized sheet steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.
 - i. Mechanical and electrical equipment.
 - j. Building components which can be removed relatively intact from existing construction.
 - k. Packaging materials, including cardboard, boxes, plastic sheet and film, polystyrene packaging, wood crates, and plastic pails.
 - l. Glass.
 - m. Scraps from new gypsum wall board (drywall).
 - n. Carpet and pad.
 - o. Acoustical ceiling panels.
 - p. Plastics, including plastic pails, polyethylene sheet, and bubble wrap.
 - q. Rigid foam.
 - 5. Meetings: A description of the regular meetings to be held to address waste management.
 - 6. Materials Handling Procedures, at Project Site: A description of the means by which any waste materials 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.
 - a. Indicate which material streams shall be source separated and which shall be commingled.
 - 7. Transportation: A description of the means of transportation of the recyclable materials (whether 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) and destination of materials.
- B. Waste Management Progress Reports: Concurrent with each Application for Payment, submit a written Waste Management Progress Report in the same format as required for Final Report.
- C. 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, including source separated material streams.
 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 diverted (salvaged plus recycled).
 7. Total quantity of waste diverted (salvaged plus recycled) as a percentage of total waste.
- D. Other Submittals:
1. 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, and/or receipts.
 2. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, and/or receipts.
 3. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.
- E. Commingling Waste Vendor Submittals: Provide annual report from local or state government authority and summary attachment of diverted materials with the average annual recycling rate. Figures in the summary must be derived from the annual reports in concise clear language.
1. Commingling waste shall be considered one material stream.
 2. Provide tipping invoices for commingled waste and the following:
 - a. Vendor's most recent annual report from local or state government authority.
 - b. Vendor's annual report summary attachment of diverted materials in tonnage, with the average annual recycling rate.
 3. If Wood Derived Fuel (WDF) was listed as a diverted material in the above, vendors shall furnish a letter from the biomass plant stating their DOE operating permit number and that WDF was received from vendor, for the same year as the annual report.

PART 2 - PRODUCTS [Not Used]

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement Waste Management Plan as approved by the Designer. Provide containers, storage, signage, transportation, and other items as required to implement WMP for the entire duration of the Contract.
1. Deliver waste directly to construction and demolition handling facilities. Do not deliver to transfer stations.
- B. Commingled Waste: Commingling waste at the job site may be allowed, provided that the following conditions are met:

1. Commingled waste shall be included in the Waste Management Plan (WMP).
2. Additional comingled waste must be pre-approved by the Designer via WMP addenda, prior to tipping on the job site.

3.2 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 Designer.
- 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 Owner.
 1. Commingling: Waste commingling shall be approved prior to jobsite tipping, per requirements of this Section.

END OF SECTION

SECTION 017700 – CLOSEOUT PROCEDURES**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections are hereby made a part of this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Contractor's monetized punchlist.
 - 3. Project Record Document Submittal.
 - 4. Project Closeout Manual Submittal.
 - 5. Final cleaning.
- B. Closeout requirements for specific construction activities are included in the appropriate Sections in Divisions 2 through 41.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request for which the architect shall review and/or approve.
 - 1. The contractor shall prepare and submit a monetized punchlist. No exceptions will be considered.
 - 2. In the Application for Payment that coincides with, or first allows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete.
 - a. If 100 percent completion cannot be shown, the contractor shall provide his monetized punchlist including, but not limited to, the following:
 - 1) A list of incomplete items.
 - 2) The value of each incomplete item.
 - 3) A Reason each item is not complete.
 - 3. Advise the Owner of pending insurance changeover requirements.
 - 4. Submit application for reduction of retainage.
 - 5. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents, as further described below.
 - 6. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.

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7. Submit record drawings, maintenance manuals, damage or settlement surveys, and similar final record information, as further described below.
 8. Deliver tools, spare parts, extra stock, and similar items.
 9. Make final changeover of permanent locks and transmit keys to the Owner. Advise the Owner's personnel of changeover in security provisions.
 10. Complete startup testing of systems and instruction of the Owner's operation and maintenance personnel. Discontinue and remove temporary facilities from the site, along with mockups, construction tools, and similar elements.
 11. Complete final cleanup requirements, including touch-up painting.
 12. Touch-up and otherwise repair and restore, marred, exposed finishes.
- B. Inspection Procedures: On receipt of a request for inspection, the Architect will either proceed with inspection or advise the Contractor of unfilled requirements. The Architect will prepare the Certificate of Substantial Completion following inspection or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
1. The Architect will repeat inspection when requested and assured that the Work has been substantially completed.
 2. Results of the completed inspection will form the basis of requirements for final acceptance.

1.4 FINAL ACCEPTANCE

- A. Preliminary procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.
1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted.
 2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
 3. Submit a certified copy of the Architect's final inspection list of items to be completed or corrected, endorsed and dated by the Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance and shall be endorsed and dated by the Architect.
 4. Submit consent to surety of final payment.
 5. Submit a final liquidated damages settlement statement.
 6. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Re-inspection Procedure: The Architect will re-inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to the Architect.
1. Upon completion of re-inspection, the Architect will prepare a certificate of final acceptance. If the Work is incomplete, the Architect will advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled, but are required for final acceptance.
 2. If necessary, re-inspection will be repeated.

1.5 RECORD DOCUMENTS

- A. General: Maintain a complete set of Record Documents at the site. Do not use Record Documents for construction purposes. Provide access to Record Documents for Architect and Owner's reference. Generally, without limitation, Record Documents shall include the following:
1. Record Drawings: Maintain a clean set of Contract Drawings and shop drawings, updated weekly to show actual installation. Give particular attention to concealed items.
 2. Record Project Manual: Maintain a clean Project Manual, including Addenda, Change Orders, Architect Field Orders, and other modifications, updated weekly to show changes in actual work performed. Give particular attention to substitutions, selection of options, and similar information.
 3. Record Product Data: Maintain one copy of each approved Product Data submittal, updated weekly to show changes from products delivered, work performed, and from manufacturer's recommended installation instructions.
 4. Record Samples: Maintain one copy of each approved Sample submitted.
 5. Record Field Test Reports: Maintain one copy of each Field Test Report.
 6. Daily Progress Reports: Maintain one copy of each Daily Progress Report.
- B. Maintenance of Documents and Samples: Store documents and samples in Contractor's field office apart from documents used for construction. Provide files and racks for document storage. Provide locked cabinet or secure storage space for storage of samples. File documents and samples in accordance with CSI format. Maintain documents in clean, dry, legible condition and in good order. Do not use Record Documents for construction purposes. Make documents and samples available at all times for inspection by Architect.
- C. Recording: Label each document "PROJECT RECORD" in neat large printed letters. Record all information concurrently with the progress of construction. Do not conceal any work until required information is recorded.
- D. Drawings: Legibly update all Drawings to record actual construction, including the following:
1. Field changes of dimension and detail.
 2. Changes made by Field Order or Change Order.
 3. Details not in original Contract Documents.
- E. Specifications and Addenda: Legibly mark each Section to record:
1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
 2. Changes made by Field Order or by Change Order.
- F. Submittal: At Contract Closeout, deliver Record Documents to Architect. Accompany submittal with transmittal letter in duplicate, indicating the date, Project title and number, Contractor's name and address, title and number of Record Document, and signature of Contractor or his authorized representative.

1.6 PROJECT CLOSEOUT MANUAL

- A. General: Prepare and submit Project Closeout Manual as specified in this Section and as approved by the Architect for format. Organize data into suitable sets, bound and indexed using the specification's Table of Contents as a guide. Mark appropriate identification on front and spine of each binder. Include the following types of information:
1. Contact Persons' Names
 2. Telephone Numbers
 3. Pager or Beeper Numbers
 4. Cellular Phone Numbers
 5. Description of each warranty items covered.
 6. Instructions Describing Protocol for Requesting Warranty Service.
 7. Emergency Numbers – 911, Fire, Rescue, Police.
 8. Utility Company Contacts.
- B. Instruct Owner's personnel in use and layout of manual.
- C. Format of Data: Prepare data in form of user's guide-type manual for use by Owner's personnel. Format shall be 8-1/2 in. x 11 in., 20-pound minimum, white, typed pages. Text shall be printed or neatly typewritten. Drawings shall be bound with text, with reinforced punched binder tabs. Fold larger drawings to size of text pages. Provide flyleaf for each separate section. Provide typed descriptions of each product and piece of major equipment. Provide indexed tabs to divide sections. Provide reference in each section to other binders for actual Operating and Maintenance Data. Coordinate Project Closeout Manual with Operating and Maintenance Data.
1. Binders: Provide commercial quality three-ring binders with durable and cleanable plastic covers, with maximum ring size of three (3) inches. Only use one (1) binder for this manual.
 2. Binder Cover: Identify each volume with typed or printed title "PROJECT CLOSEOUT MANUAL". List title of Project, identity of separate structure as applicable, and identity of general subject matter covered in the manual.
- D. Submittal of Project Closeout Manual: Submit two copies of preliminary draft of proposed formats and outlines of contents prior to start of Work.
1. Architect will review draft and return one copy with comments.
 2. Submit one copy of complete data in final form 15 days prior to final inspection or acceptance. Copy will be returned after final inspection or acceptance, with comments.
 3. Submit three copies of approved data in final form ten days after final inspection or acceptance.

1.7 OPERATING AND MAINTENANCE DATA

- A. General: Prepare and submit Operating and Maintenance Data as specified in this Section and referenced in other pertinent Sections of Specifications. Organize Operating and Maintenance Data into suitable sets, bound and indexed. Mark appropriate

identification on front and spine of each binder. Include the following types of information:

1. Emergency instructions.
 2. Spare parts list.
 3. Copies of warranties.
 4. Wiring diagrams.
 5. Inspection procedures.
- B. Instruct Owner's personnel in maintenance of products and in operation of equipment and systems.
- C. Preparation of data shall be done by personnel trained and experienced in maintenance and operation of described products.
- D. Format of Data: Prepare data in form of instructional manual for use by Owner's personnel. Format shall be 8-1/2 in. x 11 in., 20-pound minimum, white, typed pages. Text shall be manufacturer's printed data, or neatly typewritten. Drawings shall be bound with text, with reinforced punched binder tabs. Fold larger drawings to size of text pages. Provide flyleaf for each separate product or each piece of operating equipment. Provide typed description of product and major component parts of equipment. Provide indexed tabs.
1. Binders: Provide commercial quality three-ring binders with durable and cleanable plastic covers, with maximum ring size of two (2) inches. When multiple binders are used, correlate the data into related consistent groupings.
 2. Binder Cover: Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS". List title of Project, identity of separate structure as applicable, and identity of general subject matter covered in the manual.
- E. Content of Manual: Neatly typewritten table of contents for each volume, arranged in systematic order, indicating Contractor name and address, and a list of each product, indexed to content of the volume. Provide a separate list with each product, name, address, and telephone number of subcontractor or installer, and local source of supply for parts and replacement.
1. Provide in each volume a copy of each warranty, bond, and service contract issued.
- F. Submittal of Maintenance and Operating Manual: Submit two copies of preliminary draft of proposed formats and outlines of contents prior to start of Work.
1. Architect will review draft and return one copy with comments.
 2. Submit one copy of complete data in final form 15 days prior to final inspection or acceptance. Copy will be returned after final inspection or acceptance, with comments.
 3. Submit three copies of approved data in final form ten days after final inspection or acceptance.

1.8 INSTRUCTION OF OWNER'S PERSONNEL

- A. Prior to final inspection or acceptance, fully instruct Owner's designated operating and maintenance personnel in the operation, adjustment and maintenance of products, equipment and systems.
- B. Operating and maintenance manual shall constitute the basis of instruction.
 - 1. Review contents of manual with personnel in full detail to explain all aspects of operation and maintenance.

1.9 WARRANTIES AND BONDS

- A. General: Assemble warranties, bonds, and service and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors into the Project Closeout Manual.
- B. Refer to Section 017400 – Warranties and Bonds for additional requirements.

1.10 FINAL CLEANING

- A. General: General cleaning during construction operations is specified as Work of Section 015000 – Temporary Facilities & Controls.
- B. Employ experienced workers or professional cleaners for Final Cleaning. Clean each surface to the condition expected in a normal building cleaning and maintenance program. Comply with manufacturer's instructions and recommendations.

PART 2 - PRODUCTS**2.1 CLEANING MATERIALS**

- A. General: Provide cleaning materials that will not create hazards to health nor property, and will not damage surfaces or finishes.
- B. Use cleaning materials and methods recommended by manufacturer of surface to be cleaned.
- C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION**3.1 FINAL CLEANING**

- A. Employ skilled workers for final cleaning.
- B. Clean and restore general work areas and adjoining surfaces and other work soiled or damaged during installation; replace work damaged beyond successful restoration. Where performance of subsequent work could result in damage to complete unit or element, provide protective covering and other provisions to minimize potential for damage.

- C. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- D. Special Cleaning for Windows: New glass installed as part of this project shall be thoroughly cleaned inside and out by professional window cleaners at the conclusion of all other work and prior substantial completion. All damaged, broken, or scratched items shall be replaced without costs to Owner, as described under the appropriate Trade Section(s).
- E. Complete the following cleaning operations prior to requesting inspection for Certification of Substantial Completion:
 - 1. Concrete and masonry shall be cleaned free of all foreign matter. If, in 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 be permitted in the trade sections.
 - 2. Metal surfaces, hardware, fixtures, appliances, equipment, and similar items shall be cleaned free of all foreign matter and, if necessary, shall be lightly scrubbed at specific stains with clean water, mild soap, and soft rags, thoroughly rinsed and wiped with clean, soft white rags. Abrasive cleaners shall not be used.
 - 3. Architectural woodwork shall be thoroughly dusted and cleaned of all stains, spots, etc., using methods and cleaning agents, which will not damage the various finishes.
 - 4. Ceramic tile, porcelain, and other surfaces with integral finishes, shall be washed with clean water, mild soap and soft rags, thoroughly rinsed, and then wiped with clean, soft white rags. Abrasive cleaners shall not be used.
 - 5. Resilient flooring shall be given final cleaning and buffing.
 - 6. Carpeting shall be vacuum cleaned and shall have all spots and stains removed.
 - 7. Painted surfaces shall be cleaned free of all foreign matter, and if necessary, shall be lightly scrubbed at specific stains with clean water, mild soap, and soft rags, thoroughly rinsed, and wiped with clean, soft white rags.
 - 8. All advertising matter and temporary instructional material shall be removed from exposed surfaces throughout.
 - 9. Remove labels that are not permanent.
 - 10. Clean interior and exterior finishes to a clean, dust-free condition. Remove stains, films, and similar foreign substances.
 - 11. Vacuum and mop hard floor surfaces.
 - 12. Clean plumbing fixtures to a sanitary condition.
 - 13. Clean site areas of rubbish, litter, and other foreign substances.
 - 14. Sweep paved areas broom clean; rake ground surfaces clean.
- F. Before final completion and Owner-occupancy, inspect sight-exposed interior and exterior surfaces and work areas to verify that Work is clean.

END OF SECTION

SECTION 02 0800 - ASBESTOS & PCB ABATEMENT

PART I - GENERAL

1.01 GENERAL PROVISIONS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 DEFINITIONS

- A. The following definitions shall be applicable to this Section:

"Site": Refers to Worcester East Middle School located in Worcester, Massachusetts as described by the Contract Documents and Drawings.

"Owner": Refers to Worcester Public Schools and their designated, authorized personnel.

"Architect": Refers to Habeeb & Associates Architects, Inc. 43 Harvard Street, Worcester, Massachusetts and their designated, authorized personnel.

"Consultant": Refers to Atlas Technical Consultants, LLC (ATLAS), 73 William Franks Drive, West Springfield, Massachusetts and their designated, authorized personnel.

"Asbestos Abatement Contractor": Refers to the Contractor who is performing asbestos & PCB abatement work as outlined by this Section.

1.03 GENERAL REQUIREMENTS/QUALIFICATIONS

- A. All work shall be performed by a Massachusetts licensed Asbestos Abatement Contractor in accordance with Massachusetts Department of Labor Standards (MADLS) 454 CMR 28.00 and Department of Environmental Protection (MADEP) 310 CMR 7.00 and 7.15 Regulations.
- B. In addition, all work shall be performed in accordance with a Health and Safety Plan (HASP) developed by the Abatement Contractor in accordance with Occupational Safety and Health Administration (OSHA) regulations, including HAZWOPER, and any other applicable federal, state, or local regulations pertaining to PCB remediation and disposal.
- C. All workers handling PCB-containing materials on-Site will be 40-hour HAZWOPER trained in addition to current Massachusetts Asbestos licenses in accordance with DLS 454 CMR 28.00 Regulations.
- D. The Asbestos Abatement Contractor shall also provide the project name, contact person and phone number of three (3) projects which were successfully completed of similar size and scope within the last two (2) years. Each project shall have been completed in good standing and the work performed by the Asbestos Abatement Contractor for each project resulted in no work violations/citations, contract delays, contract extensions/disputes or litigation. Failure to provide this information and/or meet the approval of these qualifications by the Owner may result in rejection of the Asbestos Abatement Contractor.
- E. The Owner shall also reserve the right to research and utilized other information received from any other projects completed by the Asbestos Abatement project not provided under 1.03 D above, regardless of the date completed, location or circumstances resulting from

the outcome of their work. The Owner shall reserve their right to reject the Asbestos Abatement Contractor based upon this review, for any reason, if found to be in the best interest of the Owner.

NOTE: The Asbestos Abatement Contractor shall not be authorized to begin work until all credentials outlined above are reviewed and approved by the Architect.

1.04 DESCRIPTION OF WORK

- A. Work: This section details all areas where asbestos abatement work is to be performed and lists areas requiring special protection during the abatement work. The Asbestos Abatement Contractor shall furnish all labor, materials, services, training, insurance, and equipment as needed to complete the removal and disposal outlined herein. The Asbestos Abatement Contractor shall follow all Federal, State and local ordinances, regulations and rules pertaining to asbestos, including its abatement, storage, transportation and disposal.
- B. It shall be the Asbestos Abatement Contractor's responsibility to verify all quantity estimates in preparation of their bids, including the location and conditions of all asbestos-containing materials to be abated under this Section. No additional compensation and/or contract time shall be granted to the Asbestos Abatement Contractor for failure to perform this requirement. Full access to the site has been granted during the bidding process for this purpose.
- C. The following Scope of Work and Requirements shall be applicable for asbestos abatement work at the site. If a specific note for an abatement procedure or requirement is not mentioned herein, the Asbestos Abatement Contractor shall perform the removal of such material in accordance with local, state and federal regulations. The Asbestos Abatement Contractor shall also coordinate all work with the General Contractor.
 - 1. All Asbestos Abatement work shall take place in accordance with the provisions outlined herein as well as current local, state and federal regulations. No additional compensation shall be granted to the Asbestos Abatement Contractor for compliance with applicable laws when performing the abatement work at the site. This shall include any regulatory requirements that mandate additional or more restrictive containment and abatement procedures than what has been presented herein. It shall be the Asbestos Abatement Contractor's responsibility to comply with such regulations as well as any other additional requirements outlined by this Section.
 - 2. The Asbestos Abatement Contractor shall coordinate with the General Contractor as to the locations of areas to be abated in accordance with the Scope of Work outlined herein and the Drawings.
 - 3. The Asbestos Abatement Contractor shall be responsible for all demolition work required in order to access all asbestos materials for abatement. All demolition debris shall be disposed of as asbestos (unless otherwise directed by the Consultant).
 - 4. Any materials deemed to be asbestos contaminated by the Consultant, prior to the start of work, or as a result of the work, shall be treated as such and disposed of properly cleaned by the Asbestos Abatement Contractor. This includes the exterior and interior window sills and surrounding grounds, roofs and horizontal surfaces.
 - 5. Existing finishes and structural components to remain shall not be damaged. The Asbestos Abatement Contractor shall take care so as not to damage or alter existing

surrounds or structural components. Repair of damage caused to the existing surrounds by the Work shall be responsibility of the Asbestos Abatement Contractor.

6. Coordination shall exist between the abatement under this Section and the disconnection of existing electrical, plumbing or fire suppression equipment within the building by the General Contractor.
7. The following requirements shall be applicable for abatement of all interior/exterior caulking and glazing compound located on the windows at the site:
 - Removal shall include the window sash (metal & wood), wood windows exterior wood trim, wood window pulleys and weights, window treatments, infill panels as per the Drawings at each location. All components to be disposed of as asbestos and >50 ppm PCB waste.
 - The caulking shall be removed so as not to damage the window frames (metal & wood) and other components that are to remain.
 - The exterior metal trim under the window and above the aggregate panel shall be removed along with associated asbestos caulking. Caulking on the windows edge is to be removed at a minimum of 6" below and above in order to remove the trim. The Asbestos Abatement Contractor shall remove/clean and repair any deteriorated or damage caulking on the remaining metal windows. The Asbestos Abatement Contractor shall remove caulking on the wood windows as described in the Drawings.
 - This shall also include all underlying caulking and overruns present on the components, underneath the components or on adjacent substrates and disposed of as asbestos and >50ppm PCB waste.
 - All removal shall take place under containment or within a regulated area as specified under Massachusetts DLS 454 CMR 28.00 and DEP 310 CMR 7.15 Regulations.

Note: If the windows are removed to the interior of the building, full containment and final air clearance testing will be required. Additionally, if mechanical means are used to remove the caulking or glazing compound, full containment and final air clearance testing will be required

8. PCB-Containing Materials
 - a. The Asbestos Abatement Contractor shall be made aware that the following materials/components, in addition to containing asbestos, also contain Polychlorinated Biphenyl (PCBs) in excess of EPA TSCA 40 CFR 761 Regulations (>50 ppm):
 - Interior/exterior caulking and glazing compound located on window units.
 - b. The Asbestos Abatement Contractor shall be required to remove the caulking and glazing compound all associated materials and dispose of them as asbestos/PCB waste as follows:

1. Window Units Assemblies

- Includes removal of the window(s) and window components/treatments at each location.
 - All removed components and associated materials shall be disposed of as ACWM and >50 ppm PCB waste.
- c. The Asbestos Abatement Contractor shall be required to provide a Work Plan that details the means and methods for removal of the asbestos and PCB materials identified herein in accordance with this Section and local, state and federal regulations. The Work Plan shall include at a minimum:
- Name(s), address(es), and contact(s) of any subcontractors retained for the work outlined in this Section.
 - Detailed description of work activities and progress schedule.
 - Description of engineering controls and procedures used to minimize exposure to PCBs and to mitigate migration of dusts, wash water and contaminants generated by work outlined in this Section.
 - Proposed methods of waste storage, disposal, and transportation.
 - Name(s), address(es), and contact(s) of waste transporter(s) that transport hazardous and non-hazardous waste from the Site to a licensed disposal facility, including EPA identification number and proof of permit, license, or authorization to transport all such waste in all affected states.
 - Health and Safety Plan (HASP): Developed in accordance with Occupational Safety and Health Administration (OSHA) regulations, including HAZWOPER, and any other applicable federal, state, or local regulations.
- d. Waste Profiles: All waste profiles, applications and questionnaires shall be provided as a submittal prior to the start of the work. **The Waste Profiles must be approved and signed off by the Owner prior to generating any PCB related waste materials on-site.** Once approved, the Asbestos Abatement Contractor shall provide a copy of the Waste Manifest and/or Waste Shipment Record to be used for shipment of the asbestos and PCB waste from the site to the disposal facility at least 24 hours prior to the scheduled pick up date for review and approval by the Owner.
13. Refer to Attachment A (Table 1.0) for a summary of materials that require abatement at the site. Refer to Drawings for locations of the work and coordinate all abatement with the General Contractor.

1.05 ALTERNATES: please refer to Section 01 2300 - Alternates.

- A. **Add Alternate No. 1:** Phase 2 Rear Façade (west) Windows Arthur Street. The amount to be ADDED to the Contract Price to INCLUDE all windows on the rear façade (west facing on Arthur Street).
- B. **Add Alternate No. 2:** Phase 1 Remove and replace only the severely deteriorated wood window units within the courtyard as designated on the construction documents. The amount to be ADDED in the Contract Price to remove, furnish and install the new windows as designated on the construction documents.
- C. **Add Alternate No. 3:** Phase 1 Remove and replace the remaining wood window units within the courtyard. See Alternate No. 2. The amount to be ADDED to the Contract Price

to remove, furnish and install the new windows as designated on the construction documents.

1.06 UNIT PRICES: Please refer to Section 01 2200 – Unit Prices.

	<u>Item Description</u>	<u>Quantity</u>
02 0800	Remove rotted wood window frames in courtyard. Phase 1 ALT 2	15 EACH
02 0800	Remove rotted wood window frames in courtyard. Phase 1 ALT 3	88 EACH

1.07. SUBMITTALS

- A. The following submittals are required for review and approval by the Architect on/or before the Pre-Construction Meeting:
1. Copy of Massachusetts DLS Asbestos Abatement Contractor's License.
 2. Copy of all Asbestos notifications.
 3. Chain-Of-Command list of all personnel on-site and emergency contact person(s).
 4. Work plan which dictates all removal procedures to be implemented.
 5. Name of waste hauler and proposed disposal site for asbestos and PCBs.
 6. Waste profiles for disposal of all PCB waste to be generated on the project.
 7. Copy of proposed waste shipment records and hazardous and/or non-hazardous waste manifests to be used for disposal of the ACM and PCB waste.
- B. The following submittals are required for final payment and project close out:
1. Copy of waste shipment records and/or non-hazardous waste manifests showing proper disposal of the material, signed by the landfill.
 2. Copy of hazardous waste manifests showing proper disposal of the materials, signed by the landfill.

1.08 CODES AND STANDARDS

- A. All work shall conform to the standards set by applicable Federal, State and local laws, regulations, ordinances, and guidelines in such form in which they exist at the time of the work on the contract, and as may be required by subsequent regulations. In addition to any detailed requirements of the Specification, the Asbestos Abatement Contractor shall at his own cost and expense comply with all laws, ordinances, rules and regulations of Federal, State, Regional and Local Authorities regarding handling and storing of asbestos waste material. This includes all applicable OSHA regulations.
- B. All regulations and other governing agencies in their most current version are applicable throughout this project. Where there is a conflict between this Specification and the cited State, Federal, or local regulations, the more restrictive or stringent requirements shall prevail. This Section refers to many requirements found in these references, but in no way is it intended to cite or reiterate all provisions therein or elsewhere. It is the Asbestos

Abatement Contractor's responsibility to know, understand, and abide by all such regulations and common practices.

1.09 FEES, PERMITS & LICENSES

- A. The Asbestos Abatement Contractor shall pay all licensing fees, royalties, and other costs necessary for the use of any copyrighted or patented product, design, invention, or process in the performance of the work specified in this section. The Asbestos Abatement Contractor shall be solely responsible for costs, damages, or losses resulting from any infringement of these patent rights or copyrights. The Asbestos Abatement Contractor shall hold the Owner, Owner's Representative/General Contractor, Consultant and Architect harmless from any costs, damages, and losses resulting from any infringement of these patent rights or copyrights. If the Contract Specification requests the use of any product, design, invention, or process that requires a licensing, patent or royalty fee for use in the performance of the job, the Asbestos Abatement Contractor shall be responsible for the fee or royalty fee and shall disclose the existence of such rights.
- B. Asbestos Abatement Contractor shall be responsible for costs for all licensing requirements, where applicable and notification requirements and all other fees related to the Asbestos Abatement Contractors' ability to perform the work in this Section.
- C. Secure all necessary permits for work under this Section, including hauling, removal, and disposal, fire, and materials usage, or any other permits required to perform the specified work.

1.10 CLEANING

- A. Maintain the work site in a neat and orderly manner at all times, so as not to interrupt or infringe upon the work of other trades. Perform all final cleaning of abatement work areas as required by this Section and Massachusetts Regulations to the approval of the Owner's Consultant. Upon completion of work in any given area, Asbestos Abatement Contractor shall remove all material and equipment associated with the work, not necessary to complete other phases of the work in that area.
- B. Comply with all requirements for final clearance and release of a work area as described in this Section and required by the Massachusetts Regulations prior to take down of polyethylene and area clean-up.

1.11 COORDINATION

- A. Extend full cooperation to Owner in all matters involving the use of Owner's facilities. At no time shall the Asbestos Abatement Contractor cause or allow to be caused conditions, which may cause risk or hazard to the general public, or conditions that might impair safe use of the facility.
- B. Coordinate the work of this section with that of all other trades as directed by the General Contractor and at the express consent of the Owner and Architect. Phasing and scheduling of this project will be subject to the approval of the Owner and Architect. The work of this Section shall be scheduled and performed so as not to impede the progress of the project as a whole. Work shall not proceed in any area without the express consent of the Owner and Architect. The Asbestos Abatement Contractor shall be available within 24 hours notice for additional work if after acceptance of the work it is found that full abatement was not achieved from the initial work effort as determined by the Owner, Architect or Consultant.

- C. Complete Asbestos activities in the phases of the final schedule agreed upon by Owner, Architect and General Contractor.

1.12 SUBSTITUTION OF MATERIALS OR METHODS

- A. Owner and Architect approval is required for all modifications to methods, procedures, and design, which may be proposed by the Asbestos Abatement Contractor. It is the intent of these documents to allow the Asbestos Abatement Contractor to present alternative methods to the abatement processes herein, for review by Owner and Architect. Any such modifications or substitutions to methods, procedures, or design shall comply with applicable regulations. Asbestos Abatement Contractor shall submit the proposed modification or substitution in accordance with the requirements of the General Conditions, and no later than five (5) working days prior to planned commencement of proposed modification, for review and approval.
- B. Unless requests for modification or substitution are made in accordance with the above instructions and the instruction of the General Conditions, supported by sufficient proof of equality, Asbestos Abatement Contractor shall be required to furnish the specifically named or designed items, methods or procedures designated in this Section.
- C. If the modification or substitution necessitates changes or additional work, same shall be provided and the Asbestos Abatement Contractor shall assume the cost and the entire responsibility thereto unless performed under the approved Change Order Process.
- D. The Owner and Architect's permission to make such substitution shall not relieve the Asbestos Abatement Contractor from full responsibility for the work.

1.13 SITE SECURITY

- A. The Asbestos Abatement Contractor is responsible for performing all work under this contract without contaminating the building environment with asbestos fibers or PCBs. This includes interiors areas of the building, interior areas of duct work, outside containment locations, machinery and equipment and any other release into unregulated spaces. The Asbestos Abatement Contractor is responsible for making right and clean-up of any such contamination if found to be present.
- B. The Asbestos Abatement Contractor will be responsible for the security of the abatement area, allowing only authorized personnel into the area, and securing assigned entrances and exits with locked doorways at the end of the work day. Signs will be posted prior to asbestos removal as required in 29 CFR 1926.1101. Note that hard barriers (i.e. plywood) will be required around containment areas (both interior and exterior).

1.14 PROJECT MONITOR

- A. The Owner has retained ATLAS as their Consultant for technical advisement and project management during the asbestos and PCB removal portions of the Project. ATLAS will perform on-site asbestos project monitoring services during all phases of asbestos and PCB removal. The Asbestos Abatement Contractor shall regard ATLAS's direction, as authoritative and binding as provided herein, in matters outlined by this Section. However, all work shall be subject to final approval by the Architect and the Owner.
- B. ATLAS's licensed Project Monitor will perform monitoring of Asbestos Abatement Contractor's work practices and performance, inspection of the work areas and air

sampling and analysis for each phase of the removal project. Quality control and testing criteria has been established in these specifications, and will be strictly enforced.

1.15 TEMPORARY FACILITIES

- A. Use of Owner provided facilities is specified in Division 1 and shall be coordinated through the Owner and General Contractor.

PART II - PRODUCTS

2.01 MATERIALS

- A. All materials and equipment proposed to be used on this project shall be subject to the acceptance of the Architect and Consultant. The Asbestos Abatement Contractor shall comply with local, state and federal regulations pertaining to the selection and use of materials and equipment on this project. The Asbestos Abatement Contractor shall provide a submittal on all materials and equipment to be used for review and approval by the Architect and Consultant prior to commencement of the work.

PART III - EXECUTION

3.01 PREPARATION

- A. Critical Barriers: Prior to any masking and sealing operations which will make up the removal work area, windows, doors, openings, ducts, drains and vents will be masked and sealed with a minimum of one layer of six (6) mil polyethylene sheeting. Large opening to occupied areas, such as open doorways, hallways, passageways and major openings shall be sealed with permanent, solid construction materials and made air tight in accordance with MADLS regulations 454 CMR 28.00. Voids in the walls and ceilings that are due to penetrations shall be sealed with fire retardant spray foam. Exposed electrical panels in work areas will be shut off when possible, and masked and sealed with a minimum of two (2) layers of six (6) mil polyethylene and duct tape.
- B. Decontamination Chambers: It is the Asbestos Abatement Contractor's responsibility to provide Decontamination Chambers consisting of an equipment room, shower and clean room for personnel involved in removal. The Chamber shall be masked and sealed with two layers of six mil polyethylene sheeting with flaps between each room. Each of the three rooms will be of a sufficient size to accommodate the Asbestos Abatement Contractor's contaminated personnel and related equipment. The rooms will be framed, masked, sealed and attached and sealed to the entry/exit ways of asbestos worksites. Adequate heat and light will be safely provided. The Asbestos Abatement Contractor shall provide a minimum of one water heater per work area decontamination chamber. Waste water will be filtered by 20 micron and 5 micron filters in series prior to discharge.

3.02 ABATEMENT PROCEDURES

- A. General: The following paragraphs detail the work requirements for full containment work areas.. Workers shall wear tyvek suits and respiratory protection for all removals.
- B. Masking and Sealing
 - 1. Critical Barriers
 - a. Prior to any masking and sealing operations which will make up the removal work area, windows, doors, openings, ducts, drains and vents

will be masked and sealed with a minimum of one layer of six (6) mil polyethylene sheeting. Voids in the walls and ceilings that are due to penetrations shall be sealed with fire retardant spray foam. Large opening to occupied areas, such as open doorways, hallways, passageways and major openings shall be sealed with permanent, solid construction materials and made air tight in accordance with MADLS regulations 454 CMR 28.00.

- b. In areas where drains or sump pumps are located, primary filters will be placed in drain and openings sealed with 6 mil polyethylene sheeting, in addition to floor masking and sealing requirements.
- c. Any furniture, fixtures, or stored material that cannot be removed or that must remain in the work area will be covered, masked and sealed with a minimum of one layer of six (6) mil polyethylene sheeting. If the surfaces of these materials are determined to be contaminated with asbestos fibers, the Contractor shall remedial clean them prior to masking and sealing.
- d. Exposed electrical panels in work areas will be shut off when possible, and masked and sealed with a minimum of two (2) layers of six (6) mil polyethylene and duct tape.

2. Full Containment:

- a. Unless otherwise specified, floors and walls will be masked and sealed with two layers of six mil polyethylene sheeting with a minimum overlap of two feet at seams and up walls. Where it is necessary to mask and seal ceiling areas, a minimum of two layers of four (4) mil polyethylene sheeting will be used.
- b. The floors shall be covered first and the flooring plastic shall extend up on the walls. The walls shall then be covered with plastic from ceiling to floor level, thus overlapping the floor plastic. The floor shall then be covered with the second layer of plastic, the plastic extended up the walls and the edges sealed to the wall plastic. The walls shall then be covered with a second layer of plastic from ceiling to floor level, thus overlapping the second layer of floor plastic. The bottom portion of the wall plastic shall thus be sandwiched between the layers of the floor plastic. If the floor or wall plastic necessitates seams, the seams in successive layers of plastic sheet shall be staggered so as to reduce the potential for water or asbestos to penetrate through the covering.
- c. The two separate layers of six-mil polyethylene sheeting on walls and floors shall constitute the primary and secondary containment barriers, respectively. This containment, along with the decontamination chamber, will constitute full containment, and will isolate the contained worksite from surrounding areas except where air must enter the worksite due to the use of exhaust equipment.

4. PCB Containments & Removal Procedures

- a. Removal of the PCB containing materials shall take place as specified herein and in accordance with MADLS and MADEP asbestos regulations. Refer to Part 1.04, C of this Section for additional requirements.
 - b. All removed PCB components and associated materials shall be properly containerized, labeled and transported to the on-site dumpster for disposal as outlined herein.
 - c. If components are to be downsized, such work shall take place within containment under negative pressure. Saw-cutting, smashing or pulverizing PCB sealants or associated components will NOT be allowed unless performed within containment under negative pressure. Additionally, all removed windows and/or other components and associated materials to be abated shall be lowered to the ground for proper containerization. They cannot be dropped.
- C. Personal Air Sampling: Daily personal and excursion sampling will be the responsibility of the Contractor to check personal exposure levels versus respiratory protection and to check work practices. At least 25% of the workers in each shift, but not less than 2, shall be sampled. The Contractor is responsible for his own personal sampling as outlined in OSHA Regulation 1926.1101. The Contractor shall post the personal air sample results within 24 hours.
- D. Remedial Cleaning: Remedial cleaning of horizontal surfaces, ledges, and equipment will be required prior to masking and sealing operations of work areas. Cleaning will be done using HEPA vacuums and wet methods. Determinations of additional remedial cleaning will be made on the basis of hazard potential to workers and the outside environment relating to setup and masking and sealing operations (as deemed by the Consultant). Respiratory protection and protective clothing will be required for the cleaning. Prior to remedial cleaning negative air filtration units and a three stage decontamination shall be in place and running and all wall and ceiling penetrations shall be sealed with fire retardant spray foam.
- E. Decontamination Chambers: The Contractor shall construct a decontamination chamber in accordance with local, state and federal regulations governing asbestos abatement.
- F. Negative Air Filtration: The Contractor shall establish negative pressure air filtration within the work areas. The Contractor shall install, operate, and maintain a sufficient number of Negative Air Filtration Units (NAFU's) to meet the requirements of local, state and federal regulations.
- G. Removals: Removal of asbestos containing materials, unless specified otherwise, will be performed using negative air filtration techniques, wet methods, attached three stage decontamination chambers, the masking and sealing of openings, ducts and vents, full two-layer plastic containment's and the encapsulation of post removal surfaces. Removals will be as indicated and as specified herein, and will be performed in a neat and workman like manner to the limits indicated or specified. Asbestos will be consistently and thoroughly wetted with a fine spray of amended water and will be carefully removed and immediately placed in approved and properly labeled six mil polyethylene disposal bags. Asbestos residual materials will be diligently scraped or brushed from surfaces. After brushing and scraping, surfaces will be free of visible debris and fibers and surfaces will be HEPA vacuumed clean.
- H. Visual Inspections: Work areas shall pass a visual inspection conducted by the Site Supervisor responsible for the project and the Owner's Project Monitor (i.e. Consultant). The criterion for this inspection will be the absence of visible debris in accordance with

ASTM standard E1368-90. A certificate of visual inspection will be signed by the Project Monitor and the Site Supervisor after final inspection clearance. The Contractor will be responsible for the costs of visual inspection and testing required for any work which fails clearance air quality criteria.

- I. Work Completion: - Asbestos: Final air clearance testing for asbestos shall be performed by the Consultant for all areas, as specified herein. Refer to Part 3.04.

3.03 DISPOSAL

- A. All costs associated with removal and proper disposal of the asbestos and PCB materials associated with the work of this Section shall be the responsibility of the Asbestos Abatement Contractor under the Contract.
- B. All testing required by the waste transporter and/or disposal facility to profile the materials for acceptance shall be the responsibility of the Asbestos Abatement Contractor under the Contract. All costs associated with sample collection, analysis and interpretation of the results shall be borne by the Asbestos Abatement Contractor under the Contract. **The Asbestos Abatement Contractor shall contact the Owner for authorization to perform any testing required by the transporter and/or disposal facility.** All testing procedures to be implemented and analytical results shall be provided to the Consultant for review and approval.
- C. **NO WASTE SHALL LEAVE THE SITE UNLESS AUTHORIZED BY THE OWNER.**
- D. There are three (3) types of waste streams to be generated on this project. Refer to Part 1.04(C) of this Section for additional information.

