

FLOOR REPLACEMENT PHASE II

McDEVITT MIDDLE SCHOOL
75 Church Street
Waltham, MA

JFF Project No. 2525B

April 30, 2011

PROJECT MANUAL

OWNER:

City of Waltham
Waltham Public Schools
617 Lexington Street
Waltham, MA 02452

Skip Bandini, Director of Facilities
781-314-5607

ARCHITECT:

JFF Design, Architects
24 Warwick Avenue
Waltham, MA 02452

Tel. 781-899-6908
Fax. 781-899-3050

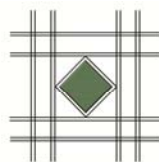


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SECTION 00020 – INVITATION TO BID

The City of Waltham and its Mayor acting through its Purchasing Agent, hereinafter called the Awarding Authority, will receive sealed bids for the FLOOR REPLACEMENT, PHASE II, McDevitt Middle School, Waltham, Massachusetts, until **10:00 AM, prevailing time, May 23, 2012** at the Office of the Purchasing Agent, City Hall, 610 Main Street, Waltham, Massachusetts 02452.

The work of this Contract includes removal of the existing first and second floor vinyl composition tile and mastic within original building sections and prepare for new sheet vinyl product inclusive of all re-securing of floor substrate and surface preparation including fractured type leveling compound where necessary.

The estimated cost of construction is Ninety Five Thousand Dollars (\$95,000).

Every bidder must be certified by the Forbo Corporation as a Master Mechanic Certified Installer.

Bidders must file their bids together with a copy of their Master Mechanic Certification.

Successful bidder will be required to furnish Performance Bond and Labor and Material or Payment Bond, as set forth in the specifications.

Not less than the minimum wage rates must be paid on the work of this project, as determined by the Division of Occupational Safety under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27H inclusive.

The City of Waltham Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program, including Special Provisions for Participation by Minority and Women Business Enterprises, applies to this Invitation for Bids.

A weekly certified payroll submittal shall be required of the successful bidder, throughout the course of the project, in accordance with MGL C149, S27B. No payments will be made by the City until all payroll information necessary for the City to determine compliance with prevailing wage laws and affirmative action/equal opportunity requirements for the time period of the request have been submitted.

Bidding documents, including drawings and specifications, will be made available to bidders after **10:00 AM, May 1, 2012** at the office of the Purchasing Agent, City Hall, 610 Main Street, Waltham, MA ~~after payment of a \$100.00 deposit payable to the City of Waltham, which deposit is refundable upon return of said documents in good condition not later than ten days after opening of bids.~~ **Bids are available at www.city.waltham.ma.us/open-bids.**

A pre-bid conference will be held on **May 16th at 10:00 AM** and any interested bidder wishing to review the area of work is requested to attend.

Bids will be received in sealed envelopes clearly marked "Floor Replacement, Phase II, McDevitt Middle School, Waltham Public Schools, Waltham, Massachusetts."

THE CITY OF WALTHAM AND ITS MAYOR acting through its Purchasing Agent reserves the right to reject any or all bids or any sub-trade, if it determines that such bid does not represent bid of person competent to perform work as specified; or that only one such bid was received and that the price is not reasonable for acceptance without competition; or which is not accompanied by bid deposit as prescribed herein.

Certified check, or a treasurer's or cashier's check issued by a responsible bank or trust company, or bid bond, payable to the City of Waltham shall be submitted with each general bid in the amount of five percent (5%) of the bid price.

No bid may be withdrawn for a period of fifteen (15) days subsequent to the opening of bids.

END OF SECTION 00020

SECTION 00100 – INSTRUCTION TO BIDDERS

1. BIDS

- A. Bids from Contractors shall be for complete project as specified, and shall include names of Subcontractors and amounts of their bids as designated in “Bid Form For Sub-Bidders”. Bids shall also include amounts for alternates stated. Contractor shall be selected on basis of such bids.
- B. Every bidder must be certified by the Forbo Corporation as a Master Mechanic Certified Installer.
- C. Bids will be received in sealed envelopes clearly marked “Floor Replacement, Phase II”, McDevitt Middle School, Waltham Public Schools, Waltham, Massachusetts.” by the CITY OF WALTHAM AND ITS MAYOR acting through its Purchasing Agent, hereinafter called the Awarding Authority at the OFFICE OF THE PURCHASING AGENT, CITY HALL, 610 MAIN STREET, WALTHAM, MASSACHUSETTS 02452.

1.1 BID FORM

- A. All bids shall be submitted on a separate form furnished with this bid package or copies thereof, and shall be subject to all requirements of all general conditions, of the specifications and drawings. Erasures or other changes must be explained or noted over the signature of the Bidder.
- B. All Bidders shall submit one set of executed Bid Forms and Documents to the Office of the Purchasing Agent, City Hall, 610 Main Street, Waltham, Massachusetts 02452.

1.2 TIME OF RECEIVING BIDS

- A. Bids of Bidders will be received by the Office of the Purchasing Agent, City Hall, 610 Main Street, Waltham, Massachusetts 02452, until **10:00 AM**, prevailing time, **May 23, 2012** at which time they will be publicly opened and read at the office of the Purchasing Agent.

1.3 BID DEPOSIT

- A. Bid Deposit:
No bid will be received from bidders unless accompanied by certified check or treasurer’s or cashier’s check issued by a responsible bank or trust company or bid bond, made payable to the City of Waltham, Massachusetts, in amount specified in Invitation to Bid.
- B. Return of Bid Deposit:
Bid deposits of the three lowest responsible and eligible bidders shall be returned within five (5) days, Sundays, and holidays excluded, after execution of contract with Contractor. Bid deposits of all others shall be returned within five (5) days, Sundays and holidays excluded, after opening of proposals.

If the selected bidder fails to execute a contract with the Owner within five (5) days, Sundays and holidays excluded, amount received as bid deposit from bidder through his certified, check, treasurer’s or cashier’s check, shall become and be the property of the Owner as liquidated damages, provided that in case of death, disability or unforeseen circumstances affecting bidder, such deposit shall be returned to him.

1.4 USE OF BIDS

- A. Rejection of General Bids:
The Owner reserves the right to reject any or all bids if it be in the public interest to do so, in accordance with applicable state laws.

1.5 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. The work shall commence at the time stated in the notice to the Contractor to proceed and shall be substantially completed within 60 consecutive calendar days. Notice to proceed may be given to the Bidder on any date after the Bidder has executed the contract and furnished the performance and payment bonds with all insurance herein requested. Owner and Contractor recognize that this is of the essence to this agreement and that Owner will suffer financial loss if the work is not substantially complete within the time specified above, plus any extensions thereof allowed via change orders as a result of changes in the work. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding, the actual loss suffered by Owner if the work is not substantially complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay, but not as a penalty, Contractor shall pay Owner Five Hundred and no/100 dollars (\$500.00) for each day that expires after the time specified above for substantial completion until the work is substantially complete.

1.6 WAGE RATES

- A. Not less than the minimum wage rates must be paid on the work of this project, as determined by the Division of Occupational Safety under the Provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27H inclusive.

1.7 WALTHAM PUBLIC SCHOOLS ENVIRONMENTAL POLICY:

- A. The Waltham Public Schools is committed to and values the protection of the environment. The Waltham Public Schools Environmental Policy is available for review at the Facilities Department, 617 Lexington Street, Waltham, MA

1.8 TAXES

- A. The Public Schools of Waltham, Massachusetts (The Owner) as such is exempt from any federal, state or municipal sales and/or excise tax. The bidders shall propose accordingly and it shall be the responsibility of the successful bidder to obtain the appropriate tax exemption certificate(s) from the Owner for use during the course of the project.

1.9 PERFORMANCE AND PAYMENT BONDS

- A. Subsequent to the award of the contract and within five (5) days after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to the Owner a contract in the form stated in the bidding documents in such a number of separate identical parts as the Owner may require. Separate contract forms, in lieu of those found in the bidding documents, shall be used for this purpose.
- B. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful bidder shall, within the period specified above, furnish performance and payment bonds in a penal sum of at least one hundred (100) percent each of the amount of the contract as awarded, as security for the faithful performance of the contract and for the payment of all persons, firms or corporations to whom the Contractor may be legally indebted for labor, material, tools, equipment, or services of any nature, employed or used by him in performing the work. Such bonds shall be in a form acceptable to the A/E, shall bear the same date as, or a date subsequent to the date of the contract, and shall be secured from a bond or surety company acceptable to the A/E.
- C. On each such bond the rate of premium shall be stated, together with the total amount of premium charged. The current power of attorney for the person who signs for any surety company shall be attached to such bonds.

McDEVITT MIDDLE SCHOOL
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- D. The failure of the successful bidder to execute such contract and to provide the required bonds within five (5) days after the prescribed forms are presented for signature, or within much extended period as the Owner may grant based upon reasons determined adequate by the Owner, the Owner may either award the contract to the next responsible bidder or re-invite desired or selected bidders.
- E. Contractor shall include cost of the above bonds in the lump sum base bid.

1.10 VALIDITY OF BIDS

- A. Bids shall remain valid and in force unchanged for a period of (45) forty-five calendar days or thirty (30) business days whichever is longer after the prescribed date for submission.

1.11 PRE-BID MEETING

- A. A pre-bid conference will be held at the Stanley Elementary School, 250 South Street, Waltham, MA at 10:00 AM, prevailing time, on May 16, 2012. All bidders are urged to attend.

END OF SECTION 00100

SECTION 00300 – FORM FOR GENERAL BID

- A. BASE BID: Undersigned proposes to furnish all labor and materials required for the McDevitt Middle School Floor Replacement, Phase II, Waltham, Massachusetts, in accordance with accompanying plans and specifications prepared by JFF Design, Architects, 24 Warwick Avenue, Waltham, MA 02452, dated April 30, 2012 for the contract price specified below, subject to additions and deductions according to terms of specifications.
- B. CONTRACT PRICE: The proposed contract price is
_____dollars and _____cents
(\$_____).
- C. This bid includes addenda numbered_____.
- D. ALTERNATES: NOT USED
- E. UNIT PRICES:
1. Should certain additional work be required, or should the quantities of certain classes of work be increased or decreased from those on which the general bid is based, by order or approval of the Architect, the undersigned agrees that the following supplemental unit prices may be used as the basis of payment to him or credit to the Owner for such additions, increase, or decrease in the work, as directed by the Owner. Should additional items of work to those listed herein occur, with a need for adjustments to the contract price, the supplemental unit prices for such categories of work shall be as published in the current issue of Means Cost Data published by R. S. Means Co., Inc. for the Boston, Massachusetts area market.
 2. Supplemental unit prices shall cover all costs, and the prices given shall represent the exact amount per unit to be paid the Contractor (in the case of additions or increases) or to be refunded the Owner (in the case of decreases). No additional adjustment will be allowed for overhead, profit, insurance, compensation insurance or other direct or indirect expenses of Contractor or Subcontractors.
 3. No allowance will be made for any increased expenses, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor resulting either directly or indirectly from the Owner's adjustment of work scope through the use of supplemental unit prices, or from elimination or complete omission of items or from unbalanced allocation among the contract items of overhead expense on the part of the Contractor and subsequent loss of reimbursement there from, or from any other cause.
 4. Prior to commencing removal of materials or placement of materials set forth in the schedule of unit prices as unit price items, the Contractor shall notify the Architect in sufficient time to permit proper measurements to be taken on behalf of the Owner. Only quantities which have been approved in writing by the Architect will be considered in the determination of adjustment to the contract sum on the unit price basis.
 5. Performance of work which is not required under the contract documents or which is not authorized by change order, whether or not such work items are set forth hereunder as a unit price item, shall not be considered cause for any extra payment on account of the contract. The Contractor will be held fully responsible for such unauthorized work, including the performance of all corrective measures required by the A/E.
 6. Contractor shall provide only one number in the Bid Form. The same number will be used for additive unit prices and deductive unit prices.
 7. Rules of Measurement: Unit prices stated herein shall be applicable to these rules of measurements:
 - a. Removal, disposal and replacement of plywood sub-base material per square foot.

8. Schedule of Supplemental Unit Prices:*
- a. Plywood Removal, Disposal and Replacement: _____ \$/FT

*Contractor shall provide only one number for each scheduled unit price on the bid form.

- F. TIME OF COMPLETION: The undersigned agrees to commence work by June 18, 2012 and to substantially complete the Work within 60 consecutive calendar days (including Saturdays, Sundays and holidays). In the case the Work is not completed within the specified time, it is understood and agreed the General Contractor shall pay the Owner, not as a penalty but as liquidated damages, the amount of \$500 (five hundred dollars) for each calendar day after which completion was required up to and including the day of Substantial Completion.
- G. CONTRACT: The undersigned agrees that, if he is selected as the General Contractor, he will, within seven (7) days, Saturdays, Sundays and legal holidays included, after presentation thereof by the Awarding Authority, execute a Contract in accordance with the terms of this General Bid and furnish a Performance Bond and also a Labor and Materials or Payment Bond, each of a Surety Company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Awarding Authority, and each in the sum of 100% of the Contract Price, the premiums for which are to be paid by the General Contractor and are included in the Contract Price.
- H. CERTIFICATE OF ELIGIBILITY: The undersigned has included with this Bid his Forbo Certificate of Master Mechanic.
- I. NON-COLLUSION CERTIFICATION: The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this Paragraph, the word "person" shall mean any natural person, joint venture, partnership, corporation, or any other business or legal entity.
- J. FAMILIARITY WITH CONDITIONS: The undersigned represents that in regard to the conditions affecting the Work to be done and the labor and materials needed, this General Bid is based upon his familiarization with the site in conjunction with the Contract Drawings and Specifications and not on any oral or other representation of any employee, officer, agent or consultant of the Awarding Authority.
- K. The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that he will comply fully with all laws and regulations applicable to awards made subject to Section Forty-Four A.
- L. TAXES: As required by MGL, Chapter 62C, s49A, the undersigned certifies the bidder has complied with all laws of the Commonwealth relating to taxes.
- M. DEBARMENT: The undersigned further certifies under penalties of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated there under.

Date _____

(Name of General Bidder)

By _____
(Name of Person Signing Bid and Title)

(Business Address)

(City, State and Zip Code)

(Telephone Number)

(Fax Number)

NOTE: This proposal must bear the written signature of the Bidder. If the Bidder is a partnership, the proposal must be signed by a partner. If the Bidder is a corporation, the proposal must be signed by a duly authorized officer or agent of such corporation.

Attached hereto and part of this bid proposal, are the following forms completed and signed:

- 1) Bidder's Forbo Certification Form
- 2) Bid Bond
- 3) Non-Collusion Affidavit
- 4) Certificate of Corporate Vote
- 5) Certification of Payment of State Taxes.

END OF SECTION 00300

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

_____ being first duly sworn disposes and says that:

1. He is _____ of _____, the Bidder that has submitted the attached bid for the MCDEVITT MIDDLE SCHOOL FLOOR REPLACEMENT, PHASE II, WALTHAM, MASSACHUSETTS.
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or to fix any overhead, profit or cost element of the Bid price of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Waltham or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agreements, representatives, owners, employees or parties in interest, including this affiant.

Signed _____ (title)

Subscribed and sworn before me

this _____ day of _____, 2012

My commission expires: _____

CERTIFICATE OF VOTE

I, _____,

Clerk of _____
hereby certify that, at a meeting of the Board of Directors of said Corporation
duly held on _____ (Date must be earlier than date on contract)
at which a quorum was present and voting throughout, the following vote was duly passed and is
now in full force and effect:

“VOTED”: _____
(Name of Office authorized to sign for Corporation)

is hereby authorized, directed and empowered, in the name and on behalf of this Corporation, to
sign, seal and with the corporate seal, execute, acknowledge and deliver all contracts, bonds and
other obligations, and that such actions will be valid and binding upon this corporation for all
purposes, and that a certificate of the Clerk of the corporation setting forth this vote shall be
delivered to the City of Waltham and that this vote shall remain in full force and effect unless and
until the same has been altered, amended or revoked by a subsequent vote of these directors. A
certificate of such later vote of such directors be attested by the Clerk of this Corporation and
delivered to the City of Waltham.

CERTIFICATE AS TO CORPORATE BIDDER

I, _____

certify that I am the _____

of the corporation named as bidder in the within bid form,

that _____,

who signed said bid form on behalf of the bidder was then _____ of said corporation, that I know his signature, that his signature thereto is genuine and that said bid form was duly signed, sealed and executed for and in behalf of said corporation by authority of its governing body.

(Corporate seal)

Secretary-Clerk

Date

CERTIFICATION OF PAYMENT OF STATE TAXES

LEGISLATION ENACTED BY THE COMMONWEALTH OF MASSACHUSETTS EFFECTIVE JULY 1, 1983, REQUIRES THAT THE ATTESTATION BELOW BE SIGNED:

PURSUANT TO M.G.L. CH 62C, SEC. 49A, I CERTIFY UNDER PENALTIES OF PERJURY THAT I, TO THE BEST KNOWLEDGE AND BELIEF, HAVE FILED ALL STATE TAX RETURNS AND PAID ALL STATE TAXES REQUIRED UNDER LAW.

SOCIAL SECURITY NUMBER
FEDERAL ID NUMBER

SIGNATURE OF INDIVIDUAL
OR CORPORATE NAME

SECTION 00410 – BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

_____ as Principal, and

_____ as Surety,

are hereby held and firmly bound unto the

_____, _____, _____, as Owner, in the penal sum of

_____ for the payment for which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this ____ day of _____, 20____.

The Condition of the above obligation is such that whereas the Principal has submitted to the _____, a certain Bid, attached hereto and hereby mead a part hereof, to enter into a Contract in writing for the McDevitt Middle School Floor Replacement, Waltham, Massachusetts.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all respects perform the Agreement created by acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby, stipulates and agrees that the obligations of said Surety and its' bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)

Principal

By _____
Surety

By _____

END OF SECTION 00410

SECTION 00700 – GENERAL CONDITIONS

1. INFORMATION

All information shall come from the Office of the City Purchasing Agent. The Contractor shall inquire at this office for any information needed. Wherever the words “or equal as approved” are used, it is to be understood that the opinion of the City Purchasing Agent shall govern.

2. SUITS

The Contractor shall assume defense of and shall indemnify and hold the City and its agents harmless from all suits and claims against the City and its sub-contractors arising from the use of any invention, patent right labor or employment, or from any act of omission or neglect of the City, its agents, employees or any subcontractor in performing the work, under this contract.

3. LAWS AND REGULATIONS

The Contractor shall conform to all the applicable rules, regulations, laws and ordinances of the City of Waltham, the Commonwealth of Massachusetts, the United States of America and all agencies having jurisdiction over this contract.

4. PROTECTION OF PROPERTY

The Contractor shall take all proper precautions to protect the City’s property from damage and unnecessary inconvenience. Any City property damaged by the Contractor in carrying out the provisions of this contract shall be restored to its original condition, by and at the expense of the Contractor.

5. PROTECTION OF PERSONS

The Contractor shall take all proper precautions to protect persons from injury, unnecessary inconvenience, and shall be responsible for his failure to do so. The Contractor agrees to hold the City harmless from any and all liabilities of every nature and description, which may be suffered through bodily injury, including death, to any person, by reason of negligence of the Contractor, his agents or employees, or any subcontractor.

6. CONTRACT DURATION.

~~This contract is for the period of May 23, 2012 renewable at the discretion of the City of Waltham for an additional two (2) one-year periods ending May 23, 2014.~~ The contract duration is for the period required to complete the project.

7. INSURANCE

A. WORKMAN’S COMPENSATION: The Contractor shall provide by insurance for the payment of compensation and furnishing of other benefits under Chapter 152 of the General Laws of the Commonwealth of Massachusetts to all persons to be employed under this contract, the premiums for which shall be paid by the Contractor.

B. COMPREHENSIVE GENERAL LIABILITY

Bodily Injury:	\$1,000,000 Each Occurrence
	\$2,000,000 Aggregate
Property Damage:	\$1,000,000 Each Occurrence
	\$2,000,000 Aggregate

C. AUTOMOBILE (VEHICLE) LIABILITY

Bodily Injury	\$2,000,000 Each Occurrence
Property Damage	\$1,000,000 Aggregate

D. UMBRELLA POLICY

General liability	\$2,000,000
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Your bid response must include a Certificate of Insurance with the above limits as a minimum. In addition, the Certificate of Insurance must have the following text contained in the bottom left box of the Certificate: "The City of Waltham is a named Additional Insured for all Insurance". The Certificate of Insurance must be mailed directly to:

Office of the Purchasing Agent
Purchasing Department
City of Waltham
610 Main Street
Waltham, MA 02452

8. LABOR AND MATERIALS BOND

The Contractor agrees to execute and deliver to the City, a Labor and Materials or Payment Bond equal to 100% of the contract value. This contract shall not be in force until said bond has been delivered and accepted by the City. Bond to be issued by a company licensed by the Commonwealth of Massachusetts.

A LETTER FROM A SURETY COMPANY CERTIFYING THAT THE CONTRACTOR IS QUALIFIED AND CAPABLE OF OBTAINING THE ABOVE BONDS MUST BE INCLUDED WITH HIS/HERS BID.

9. PERSONNEL:

The Contractor shall employ a competent supervisor and all properly licensed personnel necessary to perform the services required in this contract. The City Purchasing Agent shall have the right to require the Contractor to remove and/or replace any of the personnel for nonperformance or for unprofessional behavior. The City Purchasing Agent may require the Contractor to submit a weekly performance record of the areas and of the work performed, on forms approved by the City Purchasing Agent. The Contractor or his supervisor shall be available to inspect such work as required by the City Purchasing Agent.

10. PREVAILING WAGES

The Contractor is required to pay the prevailing wages as determined under the provisions of Chapter 149, Sections 26 and 27D of the Massachusetts General Laws, including the submission of weekly payrolls to the awarding authority.

11. MATERIALS

The City or its Agent reserves the right to approve or reject any supplies, material or equipment used by the Contractor. The Contractor agrees to replace any supplies, material or equipment used by the Contractor. The Contractor agrees to replace any rejected supplies, materials or equipment, to the satisfaction of the City or its Agents.

12. TERMINATION OF CONTRACT

This contract may be terminated by the City upon deliverance to the Contractor of a five-day written notice of said termination.

13. CONTRACT OBLIGATIONS

Contract obligations on behalf of the City are subject to an annual appropriation to cover the contract obligation.

14. BIDDER EXPERIENCE EVALUATION

Each bidder shall submit with his bid, all the information relative to their experience and qualifications in performing the work required under this contract and shall have been in business for a minimum of five (5) years, in order for their bid to be considered.

15. NOT-TO-EXCEED AMOUNT

The bid amount proposed in your company's response is a "not-to- Exceed" amount unless the City makes changes, in writing, to the scope of work to be performed. The Change Order must be signed and approved by the City's Purchasing Agent, City Auditor, Law Department and the Mayor prior to the commencement of the change order work. No work is to begin until the proper approvals have been obtained. A change order will be priced at the unit price. Failure to comply with this procedure will result in the cancellation of the contract and the non-payment of services provided

16. FINANCIAL STATEMENTS.

The City may require, within five (5) days after the bid opening, a complete and detailed Financial Statement prepared by a Certified Public Account, to determine a bidder's financial stability.

