

# **PROJECT MANUAL**

## **Fire Protection Upgrades**

### **Halifax Elementary School**

464 Plymouth Street  
Halifax, MA 02338

### **Design Development Documents January 5, 2018**

#### Awarding Authority:

Town of Halifax  
499 Plymouth Street  
Halifax, MA 02338

#### Owner's Project Manager:

The Vertex Companies, Inc.  
400 Libbey Parkway  
Weymouth, MA 02189

#### Architect:

Habeeb & Associates Architects  
150 Longwater Drive  
Norwell, MA 02061  
**H&A JN 1614.01**

**DOCUMENT 00 0110****TABLE OF CONTENTS****Bidding and Contracting Requirements****Division 00 - Bidding and Contracting Requirements****PART A – BIDDING REQUIREMENTS**

Section 00 0110	Table of Contents	00 0110-01 – 00 0110-03
Section 00 1116	Invitation to Bid	00 1116-01 – 00 1116-03
Section 00 2113	Instructions to Bidders	00 2113-01 – 00 2113-10
	eBidding Registration Instructions	3 pages
Section 00 3126	Existing Hazardous Material Information	00 3126-01 – 00 3126-01
	Report not included in DD Submission	
Section 00 4123	Form for General Bid – BidDocs Online	2 pages
Section 00 4124	Form for Filed Sub-Bid	2 pages
Section 00 4125	Subcontract	00 4125-01 – 00 4125-03
Section 00 4300	Bid Bond	00 4300-01 – 00 4300-01
	AIA A310 Bid Bond	2 pages
Section 00 4500	Other Bidding Forms	00 4500-01 – 00 4500-01
	Unit Price Form	1 page
	Declaration Form: Non-Collusion, Debarment & Tax Attestation	1 page
	Conflict of Interest Certificate	1 page

**PART B – CONTRACT FORMS**

Section 00 5200	Standard Agreement	00 5200-01 – 00 5200-01
	AIA A101-2007 Standard Form of Agreement	
	Between Owner and Contractor	7 pages
Section 00 5400	Supplement to Form Agreement	00 5400-01 – 00 5400-02
Section 00 6113.13	Performance Bond	00 6113.13-01 – 00 6113.13-03
Section 00 6113.16	Payment Bond	00 6113.16-01 – 00 6113.16-02

**PART C – CONDITIONS OF THE CONTRACT**

Section 00 7200	General Conditions of the Contract	00 7200-01 – 00 7200-01
AIA A201-2007	General Conditions of the Contract for Construction	38 pages
Section 00 7300	Supplementary General Conditions	00 7300-01 – 00 7300-08
Section 00 8000	Other Forms and Reference Materials	00 8000-1 – 00 8000-1
	Clerk's Certificate	1 page
	W-9 Tax ID Form	4 pages
	Massachusetts Supplier Diversity Office:	
	Municipalities General Guidelines	6 pages
	Massachusetts Prevailing Wage Rates	Not Included in DD Submission
	Weekly Payroll Records Report & Statement of Compliance	1 page
	Weekly Payroll Report Form	1 page
	Excerpts from Applicable State Laws	12 pages
	AIA G702-1992 Application and Certificate for Payment	1 page
	AIA G703-1992 Continuation Sheet	1 page
	Town of Halifax "Inquiry about Criminal Record (CORI)" Forms	2 pages
Section 00 8600	Drawing List	00 8600-01 – 00 8600-01

**PART D - SPECIFICATIONS****Division 01 - General Requirements**

Section 01 1000	Summary	01 1000-01 – 01 1000-03
Section 01 2200	Unit Prices	01 2200-01 – 01 2200-02
Section 01 3000	Administrative Requirements	03 3000-01 – 01 3000-02
Section 01 3119	Project Meetings	01 3119-01 – 01 3119-02
Section 01 3300	Submittal Procedures	01 3300-01 – 01 3300-06
Section 01 3543	Environmental Procedures	Not included in DD Submission
Section 01 5000	Temporary Facilities and Controls	01 5000-01 – 01 5000-05
Section 01 6000	Product Requirements	01 6000-01 – 01 6000-03
Section 01 7000	Execution and Closeout Requirements	01 7000-01 – 01 7000-04
Section 01 7329	Cutting and Patching	01 7329-01 – 01 7329-04
Section 01 7839	Record Documents	01 7839-01 – 01 7839-04
Section 01 9119	Commissioning Requirements	Not included in DD Submission

**Division 02 - Existing Conditions**

Section 02 2820	Asbestos Remediation (Referenced in UEC Env-Proc. Section)	Not included in DD Submission
Section 02 4100	Demolition	02 4100-01 – 02 4100-05

**Division 03-06 - Not Used****Division 07 – Thermal**

Section 07 2100	Thermal Insulation	07 2100-1 – 07 2100-02
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**Division 09 - Finishes**

Section 09 0003	Acoustical Tile (Filed Sub-Bid Required)	09 0003-01 – 09 0003-01
Section 09 2116	Gypsum Board Assemblies	09 2116-01 – 09 2116-07
Section 09 5113	Acoustical Ceilings (Part of Section 09 0003, Filed Sub-Bid Required)	09 5113-01 – 09 5113-05
Section 09 9000	Painting and Coating	09 9000-01 – 09 9000-06

**Division 10-20 - Not Used****Division 21 - Fire Protection**

Section 21 0001	Fire Protection	21 0001-01 – 21 0001-??
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**END OF SECTION**

**SECTION 00 1116****INVITATION TO BID****THIS PROJECT IS BEING ELECTRONICALLY BID  
HARD COPY BIDS WILL NOT BE ACCEPTED**

Please review the instructions in the bid documents on how to register as an electronic bidder.  
The bids are to be prepared and submitted at [www.biddocsonline.com](http://www.biddocsonline.com).  
Tutorials and instructions on how to complete the electronic bid documents are available online  
(click on the "Tutorial" tab at the bottom footer).

The Town of Halifax, the Awarding Authority, invites sealed bids for the following project:

Fire Protection Upgrades  
Halifax Elementary School  
464 Plymouth Street, Halifax, MA 02338  
H&A JN 1614.01

in accordance with the documents prepared by Habeeb & Associates Architects dated February 28, 2018.

Nature and scope of work: Replacement of existing dry sprinkler system with wet sprinkler system throughout entire building. The project has an estimated construction cost of \$600,000.

FILED SUB-BIDS: Filed sub-bidders must be DCAMM certified for the sub-trade category of **Acoustical Tile** (*Specification Section 09 0003*) and bidders must include a current DCAMM Sub-Bidder Certificate of Eligibility and a signed DCAMM Sub-Bidder's Update Statement.

Filed Sub-bids will be received until **Thursday, March 15, 2018 at 4pm** and publicly opened, forthwith online.

GENERAL BIDS: General Bidders must be certified by the Division of Capital Asset Management and Maintenance (DCAMM) as a prime contractor in the category of **Fire Protection** and must submit a current DCAMM Certificate of Eligibility and signed DCAMM Prime Update Statement (Form CQ 3).

General Bids will be received until **Thursday, March 22, 2018 at 4:00pm** and publicly opened, forthwith online. Late bids will be rejected.

All Bids should be submitted electronically online at [www.biddocsonline.com](http://www.biddocsonline.com) and received no later than the date and time specified above.

BID SECURITY: General bids and Filed Sub-bids shall be accompanied by a bid deposit in the form of a bid bond, certified check, treasurer's check, or cashier's check issued by a responsible bank or trust company payable to the Town of Halifax in the amount of 5% of each General and Filed Sub-Bid amount.

DRAWINGS AND SPECIFICATIONS: Construction Bid Documents will be available for pickup at [www.biddocsonline.com](http://www.biddocsonline.com) (may viewed electronically and a hard copy requested) or at Nashoba Blue, Inc. at 433 Main Street, Hudson, MA 01749 (978-568-1167); after **9:00 AM on Wednesday, February 28, 2018**. There is a plan deposit of \$50.00 per set (maximum of 2 sets) payable to BidDocs ONLINE Inc.

Deposits may be electronically paid or must be a certified or cashier's check. This deposit will be refunded for up to two sets for general bidder and for one set for sub-bidders upon return of the sets in good

Halifax Elementary School

January 5, 2018

condition within thirty days of receipt of general bids. Otherwise the deposit shall be the property of the Awarding Authority.

Additional sets may be purchased for \$50.00 per set.

Bidders requesting Contract Documents to be mailed to them shall include a separate check for \$40.00 per set for UPS Ground (or \$65.00 for UPS Overnight), payable to BidDocs ONLINE Inc. to cover mail handling costs.

The Contract Documents may be seen, but not removed at: Nashoba Blue Inc., 433 Main Street, Hudson, MA 01749, 978-568-1167.

General and Filed-Sub Bidders must agree to follow the *Municipalities General Guidelines set forth by the Commonwealth of Massachusetts, Executive Office for Administration and Finance, Supplier Diversity Office (SDO), dated January 20, 2012* under cover of the Project Manual: C – Conditions of the Contract, Section 00 8000 - Other Forms.

PRE-BID MEETING: An orientation, site inspection and pre-bid meeting will be held at the Halifax Elementary School, 464 Plymouth Street, Halifax, MA 02338 on **Tuesday, March 6, 2018 at 11:00 AM**. General bidders and sub-bidders are invited and encouraged to attend this meeting.

The Contractor shall direct all questions via e-mail concerning the drawings and project manual to the Designer:

Scott Bancroft, AIA, Habeeb & Associates Architects, [sbancroft@habeebarch.com](mailto:sbancroft@habeebarch.com)

The Owner's Project Manager and the Owner shall be copied on all such questions:

Stephen Theran, The Vertex Companies, [stheran@vertexeng.com](mailto:stheran@vertexeng.com)

Charlie Seelig, Town of Halifax, [cseelig@town.halifax.ma.us](mailto:cseelig@town.halifax.ma.us)

Bidding procedures shall be in accordance with M.G.L. c. 149, §§44A-44J, as most recently amended, and all other applicable laws.

Bids are subject to M.G.L. c.149 §44A-J & to minimum wage rates as required by M.G.L. c.149 §§26 to 27H inclusive. Copies are bound in this Project Manual.

All bids shall remain in effect for sixty (60) days, Saturdays, Sundays and legal holidays not included, after the opening of General Bids.

The **Town of Halifax** reserves the right to reject any or all general bids if it is in the public interest to do so.

The **Town of Halifax** does not discriminate on the basis of sex, race, age, physical disability, religion or national origin.

The **Town of Halifax** reserves the right to evaluate responsiveness and responsibility of all contractors, including pre-qualified contractors, throughout the procurement and contracting process.

BONDS: The successful general bidder will be required to furnish a Performance Bond and Payment Bond each in the amount of one hundred percent (100%) of the contract sum. Bonds shall be obtained from a surety licensed to do business in the Commonwealth of Massachusetts.

All General and Sub-Bidders are advised that all contractors and their employees working on this project, on premises, shall be required to submit to the Town of Halifax Inquiry About Criminal Record (CORI) system check. The CORI form can be found in Section 00 8000 of this Project Manual.

If applicable, bids shall be in accordance with M.G.L. Chapter 30B, Chapter 149 as amended, and Chapter 30, Sections 39A, 39B and 39F-R. All Employees to be employed on the project must have successfully completed a course in construction safety and health approved by OSHA and of at least 10 hours duration, pursuant to M.G.L. Chapter 30, Section 39S(a)(2).

**END OF SECTION**

**SECTION 00 2113****INSTRUCTIONS TO BIDDERS****THIS PROJECT IS BEING ELECTRONICALLY BID  
HARD COPY BIDS WILL NOT BE ACCEPTED**

Please review the instructions in the bid documents on how to register as an electronic bidder.

The bids are to be prepared and submitted at [www.biddocsonline.com](http://www.biddocsonline.com).

Tutorials and instructions on how to complete the electronic bid documents are available online (click on the "Tutorial" tab at the bottom footer).

**Article 1 - Bidder's Representation**

- 1.1 Each General Bidder or Sub-bidder (hereinafter called the "**Bidder**") by making a bid or sub-bid (hereinafter called "**bid**") represents that:
1. The Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.
  2. The Bidder has visited the site and is familiar with the local conditions under which the Work has to be performed.

- 1.2 The Work consists of the Halifax Elementary School Fire Protection Upgrades Project, 464 Plymouth Street, Halifax, MA 02338, as more specifically described in the attached Contract Documents.

The Contractor shall provide all labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, and all other things necessary to do all Work required for the completion of each item of the Work and as herein specified.

The Work to be done and paid for under any item shall not be limited to the exact extent mentioned or described but shall include all incidental work necessary or customarily done for the completion of that item.

- 1.3 Each bidder must familiarize himself fully with the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.
- 1.4 All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of bidders and is not guaranteed.

It is agreed and understood that the Awarding Authority does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents.

It is further agreed and understood that no bidder or Contractor shall use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Awarding Authority or the Architect, arising from or by reason of any variance which may exist between the information made available and the actual subsurface or other structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

- 1.5 Prevailing Wage Rates as determined by the Commissioner of Department of Labor and Industries under the provision of the Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the Contractor and every subcontractor, before bid opening, to request if necessary, any additional information on Prevailing Wage Rates for those tradespeople who may be employed for the proposed work under this Contract. State Schedules of Prevailing Wage Rates are included in the Bidding and Contract Requirements.
- 1.6 Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the bid as submitted.