(1) **Asbestos and >50 PCB Bulk Product Waste** – Includes caulking, glazing compound, window units, infill panels and associated components.

(2) **Asbestos and >50 PPM PCB Remediation Hazardous Waste** – Includes PPE, polyethylene sheeting/containment materials, rags, waste water, vacuum dust, HEPA filters, disposable tools, etc.

(3) **Asbestos-Containing Materials** – Includes floor tile and mastic and metal vents.

Note: The Asbestos Abatement Contractor shall be required to segregate and secure each type of waste identified above in separate waste containers on-site. Comingling and/or storage of the waste in the same container SHALL NOT be permitted.

- E. The following outlines the requirements for transportation and disposal of each waste stream on this project:
1. General requirements:
 - a. All waste material shall be properly packaged and labeled for asbestos disposal in accordance with MADEP 310 CMR 7.15, MADLS 454 CMR 28.00 and NESHAP Regulations.
 - b. All waste packaged material shall be affixed with PCB labels in accordance with 40 CFR 761 and hazardous waste labels in accordance with MADEP 310 CMR 30.000, unless an exemption is obtained from MADEP.
 - c. All asbestos and PCB waste items shall be disposed of in accordance with state and federal regulations at a licensed waste facility.

Note: The proposed waste disposal sites and Waste Profiles to be used on this project shall be provided to the Owner for review and approval. The Owner reserves the right to approve or reject any proposed facility if it is found to be in the best interest of the Owner. If a site is rejected by the Owner, the Asbestos Abatement Contractor shall not be compensated for any costs for changing waste disposal sites.

2. All waste containers shall be placed in a designated storage area in accordance with 762.65 on site that is secured and within a chained link fence that is locked. Any drums, Gaylord boxes, etc. shall be placed inside an enclosed trailer or other storage container that is locked and within the chained link fence area. The waste containers, drums or boxes will be placarded as containing asbestos and PCB Waste with markings meeting the EPA requirements of 40 CFR 761.40 and 761.45, This shall include asbestos and PCB labels and the yellow hazardous waste label on all 4 sides of the containers, drum or box.





Note: **PCB Bulk Product Waste and PCB Remediation Waste materials generated on the project shall be properly packaged, clearly marked and segregated from each other in separate enclosed containers.** As part of the Contract, PCB waste that is containerized shall be shipped from the site within **30 days from the start date of filling that specific dumpster, drum or trailer.** If the 30 day time period is exceeded, the Owner will take possession of the waste and ship it off-site for disposal. The Asbestos Abatement Contractor shall be responsible for all costs associated with the Owner removing the waste from the site for off-site disposal at a licensed waste landfill. All such costs associated with removal and disposal of the waste by the Owner shall be deducted from the General Contractor's Contract.

3. Additionally, all waste containers shall be closed-top to prevent any water from infiltrating the container and be lined with two (2) layers of 6 mil polyethylene sheeting.
4. Manifests: A Waste Manifest is required for the removal from the premises, and disposal of all items included in this Section. The Asbestos Abatement Contractor shall be required to complete a WASTE PROFILE for each type of material to be disposed of and provide a copy to the Owner for review and approval prior to the start of the project. **NO WASTE SHALL LEAVE THE SITE UNLESS THE WASTE PROFILE HAS BEEN APPROVED BY THE OWNER and signed by the final disposal site indicating they will accept the waste.**
 - Each manifest shall note the truck registration number, state of registration, name of driver, type of waste, quantity of waste and date of removal of material from the site.
 - Unless the Contractor obtains a site-specific exemption from the MADEP, the Asbestos Abatement Contractor shall comply with the RCRA Hazardous Waste Manifest policies (as required by MADEP hazardous waste regulations 310

CMR 30.000) and is responsible for utilizing the Owner's provided EPA Identification Number for the site.

- The Owner will be designated as generator and will sign all manifests and waste profile applications or questionnaires.

Note: A copy of the completed draft Waste Manifests or shipping records to be used (excluding the quantity of waste and signatures) shall be provided to the Owner for review and approval prior to the waste being scheduled for pick up at the site. If found to be acceptable, the Asbestos Abatement Contractor shall then notify the Owner at least 48 hours in advance for shipment of waste from the site so they can make arrangements to sign the Waste Manifest.

F. Additional Requirements – Asbestos Disposal

- a. Packaging: Prior to post-abatement inspection, asbestos- containing waste material (ACWM) shall be packaged in sealed double containers and removed from the work area to a specified transportation vehicle or a designated holding area approved by the Owner. At the end of each work day the Asbestos Abatement Contractor shall remove the debris accumulated during that day's work activities using procedures outlined in the Specifications. The Asbestos Abatement Contractor shall provide a daily tally of all bags removed.
- b. Temporary Storage of Waste: An area for temporary storage of ACWM must be approved by the Owner. ACWM must be stored in a restricted area and must be in an **enclosed container** which is posted and secured whenever not in use. ACWM shall NOT be stored outside the building on the ground, pavement areas or other non-enclosed area. ACWM waste material shall be loaded into a waste transportation vehicle/dumpster and hauled away as soon as there is a sufficient quantity available for direct transportation to the approved disposal site. ACWM waste shall **NOT** be transferred back to the Asbestos Abatement Contractor's yard/facility. ACWM shall only be stored at the site.

Note: All ACWM shall be shipped from the site for disposal within 30 days after completion of the work and acceptance of a final visual inspection by the Consultant.

- c. OSHA/EPA labeling: Asbestos warning labels having permanent adhesive and waterproof print, or being permanently printed on the container, shall be affixed to the outside of all asbestos containers, and each inside bag. Labels will be conspicuous and legible and shall contain the following warning:

DANGER
CONTAINS ASBESTOS FIBERS
MAY CAUSE CANCER
CAUSES DAMAGE TO LUNGS
DO NOT BREATHE DUST
AVOID CREATING DUST

The Asbestos Abatement Contractor is directed to properly label each waste bag in accordance with the latest NESHAP standard, Section 61.150, with the following information:

SITE OWNER'S NAME
SITE NAME

- d. DOT labeling and marking: A DOT "class 9" shipping label and DOT mark shall be applied to or be printed on each packaging of ACWM.
- e. Waste Transportation: All ACWM waste shall be containerized pursuant to 310 CMR 7.15 prior to being transported. All ACWM waste shall be transported in totally enclosed vehicles or containers that are designed, constructed, and operated to prevent spills, leaks or emissions. All ACWM waste shall be transported in compliance with 40 CFR Part 61 and applicable Department of Transportation (DOT), OSHA and local regulations. Each vehicle transporting asbestos-containing waste shall be marked with asbestos danger signs during loading and unloading of the waste, in accordance with the NESHAP, 40 CFR 61.150.
- f. Asbestos waste shipment records: The Asbestos Abatement Contractor shall prepare the waste shipment records for disposal of the ACWM. **All ACWM waste to be disposed of from the site shall be shipped on "Asbestos Waste Shipment Record" that meets the requirements of MADEP 310 CMR 7.15 (18) Regulations. A copy of the Waste Shipment Record to be used shall be provided to the Owner for review and approval. A representative from the Owner shall sign-off as "Generator" on the Asbestos Waste Shipment Record for each shipment leaving the site.**
- g. The following information shall be included on the waste shipment record for each and every load of ACM transported off-site:
 - 1. The name, address and telephone number of the owner/operator of the facility or dumping ground where asbestos abatement activities have occurred;
 - 2. The quantity and type (friable or non-friable) of the ACWM in cubic meters (cubic yards) and a description of the container used for shipment;
 - 3. The name, address and telephone number of the person who conducted any asbestos abatement activity;
 - 4. The name and telephone number of the disposal site operator;
 - 5. The name and physical location of the disposal site;
 - 6. The date transported;
 - 7. The name, address, and telephone number of the transporter(s);
 - 8. Certification by the owner/operator of the facility or dumping ground where asbestos abatement activities have occurred/where asbestos waste was generated that the contents of each shipment have been characterized, packaged, marked and labeled in accordance with 310 CMR 7.15;
 - 9. Signature of each transporter confirming the contents of each shipment are in all respects in the proper condition for transport according to applicable international, federal, state and local regulations;
 - 10. Signature by the receiving disposal facility confirming that: i) the quantity of ACWM listed on the waste shipment record is the same as the quantity accepted for disposal; and ii) it holds appropriate permits and/or authorizations to accept for disposal ACWM described on waste shipment records.

Note: The final waste shipment records (with signature of acceptance at the landfill) for disposal of ACM from the project site shall be received by the Owner within 35 days of shipment from the site.

3.04 QUALITY CONTROL AND TESTING

- A. The Asbestos Abatement Contractor shall be responsible for achieving acceptable visual, wipe, and final air clearance testing for ALL abatement areas as follows:
1. Clearance inspection: The Consultant shall inspect the work area and surrounding areas for clearance using visual and physical methods.
 2. If the work is being performed on the building exterior, only a visual inspection will be required by the Consultant to clear the areas.
 3. If work is being performed at the building interior and or if mechanical means are used to remove the ACM, full containment under negative pressure will be required and a final air clearance test will be performed by the Consultant.
 - i. Based upon the quantity of material to be abated, either Phase Contrast Microscopy (PCM) or Transmission Electron Microscopy (TEM) clearance testing will be performed to confirm the completion of removal. All clearance testing shall be performed in accordance with state of Massachusetts and EPA "Asbestos Hazard Emergency Response Act" (AHERA) Regulations. The work areas shall be considered complete if the following criteria are met:
 - ii. Containments cleared and samples analyzed by Phase Contrast Microscopy (PCM): Maximum airborne fiber concentration of <0.01 fibers per cubic centimeter (minimum 5 samples).
 - iii. Containments cleared and samples analyzed by Transmission Electron Microscopy (TEM): The average concentration of asbestos on the five inside containment samples is not statistically different (as determined by the Z-test calculation found in Appendix A of 40 CFR 763 Subpart E) from the average asbestos concentrations of the five outside containment samples, and average asbestos concentrations of the three field blanks are below the filter background level of 70 structures per square millimeter (70 s/mm²).
 - iv. TEM air clearance analysis shall be at 24-hour turnaround time upon laboratory receipt of the samples.
 4. Background air sampling will also be performed by the Consultant during the abatement to ensure no elevated fiber levels exist from the work.
 5. All background samples will be analyzed by Phase Contrast Microscopy (PCM) in accordance with state of Massachusetts Regulations. The fiber concentrations considered acceptable are if sample results indicate maximum airborne fiber concentration of <0.01 fibers per cubic centimeter.

Note: If the visual inspection or final air test fails, the Asbestos Abatement Contractor shall reclean the entire work area at no additional cost to Owner, utilizing the methods specified in this section. The Asbestos Abatement Contractor shall pay for all additional testing and inspections until the clearance level is achieved as per this Section. The cost of additional testing and inspection shall be paid by the Asbestos Abatement Contractor by subtracting the cost for analysis and inspector's time from the Contract total.

Section 02 0800 ATTACHMENT A

**TABLE 1.0
SUMMARY OF MATERIALS TO BE ABATED**

TABLE 1.0 SUMMARY OF MATERIALS TO BE ABATED			
LOCATION	MATERIAL	QUANTITY	NOTES
Perimeter & Courtyard of Building	Metal & Wood Windows	Refer to Drawings	• Includes removal of window sashes (glazing), exterior window caulking, associated treatments/components (Section 1.04(7)). • Repair of remaining metal window frame caulking (Section 1.04 (7)). • Cleaning of surrounding surfaces (Section 1.04(4)).

END OF SECTION

SECTION 02 4100

DEMOLITION

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- 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. Work Included:

1. Demolition and removal of selected windows and doors and as required for new work. Refer to the Drawings for additional requirements.
2. Demolition and removal of rotted wood window trim.
3. Removal and legal disposal of demolished materials off site. Except those items specifically designated to be relocated, reused, or turned over to the facility, all existing removed materials, items, trash, and debris shall become property of the Contractor and shall be completely removed from the site and legally disposed of at her/his expense. Salvage value belongs to the Contractor. On-site sale of materials is not permitted.
4. Demolition and removal work shall properly prepare for alteration work and new construction to be provided under the Contract.
5. Scheduling and sequencing operations without interrupting utilities serving occupied areas. If interruption is required, obtain written permission from the utility company and the Owner. Schedule interruption when the least amount of inconvenience will result.

B. Alternates: Please refer to Section 01 2300 – Alternates.

1. **Add Alternate No. 1:** Phase 2 Rear Façade (west) Windows Arthur Street. The amount to be ADDED to the Contract Price to INCLUDE all windows on the rear façade (west facing on Arthur Street).
2. **Add Alternate No. 2:** Phase 1 Remove and replace only the severely deteriorated wood window units within the courtyard as designated on the construction documents. The amount to be ADDED in the Contract Price to remove, furnish and install the new windows as designated on the construction documents.
3. **Add Alternate No. 3:** Phase 1 Remove and replace the remaining wood window units within the courtyard. See Alternate No. 2. The amount to be ADDED to the Contract Price to remove, furnish and install the new windows as designated on the construction documents.

C. Items To Be Installed Only: Not Applicable.

D. Items To Be Furnished Only: Not Applicable.

E. Related Work: The following items are not included in this Section and will be performed under the designated Sections:

1. Section 01 5000 – Temporary Facilities:
 - a. Maintenance of access, cleaning during construction, dust and noise control.

2. Section 01 7419 – Construction Waste Management:
 - a. Waste management and recycling.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Detach items from existing construction and deliver them to the User Agency ready for reuse, at a location designated by the User Agency. Protect from weather until accepted by User Agency.
- C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated. Protect from weather until reinstallation.
- D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 MATERIALS OWNERSHIP

- A. Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques, antiques, and other items of interest or value to the Owner that may be encountered during selective demolition remain property of the Owner or user Agency as applicable. Carefully remove each item or object in a manner to prevent damage and deliver promptly to a location acceptable to the Owner.

1.5 SUBMITTALS

- A. Schedule of Selective Demolition Activities: Indicate the following:
 1. Detailed sequence of selective demolition and removal work, with early and late starting and finishing dates for each activity. Ensure the User Agency's on-site operations are uninterrupted if applicable.
 2. Interruption of utility services. Indicate how long utility services will be interrupted.
 3. Coordination for shutoff, capping, and continuation of utility services.
 4. Locations of proposed dust- and noise-control temporary partitions and means of egress, including for other occupants affected by selective demolition operations.
 5. Coordination of User Agency's continuing occupancy of portions of existing building and of User Agency's partial occupancy of completed Work.
 6. Means of protection for items to remain and items in path of waste removal from building.
- B. Inventory: After selective demolition is complete, submit a list of items that have been removed and salvaged, and turned over to the User Agency.
- C. Pre-demolition Videotapes: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by selective demolition operations. Comply with Division 01. Submit before Work begins.
- D. Landfill Records: Provide trip tickets (receipts) indicating receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.
 1. Comply with submittal requirements in Section 01 7419 – Construction Waste Management.

1.6 QUALITY ASSURANCE

- A. Examination of Existing Conditions: The Contractor shall examine the Contract Drawings for demolition and removal requirements and provisions for new work. Verify all existing conditions and dimensions before commencing work. The Contractor shall visit the site and examine the existing conditions as he finds them and shall inform herself/himself of the character, extent and type of demolition and removal work to be performed. Submit any questions regarding the extent and character of the demolition and removal work in the manner and within the time period established for receipt of such questions during the bidding period.
- B. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
- C. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- D. Standards: Comply with ANSI A10.6 and NFPA 241.
- E. Pre-demolition Conference: Conduct conference at Project site to comply with requirements in Section 01 3100 - Project Management and Coordination. Review methods and procedures related to selective demolition including, but not limited to, the following:
 - 1. Inspect and discuss condition of construction to be selectively demolished.
 - 2. Review structural load limitations of existing structure.
 - 3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 - 4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
 - 5. Review areas where existing construction is to remain and will require protection.

1.7 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- B. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- C. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Designer.
- D. Engage a professional engineer registered in the Commonwealth of Massachusetts to survey condition of building to determine whether removing any element might result in structural

deficiency or unplanned collapse of any portion of structure or adjacent structures during selective demolition operations.

E. Survey of Existing Conditions: Record existing conditions by use of preconstruction videotapes.

1. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.

F. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

3.2 PREPARATION

A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Comply with requirements for access and protection specified in Section 01 5000 – Temporary Facilities and Controls.
2. Maintain adequate passage to and from all exits at all times. Before any work is done which significantly alters access or egress patterns, consult with the Designer, and obtain approval of code required egress. Under no condition shall egress be blocked or interfere with the free flow of people at legally required exits, or in any way alter the required condition of such exits.

B. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

1. Strengthen or add new support(s) when required during the progress of selective demolition.
2. Remove temporary shoring, bracing and structural supports when no longer required.
3. Post warning signs and place barricades as applicable during placement and removal of temporary shoring.

C. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around demolition area(s).

1. Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction. Provide temporary barricades as required to limit access to demolition areas.
2. Protect existing site improvements, appurtenances, and landscaping to remain.

3.3 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.

2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 4. Do not use cutting torches until the work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during and after flame-cutting operations.
 5. Maintain adequate ventilation when using cutting torches.
 6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
 8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 9. Dispose of demolished items and materials promptly. Comply with requirements in Section 01 7419 – Construction Waste Management.
- B. Removed and Reinstalled Items:
1. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
 3. Protect items from damage during transport and storage.
 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, support, and miscellaneous materials necessary to make item functional for use indicated.
- C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Designer, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.
- D. Items for Re-use and Preservation of Existing Surfaces to Remain:
1. The Contractor shall inspect closely each item specifically designated to be relocated, re-used, or turned over to the Owner prior to its removal, and immediately report damages and defects to the Designer and the Owner. The Contractor shall be responsible for any subsequent damage to the same other than latent defects not readily apparent from close inspection and shall bear responsibility for its repair or same replacement as directed by the Designer, to the satisfaction of the Owner.
 2. Unless special surface preparation is specified under other Specification Sections, leave existing surfaces that are to remain in a condition suitable to receive new materials and/or finishes.

3.4 PROTECTION OF PUBLIC AND PROPERTY

- A. Provide all measures required by federal, state and municipal laws, regulations, and ordinances for the protection of surrounding property, the public, workmen, and the Owner's employees during all demolition and removal operations. Measures are to be taken, but not limited to installation of sidewalks, sheds, barricades, fences, warning lights and signs, trash chutes and temporary lighting.
- B. Protect all walks, roads, streets, curbs, pavements, trees and plantings, on and off premises, and bear all costs for correcting such damage as directed by the Designer, and to the satisfaction of the Owner.
- C. Demolition shall be performed in such a manner that will insure the safety of adjacent property. Protect adjacent property from damage and protect persons occupying adjacent property from injuries which might occur from falling debris or other cause and so as not to cause interference with the use of other portions of the building, of adjacent buildings or the free access and safe passage to and from the same.
- D. Every precaution shall be taken to protect against movement or settlement of the building, of adjacent buildings, structures, sidewalks, roads, streets, curbs and pavements. Provide and place at the Contractor's own expense, all necessary bracing and shoring in connection with demolition and removal work.
- E. Remove portions of structures with care by using tools and methods that will not transfer heavy shocks to existing and adjacent building structures, both internal and external of the particular work area.
- F. Provide and maintain in proper condition, suitable fire resistive dust barriers around areas where interior demolition and removal work is in progress. Dust barriers shall prevent the dust migration to adjacent areas. Remove dust barriers upon completion of major demolition and removal in the particular work area.
- G. Protect unaltered portions of existing construction, including finishes, furnishings and equipment
- H. Provide secure weather protection where demolition has removed a portion of the exterior envelope.

3.5 DISCOVERY OF HAZARDOUS MATERIALS

- A. If hazardous materials, such as chemicals, asbestos-containing materials, or other hazardous materials are discovered during the course of the work, cease work in affected area only and immediately notify the Designer and the Owner of such discovery. Do not proceed with work in such areas until instructions are issued by the Designer. Continue work in other areas.
- B. If unmarked containers are discovered during the course of the work, cease work in the affected area only and immediately notify the Designer and the Owner of such discovery. Do not proceed with work in such areas until instructions are issued by the Designer. Take immediate precautions to prohibit endangering the containers integrity. Continue work in other areas.

3.6 CUTTING

- A. Perform all cutting of existing surfaces in a manner which will ensure a minimal difference between the cut area and new materials when patched. Use extreme care when cutting existing surfaces containing concealed utility lines which are indicated to remain and bear full responsibility for repairing or replacement of all such utilities that are accidentally damaged.
- B. Provide a flush saw cut edge where pavement, curb and concrete removals abut new construction work or existing surfaces to remain undisturbed.

3.7 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Comply with requirements of Section 01 7419 – Construction Waste Management and the following.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 - 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.

3.8 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Premises shall be left in a clean condition and ready to accept alteration work and new construction.

END OF SECTION

SECTION 06 1000
ROUGH CARPENTRY

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- 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. Work Included: Provide labor, materials and equipment necessary to complete the work of this Section, including but not limited to the following:
1. Wood blocking, cants, and nailers.
 2. Replacement of rotted wood at all existing to wood window frames per alternates.
- B. Unit Prices: See Section 01 2200 – Unit Prices.

	<u>Item Description</u>	<u>Quantity</u>
06 1000	Replace rotted wood trim with new trim to match at courtyard wood windows. Phase 1 ALT 2	400 LF
06 1000	Replace rotted wood trim with new trim to match at courtyard wood windows. Phase 1 ALT 3	2000 LF

- C. Alternates: See Section 01 2300 - Alternates.
1. **Add Alternate No. 1:** Phase 2 Rear Façade (west) Windows Arthur Street. The amount to be ADDED to the Contract Price to INCLUDE all windows on the rear façade (west facing on Arthur Street).
 2. **Add Alternate No. 2:** Phase 1 Remove and replace only the severely deteriorated wood window units within the courtyard as designated on the construction documents. The amount to be ADDED in the Contract Price to remove, furnish and install the new windows as designated on the construction documents.
 3. **Add Alternate No. 3:** Phase 1 Remove and replace the remaining wood window units within the courtyard. See Alternate No. 2. The amount to be ADDED to the Contract Price to remove, furnish and install the new windows as designated on the construction documents.
- D. Items To Be Installed Only: Not Applicable.
- E. Items To Be Furnished Only: Not Applicable.
- F. Related Work: The following items are not included in this Section and will be performed under the designated Sections:

1. Section 07 6200 – Sheet Metal Flashing and Trim.
2. Section 12 2413 – Roller Shades

1.3 SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
 1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used, net amount of preservative retained, and chemical treatment manufacturer's written instructions for handling, storing, installing, and finishing treated material.
 2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Include physical properties of treated materials, both before and after exposure to elevated temperatures when tested according to ASTM D 5516 and ASTM D 5664.
 3. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.
 4. Include copies of warranties from chemical treatment manufacturers for each type of treatment.
- B. Shop Drawings: Submit Shop Drawings of field erection details, including materials and methods of fastening nailers in conformance with Factory Mutual wind uplift rated systems specified in other Sections of these specifications.

1.4 QUALITY ASSURANCE

- A. Testing Agency Qualifications: For testing agency providing classification marking for fire-retardant treated material, an inspection agency acceptable to authorities having jurisdiction that periodically performs inspections to verify that the material bearing the classification marking is representative of the material tested.
- B. Lumber: Mark each piece of framing and board lumber or each bundle of small pieces of lumber with the grade mark of a recognized association or independent inspection agency. Such association or agency shall be certified by the Board of Review, American Lumber Standards Committee, to grade the species used. Surfaces that are to be exposed to view shall not bear grade marks, stamps, or any type of identifying mark.
- C. Plywood: Mark each sheet with the mark of a recognized association or independent inspection agency that maintains continuing control over the quality of the plywood. The mark shall identify the plywood by species group or span rating, exposure durability classification, grade, and compliance with APA L870. Surfaces that are to be exposed to view shall not bear grade marks or other types of identifying marks.
- D. Preservative Treated Lumber and Plywood: The Contractor shall be responsible for the quality of treated wood products. Each treated piece shall be inspected in accordance with AWP A M2 and permanently marked or branded, by the producer, in accordance with AWP A M6. The Contractor shall provide inspection report of an approved independent inspection agency that offered products comply with applicable AWP A Standards. The appropriate Quality Mark on each piece will be accepted, in lieu of inspection reports, as evidence of compliance with applicable AWP A treatment standards.

- E. Fire Retardant Treated Lumber: Mark each piece in accordance with AWP A M6, except pieces that are to be natural or transparent finished. Exterior fire-retardant lumber shall be distinguished by a permanent penetrating blue stain. Labels of a nationally recognized independent testing agency will be accepted as evidence of conformance to the fire-retardant requirements of AWP A M6.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products in the manufacturer's original containers, dry, undamaged, and with seals and labels intact.
- B. Stack lumber, plywood, and other panels; place spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings. Store products in a weather-protected environment, clear of ground and moisture.
- C. Protect all existing and new wood stored on site to prevent moisture absorption. Stacked materials should be covered with tarps (top, sides, and bottom) and stacked to provide sufficient slope to shed water.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of lumber grading agencies certified by the American Lumber Standards Committee Board of Review.
 - 1. Factory mark each piece of lumber with grade stamp of grading agency.
 - 2. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
 - 3. Provide dressed lumber, S4S, unless otherwise indicated.
 - 4. Provide dry lumber with 15 percent by weight on a dry weight basis maximum moisture content at time of dressing for 2-inch nominal thickness or less, unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

- A. Preservative Treatment by Pressure Process: AWP A U1; Use Category UC2 for interior construction not in contact with the ground, Use Category UC3b for exterior construction not in contact with the ground, and Use Category UC4a for items in contact with the ground.
 - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium. Do not use inorganic boron (SBX) for sill plates.
 - 2. For exposed items indicated to receive a stained or natural finish, use chemical formulations that do not require incising, contain colorants, bleed through, or otherwise adversely affect finishes.
- B. Kiln-dry material after treatment to a maximum moisture content of 19 percent for lumber and 15 percent for plywood. Do not use material that is warped or does not comply with requirements for untreated material.
- C. Mark each treated item with the treatment quality mark of an inspection agency approved by the American Lumber Standards Committee Board of Review.
- D. Application: Treat items indicated on Drawings, and the following:

1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
2. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete in exterior walls.

2.3 FIRE-RETARDANT-TREATED MATERIALS

- A. General: For fire-rated exterior walls and for all interior use materials, provide materials that are fire-retardant treated and comply with performance requirements in AWPAC20 (lumber) and AWPAC27 (plywood). Identify fire-retardant-treated wood with appropriate classification marking of UL, U.S. Testing, Timber Products Inspection, or another testing and inspecting agency acceptable to authorities having jurisdiction.
 1. Use treatment for which chemical manufacturer publishes physical properties of treated wood after exposure to elevated temperatures, when tested by a qualified independent testing agency according to ASTM D 5664, for lumber and ASTM D 5516, for plywood.
 2. Use treatment that does not promote corrosion of metal fasteners.

2.4 MISCELLANEOUS LUMBER

- A. General: Provide lumber for support or attachment of other construction, including the following: Rooftop equipment bases and support curbs, blocking, cants, nailers, furring, grounds.
- B. For items of dimension lumber size, provide Construction, Stud, or No. 2 grade lumber with 15 percent maximum moisture content.

2.5 PANEL PRODUCTS

- A. Miscellaneous Concealed Plywood: Exposure 1 sheathing, span rating to suit framing in each location, and thickness as indicated but not less than 1/2 inch.
- B. Telephone and Electrical Equipment Backing Panels: DOC PS 1, Exposure 1, C-D Plugged, fire-retardant treated, in thickness indicated or, if not indicated, not less than 1/2 inch thick.

2.6 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.
 1. Where carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners of Type 304 stainless steel.
 2. The fasteners shall be of sufficient length to penetrate the receiving member a minimum of 1-1/4 inch minimum for wood or plywood into wood, full depth into plywood, and 5/8 inch minimum for wood into steel deck or metal stud framing.
- B. Nails, Wire, Brads, and Staples: ASTM F 1667.
- C. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.
- D. Wood Screws: ASME B18.6.1.
- E. Screws for Fastening to Cold-Formed Metal Framing: ASTM C 954, except with wafer heads and reamer wings, length as recommended by screw manufacturer for material being fastened.
- F. Lag Screws and Lag Bolts: ASME B18.2.1.

- G. Bolts: Steel bolts complying with ASTM A 307, Grade A with ASTM A 563 hex nuts and, where indicated, flat washers.
- H. Bolts, Nuts, Studs, and Rivets: ASME B18.2.1, ASME B18.5.2.1M, ASME B18.5.2.2M and ASME B18.2.2.
- I. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.
 - 1. Material: Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5; except provide stainless steel complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2, where in contact with pressure-preservative treated wood or when exposed to exterior conditions.

2.7 MISCELLANEOUS MATERIALS

- A. Adhesive, Including Gluing Furring and Sleepers to Concrete or Masonry: Formulation complying with ASTM D 3498 that is approved for use indicated by adhesive manufacturer.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Discard units of material with defects that impair quality of carpentry and that are too small to use with minimum number of joints or optimum joint arrangement. Stagger joints layer to layer. Prepared surfaces must be clean and dry. Fill, chip, or grind as required to provide a smooth, uniform surface.
- B. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry to other construction; scribe and cope as needed for accurate fit. Locate furring, nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.
- C. Apply field treatment complying with AWP A M4 to cut surfaces of preservative-treated lumber and plywood.
- D. Securely attach carpentry work as indicated and according to applicable codes and the following:
 - 1. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code (IBC).
 - 2. Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2), "Alternate Attachments," in ICC's International Residential Code for One- and Two-Family Dwellings.
 - 3. ICC-ES evaluation report for fastener.
- E. Countersink fastener heads on exposed carpentry work and fill holes with wood filler.
- F. Use fasteners of appropriate type and length. Predrill members when necessary to avoid splitting wood.

3.2 WOOD BLOCKING, AND NAILER INSTALLATION

- A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces, unless otherwise indicated.

3.3 REMOVAL OF WOOD BLOCKING

- A. During removal and replacement of woodwork, report any area of deck, existing wood blocking, or other wood components that is designated to remain, but is found to be deteriorated or otherwise unsuitable for use. Provide temporary protection to the materials until such time as the materials can be reviewed.

3.4 FIELD QUALITY CONTROL

- A. Independent Testing Agency: Cooperate with the Independent Testing Agency engaged by the Owner for field quality control activities for the Work of this Section. Refer also to Section 01 4325 – Testing Agency Services.
- B. Cooperate with field quality control personnel. Allow inspectors access to scaffolding and work areas, as needed to perform inspections.
- C. Additional inspections and retesting of materials which fail to comply with specified material and installation requirements shall be performed at Contractor's expense.

END OF SECTION

SECTION 07 2100

THERMAL INSULATION

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- 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. Work Included: Provide labor, materials and equipment necessary to complete the work of this Section, including but not limited to the following:

- 1. Sprayed-foam insulation at gaps around glazing frames, door frames, penetrations and inside old window weight cavities throughout enter building and similar items in exterior wall assemblies.

- B. Alternates: See Section 01 2300 – Alternates.

- 1. **Add Alternate No. 2:** Phase 1 Remove and replace only the severely deteriorated wood window units within the courtyard as designated on the construction documents. The amount to be ADDED in the Contract Price to remove, furnish and install the new windows as designated on the construction documents.
 - 2. **Add Alternate No. 3:** Phase 1 Remove and replace the remaining wood window units within the courtyard. See Alternate No. 2. The amount to be ADDED to the Contract Price to remove, furnish and install the new windows as designated on the construction documents.

- C. Items To Be Installed Only: Not Applicable.

- D. Items To Be Furnished Only: Not Applicable.

- E. Related Work: The following items are not included in this Section and will be performed under the designated Sections:

- 1. Section 07 2713 – Membrane Air Barriers for air and vapor barrier membrane.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Cavity Wall Insulation Certification: Submit manufacturer's certification that cavity wall insulation, as designed in the assemblies indicated on the Drawings, has been tested to meet the requirements of NFPA 285 and passed.

1.4 QUALITY ASSURANCE

- A. Source Limitations: Obtain each type of building insulation through one source from a single manufacturer.
- B. Installer Qualifications: A qualified installer who has been trained by and is acceptable to insulation manufacturer to install manufacturer's products.

- C. Surface-Burning Characteristics: As determined by testing identical products according to ASTM E 84 by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
- D. Fire Test Performance for Insulation in Cavity Wall: Passes NFPA 285, Standard Fire Test Method for Evaluation of Fire Propagation Characteristics of Exterior Non-Load-Bearing Wall Assemblies Containing Combustible Components.
- E. Testing Agency Qualifications: An independent agency qualified as a "Certified Infrared Thermographer" per ASNT SNT-TC-1A guidelines, Level I certification minimum.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products in the manufacturer's original containers, dry, undamaged, and with seals and labels intact.
- B. Protect insulation materials from physical damage and from deterioration by moisture, soiling, and other sources. Store in a dry and secure location. Comply with manufacturer's written instructions for handling, storing, and protecting during installation.
 - 1. Do not expose to sunlight, except to extent necessary for period of installation and concealment.
 - 2. Protect against ignition at all times. Do not deliver plastic insulating materials to Project site before installation time.
 - 3. Complete installation and concealment of plastic materials as rapidly as possible in each area of construction.

PART 2 - PRODUCTS

2.1 SPRAYED-FOAM INSULATION AT GAPS PROTECTED BY THERMAL BARRIERS

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Great Stuff Pro by Dow.
 - 2. SuperGreen Foam by Foam-Tech Div. of H.C. Fennell.
 - 3. Pur Fill 1G by Todol Products.
 - 4. Zerodraft Z1-24 Foam Sealant by Zerodraft Div. of Canam Building Envelope Specialists.
 - 5. Or equal.
- B. Sprayed-Foam Insulation: Water-cure closed cell polyurethane containing no urea-formaldehyde and no CFCs.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements of Sections in which substrates and related work are specified and for other conditions affecting performance.
 - 1. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean substrates of substances harmful to insulation or vapor retarders, including removing projections capable of puncturing vapor retarders or of interfering with insulation attachment.

3.3 INSTALLATION, GENERAL

- A. Comply with insulation manufacturer's written instructions applicable to products and application indicated.
- B. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed at any time to ice, rain, and snow.
- C. Extend rigid insulation in thickness indicated to envelop entire area to be insulated. Cut and fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.
- D. On vertical surfaces, set rigid insulation units in adhesive applied according to manufacturer's written instructions. Use adhesive recommended by insulation manufacturer.
 - 1. If not otherwise indicated, extend insulation a minimum of 48 inches below exterior grade line.
- E. On horizontal surfaces, loosely lay rigid insulation units according to manufacturer's written instructions. Stagger end joints and tightly abut insulation units.
- F. Install sprayed-foam insulation with uniform full thickness and with density which will not displace adjacent materials.

3.4 FIELD QUALITY CONTROL

- A. Cooperate with field quality control personnel. Allow inspectors access to scaffolding and work areas, as needed to perform inspections.
- B. Additional inspections and retesting of materials which fail to comply with specified material and installation requirements shall be performed at Contractor's expense.

3.5 PROTECTION

- A. Protect installed insulation from damage due to harmful weather exposures, physical abuse, and other causes. Provide temporary coverings or enclosures where insulation is subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.

END OF SECTION

SECTION 07 2713

MEMBRANE AIR BARRIERS

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- 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. Work Included: Provide labor, materials and equipment necessary to complete the work of this Section, including but not limited to the following:
 - 1. Self-adhering, vapor-permeable, modified bituminous sheet membrane air barrier at window and door openings.
- B. Unit Prices: Not Applicable.
- C. Alternates: See Section 01 2300 – Alternates.
 - 1. **Add Alternate No. 1:** Phase 2 Rear Façade (west) Windows Arthur Street. The amount to be ADDED to the Contract Price to INCLUDE all windows on the rear façade (west facing on Arthur Street).
 - 2. **Add Alternate No. 2:** Phase 1 Remove and replace only the severely deteriorated wood window units within the courtyard as designated on the construction documents. The amount to be ADDED in the Contract Price to remove, furnish and install the new windows as designated on the construction documents.
 - 3. **Add Alternate No. 3:** Phase 1 Remove and replace the remaining wood window units within the courtyard. See Alternate No. 2. The amount to be ADDED to the Contract Price to remove, furnish and install the new windows as designated on the construction documents.
- D. Items To Be Installed Only: Not Applicable.
- E. Items To Be Furnished Only: Not Applicable.
- F. Related Work: The following items are not included in this Section and will be performed under the designated Sections:
 - 1. Section 06 1000 – Rough Carpentry for wood blocking, new wood window frame replacement section.

1.3 DEFINITIONS

- A. Air Barrier Assembly: The collection of air barrier materials and auxiliary materials applied to an opaque wall or soffit, including joints and junctions to abutting construction, to control air movement through the wall.

1.4 PERFORMANCE REQUIREMENTS

- A. General: Air barrier shall be capable of performing as a continuous air barrier and as a liquid-water drainage plane flashed to discharge to the exterior incidental condensation or water penetration. Air barrier assemblies shall be capable of accommodating substrate movement and of sealing substrate expansion and control joints, construction material changes, penetrations,

and transitions at perimeter conditions without deterioration and air leakage exceeding specified limits.

- B. Air Barrier Assembly Air Leakage: Not to exceed 0.03 cfm/sq. ft. of surface area at 1.57 lbf/sq. ft., ASTM E 2357.
 - 1. Include details as shown on door and window details drawings.
- C. Fire Test Performance: Passes NFPA 285, Standard Fire Test Method for Evaluation of Fire Propagation Characteristics of Exterior Non-Load-Bearing Wall Assemblies Containing Combustible Components.

1.5 SUBMITTALS

- A. Product Data: Include manufacturer's written instructions for evaluating, preparing, and treating substrate; technical data; and tested physical and performance properties of air barrier.
- B. Shop Drawings: Show locations and extent of air barrier. Include details for substrate joints and cracks, counterflashing strip, penetrations, inside and outside corners, terminations, and tie-ins with adjoining construction.
 - 1. Include details of interfaces with other materials that form part of air barrier.
 - 2. Include details as shown on door and window details drawings.
 - 3. Include details of mockups.
- C. Product Certificates: For air barriers, certifying compatibility of air barrier and accessory materials with Project materials that connect to or that come in contact with air barrier; signed by product manufacturer.
- D. Qualification Data: For Applicator.
- E. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for air barriers.
- F. Air Barrier Certification: Submit manufacturer's certification that air barrier, as designed in the assemblies indicated on the Drawings, has been tested to meet the requirements of NFPA 285 and passed for Project exterior wall assemblies.

1.6 QUALITY ASSURANCE

- A. Applicator Qualifications: A firm experienced in applying air barrier materials similar in material, design, and extent to those indicated for this Project, whose work has resulted in applications with a record of successful in-service performance.
- B. Preinstallation Conference: Conduct conference at Project site.
 - 1. Include installers of other construction connecting to air barrier, such as roofing, waterproofing, architectural precast concrete, masonry, joint sealants, windows, glazed curtain walls, and door frames.
 - 2. Review air barrier requirements including surface preparation, substrate condition and pretreatment, minimum substrate curing period, forecasted weather conditions, special details and sheet flashings, mockups, installation procedures, sequence of installation, testing and inspecting procedures, and protection and repairs.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store liquid materials in their original undamaged packages in a clean, dry, protected location and within temperature range required by air barrier manufacturer.
- B. Remove and replace liquid materials that cannot be applied within their stated shelf life. Store rolls according to manufacturer's written instructions. Protect stored materials from direct sunlight.