17 BREACH OF CONTRACT/ NON PERFORMANCE

If the Contractor shall provide services in a manner, which is not to the satisfaction of the City, the City may request that the Contractor refurnish services at no additional cost to the City until approved by the City. If the Contractor shall fail to provide services, which are satisfactory to the City, the City in the alternative may make any reasonable purchase or Contract to purchase services in substitution for those due from the Contractor. The City may deduct the cost of any substitute Contract for nonperformance of services together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor. If the damages sustained by the City exceed sums due or to become due, the Contractor shall pay the difference to the City upon demand. The Contractor shall not be liable for any damages sustained by the City due to the Contractor's failure to furnish services under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Contract was made, including a state of war, embargoes, expropriation of labor strike or any unanticipated federal, state or municipal governmental regulation of order, provided that the Contractor has notified the City in writing of such cause within seven (7) days after its occurrence.

18 RIGHT TO AUDIT

The City of Waltham has the right to review and audit documents related to this contract. This right extends

to any subcontractor, supplier or other entity used by the prime contractor to fulfill the obligations under this contract.

19. CITY ORDINANCE. APPROVAL OF CONTRACTS BY MAYOR, SEC. 3-12 OF THE CITY ORDINANCES.

All contract made by any department, board or commission where the amount involved is two thousand dollars (\$2,000) or more shall be in writing, and no such contract shall be deemed to have been made or executed until the approval of the Mayor is affixed thereto. Any construction contract shall, and all other contracts may, where the contract exceed five thousand dollars (\$5,000) be required to be accompanied by a bond with sureties satisfactory to the Mayor.

20. BID OPENING INCLEMENT WEATHER

If, at the time of the originally scheduled bid opening, City Hall is closed to inclement weather or another unforeseeable event, the bid opening will be extended until 2:00 PM on the next normal business day. Bids will be accepted until that date and time.

ATTACHMENT A
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

_____ a corporation organized under the laws of _____ and having a usual place of business in _____, in the County of _____ and the State of _____ as PRINCIPAL, and _____ a corporation organized under the laws of _____, and having a usual place of business of _____, in the County of _____, Massachusetts, as SURETY, are firmly held and bound unto the City of Waltham as OBLIGEE, in the sum of _____ DOLLARS (\$ _____) lawful money of the United States of America, for payment of which well and truly to be made, we hereby, jointly and severally, bind ourselves and our respective heirs, executors, administrators, successors and assigns, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated _____, 20____, for construction of the _____, _____, _____, which Contract in its entirety, including the General Conditions, Drawings, Specifications, and any Addenda is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

In the event that the contract is abandoned by the Principal, or in the event that the Obligee, under the provisions of Article 14 of the General Conditions of said Contract, the Contract, said Surety hereby further agrees that said Surety shall, if required in writing by the Obligee, take such action as is necessary to complete said Contract.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, or agents, this

_____ day of _____, 20____.

ATTEST

(Principal)

By: _____
(Title)
SEAL

Surety

By _____
(Attorney in Fact)
SEAL

END OF DOCUMENT

PERFORMANCE BOND

ATTACHMENT B
LABOR AND MATERIALS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

a corporation organized under the laws of _____ and having a usual place of business in _____, in the County of _____ and the State of _____ as PRINCIPAL, and _____ a corporation organized under the laws of _____, and having a usual place of business of _____, in the County of _____, Massachusetts, as SURETY, are firmly held and bound unto the City of Waltham as OBLIGEE, in the sum of _____

DOLLARS (\$ _____) lawful money of the United States of America, for payment of which well and truly to be made, we hereby, jointly and severally, bind ourselves and our respective heirs, executors, administrators, successors and assigns, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated _____, 20____, for construction of the:

McDEVITT MIDDLE SCHOOL, FLOOR REPLACEMENT, PHASE II, WALTHAM, MA

which Contract in its entirety, including the General Conditions, Drawings, Specifications, and any Addenda is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, the condition of this obligation is such that if the Principal and each Sub-contractor shall pay for labor performed or furnished and materials used or employed in such construction, including lumber so employed which is not incorporated therein and is not wholly or necessarily consumed or made so worthless as to lose its identity, but only to the extent of its purchase price less its fair salvage value, and including also any material specially fabricated at the order of the Principal or Sub-contractor for use as a component part of said building so as to be unsuitable for use to the extent of its purchase price less its fair salvage value and only to the extent that such specially fabricated material is in conformity with the Contract Drawings and Specifications or any changes therein duly made; and shall pay transportation charges for materials used or employed therein, which are consigned to the Principal or to a Sub-contractor who has a direct contractual relationship with the Principal; and shall pay any sums due for the rental or hire of vehicles, steam shovels, rollers propelled by steam or other power, concrete mixers, tools, and other appliances and equipment employed in such construction; and shall pay transportation charges directly related to such rental or hire; and shall pay any sums due trustees or other persons authorized to collect such payments from the Principal or Sub-contractors, based upon the labor performed or furnished as aforesaid for health and welfare plans, supplementary unemployment benefit plans, and other fringe benefits which are payable in cash and Sub-contractors, all in accordance with the provisions of the General Laws, Chapter 149, Section 29, and other sections of said Chapter and all acts amendatory thereof or supplementary thereto (this bond being in compliance with the requirements of said Chapter to furnish security thereunder), then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition, to the terms of the Contract or to the Work to be performed thereunder or the Drawings and Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Drawings and Specifications.

PAYMENT BOND

McDEVITT MIDDLE SCHOOL
FLOOR REPLACEMENT
PHASE II

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, or agents, this

_____ day of _____, 20____.

ATTEST

(Principal)

By: _____

(Title)
SEAL

Surety

By _____

(Attorney in Fact)
SEAL

END OF DOCUMENT

ATTACHMENT 'C'
~~MINIMUM~~
Prevailing
CLASSIFICATION AND MINIMUM WAGE RATES

The prevailing wage schedule is available upon request in the office of the Purchasing agent. The prevailing wage schedule is too large to attach here.

E-mail your request to jpedulla@city.waltham.ma.us

SECTION 01010 – PROJECT PROCEDURES

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. Include GENERAL CONDITIONS as part of this Section
- B. Examine all other Sections of the Specifications for requirements that affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with trades affecting, or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under the Contract.

1.2 SECTION INCLUDES

- A. Permits and Fees
- B. Sales and use tax exemption
- C. Contractor's use of premises
- D. Contract Conditions
- E. Use and occupancy prior to acceptance
- F. Field engineering
- G. Project Coordination and Coordination Drawings
- H. Traffic Control and Parking
- I. Project Environmental Controls
- J. Construction Documents
- K. Project Superintendent
- L. Municipal Police and Fire
- M. Worker Conduct, Appearance and Rules
- N. Maintain Owner's Occupancy Requirements

1.3 RELATED SECTIONS

- A. Section 1027 – APPLICATION FOR PAYMENT

- B. Section 01040 – COORDINATION
- C. Section 01720 – RECORD DOCUMENTS

1.4 PERMITS AND FEES

- A. Contractor shall obtain all permits required, by the City and State, for the Work.
- B. Owner will pay for the building permit. All other permit fees required by the City of Waltham, including by not limited to Board of Health, Electricity, Plumbing shall be the responsibility of the Contractor.
- C. Contractor shall pay for all other governmental fees and licenses for the Work.

1.5 SALES AND USE TAX EXEMPTION

- A. Owner is exempt from payment of sales and use taxes levied by the Commonwealth of Massachusetts. All contract costs shall reflect this exemption.
- B. Owner will furnish tax exemption certificate and number to General Contractor for use by all trades in purchasing material for the Work.
- C. The General Contractor shall:
 - 1. Place exemption certificate number on invoices for material incorporated in the Work.
 - 2. Furnish copies of invoices to Owner. Upon completion of the Work, file with the Owner a notarized statement that all purchases made under exemption certificate were entitled to be exempt.
 - 3. Pay legally assessed penalties for improper use of exemption certificate number.

1.6 CONTRACTOR USE OF PREMISES

- A. The Contract Site shall be as shown of the Drawings for each area of work and shall include the entire area bound by the "Contract Limit" lines as well as all areas outside of the Limit of Work Lines when required for performance of work under this Contract.
- B. The right of Possession of the premises, and the improvements made thereon, shall remain with the Owner at all times. The Contractor's Right of Entry and the use thereof arises solely from the permission granted by the Owner under the Contract Documents.
- C. Damage to existing work caused by operations under this Contract shall be repaired at Contractor's expense.
- D. Any street, paving, curb and/or sidewalk damaged as the result of work under this Contract, whether within or outside the limits of the Work, shall be repaired and/or replaced under this Contract, in a timely fashion, with new matching construction.
- E. Where existing curbs or walks are located and tracking is required over them, they shall be suitably protected in an approved manner.

- F. Provide continuous, lawful, safe, adequate and convenient access to the site. Contractor's access to the site will at times include existing roadways and paved surfaces that Contractor shall maintain and restore to original condition. Contractor shall construct and maintain throughout the project in good useable condition temporary roads and appurtenances as required.
- G. The General Contractor and all Sub-contractors shall confine operations at the site to areas permitted by the contract schedule work areas as herein specified, law and ordinances, permits and Contract limit lines.
- H. General Contractor shall be solely and entirely responsible for the design and construction of any and all temporary facilities to be used by the public during the course of work under this Contract. Such facilities shall be designed by a Professional Architect / Engineer registered in Massachusetts who shall be retained by the Contractor for this purpose. Contractor shall submit Architect/Engineer's written certification that all such facilities have been designed and constructed in a safe and substantial manner for public use and in accordance with all applicable codes.
- I. Do not unreasonably encumber the site with materials or equipment.
- J. Assume full responsibility for protection and safekeeping of product stored on premises. Obtain and pay for use of additional storage or work areas needed for operations. Limit use of site to work and storage. Move any stored products which interfere with operations of Owner or other contractors.

1.7 CONTRACT CONDITIONS

- A. This Contract is subject to applicable Federal, State and local laws and regulations. Where any requirements contained herein do not conform to statutes governing the Work of this Contract, the statutes shall govern.
- B. This project is subject to compliance with Public Law 91-596, "Occupational Safety and Health Act of 1970" (OSHA), as amended, with respect to all rules and regulations pertaining to construction, including Volume 36, numbers 75 and 105, of the Federal Register, as amended, and as published by the US Department of Labor.
- C. Each and every provision of law and clause required by law to be inserted into this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
- D. Attention is directed to recent amendments to MGL C.149, Section 27B requiring submission of certified weekly payrolls to the Awarding Authority by every contractor and subcontractor doing public work.

1.8 USE AND OCCUPANCY PRIOR TO ACCEPTANCE

- A. The Owner reserves the right to occupy and to place and install equipment in completed areas of the Work prior to the date of Substantial Completion as stipulated in the Agreement, provided such occupancy does not interfere with completion of the Work. Such occupancy or placement of equipment shall not constitute acceptance of the Work.
 - 1. The Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner occupancy.
 - 2. Upon Occupancy, the Owner will assume responsibility for maintenance for occupied portions of the site.
- B. If the Project has not been substantially completed by the specified date, the Owner, at his election, may from time to time occupy the site or any portion of the site as the Work in connection therewith is completed to such a degree as will, in the opinion of the Owner, permit the use of the site for construction of the building. Such occupancy shall not constitute acceptance of the Work.
- C. The Owner will, prior to any such partial occupancy, give notice to the General Contractor thereof and such occupancy shall be predicated upon the following conditions:
 - 1. In case of partial occupancy prior to the stipulated completion date, the Owner shall secure endorsement from the insurance carrier and consent of the Surety permitting occupancy of the site during the remaining period of construction.
 - 2. In case of partial occupancy after the stipulated date, the General Contractor shall extend all necessary insurance coverage until Final Acceptance of the Project. Owner's use and occupancy prior to Final Acceptance shall not relieve the General Contractor of his responsibility to maintain the insurance coverage required by the Contract Documents.
 - 3. In case of such partial occupancy, guarantee periods called for by the Contract Documents shall not commence until Substantial Completion of all work under this Contract.
- D. Occupancy of the site or any portion thereof by the Owner shall not relieve General Contractor of the responsibility to perform all work required by Contract Documents but not completed at the time of occupancy.

1.9 PROJECT COORDINATION AND COORDINATION DRAWINGS

- A. Coordination: General Contractor shall be fully responsible for coordinating all trades, coordinating construction sequences and schedules, and coordinating the actual installed location and interface of all work.
- B. Sequence and Scheduling of Work: Schedule, deliver and install items of work in the optimum sequence to ensure the complete and correct interface of all work, to avoid cutting and patching and to avoid damage to finished work.
- C. Coordinate Modifications to the Work: Fully coordinate all modifications to the work including without limitation: 1) changes which affect Contract Price, 2) changes which do not affect Contract Price, 3) substitutions, 4) Contractor's selection when given optional choices, and 5) other modifications and changes. Coordinate and provide all other work required to implement the modification at no additional cost to Owner.

1.10 PROJECT ENVIRONMENTAL CONTROLS

- A. Regular clean-up: Daily clean-up of all waste, remove from site regularly, and legally dispose of offsite. Keep premises clean, neat, orderly and safe with proper working conditions at all times. Frequency of waste removal shall be as approved by the Owner and authorities having jurisdiction.
 - 1. Adjacent Areas: Keep adjacent areas, neighboring properties, streets, public ways, and all areas clean, safe, and free of construction debris and dirt including wind-blown debris. Comply with local ordinances and requirements of authorities having jurisdiction.
 - 2. Trucking: Do not over load trucks and dumpsters. Cover open trucks and dumpsters to control wind-blown dust and debris.
 - 3. Dust Control: Make effective efforts to control dust. Wet travel areas, debris stockpiles, and other work to control dust. Do not create ice hazards in cold weather. Cover stockpiles with weighted tarpaulins. Stop operations which cause objectionable dust until effective dust control procedures are established. Provide protective covering of interior areas used to cut tile isolating the dust to a single location and not so to affect the safety and welfare of the occupants. Clean this area daily and keep any sharp cutoffs away from inhabitants.

1.11 CONSTRUCTION DOCUMENTS

- A. The Contractor shall be entitled to receive, without additional charge, five (5) complete sets of the Contract Documents, including Drawings and Specifications, for use during the construction period. These copies shall be in addition to those furnished for bidding purposes.
- B. The two (2) sets required for Record Drawings are not included in the above sets to be furnished by the Owner.
- C. Extra sets returned by bidders and not required for other purposes, as determined by the Architect, will be made available to Contractor for the Work.
- D. All other copies of the Contract Documents required by the Contractor for use during the construction period shall be purchased and paid for by the party requiring the same. The Architect will furnish approximate costs of such additional copies and will transmit originals to local printing companies with whom he regularly does business, but will not receive bills for such printing through his account. All negotiations for such printing shall be between the Contractor and the Printer.

1.12 PROJECT SUPERINTENDENT

- A. The Contractor shall employ an experienced, full time, licensed Project Superintendent to provide supervision and management on site whenever work is in progress, except for reasonable absences such as personal vacation or illness. The Contractor is required to have a Forbo Certified Master Mechanic on site at all times during the entire construction project.

- B. Owner Approval: Employ a Project Superintendent approved by the Owner. Do not reassign or replace the superintendent during the project without the Owner's consent. Reassignment or replacement of the superintendent without the Owner's consent shall be a breach of the Contract. The Owner's consent shall not be unreasonably withheld.
- C. Reassignment and/or Replacement: If requested by the Owner, the Contractor shall remove and replace the Project Superintendent with no change to the Contract.

1.13 WORKER CONDUCT, APPEARANCE AND RULES

- A. Worker Conduct, Appearance and Rules: Because this project is within an occupied school, the conduct of each worker at the job site is of paramount importance. The Owner reserves the right to require any worker to be banished from the Owner's property.
 - 1. Privacy: Conduct all work of the Contract shall be accomplished with the maximum effort to maintain the privacy of the Owner's operations, staff and students. Do not permit workers to peer into areas outside of the immediate work area and of the existing building visible from the work area. Invasion of privacy is a major infraction of the work rules.
 - 2. General Conduct and Demeanor: All construction workers shall treat the Owner's staff, students and the public professionally with respect and courtesy. Appropriate work attire is required. Foul language and loud conduct are prohibited.
 - 3. Radios and Television: The use of entertainment devices including personal devices with headphones or earphones is strictly prohibited at all times. Control the volume of communication radios and loudspeakers to avoid creating a nuisance.
 - 4. Smoking: Smoking is strictly prohibited on school property.
 - 5. Sexual Harassment: All forms of physical and verbal sexual harassment including, without limitation; touching, whistling, sexually explicit stories, jokes, drawings, photos, and representations; exhibitionism; and all other sexually oriented offensive behavior is strictly prohibited and is a major infraction of the work rules.
 - 6. Student Contact: Except for necessary warnings and safety related instructions, construction personnel are strictly prohibited from having any direct or indirect contact with students including, without limitation; verbal or written communication, touching, staring, whistling, howling, and any other action or behavior which makes a student uncomfortable or which could be interpreted by the student as harassment. A violation of this type may be considered, on a case-by-case basis, as a major infraction of the work rules.
 - 7. Warnings and Dismissals: For minor infractions of the rules, the Owner may issue a warning. Only one warning will be allowed per worker from the Owner's property. For major infractions of the work rules, the worker shall be dismissed immediately without prior warning and possibly subject to criminal prosecution.
 - 8. Recommendation: The Owner recommends that the Contractor notify each worker of the work rules in writing and obtain signed acknowledgement of the worker's understanding of the work rules as a condition of employment on this project.
 - 9. Identification: Install project identification and other signs in locations approved by Owner to inform the public and persons seeking entrance to Project. All persons working on the premises will wear photo id name tags at all times and will sign in with the administration desk located in the main entry of the school at the beginning of each work day.

10. All workers on school property are required to have a Waltham Public School Department issued CORI form processed. The Waltham Public School Department, through the Superintendent's Office, will process all CORI forms. All on-site workers are personally required to visit (in person) the Superintendent's Office, 781-314-5400, with a driver's license or government issued identification upon issuance of contract. All fees are to be borne by the City of Waltham School Department. No on-site worker will be allowed to work on the project without first completing this CORI form and it is completely processed.

1.14 MAINTAIN OWNER OCCUPANCY REQUIREMENTS

- A. Maintain Owner Occupancy: Maintain the Owner's occupancy throughout the Contract.
 1. Perform work of the Contract with the least disturbance to the Owner's normal operations.
 2. Do not interfere with the Owner's normal business.
 3. Perform work of the Contract without damage to or loss of the Owner's property.
 4. Avoid creating a nuisance.
 5. Minimize disturbance to building occupants.
- B. Conflicts: Coordinate Contract operations with the Owner to avoid conflicts. In all cases of conflict, the Owner's operations and business shall have priority.
- C. Temporary Suspension or Relocation of Work to Accommodate Owner: The Owner will direct its' personnel to communicate with the Contractor through the Architect. In the event of an emergency or other urgent need, the Owner's personnel may communicate with the Contractor directly.
 1. If any of the Owner's personnel request the work to stop in any area for any reason, immediately contact the Architect and request direction.
 2. If the Architect cannot be reached immediately, stop the offending work in that area and continue with non-offending work or relocate work to other areas to avoid project delays.
 3. Since this accommodation of the Owner's needs and operations is inherently part of the Contract and inherently required to avoid conflict with the Owner's operations, no additional payments or change in the Contract Amount will be paid for this type of accommodation of the Owner's needs.
- D. Work Limits: Restrict Contract related materials, debris, equipment, personnel, temporary facilities, and operations to within "work limits" indicated or approved by the Owner. The "work limits" approved by the Owner define the demarcation between Contractor operations and Owner operations. The "work limits" do not change the requirements of the contract that may include work outside the "work limits." Adequate barriers and signage shall be maintained at all times during the work day and after hours.
- E. Utilities, Services and Interruptions: Do not interrupt any services, utilities, or facilities serving Owner occupied areas in the existing school. Protect and maintain all utilities and services serving the Owner occupied areas including, without limitation, power, water, fire protection, alarms and communications.
 1. Switches and Breakers: Do not turn any switches, breakers, or equipment "on" or "off" without fully understanding the consequences and without first obtaining the Owner's written approval.

2. Contractor's Responsibility: Be responsible for all damage and injury resulting from work on or near utilities and services, and all costs to restore and repair utilities and all costs for temporary replacement utilities.
- F. Contractor Circulation Routes: Restrict Contract related traffic and circulation only to site entrances, building entrances, and circulation paths pre-approved by Owner.
- G. Owner's Equipment: Do not use any equipment belonging to the Owner. If the Contractor or any Sub-contractor uses the Owner's equipment with or without the Owner's permission, the Contractor shall indemnify and hold the Owner harmless for damages or losses which the Owner may suffer due to any damage or injury, including death, to any person or to any property, sustained or alleged to have been sustained. The term "damages or losses" shall include all awards, court costs, litigation expenses, attorney's fees, and other costs in connection with the damage or losses. The agreement to indemnify the Owner shall survive termination of the Owner-Contractor Agreement for Construction.
- H. Noise and Exhaust Fumes from Vehicles, Engines, Machines, and Equipment: Do not operate any vehicle, machinery, equipment, or engine less than 50 feet from the nearest Owner occupied area, except where specific prior written permission has been obtained from the Owner or Architect.
1. To the greatest extent possible, position vehicles, machines, equipment, and engines so the engine exhaust is directed away from the Owner occupied areas.
 2. Use only vehicles, machines, equipment, and engines with acoustically insulated metal covers over noise producing components.
 3. For stationary vehicles, machinery, equipment, or engines, provide temporary sound barrier at least 8 feet high and extending at least 3 feet beyond the horizontal limits of the noise producing source (minimum 8 feet horizontal width) to help direct sound away from Owner occupied areas. Make the sound barrier larger as needed. Effectively interrupt all direct lines of sight from the noise source to the Owner occupied areas.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01010

SECTION 01027 – APPLICATIONS FOR PAYMENT

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. Include GENERAL CONDITIONS as part of this Section
- B. Examine all other Sections of the Specifications for requirements that affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with trades affecting, or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under the Contract.

1.2 SECTION INCLUDES

- A. Procedures for preparation of submittal of Applications for Payment.