## **Article 2 - General Bidder's And Filed Sub-Bidder's Certification**

### **2.1 General bids shall be submitted with the following:**

1. A Certificate of Eligibility on the appropriate form prescribed and issued by the Division of Capital Asset Management and Maintenance ( DCAMM), showing that the Bidder is eligible to bid on projects of this size in the specified category of work (create a pdf file of the Certificate and browse & attach at [www.biddocsonline.com](http://www.biddocsonline.com)); and
2. A Contractor Update Statement, DCAMM Form CQ3 (create a pdf file of the Update Statement and browse & attach at [www.biddocsonline.com](http://www.biddocsonline.com) or complete the Update Statement online at [www.biddocsonline.com](http://www.biddocsonline.com)).
3. The Contractor Update Statement (CQ3) is not a public record as defined in DCAMM regulation 810 CMR 8.06 and will not be open to public inspection.

### **2.2 Filed sub-bids shall be submitted with the following:**

1. A Sub-Bidder Certificate of Eligibility on the appropriate form prescribed and issued by DCAMM showing that the sub-bidder is eligible to bid on public projects in the specified category of work (create a pdf file of the Certificate and browse & attach at [www.biddocsonline.com](http://www.biddocsonline.com)); and
2. A Sub-Bidder Update Statement on a form prescribed by DCAMM (create a pdf file of the Update Statement and browse & attach at [www.biddocsonline.com](http://www.biddocsonline.com) or complete the Update Statement online at [www.biddocsonline.com](http://www.biddocsonline.com)).
3. The Sub-Bidder Update Statement is not a public record as defined in DCAMM regulation 810 CMR 8.06 and will not be open to public inspection.

- 2.3 It is the Bidder's responsibility to obtain the necessary forms from DCAMM and make application in sufficient time for evaluation of the application and issuance of a Certificate of Eligibility prior to bid.
- 2.4 Be advised that a new Massachusetts law has been enacted that requires all employees who work on Massachusetts public works construction sites must have no less than 10 hours of

OSHA- approved safety and health training. See Chapter 306 of the Acts of 2004, which will become effective July 1, 2006.

1. This requirement will apply to any general bid or sub bid submitted on or after July 1, 2006 and to any contract awarded on or after July 1, 2006.
  2. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation to this requirement and to restrain the performance of these contracts by non-complying contractors.
  3. The Contractor, and all subcontractors on this project will be required to provide certification of compliance with this requirement in accordance with the provisions of Section 01100 of these Contract Documents. Non-compliance with this new Massachusetts Law will disqualify you from bidding on public contracts.
- 2.5** Each bidder is required to provide certifications on the document regarding Public Contract Debarment (under MGL, Chapter 29, Section 29F), a Certificate of Non-Collusion (MGL, Chapter 40, Section 4B1/2, or Chapter 30, as applicable), and the Attestation Statement Payment of Taxes (MGL, Chapter 62C, Section 49A) which must be signed and submitted with an original signature or the bid will be rejected. Each bidder is also required to provide a Conflict of Interest Certification and a Unit Price Form, These forms can be found in Section 00 4500 – Other Bidding Forms.

Finally, each bid must include a signed Vendor/Contractor Indemnification and Vendor/Contractor Certification required by the funding agent Massachusetts State Building Authority. The forms can be found in Sections 00 4134A and 00 4134B.

### **Article 3 - Requests for Interpretation**

- 3.1** Bidders shall promptly notify the Designer of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 3.2** Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the Designer.
  1. The Designer will answer such requests from Filed Sub-Bidders if received no later than **4pm on March 13, 2018.**
  2. The Designer will answer such requests from General Bidders if received no later than **4pm on March 20, 2018.**
  3. Requests for interpretation may be submitted via email only. No phone calls will be taken. Every request for such interpretation should be submitted in writing and addressed to Scott Bancroft, Stephen Theran, and Charlie Seelig. Send each request to Scott Bancroft at Habeeb & Associates Architects, (email) [sbancroft@habeebarch.com](mailto:sbancroft@habeebarch.com), Stephen Theran, The Vertex Companies, (email) [stheran@vertexeng.com](mailto:stheran@vertexeng.com) and to Charlie Seelig, Town Administrator, Town of Halifax, (email) [cseelig@town.halifax.ma.us](mailto:cseelig@town.halifax.ma.us). Email requests shall include a subject heading that clearly identifies this project and includes the phrase "Request for Clarification" or "Request for Interpretation."
- 3.3** Interpretation, correction, or change in the Contract Documents will be made by written Addendum which will become part of the Contract Documents. Neither the Town of Halifax nor the Designer will be held accountable for any oral interpretations, corrections, or changes.
- 3.4** Copies of addenda will be made available for inspection at the locations listed in the Advertisement where Contract Documents are on file or online at [www.biddocsonline.com](http://www.biddocsonline.com).

Hard copies of the addenda will not be forwarded to the plan holders. The bidder is solely responsible for reviewing all addenda posted on the project website.

#### **Article 4 - Preparation and Submission of Bids**

##### **4.1 Forms and Bid Preparation**

Bids shall be submitted electronically on the "**Form for General Bid**" or the "**Form for Sub-Bid**" at [www.biddocsonline.com](http://www.biddocsonline.com), as appropriate and available at no cost. The forms enclosed in the Project Manual shall not be extracted or used.

1. All bidders must complete and submit the electronic bidder registration form (**Electronic Bidder Signature Authorization Form** – hard copy) to BidDocs ONLINE Inc. The form must be received by BidDocs ONLINE Inc. at least three business days prior to the bidding opening for processing. The Town of Halifax, the Designer or BidDocs ONLINE Inc. will not be held accountable if the bidder fails to submit the electronic bidder registration form in a timely manner. Instructions to submit the form are in the Contract Documents and are available at [www.biddocsonline.com](http://www.biddocsonline.com) (click on the "Tutorial" tab at the bottom footer).
2. All entries on the bid form shall be made online. Any documents that are attached to the bid must be in a pdf format.
3. Sums shall be expressed in both words and figures in the space indicated on the bid form. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control. Note: **The electronic bid forms match the "word" amount to the numeric "figure" amount entered.**
4. If the requirement of Performance and Payment Bonds for filed sub-contractors is left blank by the General Bidder on the Form for General Bid, the Town of Halifax shall interpret this as a "yes". No increase in contract price will be allowed for providing these bonds. Note: **The system requires that the general bidder explicitly acknowledge yes or no.**
5. Costs for subcontractor's bond premiums shall be paid for by the General Contractor in accordance with M.G.L. c.149 §44F.

##### **4.2 Bid Deposits shall be:**

1. at least five percent (5%) of the greatest possible bid amount, considering all alternates;
2. made payable to the **Town of Halifax**;
3. conditioned upon faithful performance by the principal of the agreements contained in the bid, and
4. in the form of:
  - a. cash,
  - b. certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or
  - c. bid bond issued by a surety company licensed to do business in the Commonwealth of Massachusetts.

Note: Both the "bid bond" or "check" bid deposits are to be scanned and uploaded to the system as a pdf file. **IMPORTANT NOTICE:** If the bidder elects to make a bid deposit in the form of "cash" or "check" the bidder must have the cash or check physically delivered to the Town of Halifax prior to the date and time of the bid opening.

5. retained until the execution and delivery of the Owner/Contractor Agreement if they represent the bid deposit of one of the three (3) lowest responsible and eligible General

Bidders or one of the three (3) lowest Sub-bidders in a filed sub-bid trade, or a sub-bidder listed by one of the three (3) lowest General Bidders.

#### 4.3 Electronic Submission of Filed Sub-Bids

Sub-bids, including the bid deposit, DCAMM Sub-Bidder Certificate of Eligibility, DCAMM Sub-Bidder Update Statement and required miscellaneous forms noted in the bid documents shall be submitted electronically online at [www.biddocsonline.com](http://www.biddocsonline.com). No hard copy bids will be accepted.

You will receive an email confirming submission of your bid. Click on the email link to review and print the submitted bid documents. Keep the email as a **receipt** that your bid was submitted.

**Note:** You may modify your bid at any time prior to the bid date and time advertised. You will receive a new email each time you re-submit your bid.

1. Date and time for receipt of bids is set forth in the Advertisement.
2. Timely submission of a bid online shall be the full responsibility of the Bidder. **Note:** The project countdown clock on the website is the official clock that will determine when the bids are due.

#### 4.4 Electronic Submission of General Bids

General Bids, including the bid deposit, DCAMM Certificate of Eligibility, Prime /General Contractor, Update Statement (CQ3) and required miscellaneous forms noted in the bid documents shall be submitted electronically online at [www.biddocsonline.com](http://www.biddocsonline.com). No hard copy bids will be accepted.

You will receive an email confirming submission of your bid. Click on the email link to review and print the submitted bid documents. Keep the email as a **receipt** that your bid was submitted.

**Note:** You may modify your bid at any time prior to the bid date and time advertised. You will receive a new email each time you re-submit your bid.

1. Date and time for receipt of bids is set forth in the Advertisement.
2. Timely submission of a bid online shall be the full responsibility of the Bidder. **Note:** The project countdown clock on the website is the official clock that will determine when the bids are due.

#### 4.5 Sub-Trade Solicitations

1. If the General Bidders are instructed to carry an amount for a given sub-trade listed under Item 2, General Bidders shall list the sub-trade, and amount provided by the Town of Halifax. The line under **bonds required** on the General Bid Form should be marked "no" in order for subparagraph 4.4.2.a. to be applicable.
2. Overhead and Profit for supervision of the sub-trade in question shall be included by all General Bidders in Item 1.
3. Additional overhead and profit is not allowed on the incremental difference as stated in M.G.L. c.149 §44F (4)(a)(2) nor on the costs for the additional bond premiums.

#### 4.6 Addenda

1. All modifications to the bid documents will be issued via an addendum. All registered plan holders will be electronically notified when addenda are issued. Hard copies of the addenda will not be forwarded to the plan holders. The bidder is solely responsible for reviewing all

addenda posted on the project website. The bidder must acknowledge all addenda have been reviewed by selecting “yes” or “no” as part of the e-bidding process. If the bidder selects “no”, the bidder will automatically be directed to the Addenda icon on the project page.

## **Article 5 - Alternates**

### **NOT USED**

## **Article 6 - Withdrawal Of Bids**

### **6.1 Before Opening of Bids**

1. Any bid may be withdrawn (retracted) prior to the time designated for receipt of bids upon clicking the tab to “Retract Bid”. The bidder and Town of Halifax will receive an email confirming that the bidder retracted the bid.
2. Withdrawn bids may be modified and resubmitted up to the time designated for the receipt of bids.

### **6.2 After Opening of Bids**

Bidders may withdraw a bid, without penalty, any time up to the time of Award as defined in paragraph 6.1, and upon demonstrating, to the satisfaction of the Town of Halifax, that a bona fide clerical error was made during the preparation of the bid. Failure to conclusively demonstrate a bona fide clerical error may result in forfeiture of the bid deposit.

- 6.3** In the event of a general bid withdrawal after opening of bids, the Town of Halifax shall consider the bid from next lowest eligible and responsible bidder.

### **6.4 Sub-bid Withdrawal/Substitution**

1. **Selection:** Should a filed sub-bidder listed on the Form for General Bid of the selected General Contractor (per Article 7 of these instructions) withdraw its bid, be unable to provide performance and payment bonds as required by the selected General Contractor, or otherwise refuse to sign a subcontract with the selected General Contractor, the Awarding Authority and the selected General Contractor shall consider the other sub-bids to which the Awarding Authority and the selected General Contractor make no objection and substitute a new sub-bidder for such trade.
2. **Lack of Acceptable Sub-Bid for Sub-Trade:** Subject to G.L.c.149, §§ 44D-44F, if no sub-bid is filed for a sub-trade designated in Item 2 of the General Bid Form the Awarding Authority shall state, in an addendum to be issued with the list of sub-bidders, the allowed amount to be included for such sub-trade by a general bidder under Item 2 of the General Bid Form and new sub-bids for such a sub-trade shall be requested forthwith by written invitation to three or more qualified sub-bidders and shall be publicly opened and read by the Awarding Authority at a time and place to be specified in such invitation. The Contractor shall cause the work covered by such sub-trade to be done by the lowest responsible and eligible sub-bidder against whose standing and ability the Contractor makes no objection or, if there is no such sub-bidder, by such Sub-contractor against whose standing and ability the Contractor makes no objection and for such sum as the Contractor and the Awarding Authority may agree upon; and the general contract price shall be adjusted by the difference between the sub-contract sum and the allowed amount stated in the addendum. The General Bidder shall include under Item 1 of the general bid form all expenses and profits on account of such adjustments.

3. **Process:** If the selected General Contractor:
- a. **required bonds (on the Form for General Bid) for the sub-bidder who withdrew** then the selected General Contractor's contract amount shall be adjusted to account for:
    - 1) the difference between the amount of the sub-bid listed on the Form for General Bid and the amount of the replacement sub-bid, and
    - 2) the incremental difference in the cost of the General Contractor bonds premiums, but
    - 3) there will be no compensation for additional subcontractor bond premiums
  - b. **did not require bonds (on the Form for General Bid) for the sub-bidder who withdrew** and now the selected General Contractor wants bonds from the replacement sub-bidder, then the selected General Contractor's contract amount shall be adjusted:
    - 1) to account for the difference between the amount of the sub-bid listed on the Form for General Bid and the amount of the replacement sub-bid,
    - 2) the amount for the new sub-bidder's performance and payment bonds, and
    - 3) the incremental difference in the cost of the General Contractor bond premiums.
3. There shall be no adjustment to the selected General Contractor's contract amount except as set forth in 6.4.3.a and 6.4.3.b. Additional overhead and profit is not allowed on the incremental difference in the sub-bids or on the costs for the additional bond premiums.