1.8 PROJECT CONDITIONS

- A. Environmental Limitations: Apply air barrier within the range of ambient and substrate temperatures recommended by air barrier manufacturer. Protect substrates from environmental conditions that affect performance of air barrier. Do not apply air barrier to a damp or wet substrate or during snow, rain, fog, or mist.

1.9 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace membrane air barriers that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Structural failures, including rupturing, cracking, or puncturing.
 - 2. Warranty Period: Two years from the date of Certificate of Agency Use and Occupancy. Guarantees or warranties that start at the date of shipment from the factory, or from the completion date of an individual portion of the project, are not acceptable.
- B. Special Warranty: Installer's standard form in which the installer agrees to repair or replace components of membrane air barriers that are not installed to industry standards within specified warranty period.

PART 2 - PRODUCTS

2.1 SELF-ADHERING SHEET MEMBRANE AIR BARRIERS, NFPA COMPLIANT TYPE

- A. Self-Adhering, Vapor-Retarding Aluminum-Faced Sheet: Rubberized asphalt laminated to cross-laminated polyethylene film with aluminum facing on one side, with release liner on adhesive side, and formulated for application with primer.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Carlisle Coatings & Waterproofing; CCW 705FR-A.
 - b. GCP Applied Technologies (formerly W.R. Grace); Perm-A-Barrier Aluminum Wall Membranes.
 - c. Henry Co.; Metal Clad Membrane.
 - d. Or equal.
 - 2. Thickness: 40 mils minimum.
 - 3. Physical and Performance Properties:
 - a. Vapor Permeance: Not more than 1 perm, ASTM E 96, Water Method.
 - b. Air Permeance: Not to exceed 0.004 cfm/sq. ft. of surface area at 1.57-lbf/sq. ft. pressure difference; ASTM E 2178.
 - c. Fastener Sealability: No water leaking through fastener penetration after 24 hours; ASTM D 1970.

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- d. Fire Test Performance: Passes NFPA 285, Standard Fire Test Method for Evaluation of Fire Propagation Characteristics of Exterior Non-Load-Bearing Wall Assemblies Containing Combustible Components.

2.2 SELF-ADHERING SHEET MEMBRANE AIR BARRIERS

- A. Self-Adhering, Vapor-Retarding Modified Bituminous Sheet: Rubberized asphalt laminated to cross-laminated polyethylene film with release liner on adhesive side and formulated for application with primer that complies with VOC limits of authorities having jurisdiction.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Carlisle Coatings & Waterproofing; CCW-705.
 - b. GCP Applied Technologies (formerly W.R. Grace); Perm-A-Barrier.
 - c. Henry Co.; Blueskin SA.
 - d. Rubber Polymer Corporation; Rub-R-Wall SA.
 - e. Tremco, Inc.; ExoAir 110.
 - f. W.R. Meadows; SealTight Air-Shield.
 - g. Or equal.
 - 2. Thickness: 40 mils minimum.
 - 3. Physical and Performance Properties:
 - a. Membrane Air Permeance: Not to exceed 0.004 cfm/sq. ft. of surface area at 1.57-lbf/sq. ft. pressure difference; ASTM E 2178.
 - b. Tensile Strength: 250 psi minimum; ASTM D 412, Die C, modified.
 - c. Ultimate Elongation: 200 percent minimum; ASTM D 412, Die C, modified.
 - d. Low-Temperature Flexibility: Pass at minus 20 degrees F, ASTM D 1970.
 - e. Crack Cycling: Unaffected after 100 cycles of 1/8-inch movement; ASTM C 836.
 - f. Puncture Resistance: 40 lbf minimum; ASTM E 154.
 - g. Water Absorption: 0.15 percent weight-gain maximum after 48-hour immersion at 70 degrees F; ASTM D 570.
 - h. Vapor Permeance: 0.05 perms, ASTM E 96, Water Method.

2.3 AUXILIARY MATERIALS

- A. General: Auxiliary materials recommended by air barrier manufacturer for intended use and compatible with air barrier. Liquid-type auxiliary materials shall comply with VOC limits of authorities having jurisdiction.
- B. Primer: Liquid waterborne or solvent-borne primer recommended for substrate by manufacturer of air barrier material.
- C. Counterflashing Strip: Modified bituminous 40-mil-thick, self-adhering sheet consisting of 32 mils of rubberized asphalt laminated to an 8-mil-thick, cross laminated polyethylene film with release liner backing.
- D. Butyl Strip at Termination with EPDM or TPO Roofing Membrane: Vapor-retarding, 30- to 40-mil-thick, self-adhering; polyethylene-film-reinforced top surface laminated to layer of butyl adhesive, with release liner backing.
- E. Modified Bituminous Strip To Cover Cracks and Joints and Terminate Air Barrier to Compatible Roofing Membrane: Vapor-retarding, 40-mil-thick, smooth-surfaced, self-adhering; consisting of 36 mils of rubberized asphalt laminated to a 4-mil- polyethylene film with release liner backing.
- F. Termination Mastic: Cold fluid-applied elastomeric liquid; trowel grade.
- G. Substrate Patching Membrane: Manufacturer's standard trowel-grade substrate filler.

- H. Adhesive and Tape: Air barrier manufacturer's standard adhesive and pressure-sensitive adhesive tape.
- I. Stainless-Steel Sheet: ASTM A 240/A 240M, Type 304, 0.0187 inch thick, and Series 300 stainless-steel fasteners.
- J. Sprayed Polyurethane Foam Sealant to Fill Gaps at Penetrations and Openings: 1- or 2-component, foamed-in-place, polyurethane foam sealant, 1.5 to 2.0 lb/cu. ft. density; flame spread index of 25 or less according to ASTM E 162; with primer and noncorrosive substrate cleaner recommended by foam sealant manufacturer.
- K. Modified Bituminous Transition Strip to Seal Air Barrier Terminations with Glazing Systems: Vapor-retarding, 40-mil-thick, smooth-surfaced, self-adhering; consisting of 36 mils of rubberized asphalt laminated to a 4-mil-thick polyethylene or aluminum film with release liner backing.
- L. Preformed Silicone-Sealant Extrusion to Seal Air Barrier Terminations with Glazing Systems: Manufacturer's standard system consisting of cured low-modulus silicone extrusion, sized to fit opening widths, with a single-component, neutral-curing, Class 100/50 (low-modulus) silicone sealant for bonding extrusions to substrates.
 - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Dow Corning Corporation, 123 Silicone Seal.
 - b. GE Silicone, UltraSpan US1100.
 - c. Pecora Corporation, Sil-Span.
 - d. Tremco, Incorporated, Spectrem EZ Simple Seal.
 - e. Or equal.
- M. Joint Sealant: ASTM C 920, single-component, neutral-curing silicone; Class 100/50 (low-modulus), Grade NS, Use NT related to exposure, and, as applicable to joint substrates indicated, Use O. Comply with Section 07 9200 – Joint Sealants.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance.
 - 1. Verify that substrates are sound and free of oil, grease, dirt, excess mortar, or other contaminants.
 - 2. Verify that concrete has cured and aged for minimum time period recommended by air barrier manufacturer.
 - 3. Verify that concrete is visibly dry and free of moisture. Test for capillary moisture by plastic sheet method according to ASTM D 4263.
 - 4. Verify that masonry joints are flush and completely filled with mortar.
 - 5. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 SURFACE PREPARATION

- A. Clean, prepare, and treat substrate according to manufacturer's written instructions. Provide clean, dust-free, and dry substrate for air barrier application.

- B. Mask off adjoining surfaces not covered by air barrier to prevent spillage and overspray of primer affecting other construction.
- C. Remove grease, oil, bitumen, form-release agents, paints, curing compounds, and other penetrating contaminants or film-forming coatings from concrete.
- D. Remove fins, ridges, mortar, and other projections and fill honeycomb, aggregate pockets, holes, and other voids in concrete with substrate-patching membrane.
- E. Remove excess mortar from masonry ties, shelf angles, and other obstructions.
- F. Prepare, fill, prime, and treat joints and cracks in substrates. Remove dust and dirt from joints and cracks according to ASTM D 4258.
 - 1. Install modified bituminous strips and center over treated construction and contraction joints and cracks exceeding a width of 1/16 inch.
- G. Bridge and cover isolation joints expansion joints and discontinuous deck-to-wall and deck-to-deck joints with overlapping modified bituminous strips.
- H. At changes in substrate plane, apply sealant or termination mastic beads at sharp corners and edges to form a smooth transition from one plane to another.
- I. Cover gaps in substrate plane and form a smooth transition from one substrate plane to another with stainless-steel sheet mechanically fastened to structural framing to provide continuous support for air barrier.

3.3 INSTALLATION OF SELF-ADHERING SHEET MEMBRANE

- A. Install modified bituminous sheets according to air barrier manufacturer's written instructions and according to recommendations in ASTM D 6135.
 - 1. When ambient and substrate temperatures range between 25 and 40 degrees F, install self-adhering, modified bituminous air barrier sheets produced for low-temperature application. Do not use low-temperature sheets if ambient or substrate temperature is higher than 60 degrees F.
- B. Corners: Prepare, prime, and treat inside and outside corners according to ASTM D 6135.
 - 1. Install modified bituminous strips centered over vertical inside corners. Install 3/4-inch fillets of termination mastic on horizontal inside corners.
- C. Prepare, treat, and seal vertical and horizontal surfaces at terminations and penetrations with termination mastic and according to ASTM D 6135.
- D. Apply primer to substrates at required rate and allow to dry. Limit priming to areas that will be covered by air barrier sheet in same day. Reprime areas exposed for more than 24 hours.
 - 1. Prime glass-fiber-surfaced gypsum sheathing with number of prime coats needed to achieve required bond, with adequate drying time between coats.
- E. Apply and firmly adhere modified bituminous sheets horizontally or vertically over area to receive air barrier sheets. Accurately align sheets and maintain a uniform 2-1/2-inch-minimum lap widths and end laps. Overlap and seal seams and stagger end laps to ensure airtight installation.
 - 1. Apply sheets in a shingled manner to shed water without interception by any exposed sheet edges.

2. Roll sheets firmly to enhance adhesion to substrate.
 3. Apply termination mastic on any horizontal, field-cut or non-factory edges.
- F. Apply continuous modified bituminous sheets over modified bituminous strips bridging substrate cracks, construction, and contraction joints.
- G. Seal top of non-metallic through-wall flashings to air barrier sheet with an additional 6-inch- wide strip.
- H. Seal exposed edges of metallic sheets at seams, cuts, penetrations, and terminations not concealed by metal counter flashings or ending in reglets with termination mastic.
- I. Install air barrier sheets and auxiliary materials to form a seal with adjacent construction and to maintain a continuous air barrier.
1. Coordinate the installation of air barrier with installation of roofing membrane and base flashing to ensure continuity of air barrier with roofing membrane.
 2. Install compatible strip on roofing membrane or base flashing so that a minimum of 3 inches of coverage is achieved over both substrates.
- J. Connect and seal exterior wall air barrier membrane continuously to roofing membrane air barrier, concrete below-grade structures, floor-to-floor construction, exterior glazing and window systems, glazed curtain-wall systems, storefront systems, exterior louvers, exterior door framing, and other construction used in exterior wall openings using accessory materials.
- K. Wall Openings: Prime concealed perimeter frame surfaces of windows, curtain walls, storefronts, and doors. Apply membrane specified below so that a minimum of 3 inches of coverage is achieved over both substrates. Maintain 3 inches of full contact over firm bearing to perimeter frames with not less than 1 inch of full contact.
1. Modified Bituminous Transition Strip: Roll firmly to enhance adhesion.
 2. Elastomeric Flashing Sheet: Apply adhesive to wall, frame, and flashing sheet. Install flashing sheet and termination bars, fastened at 6 inches o.c. Apply lap sealant over exposed edges and on cavity side of flashing sheet.
 3. Preformed Silicone-Sealant Extrusion: Set in full bed of silicone sealant applied to walls, frame, and membrane.
- L. Fill gaps in perimeter frame surfaces of windows, curtain walls, storefronts, doors, and miscellaneous penetrations of air barrier membrane with foam sealant. See sealant recommended within specification joint sealant section.
- M. At end or each working day, seal top edge of membrane to substrate with termination mastic.
- N. Apply joint sealants forming part of air barrier assembly within manufacturer's recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- O. Repair punctures, voids, and deficient lapped seams in air barrier. Slit and flatten fishmouths and blisters. Patch with air barrier sheet extending 6 inches beyond repaired areas in all directions.
- P. Do not cover air barrier until it has been tested and inspected by the Owner's testing agency.
- Q. Correct deficiencies in or remove air barrier that does not comply with requirements; repair substrates and reapply air barrier components.

3.4 FIELD QUALITY CONTROL

- A. Cooperate with field quality control personnel. Allow inspectors access to scaffolding and work areas, as needed to perform inspections.
- B. Additional inspections and retesting of materials which fail to comply with specified material and installation requirements shall be performed at Contractor's expense.
- C. Inspections: Air barrier materials and installation are subject to inspection for compliance with requirements. Inspections may include the following:
 - 1. Continuity of air barrier system has been achieved throughout the building envelope with no gaps or holes.
 - 2. Continuous structural support of air barrier system has been provided.
 - 3. Masonry and concrete surfaces are smooth, clean, and free of cavities, protrusions, and mortar droppings.
 - 4. Site conditions for application temperature and dryness of substrates have been maintained.
 - 5. Maximum exposure time of materials to UV deterioration has not been exceeded.
 - 6. Surfaces have been primed.
 - 7. Laps in sheet materials have complied with the minimum requirements and have been shingled in the correct direction (or mastic applied on exposed edges), with no fish mouths.
 - 8. Termination mastic has been applied on cut edges.
 - 9. Air barrier has been firmly adhered to substrate.
 - 10. Compatible materials have been used.
 - 11. Transitions at changes in direction and structural support at gaps have been provided.
 - 12. Connections between assemblies (membrane and sealants) have complied with requirements for cleanliness, preparation, and priming of surfaces, structural support, integrity, and continuity of seal.
 - 13. All penetrations have been sealed.
- D. Tests:
 - 1. Qualitative Testing: Air barrier assemblies will be tested for evidence of air leakage according to ASTM E 1186.
 - 2. Quantitative Air Leakage Testing: Testing not to exceed the test pressure differential, positive and negative, indicated in "Performance Requirements" Article for air barrier assembly air leakage according to ASTM E 283.

3.5 CLEANING AND PROTECTION

- A. Protect air barrier system from damage during application and remainder of construction period, according to manufacturer's written instructions.

1. Protect air barrier from exposure to UV light and harmful weather exposure as required by manufacturer. Remove and replace air barrier exposed to these conditions for more than 30 days unless manufacturer allows more exposure time.
 2. Protect air barrier from contact with creosote, uncured coal-tar products, TPO, EPDM, flexible PVC membranes, and sealants not approved by air barrier manufacturer.
- B. Clean spills, stains, and soiling from adjacent construction that would be exposed in the completed work using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION

SECTION 07 6200

SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- 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. Work Included: Provide labor, materials and equipment necessary to complete the work of this Section, including but not limited to the following:
 - 1. Sheet metal flashing and trim for the following applications:
 - a. Flashing as required at existing door and window openings to include metal sub-sills and end dams.
- B. Alternates: See Section 01 2300 - Alternates.
 - 1. **Add Alternate No. 1:** Phase 2 Rear Façade (west) Windows Arthur Street. The amount to be ADDED to the Contract Price to INCLUDE all windows on the rear façade (west facing on Arthur Street).
 - 2. **Add Alternate No. 2:** Phase 1 Remove and replace only the severely deteriorated wood window units within the courtyard as designated on the construction documents. The amount to be ADDED in the Contract Price to remove, furnish and install the new windows as designated on the construction documents.
 - 3. **Add Alternate No. 3:** Phase 1 Remove and replace the remaining wood window units within the courtyard. See Alternate No. 2. The amount to be ADDED to the Contract Price to remove, furnish and install the new windows as designated on the construction documents.
- C. Items To Be Installed Only: Not Applicable.
- D. Items To Be Furnished Only: Not Applicable.
- E. Related Work: The following items are not included in this Section and will be performed under the designated Sections:
 - 1. Section 06 1000 – Rough Carpentry for wood nailers and blocking.
 - 2. Section 07 2713 – Membrane Air Barriers for perimeter terminations at air and vapor barrier assembly.

1.3 PERFORMANCE REQUIREMENTS

- A. General: Install sheet metal flashing and trim to provide a weathertight condition and to withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failing, rattling, leaking, warping, waving, buckling, fastener distortion, and fastener disengagement.
- B. Fabricate and install roof edge flashing and copings capable of resisting the Wind Zone forces required by Code according to recommendations in FMG Loss Prevention Data Sheet 1-49.

- C. Thermal Movements: Provide sheet metal flashing and trim that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, hole elongation, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Provide clips that resist rotation and avoid shear stress as a result of sheet metal and trim thermal movements. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 - 1. Temperature Change (Range): 120 degrees F, ambient; 180 degrees F material surfaces.
- D. Water Infiltration: Provide sheet metal flashing and trim that do not allow water infiltration to building interior or interior side of flashing.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Shop Drawings: Show layouts of sheet metal flashing and trim, including plans and elevations. Distinguish between shop- and field-assembled work. Include the following:
 - 1. Identify material, thickness, weight, finish and color for each item and location in Project.
 - 2. Details for forming sheet metal flashing and trim, including profiles, shapes, seams, and dimensions.
 - 3. Details for fastening, joining, supporting, and anchoring sheet metal flashing and trim, including fasteners, clips, cleats, and attachments to adjoining work.
 - 4. Details of expansion joints and expansion-joint covers, including showing direction of expansion and contraction.
 - 5. Details for all metal subsills and end dams.
- C. Samples for Verification: For each type of exposed finish required, prepared on Samples of size indicated below:
 - 1. Sheet Metal Flashing: 12 inches long. Include fasteners, cleats, clips, closures, and other attachments.
 - 2. Trim: 12 inches long. Include fasteners and other exposed accessories.
 - 3. Accessories: Full-size Sample.

1.5 QUALITY ASSURANCE

- A. Sheet Metal Flashing and Trim Standard: Comply with SMACNA's "Architectural Sheet Metal Manual." Conform to dimensions and profiles shown unless more stringent requirements are indicated.
- B. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 01.
 - 1. Meet with the Owner, Designer, User Agency's insurer if applicable, Installer, and installers whose work interfaces with or affects sheet metal flashing and trim including installers of roofing materials, roof accessories, unit skylights, and roof-mounted equipment.

2. Review methods and procedures related to sheet metal flashing and trim.
3. Examine substrate conditions for compliance with requirements, including flatness and attachment to structural members.
4. Document proceedings, including corrective measures and actions required, and furnish copy of record to each participant.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver sheet metal flashing materials and fabrications undamaged. Protect sheet metal flashing and trim materials and fabrications during transportation and handling.
- B. Unload and inspect materials for damage, dampness, and wet-storage stains upon delivery to the site. Do not accept materials with any of these defects. Handle, store, and install sheet metal flashing materials and fabrications in a manner to prevent bending, warping, twisting, and surface damage of the materials.
- C. Stack materials on platforms or pallets, covered with suitable weathertight and ventilated covering, and sloped to shed water. Do not store sheet metal flashing and trim materials in contact with other materials that might cause corrosion, staining, denting, or other surface damage.

1.7 COORDINATION

- A. Coordinate installation of sheet metal flashing and trim with interfacing and adjoining construction to provide a leakproof, secure, and noncorrosive installation. Coordinate with other trades to allow for timely progress of construction.
- B. The sheet metal mechanic is responsible for cutting, fitting, drilling, and other operations in connection with sheet metal required to accommodate the work of other trades.

PART 2 - PRODUCTS

2.1 SHEET METALS

- A. Aluminum Sheet: ASTM B 209, Alloy 3003, 3004, 3105, or 5005. Thickness as specified in this Section. Temper suitable for forming and structural performance required, but not less than H14, finished as follows:
 1. High-Performance Organic Finish: AA-C12C42R1x (Chemical Finish: cleaned with inhibited chemicals; Chemical Finish: acid-chromate-fluoride-phosphate conversion coating; Organic Coating: as specified below). Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 - a. Fluoropolymer 3-Coat System: Manufacturer's standard 3-coat, thermocured system consisting of specially formulated inhibitive primer, fluoropolymer color coat, and clear fluoropolymer topcoat, with both color coat and clear topcoat containing not less than 70 percent polyvinylidene fluoride resin by weight, with a minimum total dry film thickness of 1.5 mil; complying with AAMA 2605.
 - 1) Color and Gloss: As selected by Designer from manufacturer's full range, including metallics.
- B. Stainless-Steel Sheet: ASTM A 240/A 240M, Type 304, with No. 2D dull, cold rolled finish. Thickness as specified in this Section.

2.2 UNDERLAYMENT MATERIALS

- A. Felts: ASTM D 226, Type II (No. 30), asphalt-saturated organic felt, nonperforated.

- B. Slip Sheet: Rosin-sized paper, minimum 3 lb./100 sq. ft.

2.3 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads. Fasteners should be of the same metal or a metal compatible with the item fastened. Use stainless steel fasteners to fasten dissimilar materials.
 - 1. Exposed Fasteners: Heads matching color of sheet metal by means of plastic caps or factory-applied coating.
 - 2. Fasteners for Flashing and Trim: Blind fasteners or self-drilling screws, gasketed, with hex washer head.
 - 3. Blind Fasteners: High-strength aluminum or stainless-steel rivets.
- C. Solder for Stainless Steel: ASTM B 32, Grade Sn60, with acid flux of type recommended by stainless-steel sheet manufacturer.
- D. Sealing Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealing tape with release-paper backing. Provide permanently elastic, non-sag, nontoxic, non-staining tape.
- E. Elastomeric Sealant: ASTM C 920, elastomeric polyurethane polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
- F. Epoxy Seam Sealer: Two-part, noncorrosive, aluminum seam-cementing compound, recommended by aluminum manufacturer for exterior nonmoving joints, including riveted joints.
- G. Isolation Coating: ASTM D 1187, cold-applied asphalt emulsion, VOC compliant, compounded for 15-mil dry film thickness per coat. Provide inert-type noncorrosive compound free of asbestos fibers, sulfur components, and other deleterious impurities.
- H. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required for application.

2.4 FABRICATION, GENERAL

- A. General: Custom fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated. Shop fabricate items where practicable. Obtain field measurements for accurate fit before shop fabrication.
- B. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
- C. Fabricate sheet metal flashing and trim without excessive oil canning, buckling, and tool marks and true to line and levels indicated, with exposed edges folded back to form hems.
 - 1. Seams for Aluminum: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints for additional strength.
 - 2. Seams for Other Than Aluminum: Fabricate nonmoving seams in accessories with flat-lock seams. Tin edges to be seamed, form seams, and solder.

- D. Sealed Joints: Form non-expansion but movable joints in metal to accommodate elastomeric sealant to comply with SMACNA recommendations.
- E. Expansion Provisions: Where lapped or bayonet-type expansion provisions in the Work cannot be used, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with elastomeric sealant concealed within joints.
- F. Conceal fasteners and expansion provisions where possible on exposed-to-view sheet metal flashing and trim, unless otherwise indicated.
- G. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
 - 1. Thickness: As recommended by SMACNA's "Architectural Sheet Metal Manual" for application but not less than thickness of metal being secured.

2.5 FINISHES

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions and other conditions affecting performance of work.
 - 1. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
 - 2. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

- A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
 - 1. Torch cutting of sheet metal flashing and trim is not permitted.
- B. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with isolation coating or by other permanent separation as recommended by fabricator or manufacturers of dissimilar metals.
 - 1. Coat side of stainless-steel sheet metal flashing and trim with bituminous coating where flashing and trim will contact wood, ferrous metal, or cementitious construction.

2. Underlayment: Where installing metal flashing directly on cementitious or wood substrates, install a course of felt underlayment and cover with a slip-sheet or install a course of polyethylene underlayment.
- C. Install exposed sheet metal flashing and trim without excessive oil canning, buckling, and tool marks. Fold back the exposed edges neatly to form a 1/2 inch hem on the concealed side.
- D. Install sheet metal flashing and trim true to line and levels indicated. Provide uniform, neat seams with minimum exposure of solder, welds, and elastomeric sealant. Seams shall be uniform in width and height.
- E. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
 1. Space cleats not more than 12 inches apart. Anchor each cleat with two fasteners. Bend tabs over fasteners.
- F. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped or bayonet-type expansion provisions cannot be used or would not be sufficiently watertight, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with elastomeric sealant concealed within joints.
- G. Fasteners: Use fasteners of sizes that will penetrate substrate not less than 1-1/4 inches for nails and not less than 3/4 inch for wood screws.
 1. Galvanized or Pre-painted, Metallic-Coated Steel: Use stainless-steel fasteners.
 2. Aluminum: Use aluminum or stainless steel fasteners.
 3. Stainless Steel: Use stainless-steel fasteners.
- H. Seal joints with elastomeric sealant as required for watertight construction.
 1. Where sealant-filled joints are used, embed hooked flanges of joint members not less than 1 inch into sealant. Form joints to completely conceal sealant. When ambient temperature at time of installation is moderate, between 40 and 70 degrees F set joint members for 50 percent movement either way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 degrees F.
 2. Prepare joints and apply sealants to comply with requirements in Section 07 9200 - Joint Sealants.
- I. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets to be soldered to a width of 1-1/2 inches except where pre-tinned surface would show in finished Work.
 1. Do not solder aluminum sheet.
 2. Stainless-Steel Soldering: Pre-tin edges of uncoated sheets to be soldered using solder recommended for stainless steel and phosphoric acid flux. Promptly wash off acid flux residue from metal after soldering.
 3. Do not use open-flame torches for soldering. Heat surfaces to receive solder and flow solder into joints. Fill joints completely. Completely remove flux and spatter from exposed surfaces.

- J. Aluminum Flashing: Rivet or weld joints in uncoated aluminum where necessary for strength. Do not allow aluminum surfaces in direct contact with other metals except stainless steel, zinc, or zinc coating. Where aluminum contacts another metal, paint the dissimilar metal with a primer followed by two coats of aluminum paint. Where drainage from a dissimilar metal passes over aluminum, paint the dissimilar metal with a non-lead pigment paint.

3.3 FIELD QUALITY CONTROL

- A. Independent Testing Agency: Cooperate with the Independent Testing Agency engaged by the Owner for field quality control activities for the Work of this Section. Refer also to Section 01 4325 – TESTING AGENCY SERVICES.
- B. Commissioning Authority: Cooperate with the Commissioning Authority engaged by the Owner for field quality control activities for the Work of this Section. Refer also to Section 01 9115 – FACILITY SHELL COMMISSIONING.
- C. Cooperate with field quality control personnel. Allow inspectors access to scaffolding and work areas, as needed to perform inspections.
- D. Additional inspections and retesting of materials which fail to comply with specified material and installation requirements shall be performed at Contractor's expense.

3.4 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder and sealants.
- C. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed. On completion of installation, clean finished surfaces, including removing unused fasteners, metal filings, pop rivet stems, and pieces of flashing. Maintain in a clean condition during construction.
- D. Repair scratches, abrasions, blemishes, variations in color and texture, and minor surface defects in the finish in accordance with the manufacturer's written instructions.
- E. Replace sheet metal flashing and trim that have been damaged or discolored or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION

SECTION 07 9200

JOINT SEALANTS

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- 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. Work Included: Provide labor, materials and equipment necessary to complete the work of this Section, including but not limited to the following:
 - 1. Joint sealants and fillers, exterior and interior.
- B. Unit Prices: See Section 01 2200 – Unit Prices
- C. Alternates: See Section 01 2300 - Alternates.
 - 1. **Add Alternate No. 1:** Phase 2 Rear Façade (west) Windows Arthur Street. The amount to be ADDED to the Contract Price to INCLUDE all windows on the rear façade (west facing on Arthur Street).
 - 2. **Add Alternate No. 2:** Phase 1 Remove and replace only the severely deteriorated wood window units within the courtyard as designated on the construction documents. The amount to be ADDED in the Contract Price to remove, furnish and install the new windows as designated on the construction documents.
 - 3. **Add Alternate No. 3:** Phase 1 Remove and replace the remaining wood window units within the courtyard. See Alternate No. 2. The amount to be ADDED to the Contract Price to remove, furnish and install the new windows as designated on the construction documents.
- D. Items To Be Installed Only: Not Applicable.
- E. Items To Be Furnished Only: Not Applicable.
- F. Related Work: The following items are not included in this Section and will be performed under the designated Sections:
 - 1. Section 08 1743 – FRP-Aluminum Hybrid Doors
 - 2. Section 08 4113 – Aluminum Framed Storefronts
 - 3. Section 08 8000 – Glazing for glazing sealants.

1.3 PERFORMANCE REQUIREMENTS

- A. Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.
- B. Provide joint sealants for interior applications that establish and maintain airtight and water-resistant continuous joint seals without staining or deteriorating joint substrates.
- C. Install sealant joints such that the sealant develops adhesion with the substrate on two sides. The sealant shall not have three-sided adhesion at any joint location.

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1.4 SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples for Verification: For each type and color of joint sealant required, provide Samples with joint sealants in 1/2-inch- wide joints formed between two 6-inch- long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.
- C. Qualification Data: For Installer.
- D. Preconstruction Field Test Reports: Indicate which sealants and joint preparation methods resulted in optimum adhesion to joint substrates based on preconstruction testing specified in "Quality Assurance" Article.
- E. Compatibility and Adhesion Test Reports: From sealant manufacturer, indicating the following:
 - 1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
 - 2. Interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion.
- F. Field Test Report Log: For each elastomeric sealant application.
- G. Product Test Reports: Based on comprehensive testing of product formulations performed by a qualified testing agency, indicating that sealants comply with requirements.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized Installer who is approved or licensed for installation of elastomeric sealants required for this Project.
- B. Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.
- C. Preconstruction Compatibility and Adhesion Testing: Submit to joint-sealant manufacturers, for testing indicated below, samples of materials that will contact or affect joint sealants.
 - 1. Use manufacturer's standard test method to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
 - a. Adhesion Testing: Use ASTM C 794 to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
 - b. Compatibility Testing: Use ASTM C 1087 to determine sealant compatibility when in contact with joint sealant backing and glazing and gasket materials.
 - 2. Schedule sufficient time for testing and analyzing results to prevent delaying the Work.
 - 3. For materials failing tests, obtain joint-sealant manufacturer's written instructions for corrective measures including use of specially formulated primers.
 - 4. Testing will not be required if joint-sealant manufacturers submit joint preparation data that are based on recent previous testing of current sealant products for adhesion to, and compatibility with, joint substrates and other materials matching those submitted.
- D. Preconstruction Field-Adhesion Testing: Before installing elastomeric sealants, field test their adhesion to Project joint substrates as follows:

1. Locate test joints where indicated on Project or, if not indicated, as directed by Designer.
 2. Conduct field tests for each application indicated below:
 - a. Each type of elastomeric sealant and joint substrate indicated.
 - b. Each type of non-elastomeric sealant and joint substrate indicated.
 3. Notify Designer seven days in advance of dates and times when test joints will be erected.
 - a. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193.
 - 1) For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
 4. Report whether sealant in joint connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each type of product and joint substrate. For sealants that fail adhesively, retest until satisfactory adhesion is obtained.
 5. Evaluation of Preconstruction Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing, in absence of other indications of noncompliance with requirements, will be considered satisfactory. Do not use sealants that fail to adhere to joint substrates during testing.
- E. Provide joint tolerances in accordance with the manufacturer's written instructions.
- F. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 01.
- 1.6 PROJECT CONDITIONS
- A. Do not proceed with installation of joint sealants under the following conditions:
1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 degrees F
 2. When joint substrates are wet.
 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
 4. Contaminants capable of interfering with adhesion have not yet been removed from joint substrates.
- 1.7 WARRANTY
- A. Special Installer's Warranty: Installer's standard form in which Installer agrees to repair or replace elastomeric joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
1. Warranty Period: Twenty years from the date of Certificate of Agency Use and Occupancy. Guarantees or warranties that start at the date of shipment from the factory, or from the completion date of an individual portion of the project, are not acceptable.
- B. Special Manufacturer's Warranty: Manufacturer's standard form in which elastomeric sealant manufacturer agrees to furnish elastomeric joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: Twenty years from the date of Certificate of Agency Use and Occupancy. Guarantees or warranties that start at the date of shipment from the factory, or from the completion date of an individual portion of the project, are not acceptable.
- C. Special warranties specified in this Article exclude deterioration or failure of elastomeric joint sealants from the following:
 1. Movement of the structure resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression caused by structural settlement or errors attributable to design or construction.
 2. Disintegration of joint substrates from natural causes exceeding design specifications.
 3. Mechanical damage caused by individuals, tools, or other outside agents.
 4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer, based on testing and field experience.
- B. Colors of Exposed Joint Sealants: As indicated by manufacturer's designations.

2.2 JOINT SEALANTS

- A. Elastomeric Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied chemically curing sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.
- B. Stain-Test-Response Characteristics: Elastomeric sealants shall be non-staining to porous substrates. Provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.
- C. Single-Component Neutral-Curing Silicone Sealant:
 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Dow Corning Corporation; 790.
 - b. GE Silicones; SilPruf LM SCS2700.
 - c. Bondaflex Technologies Sil 290
 - d. Pecora Corporation; 864.
 - e. Tremco Inc.; Spectrem 1.
 - f. Or equal.
 2. Extent of Use: Joints in exterior vertical and soffit surfaces.
- D. Multi-component Pourable Urethane Sealant:
 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Bostik Findley; Chem-Calk 550.
 - b. Bondaflex Technologies PUR 2 SL
 - c. Meadows, W. R., Inc.; POURTHANE.
 - d. Pecora Corporation; Urexpan NR-200.

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- e. Tremco Inc.; THC-901, multi-component.
 - f. Or equal.
- 2. Extent of Use: Joints in exterior horizontal surfaces.
- E. Single-Component Mildew-Resistant Acid-Curing Silicone Sealant:
 - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Dow Corning Corporation; 786 Mildew Resistant.
 - b. GE Silicones; Sanitary SCS1700.
 - c. Bondaflex Technologies Sil 100 WF
 - d. Pecora898NST.
 - e. Tremco Inc.; Tremsil 200.
 - f. Or equal.
 - 2. Extent of Use: Sanitary joints at interior toilet rooms and other wet areas.
- F. Latex Sealant: Comply with ASTM C 834, Type P, Grade NF.
 - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Bostik Findley; Chem-Calk 600.
 - b. Bondaflex Technologies Sil-A 700
 - c. Pecora Corporation; AC-20+.
 - d. Tremco Inc.; Tremflex 834.
 - e. Or equal.
 - 2. Extent of Use: Joints at non-moving interior surfaces, except where indicated to be sanitary joints.

2.3 JOINT-SEALANT BACKING

- A. Sealant Backing Material, General: Non-staining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C 1330, Type B (bicellular material with a surface skin) or other type, as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at the back or the base of the joint, where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

2.4 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.

- C. Masking Tape: Non-staining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 - 2. Remove loose mill scale from steel surfaces by sandblasting, or scraping and wire brushing where sandblasting is impractical. Remove protective coatings from the steel surface and residue on the steel.
 - 3. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include concrete, masonry and unglazed surfaces of ceramic tile.
 - 4. Remove laitance and form-release agents from concrete.
 - 5. Clean nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following metal, glass, porcelain enamel and glazed surfaces of ceramic tile.
- B. Joint Priming: Prime joint substrates, where recommended in writing by joint-sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of joint primer or sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

- C. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of sealant backings.
 - 2. Do not stretch, twist, puncture, or tear sealant backings.
 - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install bond-breaker tape to surfaces not intended to bond with the sealant in accordance with the manufacturer's recommendation.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses in each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
 - 4. Provide sealant joints with minimum depth and width of 1/4 inch, and an appropriate depth to width ratio for the given application.
- F. Tooling of Non-sag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 - 1. Remove excess sealant from surfaces adjacent to joints.
 - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not damage or discolor sealants or adjacent surfaces.
 - 3. Provide concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.

3.4 FIELD QUALITY CONTROL

- A. Cooperate with field quality control personnel. Allow inspectors access to scaffolding and work areas, as needed to perform inspections.
- B. Additional inspections and retesting of materials which fail to comply with specified material and installation requirements shall be performed at Contractor's expense.

3.5 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.
- B. If sealant is accidentally applied to masonry or other porous surfaces in the vicinity of the work, remove with solvent in accordance with the manufacturer's written instructions. For excess sealant installed on masonry and other porous surfaces at the joint, allow sealant to cure for 24 hours and remove by wire brushing or sanding. Remove any debris resulting from this process. For excess sealant installed on metal and other non-porous surfaces, remove the excess

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sealant with a solvent moistened cloth and remove solvent residue in accordance with the manufacturer's recommendations.

3.6 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration, damage or discoloration at time of Substantial Completion. If, despite such protection, damage, discoloration or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

END OF SECTION

SECTION 08 1743

FRP-ALUMINUM HYBRID DOORS

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- 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. Work Included: Provide labor, materials and equipment necessary to complete the work of this Section, including but not limited to the following:
 - 1. FRP insulated doors as shown on documents.
 - 2. Aluminum door frames as shown on documents.
 - 3. Shop-installed glass and glazing for the work of this Section.
- B. Alternates: Not Applicable.
- C. Items To Be Installed Only: Not Applicable.
- D. Items To Be Furnished Only: Not Applicable.
- E. Related Work: The following items are not included in this Section and will be performed under the designated Sections:
 - 1. Section 08 7100 – Door Hardware.
 - 2. Section 08 8000 – Glazing.

1.3 REFERENCES

- A. American Architectural Manufacturers Association (AAMA):
 - 1. AAMA 1304 - Voluntary Specification for Forced Entry Resistance of Side-Hinged Door Systems.
 - 2. AAMA 1503-98 – Thermal Transmittance and Condensation Resistance of Windows, Doors and Glazed Wall Sections
- B. American National Standards Institute (ANSI):
 - 1. ANSI A 250.4 – Test Procedure and Acceptance Criteria for Physical Endurance of Steel Doors and Hardware Reinforcing.
- C. American Society for Testing and Materials (ASTM):
 - 1. ASTM B 117 – Standard Practices for Operating Salt Spray (Fog) Apparatus.
 - 2. ASTM B 209 – Standard Practices for Aluminum and Aluminum-Alloy Sheet and Plate.
 - 3. ASTM B 221 – Standard Practices for Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.