1.3 RELATED SECTIONS

- A. Document 0700: GENERAL CONDITIONS CONTRACT FOR CONSTRUCTION: Progress payments, retainages, and times for submittals and final payment.
- B. Document 01300: SUBMITTALS: Submittal procedures and Schedule of Values.
- C. Section 01700: CLOSEOUT PROCEDURES

1.4 APPLICATION FOR PAYMENT

- A. Schedule of Values: Within ten (10) calendar days after contract award and no less than fifteen working days prior to the first application for payment, prepare and submit a detailed Schedule of Values and Cash Flow Schedule to coordinate with the Application for Payment breakdown. Provide information required in format acceptable to the Architect, in both hardcopy and electronic format (the electronic format shall be in the latest version of Microsoft Excel or other format acceptable to both parties). Provide additional breakdowns and substantiation for costs as requested by the Owner or Architect. List each major item of work and all minor items as additionally requested by the Architect, showing quantities and unit values. Provide a separate page for each major item of work generally following the specification section breakdown, and one page summary sheet for the entire project. Provide support data to substantiate the accuracy of the submitted information. Do not change the Schedule of Values without written permission from the Architect.
- B. Cash Flow Schedule: The Contractor shall provide a Cash Flow Schedule projecting the Contractor's anticipated total monthly requisitions for each month of the project

from start to Substantial Completion. Update and reissue the Cash Flow Schedule in coordination with each monthly Application for Payment.

- C. Submit Application for Payment to the Architect in accordance with the schedule established in the General Conditions Contract for Construction.
- D. Submit itemized application typed on AIA Document G702, "Application and Certificate for Payment," and Continuation Sheet G703 or on other forms approved by the Architect.
- E. Line items and dollar values shall be from the Schedule of Values accepted by the Architect.
- F. Include all trades and amounts for Sub-contractors.
- G. Overhead and profit shall be a separate line item each month for the Contractor on its' G703 sheets.

1.5 PREPARATION OF APPLICATION

- A. Application Form:
 - 1. Fill in required information, including that for Change Orders executed prior to the date of submittal of application. List each authorized Change Order as an extension on the continuation sheet, listing Change Order number and dollar amount as for an original item of work.
 - 2. Fill in summary of dollar values to agree with the respective totals indicated on the Continuation Sheets.
 - 3. Execute certification with the signature of an authorized officer of the Contractor's firm.
- B. Continuation Sheets:
 - 1. Fill in total list of all scheduled component items of work, with item number and the scheduled dollar value for each item.
 - 2. Fill in the dollar value in each column for each scheduled line item when work has been performed or products stored as approved. Round off values to the nearest dollar, unless otherwise specified for the schedule of values.
 - 3. List each Change Order executed prior to the date of submission, at the end of the Continuation Sheets. List by Change Order Number, description, and breakdown of costs as for an original component item of work.
- C. Progress Payment Application Attachments: The application shall not be deemed complete and shall be returned to the Contractor if not accompanied by the following: Progress Schedule, current Schedule of Values, Cash Flow Schedule, Certificate to all Sub-contractors per MGL C30, Section 39F.
- D. Additional First Payment Application Requirement:
 - 1. List of Sub-contractors, Suppliers, and Fabricators including name, address and telephone numbers of responsible parties.
 - 2. Final Schedule of Values and Cash Flow Schedules.
 - 3. Progress Schedule

4. Complete, detailed Submittal schedule keyed into Project Schedule.
 5. List of Contractor's Key project personnel including names, home addresses, and home telephone numbers.
 6. Copies of Permits and all other communications from authorities having jurisdiction.
 7. Closeout Schedule – Complete all required detail.
- E. Additional Final Payment Application Requirements: Before final payment application, provide complete Project Closeout requirements as listed under Project Closeout Procedures.

1.6 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

- A. When substantiating data is required, Contractor shall submit information as specified in Section 01300, SUBMITTALS, with a cover letter identifying:
1. Project
 2. Application number and date
 3. Detailed list of enclosures
- B. For products stored off-site, provide:
1. Item number and identification as shown on application
 2. Description of specific material
 3. Insurance certificate and transfer of title
 4. Right of Entry
- C. Submit one copy of data and cover letter for each copy of application.

1.7 APPLICATION FOR FINAL PAYMENT

- A. Fill in application form as specified for progress payments.
- B. Use continuation Sheets for presenting the final statement of accounting.

1.8 SUBMITTAL PROCEDURE

- A. Submit five (5) copies originally signed, complete with corporate seal, of Applications for Payment to the Architect at the times stipulated in the Agreement.
- B. Submit under transmittal letter as specified in SUBMITTALS Section.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01027

SECTION 01040 – COORDINATION

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. Include GENERAL CONDITIONS as part of this Section
- B. Examine all other Sections of the Specifications for requirements that affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with trades affecting, or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under the Contract.

1.2 SECTION INCLUDES

- A. Coordination of elements of the Work
- B. Coordination of Contract Closeout

1.3 RELATED SECTIONS

- A. Section 01010 – PROJECT PROCEDURES
- B. Section 01200 – PROJECT MEETINGS: Preconstruction conferences & progress meetings.
- C. Section 01600 – MATERIAL AND EQUIPMENT: Product options and substitutions.
- D. Section 01700 – CONTRACT CLOSEOUT: Closeout submittals.
- E. Section 01300 – SUBMITTALS: Submittal procedures.

1.4 COORDINATION REQUIREMENTS

- A. The General Contractor shall coordinate with Architect scheduling, submittals, and work of the various sections of the specifications with Sub-contractors to assure efficient and orderly sequence of installation of construction elements, with provisions for accommodating items to be installed later.
- B. Coordinate sequence of work to accommodate Owner occupancy as specified in Section 01010, PROJECT PROCEDURES.
- C. Refer to GENERAL CONDITIONS for additional coordination requirements.
- D. Meetings: In addition to progress meetings specified in Section 01200, hold coordination meetings and pre-installation conferences with personnel and Sub-contractors to assure coordination of work. Architect will be invited to all coordination meetings, and shall be notified a minimum of 24 hours in advance. The Contractor shall keep written meeting minutes and will provide copies to the Architect on a weekly basis.

1.5 COORDINATION OF SUBMITTALS

- A. The General Contractor shall schedule and coordinate submittals specified in Section 01300, SUBMITTALS.
- B. The General Contractor shall coordinate the work of various Section having interdependent responsibilities.
- C. The General Contractor shall coordinate requests for substitutions to assure compatibility of specifications, of operating elements, and effect on space requirements and work of other Sections.

1.6 COORDINATION OF ELEMENTS OF THE WORK

- A. Before commencing any work, the General Contractor shall prepare and submit a sequence of operations for all work under this Contract as stipulated in Section 01300, and submittals for approval by Architect.
- B. If, in the judgment of the Architect, continued work under the approved sequence of operations may interfere with the progress of the Work, the Architect may direct the General Contractor to accelerate, interrupt, or cease work at particular points. The General Contractor shall make reasonable changes in the sequence of operations to accommodate these directions at no additional cost to the Owner.
- C. The General Contractor shall give his personal supervision to the Work or have a competent superintendent on the Work at all times during the progress of the Work to assure the proper coordination and expediting of the Work.
- D. The General Contractor shall lay out the Work, and be responsible for all lines, elevations, and measurements of the building and other work executed under the Contract. He shall exercise proper precaution to verify the dimensions shown on the Drawings before laying out the Work and will be held responsible for any error resulting from his failure to exercise such precaution.
- E. The General Contractor shall be in charge of the entire Work and shall be responsible for the prompt coordination of all trades, including his own forces and his Subcontractors, as well as the Owner's separate Contractors if they are on the job during the Contractor's operations, and become fully familiar with all work required under the Contract.
- F. The General Contractor's responsibility for the coordination of all work under the Contract shall be complete, and shall extend to all modifications in the Work, whether or not such modifications entail a change in the Contract Price. Where the Contract Documents allow an optional material method of performing a portion of the Work, or where the General Contractor is ultimately allowed or directed to perform a part of the Work using a substitute material or method, the General Contractor shall provide all other coordination and additional work that such change necessitates, without any additional cost to the Owner.

1.7 COORDINATION OF CONTRACT CLOSEOUT

- A. The General Contractor shall coordinate the completion of the work of separate Sub-contractors in preparation for Substantial Completion.
- B. After Owner occupancy of premises, coordinate access to the site by various Sub-contractors for correction of defective or unfinished work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.
- C. Assemble and coordinate submittals specified in Section 01700, RECORD DOCUMENTS AND CONTRACT CLOSEOUTS.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01040

SECTION 01100 - SUMMARY

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS:

- A. Examine the GENERAL CONDITIONS for additional requirements which will affect this Section whether or not specifically mentioned in this Section.
- B. Examine all other Sections of the Specifications for requirements that affect work of this Section whether or not specifically mentioned in this Section.
- C. Coordinate work with trades affecting, or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under the Contract.

1.2 SUMMARY OF WORK

- A. Project Identification: As follows:

- 1. Project: **McDEVITT MIDDLE SCHOOL FLOOR REPLACEMENT, PHASE II**
- 2. Owner: **Waltham School Department
City of Waltham
617 Lexington Street
Waltham, MA 02452**

- B. Contract Documents, dated April 30, 2012, were prepared by JFF Design, Architects, 24 Warwick Avenue, Waltham, MA 02452, (781) 899-6908.
- C. The Work consists of the complete removal of the existing vinyl composition tile, surface preparation inclusive of fractured type compound as required and installation of new sheet linoleum flooring within the first and second floor areas of the original building and work to the extent and as delineated and as described in the Contract Documents.

1.3 WORK RESTRICTIONS

- A. Contractor's Use of Premises: During construction, Contractor shall have limited use of building as indicated. Contractor's use of premises is limited to the area of the work and access to the area of work.
- B. Work to be performed around the normal school hours, summer school and weekend building use schedules. Work to be performed during school summer hours until August 30, 2012. Normal Monday – Friday work hours are assumed and additional cost will not be authorized for outside normal working hours of 7 AM – 5 PM or considered. Contractor shall maintain a minimum of two paths of egress from all intersecting spaces and corridors. The actual paths of egress shall be coordinated in the field with the Architect and Facilities Manager prior to the commencement of work in any given area. The Contractor will coordinate these areas with the School Administration, Facilities Manager and Architect. If work continues beyond the start of school, August 31, 2012; the Contractor will coordinate working time with the Owner and outside of normal school hours. If work is to continue beyond August 31, 2012; school vacation time will be considered the next viable time to complete work due to product setting time and remobilizing of furniture and equipment.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01100

SECTION 01200 – PROJECT MEETINGS

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. Include GENERAL CONDITIONS as part of this Section
- B. Examine all other Sections of the Specifications for requirements that affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with trades affecting, or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under the Contract.

1.2 SECTION INCLUDES

- A. Pre-construction meeting.
- B. Administration of progress meetings

1.3 RELATED SECTIONS

- A. Section 01040 – COORDINATION: Coordination of elements of the Work.
- B. Section 01300 – SUBMITTALS: Progress Schedules; Progress Reports; Schedule of Values.

1.4 MEETINGS

- A. The Architect will schedule pre-construction organizational meetings, periodic project meetings, specially called meetings throughout the progress of the Work, and post-construction meetings.
- B. All of these meetings shall be attended by the representatives of the Owner, General Contractor and Architect. Consultants and Sub-contractors shall attend only if requested by the Architect.

1.5 PRE-CONSTRUCTION ORGANIZATIONAL MEETINGS

- A. Immediately following award of Contract, the Architect will call one or more preliminary organizational meetings during which detailed procedures will be worked out for submission and review of Shop Drawings and samples, format and extent of the construction schedule and schedule of values, format and methods for progress payment requirements, channels of communication between the Architect and General Contractor's personnel, and other routines to be followed during construction.

1.6 PROJECT MEETINGS

- A. The Architect will call together, not less than twice each month and at other reasonable times, representatives of the Owner, General Contractor and Architect, to meet at the site to report on the condition of the work under their charge, or on any other matters pertinent to the conduct of the Work. Sub-contractors shall attend such meetings at the request of the Architect.
- B. The Architect will take the minutes of such meetings and distribute copies to the Owner and General Contractor. The General Contractor shall distribute the meeting notes to all Sub-contractors.
- C. The Contractor shall be represented by a principal, project manager, general superintendent or other authorized representative, as well as the Contractor's own superintendent. Such representatives shall be empowered to make binding commitments on all matters to be discussed at such meetings including costs, payments, Change Orders, time schedules and manpower. Any notices required under the Contract may be served on such representatives at these meetings.
- D. The General Contractor shall furnish the Architect, in writing, the names, addresses, and telephone numbers of General Contractor's and principal Sub-contractor's personnel to be contacted in the event of an after-hours emergency at the site. The General Contractor shall also maintain a similar list readily visible from the outside of the field office.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01200

SECTION 01300 – SUBMITTALS

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. Include GENERAL CONDITIONS as part of this Section
- B. Examine all other Sections of the Specifications for requirements that affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with trades affecting, or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under the Contract.

1.2 SECTION INCLUDES

- A. Construction Progress Schedule
- B. Shop Drawings, Product Data and Samples
- C. Schedule of Values
- D. Certificates of Compliance

1.3 RELATED SECTIONS

- A. Section 01010 – PROJECT PROCEDURES
- B. Section 01027 – APPLICATIONS FOR PAYMENT
- C. Section 01700 – RECORD DOCUMENTS AND CONTRACT CLOSEOUTS

1.4 CONSTRUCTION PROGRESS SCHEDULE

- A. Within five (5) days after execution of the Contract, the Contractor shall submit to the Owner through the Architect, a draft of the Baseline Project Schedule. This Baseline Schedule shall be in the form of a Horizontal Bar Chart designed to indicate the rate of progress and the necessary dates of all significant events which will insure Substantial Completion of the Work within the time specified.
- B. The Baseline Project Schedule shall be presented in a form acceptable to the Architect and subject to his approval. The Schedule shall be brought up to date no less often than once each month by the same personnel or firm that prepared the original. Receipt of the updated Schedule shall be a condition prerequisite to the Architect's approval of application for monthly payment.
- C. Distribution: Provide three (3) copies of each schedule to the Architect. Provide additional copies on a need-to-know basis to Sub-contractors and others. At least one (1) copy shall be available in the field office. Each update shall be similarly distributed.
- D. All work in establishing and maintain the Baseline Project Schedule shall be paid for by the Contractor and shall be included in the Contract Sum.

1.5 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. Submit Shop Drawings, product data and samples for all items as required by the specifications and as directed by Architect. See GENERAL CONDITIONS for additional requirements.
- B. Schedule: The General Contractor, within five (5) days after signing the Contract, shall prepare and submit for the Architect's approval a schedule of Shop Drawings, product data and samples required to be submitted for the Work. The schedule shall indicate

by trade the date by which final approval of each item must be obtained for each phase, and shall be revised as required by conditions of the Work, subject to Architect's approval. The schedule shall allow a minimum of twenty-one (21) days after Architect's receipt of documents for the Architect's review of each submission or re-submission, including consultant's review, plus an allowance for receipt of submittals by the Architect and subsequent distribution by the General Contractor. The General Contractor is required to adhere strictly to the established schedule dates.

- C. Notes or other information on the Shop Drawings, labels, transmittals or other items submitted which are contrary to provisions of the Contract Documents shall be deemed to be addressed to the General Contractor, applicable Sub-contractor, material men or other parties involved, and shall have no force or effect with respect to this Contract, even though the Shop Drawing or sample involved is approved by the Architect. In particular the terms "By Others," "NIC," or words of similar meaning and import on submissions shall not be deemed to imply that the referenced items are to be omitted from this Contract.
- D. Substitutions: All proposed substitutions shall be accompanied by the attached "Substitution Request Form" on which the Contractor shall state that:
 - 1. The proposed substitution does not affect dimensions indicated on Drawings.
 - 2. The Contractor making the requires for the substitution shall pay the costs of changes to the building design, including engineering design, detailing and all additional construction costs, and submittal review costs caused by the requested substitution.
 - 3. The proposed substitution will have no adverse affect on other trades, the construction schedule, or specified warranty requirements.
 - 4. Maintenance and service parts are locally available for the proposed substitution.
 - 5. The function, appearance and the quality of the proposed substitution are equal or superior to the specified item.
 - 6. Once the substitution is accepted by the Architect, a formal submittal must be forwarded as outlined in paragraph 1.06.
- E. Certificate of Compliance: The General Contractor shall submit certificates of compliance along with the associated Shop Drawings, product data and samples required for each product. Submit one copy of each certificate on 8 ½" x 11" white paper. The Architect will retain the certificate of compliance; no approval reply is intended.

1.6 SHOP DRAWINGS AND PRODUCT DATA

- A. To receive consideration by the Architect, Shop Drawings and product data shall be accompanied by a letter of transmittal and each shall contain the following information:
 - 1. Product identification
 - 2. Architect's name
 - 3. Date of preparation of submission, and of revision if applicable
 - 4. Shop Drawing number and title of item the drawing refers to
 - 5. Architect's drawing numbers and specifications paragraph number used as a reference in preparing shop drawings
 - 6. Contractor's and Sub-contractor's name
 - 7. Names of person or firm preparing drawings
 - 8. Statement or stamp of approval by the General Contractor, which shall signify that he has seen and examined the drawing and that requirements of the General Conditions have been complied with.

- B. Shop Drawings and product data relating to various units comprising a proposed assembly shall be submitted simultaneously so that said units may be checked individually and as an assembly.
- C. Shop Drawings and product data shall be submitted to the Architect through the General Contractor. Drawings or product data submitted directly from Sub-contractors, manufacturers or vendors, or directly to the Architect's consultants, will be returned to the Contractor without action unless prior approval is rendered by the Architect in an effort to streamline the approval process. In such case, Shop Drawings submitted in this manner will include a separate copy submitted to the Architect for his concurrent review.

1.7 PRODUCT DATA

- A. Submit five (5) copies each of standard manufactured items in the form of manufacturer's product data (catalog sheets), showing illustrated cuts of the items to be furnished, scale details, sizes, dimensions, performance characteristics, capacities, and other pertinent information, accompanied by an appropriate transmittal form with specific reference to the applicable paragraph in the Specifications. Such sheets will be marked either "Accepted" or "Rejected", and two copies of each will be returned to the General Contractor. Rejected submittals shall be re-submitted in the same manner until acceptance is obtained.
- B. Indicate clearly on such printed matter which of several items is being submitted for approval.
- C. If catalog cuts of standard manufactured items show different types, options, finishes, performance requirements, and other variations, those features that the Contractor proposes to furnish shall be clearly circled or otherwise indicated, and all irrelevant diagrams, notes, or other information deleted or canceled. If any variations from the catalog description are proposed or required, such variations shall be clearly noted on the cut by the Contractor. Catalog cuts of wiring diagrams will not be acceptable.
- D. Patterns and Colors: The General Contractor shall submit accurate color charts and pattern charts to the Architect for his review and selection whenever a choice of color or pattern of a product is indicated in the Contract Documents.

1.8 SHOP DRAWINGS

- A. Each Drawing and print shall have a clear space approximately 8 square inches as an additional border on the right side or bottom of the transparency for stamps and Architect's comments.
- B. The Architect will annotate the transparency and indicate one of the following marks as applicable
REJECTED
REVISE – RESUBMIT
ACCEPTED AS NOTED
ACCEPTED
- C. For Drawings marked "Rejected," or "Revise – Resubmit," the Architect will keep one print. Such prints shall be used for record purposes and for comparison with subsequent re-submissions. One print will be retained by the Architect, one print will be issued to the Owner and the transparency and any remaining prints will be returned to the General Contractor.

- D. Drawings marked "Accepted as Noted," shall be treated as approved Drawings. The Architect's comments shall be considered part of the original Drawings. Should the Contractor disagree with such comments, he shall so notify the Architect in writing within fourteen (14) days after receipt of such Drawings and before commencing work on the items in question. Failing this, the Contractor shall be deemed to have accepted full responsibility for implementing such comments at no additional cost to the Owner.
- E. For Drawings marked "Accepted" or "Accepted as Noted," the Architect will keep one print, one print will be furnished to the Owner and one print will be furnished to the applicable consultants, if any. The transparency and any remaining prints will be returned to the General Contractor.
- F. Shop Drawings shall clearly indicate all details, sectional view, arrangement, working and erection dimensions, kinds and quality of materials and their finishes, and other information necessary for proper checking and for fabrication and installation of the items, and shall include all information required for making connections to other work.
- G. If any information on previously submitted Shop Drawings, aside from notations made by the Architect, is revised in any way, such revision shall be circled or otherwise graphically brought to the Architect's attention. If approved Drawings are subsequently revised, they shall be re-submitted to the Architect with all revisions clearly marked for the Architect's attention. Whenever Drawings are revised, the latest revision shall be circled or otherwise indicated to distinguish it clearly from all previous revisions (and from the information on the original Drawing).
- H. Should the Architect, in checking Shop Drawings, make changes which the Contractor deems will increase the Contract Price, the General Contractor shall so inform the Architect in writing within fourteen (14) days following receipt of the checked shop drawings and prior to starting fabrication of the item or items. Failing this, the Contractor shall be deemed to have waived all claims for extra compensation for the work involved.
- I. The General Contractor shall be responsible for obtaining and distributing copies of approved Shop Drawings to his Sub-contractors and material suppliers needing such information, at no additional cost to the Owner.
- J. The General Contractor shall keep on the site, in good order, a complete up-to-date set of all approved Shop Drawings.

1.9 SAMPLES

- A. Before submitting samples, consult with Architect to verify that samples will be required and to determine whether samples are to be submitted to Architect's office, field or other location.
- B. Samples shall be submitted in triplicate, unless otherwise specified or directed by the Architect.
- C. Samples may be submitted to Architect directly from manufacturers, vendors, suppliers, Sub-contractors, or others, but a separate transmittal letter shall be submitted through the General Contractor in each such case.
- D. Approved samples of major or expensive items or assemblies, if in good condition and meeting all requirements of the Contract, may be properly marked for identification and used in the Work, provided that all shipping and handling charges are paid by the Contractor.

- E. Each sample shall have a label indicating the material represented, its place of origin, and the names of the producer, the Architect, the General Contractor, the Sub-contractor and the building or Work for which the material is intended. Samples shall be marked to indicate the Drawing numbers or specification paragraph requiring the material represented.
- F. Approval of samples for color, texture and other aesthetic qualities shall not be construed as approval of other characteristics.
- G. Field Samples: Provide field samples of finishes at site as required by individual specification Sections. Install sample compete and finished. Acceptable samples in place may be retained in completed Work.