#### **Article 7 - Contract Award**

- 7.1 **Award** means both the determination and selection of the lowest, responsible and eligible bidder, by the Town of Halifax.
- 7.2 The Town of Halifax will award the contract to the lowest responsible and eligible bidder within thirty (30) days, Saturdays, Sundays, and legal holidays excluded after the opening of bids in accordance with M.G.L. c.149 §44A.
- 7.3 The Contract will be awarded to the lowest responsible and eligible Bidder, except in the event of substitution as provided under M.G.L. c.149 §§44E and 44F, in which cases the procedure as required by said sections shall govern the award of the Contract.
- 7.4 The award of this Contract is subject to the approval of the Town of Halifax. Contracts without approval shall not be considered valid.
- 7.5 The Town of Halifax reserves the right to waive any informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.6 The Awarding Authority also reserves the right to reject any sub-bid if it determines that such sub-bid does not represent the bid of a person competent to perform the work as specified, or if less than three sub-bids are received for a sub-trade, or if bid prices are not reasonable for acceptance without further competition.
- 7.7 As used herein, the term "lowest responsible and eligible bidder" shall mean the General Bidder whose bid is the lowest of those Bidders demonstrably possessing the skill, ability, and integrity necessary for the faithful performance of the work, and who meets the requirements for Bidders set forth in M.G.L. c.149 §44A-J and is not debarred from bidding under M.G.L. c.149 §44C; and who shall certify that they are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

- 7.8** No award will be made to any bidder who cannot satisfy the Awarding Authority that he has sufficient ability and experience in this class of work and sufficient capital and plant to enable him to prosecute and complete the work successfully within the time named. The Awarding Authority's decision or judgment on these matters will be final, conclusive, and binding.

The Awarding Authority may make such investigations as it deems necessary, and the bidder shall furnish to the Awarding Authority, under oath if so required, all such information and data for this purpose as the Awarding Authority may request.

- 7.9** Subject to, and except as otherwise may be provided by G.L.c.149. §§ 44B and 44E, the successful bidder, upon his failure or refusal to execute and deliver the Contract and bonds required within fourteen (14) days (Saturdays, Sundays and legal holidays excluded) after he/she has received notice of the acceptance of his/her bid, shall forfeit to the Town of Halifax, as liquidated damages for such failure or refusal, a portion of security deposited with his/her bid, but the amount forfeited shall not exceed the difference between his/her bid price and the bid price of the next lowest responsible and eligible bidder.

#### **Article 8 - Forms Required For Contract Approval**

- 8.1** Upon Award, the General Bidder shall complete the following forms to ensure prompt contract validation. These forms will be provided to the selected General Bidder by the Town of Halifax. Submit (5) originals of each.

The bidder agrees to execute the standard contract as prepared by the Town of Halifax, a copy of which is included in the Bid Documents and is also on file with the Purchasing Agent and can be inspected during regular business hours. The successful bidder will receive five (5) copies of a contract and a bond, if applicable, at the earliest possible date. Said contract (all copies) should be signed, the bond, if applicable, properly executed, and returned to the Purchasing Agent. These documents will then be signed by the proper Town officials and one copy will be returned to the bidder.

- 8.2** **Owner/Contractor Agreement and Form of Corporate Vote.**

- 8.3** **Form of Contractor's /Sub-Contractor's Equal Employment Certification in accordance with the General Conditions.**

The Town of Halifax, MA is an affirmative action/equal opportunity owner/purchaser. The bidder's attention is directed to the minimum workforce percentage requirements for Minority Business Enterprise and Women's Business Enterprise participation stated in the *Municipalities General Guidelines set forth by the Commonwealth of Massachusetts, Executive Office for Administration and Finance, Supplier Diversity Office (SDO), dated January 20, 2012* under the cover of the Project Manual. Comply with all applicable State Laws, Town Bylaws, and rules and regulations regarding affirmative action/equal employment opportunity requirements. Failure of a bidder to comply with any such law, bylaw, rule or regulation shall constitute grounds for the Town to reject a bid or to otherwise reject or terminate the award of the contract pursuant to these contract documents.

The successful bidder shall be legally bound by the policies of the Town of Halifax with regard to:

1. Contract Compliance procedures dealing with Affirmative Action in employment and hiring regarding construction contracts and

2. Minority Enterprise Program that deals with procedures for the utilization of Minority Contractors and Professional Service Firms.

- 8.4 Form of Performance Bond and Form of Payment Bond** must be submitted by the General Contractor on the Town of Halifax's form, in accordance with the General Conditions. The dates on the bonds must coincide with the contract date, and a current Power-of-Attorney must be attached to each bond.

All bonds submitted to the Town of Halifax must be issued by an Insurance Company licensed to issue bonds in the Commonwealth of Massachusetts and approved by the U.S. Department of the Treasury. All bonds must be satisfactory in form to the Town Solicitor. The bonds shall remain in force for one year after final acceptance of the work by the Owner, unless the Owner, in writing, releases the Contractor from the obligation sooner.

- 8.5 Performance and Payment Bonds** must also be submitted for all filed subcontractors, if required by the General Bidder on its Form for General Bid, in the total amount of the subcontract payable to the General Contractor.

- 8.6 Insurance Certificates** for the General Contractor all **filed subcontractors** are required and must be submitted in accordance with the General Conditions. General Contractors must indicate on special perils insurance or installation floater if stored materials are covered.

The Contractor shall carry and continuously maintain until completion of the Contract, insurance as specified in the General Conditions of the Contract for Construction and in such form as shall protect him performing work covered by this Contract, or the Town of Halifax, MA and its employees, agents and officials, from all claims an liability for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this Contract. The Contractor covenants and agrees to hold the Town and its employees, agents and officials harmless from loss or damage due to claims for personal injury and/or property damage arising from, or in connection with operations under this Contract.

- 8.7 Form of Subcontract for all filed subcontractors** - executed and submitted on the statutory subcontract form.
- 8.8 Statement of Management on Internal Accounting Controls and a Statement prepared by a CPA** expressing an opinion to the state of Management Controls, as required by M.G.L. c.30 §39R. This applies to the General Contractor only.

#### **Article 9 - Contract Validation**

- 9.1** The Owner-Contractor Agreement shall not be valid until signed by Town of Halifax.
- 9.2** The Notice to Proceed for construction shall not be issued until the Owner/Contractor Agreement has been validated by the Town of Halifax.
- 9.3** Incomplete or unacceptable submissions of forms required by paragraphs 8.2 - 8.7 will delay the validation of the Owner/Contractor Agreement by the Town of Halifax.
- 9.4** The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances or Bylaws, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in

Halifax Elementary School

January 5, 2018

the Contract the same as though herein written out in full. Attention is directed to Section 00 8000: Excerpts from Applicable State Law and to other applicable sections of this specification.

- 9.5** The bidder must agree to commence work within ten (10) calendar days of the date of the Notice to Proceed or, in the absence of such a notice, of the date of execution of a contract with the Town and to fully complete the project within the time limit stated in Specification Section 01 1000 – Summary.
- 9.6** All General Bidders are advised that all contractors and their employees working on this project, on premises, shall be required to submit to the Town of Halifax Inquiry About Criminal Record (CORI) system check. Forms are located under Section 00 8000 - Other Forms of the Project Manual.

**END OF SECTION**

# Tutorial #1

## eBidding REGISTRATION INSTRUCTIONS

Below are the step by step instructions on how to register to use BidDocs ONLINE eBidding. There is no cost to register. Start by going to

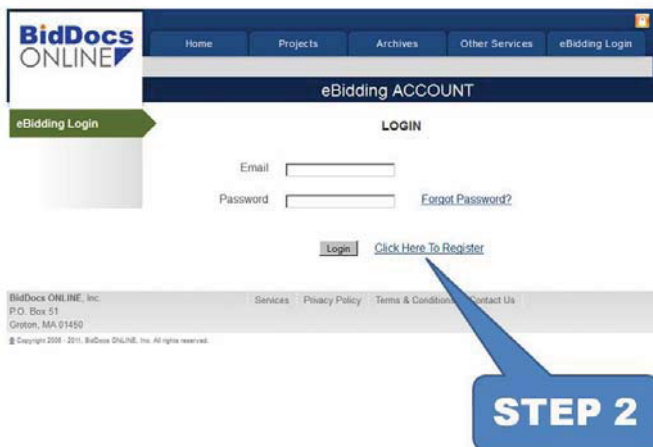
[www.biddocsonline.com](http://www.biddocsonline.com)



eBidding Registration Instructions

1

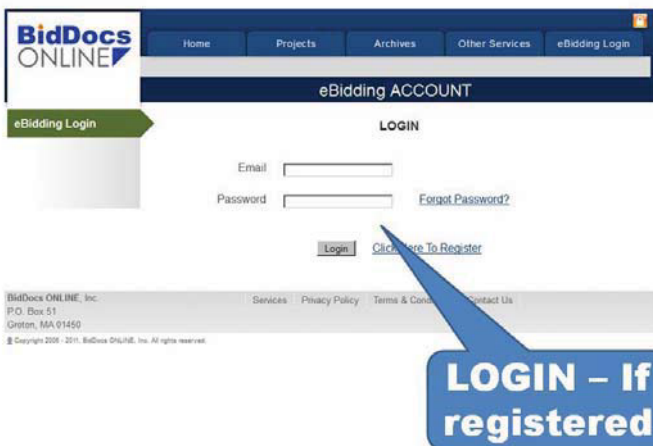
**STEP 1:** Click on the “eBidding Login” tab at the top of the page.



eBidding Registration Instructions

2

**STEP 2:** If your company has not previously registered, click on the text “[Click Here To Register](#)”.



eBidding Registration Instructions

3

**STEP 3:** If your company has previously registered, login by entering the registered email address and password and then click the “Login” button.

Note: Your company will have only one registration and must use the same password.

**eBidding ACCOUNT**

**REGISTRATION**

All fields must be completed to continue to your Electronic Bidder Account. Please remember to print, sign and forward your registration form and forward to BidDocs ONLINE, Inc. at least 3 days prior to submitting a bid.

User Name:  Title:

Person authorized to sign bids:

Company Name:

Type of Entity:  SDO Certification: ☐ YES ☐ NO ☐ DSE

☒ Check if same as street address

Street Address:

City/Town:  State:  Zip Code:

Phone:  Fax:

Federal ID:  or Social Security Number:

Email:  User ID:

Password:  (8 characters and/or numbers)

Verify Password:

Your company must register as an Electronic Bidder in order to submit a bid on projects designated for Electronic Bidding on BidDocs ONLINE. The Electronic Bidder designation is separate and different from the Electronic Plan reader designation.

**IMPORTANT:** The original copy of the registration form must be forwarded to BidDocs ONLINE, Inc. It must be received three (3) business days prior to the bid date. The form must be sent via a delivery method that can trace the delivery to BidDocs ONLINE. An electronic bid may not be submitted unless the original form received by BidDocs ONLINE and authorization is confirmed.

Once your company is registered as an Electronic Bidder, your company may modify and update information at any time. The ELECTRONIC BIDDING SIGNATURE AUTHORIZATION FORM must be resubmitted if your company name or the person authorized to submit your bids changes. In such a case, an updated ELECTRONIC BIDDING SIGNATURE AUTHORIZATION FORM must be received by BidDocs ONLINE, Inc. no later than three (3) days prior to the bid date.

☐ I have read and agree to all terms and conditions

**STEP 3:** All fields must be completed in the registration form.

**STEP 4:** After completing the registration form, you must read and acknowledge the Terms and Conditions. Click the "Submit" button.

**BidDocs ONLINE**

Home Projects Archives Other Services eBidding Login

**eBidding ACCOUNT**

**LOGIN**

Email:  myname@emailaddress

Password:  [Forgot Password?](#)

[Click Here To Register](#)

BidDocs ONLINE, Inc.  
P.O. Box 51  
Groton, MA 01459

Services Privacy Policy Terms & Conditions Contact Us

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**STEP 5:** Enter the email and password previously created during the registration process and click "Login".

**BidDocs ONLINE**

Home Projects Archives Other Services eBidding

**ELECTRONIC BIDDING**

**ACCOUNT AUTHORIZATION**

**IMPORTANT:** The original copy of the registration form must be forwarded to BidDocs ONLINE, Inc. no later than three (3) business days prior to the bid date. The form must be sent via a delivery method that can trace the delivery to BidDocs ONLINE. An electronic bid may not be submitted unless the original form is received by BidDocs ONLINE and authorization is confirmed.

**Note:** If your company name or authorized person submitting bids changes, you must complete a new authorization form and submit it to BidDocs ONLINE, Inc. at least 3 days prior to submitting a bid.

BidDocs ONLINE Inc.  
P.O. Box 51  
61 Skyfields Drive  
Groton, MA 01450  
Attn: eBid Signature Authorization Form

**STEP 6:** After logging in, the account authorization screen will appear. You must click "Print Form" to proceed to Step 7.