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4. ASTM C 518 – Standard test Method for Steady-State Thermal Transmission Properties by Means of Heat Flow Meter Apparatus.
5. ASTM D 256 – Standard test Methods for Determining the Pendulum Impact Resistance of Plastics
6. ASTM D 570 – Standard test Method for Water Absorption of Plastics
7. ASTM D 638 – Standard test Method for Tensile Properties of Plastics.
8. ASTM D 790 – Standard test Method for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.
9. ASTM D 1621 – Standard test Method for Compressive Properties of Rigid Cellular Plastics.
10. ASTM D 1622 – Standard test Method for Apparent Density of Rigid Cellular Plastics
11. ASTM D 1623 – Standard test Method for Tensile and Tensile Adhesion Properties of Rigid Cellular Plastics.
12. ASTM D 1626 – Standard test Method for Response of Rigid Cellular Plastics to Thermal and Humid Aging.
13. ASTM D 2583 – Standard test Method for Indentation Hardness of Rigid Plastics by Means of a Barcol Impressor.
14. ASTM D 3029 – Test Methods for Impact Resistance of Flat Rigid Plastic Specimens by Means of a Tup (Falling Weight) (Withdrawn 1995) (Replaced by ASTM-D5420).
15. ASTM D 5116 – Standard Guide for Small-Scale Environmental Chamber Determinations of Organic Emissions from Indoor Materials/ Products.
16. ASTM D 5420 – Standard Test Method for Impact Resistance of Flat, Rigid Plastic Specimen by Means of a Striker Impacted by a Falling Weight (Gardner Impact).
17. ASTM D 6670 – Standard Practice for Full-Scale Chamber Determination of Volatile Organic Emissions from Indoor Materials/ Products.
18. ASTM E 84 – Standard Test Method for Surface Burning Characteristics of Building Materials.
19. ASTM E 90 – Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions.
20. ASTM E 283 – Standard Test Method for Determining Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen.
21. ASTM E 330 – Standard Test Method for Structural Performance of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure Difference.
22. ASTM E 1886 – Standard Test Method for Performance of Exterior Windows, Curtain Walls, Doors and Storm Shutters Impacted by Missile(s) and Exposed to Cyclic Pressure Differentials.
23. ASTM E 1996 – Standard Specification for Performance of Exterior Windows, Glazed Curtain Walls, Doors and Storm Shutters Impacted by Wind Borne Debris in Hurricanes.

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- 24. ASTM F 476 – Standard Test Methods for Security of Swinging Door Assemblies.
 - 25. ASTM F 1642-04 – Standard Test Method for Glazing Systems Subject to Air Blast Loading.
 - D. National Wood Window and Door Association (NWWDA):
 - 1. NWWDA T.M. 7-90 – Cycle Slam Test Method.
 - E. National Fenestration Rating Council (NFRA):
 - 1. NFRA 100 – Procedure for Determining Fenestration Products U-Factors.
 - 2. NFRA 400 – Procedure for Determining Fenestration Products Air Leakage.
 - F. Test Application Standard (TAS):
 - 1. TAS 201 – Impact Test Procedures.
 - 2. TAS 202 – Criteria for Testing Impact & Nonimpact Resistant Building Envelope Components Using Uniform Static Air Pressure.
 - 3. TAS 203 – Criteria for Testing Products Subject to Cyclic Wind Pressure Loading.
- 1.4 SUBMITTALS
- A. Must comply with Section 01 33 00 – Submittal Procedures.
 - B. Action Submittals/ Informational Submittals.
 - C. Product Data.
 - a. Submit manufacturer's product data sheets, catalog pages illustrating the products, description of materials, components, fabrication, finishes, installation instructions, and applicable test reports.
 - D. Shop Drawings.
 - a. Submit manufacturer's shop drawings, including elevations, sections, and details indicating dimensions, tolerances, materials, fabrication, doors, panels, framing, hardware schedule, and finish.
 - E. Samples.
 - a. Submit manufacturer's door sample composed of door face sheet, core, framing and finish.
 - b. Submit manufacturer's sample of standard colors for door face and frame.
 - 2. Testing and Evaluation Reports.
 - a. Submit testing reports and evaluations provided by manufacturer conducted by an accredited independent testing agency certifying doors and frames comply with specified performance requirements listed in Section 2.04.
 - 3. Manufacturer Reports.
 - a. Manufacturer's Project References.
 - 1) Submit list of successfully completed projects including project name, location, name of architect, type, and quantity of doors manufactured.
 - F. Closeout Submittals.
 - 1. Operation and Maintenance Manual.

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- a. Submit manufacturer's maintenance and cleaning instructions for doors and frames, including maintenance and operating instructions for hardware.
2. Warranty Documentation.
 - a. Submit manufacturer's standard warranty.

1.5 QUALITY ASSURANCE

- A. Manufacturer's Qualifications.
 1. Continuously engaged in manufacturing of doors of similar type to that specified, with a minimum of 25 years concurrent successful experience.
 2. Door and frame components must be fabricated by the same manufacturer.
 3. Evidence of a documented complaint resolution quality management system

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Delivery.
 1. Deliver materials to site in manufacturer's original, unopened, containers and packaging.
 2. Labels clearly identify opening, door mark, and manufacturer.
- B. Storage.
 1. Store materials in a clean, dry area, indoors in accordance with manufacturer's instructions.
- C. Handling.
 1. Protect materials and finish from damage during handling and installation.

1.7 Warranty

- A. Warrant doors, frames, and factory installed hardware against failure in materials and workmanship, including excessive deflection, faulty operation, defects in hardware installation, and deterioration of finish or construction in excess of normal weathering.
- B. Standard Period.
 1. Ten years starting on date of shipment.
- C. Limited lifetime.
 1. Covers failure of corner joinery, core deterioration, and delamination or bubbling of door skin and corrosion of all-fiberglass products while the door is in its specified application in its original installation.
- D. Finish.
 1. Fluropan painted aluminum: 10 years.
 2. Painted SL-17 FRP face sheets: 5 years.
 3. Anodized aluminum: 10 years.

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PART 2 - PRODUCTS

2.1 FRP/ALUMINUM HYBRID DOORS

A. Manufacturer.

1. Special-Lite, Inc. (Basis of Design)
2. FRP Architectural Doors
3. Corrim Fiberglass Doors
4. Provided compliance with design criteria.
 - a. CMI Architectural
 - b. Kawneer Corporation

2.2 DESCRIPTION

A. Model.

1. SL-17 Pebble Grain FRP/ Aluminum Hybrid Door.

B. Door Opening Size: As indicated on drawings.

C. Construction.

1. Door Thickness.
 - a. 1-3/4".
2. Stiles & Rails.
 - a. Aluminum extrusions are made from 6063 aluminum alloys with a minimum temper of T5.
 - b. Minimum 2-5/16" deep one-piece extrusion with integral reglets to accept face sheet on both interior and exterior side of door which secure face sheet into place and permit flush appearance.
 - c. Screw or snap in place applied caps are not acceptable.
 - d. Top rails must have integral legs for interlocking continuous extruded aluminum flush cap.
 - e. Bottom rails must have integral legs for interlocking continuous weather bar with single nylon brush weather stripping or manually adjustable SL-301 door bottom with two nylon brush weather stripping.
 - f. Meeting stiles to include integral pocket to accept pile brush weather seal.
3. Corners.
 - a. Mitered.
 - b. Secured with 3/8" diameter full-width steel tie rod through extruded splines top and bottom which are integral to standard tubular shaped rails.
 - c. 1-1/4" x 1-1/4" x 3/16" 6061 aluminum angle reinforcement at corner to give strong, flat surface for locking hex nut to bear on.
 - d. Welded, glue, or other methods of corner joinery are not acceptable.
4. Core.
 - a. Poured-in-place polyurethane foam.
 - b. Laid in foam cores are not acceptable.
 - c. Foam Plastic Insulated Doors: IBC 2603.4.
 - 1) Foam plastic shall be separated from the interior of a building by an approved thermal barrier.

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- 2) Approved thermal barrier must meet the acceptance criteria of the Temperature Transmission Fire Test and Integrity Fire Test as stated in NFPA 275.
 - 3) IBC 2603.4.1.7 foam plastic insulation, having a flame spread index less than 75 and a smoke developed index of not more than 450 shall be permitted as a door core when the face is metal minimum 0.032" aluminum or 0.016" steel.
 - 4) Standard door assembly can be tested to show it meets these requirements without the use of thermal barrier. If no independent testing is conducted all doors with foam plastic core must have a thermal barrier.
5. Face Sheet.
 - a. Exterior
 - 1) 0.120" thick, pebble texture, through color with SpecLite 3® integral surfaseal film FRP sheet.
 - 2) Optional painted finish consult manufacturer.
 - 3) Class C standard.
 - b. Interior
 - 1) 0.120" thick, pebble texture, through color with SpecLite 3® integral surfaseal film FRP sheet.
 - 2) Optional painted finish consult manufacturer.
 - 3) Class C standard optional Class A available consult manufacturer.
 - c. Attachment of face sheet.
 - 1) Extruded stiles and rails to have integral reglets to accept face sheet on both interior and exterior side of door which secure face sheet into place and permit flush appearance.
 - 2) Use of glue to bond face sheet to core or extrusions is not acceptable.
6. Cutouts.
 - a. Manufacture doors with cutouts for required vision lites, louvers, and panels.
7. Hardware.
 - a. Pre-machine doors in accordance with templates from specified hardware manufacturers.
 - b. Surface mounted closures will be reinforced for but not prepped or installed at factory.
 - c. Factory install door hardware.
8. Reinforcements.
 - a. Aluminum extrusions are made from 6061 or 6063 aluminum alloys.
 - b. Sheet and plate to conform to ASTM-B209.
 - c. Alloy and temper to be selected by manufacturer for strength, corrosion resistance, and application of required finish, and control of color.
 - d. Bars and tubes to meet ASTM-B221.

2.3 FRAMING

A. Framing

1. Thermally Broken Aluminum Framing.
 - a. Model: Special-Lite SL-450-TB
 - b. Materials.
 - 1) See 2.05.A.
 - c. Perimeter Frame Members.
 - 1) Storefront frame with thermally broken pocket filler.
 - 2) Factory fabricated.
 - 3) Open-back framing is not acceptable.

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- d. Thermal Strut.
 - 1) Fiber reinforced plastic, no other materials will be accepted.
- e. Applied Doorstops.
 - 1) 5/8" x 1-1/4" or 5/8" x 1-3/4", 0.125" wall thickness, with screws and weather-stripping.
 - 2) Provide solid 1/2" aluminum bar behind door stops for closer shoe attachment.
 - 3) Pressure gasketing for weathering seal.
 - 4) Counterpunch fastener holes in door stop to preserve full-metal thickness under fastener head.
 - 5) Minimum 1/2" aluminum bar reinforcement under doorstop for required hardware attachments, aluminum to meet ASTM-B221.
- f. Caulking.
 - 1) Caulk joints before assembling frame members.
- g. Frame Member to Member Connections.
 - 1) Secure joints with fasteners.
 - 2) Provide hairline butt joint appearance.
 - 3) Shear block construction only, no screw spline allowed.
- h. Hardware
 - 1) Pre-machine and reinforce frame members for hardware in accordance with manufacturer's standards and door hardware schedule.
 - 2) Surface mounted closures will be reinforced for but not prepped or installed at factory.
 - 3) Factory install door hardware.
- i. Anchors:
 - 1) Anchors appropriate for wall conditions to anchor framing to wall materials.
 - 2) Door Jamb and Header Mounting Holes: Maximum of 24-inch centers.
 - 3) Secure head and sill members of transom, side lites, and similar conditions.

2.4 PERFORMANCE

A. Face Sheet.

- 1. Standard Interior and Exterior Class C 0.120" thick, pebble texture, through color with SpecLite 3® integral surfaseal film FRP sheet.
 - a. Flexural Strength, ASTM-D790: 21 x 103 psi.
 - b. Flexural Modulus, ASTM-D790: 0.7 x 106 psi.
 - c. Tensile Strength, ASTM-D638: 13 x 103 psi.
 - d. Tensile Modulus, ASTM-D638: 1.2 x 106 psi.
 - e. Barcol Hardness, ASTM-D2583: 55.
 - f. Izod Impact, ASTM-D256: 14.0 ft-lb/in.
 - g. Gardner Impact Strength, ASTM-D5420: 120 in-lb.
 - h. Water Absorption, ASTM-D570: 0.20%/24hrs at 77°F.
 - i. Surface Burning, ASTM-E84: Flame Spread ≤ 200, Smoke Developed ≤ 450.
 - j. Taber Abrasion Resistance, Taber Test: 0.007% Max Wt. Loss, cs-17 wheels, 1000g. Wt., 25 cycles.
 - k. Chemical Resistance.
 - 1) Excellent Rating.
 - a) Acetic Acid, Concentrated.
 - b) Acetic Acid, 5%.
 - c) Bleach Solution.
 - d) Detergent Solution.
 - e) Distilled Water.
 - f) Ethyl Acetate.
 - g) Formaldehyde.
 - h) Heptane.

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- i) Hydrochloric Acid, 10%.
 - j) Hydrogen Peroxide, 3%.
 - k) Isooctane.
 - l) Lactic Acid, 10%.
 - I. USDA/FSIS Requirements.
 - 1) FRP face sheet with SpecLite 3® integral surfaseal is a finished outer surface material that is rigid; durable; non-toxic; non-corrosive; moisture resistant; a light, solid color such as white; easily inspected; smooth or an easily cleaned texture.
 - 2) FRP face sheet with SpecLite 3® integral surfaseal does not contain any known carcinogen, mutagen, or teratogen classified as hazardous substances; heavy metals or toxic substances; antimicrobials; pesticides or substances with pesticidal characteristics.
 - 2. Optional Interior Face Only Class A 0.120" thick, pebble texture, through color with SpecLite 3® integral surfaseal film FRP sheet.
 - a. Flexural Strength, ASTM-D790: 13 x 103 psi.
 - b. Flexural Modulus, ASTM-D790: 0.57 x 106 psi.
 - c. Tensile Strength, ASTM-D638: 6.8 x 103 psi.
 - d. Tensile Modulus, ASTM-D638: 0.90 x 106 psi.
 - e. Barcol Hardness, ASTM-D2583: 40.
 - f. Izod Impact, ASTM-D256: 12.0 ft-lb/in notched.
 - g. Gardner Impact Strength, ASTM-D3029: 45 in-lb.
 - h. Water Absorption, ASTM-D570: 0.32%/24hrs at 77°F.
 - i. Surface Burning, ASTM-E84: Flame Spread ≤ 25, Smoke Developed ≤ 450.
 - j. Taber Abrasion Resistance, Taber Test: 0.02% Max Wt. Loss, cs-17 wheels, 1000g. Wt., 25 cycles.
- B. Door Core.
- 1. Density, ASTM-D1622: ≤ 5.0 pcf.
 - 2. Compressive Properties, ASTM-D1621: Compressive Strength ≥ 60 psi, Compressive Modulus ≥ 1948 psi.
 - 3. Tensile and Tensile Adhesion Properties, ASTM-D1623: Tensile Adhesion, 3" x 3" FRP Facers ≥ 53 psi, Tensile Adhesion, 1" x 1" Foam ≥ 104 psi.
 - 4. Thermal and Humid Aging, ASTM-D2126: Volume Change at 158 °F, 100% humidity, 14 days ≤ 13%.
 - 5. Thermal Conductivity, ASTM-C518, Thermal Resistance ≥ 0.10 m2K/W.
- C. Door Panel.
- 1. Thermal Transmittance, AAMA 1503-98: U-Factor = 0.29 Btu/hr·ft²·°F, CRFp = 55.
 - 2. Indoor Air Quality, ASTM-D5116, ASTM-D6607: GreenGuard, GreenGuard Gold.
- D. Door and Thermally Broken Aluminum Frame Assembly.
- 1. Thermal Transmittance, NFRC 100.
 - a. Opaque Swinging Door (< than 50% glass)
 - 1) U-Factor = 0.31 Btu/hr·ft²·°F.
 - b. Commercially Glazed Swinging Entrance Door (> than 50% glass)
 - 1) U-Factor = 0.64 Btu/hr·ft²·°F.
 - 2. Air Leakage, NFRC 400, ASTM-E283.

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- a. Opaque Swinging Door (< than 50% glass)
 - 1) 0.01 cfm/sqft @ 1.57 psf.
 - 2) 0.01 cfm/sqft @ 6.24 psf.
 - b. Commercially Glazed Swinging Entrance Door (> than 50% glass)
 - 1) 0.38 cfm/sqft @ 1.57 psf.
 - 2) 0.73 cfm/sqft @ 6.24 psf.
3. Sound Transmission, ASTM-E90: STC = 30, OITC = 29.

2.5 MATERIALS

A. Aluminum Members.

1. Aluminum extrusions made 6061 or 6063 aluminum alloys.
2. Sheet and plate to conform to ASTM-B209.
3. Alloy and temper to be selected by manufacturer for strength, corrosion resistance, and application of required finish, and control of color.

B. Fiberglass.

1. See 2.02.C.5.

C. Fasteners.

1. All exposed fasteners will have a finish to match material being fastened.
2. 410 stainless steel or other non-corrosive metal.
3. Must be compatible with items being fastened.

2.6 FABRICATION

A. Factory Assembly.

1. Door and frame components from the same manufacturer.
2. Required size for door and frame units, shall be as indicated on the drawings.
3. Complete cutting, fitting, forming, drilling, and grinding of metal before assembly.
4. All cut edges to be free of burs.
5. Welding of doors or frames is not acceptable.
6. Maintain continuity of line and accurate relation of planes and angles.
7. Secure attachments and support at mechanical joints with hairline fit at contact surfaces.

B. Shop Fabrication

1. All shop fabrication to be completed in accordance with manufactures process work instructions.
2. Quality control to be performed before leaving each department.

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2.7 FINISHES

A. Door & Frame

1. Aluminum Portions
 - a. Paint Fluoropan®.
 - 1) Topcoat.
 - a) 70% polyvinylidene difluoride (PVDF) resin, meets or exceeds all AAMA 2605 specifications.
 - 2) Blue (TBD)
2. FRP Face Sheets
 - a. Through color.
 - 1) Color: Selected from manufacturer's 12 standard colors.
 - b. Painted: Provide ADD for custom paint.

2.8 ACCESSORIES

A. Vision Lites.

1. Factory Glazing.
 - a. Model: SL-LPBev, Low Profile Bevel Vision Kit for indicated glass thickness.
 - b. Glazing Thickness: As indicated in drawings and glass specification.
 - c. Rectangular Lites.
 - 1) Size, as indicated on drawings.

B. Hardware.

1. Pre-machine doors in accordance with templates from specified hardware manufactures and hardware schedule.
2. Factory install hardware.
3. Hardware Schedule: Per hardware schedule unless listed below by Door/Frame Manufacturer.
 - a. Continuous Hinges: Select Products SL-24 HD, finish to match door/frame.
 - b. Concealed Proximity Reader
 - c. Concealed adjustable bottom brush.
 - 1) SL-301.
 - a) Not for use with CVR type hardware.
 - d. Concealed adjustable meeting stile astragal.
 - 1) Adjustable astragal by Special-Lite.
 - e. Mullions.
 - 1) Model.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas to receive doors.
- B. Notify architect of conditions that would adversely affect installation or subsequent use.
- C. Do not proceed with installation until unsatisfactory conditions are corrected.

3.2 PREPARATION

- A. Ensure openings to receive frames are plumb, level, square, and in tolerance.

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3.3 ERECTION

- A. Install doors in accordance with manufacturer's instructions.
- B. Install doors plumb, level, square, true to line, and without warp or rack.
- C. Anchor frames securely in place.
- D. Separate aluminum from other metal surfaces with bituminous coatings or other means approved by architect.
- E. Set thresholds in bed of mastic and back seal.
- F. Install exterior doors to be weathertight in closed position.
- G. Repair minor damages to finish in accordance with manufacturer's instructions and as approved by architect.
- H. Remove and replace damaged components that cannot be successfully repaired as determined by architect.

3.4 FIELD QUALITY CONTROL

- A. Independent Testing Agency: Cooperate with the Independent Testing Agency engaged by the Owner for field quality control activities for the Work of this Section. Refer also to Section 01 4325 - TESTING AGENCY SERVICES.
- B. Cooperate with field quality control personnel. Allow inspectors access to scaffolding and work areas, as needed to perform inspections.
- C. Additional inspections and retesting of materials which fail to comply with specified material and installation requirements shall be performed at Contractor's expense.

3.5 ADJUSTING

- A. Adjust doors, hinges, and locksets for smooth operation without binding.

3.6 CLEANING

- A. Clean doors promptly after installation in accordance with manufacturer's instructions.
- B. Do not use harsh cleaning materials or methods that would damage finish.

3.7 PROTECTION

- A. Protect installed doors to ensure that, except for normal weathering, doors will be without damage or deterioration at time of substantial completion.

END OF SECTION

SECTION 08 4313

ALUMINUM-FRAMED STOREFRONTS

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- 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. Work Included: Provide labor, materials and equipment necessary to complete the work of this Section, including but not limited to the following:
1. Glazed aluminum-framed storefront systems and accessories.
 2. Provide prefinished aluminum insulated panels at locations shown on drawings.
 3. Insulated glazing.
 4. Obscure and tempered glazing as indicated on drawings.
- B. Alternates: See Section 01 2300 – Alternates.
1. **Add Alternate No. 1:** Phase 2 Rear Façade (west) Windows Arthur Street. The amount to be ADDED to the Contract Price to INCLUDE all windows on the rear façade (west facing on Arthur Street).
 2. **Add Alternate No. 2:** Phase 1 Remove and replace only the severely deteriorated wood window units within the courtyard as designated on the construction documents. The amount to be ADDED in the Contract Price to remove, furnish and install the new windows as designated on the construction documents.
 3. **Add Alternate No. 3:** Phase 1 Remove and replace the remaining wood window units within the courtyard. See Alternate No. 2. The amount to be ADDED to the Contract Price to remove, furnish and install the new windows as designated on the construction documents.
- C. Items To Be Installed Only: None:
- D. Items To Be Furnished Only: Not Applicable.
- E. Related Work: The following items are not included in this Section and will be performed under the designated Sections:
1. Section 02 0800 – Asbestos Abatement
 2. Section 02 4100 – Demolition
 3. Section 07 2713 – Membrane Air Barriers.
 4. Section 07 6200 – Sheet Metal Flashing and Trim.
 5. Section 07 9200 – Joint Sealants for perimeter joint sealants.
 6. Section 08 5113 – Aluminum Windows.

7. Section 08 5656 – Window Security Screens
8. Section 08 8000 – Glazing
9. Section 08 9000 – Louvers and Vents

1.3 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Design entrance and storefront system, including comprehensive engineering analysis by a qualified professional engineer licensed in the Commonwealth of Massachusetts, using performance requirements and design criteria indicated.
- B. General: Provide aluminum-framed systems, including anchorage, capable of withstanding, without failure, the effects of the following:
 1. Structural loads.
 2. Thermal movements.
 3. Dimensional tolerances of building frame and other adjacent construction.
 4. Failure includes the following:
 - a. Deflection exceeding specified limits.
 - b. Thermal stresses transferred to building structure.
 - c. Framing members transferring stresses, including those caused by thermal and structural movements, to glazing.
 - d. Noise or vibration created by wind, thermal and structural movements.
 - e. Loosening or weakening of fasteners, attachments, and other components.
 - f. Sealant failure.
 - g. Failure of operating units to function properly.
- C. Structural Loads: Wind and seismic loads as indicated on the Structural Drawings, but not less than that required by Code.
- D. Interstory Drift: Accommodate design displacement of adjacent stories indicated.
 1. Design Displacement: As indicated on Drawings.
 2. Test Performance: Complying with criteria for passing based on building occupancy type when tested according to AAMA 501.4 at design displacement [and 1.5 times the design displacement].
- E. Seismic Performance: Provide aluminum-framed entrances and storefronts, and components capable of withstanding the effects of earthquake motions determined according to Code.
 1. Seismic Drift Causing Glass Fallout: Complying with criteria for passing based on building occupancy type when tested according to AAMA 501.6 at design displacement and 1.5 times the design displacement.
 2. Vertical Interstory Movement: Complying with criteria for passing based on building occupancy type when tested according to AAMA 501.7 at design displacement and 1.5 times the design displacement.
- F. Deflection of Framing Members:
 1. Deflection Normal to Wall Plane: Limited to 1/175 of clear span for spans up to 13 feet 6 inches (and to 1/240 of clear span plus 1/4 inch for spans greater than 13 feet 6 inches or an amount that restricts edge deflection of individual glazing lites to 3/4 inch, whichever is less.

2. Deflection Parallel to Glazing Plane: Limited to 1/360 of clear span or 1/8 inch, whichever is smaller, amount not exceeding that which reduces glazing bite to less than 75 percent of design dimension and that which reduces edge clearance between framing members and glazing or other fixed components directly below to less than 1/8 inch and clearance between members and operable units directly below to less than 1/16 inch.
- G. Thermal Movements: Provide aluminum-framed systems that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
1. Temperature Change (Range): 120 degrees F, ambient; 180 degrees F, material surfaces.
- H. Air Infiltration Test: Test unit in accordance with ASTM E 283, as follows:
1. Static Air Pressure Difference: 6.24 psf for fixed storefront units.
 2. Air infiltration: 0.06 CFM/FT².
 3. Performance: Maximum air leakage shall not exceed the following: fixed storefront units, 1.0 cfm/sf.; glazed entrance door units, 0.3 cfm/sf of other areas.
- I. Water Leakage Test: Test fixed framing system in accordance with ASTM E 331.
1. Test Pressure: 10 psf.
 2. Performance: No leakage as defined in test method at specified test pressure. No uncontrolled water penetrating system or appearing on normally exposed interior surfaces.
- J. Solar Heat-Gain Coefficient: Provide units with a whole-unit SHGC maximum as required by Code, determined according to NFRC 200 procedures. Submit proof of compliance with submittals as specified.
- K. Thermal Transmittance: Provide window units that have a U-value as required by Code rated in BTU/hour/sq. ft./degrees F at 15-mph exterior wind velocity, when tested in accordance with AAMA 1503.1. Test unit to be 4 ft. x 6 ft. Submit proof of compliance with submittals as specified.
- L. Condensation Resistance: Provide aluminum-framed systems with fixed glazing and framing areas having condensation-resistance factor (CRF) of not less than 45 for fixed storefront units and not less than 48 for doors when tested according to AAMA 1503.
- 1.4 SUBMITTALS
- A. Product Data:
1. For each type of aluminum-framed storefront system indicated, include:
 - a. Construction details
 - b. Material descriptions
 - c. Dimensions of individual components and profiles
 - d. Hardware
 - e. Finishes

f. Installation instructions

- B. Shop Drawings: For aluminum-framed systems. Include plans, elevations, sections, details, and attachments to other work.
1. Include structural analysis data signed and sealed by the qualified professional engineer registered in the Commonwealth of Massachusetts responsible for their preparation.
 2. Include structural analysis of story drift and deflection from anticipated live loads, and determination whether head receptors are required.
 3. Include details of provisions for system expansion and contraction and for draining moisture occurring within the system to the exterior.
 4. Include details of the operable sash unit sections for system expansion and contractions and for draining moisture occurring within the system to the exterior. Include details showing weatherstripping.
 5. All costs for professional engineering shall be included in the bid price for the Work of this Section.
- C. Delegated-Design Submittal: For entrance and storefront systems indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer licensed in the Commonwealth of Massachusetts responsible for their preparation.
- D. Samples for Verification: For each type of exposed finish required, in manufacturer's standard sizes.
- E. Qualification Data: For Installer.
- F. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for aluminum-framed systems.
- G. Performance Reports: Based on systems, components and glazing methods proposed for use on this Project, proof that units as glazed for this Project meet or exceed Code requirements for the following:
1. U-value.
 2. Solar heat-gain coefficient.
 3. Samples for Initial Selection:
 - a. Provide samples for units with factory-applied color finishes.
 - b. Provide samples of hardware and accessories involving color selection.
 4. Samples for Verification:
 - a. Provide a verification sample for aluminum-framed storefront system and required components.
 5. Product Test Reports:
 - a. Provide test reports for each type of aluminum-framed storefront used in the project.
 - b. Test reports must be based on evaluation of comprehensive tests performed by a qualified preconstruction testing agency.
 - c. Test reports must indicate compliance with performance requirements.
- H. Fabrication Sample

1. Provide a fabrication sample of each vertical-to-horizontal intersection of aluminum-framed systems, made from 12" (304.8 mm) lengths of full-size components and showing details of the following:
 - a. Joinery, including concealed welds
 - b. Anchorage
 - c. Expansion provisions
 - d. Glazing
 - e. Flashing and drainage
 - f. Maintenance Data: For aluminum-framed systems to include in maintenance manuals.
 - g. Warranties: Special warranties specified in this Section.

1.5 QUALITY ASSURANCE

- A. Engineering Responsibility: Preparation of Shop Drawings, design calculations, and other structural data by a qualified professional engineer licensed in the Commonwealth of Massachusetts.
- B. Professional Engineer Qualifications: A professional engineer licensed in the Commonwealth of Massachusetts and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of entrance and storefront systems that are similar to those indicated for this Project in material, design, and extent.
- C. Installer Qualifications: Capable of assuming engineering responsibility and performing work of this Section and who is acceptable to manufacturer.
 1. Engineering Responsibility: Preparation of data for aluminum-framed systems including Shop Drawings based on testing and engineering analysis of manufacturer's standard units in assemblies similar to those indicated for this Project and submission of reports of tests performed on manufacturer's standard assemblies.

1.6 PROJECT CONDITIONS

- A. Field Measurements: Verify actual locations of structural supports for aluminum-framed systems by field measurements before fabrication and indicate measurements on Shop Drawings.
 1. Established Dimensions: Where field measurements cannot be made without delaying the Work, establish dimensions and proceed with fabricating aluminum-framed systems without field measurements. Coordinate construction to ensure that actual dimensions correspond to established dimensions.

1.7 WARRANTY

- A. Submit manufacturer's standard warranty for owner's acceptance.
- B. Warranty Period:
 1. Two years from Date of Substantial Completion of the project provided however that in no event shall the Limited Warranty begin later than six months from date of shipment by manufacturer.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 1. Basis-of-Design Product:

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- a. Kawneer Company, Inc. Trifab ® 451UT Framing System:
 - 1) 2" x 4-1/2" nominal dimension
 - 2) Thermal
 - 3) Center Plane
 - 4) Screw Spline Fabrication
 - b. EFCO.
 - c. Oldcastle Building Envelope
 - d. Or equal
2. Insulated Metal Panels:
- a. Mapes Insulated Panel with smooth aluminum skins.
 - 1) 1" Mapes – R (Insulated Thermal) w/ Exterior and Interior skins of smooth Kynar. Color of Kynar skins exterior and interior skins shall be selected from the manufacturer's standard available colors.
 - 2) Insulation shall be Solid Plastic (SPS) the core material is polystyrene (2 lb density).

2.2 MATERIALS

- A. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated.
- 1. Sheet and Plate: ASTM B 209.
 - 2. Extruded Bars, Rods, Profiles, and Tubes: ASTM B 221.
 - 3. Extruded Structural Pipe and Tubes: ASTM B 429.
 - 4. Structural Profiles: ASTM B 308/B 308M.
 - 5. Welding Rods and Bare Electrodes: AWS A5.10/A5.10M.
- B. Steel Reinforcement: With manufacturer's standard corrosion-resistant primer complying with SSPC-PS Guide No. 12.00 applied immediately after surface preparation and pretreatment. Select surface preparation methods according to recommendations in SSPC-SP COM and prepare surfaces according to applicable SSPC standard.
- 1. Structural Shapes, Plates, and Bars: ASTM A 36/A 36M.
 - 2. Cold-Rolled Sheet and Strip: ASTM A 1008/A 1008M.
 - 3. Hot-Rolled Sheet and Strip: ASTM A 1011/A 1011M.

2.3 FRAMING SYSTEMS

- A. Framing Members: Manufacturer's standard extruded-aluminum framing members of thickness required and reinforced as required to support imposed loads.
- 1. Construction: Thermal-break.
- B. Brackets and Reinforcements: Manufacturer's standard high-strength aluminum with nonstaining, nonferrous shims for aligning system components.
- C. Fasteners and Accessories: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding fasteners and accessories compatible with adjacent materials.
- 1. Where fasteners are subject to loosening or turning out from thermal and structural movements, wind loads, or vibration, use self-locking devices.

2. Reinforce members as required to receive fastener threads.
3. Use exposed fasteners with countersunk Phillips screw heads, finished to match framing system.
- D. Concrete and Masonry Inserts: Hot-dip galvanized cast-iron, malleable-iron, or steel inserts complying with ASTM A 123/A 123M or ASTM A 153/A 153M requirements.
- E. Flashing: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding flashing compatible with adjacent materials. Form exposed flashing from sheet aluminum finished to match framing and of sufficient thickness to maintain a flat appearance without visible deflection.
- F. Framing System Gaskets and Sealants: Manufacturer's standard recommended by manufacturer for joint type.

2.4 GLAZING SYSTEMS

- A. Glazing: Provide insulating-glass units in accordance with requirements in Section 088000 - GLAZING.
- B. Glazing Gaskets: Manufacturer's standard compression types, replaceable, molded or extruded, that maintain uniform pressure and watertight seal.
- C. Spacers and Setting Blocks: Manufacturer's standard elastomeric types.

2.5 ACCESSORY MATERIALS

- A. Insulating Materials: As specified in Section 07 2100 – Thermal Insulation.
- B. Bituminous Paint (Isolation Coating): Cold-applied asphalt-mastic paint complying with ASTM D 1187 requirements containing no asbestos, formulated for 30-mil thickness per coat.

2.6 FABRICATION

- A. Fabricate framing member components that, when assembled, have the following characteristics:
 1. Profiles that are sharp, straight, and free of defects or deformations
 2. Accurately fitted joints that are flush, hairline, and weatherproof
 3. Means to drain water passing joints, condensation within framing members, and moisture migrating within the system to exterior
 4. Physical and thermal isolation of glazing from framing members
 5. Accommodations for thermal and mechanical movements of glazing and framing that maintain required glazing edge clearances
 6. Provisions for field replacement of glazing
 7. Fasteners, anchors, and connection devices that are concealed from view to the greatest extent possible
- B. Mechanically Glazed Framing Members:
 1. Fabricate for flush glazing without projecting stops.

- C. Structural-Sealant-Glazed Framing Members:
 - 1. Include accommodations for using temporary support device to retain glazing in place while structural sealant cures.
- D. Storefront Framing:
 - 1. Fabricate components for assembly using manufacturer's standard installation instructions.
- E. After fabrication, clearly mark components to identify their locations in project according to shop drawings.

2.7 ALUMINUM FINISHES

- A. General: Comply with NAAMM's(National Association of Architectural Metal Manufacturers) "Metal Finishes Manual" for recommendations for applying and designating finishes.
- B. High-Performance Organic Finish (3-Coat Fluoropolymer): AA-C12C40R1x (Chemical Finish: cleaned with inhibited chemicals; Chemical Finish: conversion coating; Organic Coating: manufacturer's standard 3-coat, thermocured system consisting of specially formulated inhibitive primer, fluoropolymer color coat, and clear fluoropolymer topcoat, with both color coat and clear topcoat containing not less than 70 percent polyvinylidene fluoride resin by weight). Prepare, pretreat, and apply coating to exposed metal surfaces to comply with AAMA 2605 and with coating and resin manufacturers' written instructions.
 - 1. Color and Gloss: As selected by Designer from manufacturer's full range, including metallics.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. With installer present, examine openings, substrates, structural support, anchorage, and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of work:
 - 1. Verify rough opening dimensions.
 - 2. Verify levelness of sill plate.
 - 3. Verify operational clearances.
 - 4. Examine wall flashings, vapor retarders, water and weather barriers, and other built-in components for proper water management.
 - 5. Masonry Surfaces:
 - a. Masonry surfaces must be visibly dry and free of excess mortar, sand, and other construction debris.
 - 6. Metal Surfaces:
 - a. Metal surfaces must be dry and clean (free of grease, oil, dirt, rust, corrosion, and welding slag).
 - b. Ensure that metal surfaces are without sharp edges or offsets at joints.
- B. Proceed with installation only after correcting unsatisfactory conditions.

3.2 INSTALLATION

A. General:

1. Comply with manufacturer's written instructions.
2. Do not install damaged components.
3. Fit joints to produce hairline joints free of burrs and distortion.
4. Rigidly secure nonmovement joints.
5. Install anchors with separators and isolators to prevent metal corrosion and electrolytic deterioration.
6. Seal joints watertight, unless otherwise indicated.

B. Metal Protection:

1. Where aluminum will contact dissimilar metals, protect against galvanic action by painting contact surfaces with primer or by applying sealant or tape or installing nonconductive spacers as recommended by manufacturer for this purpose.
2. Where aluminum will contact concrete or masonry, protect against corrosion by painting contact surfaces with bituminous paint.

C. Install components necessary to drain water passing joints, condensation occurring within framing members, and moisture migrating within the system to exterior.

D. Set continuous sill members and flashing in full sealant bed as specified in Section 07 9200 – Joint Sealants and to produce weathertight installation.

E. Install components plumb and true in alignment with established lines and grades, without warp or rack.

F. Install glazing as specified in Section 08 8000 – Glazing.

1. Structural-Sealant Glazing:

- a. Prepare surfaces that will contact structural sealant according to sealant manufacturer's written instructions to ensure compatibility and adhesion. Preparation includes, but is not limited to, cleaning and priming surfaces.
- b. Install weatherseal sealant according to Section 07 9200 – Joint Sealants and according to sealant manufacturer's written instructions to produce weatherproof joints. Install joint filler behind sealant as recommended by sealant manufacturer.

G. Erection Tolerances: Install aluminum-framed systems to comply with the following maximum tolerances:

1. Location and Plane: Limit variation from true location and plane to 1/8 inch in 12 feet; 1/4 inch over total length.
2. Alignment:
 - a. Where surfaces abut in line, limit offset from true alignment to 1/16 inch.
 - b. Where surfaces meet at corners, limit offset from true alignment to 1/32 inch.
3. Diagonal Measurements: Limit difference between diagonal measurement to 1/8 inch.

3.3 FIELD QUALITY CONTROL

A. Field Tests:

1. Architect shall select storefront units to be tested as soon as a representative portion of the project has been installed, glazed, perimeter caulked and cured.
2. Conduct tests for air infiltration and water penetration with manufacturer's representative present.
3. Tests that do not meet the specified performance requirements and units that have deficiencies shall be corrected as part of the contract amount.
4. Testing shall be performed per AAMA 503 by a qualified independent testing agency. Refer to Testing Section for payment of testing and testing requirements.
5. Air Infiltration Tests:
 - a. Conduct tests in accordance with ASTM E 783.
 - b. Allowable air infiltration shall not exceed 1.5 times the amount indicated in the performance requirements or 0.09 cfm/ft², whichever is greater.
6. Water Infiltration Tests:
 - a. Conduct tests in accordance with ASTM E 1105.
 - b. No uncontrolled water leakage is permitted when tested at a static test pressure of two-thirds the specified water penetration pressure but not less than 6.2 psf (300 Pa).

B. Manufacturer's Field Services:

1. Upon owner's written request, provide periodic site visit by manufacturer's field service representative.

3.4 ADJUSTING, CLEANING, AND PROTECTION

A. Adjusting: Not applicable.

B. Protection:

1. Protect installed product's finish surfaces from damage during construction.

C. Cleaning:

1. Clean glass immediately after installation.
 - a. Comply with glass manufacturer's written recommendations for final cleaning and maintenance.
 - b. Remove non-permanent labels and clean surfaces.
 - c. Clean aluminum surfaces.
 - d. Avoid damaging protective coatings and finishes.
 - e. Remove excess sealants, glazing materials, dirt, and other substances.
 - f. Repair or replace damaged installed products.
 - g. Remove and replace glass that has been broken, chipped, cracked, abraded, or damaged during the construction period.
 - h. Remove construction debris from project site and legally dispose of debris.