1.10 SCHEDULE OF VALUES

- A. Information Required:
 - 1. Submit Schedule of Values in accordance with the requirements of the General Conditions and as further specified herein.
 - 2. The value of each line item shall represent the value of work associated with such item.
 - 3. In preparing the Schedule, each sub-division of classification of the Work shall be identified by code number referring to each individual Section (or Sub-Section where applicable) of the Specifications.
 - 4. Attached to the Schedule of Values shall be a list of the names, addresses (and whether individual, partnership or corporation) of each Sub-contractor or Sub-Subcontractor who is to perform all or any part of each sub-division. In the event any Sub-contractors, of Sub-Subcontractors, are not known at the time said schedule is prepared, an amended or supplementary list containing the names of the Sub-contractors and Sub-Subcontractors involved and indicating their division of the Work shall be furnished to the Architect as soon as the information is available. A code number for identification on requisitions shall be used to identify the Contractor, each of the Sub-contractors and subordinate Sub-contractors, and shall be shown in each requisition where any part of the Work performed by the Contractor, such Sub-contractor, Sub-Subcontractors or material suppliers is incorporated in the amount of the requisition for which payment is requested.
 - 5. The Schedule of Values shall be arranged in vertical columns identified with titles, including Names of Items, Original Amounts, Percent Completed to Date; Previous Payments; Current Requests; Balance Not yet Requested and Retained Amounts. A summary of the total amount due to date and the amount of the five percent retained shall be included in the statement which shall be signed by the General Contractor. A separate sheet shall be included with each requisition showing status of work covered by approved Change Orders. The schedule shall be revised if later found by the Architect to be inaccurate.
 - 6. Submit to the Owner such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning Work performed or to be performed un this Contract.
- B. Schedule Requirements: The General Contractor shall:
 - 1. Submit to the Architect two copies of the Schedule of Values within 5 days of receipt of Notice to Proceed.
 - 2. Upon request by the Architect, support values given with data that will substantiate their correctness.

3. Submit quantities of designated materials for materials stored on which payment is expected to be made.
 4. Use Schedule of Values only as basis for Contractor's Application for Payment.
- C. Form of Submittal:
1. Submit typewritten Schedule of Values on 8 ½" x 11" white paper.
 2. Use Table of Contents of the Project Manual as basis for format for listing costs of work and identify each line with number and title of Section.
- D. Preparing Schedules of Values:
1. Itemize separate line item cost for each of the following general cost items:
 - a. Performance and Payment Bonds.
 - b. Field supervision and layout.
 - c. Construction facilities and temporary controls.
 - d. Temporary Improvements and Continuity of Services
 2. Itemize separate line item cost for work required by each Section of the Specifications. Sections shall be further subdivided into separate line items under each section as required by the Architect.
 3. Break down installed costs into:
 - a. Delivered cost of product.
 - b. Total installed cost, with overhead and profit.
 - c. Note: The Owner is tax exempt for all materials incorporated into the construction.
 4. For each line item which has installed value of more than \$10,000.00, break down costs to list major products or operations under each item.
 5. Make sum of total costs of all items listed in schedule equal to total Contract Sum.
- E. Review and Re-submittal: After review by Architect, revise and re-submit schedules as required. Re-submit revised schedules in the same manner.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01300

SECTION 01400 – QUALITY CONTROL

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. Include GENERAL CONDITIONS as part of this Section
- B. Examine all other Sections of the Specifications for requirements that affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with trades affecting, or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under the Contract.

1.2 SECTION INCLUDES

- A. Administrative and procedural requirements for quality control services.
- B. Assignment of responsibilities.
- C. Required submittals

1.3 RELATED SECTIONS

- A. Section 01300 - SUBMITTALS
- B. Section 01040 - COORDINATION

1.4 SCOPE OF SERVICES

- A. Quality control services include inspections, tests and related actions, including reports, performed by independent agencies, governing authorities, and the General Contractor. They do not include Contract enforcement activities performed by the Architect.
- B. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve the General Contractor of responsibility for compliance with Contract Document requirements.
- C. Requirements of this Section relate to customized fabrication and installation procedures, not production of standard products.
- D. Specific quality control requirements for individual construction activities are specified in the Sections that specify those activities. Those requirements, including inspections and tests, cover production of standard product as well as customized fabrication and installation procedures.
- E. Inspections, tests and related actions specified are not intended to limit the General Contractor's quality control procedures that facilitate compliance with Contract Document requirements.
- F. Requirements for General Contractor to provide quality control services required by the Architect, Owner or authorities having jurisdiction shall not be limited by provisions of this Section.

1.5 GENERAL CONTRACTOR'S RESPONSIBILITIES

- A. The General Contractor shall provide inspections, tests and similar quality control services specified in individual specification Sections and those required by governing authorities, except where they are specifically indicated to be the work of another identified entity and not by the General Contractor.

- B. Costs for such quality control services shall be included in the Contract Sum.
- C. The General Contractor shall employ and pay an independent agency to perform specified quality control services.
- D. The Owner will engage and pay for the services of an independent agency to perform inspections and tests specified as the Owner's Quality Control Services. Where the Owner has engaged a testing agency or other entity for testing and inspection of a part of the Work and the General Contractor is also required to engage an entity for the same or related element, the General Contractor shall not employ the entity engaged by the Owner, unless otherwise agreed in writing with the Owner.
- E. Re-testing: The General Contractor is responsible for re-testing where results of required inspections, tests or similar services prove unsatisfactory and do not indicate compliance with Contract Document requirements, regardless of whether the original test was the General Contractor's responsibility.
- F. Cost of re-testing construction revised or replaced by the General Contractor is the General Contractor's responsibility where required tests were performed on original construction.
- G. Testing required by the Owner to analyze or to confirm the quality or conformance of materials, assemblies or sub-assemblies to the specifications are the responsibility of the Owner and will be paid for by the Owner so long as it is found the materials, assemblies, or sub-assemblies meet or exceed the requirements of the specification. If any of these are found to be deficient, the General Contractor will be responsible for the costs of testing and re-testing as well as repairing and/or replacing the Work found to be deficient.

1.6 ASSOCIATED SERVICES

- A. The General Contractor shall cooperate with all agencies performing required inspections, tests and similar services and shall provide reasonable auxiliary services as required.
- B. Notify the agency sufficiently in advance of operations to permit assignment of personnel. Auxiliary services required of the Contractor include but are not limited to:
 - 1. Providing access to the work and furnishing incidental labor and facilities necessary to facilitate inspections and tests.
 - 2. Taking adequate quantities of representative samples of materials that require testing or assisting the agency in taking samples.
 - 3. Providing facilities for storage and curing of test samples and delivery of samples to testing laboratories.
 - 4. Providing the agency with a preliminary design mix proposed for use for materials mixes that require control by the testing agency.
 - 5. Security and protection of samples and test equipment at the project site.

1.7 OWNER'S QUALITY CONTROL SERVICES

- A. The Owner will provide inspections, tests and similar quality control services specified to be performed by independent agencies, except where such service are specifically indicated as the General Contractor's responsibility, or are provided by another identified entity.
- B. Costs for these services are not included in the Contract Sum.

- C. The Owner will employ and pay for the services of an independent agency, testing laboratory or other qualified firm to perform services which are the Owner's responsibility.
- D. Copies of reports of Owner's testing agency will be provided to the Contractor as required.
- E. Quality control services provided by the Owner are for the benefit of the Owner and shall not relieve the Contractor from compliance with the requirements of the work to be performed as a part of this Contract.

1.8 DUTIES OF THE TESTING AGENCY

- A. The independent testing agency engaged to perform inspections, sampling and testing of materials and construction specified in individual specification Sections shall cooperate with the Architect, Owner and General Contractor in performance of its' duties, and shall provide qualified personnel to perform required inspections and tests.
- B. The agency shall notify the Architect and General Contractor promptly of irregularities or deficiencies observed in the Work during performance of its' services.
- C. 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.
- D. The agency shall not perform any duties of the General Contractor.
- E. The General Contractor is responsible for scheduling times for inspections, tests, taking samples and similar activities.

1.9 SUBMITTALS

- A. The Contractor's independent testing agency shall submit a certified written report of each inspection, test or similar service to the Architect through the General Contractor in duplicate. Submit additional copies of each written report directly to the governing authority, when the Architect so directs.
- B. Report Data: Written reports of each inspection, test or similar service shall include, but not limited to:
 - 1. Date of issue
 - 2. Project title and number
 - 3. Name, address and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making the inspection or test.
 - 6. Designation of the work and test method.
 - 7. Identification of product and specifications section.
 - 8. Complete inspection or test data.
 - 9. Test results and an interpretation of test results.
 - 10. Ambient conditions at the time of sample-taking and testing.
 - 11. Comments or professional opinion as to whether inspected or tested work complies with Contract Document requirements.
 - 12. Name and signature of laboratory inspector.
 - 13. Recommendations on re-testing.

1.10 QUALIFICATIONS FOR CONTRACTOR'S SERVICE AGENCIES

- A. Engage inspection and testing service agencies, including independent testing laboratories, which are prequalified as complying with "Recommended Requirements for In-

dependent Laboratory Qualification” by the American Council of Independent Laboratories, and which specialize in the types of inspections and test to be performed.

- 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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. Upon completion of inspection, testing, sample-taking and similar services for quality control, repair damaged construction and restore substrates and finishes to eliminate deficiencies, including deficiencies in visual qualities of exposed finishes.
- B. Protect construction exposed by or for quality control service activities and protect repaired construction.
- C. Repair and protection is the General Contractor's responsibility, regardless of the assignment of the responsibility for inspection, testing or similar services.

END OF SECTION 01400

SECTION 01500 – CONSTRUCTION FACILITIES AND TEMPORY CONTROLS

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. Include GENERAL CONDITIONS as part of this Section
- B. Examine all other Sections of the Specifications for requirements that affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with trades affecting, or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under the Contract.

1.2 SECTION INCLUDES

- A. Temporary facilities and services.
- B. Temporary enclosures
- C. Hoisting equipment and machinery.
- D. Staging and scaffolding.
- E. Temporary use of elevators.
- F. Maintenance of access
- G. Protection of work, property and the public
- H. Cleaning during construction.
- I. Removal

1.3 RELATED SECTIONS

- A. Section 01010 – PROJECT PROCEDURES
- B. Section 01700 – RECORD DOCUMENTS AND CONTRACT CLOSEOUT: Final cleaning.
- C. Section 01040 – COORDINATION

1.4 TEMPORARY FACILITIES AND SERVICES

- A. General Contractor shall be responsible for arranging and providing temporary facilities and general services as specified herein and as otherwise required for proper and expeditious prosecution of work. Except as otherwise specified, the General Contractor shall pay costs for all temporary facilities and general services until Date of Substantial Completion of the Work established by the Architect and shall remove same at completion of the Work.
- B. All such services and facilities shall comply with applicable Federal, State and Local regulations.
- C. General Contractor shall make all connections to existing services and sources of supply, shall provide all necessary installations, labor, materials and equipment in a manner subject to the approval of the Architect and the Owner, and shall remove temporary installations and conditions when no longer required, and shall restore the services and sources of supply to proper operating condition as approved by the Architect.
- D. Discontinuance of any temporary service prior to the completion of any portions of the Work shall not render the Owner liable for any additional cost resulting therefrom.
- E. Should a change in location of any temporary equipment be necessary in order for the Work to progress properly, General Contractor shall remove and relocate such equipment as required without additional cost to the Owner.

1.5 TEMPORARY ENCLOSURES

- A. The General Contractor shall provide temporary enclosure of interior walls for successive areas of the building as the Work progresses, to provide acceptable working conditions, to provide protection for interior materials, to allow for effective dust control and to prevent entry of unauthorized persons.
- B. Relocate temporary enclosures as required by the progress of construction or work requirements, and to accommodate legitimate requirement of Owner and Sub-contractors
- C. Completely remove temporary materials, equipment and services when construction needs can be met by use of permanent construction without probable damage or at Substantial Completion of the Project.

1.6 HOISTING

- A. Unless otherwise specified as the work of a particular Section, all hoisting equipment and machinery required for the proper and expeditious prosecution and progress of the Work shall be furnished, installed, operated and maintained in safe condition by the General Contractor for the use of all Sub-contractors.
- B. Sub-contractor's material and/or equipment delivered to the designated hoisting area shall be hoisted by the General Contractor's equipment , except that which is specifically required to be hoisted by the Sub-contractor themselves and is so stated in the applicable Section of the specifications.
- C. All costs for hoisting operating services shall be borne by the General Contractor unless specifically indicated otherwise in the Contract Documents.
- D. Permit no materials to be passed through the finished openings of exterior wall. Be responsible and bear all costs for repair and/or replacement of all damaged worked caused thereby.

1.7 TEMPORARY USE OF ELEVATORS

- A. The building elevator shall not be used for hoisting or transporting building material by any trade.

1.8 MAINTENANCE OF ACCESS

- A. The General Contractor shall maintain a safe and convenient means of egress to all useable areas of existing building for the Owner for the duration of the Contract. The General Contractor shall provide and maintain for the duration of the Contract, a means of access to, around and within the site, as shown on the Contract Drawings, for vehicular traffic and authorized personnel. This means of access shall be constructed to sustain the weight of equipment customarily engaged for use in the construction projects of this type and magnitude.
- B. The General Contractor shall, without additional compensation from the Owner, furnish labor and materials as may be required from time to time to maintain this means of access in an acceptable condition as determined by the Architect.

1.9 PROTECTION OF WORK, PROPERTY AND THE PUBLIC

- A. The General Contractor shall construct barricades and protective facilities required for the protection of the public in accordance with local and State regulations. Furnish and install all signs, lights, reflectors and all such protection facilities as may be required.

- B. The General Contractor shall hold the Owner harmless from all claims arising from the use of public streets, sidewalks, and adjoining premises for construction purposes.
 - C. The General Contractor shall keep all access roads and walks clear of debris, materials, construction plant and equipment during construction operations. Repair streets, drives, curbs, sidewalks, fences, poles and the like where disturbed during construction and leave them in as good condition after completion of the Work as before operations started.
 - 1. Provide ways and means to control the flow of water from every source which may cause delay or damage during construction operations.
 - 2. Protect all planting, landscaping, trees and site improvements in the areas of site work and construction work.
 - D. The General Contractor shall be responsible for the maintenance of construction barriers and traffic barriers in order to maintain traffic, over, through or around the Work with the maximum amount of safety and practical convenience to such traffic during the life of the Contract, and whether or not work has been suspended temporarily. The General Contractor shall take all precautions for preventing injuries to persons or damage to property to or about the Work.
 - 1. Work shall be carried on the barriers erected in such a manner as to provide safe passage at all times for public travel and with least obstruction to traffic. The General Contractor shall provide and maintain at his own expense in a safe and passable condition such temporary bypasses as created by the barriers as may be necessary to accommodate both pedestrian and vehicular traffic.
 - 2. Maintain all legally required means of egress, and do not erect barriers which interfere with, or obstruct such means of egress.
 - 3. Where new construction, alteration, or repair work coincides with the present traveled way, the General Contractor shall carry on his work so that travel will not be obstructed.
 - E. Take all required measures to protect the Work at all times against fire, storm, theft, vandalism and other losses.
 - F. The General Contractor shall be wholly responsible for patrolling and protecting the Work under construction and the materials stored on the site; and shall reimburse the Owner for any losses, damages or injury not compensated by insurance, except those directly caused by the Owner, his agents or his employees.
 - G. Breakage of Glass: General Contractor shall be responsible for correcting all breakage of glass under this Contract from any cause whatsoever, until the Work is accepted by the Owner. All broken glass shall be promptly and properly replaced with identical materials. Unless the glass has been broken by the Owner or his representatives, or by other separate prime Contractors, the cost for replacement of glass shall be borne by General Contractor.
- 1.10 DUST CONTROL
- A. The General Contractor shall maintain the construction site, stockpiles, access, detour and haul roads, staging and parking area for the Work free of dust which would cause a hazard or a nuisance to those at the site or adjacent sites.
 - B. Provide positive methods and apply dust control materials to minimize raising dust from demolition and other construction operations, and provide positive means to prevent air-borne dust from dispersing into the atmosphere.

- C. Trucks hauling debris shall be covered and we down as required. Spillage on city streets shall be cleaned up immediately.

1.11 CLEANING DURING CONSTRUCTION

A. General Requirements:

1. Execute cleaning during progress of the Work, as required by General Conditions and as herein specified.
2. Maintain premises and public properties free from accumulations of waste, debris and rubbish caused by operations. At completion of work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials, and clean all sight-exposed surfaces. Leave project clean and ready for occupancy.
3. Prohibit overloading of trucks to prevent spillage on access and haul routes.
4. Refer to Sections of the Specifications for cleaning of specific products or work.

B. Safety and Disposal Requirements:

1. Standards: Maintain project in accordance with State Building Code and local ordinances.
2. Hazards Control:
 - a. Store volatile wastes in covered metal containers, and remove from premises.
 - b. Prevent accumulation of wastes which create hazardous conditions.
 - c. Provide adequate ventilation during use of volatile or noxious substances.
3. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
 - a. Do not burn or bury rubbish and waste materials on project site.
 - b. Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in storm or sanitary drains.
 - c. Do not dispose of wastes into streams or waterways.

C. During construction the General Contractor shall:

1. Execute cleaning to ensure that the building, the site, and adjacent properties are maintained free from accumulations of waste materials and rubbish and wind-blown debris resulting from construction operations.
2. Provide on-site containers for collection of waste materials, debris and rubbish.
3. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas. Provide documentation that waste materials, debris and rubbish was legally disposed of.
4. Handle materials in a controlled manner with as few handlings as possible. Do not drop or throw materials from heights.
5. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet newly painted surfaces.

1.12 REMOVAL

- A. The General Contractor shall remove temporary materials, equipment, services, and construction to Substantial Completion of the Work.
- B. The General Contractor shall clean and repair damage caused by installation or use of temporary facilities. Restore existing facilities used during construction to specified or to original condition.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01500

SECTION 01700 – RECORD DOCUMENTS AND CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. Include GENERAL CONDITIONS as part of this Section
- B. Examine all other Sections of the Specifications for requirements that affect work of this Section whether or not such work is specifically mentioned in this Section.
- C. Coordinate work with trades affecting, or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under the Contract.

1.2 SECTION INCLUDES

- A. Final cleaning. Closeout procedures
- B. Maintenance manuals and instructions.
- C. Warranties and bonds
- D. Closeout requirements

1.3 RELATED SECTIONS

- A. Section 01010 – PROJECT PROCEDURES
- B. Section 01300 – SUBMITTALS
- C. Section 01500 – RECORD DOCUMENTS AND CONTRACT CLOSEOUT: Cleaning during construction.

1.4 MAINTENANCE OF OWNER'S RECORD DOCUMENTS AND SAMPLES

- A. Maintain Record Documents in a clean, dry and legible condition. Do not use Record Documents for construction purposes.
- B. Keep Record Documents and samples available for inspection by Architect.

1.5 CLOSEOUT PROCEDURES

- A. Comply with procedures stated in the GENERAL CONDITIONS for issuance of Certificate of Substantial Completion.
- B. When Contractor considers the Work has reached Final Completion, submit written certification that Contract Documents have been reviewed, all work has been inspected, and that the Work is complete in accordance with Contract Documents and ready for Architect's inspection.
- C. In addition to submittals required by the General Conditions, provide submittals required by governing authorities, and submit a final statement of accounting giving total adjusted Contract Sum, previous payment, and sum remaining due.
- D. Architect will issue a final Change Order reflecting approved adjustments to the Contract Sum not previously made by Change Order.

1.6 FINAL CLEANING

- A. Execute final cleaning prior to final inspection or Owner occupancy, whichever is first.
- B. Clean interior and exterior surfaces exposed to view. Remove temporary labels, stains and foreign substances. Polish transparent and glossy surfaces. Vacuum carpeted and soft surfaces. Clean equipment and fixtures to a sanitary condition. Clean drainage systems.

- C. Glass and aluminum work shall be cleaned and washed by professional window cleaner. Polish all glass, mirrors and shiny surfaces.
- D. Clean site. Sweep paved surfaces. Rake clean other surfaces.
- E. Remove waste and surplus materials, rubbish, and construction facilities from the Project and from the site.
- F. Owner will assume responsibility for cleaning as of time designated on Certificate of Substantial Completion or Owner's acceptance of Project or portion thereof.
- G. Immediately before Owner occupancy, thoroughly clean, wash and polish all floors, all existing VCT shall be waxed. The Owner will supply the wax to the contractor for installation by the contractor.

1.7 MAINTENANCE MANUALS AND INSTRUCTIONS

- A. Shop Drawings will not be acceptable as project Record Drawings.
- B. All Record Drawing work shall be performed by competent draftspersons. The Architect shall be the sole judge of the acceptability of project Record Drawings.

1.8 WARRANTIES AND BONDS

- A. Compile specified warranties and bonds, review to verify compliance with Contract Documents, and submit to Architect for his review and transmittal to the Owner
- B. Submittal Requirements:
 - 1. Assemble two original signed copies of warranties, bonds and service and maintenance contracts, executed by officers of each of the respective manufacturers, suppliers and Sub-contractors.
 - 2. Table of Contents: Shall be neatly typed in orderly sequence.
 - 3. Provide complete information for each item. Include:
 - a. Product or work item.
 - b. Firm, with name of principal, address and telephone number.
 - c. Scope
 - d. Date of beginning of warranty, bond or service and maintenance contract. These shall commence upon date of Substantial Completion as established by the Architect.
 - e. Duration of warranty, bond or service maintenance contract.
 - f. Contractor, name of responsible principal, address and telephone number.
 - 4. Provide information for Owner's personnel.
 - a. Proper procedure in case of failure.
 - b. Instances which might affect validity of warranty or bond.
- C. Form of Submittals: Prepare in duplicate packets and in the following format:
 - 1. Size 8 ½" x 11". Punched sheets for 3-ring binder. Fold larger sheets to fit into binders.
 - 2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS." List Title of Project and Name of Contractor.
 - 3. Binders: Commercial quality, three-ring, with durable and cleanable plastic covers.
- D. Time of Submittals:
 - 1. For equipment or component parts of equipment put into service during construction, submit documents within ten (10) days after inspection and acceptance.

Otherwise, make submittals within ten (10) days after Date of Substantial Completion, prior to final request for payment.

2. For items of work where acceptance is delayed materially beyond the Date of Substantial Completion, provide updated submittal within ten (10) days after acceptance, listing the date of acceptance as the start of the warranty period.

- E. Submittal Required: Submit warranties, bonds, service and maintenance contracts as specified in the respective Sections of the Specifications.

1.9 CLOSEOUT REQUIREMENTS

- A. Punch List: When the Architect inspect the Work for Substantial Completion, he will prepare and issue to the General Contractor a "punch list" of items to be corrected before final payment will be made. Such punch list shall not be construed as all-inclusive of the work which the General Contractor will be required to perform before final payment.

- B. Substantial Completion: Architect will prepare and issue a Certificate of Substantial Completion, AIA G704, complete with signatures of Owner and the General Contractor, accompanied by list of items to be completed or corrected, as verified and amended by the Architect.

- C. Final Inspection:

1. The General Contractor shall submit written certification that:
 - a. Contract Documents have been reviewed.
 - b. Project has been inspected for compliance with Contract Documents.
 - c. Work has been completed in accordance with Contract Documents.
 - d. Equipment and systems have been tested in presence of Owner's Representative and are operational.
 - e. Project is completed, and ready for final inspection.
2. Architect will begin final inspection within seven (7) days after receipt of certification.
3. Should the Architect consider the work is finally complete in accordance with requirements of Contract Documents, he will request the General Contractor to make Project Closeout submittals.
4. Should the Architect consider that work is not finally complete:
 - a. He will notify General Contractor, in writing, stating reasons.
 - b. General Contractor shall take immediate steps to remedy the stated deficiencies, and send second written notice to the Architect certifying the work is complete.
 - c. Architect will re-inspect the work.