**STEP 7:** Print and notarize the form (sign in blue ink). Return the original “Electronic Bidder Signature Authorization Form” to BidDocs ONLINE Inc.

The mailing address is:  
**BidDocs ONLINE Inc.**  
**P.O. Box 51**  
**61 Skyfields Drive (for overnight)**  
**Groton, MA 01450**

Your company is responsible for ensuring that BidDocs ONLINE receives the signed Electronic Bidder Signature Authorization Form a minimum of three (3) business days prior to the bid date. BidDocs ONLINE will notify you by email that your form has been received and processed. A unique bar code will identify your bid paperwork.

*Note: The registration form will remain “active” until such time that your company requests a change in the person signing the form, the company address or other pertinent company information. Your company is responsible for printing and resubmitting an updated form as required.*

**STEP 8:** While the Electronic Bidder Signature Authorization Form is being processed, you may commence completing the common forms (DCAM Eligibility and Sections 1-4 of the DCAM Update Statement) that are required for MGL c. 149 bids. (See Tutorial #2 - eBidding Common Forms Instructions)

Please note that you are responsible for completing the associated forms for each sub-trade and/or general bid as applicable.

**Summary: THIS PROJECT IS BEING ELECTRONICALLY BID AND HARD COPY BIDS WILL NOT BE ACCEPTED BY THE AWARDING AUTHORITY.** You must submit your bid electronically at [www.biddocsonline.com](http://www.biddocsonline.com). At any time during the bidding process, you may print the various bid documents for your company's records. Additional instructions to complete the other bid forms are accessible on the BidDocs ONLINE website (click on the “Tutorial” tab at the bottom footer).

**SECTION 00 3126**

**EXISTING HAZARDOUS MATERIAL INFORMATION**

**PART 1 – GENERAL**

**1.01 DESCRIPTION**

- A. *Report for Asbestos Containing Materials*  
By Universal Environmental Consultants, Dated ??, 2018

**END OF SECTION**

# FORM FOR GENERAL BID

## TO THE AWARDING AUTHORITY

A. The undersigned proposes to furnish all labor and materials required for \_\_\_\_\_ for the

PROJECT

in \_\_\_\_\_, Massachusetts,

in accordance with the accompanying plans and specifications prepared by

Name of Engineer/Architect

For the contract price specified below, subject to additions and deductions according to the terms of the specifications.

B. This bid includes addenda numbered: \_\_\_\_\_

C. The proposed contract price is:

Dollars \$

Bid Amount in Words		Bid Amount in Numbers	
For Alternate	No. _____	Add \$	Subtract \$
	No. _____	\$	\$
	No. _____	\$	\$
	No. _____	\$	\$
	No. _____	\$	\$
	No. _____	\$	\$

Each Alternate shall be listed separately

D. The subdivision of the proposed contract price is as follows:

ITEM 1. The work of the general contractor, being all work other than that covered by ITEM 2.

TOTAL OF ITEM 1 .....\$ \_\_\_\_\_

ITEM 2. Sub-bids as follows:

Sub-trade	Name of Filed Sub-bidder	Sub-bid Amount	Bond Required	
			Yes	No
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

TOTAL OF ITEM 2 .....\$ \_\_\_\_\_

The undersigned agrees that each of the above named sub-bidders will be used for the work indicated at the amount stated, unless a substitution is made. The undersigned further agrees to pay the premiums for the performance and payment bonds furnished by sub-bidders as requested herein and that all of the cost of all such premiums is included in the amount set forth in Item I of this bid.

The undersigned agrees that if selected as general contractor, he will promptly confer with the awarding authority on the question of sub-bidders; and that the awarding authority may substitute for any sub-bid listed above a sub-bid filed with the awarding authority by another sub-bidder for the sub-trade against whose standing and ability the undersigned makes no objection; and that the undersigned will use all such finally selected sub-bidders at the amounts named in their respective sub-bids and be in every way as responsible for them and their work as if they had been originally named in this general bid, the total contract price being adjusted to conform thereto.

- E. The undersigned agrees that, if he is selected as general contractor, he will within five days, Saturdays, Sundays, and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price; provided, however, that if there is more than 1 surety company, the surety companies shall be jointly and severally liable.

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

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated there under.

---

**NAME OF BIDDER**

---

**SIGNATURE AND TITLE OF PERSON SIGNING BID**

**Date:**

---

**BUSINESS ADDRESS**

---

# FORM FOR SUB-BID

## TO ALL GENERAL BIDDERS EXCEPT THOSE EXCLUDED:

**A.** The undersigned proposes to furnish all labor and materials required for completing, in accordance with the hereinafter described plans, specifications and addenda, all the work specified in Section No \_\_\_\_\_ of the specifications and in any plans specified in such section

prepared by \_\_\_\_\_ for \_\_\_\_\_

for the \_\_\_\_\_ in, \_\_\_\_\_ Massachusetts,

for the contract sum of :

				Dollars \$
Bid Amount in Words				Bid Amount in Numbers
<b>For Alternate</b>	No. _____	Add \$ _____	Subtract \$ _____	
	No. _____	\$ _____	\$ _____	
	No. _____	\$ _____	\$ _____	
	No. _____	\$ _____	\$ _____	

Each Alternate shall be listed separately

**B.** This Sub-bid includes addenda numbered \_\_\_\_\_

**C.** This Sub-bid

☐

May be used by any General Bidder Except:

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

☐

May only be used by the following General Bidders:

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

To exclude general bidders, insert "X" in one box only and fill in blank following that box.

Do not answer C if no general bidders are excluded

**D.** The undersigned agrees that, if selected as a sub-bidder, he will, within five days, Saturdays, Sundays and legal holidays excluded, after presentation of a subcontract by the general bidder selected as the general contractor, execute with such general bidder a subcontract in accordance with the terms of this sub-bid, and contingent upon the execution of the general contract, and, if requested to do so in the general bid by such general bidder, who shall pay the premiums therefor, or if prequalification is required pursuant to Section 44D 3/4 , furnish a performance and payment bond of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority, in the full sum of the subcontract price.

**E.** The names of all persons, firms and corporations furnishing to the undersigned labor or labor and materials for the class or classes or part thereof of work for which the provisions of the section of the specifications for this sub-trade require a listing in this paragraph, including the undersigned if customarily furnished by persons on his own payroll and in the absence of a contrary provision in the specifications, the name of each such class of work or part thereto and the bid price for such class of work or part thereof are:

NAME	CLASS OF WORK	BID PRICE
_____	_____	_____
_____	_____	_____

(Do not give bid price for any class or part thereof furnished by the undersigned).

- F. The undersigned agrees that the above list of bids of the undersigned represents bona fide bids based on hereinbefore described plans, specifications and addenda, and that, if the undersigned is awarded the contract, they will be used for the work indicated at the amounts stated, if satisfactory to the awarding authority.
- G. The undersigned further agrees to be bound to the general contractor by the terms of the hereinbefore described plans, specifications, including all general conditions stated therein, and addenda, and to assume toward him all the obligations and responsibilities that he, by those documents, assumes toward the owner.
- H. The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all the requirements of the plans and specifications:

1. Have been in business under present business name for \_\_\_\_\_ years
2. Ever failed to complete any work awarded? \_\_\_\_\_
3. List one or more recent buildings with names of general contractor and architect on which you served as subcontractor for work of similar character as required for the above-named building

Building Type	Architect	General Contractor	Contract Amount
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____

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

- I. The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards of subcontracts subject to section 44F. ***The safety training requirement in this paragraph is effective July 1, 2006.***

The undersigned further certifies under penalty of perjury that this sub-bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

\_\_\_\_\_  
NAME OF SUB-BIDDER

\_\_\_\_\_  
SIGNATURE & TITLE OF PERSON SIGNING BID

\_\_\_\_\_  
BUSINESS ADDRESS

**SECTION 00 4125****SUBCONTRACT**

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

by and between \_\_\_\_\_

☐ a corporation organized and existing under the laws of \_\_\_\_\_

☐ a partnership consisting of \_\_\_\_\_

☐ an individual doing business as \_\_\_\_\_

hereinafter called the "Contractor", and \_\_\_\_\_

☐ a corporation organized and existing under the laws of \_\_\_\_\_

☐ a partnership consisting of \_\_\_\_\_

☐ an individual doing business as \_\_\_\_\_

hereinafter called the "Subcontractor",

1. The Subcontractor agrees to furnish all labor and materials required for the completion of all work specified in Section No(s) \_\_\_\_\_ of the Specifications for \_\_\_\_\_ and the Drawings referred to

(Name of Subtrade)

therein and Addenda No. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, for construction of:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ as

prepared by the Architect, HABEEB & ASSOCIATES ARCHITECTS, 150 Longwater Drive, Suite 201, Norwell, MA 02061 for the sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

and the Contractor agrees to pay the Subcontractor said sum for said work.

- a) The Subcontractor agrees to be bound to the Contractor by the terms of the hereinbefore described Drawings, Specifications (including all General Conditions stated therein) and Addenda and to assume to the Contractor all the obligations and responsibilities that the Contractor by those documents assumes to the Town of Halifax, Massachusetts hereinafter called the "Awarding Authority", except to the extent that provisions contained therein are by their terms or by law applicable only to the Contractor.
  - b) The Contractor agrees to be bound to the Subcontractor by the terms of the hereinbefore described documents and to assume to the Subcontractor all the obligations and responsibilities that the Awarding Authority by the terms of the hereinbefore described documents assumes to the Contractor, except to the extent that provisions contained therein are by their terms or by law applicable only to the Awarding Authority.
2. Contractor agrees to begin, prosecute, and complete the entire Work specified by the Awarding Authority in an orderly manner so that the Subcontractor will be able to begin, prosecute, and complete the work described in this Subcontract; and, in consideration thereof, upon notice from the Contractor, either oral or in writing, the Subcontractor agrees to begin, prosecute, and complete the work described in this Subcontract in an orderly manner and with due consideration to the date or time specified by the Awarding Authority for the completion of the entire Work.
3. The Subcontractor agrees to furnish to the Contractor within a reasonable time after the execution of this Subcontract, evidence of Workmen's Compensation Insurance as required by law, and evidence of Public Liability and Property Damage Insurance of the type and in limits required to be furnished to the Awarding Authority by the Contractor.
4. The Contractor agrees that no claim for services rendered or materials furnished by the Contractor to the Subcontractor shall be valid unless written notice thereof is given by the Contractor to the Subcontractor during the first ten (10) days of the calendar month following that in which the claim originated.
5. This Agreement is contingent upon the execution of a General Contract between the Contractor and the Awarding Authority for the complete Work.

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

SEAL

ATTEST \_\_\_\_\_

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

By: \_\_\_\_\_  
(Name and Title of Person Signing Subcontract)

SEAL

ATTEST \_\_\_\_\_

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

By: \_\_\_\_\_  
(Name and Title of Person Signing Subcontract)

**END OF SECTION**

**SECTION 00 4300****BID BOND**

The "Bid Bond", AIA Document A310, 2010 Edition, will be the form of Bid Bond. A draft copy is bound in this section of the Project Manual for reference.

**END OF SECTION**

# DRAFT AIA® Document A310™ – 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

« »« »  
« »

### SURETY:

(Name, legal status and principal place of business)

« »« »  
« »

### OWNER:

(Name, legal status and address)

« »« »  
« »

BOND AMOUNT: \$ « »

### PROJECT:

(Name, location or address, and Project number, if any)

«Draft»  
« »  
« »

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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*(Witness)*

« »

(Seal)

&lt;&lt; &gt;&gt;

(Title)

« »

(Seal)

&lt;&lt; &gt;&gt;

(Title)

2

(1281634099)

**SECTION 00 4500****OTHER BIDDING FORMS**

The following forms are bound in this section of the Project Manual and are required to be submitted with each bid:

- Unit Price Form
- Declaration Form: Non-Collusion, Debarment & Tax Attestation
- Conflict of Interest Certificate

**UNIT PRICES FORM**

Unit Prices as follows: The amounts shown are net changes to the Contract for additional work and include the Contractor's amount for bonds, overhead, profit, labor, materials and equipment costs and all other incidental work, including disposal of materials. For deleted work, the net credit to the Contract shall be the same.

All work is to be accomplished in accordance with applicable sections of the specifications as a complete installation.

Item No.	Section	Item	Quantity to be carried in Base Bid	Unit Measure	Unit Price dollars/cents	Total Amount dollars/cents
1.	09 5113	Remove and replace 2'x2' ceiling grid system.	500	Square Feet	\$_____	\$_____
2.					\$_____	\$_____
					TOTAL	\$_____

**END OF SECTION**

**DECLARATION FORM**

Note: The Certificate of Non-Collusion, MGL Chapter 40, Section 4B1/2 or Chapter 30, as applicable, must be signed with an original signature and submitted with the bid or the bid will be rejected.

**Certificate of Non-Collusion**  
**MGL Chapter 40, Section 4B1/2 or Chapter 30, as applicable**

Any person submitting a proposal for the sale, lease, or provision of equipment, supplies, or material or services to any government unit as defined in Section 4A shall on such proposal, certify as follows: The undersigned certifies, under penalties of perjury, that this bid is in all respects bona fide, fair, and made without collusion or fraud with any other person. As used in this section, the word 'person' shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Date \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name of Person, Company, or Corporation\_\_\_\_\_  
Authorized Official's Signature

Each statement below shall be submitted with each bid and shall be duly signed with an original signature.