END OF SECTION

SECTION 08 5113

ALUMINUM WINDOWS

PART 1 - GENERAL

1.1 GENERAL PROVISIONS

- A. Attention is directed to the Procurement/Contracting Requirements 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. Work Included: Provide labor, materials and equipment necessary to complete the work of this Section, including but not limited to the following:
1. Operable aluminum-framed project out (Awning) windows with factory-installed glass and glazing.
 2. Operable aluminum-framed casement (Custodial) windows with factory-installed glass and glazing. Provide cast white bronze access control with removable handle at custodial windows only .
 3. Insulated glazing.
 4. Obscure and tempered glazing as indicated on drawings.
- B. Alternates: See Section 01 2300 – Alternates.
1. **Add Alternate No. 1:** Phase 2 Rear Façade (west) Windows Arthur Street. The amount to be ADDED to the Contract Price to INCLUDE all windows on the rear façade (west facing on Arthur Street).
 2. **Add Alternate No. 2:** Phase 1 Remove and replace only the severely deteriorated wood window units within the courtyard as designated on the construction documents. The amount to be ADDED in the Contract Price to remove, furnish and install the new windows as designated on the construction documents.
 3. **Add Alternate No. 3:** Phase 1 Remove and replace the remaining wood window units within the courtyard. See Alternate No. 2. The amount to be ADDED to the Contract Price to remove, furnish and install the new windows as designated on the construction documents.
- C. Items To Be Installed Only: Not Applicable.
- D. Items To Be Furnished Only: Not Applicable.
- E. Related Work: The following items are not included in this Section and will be performed under the designated Sections:
1. Section 07 2713 – Membrane Air Barriers for air barrier wrapped around existing openings.
 2. Section 07 6200 – Sheet Metal Flashing and Trim for metal pan flashing.
 3. Section 07 9200 – Joint Sealants for joint sealants from window frames to adjacent building surfaces.

4. Section 08 4313 – Aluminum-Framed Storefronts

1.3 PERFORMANCE REQUIREMENTS

- A. General Performance: Aluminum-framed window system shall withstand the effects of the following performance requirements without failure due to defective manufacture, fabrication, installation, or other defects in construction.
- B. Window Performance Requirements:
1. Performance Requirements: Provide aluminum windows of performance indicated that comply with AAMA/WDMA/CSA 101/I.S.2/A440 (NAFS). Performance Class and Grade;
 - a. Project-Out Windows:
 - 1) 3-1/8" (79.4 mm); 3-7/8" (98.4 mm) Overall System Depth
 - i. CW-PG40-AP (with 2-Cam Handles)
 - ii. CW-PG60-AP (with 3-Cam Handles)
 - b. Outswing Casement Windows: Custodial Use
 - 1) 3-1/8" (79.4 mm); 3-7/8" (98.4 mm) Overall System Depth
 - i. CW-PG40-C (with 2-3 Custodial Cam Handles)
 2. Air leakage: The test specimen shall be tested in accordance with ASTM E283. Air leakage rate shall not exceed 0.10 cfm/ft² at a static air pressure differential of 6.2 psf (300 Pa). The test specimen shall meet the A3 rating of less than 0.55 (m³/h)/m at 1.6 psf (75 Pa) when tested in accordance with CAN/CSA-A440-00 Windows.
 3. Water Resistance: The test specimen shall be tested in accordance with ASTM E547 and ASTM E331. There shall be no leakage as defined in the test method at a static air pressure differential of 12 psf (575 Pa). The test specimen shall meet the B7 rating with no water leakage at 12 psf (575 Pa) when tested in accordance with CAN/CSA-A440-00 Windows;
 4. Uniform Load Deflection: A minimum static air pressure difference shall be applied in the positive and negative direction in accordance with ASTM E330. There shall be no deflection in excess of L/175 of the span of any framing member. The test specimen shall meet the C3, C4 or C5 rating when tested in accordance with CAN/CSA-A440-00 Windows.
 - a. Project-Out Windows (Awning):
 - 1) 3-1/8" (79.4 mm); 3-7/8" (98.4 mm) Overall System Depth
 - i. CW-PG40-AP (with 2-Cam Handles); 40 psf (1915 Pa)
 - ii. Cam handles)
 - b. Outswing Casement Windows (Custodial):
 - 1) 3-1/8" (79.4 mm); 3-7/8" (98.4 mm) Overall System Depth
 - i. CW-PG40-C (with 2-Cam Handles); 40 psf (1915 Pa)
 5. Uniform Load Structural: A minimum static air pressure difference of shall be applied in the positive and negative direction in accordance with ASTM E330. The unit shall be evaluated after each load with permanent set not to exceed 0.3% of span length.
 - a. Project-Out Windows (Awning):
 - 1) 3-1/8" (79.4 mm); 3-7/8" (98.4 mm) Overall System Depth
 - i. CW-PG40-AP (with 2-Cam Handles); 60 psf (2873 Pa)
 - b. Outswing Casement Windows (Custodial):
 - 1) 3-1/8" (79.4 mm); 3-7/8" (98.4 mm) Overall System Depth
 - i. CW-PG40-C (with 2-Cam Handles); 60 psf (2873 Pa)
 - ii. CW-PG70-C (with 3-Cam Handles); 105 psf (5027 Pa)
 6. Component Testing: Window components shall be tested in accordance with procedures described in AAMA/WDMA/CSA 101/I.S.2/A440 and AAMA 910.

7. Energy Efficiency:
 - a. Thermal Transmittance (U-Factor): When tested to AAMA Specification 1503, AAMA Specification 507 or NFRC 100 the thermal transmittance (U-Factor) shall not be more than;
 - 1) 1-3/4" insulating glass:
 - i. Project-Out and Outswing Casement: U-Factor not more than .23 BTU/hr/ft²/°F per AAMA 1503 with exterior 3/16" (4.76 mm) low E glass, 19/32" (15.08 mm) Warm Edge spacer, argon gas, center 3/16" (4.76 mm) low E glass, 19/32" (15.08 mm) Warm Edge spacer, argon gas, and interior 3/16" (4.76 mm) clear glass.
or
 - ii. U-Factor not more than .32 system U-value BTU/hr/sf/°F per AAMA 507 or NFRC 100 when using project specified glass.
8. Condensation Resistance Test (CRF): Provide aluminum windows tested for thermal performance according to AAMA 1503, the condensation resistance factor (CRF) shall not be less than;
 - a. 1-3/4" (44.45 mm) insulating glass made with exterior 3/16" (4.76 mm) low E glass, 19/32" (15.08 mm) Warm Edge spacer, argon gas, center 3/16" (4.76 mm) low E glass 19/32" (15.08 mm) Warm Edge spacer, argon gas, and interior 3/16" (4.76 mm) clear glass:
 - 1) Outswing Casement: CRF not less than 80 (frame) and 82 (glass).
 - 2) Project-Out: CRF not less than 81 (frame) and 83 (glass).
9. Temperature Index (I): Provide aluminum windows tested for thermal performance according to CSA-A440 with a Temperature Index (I) not less than:
 - a. 1-3/4" (44.45 mm) insulating glass made with exterior 3/16" (4.76 mm) low E glass, 19/32" (15.08 mm) Warm Edge spacer, argon gas, center 3/16" (4.76 mm) low E glass 19/32" (15.08 mm) Warm Edge spacer, argon gas, and interior 3/16" (4.76 mm) clear glass:
 - 1) Outswing Casement: (I) not less than 70 (frame) and 73 (glass).
 - 2) Project-Out: (I) not less than 75 (frame) and 81 (glass).
10. Sound Transmission Class (STC) and Outdoor-Indoor Transmission Class (OITC): When tested in accordance with AAMA Specification 1801, the STC and OITC shall not be less than;
 - a. 1-3/4" (44.45 mm) insulating glass made with exterior 9/16" (14.29 mm) clear laminated glass, 7/8" (22.2 mm) aluminum spacer, and interior 5/16" (7.94 mm) clear laminated glass:
 - 1) Outswing Casement: STC not less than 41; OITC not less than 34.
11. Forced Entry Resistance: All windows shall conform to ASTM F588, Grade 10.
12. The thermal barrier shall be that which will meet the total window system U-value.

1.4 SUBMITTALS

- A. Product Data: Include construction details, material descriptions, fabrication methods, dimensions of individual components and profiles, hardware, finishes, and operating instructions for each type of aluminum window indicated.
- B. Shop Drawings: Include plans, elevations, sections, details, hardware, attachments to other work, operational clearances and installation details.

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- C. Samples for Initial Selection: For units with factory-applied color finishes including samples of hardware and accessories involving color selection.
- D. Samples for Verification: For aluminum windows and components required.
- E. Product Schedule: For aluminum windows. Use same designations indicated on Drawings.
- F. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency for each type, class, grade, and size of aluminum window. Test results based on use of downsized test units will not be accepted.
- G. Performance Reports: Based on systems, components and glazing methods proposed for use on this Project, proof in the form of testing report or certified letter from Manufacturer stating that the windows as glazed for this Project meet or exceed Code requirements for the following:
 - 1. U-value.
 - 2. Solar heat-gain coefficient.
- H. Maintenance Data: For operable window sash, operating hardware, weather stripping, and finishes to include in maintenance manuals.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An installer which has had successful experiences with installation of the same or similar units required for this project and other projects of similar size and scope.
- B. Manufacturer Qualifications: A manufacturer capable of fabricating aluminum windows that meet or exceed performance requirements indicated and of documenting this performance by inclusion of test reports, and calculations.
- C. Source Limitations: Obtain aluminum windows through one source from a single manufacturer.
- D. Product Options: Drawings indicate size, profiles, and dimensional requirements of aluminum windows and are based on the specific system indicated. Refer to Division 01 Section "Product Requirements." Do not modify size and dimensional requirements.
 - 1. Do not modify intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If modifications are proposed, submit comprehensive explanatory data to Architect for review.
- E. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Build mockup for type(s) of window(s) indicated, in location(s) shown on Drawings.
- F. Pre-installation Conference: Conduct conference at Project site to comply with requirements in Section 01 3100 – Project Management and Coordination.
- G. Installer Qualifications: An installer acceptable to aluminum window manufacturer for installation of units required for this Project.

1.6 PROJECT CONDITIONS

- A. Field Measurements: Verify aluminum window openings by field measurements before fabrication and indicate measurements on Shop Drawings.

1.7 WARRANTY

- A. Manufacturer's Warranty: Submit, for Owner's acceptance, manufacturer's standard warranty.
1. Warranty Period: Two (2) years from Date of Substantial Completion of the project provided however that the Limited Warranty shall begin in no event later than six months from date of shipment by manufacturer.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Basis-of-Design Product:
1. Kawneer Company Inc.
 2. GLASSvent™ UT Windows (Project-Out Awning and Outswing Casement Custodial)
 - a. Project-Out Windows Awning
 - 1) 3-1/8" (79.4 mm); 3-7/8" (98.4 mm) Overall System Depth
 - i. CW-PG40-AP
 - b. Outswing Casement Windows Custodial
 - 1) 3-1/8" (79.4 mm); 3-7/8" (98.4 mm) Overall System Depth
 - i. CW-PG40-C
 3. Other Available Manufacturers:
 - a. EFCO, a Wausau Company.
 - b. Oldcastle Building Envelope.
 - c. Or equal.
- C. The window color shall be selected from the manufacturer's standard colors.
- D. Substitutions: Refer to Section 01 2500 – Substitution Procedures for procedures and submission requirements.
1. Pre-Contract (Bidding Period) Substitutions: Submit written requests ten (10) days prior to bid date.
 2. Post-Contract (Construction Period) Substitutions: Submit written request in order to avoid window installation and construction delays.
 3. Product Literature and Drawings: Submit product literature and drawings modified to suit specific project requirements and job conditions.
 4. Certificates: Submit certificate(s) certifying substitute manufacturer (1) attesting to adherence to specification requirements for window system performance criteria, and (2) has been engaged in the design, manufacturer and fabrication of aluminum windows for a period of not less than ten (10) years. (Company Name)
 5. Test Reports: Submit test reports verifying compliance with each test requirement required by the project.
 6. Samples: Provide samples of typical product sections and finish samples in manufacturer's standard sizes.
- E. Substitution Acceptance: Acceptance will be in written form, either as an addendum or modification, and documented by a formal change order signed by the Owner and Contractor.

2.2 MATERIALS

- A. Aluminum Extrusions: Alloy and temper recommended by aluminum window manufacturer for strength, corrosion resistance, and application of required finish and not less than 0.090" (2.3 mm) wall thickness at any location for the main frame and sash members.
- B. Thermal Barrier: The thermal barrier shall be Kawneer consisting of low conductive polymer full depth of infill.
- C. Thermal Barrier: The thermal barrier shall be Kawneer consisting of low conductive polymer full depth of infill.
- D. Anchors: Nonmagnetic stainless steel, or zinc-coated steel or iron complying with ASTM B 633 for SC 3 severe service conditions; provide sufficient strength to withstand design pressure indicated.
- E. Sealant: For sealants required within fabricated windows, provide window manufacturer's standard, permanently elastic, non-shrinking, and non-migrating type recommended by sealant manufacturer for joint size and movement.

2.3 WINDOW SYSTEM

- A. GLASSvent UT Windows – Project-out Awning and Outswing Casement Custodial.

2.4 GLAZING

- A. Insulating Triple Glazed Glass Units for Vertical Glazing: 1 3/4 inch thick insulating glass consisting of three lites of 1/4 inch glass, Low E "SN68" coating on the No. 2 surface and Low E "NUZ865" coating on the No. 5 surface and argon gas filled. Center of glass U value to be equal to U.13. Provide one of the following or equal:
 - 1. Big Glass 1 3/4" VRE1-54 insulating glass by Viracon Glass.
 - a. Visible Light Transmittance: 41 percent
 - b. Light Reflectance: .19
 - c. U Value (Winter): .16
 - d. Solar Heat Gain Coefficient: .25
 - 2. Solarban 90 1 3/4" Glass by Vitro Glazing.
 - a. Visible Light Transmittance: 64 percent
 - b. Light Reflectance: .15
 - c. U Value (Winter): .16
 - 3. ClimaGuard 62/27 by Guardian Glass.
 - a. Visible Light Transmittance: 56 percent
 - b. Light Reflectance: .46
 - c. U Value (Winter): .18
 - d. Solar Heat Gain Coefficient: .24
- B. Matching: To the greatest extent practical, glass on the exterior of the building shall match. Coordinate with mock-ups and specified requirements.
- C. Glazing System: Manufacturer's standard factory-glazing system that produces weathertight seal.
- D. Tempered Float Glass: ASTM C 1048; Type I (transparent flat glass); Quality-Q3; Kind FT; 1/4 inch thick unless indicated otherwise.

- E. Glazing noted as Obscure Glazing shall be clear and located on the interior pane of insulated glass units. Obscure glazing pattern to be selected by the Owner from the Manufacturer's standard obscure glazing patterns, equivalent to a No. 62 obscure pattern selection.
- F. Glazing System: Glazing method shall be four sided structural silicone glazed in accordance with manufacturer's standards.

2.5 HARDWARE

- A. General: Provide manufacturer's standard hardware fabricated from aluminum, stainless steel, or other corrosion-resistant material compatible with aluminum; designed to smoothly operate, tightly close, and securely lock aluminum windows, and sized to accommodate sash weight and dimensions.
- B. Project-Out / Outswing Casement Windows: Provide the following operating hardware:
 - 1. Stainless Steel 4-Bar Hinges
 - 2. 4" sash travel limit arms
 - 3. Cast White Bronze Cam Locking Handles at awning windows
 - 4. Cast White Bronze Access Control (Custodial) Locks with Removable Handle at Casements only
 - 5. Charcoal Aluminum Screens

2.6 ACCESSORIES

- A. Spacers, Setting Blocks, Gaskets, and Bond Breakers: Manufacturer's standard permanent, non-migrating types in hardness recommended by manufacturer, compatible with sealants, and suitable for system performance requirements.
- B. Framing system gaskets, sealants, and joint fillers as recommended by manufacturer for joint type.
- C. Sealants and joint fillers for joints at perimeter of window system as specified in Section 07 9200 – Joint Sealants.
- D. Insect Screens: Extruded aluminum frames, 6063-T5 or 6063-T6 alloy and temper, joined at corners: 18 x 16 mesh fiberglass screen cloth; frames finished to match aluminum windows; splines shall be extruded vinyl, removable to permit rescreening.

2.7 FABRICATION

- A. Framing Members, General: Fabricate components that, when assembled, have the following characteristics:
 - 1. Profiles that are sharp, straight, and free of defects or deformations.
 - 2. Accurately fit joints; make joints flush, hairline and weatherproof.
 - 3. Means to drain water passing joints, condensation within framing members, and moisture migrating within the system to exterior.
 - 4. Physical and thermal isolation of glazing from framing members.
 - 5. Accommodations for thermal and mechanical movements of glazing and framing to maintain required glazing edge clearances.

6. Provisions for field replacement of glazing.
 7. Fasteners, anchors, and connection devices that are concealed from view to greatest extent possible.
- B. Window Vent and/or Vent Frame Joinery: Mitered and Mechanically clipped and/or staked. Factory sealed vent and /or vent frame and corner joints.
- C. Fabricate aluminum windows in sizes indicated. Include a complete system for assembling components and anchoring windows.

2.8 FINISHES

- A. Finish designations prefixed by AA comply with the system established by the Aluminum Association for designating aluminum finishes.
- B. Factory Finishing:
1. Kawneer Permafluor™ (70% PVDF), AAMA 2605, Fluoropolymer Coating Color #22 Black (or as selected from manufacturer's standard color pallet) **with XL clear top coat**.
- C. High-Performance Organic Finish: AA-C12C42R1x (Chemical Finish: cleaned with inhibited chemicals; Chemical Finish: acid-chromate-fluoride-phosphate conversion coating; Organic Coating: as specified below). Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
1. Fluoropolymer Three-Coat System: Manufacturer's standard three-coat, thermo-cured system consisting of specially formulated inhibitive primer, fluoropolymer color coat, and clear fluoropolymer topcoat, with both color coat and clear topcoat containing not less than 70 percent polyvinylidene fluoride resin by weight; complying with AAMA 2605.
 - a. Color and Gloss: As selected by Designer from manufacturer's full range.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine openings, substrates, structural support, anchorage, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of work. Verify rough opening dimensions, levelness of sill plate and operational clearances. Examine wall flashings, vapor retarders, water and weather barriers, and other built-in components to ensure a coordinated, weather tight window installation.
1. Masonry Surfaces: Visibly dry and free of excess mortar, sand, and other construction debris.
 2. Wood Frame Walls: Dry, clean, sound, well nailed, free of voids, and without offsets at joints. Ensure that nail heads are driven flush with surfaces in opening and within 3 inches (76.2 mm) of opening.
 3. Metal Surfaces: Dry; clean; free of grease, oil, dirt, rust, corrosion, and welding slag; without sharp edges or offsets at joints.
 4. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Comply with Drawings, Shop Drawings, and manufacturer's written instructions for installing windows, hardware, accessories, and other components.

- B. Install aluminum framed window system level, plumb, square, true to line, without distortion or impeding thermal movement, anchored securely in place to structural support, and in proper relation to wall flashing and other adjacent construction.
- C. Set sill members in bed of sealant or with gaskets, as indicated, for weather tight construction.
- D. Install aluminum framed window system and components to drain condensation, water penetrating joints, and moisture migrating within system to the exterior.
- E. Separate aluminum from dissimilar materials to prevent corrosion or electrolytic action at points of contact.

3.3 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections and prepare test reports.
 - 1. Testing and inspecting agency will interpret tests and state in each report whether tested work complies with or deviates from requirements.
- B. Testing Services: Testing and inspecting of installed windows shall take place as follows:
 - 1. Testing Methodology: Testing Standard shall be per AAMA 502 including reference to ASTM E 783 for Air Infiltration Test and ASTM E 1105 for Water Penetration Test.
 - a. Air Infiltration Test: Conduct test in accordance with ASTM E 783 at a minimum uniform static test pressure of 6.2 psf (300 Pa) for AW. The maximum allowable rates of air leakage for field testing shall not exceed 1.5 times the project specifications.
 - b. Water Infiltration Test: Water penetration resistance tests shall be conducted in accordance with ASTM E 1105 at a static test pressure equal to 2/3 the specified water test pressure.
 - 2. Testing Extent: Architect shall select window units to be tested as soon as a representative portion of the project has been installed, glazed, perimeter caulked and cured. Conduct tests for air infiltration and water penetration with manufacturer's representative present.
 - 3. Test Reports: Shall be prepared according to AAMA 502.

3.4 ADJUSTING, CLEANING AND PROTECTION

- A. Adjust operating sashes and ventilators, screens, hardware, operators, and accessories for a tight fit at contact points and weather stripping for smooth operation and weathertight closure. Lubricate hardware and moving parts.

3.5 PROTECTION AND CLEANING

- A. Adjust operating sashes, screens, hardware, and accessories for a tight fit at contact points and weather stripping for smooth operation and weather tight closure. Lubricate hardware and moving parts.
- B. Clean aluminum surfaces immediately after installing windows. Avoid damaging protective coatings and finishes. Remove excess sealants, glazing materials, dirt, and other substances.
- C. Clean glass immediately after installing windows. Comply with manufacturer's written recommendations for final cleaning and maintenance. Remove nonpermanent labels, and clean surfaces.
- D. Remove and replace glass that has been broken, chipped, cracked, abraded, or damaged during construction period.

- E. Protect window surfaces from contact with contaminating substances resulting from construction operations. In addition, monitor window surfaces adjacent to and below exterior concrete and masonry surfaces during construction for presence of dirt, scum, alkaline deposits, stains, or other contaminants. If contaminating substances do contact window surfaces, remove contaminants immediately according to manufacturer's written recommendations.

END OF SECTION

SECTION 08 5656

WINDOW SECURITY SCREENS

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- 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

- A. Work Included: Provide labor, materials and equipment necessary to complete the work of this Section, including but not limited to the following:
 - 1. Provide exterior window security screens with concealed clip angles and non-tamper screws (color to match screens to window system frames) secured to existing masonry wall as shown on the plans.
- B. Alternates: See Section 01 2300 – Alternates.
 - 1. **Add Alternate No. 1:** Phase 2 Rear Façade (west) Windows Arthur Street. The amount to be ADDED to the Contract Price to INCLUDE all windows on the rear façade (west facing on Arthur Street).
 - 2. **Add Alternate No. 2:** Phase 1 Remove and replace only the severely deteriorated wood window units within the courtyard as designated on the construction documents. The amount to be ADDED in the Contract Price to remove, furnish and install the new windows as designated on the construction documents.
 - 3. **Add Alternate No. 3:** Phase 1 Remove and replace the remaining wood window units within the courtyard. See Alternate No. 2. The amount to be ADDED to the Contract Price to remove, furnish and install the new windows as designated on the construction documents.
- C. Items To Be Installed Only: Not Applicable.
- D. Items To Be Furnished Only: Not Applicable.
- E. Related Work:
 - 1. Section 08 4313 – Aluminum-Framed Storefront
 - 2. Section 08 5113 – Aluminum Windows

1.3 SUBMITTALS

- A. Manufacturers submit shop drawings, showing details of attachment to surround materials and elevations showing scope of the project.
- B. Samples of materials may be requested without cost to owner; frame sections, infill sections, fasteners, corner section, etc.

1.4 WARRANTY

- A. The operation of the security screen on the designated project shall have a one (1) year warranty against any proven defective material or parts, as called for in the specifications and approved shop drawings. This warranty does not cover abuse by others.

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PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Kane Innovations, Erie, PA
(800) 773-2439
- B. QMI Security Screens, Itasca, IL
(866) 897-0754
- C. Centurion Security Screens. Cleveland, OH
(216) 898-6308

2.2 MAIN FRAME

- A. The main frame rails shall be not less than 16-gauge 1" x 1" seamless welded galvanized steel tubing with high strength die cast metal corners which are pneumatically inserted into the frame ends with an interference fit.
- B. A removable concealment plate, extruded from 6063-T6 aluminum alloy, .062-inch thick, .177 lbs./ft., shall be attached to the main frame using square drive Tek screws.

2.3 FINISH

- A. The aluminum faceplates shall be thoroughly cleaned in a 5-step bonderizing process. An electrostatically applied thermoplastic, polyester powder coating (2.5 mil min. thickness) shall be applied and baked to a hard mar-resistant finish. Coating shall meet or exceed AAMA 2603.
 - 1. Provide a custom color with submission of color sample.
- B. The mainframe and Infill shall be thoroughly cleaned in a 5-step bonderizing process. An electrostatically applied black, thermoplastic, polyester powder coating (2.5 mil min. thickness) shall be applied and baked to a hard mar-resistant finish.

2.4 INFILL

- A. Wire Cloth
 - 1. 10-mesh .047-diameter stainless steel

2.5 INFILL ATTACHMENT

- A. The wire cloth shall be hemmed 180 degrees and retained by hex-head Tek screws.
- B. The Perforated steel panel shall lay flat against the main frame and retained by Hex-head Tek screws.
- C. Hex-head Tek screws shall penetrate the infill and main frame approximately 4" on center.

2.6 HARDWARE

- A. Each screen shall come fully assembled and tested from the factory.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Verify that openings fit allowable tolerances, are plumb, level, provide a solid anchoring surface and comply with approved shop drawings.

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3.2 INSTALLATION

- A. Install in accordance with approved shop drawings and specifications.
- B. Plumb and align faces in a single plane and erect screens square and true, adequately anchored to structure.
- C. After completion of installation, screens shall be adjusted, in working order and cleaned.

END OF SECTION

SECTION 08 7100
DOOR HARDWARE

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. Attention is directed to the Procurement/Contracting Requirements 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. Work Included: Provide labor, materials and equipment necessary to complete the work of this Section, including but not limited to the following:
 - 1. Commercial door hardware.
 - 2. Cylinders for doors specified in other Sections as listed below.
- B. Alternates: Not Applicable.
- C. Items To Be Installed Only: Not Applicable.
- D. Items To Be Furnished Only: Not Applicable.
- E. Related Work: The following items are not included in this Section and will be performed under the designated Sections:
 - 1. Section 08 1743 – FRP-Aluminum Hybrid Doors for door hardware.

1.3 SUBMITTALS

- A. Product Data: Include installation details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Shop Drawings: Details of electrified door hardware, indicating the following:
 - 1. Wiring Diagrams: Detail wiring for power, signal, and control systems and differentiation between manufacturer-installed and field-installed wiring. Include the following:
 - a. System schematic.
 - b. Point-to-point wiring diagram.
 - c. Riser diagram.
 - d. Elevation of each door.
 - 2. Detail interface between electrified door hardware and fire alarm access control and building control and security systems.
- C. Door Hardware Schedule: Prepared by or under the supervision of supplier, detailing fabrication and assembly of door hardware, as well as procedures and diagrams. Coordinate the final Door Hardware Schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.
 - 1. Format: Comply with scheduling sequence and vertical format in DHI's "Sequence and Format for the Hardware Schedule."
 - 2. Organization: Organize the Door Hardware Schedule into door hardware sets indicating complete designations of every item required for each door or opening.

- a. Organize door hardware sets in same order as in the Door Hardware Schedule at the end of Part 3.
 3. Content: Include the following information:
 - a. Type, style, function, size, label, hand, and finish of each door hardware item.
 - b. Manufacturer of each item.
 - c. Fastenings and other pertinent information.
 - d. Location of each door hardware set, cross-referenced to Drawings, both on floor plans and in door and frame schedule.
 - e. Explanation of abbreviations, symbols, and codes contained in schedule.
 - f. Mounting locations for door hardware.
 - g. Door and frame sizes and materials.
 - h. Description of each electrified door hardware function, including location, sequence of operation, and interface with other building control systems.
 - 1) Sequence of Operation: Include description of component functions that occur in the following situations: authorized person wants to enter; authorized person wants to exit; unauthorized person wants to enter; unauthorized person wants to exit. Reset time period for time delayed hardware.
 4. Submittal Sequence: Submit the final Door Hardware Schedule at the earliest possible date, particularly where approval of the Door Hardware Schedule must precede fabrication of other work that is critical in the Project construction schedule. Include Product Data, Samples, Shop Drawings of other work affected by door hardware, and other information essential to the coordinated review of the Door Hardware Schedule.
 - D. Keying Schedule: Prepared by or under the supervision of supplier, detailing the Owner's final keying instructions for locks. Include schematic keying diagram and index each key set to unique door designations.
 - E. Product Certificates: Signed by manufacturers of electrified door hardware certifying that products furnished comply with requirements.
 1. Certify that door hardware approved for use on types and sizes of labeled fire doors complies with listed fire door assemblies.
 - F. Qualification Data: For firms and persons specified in "Quality Assurance" Article.
 1. Include lists of completed projects with project names and addresses of architects and owners, and other specified information.
 - G. Maintenance Data: For each type of door hardware to include in maintenance manuals specified in Division 01.
 - H. Warranties: Special warranties specified in this Section.
- 1.4 QUALITY ASSURANCE
- A. Installer Qualifications: An experienced installer who has completed door hardware similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
 - B. Supplier Qualifications: Door hardware supplier with warehousing facilities in Project's vicinity and who is or employs a qualified Architectural Hardware Consultant, available during the course of the Work to consult with Contractor, Designer, and the Owner about door hardware and keying.

1. Electrified Door Hardware Supplier Qualifications: An experienced door hardware supplier who has completed projects with electrified door hardware similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance, and who is acceptable to manufacturer of primary materials.
 - a. Engineering Responsibility: Prepare data for electrified door hardware, including Shop Drawings, based on testing and engineering analysis of manufacturer's standard units in assemblies similar to those indicated for this Project.
 2. Scheduling Responsibility: Preparation of door hardware and keying schedules.
- C. Architectural Hardware Consultant Qualifications: A person who is currently certified by the Door and Hardware Institute as an Architectural Hardware Consultant and who is experienced in providing consulting services for door hardware installations that are comparable in material, design, and extent to that indicated for this Project.
1. Electrified Door Hardware Qualifications: Experienced in providing consulting services for electrified door hardware installations.
- D. Source Limitations: Obtain each type and variety of door hardware from a single manufacturer, unless otherwise indicated.
1. Provide electrified door hardware from same manufacturer as mechanical door hardware, unless otherwise indicated. Manufacturers that are listed to perform electrical modifications, by a testing and inspecting agency acceptable to authorities having jurisdiction, are acceptable.
- E. Regulatory Requirements: Comply with provisions of the following:
1. Where indicated to comply with accessibility requirements, comply with Massachusetts Architectural Access Board and the Americans with Disabilities Act (ADA), "Accessibility Guidelines for Buildings and Facilities (ADAAG)," as follows:
 - a. Handles, Pulls, Latches, Locks, and other Operating Devices: Shape that is easy to grasp with one hand and does not require tight grasping, tight pinching, or twisting of the wrist.
 - b. Door Closers: Comply with the following maximum opening-force requirements indicated:
 - 1) Interior Hinged Doors: 5 lbf applied perpendicular to door.
 - 2) Sliding or Folding Doors: 5 lbf applied parallel to door at latch.
 - 3) Fire Doors: Minimum opening force allowable by authorities having jurisdiction.
 - c. Thresholds: Not more than 1/2 inch high. Bevel raised thresholds with a slope of not more than 1:2.
 2. Requirements of 521 CMR 20.8.1 and NFPA 101: Comply with the following for means of egress doors:
 - a. Latches, Locks, and Exit Devices: Not more than 15 lbf to release the latch. Locks shall not require the use of a key, tool, or special knowledge for operation.
 - b. Delayed-Egress Locks: Lock releases within 15 seconds after applying a force not more than 15 lbf for not more than 3 seconds.
 - c. Door Closers: Not more than 15 lbf to open door to minimum required width.
 - d. Thresholds: Not more than 1/2 inch high.
 3. Electrified Door Hardware: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction.

- F. Keying Conference: Conduct conference at Project site to comply with requirements in Division 01. Incorporate keying conference decisions into final keying schedule after reviewing door hardware keying system including, but not limited to, the following:
 - 1. Function of building, flow of traffic, purpose of each area, degree of security required, and plans for future expansion.
 - 2. Preliminary key system schematic diagram.
 - 3. Requirements for key control system.
 - 4. Address for delivery of keys.
- G. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 01. Review methods and procedures related to electrified door hardware including, but not limited to, the following:
 - 1. Inspect and discuss electrical roughing-in and other preparatory work performed by other trades.
 - 2. Review sequence of operation for each type of electrified door hardware.
 - 3. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - 4. Review required testing, inspecting, and certifying procedures.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Inventory door hardware on receipt and provide secure lock-up for door hardware delivered to Project site.
- B. Tag each item or package separately with identification related to the final Door Hardware Schedule, and include basic installation instructions with each item or package.
- C. Deliver keys to manufacturer of key control system.

1.6 COORDINATION

- A. Templates: Obtain and distribute to the parties involved templates for doors, frames, and other work specified to be factory prepared for installing door hardware. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing door hardware to comply with indicated requirements.
- B. Electrical System Roughing-in: Coordinate layout and installation of electrified door hardware with connections to power supplies, fire alarm system and detection devices, access control and building control system.
- C. Existing Openings: Where hardware components are scheduled for application to existing construction or where modifications to existing door hardware are required, field verify existing conditions and coordinate installation of door hardware to suit opening conditions and to provide proper door operation.

1.7 WARRANTY

- A. General Warranty: Special warranties specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.

- B. Special Warranty: Written warranty, executed by manufacturer agreeing to repair or replace components of door hardware that fail in materials or workmanship within specified warranty period. Failures include, but are not limited to, the following:
1. Structural failures including excessive deflection, cracking, or breakage.
 2. Faulty operation of operators and door hardware.
 3. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
- C. Warranty Period: Three years from the date of Certificate of Agency Use and Occupancy. Guarantees or warranties that start at the date of shipment from the factory, or from the completion date of an individual portion of the project, are not acceptable.
- D. Warranty Period for Manual Closers: Ten years from the date of Certificate of Agency Use and Occupancy. Guarantees or warranties that start at the date of shipment from the factory, or from the completion date of an individual portion of the project, are not acceptable.

1.8 MAINTENANCE SERVICE

- A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for the facility's continued adjustment, maintenance, and removal and replacement of door hardware.

PART 2 - PRODUCTS

2.1 SCHEDULED DOOR HARDWARE

- A. Scheduled and acceptable manufacturers must provide all the functions and features of the specified product or it will not be approved.

Item	Scheduled Manufacturer	Acceptable Manufacturers
Continuous Hinges	Markar (MAR)	Stanley, Ives
Locksets & Deadlocks	Schlage (SCH)	Sargent, Best
Cylinders & Keying	ASSA-Abloy	User Standard
Core	User Standard	
Exit Devices & Mullions	Von Duprin (VON)	Precision, Sargent
Push & Pull Plates & Bars	Ives (IVE)	Rockwood, Burns
Flush Bolts & Coordinators	Ives (IVE)	Rockwood, Burns
Protection Plates	Ives (IVE)	Rockwood, Burns
Stops & Holders	Ives (IVE)	Rockwood, Burns
Overhead Stops	Glynn-Johnson (GLY)	Sargent, Rixson
Silencers	Ives (IVE)	Rockwood, Burns
Thresholds & Weatherstrip	National Guard (NGP)	Pemko, Reese

- B. Hand of Door: Drawings show direction of slide, swing, or hand of each door leaf. Furnish each item of hardware for proper installation and operation of door movement as shown.

- C. Where the hardware specified is not adaptable to the finished shape or size of the members requiring hardware, furnish suitable types having the same operation and quality as the type specified, subject to the Designer's approval.

2.2 MATERIALS

A. Fasteners:

1. Provide hardware manufactured to conform to published templates, generally prepared for machine screw installation.
2. Furnish screws for installation with each hardware item. Finish exposed (exposed under any condition) screws to match hardware finish, or, if exposed in surfaces of other work, to match finish of this other work as closely as possible including "prepared for paint" surfaces to receive painted finish.
3. Provide concealed fasteners for hardware units that are exposed when door is closed except to the extent that no standard units of type specified are available with concealed fasteners. Do not use thru-bolts for installation where bolt head or nut on opposite face is exposed in other work unless their use is the only means of reinforcing the work adequately to fasten the hardware securely.
4. All hardware shall be installed with the fasteners provided by the hardware manufacturer.

B. Continuous Hinges:

1. Continuous, Heavy Duty, concealed leaf, aluminum, geared, with rain caps painted to match door edge trim conforming to ANSI A165.25 Grade 1.
 - a. Stanley – 661HD CE
 - b. Roton – 780-112HD
 - c. Ives – 224HD.
2. Provide aluminum geared continuous hinges, where specified in the hardware sets, fabricated from 6063-T6 aluminum, with .25 inch diameter Teflon coated stainless steel hinge pin.
3. Hinges shall be capable of supporting door weights up to 600 pounds and shall be successfully tested for 1,500,000 cycles.
4. Install hinges with fasteners supplied by manufacturers. "Hole" pattern shall be symmetrically patterned.

C. Flush Bolts:

1. Automatic and manual flush bolts shall have forged bronze faceplates with extruded brass levers and with wrought brass guides and strikes. Doors up to 7'-6" in height shall have 12" steel or brass rods. Manual flush bolts for doors over 7'-6" in height shall be increased by 6" for each additional 6" of door height. Provide dust-proof strikes where scheduled.

D. Coordinators:

1. Where pairs of doors are equipped with automatic flush bolts, an astragal, or other hardware that requires synchronized closing of the doors, provide a bar-type coordinating device, surface applied to the underside of the stop at the frame head.
2. Finish of the coordinator to be prime coat to receive the same finish paint as the doorframe.

3. Provide a filler bar of the correct length for the unit to span the entire width of the opening, and appropriate brackets for parallel arm door closers and surface vertical rod exit device strikes. Factory-prep coordinators for vertical rod devices if required.

E. Mortise Locks:

1. Mortise locks shall be certified as ANSI A156.13, Grade 1 Operational, Grade 1 Security, and shall be manufactured from heavy gauge steel, containing components of steel with a zinc dichromate plating for corrosion resistance. Lock case shall be multi-function and field reversible for handing without opening the case.
2. Locks are to have a standard 2-3/4" backset with a full 3/4" throw 2-piece stainless steel mechanical anti-friction latch bolt. Deadbolt shall be a full 1" throw, constructed of stainless steel.
3. Lever trim shall be solid brass, bronze, or stainless steel, cast or forged in the design specified, with wrought roses and external lever spring cages. Levers shall be thru-bolted to assure proper alignment and shall have a 2-piece spindle. Lever trim on the secure side of doors serving rooms considered by the authority having jurisdiction to be hazardous shall have a tactile warning.
 - a. Basis of Design, Lever Style: Schlage 17A.
4. Locks meeting this specification: Schlage L9000 series, Sargent 8200 series, Best 40H series, and Corbin Russwin ML2000 Series.

F. Exit Devices:

1. Provide exit devices tested to ANSI/BHMA A156.3 Grade 1, and UL listed for Panic Exit and/or Fire Exit Hardware. Cylinders: Refer to 2.4 Keying.
2. Exit devices shall be touchpad type, fabricated of brass, bronze, stainless steel, or aluminum, plated to the standard architectural finishes to match the balance of the door hardware.
3. Touchpad shall extend a minimum of one half the door width. Touch-pad finish shall be compatible to exit device finish. Compression springs will be used in device finish. Compression springs will be used in devices, latches, and outside trims or controls, tension springs are also acceptable.
4. Devices to incorporate dead latching features for security and/or for future addition of alarm kits and/or other electrical requirements.
5. Provide manufacturers' standard strikes.
6. Provide exit devices cut to door width and height. Locate exit devices at a height recommended by the exit device manufacturer, allowable by governing building codes, and approved by the Architect.
7. Mechanism case shall sit flush on the face of all flush doors, or spacers shall be furnished to fill gaps behind devices. Where glass trim or molding projects off the face of the door, provide glass behind bead kits.
8. Exit devices shall have cylinder dogging at entrance doors.
9. Removable mullions shall be a 2 inches x 3 inches steel tube. Where scheduled, mullion shall be of a type that can be removed by use of a keyed cylinder, which is self-locking when re-installed.