- D. Closeout Submittals: All required closeout submittals will be reviewed by the Architect and returned to the Contractor for delivery to the Owner. Make arrangements to deliver and install documents at the Owner's designated area.

1. Project Record Documents.
2. Operating and Maintenance Data.
3. Extended Guarantees and Warranties.
4. Spare Parts and Maintenance Materials.
5. Evidence of compliance with requirements of governing authorities:
 - a. Certificates of compliance for flame and smoke, and fire rating.
 - b. Certificates of Occupancy.
6. Certificate of Insurance for Products and Completed Operations.
7. Asbestos-free construction guarantee.

- E. Instructions: Instruct Owner's personnel in the operation of all systems.
- F. Evidence of Payments and Release of Liens:
 - 1. Contractor's Affidavit of Payment of Debts and Claims, AIA G706, with Consent of Surety to Final Payment: AIA G707.
 - 2. Certifications (as described in Paragraph 9.3.4 Section 00800) from each filed Sub-contractor that payment has been received on the basis of the previous periodic payment to the Contractor.
 - 3. All submittals shall be duly executed before delivery to the Architect.
- G. Final Application and Certificate for Payment:
 - 1. The General Contractor shall submit final application in accordance with the requirements of General and Supplementary Conditions.
 - 2. Architect will issue final certificate in accordance with provisions of Conditions of the Contract.
 - 3. Prior to issuance of the Certificate for Final Payment by the Architect, all requirements contained in this Paragraph entitled "Closeout Requirements" and other requirements of the Conditions of the Contract shall be executed, received and approved by the Architect.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01700

SECTION 02070 – SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. Include GENERAL CONDITIONS and applicable parts of Division 1 as part of this Section
- B. This work is to be incorporated into the scope of SECTION 096516.13 —LINOLEUM FLOOR COVERINGS

1.2 WORK INCLUDED

- A. Provide all labor, materials, equipment, services and transportation required to complete selective demolition and removal of existing work, as indicated on Drawings and as specified herein, or both.
- B. Perform properly all selective demolition and removal work at the existing building as required to prepare for new construction to be provided under this Contract.
- C. Salvage and store items indicated for reuse. See Drawings for locations.

1.3 EXISTING CONDITIONS

- A. Examine Drawings indicating selective demolition and removal requirements and provisions for new work. Verify all existing conditions and dimensions before commencing work.
- B. The Drawings and this Section set forth the general extent of selective demolition and removal work only. The Contractor shall visit the site and examine the existing conditions and shall become familiar with the character, extent and type of demolition and removal work to be performed hereunder.
- C. Submit any questions regarding the extent and character of demolition and removal work in the manner and within the time period established for receipt of such questions during the bidding period.
- D. Original construction documents for the existing school building will be made available at the Architect's office for inspection.

1.4 SPECIAL REQUIREMENTS

- A. Maintain adequate passage to and from all exits at all times. Before any work is done which will significantly alter access or egress patterns, consult with Owner and obtain its' approval. Under no circumstances block or interfere with the free flow of people at legally required exits, or in any way alter the required conditions of such exits.
- B. Bear complete responsibility for any damage to the building interior due to improper temporary coverings, and bear all costs for correcting such damage to the satisfaction of the Owner and Architect.

1.5 SCHEDULE

- A. Prior to commencing any work under this Section, prepare a complete schedule of demolition, salvage and removals to be performed, indicating the sequence of work in each area and the commencement dates for each activity and submit such schedule to the Architect for review.

- B. Modify and update the schedule on a weekly basis and submit the updated schedule to the Architect.
- C. No work shall be started in existing building without prior approval of the Owner. The Contractor shall give the Owner adequate advance notice of readiness to start such work in accordance with the approved schedule in order that the Owner may properly arrange its' activities or evacuate the spaces to be affected.
- D. No physical work shall be started prior to the end of the regular school schedule and the General Contractor will provide temporary signage at the door exiting the main lobby warning of work being performed. Coordinate with school building officials and Architect.

1.6 PERMITS AND CODES

- A. Work shall conform to Drawings and Specifications and shall comply with applicable codes and regulations.
- B. Comply with all rules, regulations, laws and ordinances of the City of Waltham, the Commonwealth of Massachusetts and all other authorities having jurisdiction.
- C. Procure and pay for all permits and licenses required for work specified herein.

1.7 PUBLIC AND PROPERTY PROTECTION

- A. Provide all measures required by federal, municipal and state ordinances, law and regulations for the protection of surrounding property, sidewalks, curbs, the public, workers, students and Owner's employees during demolition operations. Measures taken, including sidewalk shed as required, barricades, fences, warning lights and signs, rubbish chutes, etc., shall be in strict accordance also with the American National Standard Code for Building Construction ANSI A10.6 as well as all applicable federal, local and state ordinances and laws.
- B. Demolition shall be carried on in a manner that will insure the safety of adjacent property, property which is occupied and persons occupying such property against all damage and injuries which might occur from falling debris or other cause, and so not to interfere with the use of adjacent buildings and structures or the free and safe passage to and from the same.
- C. Protect all walks, roads, streets, curbs, pavements, trees and plantings, on or off the premises, and repair and replace or otherwise make good all damage as directed by the Architect.
- D. Contractor will coordinate location of dumpsters with Architect and provide minimum ¾" plywood beneath rollers of roll-off dumpsters.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REQUIREMENTS AND CONDITIONS

- A. Precautions: Removal of portions of existing cabinetry as required shall be done with care using tools and methods. Care shall be taken in all removal operations.
- B. Do no burning of trash or debris on site.

3.2 DEMOLITION WORK

- A. Demolish and remove completely in accordance with approved schedule portions of the existing structure and salvage items indicated.
 - B. Control: Take all reasonable precautions to limit the amount of dust and dirt rising in the air, and noise produced.
 - 1. Spray down dust-producing materials before and during placing in trucks or in open storage containers.
 - 2. Use only trucks equipped with approved tarpaulins for transporting of dust-producing materials and materials that could be dislodged by wind.
 - 3. Minimize noise-producing activities and perform them during normal working hours unless otherwise approved by the Architect.
 - C. Items for Reuse: Verify which existing items are to be removed and salvaged under this Contract. Use special care in removing, handling, and storing such items in order to minimize additional work required to be performed thereon, and to prevent damage. Transport, unload, and store existing items to be re-used, as specified herein or as directed.
 - D. Cutting: Perform all cutting of existing surfaces in a manner which will ensure a minimal difference between the cut area and new material when patched. Use extreme care in cutting existing surfaces containing concealed piping which is to remain and bear full responsibility for repairing or replacement of all such work which is accidentally damaged.
 - E. Except where special surface preparation is specified under other Sections, leave existing surfaces which are to remain in a condition suitable to receive new materials and finishes.
 - F. Rubbish: Remove all rubbish and debris resulting from demolition work daily, legally disposing of same at an off-site location. Routes of equipment handling demolition debris shall be approved by the City and strictly adhered to.
- 3.3 DEMOLITION
- A. The Drawings indicate the general extent of demolition and removal work. Include removal of all existing material which would otherwise interfere with the proper installation or function of new work, whether or not such existing materials or conditions have been indicated.
 - B. Restore to original condition all existing items to remain that are damaged as a result of work under this Section.
- 3.4 DISPOSITION OF REMOVED MATERIALS
- A. Except for items specifically designated to be relocated, re-used or turned over to the Owner, all existing removed materials and items shall become the property of the Contractor and shall be completely removed from the site and legally disposed of at his expense.
 - B. Existing items which are not fixed in place and which will remain the property of the Owner will be removed by the Owner prior to commencement of demolition work in existing buildings, unless otherwise indicated.
 - C. Re-used Items: Items to be salvaged for re-use in the Work include:
 - 1. Equipment fastenings and brackets if required to be removed to allow installation.

- D. All items to be reused shall be carefully removed, disassembled if required; adequately supported and protected during removal operations. Items to be relocated shall be carefully transported to new locations and properly protected.
- E. Contractor shall inspect closely each item prior to its' removal and report damage and defects to the Architect. Contractor shall be responsible for any subsequent damage to same other than latent defects not readily apparent from a close inspection, and shall repair or replace same as directed to the satisfaction of the Architect.

3.5 CLEANING UP

- A. Refuse and debris resulting from work under this Section shall be removed from the site at daily intervals. Make all required arrangements for legal disposal of such material.
- B. Materials shall be thoroughly wetted down during demolition and removal as specified to prevent nuisance of dirt and dust. Trucks used in hauling debris shall be equipped with tarpaulins to cover the loads and shall not be loaded so excessively as to spill debris on streets.
- C. Combustible material and rubbish shall not be allowed to accumulate on the site but shall be hauled away daily as directed. No debris shall be burned at job site.
- D. At completion of removal work, all rubbish, debris, waste, material and salvaged materials from and about the building and structures, including all tools, scaffolds, apparatus and appliances used in connection with work under this Section shall be removed and the premises shall be left in clean condition ready for alteration work and new construction to be provided under other Sections.

END OF SECTION 02070

SECTION 096516.13 —LINOLEUM FLOOR COVERINGS

PART 1—GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section include the following:
 - 1. Resilient Linoleum Sheet Flooring

1.3 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specifications Sections
- B. Product Data: Submit 3 copies of manufacturer's technical data and installation instructions for each type of resilient flooring and accessory.
- C. Shop Drawings:
 - 1. Show locations of seams, edges, columns, doorways, enclosing partitions, built-in furniture, cabinets, and cutouts.
 - 2. Show details of special patterns.
- D. Samples: Submit 3 sets of samples of each type, color and finish of resilient flooring and accessory required, indication full range of color and pattern variation. Provide 6"x9" samples of sheet flooring and 6" long samples of accessories.
- E. Closeout Submittals: Submit 3 copies of the following:
 - 1. Maintenance and operations data includes—methods for maintaining installed products, and precautions against cleaning materials and methods detrimental to finishes and performance.
 - 2. Warranty: Warranty documents specified herein.
- F. Installer Certificates: Signed by manufacturer certifying that installers comply with specified requirements
- G. Flame Spread Certification: Submit manufacturer's certification that resilient flooring furnished for areas indicated to comply with required flame spread rating has been tested and meets or exceeds indicated standard.
- H. Replacement Material: After completion of work, deliver to project site replacement materials from same manufactured lot as materials installed, and as follows:
 - 1. Tile Flooring: Not less than 50 square feet of each type, pattern and color installed.

2. Resilient Base: Not less than 10 linear feet for each 500 linear feet or fraction thereof of each different type and color installed.
- 1.5 QUALITY ASSURANCE
- A. Manufacturer: Whenever possible, provide each type of resilient flooring as provided by a single manufacturer, including recommended primers, adhesives, sealants, and leveling compounds.
 - B. Floorcovering Contractor Qualifications:
 1. The Awarded Contractor shall be an established firm, experienced in the installation of the specified product and shall have access to all manufacturers' required technical, maintenance, specifications and related documents.
 2. The Floorcovering Contractor shall have completed at least three projects of similar magnitude, material and complexity, and must provide project reference details including contact names and telephone numbers.
 - C. Installer Qualifications: Installer experienced in performing work of this section who as specialized in installation of work similar to that required for this project.
 1. Engage installer certified as a Forbo "Master Mechanic".
 2. Proof of Certification; provide proof of certification before start of work.
 3. Certified Mechanic(s) must be present on job site daily.
 - D. Regulatory Requirements: Provide products with the following fire-test response characteristics as determined by testing identical products per test method indicated below by a testing and inspecting agency acceptable to authorities have jurisdiction.
 1. **E648 -09a** Standard Test Method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source
 2. **E662 -09** Standard Test Method for Specific Optical Density of Smoke Generated by Solid Materials
 3. **CAN/ULC-S102.2** Surface Burning Characteristics
- 1.5 WARRANTY
- A. Manufacturer's Warranty: Submit manufacturers standard warranty document.
 1. Warranty Period: Five (5) year limited warranty commencing on Date of Substantial completion.
- 1.6 DELIVERY, STORAGE, AND HANDLING
- A. Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
 - B. Storage and Protection: Store materials protected for exposure to harmful weather conditions and at a temperature and humidity conditions recommended by manufacturer.
 1. Materials should be stored in areas that are fully enclosed, weather tight with the permanent HVAC system set at a uniform temperature of at least

68 degrees F (20 degrees C) for 72 hours prior to, during and after installation.

2. The manufacturer recommends move resilient Floorcovering and installation accessories into spaces where they will be installed at least 48 hours before installation, unless longer conditioning periods are required by manufacturer in writing.

1.7 PROJECT CONDITIONS

A. Substrate Conditions:

1. Contractor will have Forbo representative verify condition of floor substrate prior to authorized installation of new linoleum flooring. Contractor will notify Architect and Facilities Manager when floor substrate is considered prepared for new installation and have them present during Forbo verification process. Contractor will provide leveling compound as preparation and fractured type reinforced installation as required.

B. The Floorcovering Contractor shall verify in writing to the Architect, a minimum of ten (10) days prior to scheduled resilient Floorcovering installation, the following substrate conditions:

1. Environmental Requirements/Conditions: In accordance with manufacturer's recommendations.

C. Temperature Requirements: Maintain air temperature in spaces where products will be installed for time period before, during, and after installation as recommended by manufacturer.

1. Temperature Conditions: 68 degrees F (20 degrees C) for 72 hours prior to and during and for not less than 48 hours after installation.

D. Close spaces to traffic during resilient flooring installation and for time period after installation recommended in writing by the manufacturer.

E. Install resilient flooring material and accessories after other finishing operations, including painting, have been completed.

F. Where demountable partitions and other items are indicated for installation on top of sheet resilient flooring material, install flooring material before these items are installed.

2.1 ACCEPTABLE MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include but are not limited to, the following:

1. Linoleum Sheet Flooring: To establish a standard of quality, design and performance, Forbo Flooring Systems, Marmoleum Sheet Flooring with Topshield has been selected. Alternatives will be considered provided they meet or exceed the specification criteria contained herein. The Architect shall be the sole determinant of equivalency.

2.2 MATERIALS

A. Patterns are defined on finish drawing plans. Coordinate stripes, diagonals, checkerboard pattern and other designs as determined by the Architect.

- B. Color Schedule: See Architectural drawings for patterns:
1. Sheet Linoleum Flooring Finish Type A: Marmoleum - CP-3173 "Van Gogh"
 2. Sheet Linoleum Flooring Finish Type B: Marmoleum - CP-3164 "Indian Summer"
- C. Linoleum Sheet Flooring: Meets or exceeds ASTM F2034 for Linoleum Sheet Flooring: Type 1, Static Load Limit 450 pounds per square inch (per ASTM F970-00), Jute backing, 2.0mm (0.080") roll product, unless otherwise indicated. ASTM E-662/NFPA 258—450 or less. ASTM E-648/NFPA 253—Class 1. Homogeneous linoleum floorcovering shall be made of primarily natural materials consisting of linseed oil, wood flour, rosin binders and dry pigments mixed and calendared using a two-layered process (ensuring the smoothest surface possible creating the optimal condition for easy maintenance) onto a polyester back to ensure optimum dimensional stability and castor resistance (per EN425) backing including a strong, durable primer and a top layer ensuring a highly effective shield against dirt. The high-density primer ensures smoothness and durability. The top layer guarantees resistance to scuffing and dirt. If desired the top layer can be renovated.
- i. 2.0mm (0.080") Roll Stock (MCS only)

2.3 ACCESSORIES

- A. Adhesive
- a. Forbo L885
 - i. Fully warranted, when used in conjunction with Forbo Marmoleum, to withstand concrete moisture vapor emissions up to 8 pounds per 1,000 sq. ft. in 24 hours and 85% relative humidity. When moisture vapor emissions exceed these requirements, please request information on Forbo Moisture Limitor.
- B. Resilient Edge Strips: homogeneous vinyl or rubber composition, tapered or bull nose edge, color to match flooring, or as selected by Architect from standard colors available, no less than 1" wide.
- C. Metal Edge Strips: Of width shown and of required thickness to protect exposed edge of resilient flooring. Provide units of maximum available length, to minimize number of joints.
- D. Wall Base: Provide rubber wall base complying with FS SS-W-40, Type I: Wall base to be Roppe 617 "Terracotta".
- E. Leveling and Patching Compounds: Portland Cement types as recommended by flooring manufacturer.
- F. Maintenance Products: (As required in Section 3.5)
- a. Neutral Cleaner: "Stride" by Johnson Wax Professional.
 - b. Sealer: "Linobase" by Johnson Wax Professional (specify for at risk installations).
 - c. Finish (Gloss Level) "Carefree" by Johnson Wax Professional
 - i. Matte-Satin
 - ii. Gloss

PART 3—EXECUTION

3.1 INSPECTION

- A. Installer must examine areas and conditions under which resilient flooring and accessories are to be installed and must notify General Contractor in writing of conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected in manner acceptable to Owner and Architect.
- B. Measure the relative humidity in the center of the concrete slab in accordance with ASTM F2170. Relative humidity must not exceed 85%.

3.2 PREPARATION

- A. General: Comply with resilient product manufacturer's written installation instructions for preparing substrates indicated to receive resilient products.
- B. Coordinate with Architect to secure all existing plywood subsurface using flooring screws appropriate for proper securing of plywood underlayment to existing wood structure. Contractor will prepare floor substrate using fractured membrane techniques in areas requiring leveling and movement control and as designated by Architect. Length of fasteners to be sufficient for securing to floor framing. Verify all conditions in field with Architect.
- C. Use trowelable leveling and patching compounds, according to manufacturer's written instructions, to fill cracks, holes, and depressions in substrates. Severe conditions shall be secured using fractured reinforcing type preparation as determined in field by Architect.
- D. Remove coatings, including curing compounds, and other substances that are incompatible with flooring adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
- E. Broom and vacuum clean substrates to be covered immediately before product installation. After cleaning, examine substrates for moisture, alkaline salts, carbonation, or dust. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.3 INSTALLATION

- A. Adhesive Flooring Installation:
 - 1. Install Flooring material following manufacturer's installation recommendations.
 - 2. Linoleum Sheet: Apply adhesive using 1/16" x 1/16" x 1/16" square notch trowel and lay flooring into wet adhesive and roll with a 100 pound roller to ensure proper bonding.
 - a. Follow manufacturer's recommendations for open and working time.
 - b. For wet areas and/or heavy rolling traffic refer to manufacturer recommendations for adhesive type and requirements
 - 3. Adhesive Material Installation: Use trowel as recommended by flooring manufacturer for specific adhesive. Spread at a rate of approximately 150 sq. ft/gallon as recommended by flooring manufacturer. Install material into wet adhesive
- B. Sheet Flooring Installation Techniques:
 - 1. General: Comply with tile manufacturer's written installation instructions.

2. Where demountable partitions and other items are indicated for installation on top of finished flooring, install flooring before these items are installed.
3. Lay out patterns from center marks established with principal walls, discounting minor offsets, so tiles at opposite edges of room are of equal width. Adjust as necessary to avoid using cut widths that maximize waste at perimeter. Coordinate with drawing patterns and with Architect in field.
4. Lay sheet square with room axis, unless otherwise indicated CL Match flooring for color and pattern by selecting tiles from cartons in the same sequence as manufactured and packaged, if so numbered. Cut flooring neatly around all fixtures.
 - a. Discard broken, cracked, chipped, or deformed product.
5. Lay border/accent product with grain running in one direction and as indicated on the drawings.
6. Scribe, cut, and fit tiles to butt neatly and tightly to vertical surfaces and permanent fixtures, including built-in furniture, cabinets, pipes, outlets, edgings, door frames, thresholds, and nosings.
7. Extend flooring into toe spaces, door reveals, closets, and similar openings.
8. Maintain reference markers, holes, and openings that are in place or marked for future cuffing by repeating on finish flooring as marked on subfloor. Use chalk or other nonpermanent, non-staining marking device.
9. Adhere flooring to flooring substrates using a full spread of adhesive applied to substrate to comply with tile manufacturer's written instructions, including those for trowel notching, adhesive mixing, and adhesive open and working times
10. Heat Welding: For seamless, hygienic, watertight installation requirements, use Marmoweld color-matched welding rod as manufactured by Forbo. Welding rod dimensions:
 - 4 mm diameter; 165 linear feet per spool.
11. Provide completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.
12. Do not install resilient flooring over expansion joints. Use expansion joint covers manufactured for use with resilient flooring. Refer to other drawings for expansion joint covers.
13. Install flooring on covers for telephone and electrical ducts, and similar items occurring within finish floor areas. Maintain overall continuity of color and pattern with pieces of flooring installed on these covers.
14. Adhere resilient flooring to substrate without producing open cracks, voids, raising and puckering at joints, telegraphing to adhesive spreader marks, or other surface imperfections in completed installation
 - a. Use adhesive applied to substrate in compliance with flooring manufacturer's recommendations, including those for trowel notching, adhesive mixing and adhesive open and working times.
15. Roll resilient flooring using 100lbs roller as required by resilient flooring manufacturer.

C. Finish Flooring Patterns: As selected and detailed by Architect.

3.4 FIELD QUALITY REQUIREMENTS

- A. Manufacturer's Field Services: Upon Owner and Architects request, and with a minimum 72 hours notice, provide manufacturer's field service consisting of product use recommendations and periodic site visits for inspection of product installation in accordance with manufacturer's instructions

1. Site Visits: As required upon substrate preparation and upon questionable surface conditions as required per project and requested by Architect.

3.5 CLEANING

- A. Cleaning: Remove temporary coverings and protection of adjacent work areas. Repair or replace damaged installed products. Perform initial maintenance on installed products in accordance with manufacturer's instructions, prior to owner's acceptance. Remove construction site debris from project site and legally dispose of debris.
 1. Remove visible adhesive and other surface blemishes using cleaning methods recommended by flooring manufacturer.
 2. Sweep vacuum floor after installation.
 3. Do not perform initial maintenance for a minimum of 5 days after installation has been completed. This is to allow the adhesive the proper time to set.
 4. Damp mop flooring to remove black marks and soil.
- B. Materials:
 1. Contractor shall provide first year's annual requirements for maintenance products only, based on materials and procedures listed below. Maintenance products are to be clearly identified and left on site.
- C. General Contractor to be responsible for performing initial maintenance to prepare flooring for occupancy following requirements based on procedures listed below.
 - a. Floorcovering Contractor
 1. For product incorporating Forbo Marmoleum's Occupancy Ready Surface
 1. Sweep or dust all floors.
 2. Scrub floor using "Stride" neutral cleaner. Rinse floor thoroughly. Allow 45 minutes between coats.
 3. Apply two (2) coats of "Carefree" Matte-Satin finish. Allow 45 minutes between coats.