**Public Contracts - Debarment**  
**MGL Chapter 29 Section 29F**

The undersigned certifies under penalties of perjury that the said undersigned is not presently debarred from participating in public contracts in the Commonwealth of Massachusetts under the provisions of Chapter 29 Section 29F of the Massachusetts General Laws, or any other applicable debarment provision of any other Chapter of the General Laws, or any Rule or Regulation promulgated thereunder.

Date \_\_\_\_\_

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

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

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

**Attestation Statement - Payment of State Taxes**  
**MGL, Chapter 62C Section 49A.**

Pursuant to MGL Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

State taxes paid to the Commonwealth of Massachusetts, or the State of \_\_\_\_\_ using Federal ID \_\_\_\_\_, or SSN \_\_\_\_\_.

Date \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name of Person, Company, or Corporation\_\_\_\_\_  
Authorized Official's Signature

**END OF FORM**

**CONFLICT OF INTEREST CERTIFICATION**

I hereby certify under the pains and penalties of perjury that I am not a municipal employee of the Town of Halifax, nor are any members of my immediate family or partners municipal employees of the Town of Halifax, so as to cause a violation of Massachusetts General Laws, Chapter 268A, Section 19 or Section 20.

Singed under pains and penalties of perjury

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Typed or Printed Name and Title of Signator

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

**END OF FORM**

**SECTION 00 5200****STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

The "Standard Form of Agreement Between Owner and Contractor", AIA Document A101, 2007 Edition, will be the form of contract agreement between parties. A draft copy is bound in this section of the Project Manual for reference.

Section 00 5400 – Supplement To Form of Agreement which follows this section provides pertinent information that will be incorporated into the "Standard Form of Agreement Between Owner and Contractor", AIA Document A101, 2007 Edition for this project.

# DRAFT AIA® Document A101™ – 2007

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

**AGREEMENT** made as of the « » day of « » in the year « »  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

« »  
« »  
« »  
« »

and the Contractor:  
(Name, legal status, address and other information)

« »  
« »  
« »  
« »

for the following Project:  
(Name, location and detailed description)

«Sample Document»  
« »  
« »

The Architect:  
(Name, legal status, address and other information)

« »  
« »  
« »  
« »

The Owner and Contractor agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

## TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

**§ 3.1** The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

« »

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

« »

**§ 3.2** The Contract Time shall be measured from the date of commencement.

**§ 3.3** The Contractor shall achieve Substantial Completion of the entire Work not later than « » ( « » ) days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

« »

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

« »

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be « » (\$ « »), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

« »

§ 4.3 Unit prices, if any:

*(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)*

Item

Units and Limitations

Price Per Unit (\$0.00)

§ 4.4 Allowances included in the Contract Sum, if any:

*(Identify allowance and state exclusions, if any, from the allowance price.)*

Item

Price

#### ARTICLE 5 PAYMENTS

##### § 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the « » day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the « » day of the « » month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than « » ( « » ) days after the Architect receives the Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.5** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ 5.1.6** Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of « » percent ( « » %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of « » percent ( « » %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

**§ 5.1.7** The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

**§ 5.1.8** Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

« »

**§ 5.1.9** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## **§ 5.2 FINAL PAYMENT**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

**§ 5.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

## **ARTICLE 6 DISPUTE RESOLUTION**

### **§ 6.1 INITIAL DECISION MAKER**

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

<< >>  
<< >>  
<< >>  
<< >>

## § 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2007

☐ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

<< >>

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

<< >> % << >>

§ 8.3 The Owner's representative:  
*(Name, address and other information)*

<< >>  
<< >>  
<< >>  
<< >>  
<< >>  
<< >>

§ 8.4 The Contractor's representative:  
*(Name, address and other information)*

<< >>  
<< >>  
<< >>  
<< >>

<< >>  
<< >>

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

<< >>

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ 9.1.4 The Specifications:

*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

<< >>

Section	Title	Date	Pages

§ 9.1.5 The Drawings:

*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

<< >>

Number	Title	Date

§ 9.1.6 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- 1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

<< >>

- 2 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract)*

*Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

« »

#### ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)*

Type of insurance or bond

Limit of liability or bond amount (\$0.00)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

« »« »

(Printed name and title)

CONTRACTOR (Signature)

« »« »

(Printed name and title)

**SECTION 00 5400****SUPPLEMENT TO FORM OF AGREEMENT**

The "Standard Form of Agreement Between Owner and Contractor", AIA Document A101, 2007 Edition, bound herein will be the Agreement and when completed will include the following:

Page 1

The Form of Agreement's basis of payment will be the Stipulated Sum provided in the Contractor's Form for General Bid.

The Owner is The Town of Halifax, Massachusetts.

The Contractor will be the person, firm or corporation contracting to perform the complete Work covered by this Contract, or the legal representation of said party.

The Architect is Habeeb & Associates Architects, 150 Longwater Drive, Suite 201, Norwell, MA 02061.

Page 2ARTICLE 2 – THE WORK OF THIS CONTRACT

The Contractor shall perform all the Work required by the Contract Documents for upgrading the existing fire protection system for the Halifax Elementary School and all Associated Work, including all labor, materials, equipment and services necessary for and reasonably incidental to the completion of all Work.

ARTICLE 3 – DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1- Add "The Work to be performed under this Contract shall commence on June 20, 2018,"

3.3- Replace first sentence with "The Contractor shall achieve Substantial Completion of the entire Work on or before August 20, 2018. The contractor is responsible for the costs associated with overtime and working off hours (2<sup>nd</sup> shift) to maintain the Substantial Completion date. Work remaining after the Substantial Completion date shall be done during off hours (2<sup>nd</sup> shift) due to occupancy of building by staff and students."

3.3- Add "Liquidated Damages": The General Contractor agrees to pay the Owner for any delay in the Work that is not warranted, the sum of one thousand dollars (\$2,000) per day for every calendar day beyond the above established date of completion, said amounts to be deemed payment for liquidated and ascertained damages for such delay."

Page 3ARTICLE 5 –PAYMENTS**5.1 PROGRESS PAYMENTS**

5.1.1- Add sentence. "Progress payments will be made monthly in accordance with Chapter 30 as amended, of the General Laws of the Commonwealth of Massachusetts."

5.1.3- Insert "first (1<sup>st</sup>)" to fill in the blank on line 1; insert "fifteenth (15<sup>th</sup>) day of the following" to fill in the blanks on line 2; and insert "forty-five (45)" to fill in the blank on line 4."

5.1.6.1- Insert "five percent (5%)" to fill in the blanks on line 3.

5.1.6.2- Insert "five percent (5%)" to fill in the blanks on line 4.

Page 4

5.2 FINAL PAYMENT

5.2.2- Delete "30 days" and insert "sixty-five (65) days" in sentence.

Page 5

ARTICLE 6 -DISPUTE RESOLUTION

6.2 BINDING DISPUTE RESOLUTION

Choose "Litigation in a court of competent jurisdiction"

Page 6

ARTICLE 9 –ENUMERATION OF CONTRACT DOCUMENTS

9.1.4- See Section 00 0030 – Table Of Contents of the Project Manual for complete list of specifications for this project that will be part of this agreement.

9.1.5- See Section 00 8600 – Drawing List of the Project Manual for complete list of drawings for this project that will be part of this agreement.

**END OF SECTION**

**SECTION 00 6113.13****PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_  
(Name of Contractor)

a \_\_\_\_\_ hereinafter called "Principal" and  
(Corporation, Partnership, Joint Venture or Individual)

\_\_\_\_\_ of \_\_\_\_\_, State of \_\_\_\_\_  
(Surety) (City)

\_\_\_\_\_ hereinafter called the "Surety" and licensed by the State Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and firmly bound to the Town of Halifax, Massachusetts, hereinafter called "Owner", in the penal sum of \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal has entered into a certain contract with the Owner (the "Construction Contract"), dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the construction described as follows:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of the Construction Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under the Construction Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise, this obligation shall remain in full force and effect.

PROVIDED, FURTHER, that the Surety's obligation under this Bond shall arise after (1) the Owner has declared the Principal in default of the Construction Contract or any provision thereof, or (2) has declared that the Principal has failed, or is otherwise unable or unwilling, to execute the work consistent with, and in conformance to, the Construction Contract (collectively referred to as a "Contractor Default"). The determination of a Contractor Default shall be made solely by the Owner. The Owner need not terminate the Construction Contract to declare a Contractor Default or to invoke its rights under this Bond.

When the Surety's obligation under this Bond arises, the Surety, at its sole expense and at the consent and election of the Owner, shall immediately take one of following steps: (1) arrange for the Principal to perform and complete the work of the Construction Contract; (2) arrange for a contractor other than the Principal to perform and complete the work of the Construction Contract; (3) reimburse the Owner, in a manner and at such time as the Owner shall decide, for all costs and expenses incurred by the Owner in performing and completing the work of the Construction Contract. Surety will keep Owner reasonably informed of the progress, status and results of its investigation of any claim of the Owner.

Halifax Elementary School

January 5, 2018

If the Surety does not proceed as provided in this Bond with due diligence and all deliberate speed, the Surety shall be deemed to be in default of this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner.

After the Surety's obligation under this Bond arises, the Surety is obligated, to the limit of the amounts of this Bond, for (1) the correction of defective work and completion of the Construction Contract; (2) additional design, professional services, and legal costs, including attorney's fees, resulting from the Contractor Default or from the default of the Surety under this Bond; (3) any additional work beyond the Construction Contract made necessary by the Contractor Default or default of the Surety under this Bond; and (4) liquidated damages as provided in the Construction Contract, or if none are so specified, actual damages and consequential damages resulting from the Contractor Default or any default of the Surety under this Bond.

Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction in the Commonwealth of Massachusetts.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ ( ) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Principal\_\_\_\_\_  
(Principal Secretary)

By \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Address-Zip Code)\_\_\_\_\_  
(SEAL)  
Witness as to Principal

\_\_\_\_\_

\_\_\_\_\_  
(Address-Zip Code)

Halifax Elementary School

January 5, 2018

ATTEST:

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
(Attorney-in-Fact)

\_\_\_\_\_  
(Address-Zip Code)

\_\_\_\_\_  
Witness as to Surety (SEAL)

\_\_\_\_\_  
(Address-Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

**END OF SECTION**

**SECTION 006113.16****PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_

\_\_\_\_\_ a \_\_\_\_\_  
(Name of Contractor) (Corporation, Partnership, Joint Venture or Individual)

hereinafter called "Principal" and \_\_\_\_\_ of \_\_\_\_\_,  
(Surety)

State of \_\_\_\_\_ hereinafter called the "Surety" and licensed by the State  
(City and State)

Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and firmly bound to the Town of Halifax, Massachusetts, hereinafter called "Owner", in the penal sum of

\_\_\_\_\_ Dollars (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction described as follows:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that 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 specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_ ( ) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By \_\_\_\_\_  
(Attorney-in-Fact)

\_\_\_\_\_  
(Address-Zip Code)

\_\_\_\_\_  
Witness as to Surety (SEAL)

\_\_\_\_\_  
(Address-Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

**END OF SECTION**

**SECTION 00 7200****GENERAL CONDITIONS OF THE CONTRACT**

The "General Conditions of the Contract for Construction", AIA Document A201, 2007 Edition, is part of the contract agreement between parties. A draft copy is bound in this section of the Project Manual for reference.

This section provides pertinent information that will be incorporated into the "Standard Form of Agreement Between Owner and Contractor", AIA Document A101, 2007 Edition for this project.

**END OF SECTION**

# DRAFT AIA® Document A201™ – 2007

## General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

<>

< >

THE OWNER:

(Name, legal status and address)

< >< >

< >

THE ARCHITECT:

(Name, legal status and address)

< >< >

< >

### TABLE OF ARTICLES

- |    |  |
|----|--|
| 1  | GENERAL PROVISIONS                               |
| 2  | OWNER  |
| 3  | CONTRACTOR                                       |
| 4  | ARCHITECT  |
| 5  | SUBCONTRACTORS                                   |
| 6  | CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS |
| 7  | CHANGES IN THE WORK                              |
| 8  | TIME   |
| 9  | PAYMENTS AND COMPLETION                          |
| 10 | PROTECTION OF PERSONS AND PROPERTY               |
| 11 | INSURANCE AND BONDS                              |
| 12 | UNCOVERING AND CORRECTION OF WORK                |
| 13 | MISCELLANEOUS PROVISIONS                         |
| 14 | TERMINATION OR SUSPENSION OF THE CONTRACT        |
| 15 | CLAIMS AND DISPUTES                              |

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## INDEX

(Topics and numbers in bold are section headings.)

### Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, **12.3**

### Access to Work

**3.16**, 6.2.1, **12.1**

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,  
10.2.8, 13.4.2, 13.7, 14.1, 15.2

Addenda

1.1.1, 3.11

Additional Costs, Claims for

3.7.4, 3.7.5, 6.1.1, 7.3.7.5, 10.3, 15.1.4

### Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.5**

Additional Insured

11.1.4

### Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.5**

### Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

### Allowances

**3.8**, 7.3.8

All-risk Insurance

11.3.1, 11.3.1.1

### Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.6.3, 9.7, 9.10,  
11.1.3

Approvals

2.1.1, 2.2.2, 2.4, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10,  
4.2.7, 9.3.2, 13.5.1

### Arbitration

8.3.1, 11.3.10, 13.1, 15.3.2, **15.4**

## ARCHITECT

**4**

Architect, Definition of

**4.1.1**

Architect, Extent of Authority

2.4, 3.12.7, 4.1, 4.2, 5.2, 6.3, 7.1.2, 7.3.7, 7.4, 9.2,  
9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1,  
13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, 15.2.1

Architect, Limitations of Authority and  
Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2,  
4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4,  
9.4.2, 9.5.3, 9.6.4, 15.1.3, 15.2

Architect's Additional Services and Expenses

2.4, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 4.2, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.4, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3,  
7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1,  
13.5.2, 15.2, 15.3

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.5

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.5.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5,  
3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18,  
4.1.2, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5,  
9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.4.2, 13.5,  
15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3.7

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

### Award of Subcontracts and Other Contracts for Portions of the Work

**5.2**

## Basic Definitions

**1.1**

Bidding Requirements

1.1.1, 5.2.1, 11.4.1

Binding Dispute Resolution

9.7, 11.3.9, 11.3.10, 13.1, 15.2.5, 15.2.6.1, 15.3.1,  
15.3.2, 15.4.1

Boiler and Machinery Insurance

**11.3.2**

Bonds, Lien

7.3.7.4, 9.10.2, 9.10.3

Bonds, Performance, and Payment

7.3.7.4, 9.6.7, 9.10.3, 11.3.9, **11.4**

Building Permit

3.7.1

## **Capitalization**

### **1.3**

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

## **Certificates for Payment**

4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.3

Certificates of Inspection, Testing or Approval  
13.5.4

Certificates of Insurance

9.10.2, 11.1.3

## **Change Orders**

1.1.1, 2.4, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.6, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9, 12.1.2, 15.1.3

**Change Orders**, Definition of

### **7.2.1**

## **CHANGES IN THE WORK**

2.2.1, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.3.9

**Claims**, Definition of

### **15.1.1**

## **CLAIMS AND DISPUTES**

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4

**Claims and Timely Assertion of Claims**

15.4.1

## **Claims for Additional Cost**

3.2.4, 3.7.4, 6.1.1, 7.3.9, 10.3.2, **15.1.4**

## **Claims for Additional Time**

3.2.4, 3.7.4, 6.1.1, 8.3.2, 10.3.2, **15.1.5**

## **Concealed or Unknown Conditions, Claims for**

**3.7.4**

Claims for Damages

3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6

**Claims Subject to Arbitration**

15.3.1, 15.4.1

## **Cleaning Up**

**3.15**, 6.3

Commencement of the Work, Conditions Relating to

2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.3.1, 11.3.6, 11.4.1, 15.1.4

**Commencement of the Work**, Definition of

### **8.1.2**

## **Communications Facilitating Contract**

## **Administration**

3.9.1, **4.2.4**

Completion, Conditions Relating to

3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 13.7, 14.1.2

## **COMPLETION, PAYMENTS AND**

**9**

Completion, Substantial

4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 13.7

Compliance with Laws

1.6, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 10.2.2, 11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.3.1, 13.2, 13.4.2, 15.4.4.2

## **Consolidation or Joinder**

### **15.4.4**

## **CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

1.1.4, **6**

**Construction Change Directive**, Definition of

### **7.3.1**

## **Construction Change Directives**

1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1

Construction Schedules, Contractor's

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

## **Contingent Assignment of Subcontracts**

**5.4**, 14.2.2.2

## **Continuing Contract Performance**

### **15.1.3**

**Contract**, Definition of

### **1.1.2**

## **CONTRACT, TERMINATION OR SUSPENSION OF THE**

5.4.1.1, 11.3.9, **14**

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to

3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1

Contract Documents, Copies Furnished and Use of

1.5.2, 2.2.5, 5.3

**Contract Documents**, Definition of

### **1.1.1**

## **Contract Sum**

3.7.4, 3.8, 5.2.3, 7.2, 7.3, 7.4, **9.1**, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.3.1, 14.2.4, 14.3.2, 15.1.4, 15.2.5

**Contract Sum**, Definition of

### **9.1**

Contract Time

3.7.4, 3.7.5, 3.10.2, 5.2.3, 7.2.1.3, 7.3.1, 7.3.5, 7.4, 8.1.1, 8.2.1, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 14.3.2, 15.1.5.1, 15.2.5

**Contract Time**, Definition of

### **8.1.1**

## **CONTRACTOR**

**3**

**Contractor, Definition of**

**3.1, 6.1.2**

**Contractor's Construction Schedules**

**3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2**

**Contractor's Employees**

**3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1**

**Contractor's Liability Insurance**

**11.1**

**Contractor's Relationship with Separate Contractors and Owner's Forces**

**3.12.5, 3.14.2, 4.2.4, 6, 11.3.7, 12.1.2, 12.2.4**

**Contractor's Relationship with Subcontractors**

**1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2, 11.3.7, 11.3.8**

**Contractor's Relationship with the Architect**

**1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1**

**Contractor's Representations**

**3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2**

**Contractor's Responsibility for Those Performing the Work**

**3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8**

**Contractor's Review of Contract Documents**

**3.2**

**Contractor's Right to Stop the Work**

**9.7**

**Contractor's Right to Terminate the Contract**

**14.1, 15.1.6**

**Contractor's Submittals**

**3.10, 3.11, 3.12.4, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.4.2**

**Contractor's Superintendent**

**3.9, 10.2.6**

**Contractor's Supervision and Construction Procedures**

**1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3**

**Contractual Liability Insurance**

**11.1.1.8, 11.2**

**Coordination and Correlation**

**1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1**

**Copies Furnished of Drawings and Specifications**

**1.5, 2.2.5, 3.11**

**Copyrights**

**1.5, 3.17**

**Correction of Work**

**2.3, 2.4, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2**

**Correlation and Intent of the Contract Documents**

**1.2**

**Cost, Definition of**

**7.3.7**

**Costs**

**2.4, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.7, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.3, 12.1.2, 12.2.1, 12.2.4, 13.5, 14**

**Cutting and Patching**

**3.14, 6.2.5**

**Damage to Construction of Owner or Separate Contractors**

**3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3, 12.2.4**

**Damage to the Work**

**3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 11.3.1, 12.2.4**

**Damages, Claims for**

**3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6**

**Damages for Delay**

**6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2**

**Date of Commencement of the Work, Definition of**

**8.1.2**

**Date of Substantial Completion, Definition of**

**8.1.3**

**Day, Definition of**

**8.1.4**

**Decisions of the Architect**

**3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 15.2, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2, 14.2.4, 15.1, 15.2**

**Decisions to Withhold Certification**

**9.4.1, 9.5, 9.7, 14.1.1.3**

**Defective or Nonconforming Work, Acceptance, Rejection and Correction of**

**2.3, 2.4, 3.5, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1**

**Definitions**

**1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 15.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1**

**Delays and Extensions of Time**

**3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5**

**Disputes**

**6.3, 7.3.9, 15.1, 15.2**

**Documents and Samples at the Site**

**3.11**

**Drawings, Definition of**

**1.1.5**

**Drawings and Specifications, Use and Ownership of**

**3.11**

**Effective Date of Insurance**

**8.2.2, 11.1.2**

**Emergencies**

**10.4, 14.1.1.2, 15.1.4**

**Employees, Contractor's**

**3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1**

**Equipment, Labor, Materials or**

**1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2**

**Execution and Progress of the Work**

**1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3**

Extensions of Time  
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2,  
10.4, 14.3, 15.1.5, 15.2.5  
**Failure of Payment**  
9.5.1.3, **9.7**, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2  
Faulty Work  
(See Defective or Nonconforming Work)  
**Final Completion and Final Payment**  
4.2.1, 4.2.9, 9.8.2, **9.10**, 11.1.2, 11.1.3, 11.3.1, 11.3.5,  
12.3, 14.2.4, 14.4.3  
Financial Arrangements, Owner's  
2.2.1, 13.2.2, 14.1.1.4  
Fire and Extended Coverage Insurance  
11.3.1.1  
**GENERAL PROVISIONS**  
**1**  
**Governing Law**  
**13.1**  
Guarantees (See Warranty)  
**Hazardous Materials**  
10.2.4, **10.3**  
Identification of Subcontractors and Suppliers  
5.2.1  
**Indemnification**  
3.17, **3.18**, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2,  
11.3.7  
**Information and Services Required of the Owner**  
2.1.2, **2.2**, 3.2.2, 3.12.4, 3.12.10, 6.1.3, 6.1.4, 6.2.5,  
9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.4, 13.5.1,  
13.5.2, 14.1.1.4, 14.1.4, 15.1.3  
**Initial Decision**  
**15.2**  
**Initial Decision Maker, Definition of**  
1.1.8  
Initial Decision Maker, Decisions  
14.2.2, 14.2.4, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5  
Initial Decision Maker, Extent of Authority  
14.2.2, 14.2.4, 15.1.3, 15.2.1, 15.2.2, 15.2.3, 15.2.4,  
15.2.5  
**Injury or Damage to Person or Property**  
**10.2.8**, 10.4  
Inspections  
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,  
9.9.2, 9.10.1, 12.2.1, 13.5  
Instructions to Bidders  
1.1.1  
Instructions to the Contractor  
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.5.2  
**Instruments of Service, Definition of**  
**1.1.7**  
Insurance  
3.18.1, 6.1.1, 7.3.7, 9.3.2, 9.8.4, 9.9.1, 9.10.2, **11**  
**Insurance, Boiler and Machinery**  
**11.3.2**  
**Insurance, Contractor's Liability**  
**11.1**  
Insurance, Effective Date of  
8.2.2, 11.1.2

**Insurance, Loss of Use**  
**11.3.3**  
**Insurance, Owner's Liability**  
**11.2**  
**Insurance, Property**  
10.2.5, **11.3**  
Insurance, Stored Materials  
9.3.2  
**INSURANCE AND BONDS**  
**11**  
Insurance Companies, Consent to Partial Occupancy  
9.9.1  
Intent of the Contract Documents  
1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4  
**Interest**  
**13.6**  
**Interpretation**  
1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1  
Interpretations, Written  
4.2.11, 4.2.12, 15.1.4  
Judgment on Final Award  
15.4.2  
**Labor and Materials, Equipment**  
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,  
4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3,  
9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2  
Labor Disputes  
8.3.1  
Laws and Regulations  
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1,  
10.2.2, 11.1.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6,  
14, 15.2.8, 15.4  
Liens  
2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8  
Limitations, Statutes of  
12.2.5, 13.7, 15.4.1.1  
Limitations of Liability  
2.3, 3.2.2, 3.5, 3.12.10, 3.17, 3.18.1, 4.2.6, 4.2.7,  
4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3,  
11.1.2, 11.2, 11.3.7, 12.2.5, 13.4.2  
Limitations of Time  
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,  
5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,  
9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.3.1.5,  
11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15  
**Loss of Use Insurance**  
**11.3.3**  
Material Suppliers  
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5  
**Materials, Hazardous**  
10.2.4, **10.3**  
Materials, Labor, Equipment and  
1.1.3, 1.1.6, 1.5.1, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13,  
3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3,  
9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2  
Means, Methods, Techniques, Sequences and  
Procedures of Construction  
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien

2.1.2, 15.2.8

### **Mediation**

8.3.1, 10.3.5, 10.3.6, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1

### **Minor Changes in the Work**

1.1.1, 3.12.8, 4.2.8, 7.1, **7.4**

## **MISCELLANEOUS PROVISIONS**

### **13**

#### **Modifications, Definition of**

##### **1.1.1**

Modifications to the Contract

1.1.1, 1.1.2, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2, 11.3.1

#### **Mutual Responsibility**

##### **6.2**

#### **Nonconforming Work, Acceptance of**

9.6.6, 9.9.3, **12.3**

Nonconforming Work, Rejection and Correction of  
2.3, 2.4, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2.1

Notice

2.2.1, 2.3, 2.4, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1, 9.7, 9.10, 10.2.2, 11.1.3, 12.2.2.1, 13.3, 13.5.1, 13.5.2, 14.1, 14.2, 15.2.8, 15.4.1

#### **Notice, Written**

2.3, 2.4, 3.3.1, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 11.3.6, 12.2.2.1, **13.3**, 14, 15.2.8, 15.4.1

#### **Notice of Claims**

3.7.4, 10.2.8, **15.1.2**, 15.4

Notice of Testing and Inspections

13.5.1, 13.5.2

Observations, Contractor's

3.2, 3.7.4

Occupancy

2.2.2, 9.6.6, 9.8, 11.3.1.5

Orders, Written

1.1.1, 2.3, 3.9.2, 7, 8.2.2, 11.3.9, 12.1, 12.2.2.1, 13.5.2, 14.3.1

## **OWNER**

### **2**

#### **Owner, Definition of**

##### **2.1.1**

#### **Owner, Information and Services Required of the**

2.1.2, **2.2**, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.3, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3

Owner's Authority

1.5, 2.1.1, 2.3, 2.4, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.1.3, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7