10. Where lever handles are specified as outside trim for exit devices, provide a heavy-duty lever trims with forged or cast escutcheon plates. Provide vandal-resistant levers that will travel to a 90-degree down position when more than 35 pounds or torque are applied, and which can easily be re-set.
11. The lever style will match the lever style of the locksets.
12. Lever trim on doors serving rooms considered by the authority having jurisdiction to be hazardous shall have a tactile warning.
13. Exit devices meeting this specification. Von Duprin 99 series.
14. Acceptable manufacturers and/or products:

H. Door Closers:

3. Door closers shall have fully hydraulic, full rack and pinion action with a high strength cast iron cylinder. Cylinder body shall be 1-1/2" in diameter, and double heat-treated pinion shall be 11/16" in diameter.
4. Hydraulic fluid shall be of a type requiring no seasonal closer adjustment for temperatures ranging from 120 degrees F to -30 degrees F. Fluid shall be fireproof and shall pass the requirements of the UL10C "positive pressure" fire test.
5. Spring power shall be continuously adjustable over the full range of closer sizes and allow for reduced opening force for the physically handicapped. Hydraulic regulation shall be by tamper-proof, non-critical valves. Closers shall have separate adjustments for latch speed, general speed, and back check.
6. All closers shall have solid forged steel main arms (and forged forearms for parallel arm closers).
7. Closers shall not incorporate a pressure relief valve.
8. All closers shall have metal covers.
9. Closer cylinders, arms, and metal covers shall have a powder coating finish which has been certified to exceed 100 hours salt spray testing by an independent testing laboratory used by BHMA for ANSI certification. For metal components that can't be powder coated, a special rust inhibiting finish (SRI) must be used.
10. Door closers meeting this specification: LCN 4010/4110 series, and Sargent 281Series.

I. Push Plates: 8" wide x 16" high x 0.050" thick. Where door stile does not allow 8" wide plates, 4" wide plates may be used.

J. Door Pulls & Push Bars: Solid bar stock, diameter and length as scheduled. Push bars shall be of sufficient length to span from center to center of each stile.

K. Protection Plates: Provide kick plates as scheduled, with 4 beveled edges. Furnish with machine or wood screws, finished to match plates. Plates shall be 8" high x 2" LWOD on single doors, 1" LWOD on pairs of doors.

L. Door Stops and Holders:

1. It shall be the responsibility of the hardware supplier to provide door stops for all doors in accordance with the following requirements:
 - a. Wall stops shall be used wherever possible.

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- b. Where wall stops cannot be used, provide dome type floor stops of the proper height.
 - c. At any opening where a wall or floor stop cannot be used, a heavy-duty overhead stop must be used.
- M. Thresholds and Weatherstrip: Furnish as scheduled and per architectural details. Match finish of other items as closely as possible. Provide only those units where resilient or flexible seal strip is easily replaceable and readily available. Provide thermal-break at thresholds at exterior walls.
- N. Silencers: "Push-in" type silencers for each hollow metal or wood frame, three for each single frame, two for each pair frame. Omit where gasketing is scheduled.
- O. Weatherstripping: Door manufacturer's standard neoprene compressible bulb type strip weatherstripping at the door head and jambs.
- P. Keying: Provide lockset prepared for cylinder housings that will accept SFIC permanent cores for the Owner's Existing Medeco X4 key system conforming to the following requirements:
 - 1. Provide SFIC construction cores with construction master keying for use during construction. The contractor shall install permanent keyed core upon completion of the project. The temporary construction core are to be returned to the hardware supplier.
 - 2. Permanent fore and cylinder housings shall be furnished and keyed by the Owner.
 - 3. The hardware supplier, accompanied by a qualified factory representative for the manufacturer of the cores and cylinders, shall meet with Owner and Architect to review keying requirements and lock functions prior to ordering finish hardware.
 - 4. Provide keys as follows:
 - a. Three key blanks per lock and/or cylinder
 - b. Two construction core control keys
 - c. Six construction master keys for each type (Contractor is to provide one set of construction keys to Architect)
 - 5. Deliver all key blanks from the factory or authorized distributor directly to the Owner in sealed containers, return receipt requested. Failure to comply with these requirements may be cause to require replacement of all or any part of the keying system that was compromised at no additional cost to the Owner.
 - 6. Approved products: Medeco X4 SFIC, No Substitute.
- Q. Door Numerals: Provide signage numerals for installation on the exterior of doors as shown on the drawings.

2.3 FINISHES

- A. The finish of all the hardware shall be US32D - satin stainless steel. Exceptions are as follows:
 - 1. Continuous hinges shall be painted to match door and frame color.

2.4 KEYING

- A. Provide a new key system from the same manufacturer as the locks conforming to the following requirements:
 - 1. Provide restricted patented removable core cylinders at all keyed devices, removable mullions, and exit device trim. The restricted system shall control the access to the products by requiring a signed letter of authorization and/or authorization form from the Owner or authorized agent of the Owner. Patent shall protect against the unauthorized

- manufacturing and duplication of the products. Restricted patented cores shall not be operable by non-patented key blanks. Restricted patented cores shall incorporate a mechanism to check for the patented features on the keys. Provide construction cores with construction master keying for use during construction. The hardware supplier, accompanied by the Owner or Owner's security agent, shall install permanent keyed cores upon completion of the project. The temporary construction cores are to be returned to the hardware supplier.
2. Provide permanent cores and cylinders keyed by the manufacturer or authorized distributor as directed by the Owner. Provide owner with a copy of the bitting list, return receipt requested.
 3. The hardware supplier, accompanied by a qualified factory representative for the manufacturer of the cores and cylinders, shall meet with Owner and Designer to review keying requirements and lock functions prior to ordering finish hardware. Submit a keying schedule to Designer for approval.
 4. Provide cores and cylinders, unless noted otherwise, operated by a Great Grand Master Key System to be established for this project. Allow for ten Grand Master Keys under the Great Grand. Do not use the letter "I", "O", or "X" for any of the grand masters. Allow for twenty-four Master Keys under each Grand Master, and sixty-four changes under each master key. All cylinders shall be keyed in alike or different sets as noted by their respective key set number. Do not use the letter "I" or "O" in any of the master key sets.
 5. Provide patented restricted keys as follows:
 - a. Ten grand master keys for each set.
 - b. Ten master keys for each set.
 - c. Three keys per core and/or cylinder.
 - d. Two construction core control keys
 - e. Two permanent core control keys
 - f. Six construction master keys for each type (Contractor is to provide one set of construction keys to Designer)
 6. Visual key control:
 - a. Keys shall be stamped with their respective key set number and stamped "DO NOT DUPLICATE".
 - b. Grand master and master keys shall be stamped with their respective key set letters.
 - c. Do not stamp any keys with the factory key change number.
 - d. Do not stamp any cores with key set on face (front) of Core. Stamp on back or side of cores so not to be visible when core is in cylinder.
 7. Deliver grand master keys, master keys, change keys, and/or key blanks from the factory or authorized distributor directly to the Owner in sealed containers, return receipt requested. Failure to comply with these requirements may be cause to require replacement of all or any part of the keying system that was compromised at no additional cost to the Owner.
 8. Approved products: Schlage Everest T, Best CORMAX, Sargent Signature.
- B. All master keys shall be delivered directly to the Owner by the hardware supplier, who shall obtain an itemized transmittal for delivery of same.
- C. Provide key cabinet suitable for size of project. Locate as acceptable to the Owner.

PART 3 - EXECUTION**3.1 EXAMINATION**

- A. Examine doors and frames, with Installer present, for compliance with requirements for installation tolerances, labeled fire door assembly construction, wall and floor construction, and other conditions affecting performance.
- B. Examine roughing-in for electrical power systems to verify actual locations of wiring connections before electrified door hardware installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Steel Doors and Frames: Comply with DHI A115 series.
 - 1. Surface-Applied Door Hardware: Drill and tap doors and frames according to SDI 107.
- B. Where on-site modification of doors and frames is required, prepare hardware locations in accordance with the following:
 - 1. Steel Doors and Frames: For surface applied door hardware, drill and tap doors and frames according to ANSI/SDI A250.6.
 - 2. Where doors are in rated assemblies, comply with NFPA 80 for restrictions on on-site door hardware preparation.

3.3 INSTALLATION

- A. Mounting Heights: Mount door hardware units at heights indicated in following applicable publications, unless specifically indicated or required to comply with governing regulations:
 - 1. Standard Steel Doors and Frames: DHI's "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames."
 - 2. Custom Steel Doors and Frames: DHI's "Recommended Locations for Builders' Hardware for Custom Steel Doors and Frames."
 - 3. Wood Doors: DHI WDHS.3, "Recommended Locations for Architectural Hardware for Wood Flush Doors."
- B. Install each door hardware item to comply with manufacturer's written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work. Do not install surface-mounted items until finishes have been completed on substrates involved.
 - 1. Set units level, plumb, and true to line and location. Adjust and reinforce attachment substrates as necessary for proper installation and operation.
 - 2. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.
- C. Key Control System: Place keys on markers and hooks in key control system cabinet, as determined by final keying schedule.
- D. Thresholds: Set thresholds for exterior and acoustical doors in full bed of sealant complying with requirements specified in Section 07 9200 – Joint Sealants.

3.4 ADJUSTING

- A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.
 - 1. Spring Hinges: Adjust to achieve positive latching when door is allowed to close freely from an open position of 30 degrees.
 - 2. Electric Strikes: Adjust horizontal and vertical alignment of keeper to properly engage lock bolt.
 - 3. Door Closers: Adjust sweep period so that, from an open position of 70 degrees, the door will take at least 3 seconds to move to a point 3 inches from the latch, measured to the leading edge of the door.
- B. Six-Month Adjustment: Approximately six months after date of Substantial Completion, Installer shall perform the following:
 - 1. Examine and readjust each item of door hardware as necessary to ensure function of doors, door hardware, and electrified door hardware.
 - 2. Consult with and instruct the Owner's personnel on recommended maintenance procedures.
 - 3. Replace door hardware items that have deteriorated or failed due to faulty design, materials, or installation of door hardware units.

3.5 CLEANING AND PROTECTION

- A. Clean adjacent surfaces soiled by door hardware installation.
- B. Clean operating items as necessary to restore proper function and finish.
- C. Provide final protection and maintain conditions that ensure door hardware is without damage or deterioration at time of Substantial Completion.

3.6 HARDWARE SETS:

- A. Hardware sets indicated represent complete hardware for each door opening. The quantity of each set is the responsibility of the hardware supplier.

HW-1

- 1 Continuous Hinges
- 1 Keyed Removable Mullion (Pre-primed & painted)
- 1 Rim Cylinder
- 1 Lever Handle
- 2 Push Bar
- 2 Closer
- 2 Armor plate Stainless Steel Kick Plates
- 2 Adjustable Door Bottom Sweeps
- 1 Sets of Weatherstripping
- 1 Set of vertical astragal surface mounted weatherstripping
- 1 Set of Door Numeral Signage
- 1 Full Width Aluminum threshold

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HW-2

- 2 Continuous Hinges
- 1 Rim Cylinder
- 1 Lever Handle
- 1 Push Bar on active leaf
- 1 Push Bar with vertical rods surface mounted on inactive leaf
- 1 Surface Mounted Latch Plate on inactive leaf
- 2 Closer
- 2 Armor plate Stainless Steel Kick Plates
- 2 Adjustable Door Bottom Sweeps
- 1 Sets of Weatherstripping
- 1 Set of vertical astragal surface mounted weatherstripping
- 1 Set of Door Numeral Signage
- 1 Full Width Aluminum threshold

HW-3

- 2 Continuous Hinges
- 1 Keyed Removable Mullion (Pre-primed & painted)
- 1 Rim Cylinder
- 1 Lever Handle
- 2 Push Bar
- 2 Closer
- 2 Armor plate Stainless Steel Kick Plates
- 2 Adjustable Door Bottom Sweeps
- 1 Sets of Weatherstripping
- 1 Set of vertical astragal surface mounted weatherstripping
- 1 Set of Door Numeral Signage
- 1 Full Width Aluminum threshold

Note: Remove the existing doorbell from the existing door frame and reinstall on new door frame.

HW-4

- 2 Continuous Hinges
- 2 Rim Cylinders
- 2 Lever Handles
- 2 Push Bars
- 2 Closers
- 1 Keyed Removable Mullion (Pre-primed & painted)
- 2 Armor plate Stainless Steel Kick Plates
- 2 Adjustable Door Bottom Sweeps
- 2 Sets of Weatherstripping
- 1 Set of Door Numeral Signage
- 1 Full Width Aluminum threshold

END OF SECTION

SECTION 08 8000

GLAZING

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. Attention is directed to the Procurement/Contracting Requirements 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. Work Included: Provide labor, materials and equipment necessary to complete the work of this Section, including but not limited to the following:

1. Glass and glazing for the following Sections:
 - a. Section 08 1743 – FRP-Aluminum Hybrid Doors
 - b. Section 08 4313 – Aluminum-Framed Storefronts
 - c. Section 08 5113 – Aluminum Windows

- B. Alternates: See Section 01 2300 – Alternates.

1. **Add Alternate No. 1:** Phase 2 Rear Façade (west) Windows Arthur Street. The amount to be ADDED to the Contract Price to INCLUDE all windows on the rear façade (west facing on Arthur Street).
2. **Add Alternate No. 2:** Phase 1 Remove and replace only the severely deteriorated wood window units within the courtyard as designated on the construction documents. The amount to be ADDED in the Contract Price to remove, furnish and install the new windows as designated on the construction documents.
3. **Add Alternate No. 3:** Phase 1 Remove and replace the remaining wood window units within the courtyard. See Alternate No. 2. The amount to be ADDED to the Contract Price to remove, furnish and install the new windows as designated on the construction documents.

- C. Items To Be Installed Only: Not Applicable.

- D. Items To Be Furnished Only: Not Applicable.

- E. Related Work: Not Applicable.

1.3 DEFINITIONS

- A. Manufacturers of Glass Products: Firms that produce primary glass, fabricated glass, or both, as defined in referenced glazing publications.

- B. Glass Thicknesses: Indicated by thickness designations in millimeters according to ASTM C 1036.

- C. Sealed Insulating Glass Unit Surfaces:

1. Surface No. 1: Exterior surface of outer lite.
2. Surface No. 2: Interior surface of outer lite.
3. Surface No. 3: Exterior surface of middle lite.

- 4. Surface No. 4: Interior surface of middle lite.
- 5. Surface No. 5: Exterior surface of inner lite.
- 6. Surface No. 6: Interior surface of inner lite.
- D. Airspace: Space between lites of an insulating-glass unit that contains dehydrated air or a specified gas.
- E. Deterioration of Coated Glass: Defects developed from normal use that are attributed to the manufacturing process and not to causes other than glass breakage and practices for maintaining and cleaning coated glass contrary to manufacturer's written instructions. Defects include peeling, cracking, and other indications of deterioration in metallic coating.
- F. Deterioration of Insulating Glass: Failure of hermetic seal under normal use that is attributed to the manufacturing process and not to causes other than glass breakage and practices for maintaining and cleaning insulating glass contrary to manufacturer's written instructions. Evidence of failure is the obstruction of vision by dust, moisture, or film on interior surfaces of glass.
- G. Deterioration of Laminated Glass: Defects developed from normal use that are attributed to the manufacturing process and not to causes other than glass breakage and practices for maintaining and cleaning laminated glass contrary to manufacturer's written instructions. Defects include edge separation, delamination materially obstructing vision through glass, and blemishes exceeding those allowed by referenced laminated-glass standard.

1.4 PERFORMANCE REQUIREMENTS

- A. General: Provide glazing systems capable of withstanding normal thermal movement and wind and impact loads (where applicable) without failure, including loss or glass breakage attributable to the following: defective manufacture, fabrication, and installation; failure of sealants or gaskets to remain watertight and airtight; deterioration of glazing materials; or other defects in construction.
- B. Glass Design: Glass thickness designations indicated are minimums and are for detailing only. Confirm glass thicknesses by analyzing Project loads and in-service conditions. Provide glass lites in the thickness designations indicated for various size openings, but not less than thicknesses and in strengths (annealed or heat treated) required to meet or exceed the following criteria:
 - 1. Glass Thicknesses: Select minimum glass thicknesses to comply with ASTM E 1300, according to the following requirements:
 - a. Specified Design Wind Loads: As required by Code.
 - b. Specified Design Snow Loads for Sloped Glazing: As required by Code.
 - c. Probability of Breakage for Vertical Glazing: 8 lites per 1000 for lites set vertically or not more than 15 degrees off vertical and under wind action.
 - 1) Load Duration: 60 seconds or less/
 - d. Probability of Breakage for Sloped Glazing: 1 lite per 1000 for lites set more than 15 degrees off vertical and under wind and snow action.
 - 1) Load Duration: 30 days.
 - e. Maximum Lateral Deflection: For the following types of glass supported on all 4 edges, provide thickness required that limits center deflection at design wind pressure to 1/50 times the short side length or 1 inch, whichever is less.
 - 1) For monolithic-glass lites heat-treated to resist wind loads.
 - 2) For insulating glass.
 - 3) For laminated-glass lites.
 - f. Minimum Glass Thickness for Exterior Lites: Not less than 6 mm.

- C. Thermal Movements: Provide glazing that allows for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures acting on glass framing members and glazing components. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 - 1. Temperature Change (Range): 120 degrees F, ambient; 180 degrees F, material surfaces.
- D. Thermal and Optical Performance Properties: Provide glass with performance properties specified based on manufacturer's published test data, as determined according to procedures indicated below:
 - 1. For monolithic-glass lites, properties are based on units with lites 6.0 mm thick.
 - 2. For laminated-glass lites, properties are based on products of construction indicated.
 - 3. For insulating-glass units, properties are based on units with lites 6.0 mm thick and a nominal 1/2-inch-wide interspace.
 - 4. Center-of-Glass Values: Based on using LBL-44789 WINDOW 6.3 computer program for the following methodologies:
 - a. U-Factors: NFRC 100 expressed as Btu/ sq. ft. x h x degrees F.
 - b. Solar Heat Gain Coefficient: NFRC 200.
 - c. Solar Optical Properties: NFRC 300.

1.5 SUBMITTALS

- A. Product Data: For each glass product and glazing material indicated.
- B. Samples: 12-inch- square Samples for each type of glass.
- C. Glazing Schedule: Use same designations indicated on Drawings for glazed openings in preparing a schedule listing glass types and thicknesses for each size opening and location.
- D. Product Certificates: Signed by manufacturers of glass and glazing products certifying that products furnished comply with requirements.
 - 1. For solar-control low-e-coated glass, provide documentation demonstrating that manufacturer of coated glass is certified by coating manufacturer.
- E. Qualification Data: For installers.
- F. Preconstruction Adhesion and Compatibility Test Report: From glazing sealant manufacturer indicating glazing sealants were tested for adhesion to glass and glazing channel substrates and for compatibility with glass and other glazing materials.
- G. Warranties: Special warranties specified in this Section.

1.6 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: Minimum of 5 years experience manufacturing solar control coated glass.
- B. Fabricator's Qualifications:
 - 1. Minimum of 5 years experience manufacturing sealed insulating glass units meeting ASTM E 2190, Class CBA.
 - 2. Certified by manufacturer.

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- B. Installer Qualifications: An experienced installer who has completed glazing similar in material, design, and extent to that indicated for this Project; whose work has resulted in glass installations with a record of successful in-service performance..
- C. Source Limitations for Glass: Obtain the following through one source from a single manufacturer for each glass type: clear float glass, laminated glass and insulating glass.
- D. Source Limitations for Glass Sputter-Coated with Solar-Control Low-E Coatings: Where solar-control low-e coatings of a primary glass manufacturer that has established a certified fabricator program is specified, obtain sputter-coated solar-control low-e-coated glass in fabricated units from a manufacturer that is certified by coated-glass manufacturer.
- E. Source Limitations for Glazing Accessories: Obtain glazing accessories through one source from a single manufacturer for each product and installation method indicated.
- F. Elastomeric Glazing Sealant Product Testing: Obtain sealant test results for product test reports in "Submittals" Article from a qualified testing agency based on testing current sealant formulations within a 36-month period.
 - 1. Sealant Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated, as documented according to ASTM E 548.
 - 2. Test elastomeric glazing sealants for compliance with requirements specified by reference to ASTM C 920, and where applicable, to other standard test methods.
- G. Preconstruction Adhesion and Compatibility Testing: Submit to elastomeric glazing sealant manufacturers, for testing indicated below, samples of each glazing material type, tape sealant, gasket, glazing accessory, and glass-framing member that will contact or affect elastomeric glazing sealants:
 - 1. Use ASTM C 1087 to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of glazing sealants to glass, tape sealants, gaskets, and glazing channel substrates.
 - 2. Submit not fewer than eight pieces of each type of material, including joint substrates, shims, joint-sealant backings, secondary seals, and miscellaneous materials.
 - 3. Schedule sufficient time for testing and analyzing results to prevent delaying the Work.
 - 4. For materials failing tests, obtain sealant manufacturer's written instructions for corrective measures, including the use of specially formulated primers.
 - 5. Testing will not be required if elastomeric glazing sealant manufacturers submit data based on previous testing of current sealant products for adhesion to, and compatibility with, glazing materials matching those submitted.
- H. Fire-Protection-Rated Glazing: Listed and labeled by a testing agency acceptable to authorities having jurisdiction, for fire-protection ratings indicated, based on positive-pressure testing according to NFPA 257 or UL 9, including the hose-stream test, and shall comply with NFPA 80.
 - 1. Fire-protection-rated glazing required to have a fire-protection rating of 20 minutes shall be exempt from the hose-stream test, unless required by authorities having jurisdiction.
- I. Safety Glazing Products: Comply with testing requirements in 16 CFR 120 and, for wired glass, ANSI Z97.1.

1. Subject to compliance with requirements, obtain safety glazing products permanently marked with certification label of the Safety Glazing Certification Council or another certification agency] acceptable to authorities having jurisdiction.
 2. Where glazing units, including Kind FT glass and laminated glass, are specified in Part 2 articles for glazing lites more than 9 sq. ft. in exposed surface area of one side, provide glazing products that comply with Category II materials, for lites 9 sq. ft. or less in exposed surface area of one side, provide glazing products that comply with Category I or II materials, except for hazardous locations where Category II materials are required by 16 CFR 1201 and regulations of authorities having jurisdiction.
- J. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below, unless more stringent requirements are indicated. Refer to these publications for glazing terms not otherwise defined in this Section or in referenced standards.
1. GANA Publications: GANA Laminated Division's "Laminated Glass Design Guide" and GANA's "Glazing Manual."
 2. AAMA Publications: AAMA GD5G-1, "Glass Design for Sloped Glazing," and AAMA TIR-A7, "Sloped Glazing Guidelines."
 3. IGMA Publication for Sloped Glazing: IGMA TB-3001, "Sloped Glazing Guidelines."
 4. IGMA Publication for Insulating Glass: SIGMA TM-3000, "Glazing Guidelines for Sealed Insulating Glass Units."
- K. Insulating-Glass Certification Program: Permanently marked either on spacers or on at least one component lite of units with appropriate certification label of the following testing and inspecting agency:
1. Insulating Glass Certification Council.
- L. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
1. Build mockup for types of windows indicated, in locations shown on Drawings.
- M. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 01.
- 1.7 DELIVERY, STORAGE, AND HANDLING
- A. Protect glazing materials according to manufacturer's written instructions and as needed to prevent damage to glass and glazing materials from condensation, temperature changes, direct exposure to sun, or other causes.
 - B. For insulating-glass units that will be exposed to substantial altitude changes, comply with insulating-glass manufacturer's written recommendations for venting and sealing to avoid hermetic seal ruptures.
- 1.8 PROJECT CONDITIONS
- A. Environmental Limitations: Do not proceed with glazing when ambient and substrate temperature conditions are outside limits permitted by glazing material manufacturers and when glazing channel substrates are wet from rain, frost, condensation, or other causes.
 1. Do not install liquid glazing sealants when ambient and substrate temperature conditions are outside limits permitted by glazing sealant manufacturer or below 40 degrees F.

1.9 WARRANTY

- A. Manufacturer's Special Warranty for Coated-Glass Products: Manufacturer's standard form, made out to the User Agency and signed by coated-glass manufacturer agreeing to replace coated-glass units that deteriorate as defined in "Definitions" Article, f.o.b. the nearest shipping point to Project site, within specified warranty period indicated below.
1. Warranty Period: Ten years from the date of Certificate of Agency Use and Occupancy. Guarantees or warranties that start at the date of shipment from the factory, or from the completion date of an individual portion of the project, are not acceptable.
- B. Manufacturer's Special Warranty on Laminated Glass: Manufacturer's standard form, made out to the User Agency and signed by laminated-glass manufacturer agreeing to replace laminated-glass units that deteriorate as defined in "Definitions" Article, f.o.b. the nearest shipping point to Project site, within specified warranty period indicated below.
1. Warranty Period: Five years from the date of Certificate of Agency Use and Occupancy. Guarantees or warranties that start at the date of shipment from the factory, or from the completion date of an individual portion of the project, are not acceptable.
- C. Manufacturer's Special Warranty on Insulating Glass: Manufacturer's standard form, made out to the Owner and signed by insulating-glass manufacturer agreeing to replace insulating-glass units that deteriorate as defined in "Definitions" Article, f.o.b. the nearest shipping point to Project site, within specified warranty period indicated below.
1. Warranty Period: Ten years from the date of Certificate of Agency Use and Occupancy. Guarantees or warranties that start at the date of shipment from the factory, or from the completion date of an individual portion of the project, are not acceptable.

PART 2 - PRODUCTS

2.1 DOUBLE INSULATING-GLASS UNITS

- A. Insulating-Glass Units for Vertical Glazing: 1 inch thick insulating glass consisting of two lites of 1/4 inch glass, Low E "SN68" coating on the No. 2 surface AND Low E "IS20" coating on the No. 4 surface, 1/2 inch thick argon gas filled space, and mill finish air spacer. Center of glass U value to be equal to U.20. Provide one of the following or equal:
1. VE1-2M by Viracon.
 - a. Visible Light Transmittance: 70 percent.
 - b. Reflectance Visible Light: 11 percent.
 - c. U Value (Winter): 0.25.
 - d. Shading Coefficient: 0.43.
 - e. Solar Heat Gain Coefficient: 0.37.
 2. Solarban 60 by PPG Industries.
 - a. Visible Light Transmittance: 70 percent.
 - b. Reflectance Visible Light: 11 percent.
 - c. U Value (Winter): 0.29.
 - d. Shading Coefficient: 0.44.
 - e. Solar Heat Gain Coefficient: 0.38.
 3. SN-68 by Guardian Glass, LLC,. (Basis of Design)
 - a. Visible Light Transmittance: 68 percent.
 - b. Reflectance Visible Light: 11 percent.
 - c. U Value (Winter): 0.24 with argon gas.
 - d. Shading Coefficient: 0.43.
 - e. Solar Heat Gain Coefficient: 0.38.

4. Or equal.

- B. Matching: To the greatest extent practical, glass on the exterior of the building shall match. Coordinate with mock-ups and specified requirements.

2.2 TRIPLE INSULATING-GLASS UNITS

- A. Insulating Triple Glazed Glass Units for Vertical Glazing: 1 3/4 inch thick insulating glass consisting of three lites of 1/4 inch glass, Low E "SN68" coating on the No. 2 surface and Low E "NUZ865" coating on the No. 5 surface and argon gas filled. Center of glass U value to be equal to U.13. Provide one of the following or equal:
1. Big Glass 1 3/4" VRE1-54 insulating glass by Viracon Glass.
 - a. Visible Light Transmittance: 41 percent
 - b. Light Reflectance: .19
 - c. U Value (Winter): .16
 - d. Solar Heat Gain Coefficient: .25
 2. Solarban 90 1 3/4" Glass by Vitro Glazing.
 - a. Visible Light Transmittance: 64 percent
 - b. Light Reflectance: .15
 - c. U Value (Winter): .16
 3. ClimaGuard 62/27 by Guardian Glass. (Basis of Design)
 - a. Visible Light Transmittance: 56 percent
 - b. Light Reflectance: .46
 - c. U Value (Winter): .18
 - d. Solar Heat Gain Coefficient: .24
- B. Matching: To the greatest extent practical, glass on the exterior of the building shall match. Coordinate with mock-ups and specified requirements.
- C. Glazing System: Manufacturer's standard factory-glazing system that produces weathertight seal.
- D. Tempered Float Glass: ASTM C 1048; Type I (transparent flat glass); Quality-Q3; Kind FT; 1/4 inch thick unless indicated otherwise.
- E. Glazing noted as Obscure Glazing shall be clear and located on the interior pane of insulated glass units. Obscure glazing pattern to be selected by the Owner from the Manufacturer's standard obscure glazing patterns, equivalent to a No. 62 obscure pattern selection.
- F. Float Glass: ASTM C 1036, Type I, Quality-Q3, Class I (clear) unless otherwise indicated.
- G. Low-Iron, Ultraclear Float Glass: ASTM C 1036, Type I, Quality-Q3, Class I, complying with other requirements specified and with visible light transmission not less than 91 percent and solar heat gain coefficient not less than 0.87.
- H. Heat-Treated Float Glass: ASTM C 1048; Type I; Quality-Q3; Class I (clear) unless otherwise indicated; of kind and condition indicated.
1. Fabrication Process: By horizontal (roller-hearth) process with roll-wave distortion parallel to bottom edge of glass as installed unless otherwise indicated.
 2. For uncoated glass, comply with requirements for Condition A.
 3. For coated vision glass, comply with requirements for Condition C (other coated glass).

- I. Tempered Float Glass: ASTM C 1048; Type I (transparent flat glass); Quality-Q3; Kind FT; 1/4 inch thick unless indicated otherwise.

2.3 GLAZING SEALANTS

- A. General: Provide products of type indicated, complying with the following requirements:
 1. Compatibility: Verify glazing sealants that are compatible with one another and with other materials they will contact, including glass products, seals of insulating-glass units, interlayer of laminated glass, and glazing channel substrates, under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
 2. Suitability: Comply with sealant and glass manufacturers' written instructions for selecting glazing sealants suitable for applications indicated and for conditions existing at time of installation.
 3. Colors of Exposed Glazing Sealants: As selected by Designer from manufacturer's full range.
 4. Adhesives and sealants that are used inside the weatherproofing system shall comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
 - a. Structural Glazing Adhesives: 100 g/L.
 - b. Architectural Sealants: 250 g/L.
- B. Elastomeric Glazing Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied chemically curing sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.
 1. Single-Component Neutral- and Basic-Curing Silicone Glazing Sealants: For 100/50% movement, typically at exterior locations, as follows:
 - a. Dow Corning Corporation; 790.
 - b. GE Silicones; SilPruf LM SCS2700.
 - c. Tremco Inc.; Spectrem 1.
 - d. Or equal.
- C. Glazing noted as Obscure Glazing shall be clear and located on the interior pane of insulated glass units. Obscure glazing pattern to be selected by the Owner from the Manufacturer's standard obscure glazing patterns, equivalent to a No. 62 obscure pattern selection.

2.4 GLAZING TAPES

- A. Back-Bedding Mastic Glazing Tapes: Preformed, butyl-based elastomeric tape with a solids content of 100 percent; nonstaining and nonmigrating in contact with nonporous surfaces; with or without spacer rod as recommended in writing by tape and glass manufacturers for application indicated; packaged on rolls with a release paper backing; and complying with ASTM C 1281 and AAMA 800 for project conditions.
 1. Manufacturer: Tremco 440 Tape, preformed butyl type or Tremco Polyshim II Vision Strip, preshimmed butyl type or equal by CR Laurence or 3M or approved equal.
- B. Expanded Cellular Glazing Tapes: Closed-cell, PVC foam tapes; factory coated with adhesive on both surfaces; packaged on rolls with release liner protecting adhesive; and complying with AAMA 800 for the following types:
 1. Type 1, for glazing applications in which tape acts as the primary sealant.

2. Type 2, for glazing applications in which tape is used in combination with a full bead of liquid sealant.

2.5 MISCELLANEOUS GLAZING MATERIALS

- A. General: Provide products of material, size, and shape complying with referenced glazing standard, requirements of manufacturers of glass and other glazing materials for application indicated, and with a proven record of compatibility with surfaces contacted in installation.
- B. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.
- C. Setting Blocks: Elastomeric material with a Shore, Type A durometer hardness of 85, plus or minus 5.
- D. Spacers: Elastomeric blocks or continuous extrusions with a Shore, Type A durometer hardness required by glass manufacturer to maintain glass lites in place for installation indicated.
- E. Edge Blocks: Elastomeric material of hardness needed to limit glass lateral movement (side walking).
- F. Perimeter Insulation for Fire-Resistive Glazing: Identical to product used in test assembly to obtain fire-resistance rating.

2.6 FABRICATION OF GLAZING UNITS

- A. Fabricate glazing units in sizes required to glaze openings indicated for Project, with edge and face clearances, edge and surface conditions, and bite complying with written instructions of product manufacturer and referenced glazing publications, to comply with system performance requirements.
- B. Clean-cut or flat-grind vertical edges of butt-glazed monolithic lites in a manner that produces square edges with slight kerfs at junctions with outdoor and indoor faces.
- C. Grind smooth and polish exposed glass edges and corners.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine framing glazing, with Installer present, for compliance with the following:
 1. Manufacturing and installation tolerances, including those for size, squareness, and offsets at corners.
 2. Presence and functioning of weep system.
 3. Minimum required face or edge clearances.
 4. Effective sealing between joints of glass-framing members.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean glazing channels and other framing members receiving glass immediately before glazing. Remove coatings not firmly bonded to substrates.

3.3 GLAZING, GENERAL

- A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.
- B. Glazing channel dimensions, as indicated on Drawings, provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances. Adjust as required by Project conditions during installation.
- C. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass is glass with edge damage or other imperfections that, when installed, could weaken glass and impair performance and appearance.
- D. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction sealant-substrate testing.
- E. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.
- F. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.
- G. Provide spacers for glass lites where length plus width is larger than 50 inches as follows:
 - 1. Locate spacers directly opposite each other on both inside and outside faces of glass. Install correct size and spacing to preserve required face clearances, unless gaskets and glazing tapes are used that have demonstrated ability to maintain required face clearances and to comply with system performance requirements.
 - 2. Provide 1/8-inch minimum bite of spacers on glass and use thickness equal to sealant width. With glazing tape, use thickness slightly less than final compressed thickness of tape.
- H. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and according to requirements in referenced glazing publications.
- I. Set glass lites in each series with uniform pattern, draw, bow, and similar characteristics.

3.4 TAPE GLAZING

- A. Position tapes on fixed stops so that, when compressed by glass, their exposed edges are flush with or protrude slightly above sightline of stops.
- B. Install tapes continuously, but not necessarily in one continuous length. Do not stretch tapes to make them fit opening.
- C. Cover vertical framing joints by applying tapes to heads and sills first and then to jambs. Cover horizontal framing joints by applying tapes to jambs and then to heads and sills.
- D. Place joints in tapes at corners of opening with adjoining lengths butted together, not lapped. Seal joints in tapes with compatible sealant approved by tape manufacturer.
- E. Do not remove release paper from tape until just before each glazing unit is installed.

- F. Center glass lites in openings on setting blocks and press firmly against tape by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings.

3.5 SEALANT GLAZING (WET)

- A. Install continuous spacers, or spacers combined with cylindrical sealant backing, between glass lites and glazing stops to maintain glass face clearances and to prevent sealant from extruding into glass channel and blocking weep systems until sealants cure. Secure spacers or spacers and backings in place and in position to control depth of installed sealant relative to edge clearance for optimum sealant performance.
- B. Force sealants into glazing channels to eliminate voids and to ensure complete wetting or bond of sealant to glass and channel surfaces.
- C. Tool exposed surfaces of sealants to provide a substantial wash away from glass.

3.6 CLEANING AND PROTECTION

- A. Protect exterior glass from damage immediately after installation by attaching crossed streamers to framing held away from glass. Do not apply markers to glass surface. Remove nonpermanent labels, and clean surfaces.
- B. Protect glass from contact with contaminating substances resulting from construction operations, including weld splatter. If, despite such protection, contaminating substances do come into contact with glass, remove substances immediately as recommended by glass manufacturer.
- C. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for buildup of dirt, scum, alkaline deposits, or stains; remove as recommended in writing by glass manufacturer.
- D. Remove and replace glass that is broken, chipped, cracked, or abraded or that is damaged from natural causes, accidents, and vandalism, during construction period.

END OF SECTION

SECTION 08 9000

LOUVERS AND VENTS

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- 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. Work Included: Provide labor, materials and equipment necessary to complete the work of this Section, including but not limited to the following:
1. Fixed extruded-aluminum louvers and frames.
- B. Alternates: Please refer to Section 01 2300 – Alternates.
1. **Add Alternate No. 1:** Phase 2 Rear Façade (west) Windows Arthur Street. The amount to be ADDED to the Contract Price to INCLUDE all windows on the rear façade (west facing on Arthur Street).
 2. **Add Alternate No. 2:** Phase 1 Remove and replace only the severely deteriorated wood window units within the courtyard as designated on the construction documents. The amount to be ADDED in the Contract Price to remove, furnish and install the new windows as designated on the construction documents.
 3. **Add Alternate No. 3:** Phase 1 Remove and replace the remaining wood window units within the courtyard. See Alternate No. 2. The amount to be ADDED to the Contract Price to remove, furnish and install the new windows as designated on the construction documents.
- C. Items To Be Installed Only: Not Applicable.
- D. Items To Be Furnished Only: Furnish the following items for installation by the designated Sections
1. Section 08 4313 – Aluminum-Framed Storefront:
 - a. Exterior metal wall louvers within aluminum-framed storefront systems.
- E. Related Work: The following items are not included in this Section and will be performed under the designated Sections:
1. Section 07 9200 – Joint Sealants for sealants installed in perimeter joints between louver frames and adjoining construction.

1.3 DEFINITIONS

- A. Louver Terminology: Definitions of terms for metal louvers contained in AMCA 501 apply to this Section unless otherwise defined in this Section or in referenced standards.
- B. Drainable-Blade Louver: Louver with blades having gutters that collect water and drain it to channels in jambs and mullions, which carry it to bottom of unit and away from opening.

1.4 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Provide louvers capable of withstanding the effects of gravity loads and wind loads and stresses within limits and under conditions indicated without permanent deformation of louver components, noise or metal fatigue caused by louver blade rattle or flutter, or permanent damage to fasteners and anchors. Wind pressures shall be considered to act on vertical projection of louvers. Loads as required by Code.
- B. Seismic Performance: Provide louvers capable of withstanding the effects of earthquake motions as required by Code.
 - 1. Component Importance Factor: 1.5.
- C. Thermal Movements: Provide louvers that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 - 1. Temperature Change (Range): 120 degrees F ambient; 180 degrees F material surfaces.

1.5 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: For louvers and accessories. Include plans, elevations, sections, details, and attachments to other Work. Show blade profiles, angles, and spacing.
 - 1. For installed louvers indicated to comply with design loads, include structural analysis data signed and sealed by the qualified professional engineer licensed in the Commonwealth of Massachusetts and responsible for their preparation.
- C. Samples for Verification: For each type of metal finish required.
- D. Qualification Data: For professional engineer.
- E. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency or by manufacturer and witnessed by a qualified testing agency, for each type of louver.

1.6 QUALITY ASSURANCE

- A. Source Limitations: Obtain louvers and vents through one source from a single manufacturer where indicated to be of same type, design, or factory-applied color finish.
- B. Welding: Qualify procedures and personnel according to the following:
 - 1. AWS D1.2, "Structural Welding Code--Aluminum."
 - 2. AWS D1.3, "Structural Welding Code--Sheet Steel."
- C. SMACNA Standard: Comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" for fabrication, construction details, and installation procedures.