3.6 PROTECTION

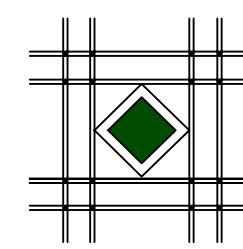
- A. Protection: Protect installed product and finish surfaces from damage during construction. Remove and legally dispose of protective covering at time of Substantial Completion

END OF SECTION 096516.13

McDEVITT MIDDLE SCHOOL
FLOOR REPLACEMENT
FIRST & SECOND FLOORS
75 CHURCH STREET
WALTHAM, MA 02452

APRIL 30, 2012
BID SET

Architect:



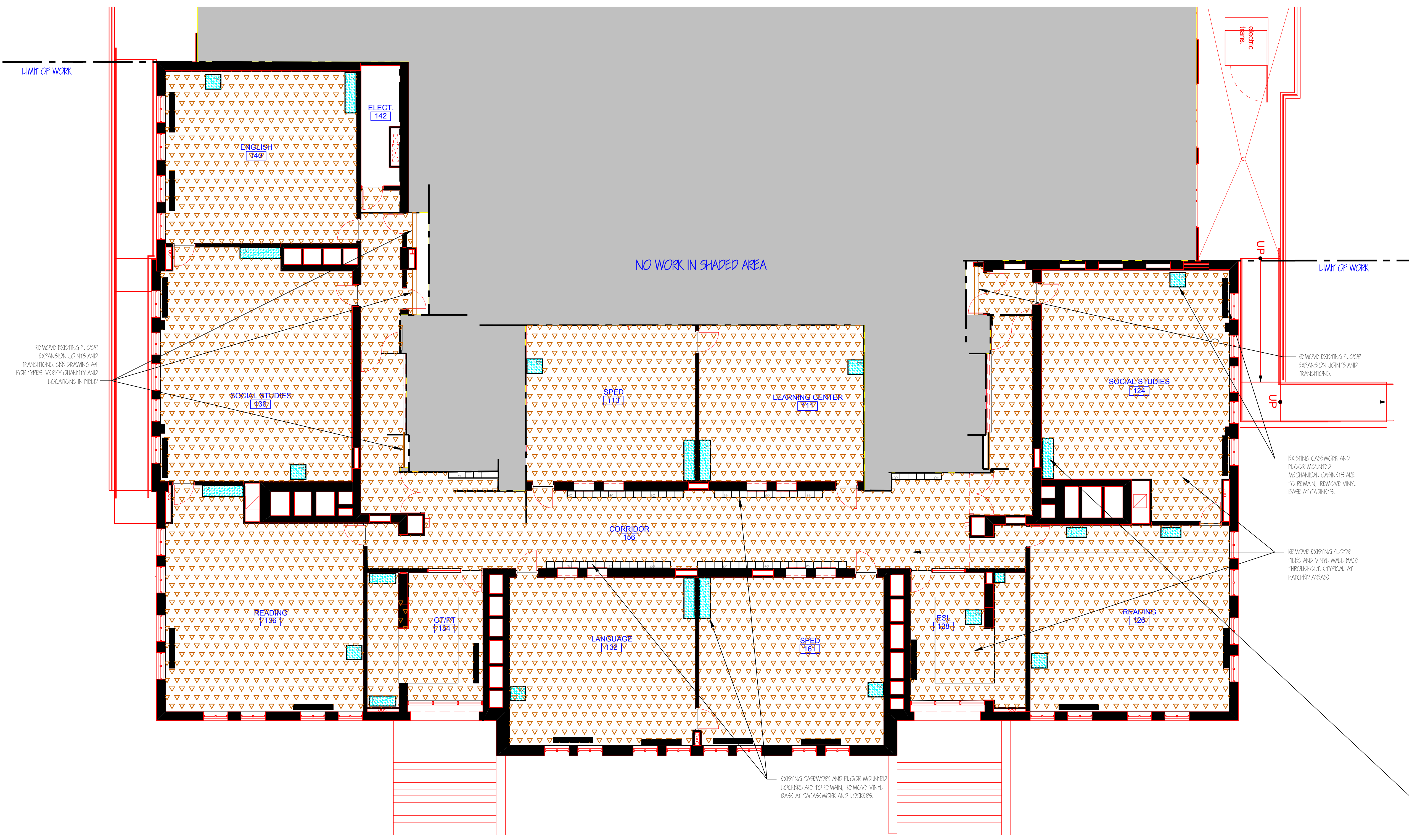
JFF DESIGN
ARCHITECTS & PLANNERS

VC.781-899-6908
FAX.781-899-3050
EMAIL: jffdesign@comcast.net

24 WARWICK AVENUE
WALTHAM, MA 02452

LIST OF DRAWINGS:

TITLE SHEET
ADO.1 FIRST FLOOR DEMOLITION PLAN
ADO.2 SECOND FLOOR DEMOLITION PLAN
A1.1 FIRST FLOOR CONSTRUCTION PLAN
A1.2 SECOND FLOOR CONSTRUCTION PLAN
A2.1 FIRST FLOOR FINISHES PLAN
A2.2 SECOND FLOOR FINISHES PLAN
A3 NOT USED
A4 FLOORING DETAILS

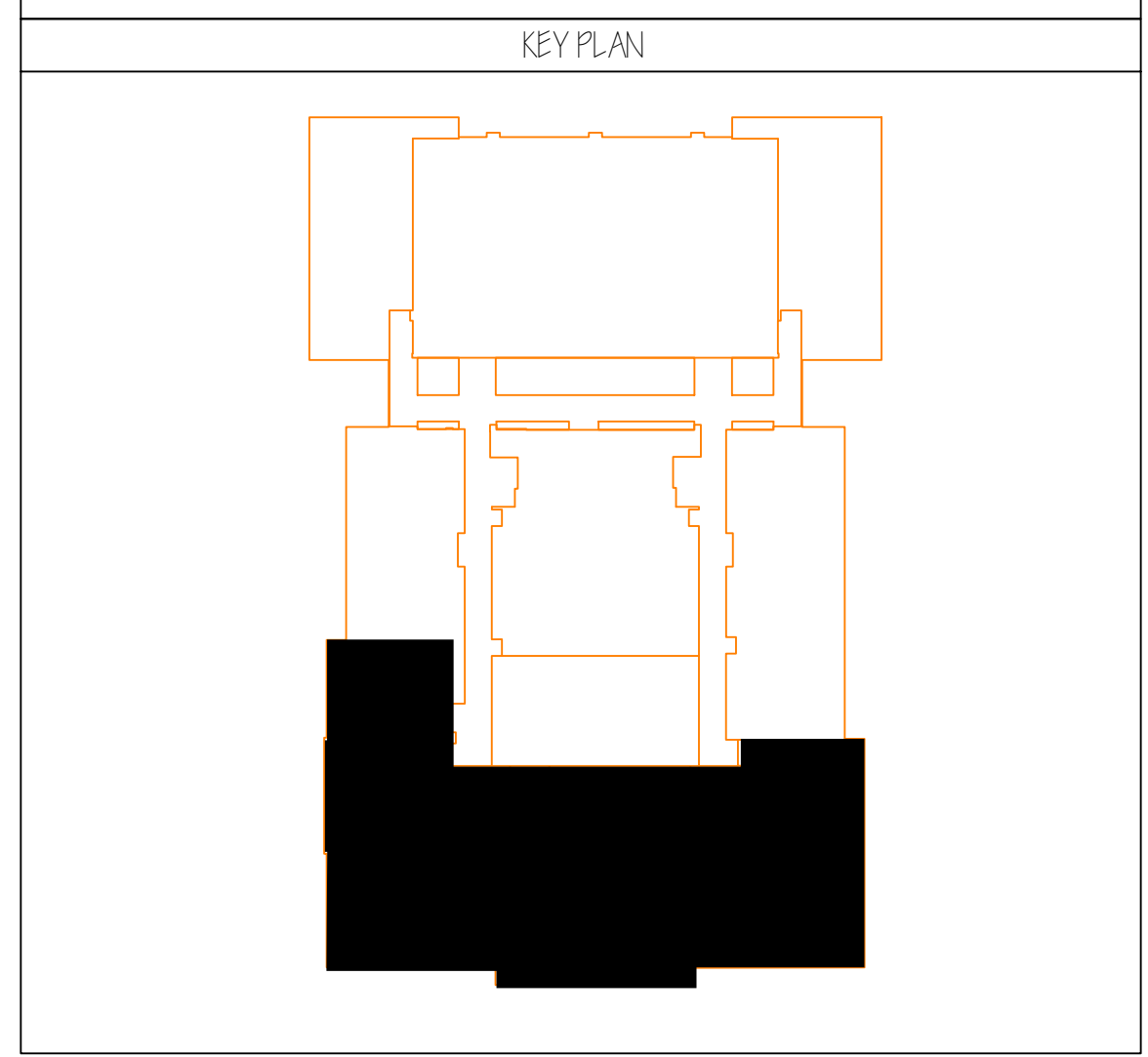


DEMOLITION NOTES:

- REMOVE ALL FLOORING TILES IN AREAS SHOWN. REMOVE ALL WALL BASE FROM WALLS, LOCKER BASES AND BUILT-IN CABINETS OR CASEWORK THROUGHOUT.
- USE CARE IN REMOVING WALL BASE FROM PAINTED WALLS SO AS NOT TO CREATE DAMAGE TO WALLS THAT WILL REQUIRE REPAIRS OR PATCHING.

SYMBOL LEGEND:

- EXISTING FLOORING TO BE REMOVED, STRIP EXISTING FLOOR TILES FROM EXISTING PLYWOOD BACKING.
- BUILT-IN FLOOR MOUNTED LOCKERS
- BUILT-IN CASEWORK CABINET



REV#	DESCRIPTION	REV DATE
1		
<p>JFF DESIGN ARCHITECTS & PLANNERS 74 WARREN AVENUE WALTHAM, MA 02452</p>		REV BY: OR: SCALE: 1/8" = 1'-0" DATE: APRIL 30, 2012
PROJECT: FLOOR REPLACEMENT McDEVITT MIDDLE SCHOOL 75 CHURCH STREET WAL-PAM, MA 02452		DRAWING NUMBER: ADO.1 JOB#: 26298
DRAWING TITLE: FIRST FLOOR DEMOLITION PLAN		

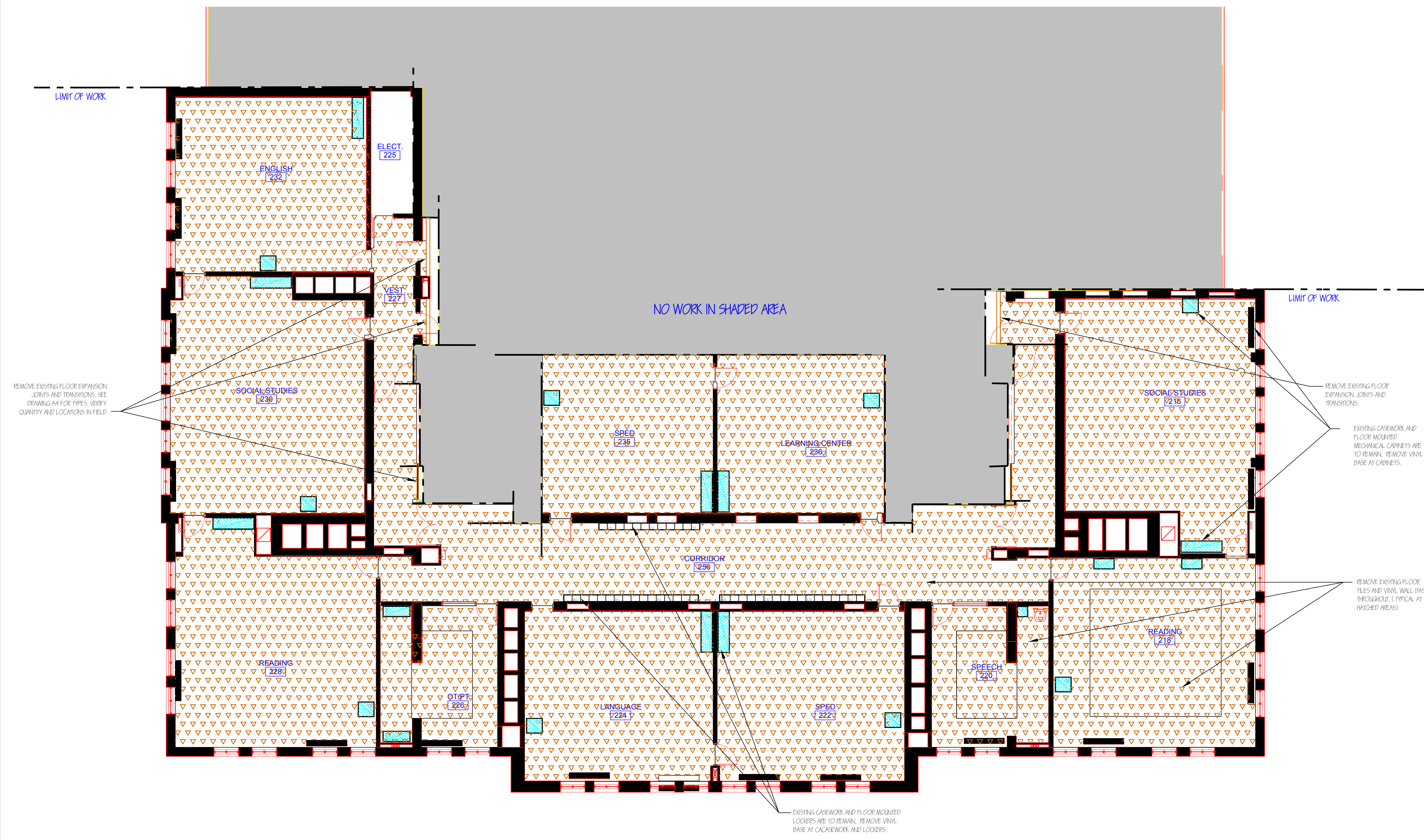
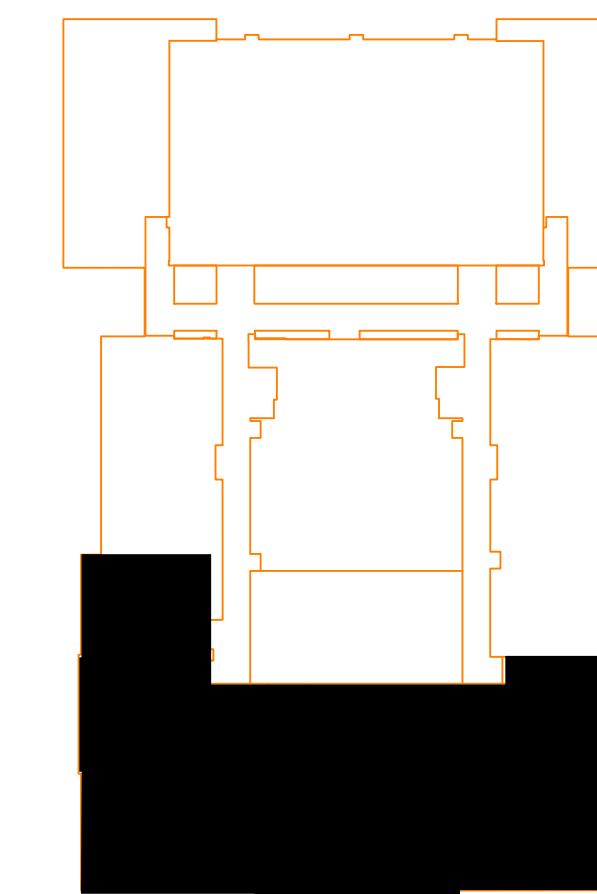
DEMOLITION NOTES:

1. REMOVE ALL FLOORING TILES IN AREAS SHOWN. REMOVE ALL WALL BASE FROM WALLS, LOCKER BASES AND BUILT-IN CABINETS OR CASEWORK THROUGHOUT.
2. USE CARE IN REMOVING WALL BASE FROM PAINTED WALLS SO AS NOT TO CREATE DAMAGE TO WALLS THAT WILL REQUIRE REPAIRS OR PATCHING.

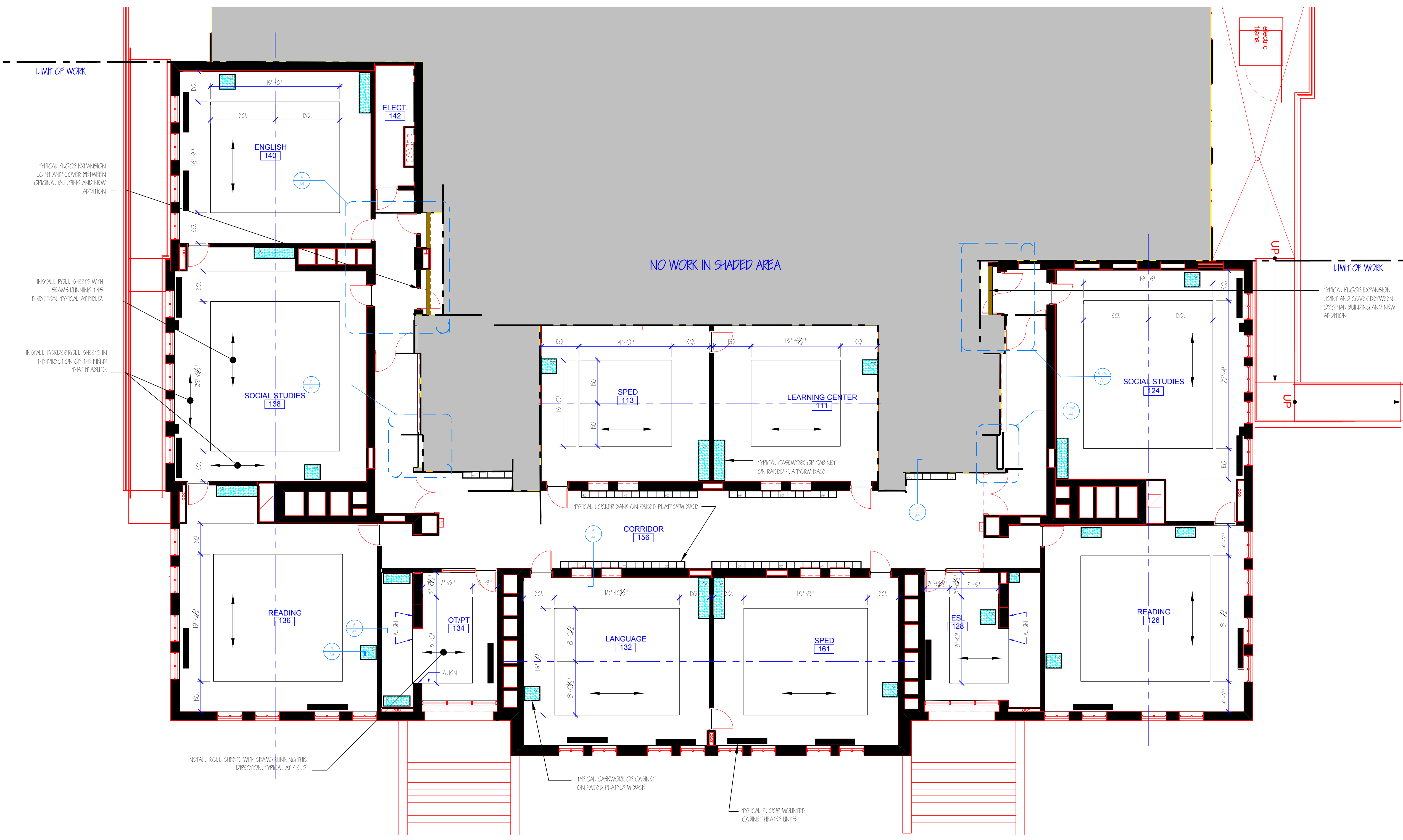
SYMBOL LEGEND:

- EXISTING FLOORING TO BE REMOVED, STRIP EXISTING FLOOR TILES FROM EXISTING PLYWOOD BACKING.
- BUILT-IN FLOOR MOUNTED LOCKERS
- BUILT-IN CASEWORK CABINET

KEY PLAN

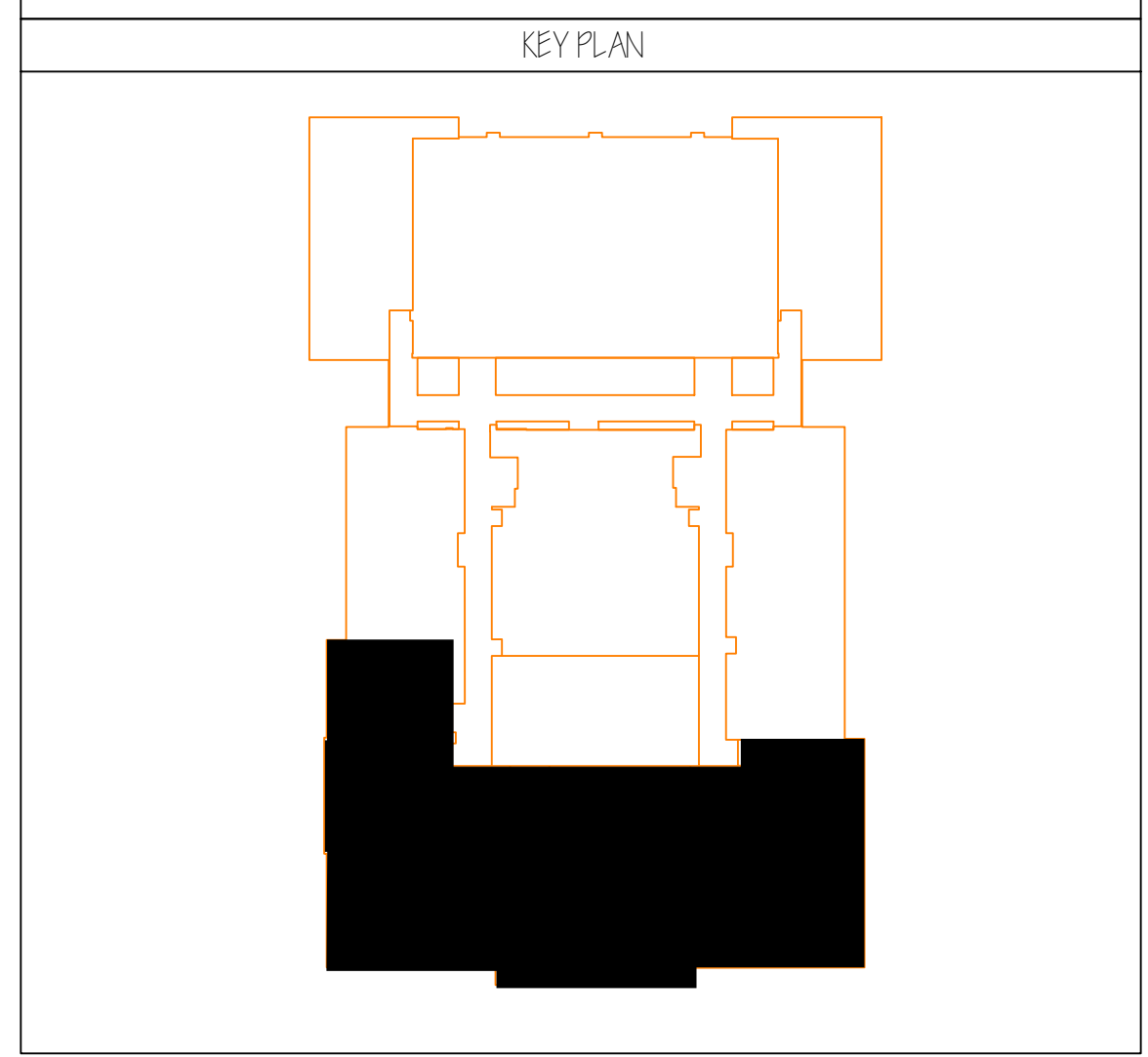


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<p>JFF DESIGN ARCHITECTS & PLANNERS 74 WARREN AVENUE WALTHAM, MA 02452</p>		REV BY: OR: SCALE: 1/8" = 1'-0" DATE: APRIL 30, 2012
PROJECT: FLOOR REPLACEMENT McDEVITT MIDDLE SCHOOL 75 CHURCH STREET WAL-PAM, MA 02452		DRAWING NUMBER: ADO.2 JOB#: 26298
DRAWING TITLE: SECOND FLOOR DEMOLITION PLAN		