Owner's Financial Capability

2.2.1, 13.2.2, 14.1.1.4

#### **Owner's Liability Insurance**

##### **11.2**

Owner's Relationship with Subcontractors

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

#### **Owner's Right to Carry Out the Work**

2.4, 14.2.2

#### **Owner's Right to Clean Up**

##### **6.3**

#### **Owner's Right to Perform Construction and to Award Separate Contracts**

##### **6.1**

#### **Owner's Right to Stop the Work**

##### **2.3**

Owner's Right to Suspend the Work

14.3

Owner's Right to Terminate the Contract

14.2

#### **Ownership and Use of Drawings, Specifications and Other Instruments of Service**

1.1.1, 1.1.6, 1.1.7, **1.5**, 2.2.5, 3.2.2, 3.11, 3.17, 4.2.12, 5.3

#### **Partial Occupancy or Use**

9.6.6, **9.9**, 11.3.1.5

#### **Patching, Cutting and**

**3.14**, 6.2.5

Patents

3.17

#### **Payment, Applications for**

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3

#### **Payment, Certificates for**

4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 13.7, 14.1.1.3, 14.2.4

#### **Payment, Failure of**

9.5.1.3, **9.7**, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2

Payment, Final

4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 12.3, 13.7, 14.2.4, 14.4.3

#### **Payment Bond, Performance Bond and**

7.3.7.4, 9.6.7, 9.10.3, **11.4**

#### **Payments, Progress**

9.3, **9.6**, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3

## **PAYMENTS AND COMPLETION**

### **9**

Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

PCB

10.3.1

#### **Performance Bond and Payment Bond**

7.3.7.4, 9.6.7, 9.10.3, **11.4**

#### **Permits, Fees, Notices and Compliance with Laws**

2.2.2, **3.7**, 3.13, 7.3.7.4, 10.2.2

## **PERSONS AND PROPERTY, PROTECTION OF**

### **10**

Polychlorinated Biphenyl

10.3.1

Product Data, Definition of

**3.12.2**

## **Product Data and Samples, Shop Drawings**

3.11, **3.12**, 4.2.7

## **Progress and Completion**

4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.3

## **Progress Payments**

9.3, **9.6**, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3

## **Project, Definition of**

### **1.1.4**

Project Representatives

4.2.10

## **Property Insurance**

10.2.5, **11.3**

## **PROTECTION OF PERSONS AND PROPERTY** **10**

### **Regulations and Laws**

1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14, 15.2.8, 15.4

### **Rejection of Work**

3.5, 4.2.6, 12.2.1

### **Releases and Waivers of Liens**

9.10.2

### **Representations**

3.2.1, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.8.2, 9.10.1

### **Representatives**

2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1, 5.1.2, 13.2.1

### **Responsibility for Those Performing the Work**

3.3.2, 3.18, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10 Retainage

9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3

## **Review of Contract Documents and Field Conditions by Contractor**

**3.2**, 3.12.7, 6.1.3

Review of Contractor's Submittals by Owner and Architect

3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2

Review of Shop Drawings, Product Data and Samples by Contractor

3.12

## **Rights and Remedies**

1.1.2, 2.3, 2.4, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4, **13.4**, 14, 15.4

## **Royalties, Patents and Copyrights**

**3.17**

Rules and Notices for Arbitration

15.4.1

## **Safety of Persons and Property**

**10.2**, 10.4

## **Safety Precautions and Programs**

3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4

## **Samples, Definition of**

**3.12.3**

## **Samples, Shop Drawings, Product Data and**

3.11, **3.12**, 4.2.7

## **Samples at the Site, Documents and**

**3.11**

## **Schedule of Values**

**9.2**, 9.3.1

Schedules, Construction

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Separate Contracts and Contractors

1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2

## **Shop Drawings, Definition of**

**3.12.1**

## **Shop Drawings, Product Data and Samples**

3.11, **3.12**, 4.2.7

## **Site, Use of**

**3.13**, 6.1.1, 6.2.1

## **Site Inspections**

3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.4.2, 9.10.1, 13.5

## **Site Visits, Architect's**

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5

## **Special Inspections and Testing**

4.2.6, 12.2.1, 13.5

## **Specifications, Definition of**

**1.1.6**

## **Specifications**

1.1.1, **1.1.6**, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14

Statute of Limitations

13.7, 15.4.1.1

## **Stopping the Work**

2.3, 9.7, 10.3, 14.1

## **Stored Materials**

6.2.1, 9.3.2, 10.2.1.2, 10.2.4

## **Subcontractor, Definition of**

**5.1.1**

## **SUBCONTRACTORS**

**5**

Subcontractors, Work by

1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7

## **Subcontractual Relations**

**5.3**, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1

## **Submittals**

3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3

## **Submittal Schedule**

3.10.2, 3.12.5, 4.2.7

## **Subrogation, Waivers of**

6.1.1, **11.3.7**

## **Substantial Completion**

4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2, 13.7

## **Substantial Completion, Definition of**

**9.8.1**

## **Substitution of Subcontractors**

5.2.3, 5.2.4

## **Substitution of Architect**

4.1.3

## **Substitutions of Materials**

3.4.2, 3.5, 7.3.8

**Sub-subcontractor, Definition of**

**5.1.2**

Subsurface Conditions

3.7.4

**Successors and Assigns**

**13.2**

**Superintendent**

3.9, 10.2.6

**Supervision and Construction Procedures**

1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4,  
7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3

Surety

5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7

Surety, Consent of

9.10.2, 9.10.3

Surveys

2.2.3

**Suspension by the Owner for Convenience**

**14.3**

Suspension of the Work

5.4.2, 14.3

Suspension or Termination of the Contract

5.4.1.1, 14

**Taxes**

3.6, 3.8.2.1, 7.3.7.4

**Termination by the Contractor**

**14.1**, 15.1.6

**Termination by the Owner for Cause**

5.4.1.1, **14.2**, 15.1.6

**Termination by the Owner for Convenience**

**14.4**

Termination of the Architect

4.1.3

Termination of the Contractor

14.2.2

**TERMINATION OR SUSPENSION OF THE**

**CONTRACT**

**14**

**Tests and Inspections**

3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2,  
9.10.1, 10.3.2, 11.4.1, 12.2.1, **13.5**

**TIME**

**8**

**Time, Delays and Extensions of**

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7,  
10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5

Time Limits

2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2,  
5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,  
9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 12.2, 13.5,  
13.7, 14, 15.1.2, 15.4

**Time Limits on Claims**

3.7.4, 10.2.8, **13.7**, 15.1.2

Title to Work

9.3.2, 9.3.3

**Transmission of Data in Digital Form**

**1.6**

**UNCOVERING AND CORRECTION OF**

**WORK**

**12**

**Uncovering of Work**

**12.1**

Unforeseen Conditions, Concealed or Unknown

3.7.4, 8.3.1, 10.3

Unit Prices

7.3.3.2, 7.3.4

Use of Documents

1.1.1, 1.5, 2.2.5, 3.12.6, 5.3

**Use of Site**

**3.13**, 6.1.1, 6.2.1

**Values, Schedule of**

**9.2**, 9.3.1

Waiver of Claims by the Architect

13.4.2

Waiver of Claims by the Contractor

9.10.5, 13.4.2, 15.1.6

Waiver of Claims by the Owner

9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6

Waiver of Consequential Damages

14.2.4, 15.1.6

Waiver of Liens

9.10.2, 9.10.4

**Waivers of Subrogation**

6.1.1, **11.3.7**

**Warranty**

3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7

Weather Delays

15.1.5.2

**Work, Definition of**

**1.1.3**

Written Consent

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5,  
9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2, 15.4.4.2

Written Interpretations

4.2.11, 4.2.12

Written Notice

2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7,  
9.10, 10.2.2, 10.3, 11.1.3, 12.2.2, 12.2.4, **13.3**, 14,

15.4.1

Written Orders

1.1.1, 2.3, 3.9, 7, 8.2.2, 12.1, 12.2, 13.5.2, 14.3.1,  
15.1.2

## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 BASIC DEFINITIONS**

#### **§ 1.1.1 THE CONTRACT DOCUMENTS**

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

#### **§ 1.1.2 THE CONTRACT**

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

#### **§ 1.1.3 THE WORK**

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### **§ 1.1.4 THE PROJECT**

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

#### **§ 1.1.5 THE DRAWINGS**

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

#### **§ 1.1.6 THE SPECIFICATIONS**

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

#### **§ 1.1.7 INSTRUMENTS OF SERVICE**

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### **§ 1.1.8 INITIAL DECISION MAKER**

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

### **§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS**

**§ 1.2.1** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

**§ 1.2.2** Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

**§ 1.2.3** Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

### **§ 1.3 CAPITALIZATION**

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

### **§ 1.4 INTERPRETATION**

In the interest of brevity the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### **§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE**

**§ 1.5.1** The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights.

**§ 1.5.2** The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect’s consultants.

### **§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM**

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

## **ARTICLE 2 OWNER**

### **§ 2.1 GENERAL**

**§ 2.1.1** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner’s approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term “Owner” means the Owner or the Owner’s authorized representative.

**§ 2.1.2** The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic’s lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner’s interest therein.

### **§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

**§ 2.2.1** Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

**§ 2.2.2** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

**§ 2.2.3** The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**§ 2.2.4** The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

**§ 2.2.5** Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

### **§ 2.3 OWNER'S RIGHT TO STOP THE WORK**

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

### **§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

## **ARTICLE 3 CONTRACTOR**

### **§ 3.1 GENERAL**

**§ 3.1.1** The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

**§ 3.1.2** The Contractor shall perform the Work in accordance with the Contract Documents.

**§ 3.1.3** The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

### **§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

**§ 3.2.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

**§ 3.2.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

**§ 3.2.3** The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

**§ 3.2.4** If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

### **§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

**§ 3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

**§ 3.3.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

**§ 3.3.3** The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

### **§ 3.4 LABOR AND MATERIALS**

**§ 3.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**§ 3.4.2** Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

**§ 3.4.3** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

### **§ 3.5 WARRANTY**

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

### **§ 3.6 TAXES**

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

### **§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS**

**§ 3.7.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

**§ 3.7.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

**§ 3.7.3** If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

**§ 3.7.4 Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

**§ 3.7.5** If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

### **§ 3.8 ALLOWANCES**

**§ 3.8.1** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct,

but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

**§ 3.8.2** Unless otherwise provided in the Contract Documents,

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

**§ 3.8.3** Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

**§ 3.9 SUPERINTENDENT**

**§ 3.9.1** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

**§ 3.9.3** The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

**§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES**

**§ 3.10.1** The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

**§ 3.10.2** The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

**§ 3.10.3** The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

**§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE**

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### **§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

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

**§ 3.12.2** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

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

**§ 3.12.4** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

**§ 3.12.5** The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

**§ 3.12.6** By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**§ 3.12.7** The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

**§ 3.12.8** The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

**§ 3.12.9** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

**§ 3.12.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled

to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

### **§ 3.13 USE OF SITE**

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### **§ 3.14 CUTTING AND PATCHING**

**§ 3.14.1** The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

### **§ 3.15 CLEANING UP**

**§ 3.15.1** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

### **§ 3.16 ACCESS TO WORK**

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

### **§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

### **§ 3.18 INDEMNIFICATION**

**§ 3.18.1** To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce

other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

**§ 3.18.2** In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

## **ARTICLE 4 ARCHITECT**

### **§ 4.1 GENERAL**

**§ 4.1.1** The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

**§ 4.1.2** Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

**§ 4.1.3** If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

### **§ 4.2 ADMINISTRATION OF THE CONTRACT**

**§ 4.2.1** The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

**§ 4.2.2** The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

**§ 4.2.3** On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

### **§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION**

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

**§ 4.2.5** Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

**§ 4.2.6** The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the

Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 4.2.7** The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 4.2.8** The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

**§ 4.2.9** The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

**§ 4.2.10** If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

**§ 4.2.11** The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 4.2.12** Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

**§ 4.2.13** The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

**§ 4.2.14** The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## **ARTICLE 5 SUBCONTRACTORS**

### **§ 5.1 DEFINITIONS**

**§ 5.1.1** A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

**§ 5.1.2** A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term “Sub-subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

## **§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

**§ 5.2.1** Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

**§ 5.2.2** The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

**§ 5.2.3** If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

**§ 5.2.4** The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

## **§ 5.3 SUBCONTRACTUAL RELATIONS**

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

## **§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

**§ 5.4.1** Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

## **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

### **§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

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

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

### **§ 6.2 MUTUAL RESPONSIBILITY**

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

### § 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

### § 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

### § 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

**§ 7.3.7** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

**§ 7.3.8** The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

**§ 7.3.9** Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

**§ 7.3.10** When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

## **§ 7.4 MINOR CHANGES IN THE WORK**

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

## **ARTICLE 8 TIME**

### **§ 8.1 DEFINITIONS**

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

**§ 8.1.2** The date of commencement of the Work is the date established in the Agreement.

**§ 8.1.3** The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

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

### **§ 8.2 PROGRESS AND COMPLETION**

**§ 8.2.1** Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

**§ 8.2.2** The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be

furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

**§ 8.2.3** The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

### **§ 8.3 DELAYS AND EXTENSIONS OF TIME**

**§ 8.3.1** If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

**§ 8.3.2** Claims relating to time shall be made in accordance with applicable provisions of Article 15.

**§ 8.3.3** This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **§ 9.1 CONTRACT SUM**

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

### **§ 9.2 SCHEDULE OF VALUES**

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

### **§ 9.3 APPLICATIONS FOR PAYMENT**

**§ 9.3.1** At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

**§ 9.3.1.1** As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

**§ 9.3.1.2** Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

**§ 9.3.2** Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

**§ 9.3.3** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the

Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

#### **§ 9.4 CERTIFICATES FOR PAYMENT**

**§ 9.4.1** The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

**§ 9.4.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### **§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION**

**§ 9.5.1** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

**§ 9.5.2** When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

**§ 9.5.3** If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

#### **§ 9.6 PROGRESS PAYMENTS**

**§ 9.6.1** After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

**§ 9.6.2** The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

**§ 9.6.3** The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

**§ 9.6.4** The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

**§ 9.6.5** Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

**§ 9.6.6** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

**§ 9.6.7** Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

## **§ 9.7 FAILURE OF PAYMENT**

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

## **§ 9.8 SUBSTANTIAL COMPLETION**

**§ 9.8.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

**§ 9.8.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**§ 9.8.3** Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

**§ 9.8.4** When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

## **§ 9.9 PARTIAL OCCUPANCY OR USE**

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

**§ 9.9.2** Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

**§ 9.9.3** Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

## **§ 9.10 FINAL COMPLETION AND FINAL PAYMENT**

**§ 9.10.1** Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

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

**§ 9.10.4** The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

**§ 9.10.5** Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

### **§ 10.2 SAFETY OF PERSONS AND PROPERTY**

**§ 10.2.1** The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

**§ 10.2.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

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

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

**§ 10.2.5** The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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

**§ 10.2.7** The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

**§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY**

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

**§ 10.3 HAZARDOUS MATERIALS**

**§ 10.3.1** The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

**§ 10.3.2** Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

**§ 10.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

**§ 10.3.4** The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

**§ 10.3.5** The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

**§ 10.3.6** If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

## **§ 10.4 EMERGENCIES**

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

## **ARTICLE 11 INSURANCE AND BONDS**

### **§ 11.1 CONTRACTOR'S LIABILITY INSURANCE**

**§ 11.1.1** The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

**§ 11.1.2** The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

**§ 11.1.3** Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

**§ 11.1.4** The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

### **§ 11.2 OWNER'S LIABILITY INSURANCE**

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

### **§ 11.3 PROPERTY INSURANCE**

**§ 11.3.1** Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's

risk “all-risk” or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

**§ 11.3.1.1** Property insurance shall be on an “all-risk” or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect’s and Contractor’s services and expenses required as a result of such insured loss.