1.7 PROJECT CONDITIONS

- A. Field Measurements: Verify louver openings by field measurements before fabrication and indicate measurements on Shop Drawings.

1. Established Dimensions: Where field measurements cannot be made without delaying the Work, establish opening dimensions and proceed with fabricating louvers without field measurements. Coordinate construction to ensure that actual opening dimensions correspond to established dimensions.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Louvers and Vents:
 - a. Airolite Company, LLC (The).
 - b. Architectural Louvers.
 - c. Construction Specialties, Inc.
 - d. Greenheck.
 - e. Industrial Louvers, Inc.
 - f. McDermott Metal Works Corporation.
 - g. Nystrom Building Products.
 - h. Ruskin Company.
 - i. Or equal.

2.2 MATERIALS

- A. Aluminum Extrusions: ASTM B 221, alloy 6063-T5 or T-52.
- B. Aluminum Sheet: ASTM B 209, alloy 3003 or 5005 with temper as required for forming, or as otherwise recommended by metal producer for required finish.
- C. Fasteners: Of same basic metal and alloy as fastened metal or 300 Series stainless steel, unless otherwise indicated. Do not use metals that are incompatible with joined materials.
- D. Post installed Fasteners for Concrete and Masonry: Torque-controlled expansion anchors, made from stainless-steel components, with capability to sustain, without failure, a load equal to 4 times the loads imposed, for concrete, or 6 times the load imposed, for masonry, as determined by testing per ASTM E 488, conducted by a qualified independent testing agency.
- E. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187.

2.3 FABRICATION, GENERAL

- A. Assemble louvers in factory to minimize field splicing and assembly. Disassemble units as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation.
- B. Maintain equal louver blade spacing, including separation between blades and frames at head and sill, to produce uniform appearance.
- C. Fabricate frames, including integral sills, to fit in openings of sizes indicated, with allowances made for fabrication and installation tolerances, adjoining material tolerances, and perimeter sealant joints.
- D. Include supports, anchorages, and accessories required for complete assembly.
- E. Provide vertical mullions of type and at spacings indicated, but not more than recommended by manufacturer, or 72 inches o.c., whichever is less.

1. Fully Recessed Mullions: Provide mullions fully recessed behind louver blades. Where length of louver exceeds fabrication and handling limitations, fabricate with close-fitting blade splices designed to permit expansion and contraction.
 - F. Join frame members to each other and to fixed louver blades with fillet welds or by means of mechanical fasteners concealed from view, unless otherwise indicated or size of louver assembly makes bolted connections between frame members necessary.
- 2.4 FIXED, EXTRUDED-ALUMINUM LOUVERS
- A. Horizontal Storm-Resistant Louvers:
 1. Louver Depth: 5 inches.
 2. Frame and Blade Nominal Thickness: As required to comply with structural performance requirements, but not less than 0.081 inch.
 3. Performance Requirements:
 - a. Free Area: Comply with requirements indicated on the Drawings.
 - b. Wind-Driven Rain Performance: Not less than 99 percent effectiveness when subjected to a rain fall rate of 3 inches per hour and a wind speed of 29 mph at a core area intake velocity of 300 fpm.
 4. AMCA Seal: Mark units with AMCA Certified Ratings Seal for both Air Performance and Wind Driven Rain tests.
 - B. High-Performance Organic-Coating Finish: AA-C12C42R1x (Chemical Finish: cleaned with inhibited chemicals; Chemical Finish: acid-chromate-fluoride-phosphate conversion coating; Organic Coating: as specified below). Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 1. Fluoropolymer Three-Coat Coating System: Manufacturer's standard three-coat, thermocured system consisting of specially formulated inhibitive primer, fluoropolymer color coat, and clear fluoropolymer topcoat, with both color coat and clear topcoat containing not less than 70 percent polyvinylidene fluoride resin by weight; complying with AAMA 2605.
 - a. Color and Gloss: As selected by Designer from manufacturer's full range, including metallics.
- 2.5 LOUVER SCREENS
- A. General: Provide screen at each exterior louver.
 1. Screen Location for Fixed Louvers: Interior face.
 2. Screening Type: Bird screening.
 - B. Secure screens to louver frames with stainless-steel machine screws, spaced a maximum of 6 inches from each corner and at 12 inches o.c.
 - C. Louver Screen Frames: Fabricate with mitered corners to louver sizes indicated.
 - D. Louver Screening for Aluminum Louvers:
 1. Bird Screening: Aluminum, 1/2-inch-square mesh, 0.063-inch wire.

2.6 BLANK-OFF PANELS

- A. Insulated, Blank-off Panels: Laminated metal-faced panels consisting of insulating core surfaced on back and front with metal sheets.
 - 1. Thickness: 1 inch.
 - 2. Metal Facing Sheets: Aluminum sheet, not less than 0.032-inch nominal thickness.
 - 3. Insulating Core: A STM C 578, Type VII, extruded-polystyrene insulation board.
 - 4. Seal perimeter joints between panel faces and louver frames with 1/8-by-1-inch PVC compression gaskets.
 - 5. Panel Finish: Same finish applied to louvers.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and openings, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance.
 - 1. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Coordinate setting drawings, diagrams, templates, instructions, and directions for installation of anchorages that are to be embedded in concrete or masonry construction. Coordinate delivery of such items to Project site.

3.3 INSTALLATION

- A. Locate and place louvers and vents level, plumb, and at indicated alignment with adjacent work.
- B. Use concealed anchorages where possible. Provide brass or lead washers fitted to screws where required to protect metal surfaces and to make a weathertight connection.
- C. Form closely fitted joints with exposed connections accurately located and secured.
- D. Provide perimeter reveals and openings of uniform width for sealants and joint fillers, as indicated.
- E. Repair finishes damaged by cutting, welding, soldering, and grinding. Restore finishes so no evidence remains of corrective work. Return items that cannot be refinished in the field to the factory, make required alterations, and refinish entire unit or provide new units.
- F. Protect galvanized and nonferrous-metal surfaces from corrosion or galvanic action by applying a heavy coating of bituminous paint on surfaces that will be in contact with concrete, masonry, or dissimilar metals.
- G. Install concealed gaskets, flashings, joint fillers, and insulation as louver installation progresses, where weathertight louver joints are required. Comply with Section 07 9200 – Joint Sealants for sealants applied during louver installation.

3.4 FIELD QUALITY CONTROL

- A. Independent Testing Agency: Cooperate with the Independent Testing Agency engaged by the Owner for field quality control activities for the Work of this Section. Refer also to Section 01 4325 – Testing Agency Services.
- B. Cooperate with field quality control personnel. Allow inspectors access to scaffolding and work areas, as needed to perform inspections.
- C. Additional inspections and retesting of materials which fail to comply with specified material and installation requirements shall be performed at Contractor's expense.

3.5 ADJUSTING AND CLEANING

- A. Clean exposed surfaces of louvers and vents that are not protected by temporary covering, to remove fingerprints and soil during construction period. Do not let soil accumulate until final cleaning.
- B. Before final inspection, clean exposed surfaces with water and a mild soap or detergent not harmful to finishes. Thoroughly rinse surfaces and dry.
- C. Restore louvers and vents damaged during installation and construction so no evidence remains of corrective work. If results of restoration are unsuccessful, as determined by Designer, remove damaged units and replace with new units.
 - 1. Touch up minor abrasions in finishes with air-dried coating that matches color and gloss of, and is compatible with, factory-applied finish coating.

END OF SECTION

SECTION 12 2413

ROLLER SHADES

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- 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. Work Included: Provide labor, materials and equipment necessary to complete the work of this Section, including but not limited to the following:
 - 1. Roller shades for manual shade operators.
- B. Alternates: See Section 01 2300 – Alternates.
 - 1. **Add Alternate No. 1:** Phase 2 Rear Façade (west) Windows Arthur Street. The amount to be ADDED to the Contract Price to INCLUDE all windows on the rear façade (west facing on Arthur Street).
 - 2. **Add Alternate No. 2:** Phase 1 Remove and replace only the severely deteriorated wood window units within the courtyard as designated on the construction documents. The amount to be ADDED in the Contract Price to remove, furnish and install the new windows as designated on the construction documents.
 - 3. **Add Alternate No. 3:** Phase 1 Remove and replace the remaining wood window units within the courtyard. See Alternate No. 2. The amount to be ADDED to the Contract Price to remove, furnish and install the new windows as designated on the construction documents.
- C. Items To Be Installed Only: Not Applicable.
- D. Items To Be Furnished Only: Not Applicable.
- E. Related Work: The following items are not included in this Section and will be performed under the designated Sections:
 - 1. Section 06 1000 – Rough Carpentry for wood blocking and grounds for mounting roller shades and accessories.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated. Include styles, material descriptions, construction details, dimensions of individual components and profiles, features, finishes, and operating instructions.
- B. Shop Drawings: Show location and extent of roller shades. Include elevations, sections, details, and dimensions not shown in Product Data. Show installation details, mountings, attachments to other work, operational clearances, and relationship to adjoining work.
- C. Coordination Drawings: Reflected ceiling plans, drawn to scale, on which the following items are shown and coordinated with each other, based on input from installers of the items involved:
 - 1. Shade mounting assembly and attachment.

2. Size and location of access to shade operator, and adjustable components.
 3. Minimum Drawing Scale: 1/4 inch = 1 foot.
 - D. Samples for Initial Selection: For each colored component of each type of shade indicated.
 1. Include similar Samples of accessories involving color selection.
 - E. Samples for Verification:
 1. Complete, full-size operating unit not less than 16 inches wide for each type of roller shade indicated.
 2. For the following products:
 - a. Shade Material: Not less than 12-inch- square section of fabric, from dye lot used for the Work, with specified treatments applied. Show complete pattern repeat. Mark top and face of material.
 - b. Valance: Full-size unit, not less than 12 inches long.
 - F. Window Treatment Schedule: For roller shades. Use same designations indicated on Drawings.
 - G. Product Certificates: For each type of roller shade, signed by product manufacturer.
 - H. Qualification Data: For Installer.
 - I. Product Test Reports: For each type of roller shade.
 - J. Maintenance Data: For roller shades to include in maintenance manuals. Include the following:
 1. Methods for maintaining roller shades and finishes.
 2. Precautions about cleaning materials and methods that could be detrimental to fabrics, finishes, and performance.
 3. Operating hardware.
- 1.4 QUALITY ASSURANCE
- A. Installer Qualifications: Fabricator of products.
 - B. Source Limitations: Obtain roller shades through one source from a single manufacturer.
 - C. Fire-Test-Response Characteristics: Provide roller shade band materials with the fire-test-response characteristics indicated, as determined by testing identical products per test method indicated below by UL or another testing and inspecting agency acceptable to authorities having jurisdiction:
 1. Flame-Resistance Ratings: Passes NFPA 701.
 - D. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
 - E. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 1. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver shades in factory packages, marked with manufacturer and product name, fire-test-response characteristics, and location of installation using same designations indicated on Drawings and in a window treatment schedule.

1.6 PROJECT CONDITIONS

- A. Environmental Limitations: Do not install roller shades until construction and wet and dirty finish work in spaces, including painting, is complete and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.
- B. Field Measurements: Where roller shades are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication and indicate measurements on Shop Drawings. Allow clearances for operable glazed units' operation hardware throughout the entire operating range. Notify Designer of discrepancies. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

1.7 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Rollers Shades: Before installation begins, for each size, color, texture, and pattern indicated, full-size units equal to 5 percent of amount installed.

PART 2 - PRODUCTS

2.1 ROLLER SHADES

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. MechoShade Systems, Inc.
 - 2. Hunter Douglas Solar Control.
 - 3. Roll-A-Shade Plus+ Shade
 - 4. Or equal.
- B. Shade Band Material: PVC-coated fiberglass
 - 1. Pattern: As indicated
 - 2. Style: As indicated
 - 3. Colors: Match Designer's samples.
 - 4. Material Openness Factor: As indicated
 - 5. Material UV Blockage: As indicated
 - 6. Bottom Hem: Straight
- C. Rollers: Electrogalvanized or epoxy primed steel or extruded-aluminum tube of diameter and wall thickness required to support and fit internal components of operating system and the weight and width of shade band material without sagging; designed to be easily removable from

support brackets; with removable spline fitting integral channel in tube for attaching shade material.

- D. Direction of Roll: Regular, from back of roller
- E. Mounting Brackets: Galvanized or zinc-plated steel.
- F. Fascia: L-shaped, formed-steel sheet or extruded aluminum; long edges returned or rolled; continuous panel concealing front and bottom of shade roller, brackets, and operating hardware and operators; length as indicated on Drawings removable design for access.
- G. Top/Back Cover: L-shaped; material and finish to match fascia; combining with fascia and end caps to form a six-sided headbox enclosure sized to fit shade roller and operating hardware inside.
- H. Pocket-Style Headbox: U-shaped, formed-steel sheet or extruded aluminum; long edges returned or rolled; with a bottom cover consisting of slot opening of minimum dimension to allow lowering and raising of shade and a removable or an openable, continuous metal access panel concealing shade roller, brackets, and operating hardware and operators within.
- I. Bottom Bar: Steel or extruded aluminum[, with plastic or metal capped ends]. Provide [exposed-to-view, external] [concealed, by pocket of shade material, internal]-type bottom bar with concealed weight bar as required for smooth, properly balanced shade operation.
- J. Mounting: As indicated on Drawings, mounting permitting easy removal and replacement without damaging roller shade or adjacent surfaces and finishes.
- K. Hold-Down Brackets and Hooks or Pins: Manufacturer's standard for anchoring roller shade bottom in place and keeping shade band material taut.
- L. Shade Operation: Manual operator.

2.2 ROLLER SHADE FABRICATION

- A. Product Description: Roller shade consisting of a roller, a means of supporting the roller, a flexible sheet or band of material carried by the roller, a means of attaching the material to the roller, a bottom bar, and an operating mechanism that lifts and lowers the shade.
- B. Concealed Components: Noncorrodible or corrosion-resistant-coated materials.
 - 1. Lifting Mechanism: With permanently lubricated moving parts.
- C. Unit Sizes: Obtain units fabricated in sizes to fill window and other openings as follows, measured at 74 degrees F:
 - 1. Shade Units Installed between (Inside) Jambs: Edge of shade not more than 1/4 inch from face of jamb. Length equal to head to sill dimension of opening in which each shade is installed.
 - 2. Shade Units Installed Outside Jambs: Width and length as indicated, with terminations between shades of end-to-end installations at centerlines of mullion or other defined vertical separations between openings.
- D. Installation Brackets: Designed for easy removal and reinstallation of shade, for supporting fascia, roller, and operating hardware and for hardware position and shade mounting method indicated.

- E. Installation Fasteners: No fewer than two fasteners per bracket, fabricated from metal noncorrosive to shade hardware and adjoining construction; type designed for securing to supporting substrate; and supporting shades and accessories under conditions of normal use.
- F. Color-Coated Finish: For metal components exposed to view, apply manufacturer's standard baked finish complying with manufacturer's written instructions for surface preparation including pretreatment, application, baking, and minimum dry film thickness.

2.3 MANUAL ROLLER SHADE OPERATORS

- A. Chain-and-Clutch Operating Mechanisms: With continuous-loop bead chain and clutch that stops shade movement when bead chain is released; permanently adjusted and lubricated. Provide stainless steel bead chains with upper and lower ball limit stops.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, operational clearances, accurate locations of connections to building electrical system, and other conditions affecting performance.
 - 1. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 ROLLER SHADE INSTALLATION

- A. Install roller shades level, plumb, and aligned with adjacent units according to manufacturer's written instructions, and located so shade band is not closer than 2 inches to interior face of glass. Allow clearances for window operation hardware.
- B. Connections: Connect motorized operators to building electrical system.

3.3 FIELD QUALITY CONTROL

- A. Independent Testing Agency: Cooperate with the Independent Testing Agency engaged by the Owner for field quality control activities for the Work of this Section. Refer also to Section 01 4325 – Testing Agency Services.

3.4 ADJUSTING

- A. Adjust and balance roller shades to operate smoothly, easily, safely, and free from binding or malfunction throughout entire operational range.

3.5 CLEANING AND PROTECTION

- A. Clean roller shade surfaces after installation, according to manufacturer's written instructions.
- B. Provide final protection and maintain conditions, in a manner acceptable to manufacturer and Installer, that ensure that roller shades are without damage or deterioration at time of Substantial Completion.
- C. Replace damaged roller shades that cannot be repaired, in a manner approved by Designer, before time of Substantial Completion.

3.6 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Agency's maintenance personnel to adjust, operate, and maintain roller shades. Refer to Section 01 7700 – Closeout Procedures.

END OF SECTION



November 4, 2024

**Worcester East Middle School
Window and Door Replacement Project Manual
Attachment A**

Mr. Ryan Hacker
Assistant Director of Facilities
Worcester Public Schools
115 Northeast Cutoff Road
Worcester, MA 01606

RE: Asbestos Exterior Sampling Report
Worcester East Middle School
Worcester, Massachusetts

Dear Mr. Hacker:

Atlas Technical Consultants, LLC (ATLAS) performed asbestos and lead paint sampling of suspect materials on the exterior of Worcester East Middle School associated with an upcoming window replacement project. Specifically, ATLAS's Scope of Work included the following:

1. Performance of a limited Asbestos Inspection for accessible suspect asbestos-containing materials subject to disturbance by the forthcoming window replacement project.
2. All asbestos bulk samples were analyzed for asbestos content using Polarized Light Microscopy (PLM) with Dispersion Staining EPA Method 600/R-93-116 per 40 CFR 763, Subpart E. To qualify as asbestos containing, the material must be determined to contain *greater than one percent (>1%)* asbestos from a homogeneous material area set of samples.
3. All lead paint samples were analyzed by flame atomic absorption spectrometry. A detectable constitutes the paint as lead-containing paint (LCP).

The following Table summarizes the results of ATLAS's asbestos sampling:

SUMMARY OF ASBESTOS SAMPLING RESULTS		
LOCATION	MATERIAL	RESULT
Exterior	Exterior Window Panel Caulk (top)	3% Chrysotile
Exterior	Exterior Window Panel Caulk (bottom)	15% Chrysotile
Exterior	Exterior Black/Gray Flashing Cement on Masonry Trim	15% Chrysotile
Exterior	Exterior Seam Caulk on Masonry Trim	None Detected
Exterior	Exterior Window Glaze (6-Light)	None Detected
Exterior	Exterior Window Caulk (6-Light,top)	None Detected
Exterior	Exterior Window Caulk (6-Light,bottom)	10% Chrysotile
Exterior (Boiler Room)	Exterior Wall Caulk	None Detected
Exterior (Arthur & Dorchester)	Exterior Door Caulk	None Detected
Stairwells	Interior Window Glaze	3% Chrysotile
Stairwells	Interior Window Caulk	None Detected
Exterior	Exterior Wood Window Glaze (8-Light)	10% Chrysotile
Exterior	Exterior Wood Window Caulk (8-Light)	15% Chrysotile
Interior	Plaster Ceiling (Above Window)	None Detected
Exterior	Exterior Door Window Glaze	None Detected



SUMMARY OF ASBESTOS SAMPLING RESULTS		
LOCATION	MATERIAL	RESULT
Exterior	Interior Cafeteria Window Caulking	None Detected
Exterior	Aggregate Panel	None Detected
Interior (Hall)	Interior Wood Window Caulk	None Detected

The following Table summarizes the results of ATLAS's lead paint sampling:

SUMMARY OF LEAD PAINT SAMPLING RESULTS		
LOCATION	MATERIAL	RESULT
Exterior	Metal Window Frame (6-Light)	14%
Exterior	Metal Entrance Door	33%
Interior	Brick Wall	0.20%
Interior	Metal Windows	23%

If you have any questions regarding this report, please call our office at (413) 781-0070.

ATLAS TECHNICAL CONSULTANTS, LLC

Edward Kolodziej
Senior Project Manager
Direct Line 413-426-6819
edward.kolodziej@oneatlas.com

Brian Williams
Area Manager
Direct Line 413-504-1653
brian.williams@oneatlas.com



November 4 2024

ATTACHMENT A

Asbestos & Lead Paint Window Sampling Report
Worcester East Middle School
Worcester Public Schools
Worcester, Massachusetts

ATTACHMENT A

PLM BULK ASBESTOS LABORATORY REPORT



EMSL Analytical, Inc.

165 Gracey Avenue Meriden, CT 06451

Tel/Fax: (203) 284-5948 / (203) 284-5978

<http://www.EMSL.com> / meridenlab@emsl.com

EMSL Order: 242405688

Customer ID: ATC62

Customer PO: 11-81-0030

Project ID:

Attention: Edward Kolodjek
Atlas Technical
73 William Franks Drive
West Springfield, MA 01089

Phone: (413) 781-0070

Fax: (413) 781-3734

Received Date: 10/23/2024 9:00 AM

Analysis Date: 10/23/2024

Collected Date: 10/22/2024

Project: WORCESTER PUBLIC SCHOOLS, WORCESTER EAST MIDDLE SCHOOL

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
WEMS-01A 242405688-0001	Exterior - aggregate panel	White Non-Fibrous Homogeneous		8% Quartz 92% Non-fibrous (Other)	None Detected
WEMS-01B 242405688-0002	Exterior - aggregate panel	Gray/Tan Non-Fibrous Homogeneous		8% Quartz 92% Non-fibrous (Other)	None Detected
WEMS-02A 242405688-0003	2nd floor hall - interior wood window caulk	Gray/White/Blue Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
WEMS-02B 242405688-0004	2nd floor hall - interior wood window caulk	Gray/White/Blue Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
WEMS-02C 242405688-0005	2nd floor hall - interior wood window caulk	Gray/Tan Non-Fibrous Homogeneous		2% Quartz 98% Non-fibrous (Other)	None Detected

Analyst(s)

Hailey Rangel (3)

Leslie Tetrack (2)

Danny Sandhu, Asbestos Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method") but augmented with procedures outlined in the 1993 ("final") version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Meriden, CT NVLAP Lab Code 200700-0.

Initial report from: 10/23/2024 11:08:28



EMSL Analytical, Inc.

10-39 45th Road Long Island City, NY 11101

Tel/Fax: (212) 290-0051 / (212) 290-0058

<http://www.EMSL.com> / manhattanlab@emsl.com

EMSL Order: 032414208

Customer ID: ATC62

Customer PO: 11-81-0030

Project ID:

Attention: Edward Kolodziej
Atlas Technical
73 William Franks Drive
West Springfield, MA 01089

Phone: (413) 426-6819

Fax: (413) 781-3734

Received Date: 10/10/2024 10:11 AM

Analysis Date: 10/10/2024 - 10/11/2024

Collected Date: 10/08/2024

Project: Worcester East Middle School

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
WEMS-01A 032414208-0001	Exterior - Exterior Window Panel Caulk (Top)	Gray/Tan Non-Fibrous Homogeneous		7% Quartz 55% Ca Carbonate 35.0% Non-fibrous (Other)	3% Chrysotile
WEMS-01B 032414208-0002	Exterior - Exterior Window Panel Caulk (Top)				Positive Stop (Not Analyzed)
WEMS-02A 032414208-0003	Exterior - Exterior Window Panel Caulk (Bottom)	Tan Non-Fibrous Homogeneous		20% Quartz 50% Ca Carbonate 15.0% Non-fibrous (Other)	15% Chrysotile
WEMS-02B 032414208-0004	Exterior - Exterior Window Panel Caulk (Bottom)				Positive Stop (Not Analyzed)
WEMS-03A 032414208-0005	Exterior - Exterior Black/ Gray Flashing Cement On Masonry Trim	Gray/Black Fibrous Homogeneous	5% Cellulose	3% Quartz 7% Ca Carbonate 70.0% Non-fibrous (Other)	15% Chrysotile
WEMS-03B 032414208-0006	Exterior - Exterior Black/ Gray Flashing Cement On Masonry Trim				Positive Stop (Not Analyzed)
WEMS-04A 032414208-0007	Exterior - Exterior Seam Caulk On Masonry Trim	Gray/Tan Non-Fibrous Homogeneous	5% Glass	7% Quartz 35% Ca Carbonate 3% Mica 50.0% Non-fibrous (Other)	None Detected
WEMS-04B 032414208-0008	Exterior - Exterior Seam Caulk On Masonry Trim	Gray/Tan Non-Fibrous Homogeneous		10% Ca Carbonate 90.0% Non-fibrous (Other)	None Detected
WEMS-05A 032414208-0009	Exterior - Exterior Window Glaze (6-Light)	Gray Non-Fibrous Homogeneous	5% Synthetic	15% Quartz 55% Ca Carbonate 25.0% Non-fibrous (Other)	None Detected

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Samples analyzed by EMSL Analytical, Inc. Long Island City, NY AIHA LAP, LLC-IHLAP Accredited #102581, NVLAP Lab Code 101048-9, CT PH-0170, MA AA000170

Initial report from: 10/11/2024 01:01:44



EMSL Analytical, Inc.

10-39 45th Road Long Island City, NY 11101

Tel/Fax: (212) 290-0051 / (212) 290-0058

<http://www.EMSL.com> / manhattanlab@emsl.com

EMSL Order: 032414208

Customer ID: ATC62

Customer PO: 11-81-0030

Project ID:

Attention: Edward Kolodziej
Atlas Technical
73 William Franks Drive
West Springfield, MA 01089

Phone: (413) 426-6819

Fax: (413) 781-3734

Received Date: 10/10/2024 10:11 AM

Analysis Date: 10/10/2024 - 10/11/2024

Collected Date: 10/08/2024

Project: Worcester East Middle School

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
WEMS-05B 032414208-0010	Exterior - Exterior Window Glaze (6-Light)	Gray Non-Fibrous Homogeneous	5% Fibrous_Other	15% Ca Carbonate 80.0% Non-fibrous (Other)	None Detected
WEMS-06A 032414208-0011	Exterior - Exterior Window Caulk (6-Light, Top)	Brown Non-Fibrous Homogeneous		3% Quartz 7% Ca Carbonate 90.0% Non-fibrous (Other)	None Detected
WEMS-06B 032414208-0012	Exterior - Exterior Window Caulk (6-Light, Top)	Gray Non-Fibrous Homogeneous		10% Ca Carbonate 90.0% Non-fibrous (Other)	None Detected
WEMS-07A 032414208-0013	Exterior - Exterior Window Caulk (6-Light, Bottom)	Brown/Tan Non-Fibrous Heterogeneous		5% Quartz 50% Ca Carbonate 35.0% Non-fibrous (Other)	10% Chrysotile
WEMS-07B 032414208-0014	Exterior - Exterior Window Caulk (6-Light, Bottom)				Positive Stop (Not Analyzed)
WEMS-08A 032414208-0015	Exterior (Boiler Room) - Exterior Wall Caulk	Gray Non-Fibrous Homogeneous		20% Quartz 60% Ca Carbonate 20.0% Non-fibrous (Other)	None Detected
WEMS-08B 032414208-0016	Exterior (Boiler Room) - Exterior Wall Caulk	Gray Non-Fibrous Homogeneous		20% Ca Carbonate 80.0% Non-fibrous (Other)	None Detected
WEMS-09A 032414208-0017	Exterior (Boiler Room) - Exterior Door Caulk	Gray Non-Fibrous Homogeneous	<1% Fibrous_Other	7% Quartz 55% Ca Carbonate 3% Mica 35.0% Non-fibrous (Other)	None Detected
WEMS-09B 032414208-0018	Exterior (Boiler Room) - Exterior Door Caulk	Gray Non-Fibrous Homogeneous	<1% Fibrous_Other	3% Quartz 50% Ca Carbonate 2% Mica 45.0% Non-fibrous (Other)	None Detected

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Atlas Technical
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West Springfield, MA 01089

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Collected Date: 10/08/2024

Project: Worcester East Middle School

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
WEMS-09C 032414208-0019	Exterior (Boiler Room) - Exterior Door Caulk	Gray Non-Fibrous Homogeneous		10% Ca Carbonate 90.0% Non-fibrous (Other)	None Detected
WEMS-10A 032414208-0020	Exterior (Arthur & Dorchester) - Exterior Door Caulk	Brown Non-Fibrous Homogeneous		3% Quartz 7% Ca Carbonate 90.0% Non-fibrous (Other)	None Detected
WEMS-10B 032414208-0021	Exterior (Arthur & Dorchester) - Exterior Door Caulk	Brown Non-Fibrous Homogeneous		100.0% Non-fibrous (Other)	None Detected
WEMS-11A 032414208-0022	Stairwell By Room 101 - Interior Window Glaze	Gray/Tan/Clear Non-Fibrous Homogeneous		7% Quartz 45% Ca Carbonate 45.0% Non-fibrous (Other)	3% Chrysotile
WEMS-11B 032414208-0023	Stairwell By Room 101 - Interior Window Glaze				Positive Stop (Not Analyzed)
WEMS-12A 032414208-0024	Stairwell By Room 101 - Interior Window Caulk	Gray/Beige/Clear Non-Fibrous Homogeneous		5% Quartz 15% Ca Carbonate 80.0% Non-fibrous (Other)	None Detected
WEMS-12B 032414208-0025	Stairwell By Room 213 - Interior Window Caulk	Gray/Clear Non-Fibrous Homogeneous		20% Quartz 15% Ca Carbonate 65.0% Non-fibrous (Other)	None Detected
WEMS-13A 032414208-0026	Room 201 - Interior Window Glaze	Gray Non-Fibrous Homogeneous		7% Quartz 55% Ca Carbonate 35.0% Non-fibrous (Other)	3% Chrysotile
WEMS-13B 032414208-0027	Room 204 - Interior Window Glaze				Positive Stop (Not Analyzed)

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EMSL Analytical, Inc.

10-39 45th Road Long Island City, NY 11101

Tel/Fax: (212) 290-0051 / (212) 290-0058

<http://www.EMSL.com> / manhattanlab@emsl.com

EMSL Order: 032414208

Customer ID: ATC62

Customer PO: 11-81-0030

Project ID:

Attention: Edward Kolodziej
Atlas Technical
73 William Franks Drive
West Springfield, MA 01089

Phone: (413) 426-6819
Fax: (413) 781-3734
Received Date: 10/10/2024 10:11 AM
Analysis Date: 10/10/2024 - 10/11/2024
Collected Date: 10/08/2024

Project: Worcester East Middle School

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
WEMS-14A 032414208-0028	2nd Floor Hall - Exterior Wood Window Glaze (8-Light)	Tan/Black Non-Fibrous Homogeneous		7% Quartz 55% Ca Carbonate 3% Mica 25.0% Non-fibrous (Other)	10% Chrysotile
WEMS-14B 032414208-0029	2nd Floor Hall - Exterior Wood Window Glaze (8-Light)				Positive Stop (Not Analyzed)
WEMS-15A 032414208-0030	2nd Floor Hall - Exterior Wood Window Glaze (8-Light)	Various Non-Fibrous Homogeneous		5% Quartz 50% Ca Carbonate 30.0% Non-fibrous (Other)	15% Chrysotile
WEMS-15B 032414208-0031	2nd Floor Hall - Exterior Wood Window Glaze (8-Light)				Positive Stop (Not Analyzed)
WEMS-16A-Skim Coat 032414208-0032	Room 204 - Plaster Ceiling (Above Window)	White Non-Fibrous Homogeneous		10% Quartz 50% Ca Carbonate 15% Gypsum 5% Mica 20.0% Non-fibrous (Other)	None Detected
WEMS-16A-Rough Coat 032414208-0032A	Room 204 - Plaster Ceiling (Above Window)	Gray Non-Fibrous Homogeneous	2% Cellulose	25% Quartz 35% Ca Carbonate 5% Mica 33.0% Non-fibrous (Other)	None Detected
WEMS-16B-Skim Coat 032414208-0033	Room 204 - Plaster Ceiling (Above Window)	Tan/White Non-Fibrous Homogeneous		55% Ca Carbonate 45.0% Non-fibrous (Other)	None Detected
WEMS-16B-Rough Coat 032414208-0033A	Room 204 - Plaster Ceiling (Above Window)	Gray Non-Fibrous Homogeneous		40% Quartz 20% Ca Carbonate 40.0% Non-fibrous (Other)	None Detected
WEMS-17A 032414208-0034	Exterior - Exterior Door Window Glaze	Brown/Gray Non-Fibrous Homogeneous	<1% Fibrous_Other	7% Quartz 55% Ca Carbonate 3% Mica 35.0% Non-fibrous (Other)	None Detected

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Samples analyzed by EMSL Analytical, Inc. Long Island City, NY AIHA LAP, LLC-IHLAP Accredited #102581, NVLAP Lab Code 101048-9, CT PH-0170, MA AA000170

Initial report from: 10/11/2024 01:01:44



EMSL Analytical, Inc.

10-39 45th Road Long Island City, NY 11101

Tel/Fax: (212) 290-0051 / (212) 290-0058

<http://www.EMSL.com> / manhattanlab@emsl.com

EMSL Order: 032414208

Customer ID: ATC62

Customer PO: 11-81-0030

Project ID:

Attention: Edward Kolodziej
Atlas Technical
73 William Franks Drive
West Springfield, MA 01089

Phone: (413) 426-6819

Fax: (413) 781-3734

Received Date: 10/10/2024 10:11 AM

Analysis Date: 10/10/2024 - 10/11/2024

Collected Date: 10/08/2024

Project: Worcester East Middle School

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
WEMS-17B 032414208-0035	Exterior - Exterior Door Window Glaze	Gray/Tan Non-Fibrous Homogeneous	5% Cellulose	15% Ca Carbonate 80.0% Non-fibrous (Other)	None Detected
WEMS-18A 032414208-0036	Cafeteria - Interior Cafeteria Window Caulking	Various Non-Fibrous Homogeneous		7% Quartz 45% Ca Carbonate 3% Mica 45.0% Non-fibrous (Other)	None Detected
WEMS-18B 032414208-0037	Cafeteria - Interior Cafeteria Window Caulking	Gray/Green Non-Fibrous Homogeneous		15% Ca Carbonate 85.0% Non-fibrous (Other)	None Detected

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Samples analyzed by EMSL Analytical, Inc. Long Island City, NY AIHA LAP, LLC-IHLAP Accredited #102581, NVLAP Lab Code 101048-9, CT PH-0170, MA AA000170

Initial report from: 10/11/2024 01:01:44



EMSL Analytical, Inc.

10-39 45th Road Long Island City, NY 11101

Tel/Fax: (212) 290-0051 / (212) 290-0058

<http://www.EMSL.com> / manhattanlab@emsl.com

EMSL Order: 032414208

Customer ID: ATC62

Customer PO: 11-81-0030

Project ID:

Attention: Edward Kolodziej
Atlas Technical
73 William Franks Drive
West Springfield, MA 01089

Phone: (413) 426-6819

Fax: (413) 781-3734

Received Date: 10/10/2024 10:11 AM

Analysis Date: 10/10/2024 - 10/11/2024

Collected Date: 10/08/2024

Project: Worcester East Middle School

The samples in this report were submitted to EMSL for analysis by Asbestos Analysis of Bulk materials via EPA/600 (0513) Method using Polarized Light Microscopy. The reference number for these samples is the EMSL Order ID above. Please use this reference number when calling about these samples.

Report Comments:

Sample Receipt Date: 10/10/2024

Sample Receipt Time: 10:11 AM

Analysis Completed Date: 10/11/2024

Analysis Completed Time: 12:50 AM

Analyst(s):

Ghaly Hemaya PLM (11)

Kerrie Gibson PLM (20)

Samples Reviewed and approved by:

Charles Johnson, Asbestos Laboratory Manager
or other approved signatory

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Initial report from: 10/11/2024 01:01:44



EMSL Analytical, Inc.

440 Washington Street, Suite 2 Weymouth, MA 02188

Tel/Fax: (781) 682-2206 / (781) 682-2207

<http://www.EMSL.com> / WeymouthLab@emsl.com

EMSL Order: 642000375

Customer ID: ATC62

Customer PO: 183BW20019

Project ID:

Attention: Brian Williams

ATC Group Services LLC

73 William Franks Drive

West Springfield, MA 01089

Phone:

Fax: (413) 781-3734

Received Date: 02/11/2020 10:00 AM

Analysis Date: 02/17/2020

Collected Date: 02/07/2020

Project: 183BW20019 / Worcester East Middles School / Habbed Architects / 420 Grafton St / Worcester MA

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
WMES-01A 642000375-0001	1st Floor Handicap Bath - 2' x 4' Fissure C.T.	Gray Fibrous Homogeneous	35% Cellulose 20% Glass	45% Non-fibrous (Other)	None Detected
WMES-01B 642000375-0002	1st Floor Handicap Bath - 2' x 4' Fissure C.T.	Gray Fibrous Homogeneous	35% Cellulose 20% Glass	45% Non-fibrous (Other)	None Detected
WMES-02A 642000375-0003	1st Floor Handicap Bath - 4" x 4" Beige CWT Grout	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
WMES-02B 642000375-0004	1st Floor Handicap Bath - 4" x 4" Beige CWT Grout	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
WMES-03A 642000375-0005	1st Floor Handicap Bath - 4" x 4" Beige CWT Mastic	Gray Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
WMES-03B 642000375-0006	1st Floor Handicap Bath - 4" x 4" Beige CWT Mastic				Positive Stop (Not Analyzed)
WMES-04A 642000375-0007	1st Floor Handicap Bath - 1" x 1" Beige CFT Grout	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
WMES-04B 642000375-0008	1st Floor Handicap Bath - 1" x 1" Beige CFT Grout	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
WMES-05A 642000375-0009	1st Floor Handicap Bath - 1" x 1" Beige CFT Mastic	Gray Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
WMES-05B 642000375-0010	1st Floor Handicap Bath - 1" x 1" Beige CFT Mastic				Positive Stop (Not Analyzed)
WMES-07A 642000375-0011	Basement Custodial Storage - Fittings on Fiberglass	Gray Fibrous Heterogeneous	30% Glass	55% Non-fibrous (Other)	15% Chrysotile
WMES-07B 642000375-0012	Basement Custodial Storage - Fittings on Fiberglass				Positive Stop (Not Analyzed)
WMES-07C 642000375-0013	Basement Custodial Storage - Fittings on Fiberglass				Positive Stop (Not Analyzed)
WMES-08A 642000375-0014	Custodial Storage - 1' x 1' Perforated Ceiling Tile	Gray Fibrous Heterogeneous	45% Cellulose	55% Non-fibrous (Other)	None Detected
WMES-08B 642000375-0015	Custodial Storage - 1' x 1' Perforated Ceiling Tile	Gray Fibrous Homogeneous	45% Cellulose	55% Non-fibrous (Other)	None Detected
WMES-09A 642000375-0016	B19 - Plaster Skim	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial report from: 02/17/2020 16:29:01



EMSL Analytical, Inc.