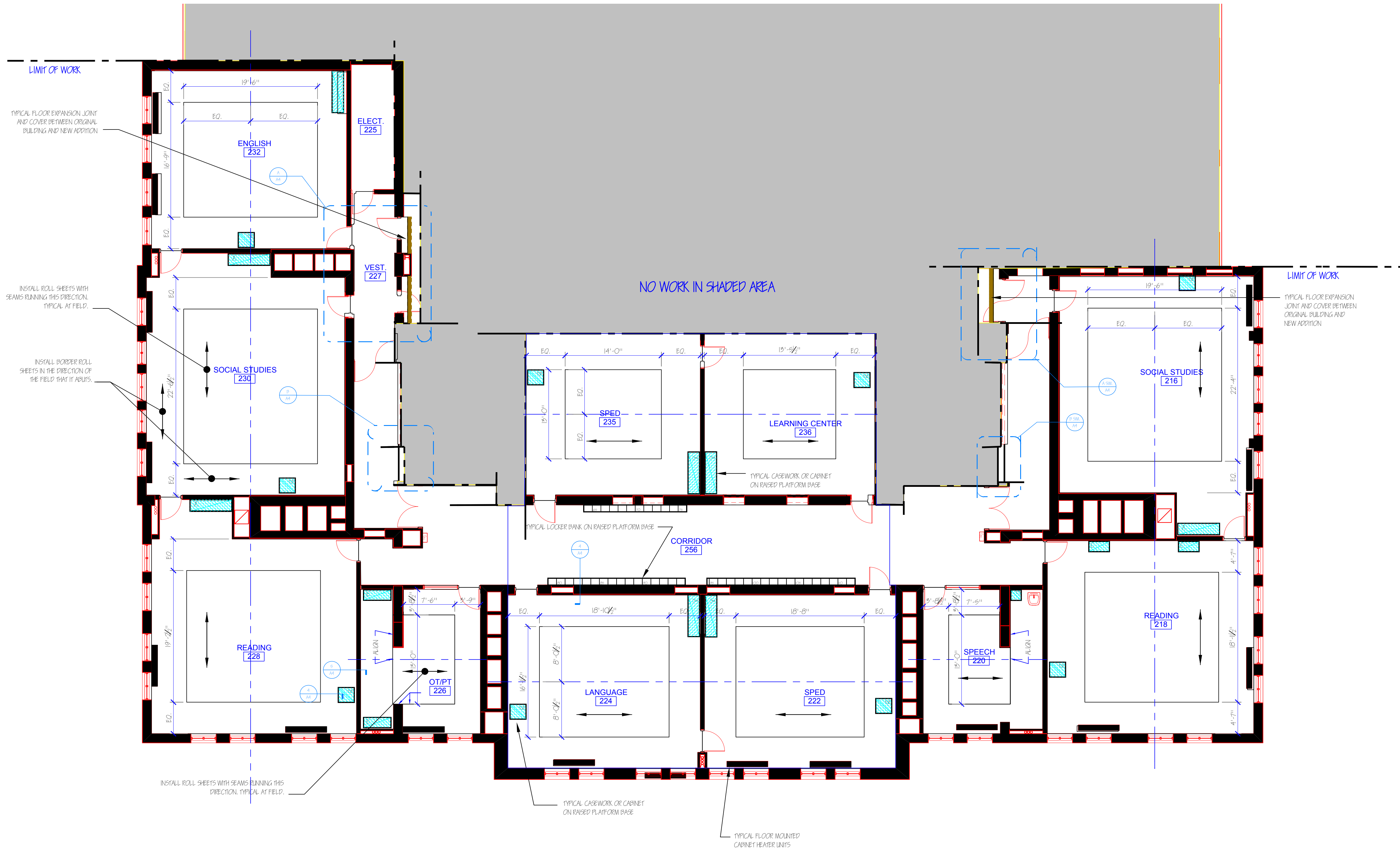


- CONSTRUCTION NOTES:
1. VERIFY ALL EXISTING FLOORING CONDITIONS IN THE FIELD. REFER TO DETAIL DRAWING A4 FOR FLOORING CONDITION TRANSITIONS.
 2. REPAIR, PATCH OR LEVEL ANY IMPERFECTIONS IN PLYWOOD SUBFLOOR THAT MAY TELEGRAPH THROUGH NEW SHEET LINOLEUM FLOORING.
 3. USE ONLY PRODUCTS RECOMMENDED BY NEW FLOORING MANUFACTURER FOR ANY PATCHING, LEVELLING OR REPAIRS TO EXISTING WOOD SUBFLOOR.

- SYMBOL LEGEND:
- BUILT-IN FLOOR MOUNTED LOCKERS
 - BUILT-IN CASEWORK CABINET



REV#	DESCRIPTION	REV DATE
1		
		JFF DESIGN ARCHITECTS & PLANNERS <small>34 WARREN AVENUE WALTHAM, MA 02452</small>
PROJECT:	FLOOR REPLACEMENT McDEVITT MIDDLE SCHOOL 75 CHURCH STREET WALTHAM, MA 02452	DATE: APRIL 30, 2012
DRAWING TITLE:	FIRST FLOOR CONSTRUCTION PLAN	DRAWING NUMBER: A11
<small>ALL MATERIALS ARE THE PROPERTY OF JFF DESIGN ARCHITECTS & PLANNERS. USE OF THIS DRAWING FOR ANY OTHER PROJECT OR FOR ANY OTHER PURPOSE IS STRICTLY PROHIBITED. THIS DRAWING IS THE PROPERTY OF JFF DESIGN ARCHITECTS & PLANNERS. ALL RIGHTS ARE RESERVED. NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM JFF DESIGN ARCHITECTS & PLANNERS.</small>		JOB#: 26298



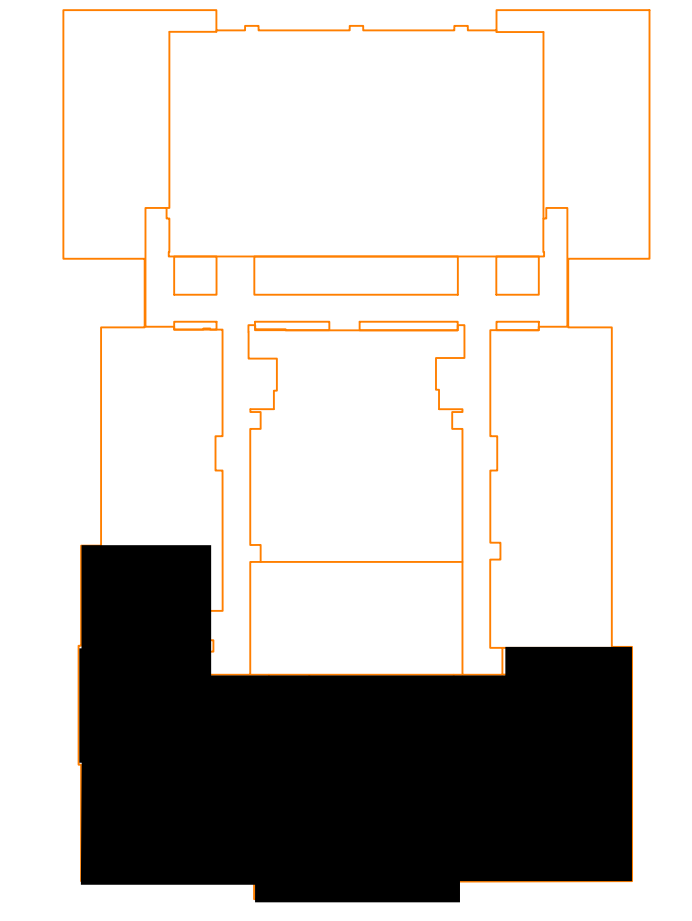
CONSTRUCTION NOTES:

1. VERIFY ALL EXISTING FLOORING CONDITIONS IN THE FIELD. REFER TO DETAIL DRAWING A4 FOR FLOORING CONDITION TRANSITIONS.
2. REPAIR, PATCH OR LEVEL ANY IMPERFECTIONS IN PLYWOOD SUBFLOOR THAT MAY TELEGRAPH THROUGH NEW SHEET LINOLEUM FLOORING.
3. USE ONLY PRODUCTS RECOMMENDED BY NEW FLOORING MANUFACTURER FOR ANY PATCHING, LEVELLING OR REPAIRS TO EXISTING WOOD SUBFLOOR.

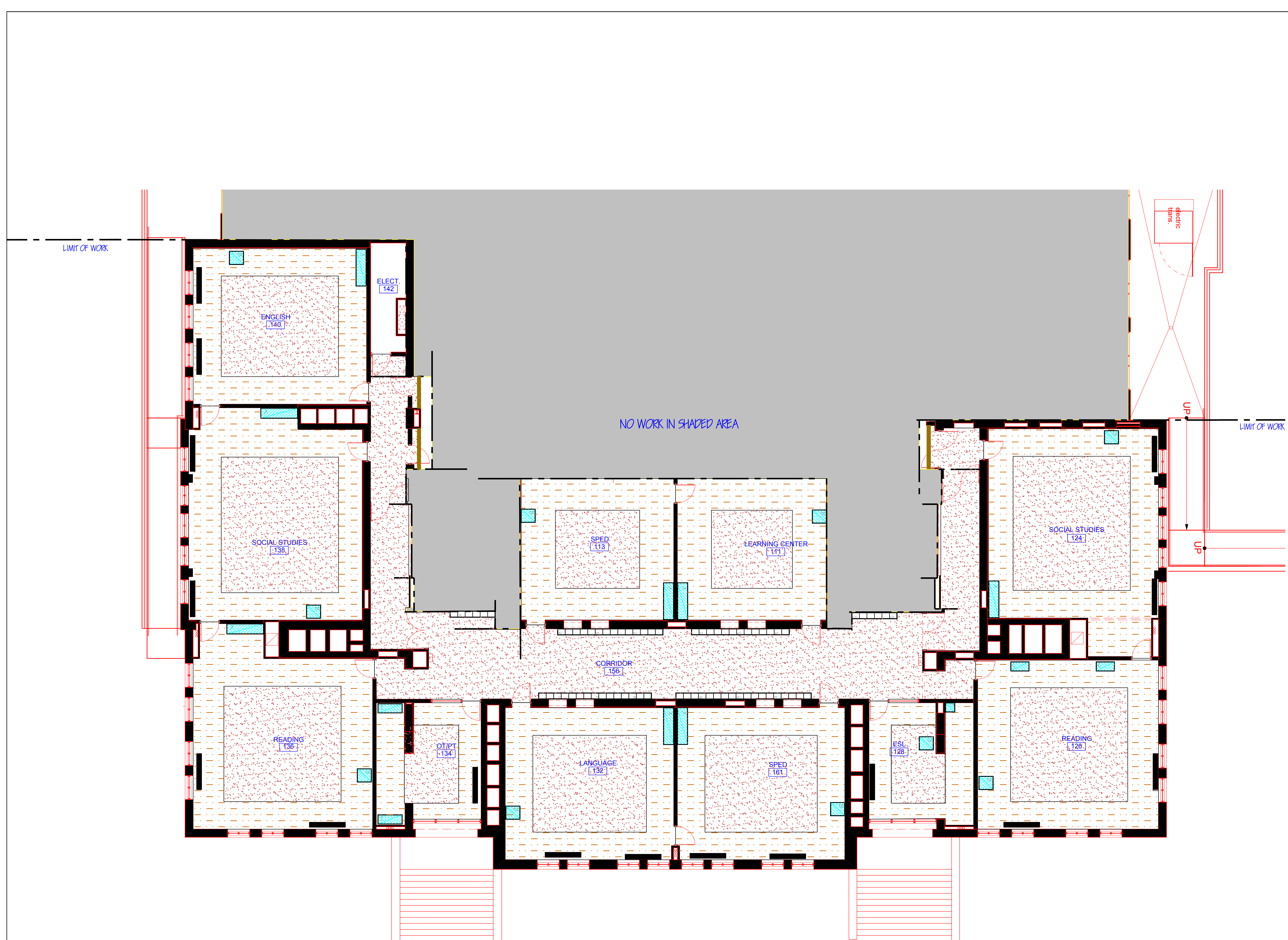
SYMBOL LEGEND:

- BUILT-IN FLOOR MOUNTED LOCKERS
- BUILT-IN CASEWORK CABINET

KEY PLAN

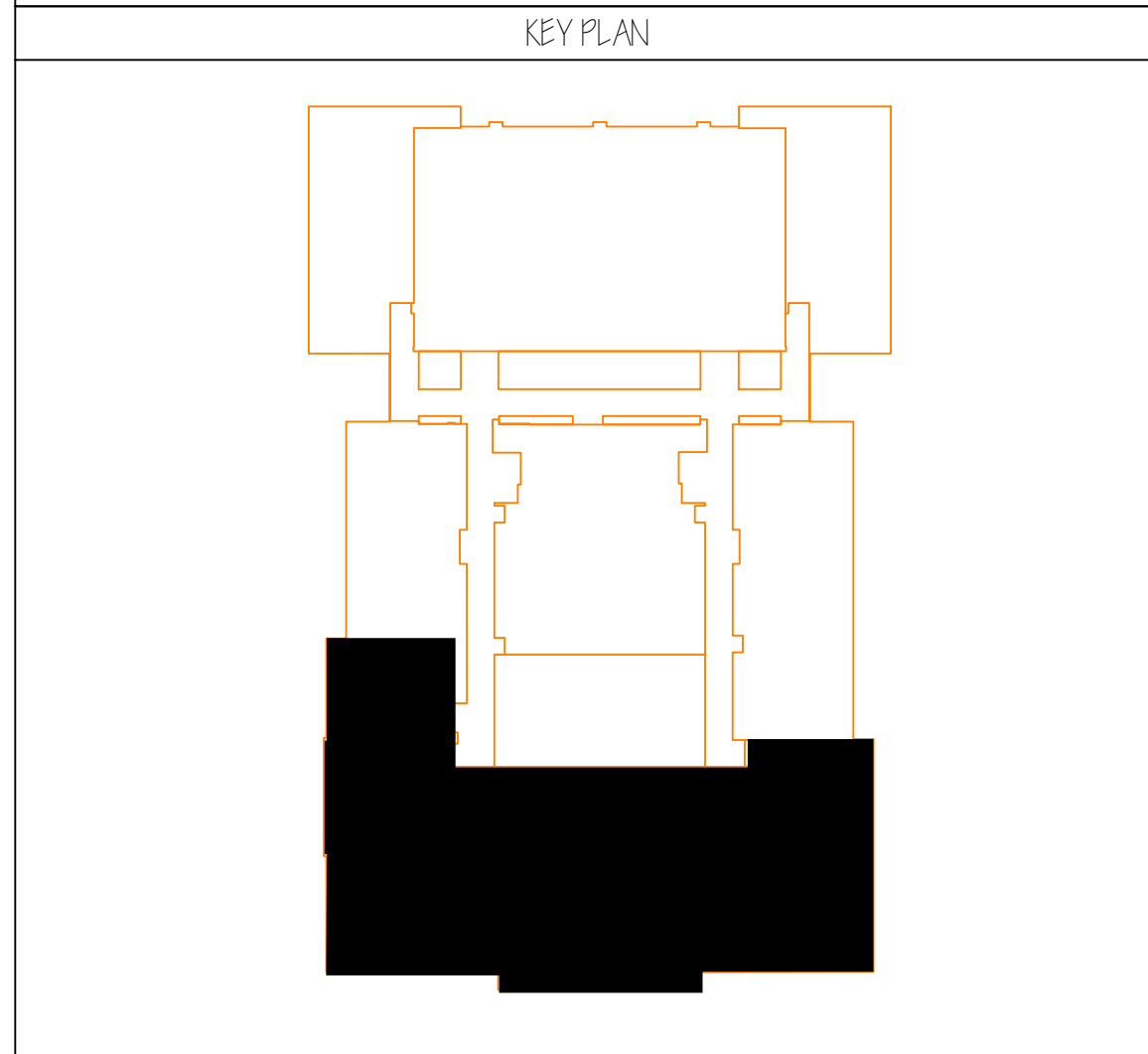


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DRAWING TITLE:	SECOND FLOOR CONSTRUCTION PLAN	JOB# 26298



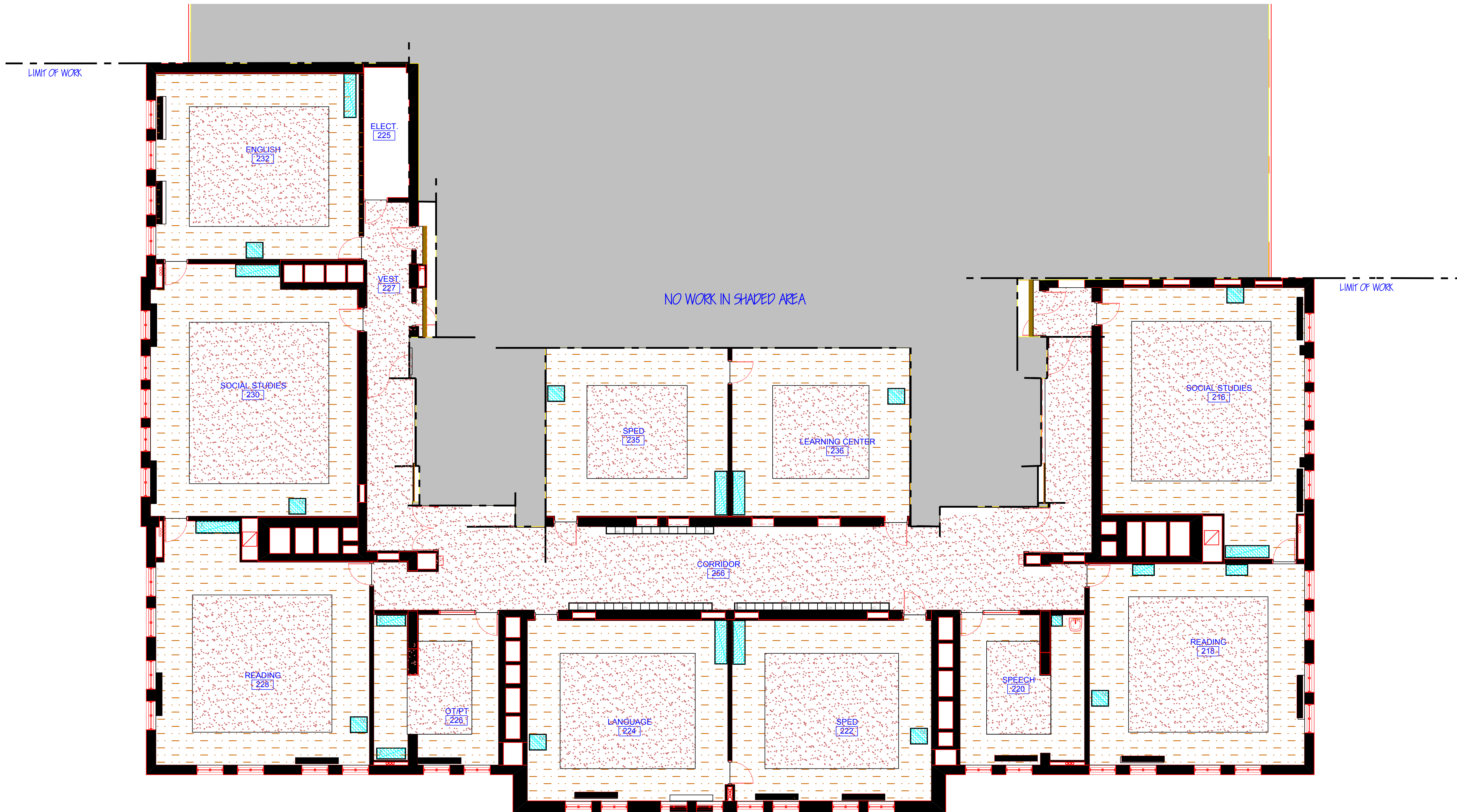
FINISHES NOTES:
 1. REFER TO CONSTRUCTION DRAWINGS FOR SHEET LINOLEUM LAYOUT DIMENSIONS AND SEAMING DIRECTIONS.

- SYMBOL LEGEND:
- SHEET LINOLEUM FLOORING FINISH TYPE A:
 - SHEET LINOLEUM FLOORING FINISH TYPE B:
 - BUILT-IN FLOOR MOUNTED LOCKERS
 - BUILT-IN CASEWORK CABINET



REV#	DESCRIPTION	REV DATE
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JFF DESIGN ARCHITECTS & PLANNERS <small>24 WARDEN AVENUE WALTHAM, MA 02452</small>		REV BY: OR SCALE: 1/8" = 1'-0" DATE: APRIL 30, 2012
PROJECT: FLOOR REPLACEMENT McDEVITT MIDDLE SCHOOL 75 CHURCH STREET WAL-PAM, MA 02452		DRAWING NUMBER: A2.1 JOB#: 26298
DRAWING TITLE: FIRST FLOOR FINISHES PLAN		

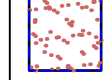
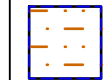

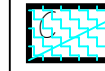
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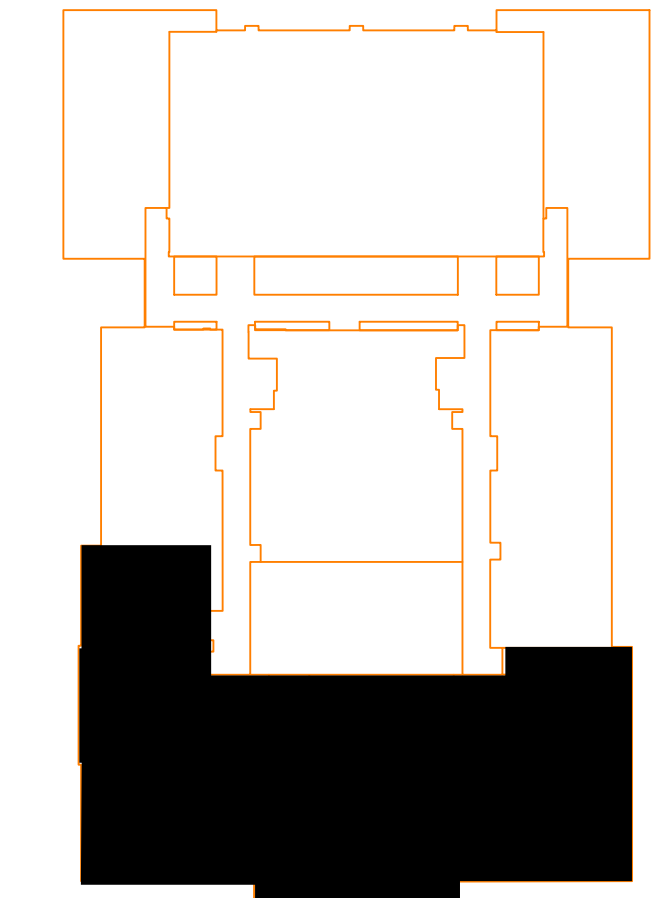
FINISHES NOTES:


- REFER TO CONSTRUCTION DRAWINGS FOR SHEET LINOLEUM LAYOUT DIMENSIONS AND SEAMING DIRECTIONS.

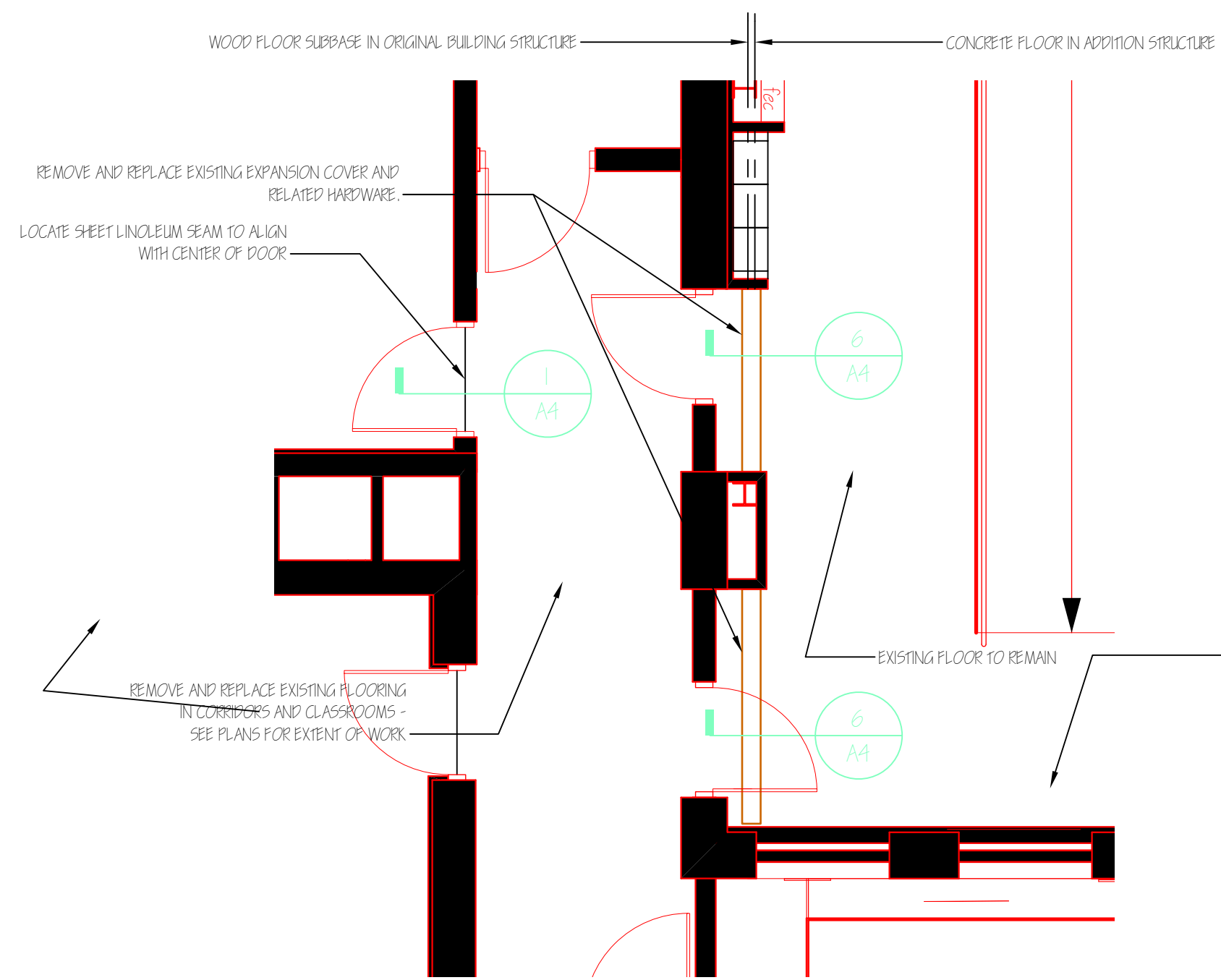
SYMBOL LEGEND:

-  SHEET LINOLEUM FLOORING FINISH TYPE A:
-  SHEET LINOLEUM FLOORING FINISH TYPE B:
-  BUILT-IN FLOOR MOUNTED LOCKERS
-  BUILT-IN CASEWORK CABINET

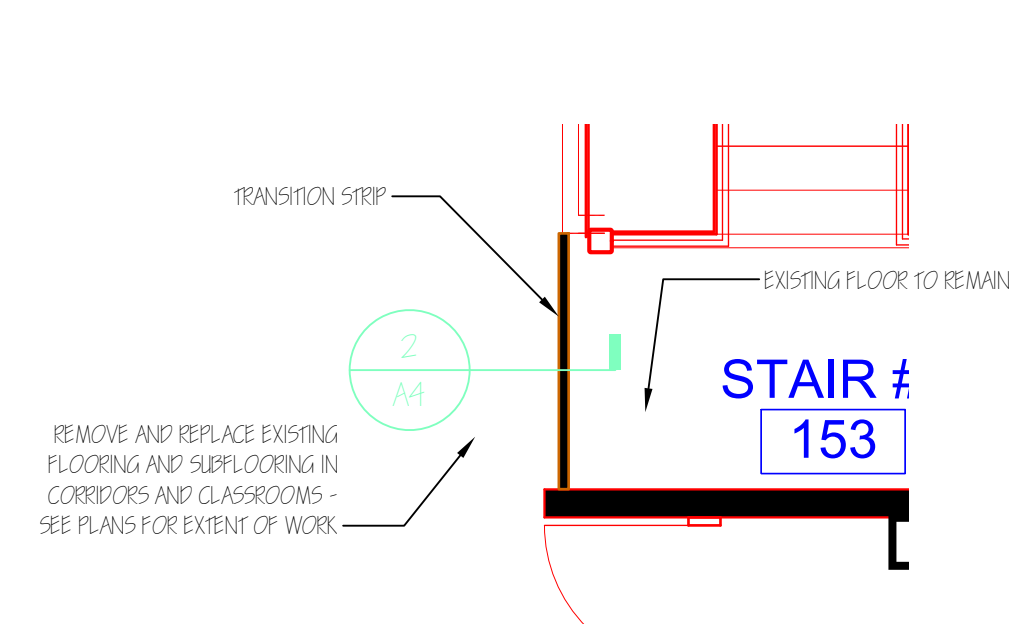
KEY PLAN



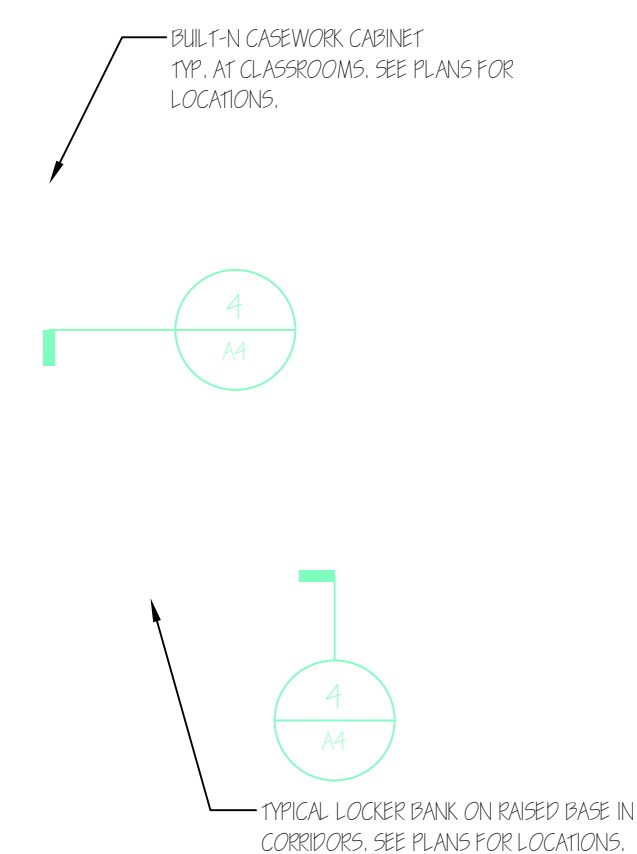
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PROJECT: FLOOR REPLACEMENT McDEVITT MIDDLE SCHOOL 75 CHURCH STREET WAL-PAM, MA 02452		DRAWING NUMBER: A2.2
DRAWING TITLE: SECOND FLOOR FINISHES PLAN		JOB#: 26298



A PARTIAL PLAN AT FLOOR EXPANSION JT
1/4"=1'-0"



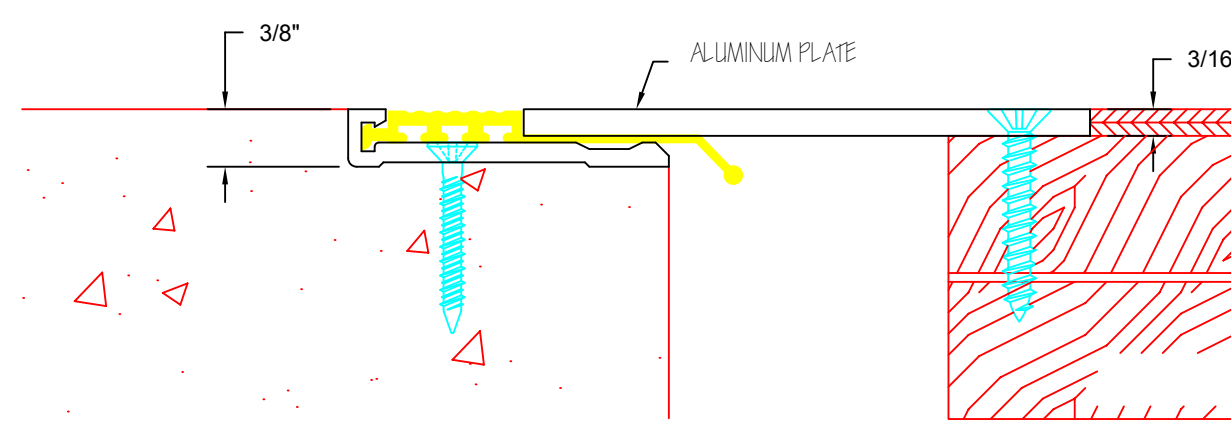
B PARTIAL PLAN AT FLOOR TRANSITION
1/4"=1'-0"



C PARTIAL PLAN AT FLOOR / BASE TRANSITION
1/4"=1'-0"

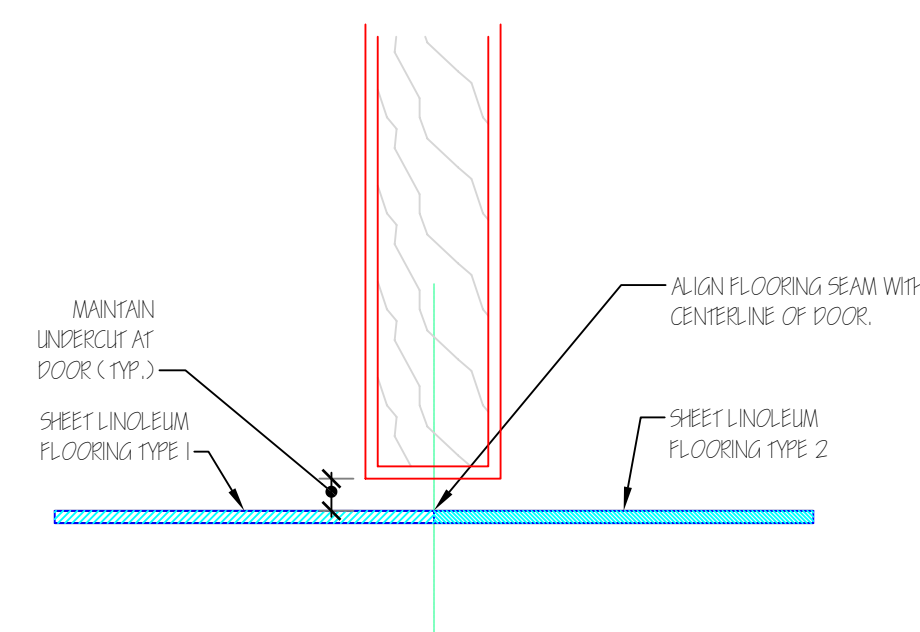
BALCO - 1420
FLOOR SYSTEM (INTERIOR ONLY)
MILL FINISH ALUMINUM COVER
MILL FINISH ALUMINUM BASE
SOX MOVEMENT

GRAY COLOR

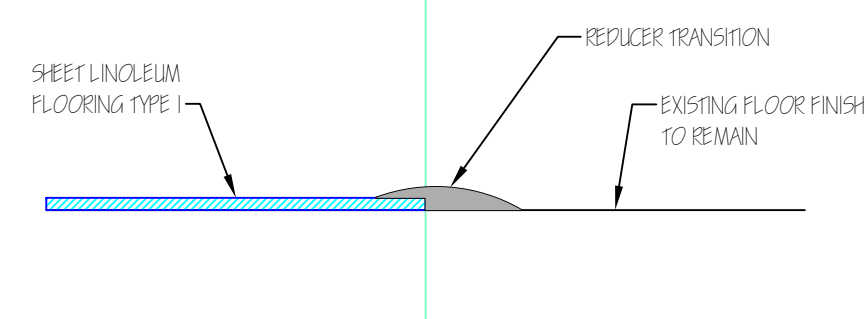


ALUMINUM PLATE EXPANSION JOINT TO SPAN GAP BETWEEN WOOD FLOOR OF ORIGINAL BUILDING AND CONCRETE FLOOR OF NEW ADDITION. VERIFY ACTUAL CONDITION IN FIELD. DETAIL SHOWN IS AN EXAMPLE OF THE CONDITION ONLY AND DOES NOT REPRESENT THE ACTUAL CONDITION.

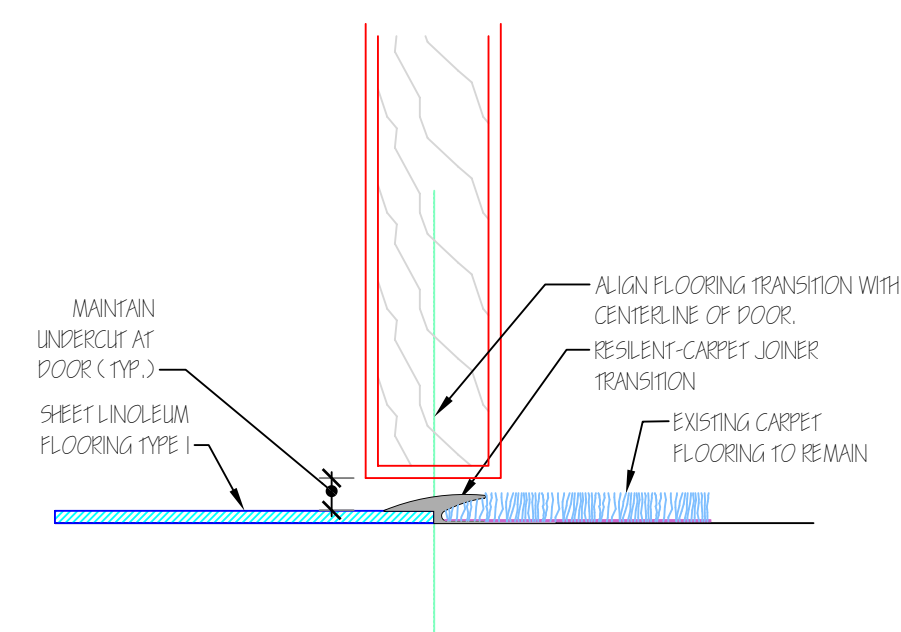
6 DETAIL AT FLOOR EXPANSION JT
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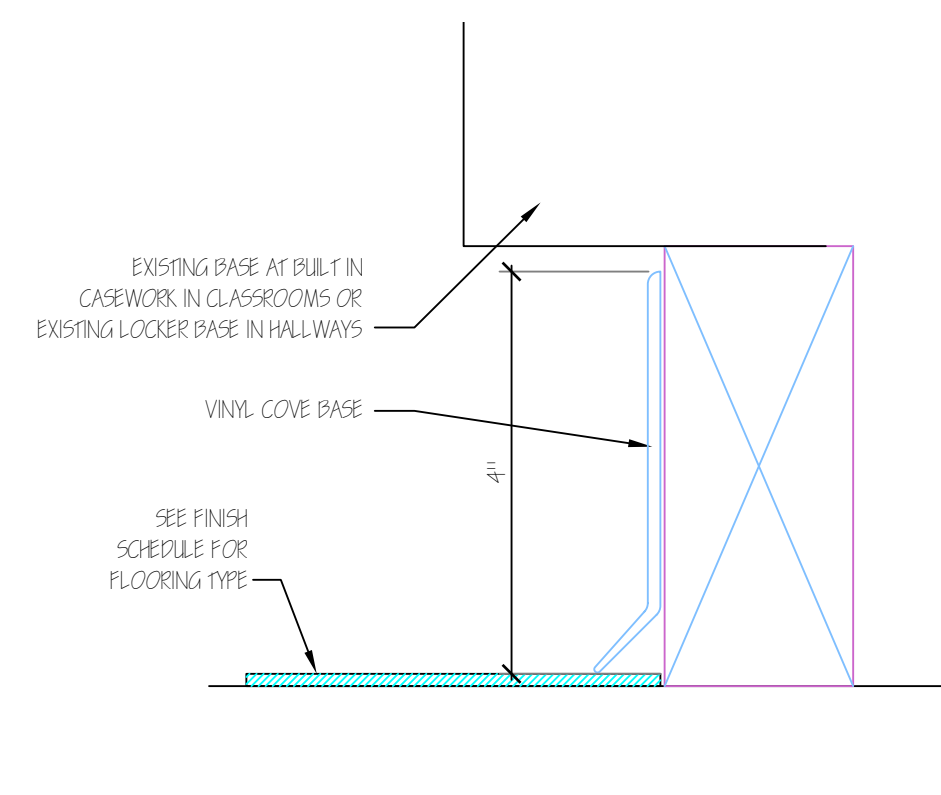
1 DETAIL AT FLOOR SEAM
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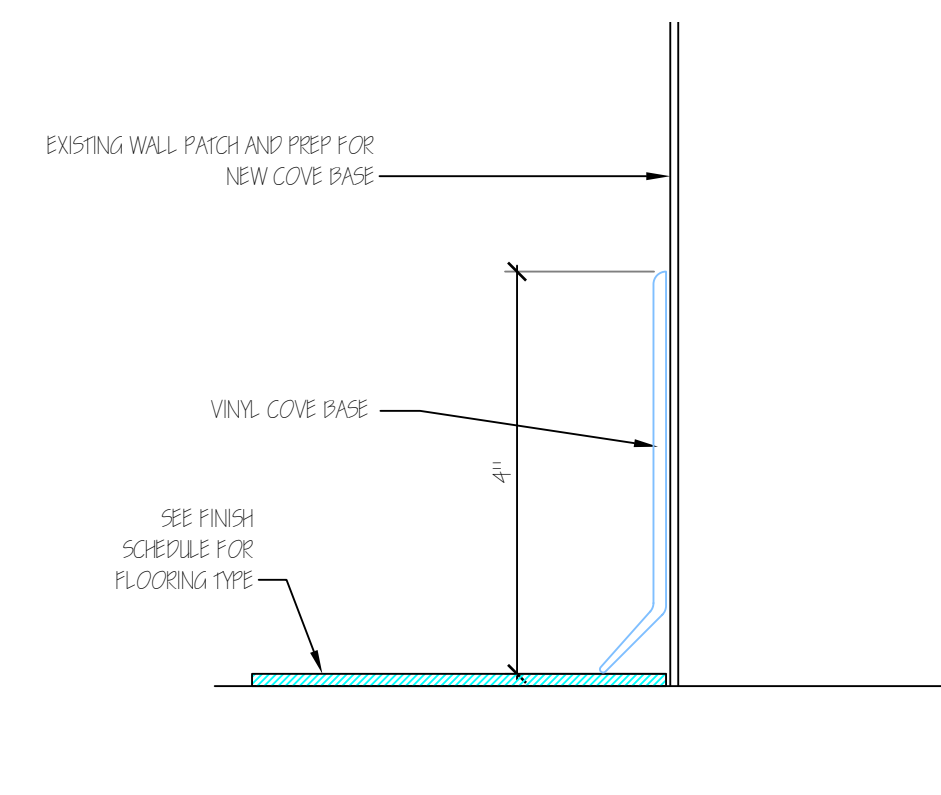
2 FLOOR TRANSITION DETAIL
NONE



3 FLOOR TRANSITION DETAIL
NONE



4 FLOOR / BASE TRANSITION DETAIL
NONE



5 FLOOR / BASE TRANSITION DETAIL
NONE

REV#	DESCRIPTION	REV DATE
1		

IFF DESIGN ARCHITECTS & PLANNERS <small>24 WASHINGTON AVENUE WALTHAM, MA 02452</small>		REV#: OR: SCALE: AS NOTED DATE: APRIL 30, 2012
PROJECT: FLOOR REPLACEMENT - THIRD FLOOR LEVEL McDEVITT MIDDLE SCHOOL 75 CHURCH STREET WALHAM, MA 02452		DRAWING NUMBER: A4
DRAWING TITLE: FLOORING DETAILS		JOB#: 26298