440 Washington Street, Suite 2 Weymouth, MA 02188

Tel/Fax: (781) 682-2206 / (781) 682-2207

<http://www.EMSL.com> / WeymouthLab@emsl.com

EMSL Order: 642000375

Customer ID: ATC62

Customer PO: 183BW20019

Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
WMES-09B 642000375-0017	B19 - Plaster Skim	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
WMES-09C 642000375-0018	Plaster Skim	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
WMES-10A 642000375-0019	B19 - Plaster Base	Gray Non-Fibrous Homogeneous	3% Hair	97% Non-fibrous (Other)	None Detected
WMES-10B 642000375-0020	B19 - Plaster Base	Gray Fibrous Homogeneous	2% Hair	98% Non-fibrous (Other)	None Detected
WMES-10C 642000375-0021	Plaster Base	Gray Fibrous Homogeneous	2% Hair	98% Non-fibrous (Other)	None Detected
WMES-11A 642000375-0022	B19 - Sheetrock	Gray Fibrous Homogeneous	5% Cellulose	95% Non-fibrous (Other)	None Detected
WMES-11B 642000375-0023	Sheetrock	Gray Fibrous Homogeneous	5% Cellulose	95% Non-fibrous (Other)	None Detected
WMES-12A 642000375-0024	B19 - Joint Compound	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
WMES-12B 642000375-0025	Joint Compound	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
WMES-13A 642000375-0026	B19 - Concrete Skim	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
WMES-13B 642000375-0027	B19 - Concrete Skim	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
WMES-13C 642000375-0028	B19 - Concrete Skim	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
WMES-14A 642000375-0029	2nd Floor Corridor - Frame Caulk on 3' x 5' DH Windows	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
WMES-14B 642000375-0030	2nd Floor Corridor - Frame Caulk on 3' x 5' DH Windows	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
WMES-15A 642000375-0031	2nd Floor Corridor - Glazing on 3' x 5' DH Windows	Gray Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
WMES-15B 642000375-0032	2nd Floor Corridor - Glazing on 3' x 5' DH Windows				Positive Stop (Not Analyzed)
WMES-16A 642000375-0033	2nd Floor Corridor - Ext Frame Caulk on DH Windows	Tan/Black Non-Fibrous Homogeneous		92% Non-fibrous (Other)	8% Chrysotile
WMES-16B 642000375-0034	2nd Floor Corridor - Ext Frame Caulk on DH Windows				Positive Stop (Not Analyzed)

Initial report from: 02/17/2020 16:29:01



EMSL Analytical, Inc.

440 Washington Street, Suite 2 Weymouth, MA 02188

Tel/Fax: (781) 682-2206 / (781) 682-2207

<http://www.EMSL.com> / WeymouthLab@emsl.com

EMSL Order: 642000375

Customer ID: ATC62

Customer PO: 183BW20019

Project ID:

Analyst(s)

Sandhya Gunasekara (28)

Christine Cleveland

Christine Cleveland, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method"), but augmented with procedures outlined in the 1993 ("final") version of the method. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. All samples received in acceptable condition unless otherwise noted. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. EMSL recommends gravimetric reduction for all non-friable organically bound materials prior to analysis. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Weymouth, MA NVLAP Lab Code 600217-0, MA AA000244, RI AAL-112

Initial report from: 02/17/2020 16:29:01



EMSL Analytical, Inc.

307 West 38th Street New York, NY 10018

Tel/Fax: (212) 290-0051 / (212) 290-0058

<http://www.EMSL.com> / manhattanlab@emsl.com

EMSL Order: 031834159

Customer ID: ATC62

Customer PO: 11-81-0030

Project ID:

Attention: Brian Williams
ATC Group Services LLC
73 William Franks Drive
West Springfield, MA 01089

Phone:

Fax: (413) 781-3734

Received Date: 12/22/2018 11:33 AM

Analysis Date: 12/22/2018

Collected Date: 12/21/2018

Project: 183BW18223/ WORCESTER EAST MIDDLE SCHOOL/ 420 GRAFTON ST, WORCESTER, MA

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
WE-01A 031834159-0001	ROOM 111 CEILING - CEILING PLASTER BASE	Gray/Tan Non-Fibrous Homogeneous	3% Cellulose	40% Quartz 10% Gypsum 47.0% Non-fibrous (Other)	None Detected
WE-01B 031834159-0002	ROOM 111 CEILING - CEILING PLASTER BASE	Gray/Tan Non-Fibrous Homogeneous	3% Cellulose	45% Quartz 2% Mica 50.0% Non-fibrous (Other)	None Detected
WE-01C 031834159-0003	ROOM 111 CEILING - CEILING PLASTER BASE	Gray Non-Fibrous Homogeneous		25% Quartz 21% Ca Carbonate 11% Gypsum 43.0% Non-fibrous (Other)	None Detected
WE-02A 031834159-0004	ROOM 111 CEILING - CEILING PLASTER SKIM	White/Yellow Non-Fibrous Heterogeneous		45% Ca Carbonate 55.0% Non-fibrous (Other)	None Detected
Inseparable paint / coating layer included in analysis					
WE-02B 031834159-0005	ROOM 111 CEILING - CEILING PLASTER SKIM	Tan/White Non-Fibrous Heterogeneous		50% Ca Carbonate 50.0% Non-fibrous (Other)	None Detected
Inseparable paint / coating layer included in analysis					
WE-02C 031834159-0006	ROOM 111 CEILING - CEILING PLASTER SKIM	White Non-Fibrous Homogeneous		40% Ca Carbonate 60.0% Non-fibrous (Other)	None Detected
WE-03A 031834159-0007	OUTSIDE RM 306 (HALLWAY CEILING) - CEILING PLASTER BASE	Brown/Gray Non-Fibrous Homogeneous		40% Quartz 4% Mica 56.0% Non-fibrous (Other)	None Detected
WE-03B 031834159-0008	OUTSIDE RM 306 (HALLWAY CEILING) - CEILING PLASTER BASE	Gray Non-Fibrous Homogeneous	3% Cellulose 3% Hair	40% Quartz 2% Mica 52.0% Non-fibrous (Other)	None Detected
WE-03C 031834159-0009	OUTSIDE RM 305 (HALLWAY CEILING) - CEILING PLASTER BASE	Gray Non-Fibrous Homogeneous		44% Quartz 3% Mica 53.0% Non-fibrous (Other)	None Detected

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Initial report from: 12/22/2018 16:31:27



EMSL Analytical, Inc.

307 West 38th Street New York, NY 10018

Tel/Fax: (212) 290-0051 / (212) 290-0058

<http://www.EMSL.com> / manhattanlab@emsl.com

EMSL Order: 031834159

Customer ID: ATC62

Customer PO: 11-81-0030

Project ID:

Attention: Brian Williams
ATC Group Services LLC
73 William Franks Drive
West Springfield, MA 01089

Phone:
Fax: (413) 781-3734
Received Date: 12/22/2018 11:33 AM
Analysis Date: 12/22/2018
Collected Date: 12/21/2018

Project: 183BW18223/ WORCESTER EAST MIDDLE SCHOOL/ 420 GRAFTON ST, WORCESTER, MA

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
WE-04A 031834159-0010	OUTSIDE RM 306 (HALLWAY CEILING) - CEILING PLASTER SKIM	Tan/White Non-Fibrous Homogeneous		40% Ca Carbonate 60.0% Non-fibrous (Other)	None Detected
WE-04B 031834159-0011	OUTSIDE RM 306 (HALLWAY CEILING) - CEILING PLASTER SKIM	White/Yellow Non-Fibrous Heterogeneous		45% Ca Carbonate 55.0% Non-fibrous (Other)	None Detected
Inseparable paint / coating layer included in analysis					
WE-04C 031834159-0012	OUTSIDE RM 305 (HALLWAY CEILING) - CEILING PLASTER SKIM	White Non-Fibrous Homogeneous		40% Ca Carbonate 60.0% Non-fibrous (Other)	None Detected

EMSL maintains liability limited to cost of analysis. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method"), but augmented with procedures outlined in the 1993 ("final") version of the method. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. All samples received in acceptable condition unless otherwise noted. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. EMSL recommends gravimetric reduction for all non-friable organically bound materials prior to analysis. Estimation of uncertainty is available on request.

Initial report from: 12/22/2018 16:31:27



EMSL Analytical, Inc.

307 West 38th Street New York, NY 10018

Tel/Fax: (212) 290-0051 / (212) 290-0058

<http://www.EMSL.com> / manhattanlab@emsl.com

EMSL Order: 031834159

Customer ID: ATC62

Customer PO: 11-81-0030

Project ID:

Attention: Brian Williams
ATC Group Services LLC
73 William Franks Drive
West Springfield, MA 01089

Phone:

Fax: (413) 781-3734

Received Date: 12/22/2018 11:33 AM

Analysis Date: 12/22/2018

Collected Date: 12/21/2018

Project: 183BW18223/ WORCESTER EAST MIDDLE SCHOOL/ 420 GRAFTON ST, WORCESTER, MA

The samples in this report were submitted to EMSL for analysis by Asbestos Analysis of Bulk materials via EPA/600 (0513) Method using Polarized Light Microscopy. The reference number for these samples is the EMSL Order ID above. Please use this reference number when calling about these samples.

Report Comments:

Sample Receipt Date: 12/22/2018

Sample Receipt Time: 11:33 AM

Analysis Completed Date: 12/22/2018

Analysis Completed Time: 4:27 PM

Analyst(s):

Chad Layne PLM (4)

Jon Williams PLM (8)

Samples Reviewed and approved by:

James Hall, Laboratory Manager
or other approved signatory

EMSL maintains liability limited to cost of analysis. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method"), but augmented with procedures outlined in the 1993 ("final") version of the method. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. All samples received in acceptable condition unless otherwise noted. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. EMSL recommends gravimetric reduction for all non-friable organically bound materials prior to analysis. Estimation of uncertainty is available on request.



EMSL Analytical, Inc.

307 West 38th Street New York, NY 10018

Tel/Fax: (212) 290-0051 / (212) 290-0058

<http://www.EMSL.com> / manhattanlab@emsl.com

EMSL Order: 031821843

Customer ID: ATC62

Customer PO: 11-81-0030

Project ID:

Attention: Brian Williams
ATC Group Services LLC
73 William Franks Drive
West Springfield, MA 01089

Phone:

Fax: (413) 781-3734

Received Date: 08/11/2018 10:59 AM

Analysis Date: 08/11/2018

Collected Date: 08/10/2018

Project: WORCESTER EAST MIDDLE/ 420 GRAFTON ST. WORCESTER

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
WEM-1A 031821843-0001	ROOM B6/ B6 A - CEILING PLASTER SKIM	White Non-Fibrous Homogeneous		56% Ca Carbonate 44% Non-fibrous (Other)	None Detected
WEM-1B 031821843-0002	ROOM B6/ B6 A - CEILING PLASTER SKIM	White Non-Fibrous Homogeneous		65% Ca Carbonate 35% Non-fibrous (Other)	None Detected
WEM-1C 031821843-0003	ROOM B6/ B6 A - CEILING PLASTER SKIM	White Non-Fibrous Homogeneous		55% Ca Carbonate 45% Non-fibrous (Other)	None Detected
WEM-2A 031821843-0004	ROOM B6/ B6 A - CEILING PLASTER BASE	Brown Non-Fibrous Homogeneous		45% Quartz 32% Gypsum 23% Non-fibrous (Other)	None Detected
WEM-2B 031821843-0005	ROOM B6/ B6 A - CEILING PLASTER BASE	Brown Non-Fibrous Homogeneous		45% Quartz 32% Gypsum 23% Non-fibrous (Other)	None Detected
WEM-2C 031821843-0006	ROOM B6/ B6 A - CEILING PLASTER BASE	Gray Non-Fibrous Homogeneous		45% Quartz 30% Ca Carbonate 3% Mica 22% Non-fibrous (Other)	None Detected
WEM-3A 031821843-0007	ROOM B6/ B6 A - TSI PIPE INSULATION	White Fibrous Homogeneous		80% Non-fibrous (Other)	20% Chrysotile
WEM-3B 031821843-0008	ROOM B6/ B6 A - TSI PIPE INSULATION				Positive Stop (Not Analyzed)
WEM-3C 031821843-0009	ROOM B6/ B6 A - TSI PIPE INSULATION				Positive Stop (Not Analyzed)

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Initial report from: 08/11/2018 13:01:27



EMSL Analytical, Inc.

307 West 38th Street New York, NY 10018

Tel/Fax: (212) 290-0051 / (212) 290-0058

<http://www.EMSL.com> / manhattanlab@emsl.com

EMSL Order: 031821843

Customer ID: ATC62

Customer PO: 11-81-0030

Project ID:

Attention: Brian Williams
ATC Group Services LLC
73 William Franks Drive
West Springfield, MA 01089

Phone:

Fax: (413) 781-3734

Received Date: 08/11/2018 10:59 AM

Analysis Date: 08/11/2018

Collected Date: 08/10/2018

Project: WORCESTER EAST MIDDLE/ 420 GRAFTON ST. WORCESTER

The samples in this report were submitted to EMSL for analysis by Asbestos Analysis of Bulk materials via EPA/600 (0513) Method using Polarized Light Microscopy. The reference number for these samples is the EMSL Order ID above. Please use this reference number when calling about these samples.

Report Comments:

Sample Receipt Date: 08/11/2018

Sample Receipt Time: 10:59 AM

Analysis Completed Date: 08/11/2018

Analysis Completed Time: 12:59 PM

Analyst(s):

Kamel Alawawda PLM (5)

Krystal Harris PLM (2)

Samples Reviewed and approved by:

James Hall, Laboratory Manager
or other approved signatory

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Initial report from: 08/11/2018 13:01:27



EMSL Analytical, Inc.

307 West 38th Street New York, NY 10018

Tel/Fax: (212) 290-0051 / (212) 290-0058

<http://www.EMSL.com> / manhattanlab@emsl.com

EMSL Order: 031714951

Customer ID: ATC62

Customer PO: 11-81-0030

Project ID:

Attention: Brian Williams
ATC Group Services LLC
73 William Franks Drive
West Springfield, MA 01089

Phone:

Fax: (413) 781-3734

Received Date: 05/25/2017 11:51 AM

Analysis Date: 05/25/2017

Collected Date: 05/23/2017

Project: 183BS01436/ WPS WORCESTER EAST MIDDLE/ 420 GRATTON ST/ WORCESTER, MA

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	<u>Non-Asbestos</u>		<u>Asbestos</u>
			% Fibrous	% Non-Fibrous	% Type
1A 031714951-0001	310A SOUTHWALL - PLASTER HORIZONTAL PATCHES	White Non-Fibrous Homogeneous		65% Ca Carbonate 35% Non-fibrous (Other)	None Detected
1B 031714951-0002	310A EASTWALL - PLASTER HORIZONTAL PATCHES	White/Blue Non-Fibrous Heterogeneous		55% Ca Carbonate 3% Mica 42% Non-fibrous (Other)	None Detected
Inseparable paint / coating layer included in analysis					
2A 031714951-0003	310A SOUTHWALL - PLASTER SKIM	White Non-Fibrous Homogeneous		68% Ca Carbonate 32% Non-fibrous (Other)	None Detected
2B 031714951-0004	310A EASTWALL - PLASTER SKIM	White/Blue Non-Fibrous Heterogeneous		55% Ca Carbonate 45% Non-fibrous (Other)	None Detected
Inseparable paint / coating layer included in analysis					
3A 031714951-0005	310A SOUTHWALL - PLASTER BASE	Brown Non-Fibrous Homogeneous		50% Quartz 50% Non-fibrous (Other)	None Detected
3B 031714951-0006	310A EASTWALL - PLASTER BASE	Gray/Tan Non-Fibrous Homogeneous	2% Hair	45% Quartz 10% Ca Carbonate 3% Mica 40% Non-fibrous (Other)	None Detected
4A 031714951-0007	HALLWAY ACROSS FROM 300 - PLASTER CEILING MOLDING	White Non-Fibrous Homogeneous		68% Ca Carbonate 5% Mica 27% Non-fibrous (Other)	None Detected
4B 031714951-0008	HALLWAY ACROSS FROM 300 - PLASTER CEILING MOLDING	White Non-Fibrous Homogeneous		65% Ca Carbonate 4% Mica 31% Non-fibrous (Other)	None Detected
5A 031714951-0009	HALLWAY ACROSS FROM 300 - PLASTER CEILING-SKIM	White Non-Fibrous Homogeneous		60% Ca Carbonate 40% Non-fibrous (Other)	None Detected

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Samples analyzed by EMSL Analytical, Inc. New York, NY AIHA-LAP, LLC--IHLAP Accredited #102581, NVLAP Lab Code 101048-9, NYS ELAP 11506, NJ NY022, CT PH-0170, MA AA000170

Initial report from: 05/25/2017 17:22:21



EMSL Analytical, Inc.

307 West 38th Street New York, NY 10018

Tel/Fax: (212) 290-0051 / (212) 290-0058

<http://www.EMSL.com> / manhattanlab@emsl.com

EMSL Order: 031714951

Customer ID: ATC62

Customer PO: 11-81-0030

Project ID:

Attention: Brian Williams
ATC Group Services LLC
73 William Franks Drive
West Springfield, MA 01089

Phone:

Fax: (413) 781-3734

Received Date: 05/25/2017 11:51 AM

Analysis Date: 05/25/2017

Collected Date: 05/23/2017

Project: 183BS01436/ WPS WORCESTER EAST MIDDLE/ 420 GRATTON ST/ WORCESTER, MA

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
5B 031714951-0010	HALLWAY ACROSS FROM 300 - PLASTER CEILING-SKIM	White Non-Fibrous Heterogeneous		50% Ca Carbonate 50% Non-fibrous (Other)	None Detected
6A 031714951-0011	HALLWAY ACROSS FROM 300 - PLASTER CEILING BASE	Brown Non-Fibrous Homogeneous		75% Quartz 25% Non-fibrous (Other)	None Detected
6B 031714951-0012	HALLWAY ACROSS FROM 300 - PLASTER CEILING BASE	Gray/White Non-Fibrous Homogeneous		45% Quartz 20% Ca Carbonate 35% Non-fibrous (Other)	None Detected
7A 031714951-0013	ROOM 210 - PLASTER CEILING SKIM	White Non-Fibrous Homogeneous		56% Ca Carbonate 44% Non-fibrous (Other)	None Detected
7B 031714951-0014	ROOM 210 - PLASTER CEILING SKIM	White Non-Fibrous Homogeneous		5% Quartz 50% Ca Carbonate 45% Non-fibrous (Other)	None Detected
8A 031714951-0015	ROOM 210 - PLASTER CEILING BROWN/BASE	White Non-Fibrous Homogeneous		65% Ca Carbonate 35% Non-fibrous (Other)	None Detected
8B 031714951-0016	ROOM 210 - PLASTER CEILING BROWN/BASE	White Non-Fibrous Homogeneous		30% Quartz 30% Ca Carbonate 2% Mica 38% Non-fibrous (Other)	None Detected
11A 031714951-0017	ROOM 210 - 3" MUDDIED PIPE FITTING	Tan/White Fibrous Homogeneous	6% Cellulose	79% Non-fibrous (Other)	15% Chrysotile
11B 031714951-0018	ROOM 210 - 3" MUDDIED PIPE FITTING	White Fibrous Homogeneous	30% MinWool	25% Ca Carbonate 32% Non-fibrous (Other)	13% Chrysotile

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Samples analyzed by EMSL Analytical, Inc. New York, NY AIHA-LAP, LLC--IHLAP Accredited #102581, NVLAP Lab Code 101048-9, NYS ELAP 11506, NJ NY022, CT PH-0170, MA AA000170

Initial report from: 05/25/2017 17:22:21



EMSL Analytical, Inc.

307 West 38th Street New York, NY 10018

Tel/Fax: (212) 290-0051 / (212) 290-0058

<http://www.EMSL.com> / manhattanlab@emsl.com

EMSL Order: 031714951

Customer ID: ATC62

Customer PO: 11-81-0030

Project ID:

Attention: Brian Williams
ATC Group Services LLC
73 William Franks Drive
West Springfield, MA 01089

Phone:

Fax: (413) 781-3734

Received Date: 05/25/2017 11:51 AM

Analysis Date: 05/25/2017

Collected Date: 05/23/2017

Project: 183BS01436/ WPS WORCESTER EAST MIDDLE/ 420 GRATTON ST/ WORCESTER, MA

Report Comments:

Sample Receipt Date: 05/25/2017

Sample Receipt Time: 11:51 AM

Analysis Completed Date: 05/25/2017

Analysis Completed Time: 3:02 PM

Analyst(s):

Daena Charles PLM (9)

Jon Williams PLM (9)

Samples Reviewed and approved by:

James Hall, Laboratory Manager
or other approved signatory

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Samples analyzed by EMSL Analytical, Inc. New York, NY AIHA-LAP, LLC--IHLAP Accredited #102581, NVLAP Lab Code 101048-9, NYS ELAP 11506, NJ NY022, CT PH-0170, MA AA000170

Initial report from: 05/25/2017 17:22:21



EMSL Analytical, Inc.

307 West 38th Street New York, NY 10018

Tel/Fax: (212) 290-0051 / (212) 290-0058

<http://www.EMSL.com> / manhattanlab@emsl.com

EMSL Order: 031637723

Customer ID: ATC62

Customer PO: 11-81-0030

Project ID:

Attention: Brian Williams
ATC Group Services LLC
73 William Franks Drive
West Springfield, MA 01089

Phone:

Fax: (413) 781-3734

Received Date: 12/21/2016 11:14 AM

Analysis Date: 12/24/2016 - 12/27/2016

Collected Date: 12/20/2016

Project: WORCESTER EAST MIDDLE SCHOOL/ 420 GARFTON ST. WORCESTER, MA 01604, USA

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
ES-01A 031637723-0001	NURSE OFFICE #2 - PLASTER BASE	Gray Non-Fibrous Homogeneous		35% Quartz 10% Mica 55% Non-fibrous (Other)	None Detected
ES-01B 031637723-0002	NURSE OFFICE #1 - PLASTER BASE	Gray Non-Fibrous Homogeneous		30% Quartz 70% Non-fibrous (Other)	None Detected
ES-01C 031637723-0003	ROOM ACROSS FROM DENTAL OFFICE #1 - PLASTER BASE	Gray Non-Fibrous Homogeneous		25% Quartz 20% Gypsum 10% Mica 45% Non-fibrous (Other)	None Detected
ES-01D 031637723-0004	ROOM ACROSS FROM DENTAL OFFICE #1 - PLASTER BASE	Gray Non-Fibrous Homogeneous		45% Quartz 30% Gypsum 25% Non-fibrous (Other)	None Detected
ES-01E 031637723-0005	DENTAL HALL-OVER SINK - PLASTER BASE	Gray Non-Fibrous Homogeneous		40% Quartz 35% Gypsum 25% Non-fibrous (Other)	None Detected
ES-02A 031637723-0006	NURSE OFFICE #2 - PLASTER SKIM	White Non-Fibrous Homogeneous		20% Ca Carbonate 10% Gypsum 70% Non-fibrous (Other)	None Detected
ES-02B 031637723-0007	NURSE OFFICE #1 - PLASTER SKIM	White Non-Fibrous Homogeneous		30% Gypsum 70% Non-fibrous (Other)	None Detected
ES-02C 031637723-0008	ROOM ACROSS FROM DENTAL OFFICE #1 - PLASTER SKIM	White Non-Fibrous Homogeneous		40% Gypsum 60% Non-fibrous (Other)	None Detected
ES-02D 031637723-0009	ROOM ACROSS FROM DENTAL OFFICE #1 - PLASTER SKIM	White Non-Fibrous Homogeneous		58% Ca Carbonate 42% Non-fibrous (Other)	None Detected
ES-02E 031637723-0010	DENTAL HALL-OVER SINK - PLASTER SKIM	White Non-Fibrous Homogeneous		65% Ca Carbonate 35% Non-fibrous (Other)	None Detected

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Samples analyzed by EMSL Analytical, Inc. New York, NY AIHA-LAP, LLC--IHLAP Accredited #102581, NVLAP Lab Code 101048-9, NYS ELAP 11506, NJ NY022, CT PH-0170, MA AA000170

Initial report from: 12/27/2016 15:02:53



EMSL Analytical, Inc.

307 West 38th Street New York, NY 10018

Tel/Fax: (212) 290-0051 / (212) 290-0058

<http://www.EMSL.com> / manhattanlab@emsl.com

EMSL Order: 031637723

Customer ID: ATC62

Customer PO: 11-81-0030

Project ID:

Attention: Brian Williams
ATC Group Services LLC
73 William Franks Drive
West Springfield, MA 01089

Phone:

Fax: (413) 781-3734

Received Date: 12/21/2016 11:14 AM

Analysis Date: 12/24/2016 - 12/27/2016

Collected Date: 12/20/2016

Project: WORCESTER EAST MIDDLE SCHOOL/ 420 GARFTON ST. WORCESTER, MA 01604, USA

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
ES-03A 031637723-0011	DENTAL HALL-OVER SINK - SHEETROCK	White Non-Fibrous Homogeneous	5% Fibrous_Other	35% Gypsum 60% Non-fibrous (Other)	None Detected
ES-03B 031637723-0012	END OF DENTAL HALL - SHEETROCK	White Non-Fibrous Homogeneous	5% Fibrous_Other	40% Gypsum 55% Non-fibrous (Other)	None Detected
ES-03C 031637723-0013	END OF DENTAL HALL - SHEETROCK	Brown/Gray Non-Fibrous Homogeneous	15% Cellulose	60% Gypsum 25% Non-fibrous (Other)	None Detected
ES-04A 031637723-0014	DENTAL HALL-OVER SINK - JOINT COMPOUND	White Non-Fibrous Homogeneous	5% Cellulose	25% Ca Carbonate 70% Non-fibrous (Other)	None Detected
ES-04B 031637723-0015	END OF DENTAL HALL - JOINT COMPOUND	White Non-Fibrous Homogeneous		10% Ca Carbonate 10% Gypsum 80% Non-fibrous (Other)	None Detected
ES-04C 031637723-0016	END OF DENTAL HALL - JOINT COMPOUND	White Non-Fibrous Homogeneous		45% Ca Carbonate 20% Gypsum 35% Non-fibrous (Other)	None Detected
ES-05A 031637723-0017	LOBBY - TEXTURED CEILING	White Non-Fibrous Homogeneous		45% Ca Carbonate 55% Non-fibrous (Other)	None Detected
ES-05B 031637723-0018	DENTAL HALL - TEXTURED CEILING	White Non-Fibrous Homogeneous		50% Ca Carbonate 50% Non-fibrous (Other)	None Detected
ES-05C 031637723-0019	DENTAL HALL - TEXTURED CEILING	White Non-Fibrous Homogeneous		60% Ca Carbonate 40% Non-fibrous (Other)	None Detected
ES-06A 031637723-0020	DENTAL HALL - 2x2 DROP CEILING	Brown Fibrous Homogeneous	40% Cellulose 15% MinWool	25% Perlite 20% Non-fibrous (Other)	None Detected

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Samples analyzed by EMSL Analytical, Inc. New York, NY AIHA-LAP, LLC--IHLAP Accredited #102581, NVLAP Lab Code 101048-9, NYS ELAP 11506, NJ NY022, CT PH-0170, MA AA000170

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Received Date: 12/21/2016 11:14 AM

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Collected Date: 12/20/2016

Project: WORCESTER EAST MIDDLE SCHOOL/ 420 GARFTON ST. WORCESTER, MA 01604, USA

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
ES-06B 031637723-0021	DENTAL HALL - 2x2 DROP CEILING	Brown/Gray Fibrous Homogeneous	45% Cellulose 15% MinWool	40% Non-fibrous (Other)	None Detected
ES-07A 031637723-0022	DENTAL HALL INFRONT OF SINK - 12x12 WHITE W/TAN VFT	Tan Non-Fibrous Homogeneous		65% Gypsum 35% Non-fibrous (Other)	None Detected
ES-07B 031637723-0023	DENTAL HALL STORAGE ROOM - 12x12 WHITE W/TAN VFT	Gray Non-Fibrous Homogeneous		20% Ca Carbonate 80% Non-fibrous (Other)	None Detected
ES-08A 031637723-0024	DENTAL HALL INFRONT OF SINK - 12x12 WHITE W/TAN VFT MASTIC	Gray Non-Fibrous Homogeneous	3% Cellulose	10% Ca Carbonate 87% Non-fibrous (Other)	None Detected
ES-08B 031637723-0025	DENTAL HALL STORAGE ROOM - 12x12 WHITE W/TAN VFT MASTIC	Gray Non-Fibrous Homogeneous		15% Matrix 85% Non-fibrous (Other)	None Detected
ES-09A 031637723-0026	NURSES OFFICE #1 - CEILING PLASTER BASE	Gray Non-Fibrous Homogeneous		45% Quartz 30% Gypsum 25% Non-fibrous (Other)	None Detected
ES-09B 031637723-0027	LOBBY - CEILING PLASTER BASE	Gray Non-Fibrous Homogeneous		40% Quartz 35% Gypsum 25% Non-fibrous (Other)	None Detected
ES-09C 031637723-0028	DENTAL HALL - CEILING PLASTER BASE	Gray Non-Fibrous Homogeneous		50% Quartz 50% Non-fibrous (Other)	None Detected
ES-10A 031637723-0029	NURSES OFFICE #1 - CEILING PLASTER SKIM	White Non-Fibrous Homogeneous		55% Ca Carbonate 45% Non-fibrous (Other)	None Detected
ES-10B 031637723-0030	LOBBY - CEILING PLASTER SKIM	White Non-Fibrous Homogeneous		65% Ca Carbonate 35% Non-fibrous (Other)	None Detected

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Analysis Date: 12/24/2016 - 12/27/2016

Collected Date: 12/20/2016

Project: WORCESTER EAST MIDDLE SCHOOL/ 420 GARFTON ST. WORCESTER, MA 01604, USA

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
ES-10C 031637723-0031	DENTAL HALL - CEILING PLASTER SKIM	White Non-Fibrous Homogeneous		60% Ca Carbonate 40% Non-fibrous (Other)	None Detected
ES-11A 031637723-0032	DENTAL HALL SINK - WHITE SINK UNDERCOAT	White Fibrous Homogeneous	25% Cellulose	45% Ca Carbonate 30% Non-fibrous (Other)	None Detected
ES-11B 031637723-0033	DENTAL HALL STORAGE SINK - WHITE SINK UNDERCOAT	White Non-Fibrous Homogeneous		10% Ca Carbonate 90% Non-fibrous (Other)	None Detected
ES-12A 031637723-0034	DENTAL HALL - 4" WHITE COVE BASE	Beige Non-Fibrous Homogeneous		25% Ca Carbonate 75% Non-fibrous (Other)	None Detected
ES-12B 031637723-0035	ROOM ACROSS FROM DENTAL OFFICE #1 - 4" WHITE COVE BASE	Tan Non-Fibrous Homogeneous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
ES-13A 031637723-0036	DENTAL HALL - 4" WHITE COVE BASE MASTIC	Beige Non-Fibrous Homogeneous		10% Ca Carbonate 90% Non-fibrous (Other)	None Detected
ES-13B 031637723-0037	ROOM ACROSS FROM DENTAL OFFICE #1 - 4" WHITE COVE BASE MASTIC	Brown Non-Fibrous Homogeneous	12% Cellulose	40% Matrix 48% Non-fibrous (Other)	None Detected

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Initial report from: 12/27/2016 15:02:53



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<http://www.EMSL.com> / manhattanlab@emsl.com

EMSL Order: 031637723

Customer ID: ATC62

Customer PO: 11-81-0030

Project ID:

Attention: Brian Williams
ATC Group Services LLC
73 William Franks Drive
West Springfield, MA 01089

Phone:

Fax: (413) 781-3734

Received Date: 12/21/2016 11:14 AM

Analysis Date: 12/24/2016 - 12/27/2016

Collected Date: 12/20/2016

Project: WORCESTER EAST MIDDLE SCHOOL/ 420 GARFTON ST. WORCESTER, MA 01604, USA

The samples in this report were submitted to EMSL for analysis by Asbestos Analysis of Bulk materials via EPA/600 (0513) Method using Polarized Light Microscopy. The reference number for these samples is the EMSL Order ID above. Please use this reference number when calling about these samples.

Report Comments:

Sample Receipt Date: 12/21/2016

Sample Receipt Time: 11:14 AM

Analysis Completed Date: 12/27/2016

Analysis Completed Time: 2:50 PM

Analyst(s):

Daena Charles PLM (9)

Emily Myint PLM (18)

Krystal Harris PLM (10)

Samples Reviewed and approved by:

James Hall, Laboratory Manager
or other approved signatory

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Initial report from: 12/27/2016 15:02:53



November 4 2024

ATTACHMENT B

Asbestos & Lead Paint Window Sampling Report
Worcester East Middle School
Worcester Public Schools
Worcester, Massachusetts

ATTACHMENT B

FLAME AAS LEAD PAINT LABORATORY REPORT



EMSL Analytical, Inc.

200 Route 130, Cinnaminson, NJ, 08077
Telephone: 856-858-4800 Fax:856-786-5974
EMSL-CIN-01

EMSL Order ID: 012434698
LIMS Reference ID: AC34698
EMSL Customer ID: ATC62

Attention: Brian Williams
Atlas Technical [ATC62]
73 William Franks Drive
West Springfield, MA 01089
(413) 781-0070
brian.williams@oneatlas.com

Project Name: Worcester East Middle School - 420 Grafton St
Worcester / 183WPS2496

Customer PO:
EMSL Sales Rep: Christopher Brandt
Received: 10/24/2024 10:15
Reported: 10/25/2024 14:11

Analytical Results

Analyte	Results	RL	Weight(g)	Prep Date & Tech	Prep Method	Analysis Date & Analyst	Analytical Method	Q	DF
Client Sample ID: WEM-1/Metal Windows							Date Sampled: 10/23/24		
Matrix: Chips							LIMS Reference ID: AC34698-01		
Lead	23 % wt	1.5 % wt	0.2656	10/24/24 CZX	SW-846 3050B	10/25/24 PMX	SW846-7000B	D	200
Sample Comments:									

**EMSL Analytical, Inc.**

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Telephone: 856-858-4800 Fax: 856-786-5974
EMSL-CIN-01

EMSL Order ID: 012434698

LIMS Reference ID: AC34698

EMSL Customer ID: ATC62

Attention: Brian Williams
Atlas Technical [ATC62]
73 William Franks Drive
West Springfield, MA 01089
(413) 781-0070
brian.williams@oneatlas.com

Project Name: Worcester East Middle School - 420 Grafton St
Worcester / 183WPS2496

Customer PO:
EMSL Sales Rep: Christopher Brandt
Received: 10/24/2024 10:15
Reported: 10/25/2024 14:11

Certified Analyses included in this Report

Analyte	Certifications
SW846-7000B in Chips	
Lead	AIHA LAP

List of Certifications

Code	Description	Number	Expires
NJDEP	New Jersey Department of Environmental Protection	03036	06/30/2025
AIHA LAP	EMSL Analytical, Inc. Cinnaminson, NJ AIHA-LAP, LLC-ELLAP Accredited	100194	01/01/2025
NYSDOH	New York State Department of Health	10872	04/01/2025
California ELAP	California Water Boards	1877	06/30/2025
A2LA	A2LA Environmental Certificate	2845.01	07/31/2026
PADEP	Pennsylvania Department of Environmental Protection	68-00367	11/30/2024
MADEP	Massachusetts Department of Environmental Protection	M-NJ337	06/30/2025
CTDPH	Connecticut Department of Public Health	PH-0270	06/23/2026

Please see the specific Field of Testing (FOT) on www.emsl.com <<http://www.emsl.com>> for a complete listing of parameters for which EMSL is certified.

Notes and Definitions

Item	Definition
D	Analyte was reported from a dilution run.
Pb3	The QC sample duplicate RPD result for Lead was outside of the method control limits.
(Dig)	For metals analysis, sample was digested.
[2C]	Reported from the second channel in dual column analysis.
DF	Dilution Factor
MDL	Method Detection Limit.
ND	Analyte was NOT DETECTED at or above the detection limit.
NR	Spike/Surrogate showed no recovery.
Q	Qualifier
RL	Reporting Limit For paint chips, the RL is 0.008% by wt. (equiv. to 80 mg/kg, or ppm) based upon a minimum sample weight of 0.25 grams. For soils, the RL is 40 mg/kg (ppm) based upon a minimum sample weight of 0.5 grams. For dust wipes, the RL is 10 µg/wipe; reporting units of µg/sq. ft. are not validated by the lab based upon data provided by non-lab personnel.
Wet	Sample is not dry weight corrected.
Measurement of uncertainty and any applicable definitions of method modifications are available upon request. Per EPA NLLAP policy, sample results are not blank corrected.	

**EMSL Analytical, Inc.**

200 Route 130, Cinnaminson, NJ, 08077
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Worcester / 183WPS2496

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Received: 10/24/2024 10:15
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Owen McKenna Laboratory Manager or other approved signatory

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Analysis following EMSL SOP for the Determination of Environmental Lead by FLAA. The laboratory has a reporting limit of 0.008% by wt., based upon a minimum sample weight of 0.25g submitted to the lab, and is not responsible for any result or reporting limit provided in mg/cm² since it is dependent upon an area value provided by non-lab personnel. A "<" (less than) result signifies that the analyte was not detected at or above the reporting limit. Measurement of uncertainty and definitions of modifications are available upon request. Results in this report are not blank corrected unless specified.

**EMSL Analytical, Inc.**

528 Mineola Avenue, Carle Place, NY, 11514
Telephone: 516.997.7251 Fax: 856-786-5974
EMSL-CP-06

EMSL Order ID: 062456881
LIMS Reference ID: EC56881
EMSL Customer ID: ATC62

Attention: Edward Kolodziej
Atlas Technical [ATC62]
73 William Franks Drive
West Springfield, MA 01089
(413) 426-6819
edward.kolodziej@oneatlas.com

Project Name: WEMS - Window Project: Worcester Public
Schools: Worcester Middle School

Customer PO:
EMSL Sales Rep: Christopher Brandt
Received: 10/10/2024 19:04
Reported: 10/11/2024 10:57

Analytical Results

Analyte	Results	RL	Weight(g)	Prep Date & Tech	Prep Method	Analysis Date & Analyst	Analytical Method	Q	DF
Client Sample ID: Pb-01/Exterior - Metal Window Frame (6-Light)							Date Sampled: 10/08/24		
Matrix: Chips							LIMS Reference ID: EC56881-01		
Lead	14 % wt	0.71 % wt	0.283	10/10/24 SxW	SW-846 3050B	10/11/24 BP	SW 846-7000B	D	100
Sample Comments:									
Client Sample ID: Pb-02/Exterior - Metal Entrance Door							Date Sampled: 10/08/24		
Matrix: Chips							LIMS Reference ID: EC56881-02		
Lead	33 % wt	0.70 % wt	0.2867	10/10/24 SxW	SW-846 3050B	10/11/24 BP	SW 846-7000B	D	100
Sample Comments:									
Client Sample ID: Pb-03/Interior - Brick Wall							Date Sampled: 10/08/24		
Matrix: Chips							LIMS Reference ID: EC56881-03		
Lead	0.020 % wt	0.008 % wt	0.2769	10/10/24 SxW	SW-846 3050B	10/11/24 BP	SW 846-7000B		1
Sample Comments:									

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Schools: Worcester Middle School

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EMSL Sales Rep: Christopher Brandt
Received: 10/10/2024 19:04
Reported: 10/11/2024 10:57

Certified Analyses included in this Report

Analyte	Certifications
SW 846-7000B in Chips	
Lead	06-AIHA LAP

List of Certifications

Code	Description	Number	Expires
06-AIHA LAP	EMSL Analytical, Inc. Carle Place, NY AIHA-LAP, LLC-ELLAP Accredited	102344	08/01/2026
06-NYSDOH	New York State Department of Health	11469	04/01/2025
06-NYSELAP	NY NYS ELAP	11469	04/01/2025
06-California ELAP	California Water Boards	2339	04/01/2025
06-CTDPH	Connecticut Department of Public Health	PH-0249	03/31/2025

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Notes and Definitions

Item	Definition
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(Dig)	For metals analysis, sample was digested.
[2C]	Reported from the second channel in dual column analysis.
DF	Dilution Factor
MDL	Method Detection Limit.
ND	Analyte was NOT DETECTED at or above the detection limit.
NR	Spike/Surrogate showed no recovery.
Q	Qualifier
RL	Reporting Limit
Wet	Sample is not dry weight corrected.

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James Han Laboratory Manager or other approved signatory

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