**§ 11.3.1.2** If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

**§ 11.3.1.3** If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

**§ 11.3.1.4** This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

**§ 11.3.1.5** Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

### **§ 11.3.2 BOILER AND MACHINERY INSURANCE**

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

### **§ 11.3.3 LOSS OF USE INSURANCE**

The Owner, at the Owner’s option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner’s property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner’s property, including consequential losses due to fire or other hazards however caused.

**§ 11.3.4** If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

**§ 11.3.5** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

**§ 11.3.6** Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

#### **§ 11.3.7 WAIVERS OF SUBROGATION**

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

**§ 11.3.8** A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

**§ 11.3.9** If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

**§ 11.3.10** The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

#### **§ 11.4 PERFORMANCE BOND AND PAYMENT BOND**

**§ 11.4.1** The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

**§ 11.4.2** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

### **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

#### **§ 12.1 UNCOVERING OF WORK**

**§ 12.1.1** If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

**§ 12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

## **§ 12.2 CORRECTION OF WORK**

### **§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION**

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

### **§ 12.2.2 AFTER SUBSTANTIAL COMPLETION**

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

**§ 12.2.2.2** The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

**§ 12.2.2.3** The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

**§ 12.2.3** The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

**§ 12.2.4** The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

**§ 12.2.5** Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

## **§ 12.3 ACCEPTANCE OF NONCONFORMING WORK**

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **§ 13.1 GOVERNING LAW**

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

### **§ 13.2 SUCCESSORS AND ASSIGNS**

**§ 13.2.1** The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

**§ 13.2.2** The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

### **§ 13.3 WRITTEN NOTICE**

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

### **§ 13.4 RIGHTS AND REMEDIES**

**§ 13.4.1** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

**§ 13.4.2** No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

### **§ 13.5 TESTS AND INSPECTIONS**

**§ 13.5.1** Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

**§ 13.5.2** If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

**§ 13.5.3** If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

**§ 13.5.4** Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

**§ 13.5.5** If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

**§ 13.5.6** Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

### **§ 13.6 INTEREST**

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

### **§ 13.7 TIME LIMITS ON CLAIMS**

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

## **ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT**

### **§ 14.1 TERMINATION BY THE CONTRACTOR**

**§ 14.1.1** The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

**§ 14.1.2** The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

**§ 14.1.3** If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

**§ 14.1.4** If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

### **§ 14.2 TERMINATION BY THE OWNER FOR CAUSE**

**§ 14.2.1** The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

**§ 14.2.2** When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

**§ 14.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

**§ 14.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

#### **§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE**

**§ 14.3.1** The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

**§ 14.3.2** The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

#### **§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE**

**§ 14.4.1** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

**§ 14.4.2** Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

**§ 14.4.3** In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

### **ARTICLE 15 CLAIMS AND DISPUTES**

#### **§ 15.1 CLAIMS**

##### **§ 15.1.1 DEFINITION**

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

### § 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

### § 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

### § 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

### § 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

### § 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

### § 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

**§ 15.2.3** In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

**§ 15.2.4** If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

**§ 15.2.5** The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

**§ 15.2.6** Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

**§ 15.2.6.1** Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

**§ 15.2.7** In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

**§ 15.2.8** If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

## **§ 15.3 MEDIATION**

**§ 15.3.1** Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

**§ 15.3.2** The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 15.3.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

## **§ 15.4 ARBITRATION**

**§ 15.4.1** If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The

party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

**§ 15.4.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

**§ 15.4.2** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 15.4.3** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

**§ 15.4.4 CONSOLIDATION OR JOINDER**

**§ 15.4.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 15.4.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 15.4.4.3** The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

**SECTION 00 7300****SUPPLEMENTARY GENERAL CONDITIONS****I. The General Conditions**

The "General Conditions of the Contract for Construction", AIA Document A201 - (2007) Articles 1 through 15 inclusive, is a part of this contract.

**II. The Supplementary General Conditions**

The following supplements modify, delete and/or add to the General Conditions. Where any Article, Paragraph or subparagraph in the General Conditions is supplemented by one of the following paragraphs, the provisions of such Article, Paragraph, or subparagraph shall remain in effect and the supplemental provisions shall be considered as added thereto. Where any Article, Paragraph, or subparagraph in the General Conditions is amended, voided or superseded by any of the following paragraphs, the provisions of such Article, Paragraph or subparagraph not so amended, voided, or superseded shall remain in effect.

**III. Modifications to Various Articles of the AIA Document A201 - (2007) General Conditions****ARTICLE 1: GENERAL PROVISIONS****§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS**

Delete Article 1.2.1 in its entirety and replace with the following:

**§ 1.2.1** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. All work mentioned or indicated in the Contract Documents shall be performed by the Contractor as part of this contract unless it is specifically indicated in the Contract Documents that such Work is to be done by others. Should the Drawings or Specifications disagree in themselves or with each other, the Contractor shall provide the better quality or greater quantity of Work unless otherwise directed by written addendum to the Contract.

**ARTICLE 3: CONTRACTOR****§ 3.9 SUPERINTENDENT**

Delete Article 3.9.2 in its entirety and replace with the following:

**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection. The proposed superintendent shall possess a valid, current, and unrestricted MA construction Supervisors License.

**ARTICLE 7: CHANGES IN THE WORK****§ 7.2 CHANGE ORDERS**

Delete Articles 7.2.1 through 7.3.10 in their entirety and replace with the following:

**§ 7.2.1** A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

**§ 7.2.3** Upon request of the Owner or the Architect, the Contractor shall without cost to the Owner submit to the Architect, in such form as the Architect may require, an accurate written estimate of the cost of any proposed extra Work or change. The estimate shall indicate the quantity and unit cost of each item of material and the number of hours of work and hourly rate for each class of labor, as well as a description and the amounts of all other costs chargeable under the terms of this Article. Unit labor costs for the installation of each item of material shall be shown if required by the Architect. The Contractor shall promptly revise and resubmit each estimate if the Architect determines that it is not in compliance with the requirements of this Article, or that it contains errors of facts or mathematical errors. If required by the Architect, in order to establish the exact cost of new Work added or of previously required Work omitted, the Contractor shall obtain and furnish to the Architect bona fide proposals from recognized suppliers for furnishings any material included in such Work. Such estimates shall be furnished promptly so as to occasion no delay in the Work, and shall be furnished at the Contractor's expense. The Contractor shall state in the estimate any extension of time required for the completion of the Work if the change or extra work is ordered.

**§ 7.3 CONSTRUCTION CHANGE DIRECTIVES**

**§ 7.3.1** A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

**§ 7.3.2** A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

**§ 7.3.3** If the Construction Change Directive provides for an adjustment to the Contract Sum, and if the Contract Documents include a unit price for the work that is the subject of such directive, such unit price shall be the basis if the adjustment to the Contract Sum, unless the Owner, in its sole discretion, chooses another method. If, however, the Contract Documents do not include a unit price for such work, the adjustment shall be based on one of the following methods as selected by the Owner.

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 By Cost and Percentages as estimated by the Contractor as provided in Section 7.3.7 and accepted by the Owner; the Contractor's estimate shall become a fixed price which shall not be changes by any variation in the actual cost of executing the Work covered by the change.
- .5 By actual Cost determined after the Work covered by the change completed, plus Percentage as provided in Section 7.3.7.

**§ 7.3.4** If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that, in the opinion of the Architect, application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner, the applicable unit prices shall be equitably adjusted.

**§ 7.3.5** Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and within five (5) calendar days from receipt of the Construction Change Directive, advise the Architect by written notice of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time. Failure to do so advise the Architect within such 5-day period (1) shall be interpreted as Contractor's agreement with the proposed method of adjustment; (2) shall constitute an irrevocable waiver of any right of the Contractor to submit a claim on account of the method of adjustments; an (3) shall cause the Construction Change Directive to be deemed and constitute a Change Order.

**§ 7.3.6** A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be deemed and constitute recorded as a Change Order.

**§ 7.3.7** If the proposed method of adjustment in the Contract Sum is based on unit prices that are stated in the Contract Documents, such unit prices shall be the basis of any adjustment to the Contract Sum, unless the Owner has chosen another method pursuant to subparagraph 7.3.3. If the proposed method of adjustment is not based on such unit prices and the Contractor objects to the proposed method of adjustment, the Contractor must notify the Architect of such objection in writing within five (5) calendar days from the Contractor's receipt of the Construction Change Directive. Failure to so object will irrevocably waive any such objections and claims on account of such method of adjustment, and the Construction Change Directive shall be deemed and shall constitute a Change Order. If the Contractor does so object, the adjustment to the Contract Sum shall be determined by the Architect on the basis of reasonable expenditures and savings if those performing the Work attributable to the change, including, in case of an increase or decrease in the Contract Sum, a Percentage for overhead and profit. In such case, and also under Sections 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bond and insurance, and permit fees, and
- .5 A Percentage for overhead and profit.

As used in the paragraph, "Cost" shall mean the estimated or actual net increase or decrease in cost to the Contract, Subcontractor, or Sub-subcontractor for performing the work covered by the change, including actual payments for materials, equipment rentals, expendable items, wages and associated benefits to workmen and to supervisors employed full time at the site, insurance, bonds and other provable direct costs, but not including any administrative, accounting or expediting costs, or other indirect or overhead costs, or any wages or benefits or supervisory personnel not assigned full time to the site, or any amount for profit or fee to the Contract, Subcontractor or Sub-subcontractor. No additional mark-up for on-site Superintendent and or Project Manager is allowed. Such percentages are already included in the established mark ups. The labor burden on book rates shall be limited to: Workers Compensation Insurance, FICA insurance, Federal unemployment insurance, and state unemployment insurance.

“Percentage” shall mean an allowance to be added to or subtracted from the cost in lieu of overhead and profit and of any other expense which is not included in the Cost of the Work covered by the change, as defined above. Percentage for a Sub-subcontractor shall be 10% of any net increase or decrease of Cost of any Work performed by the Sub-subcontractor’s own forces plus 5% of any aggregate net increase or decrease in Cost of any Work performed for the Sub-subcontractor by other contractors. Percentage for a Subcontractor shall be such percentage allowances for overhead and profit as are set forth in the Subcontract between such Subcontractor and the Contractor. The Percentage for the General Contractor shall be 10% of any net increase or decrease of Cost of any Work performed by the General Contractor’s own forces plus 5% of any net increase or decrease in the cost for all other Work covered by the change.

When in the reasonable judgment of the Architect a series of Construction Change Directives or Change Orders effect a single change, Percentage shall be calculated on the cumulative net increase or decrease in cost, if any. Maximum amount of percentage is 20% with no more than three tiers.

**§ 7.3.8** If the Owner elects to determine the Cost of the Work as provided in method 7.3.3.2 using unit prices stated in the Contract Documents or subsequently agreed upon, the unit prices shall be subject to subparagraph 7.3.7. Notwithstanding the inclusion of unit prices in the Contract Documents, it shall be the Owner’s option to require the Cost of any given change to be determined by of the other methods stated in 7.3.7. If the Owner elects to determine the cost of the change by unit prices and the nature of the work is such that its extent cannot readily be measured after the completion of such work or any subsequent work, the Contractor shall keep daily records, available at all times to the Architect for inspection, of the actual quantities of such work put in place, and delivery receipts or other adequate evidence, acceptable to the Architect, indicating the quantities of materials delivered for use in work included in the base Contract Sum. If so required by the Architect, materials for use in unit price work shall be stored apart from all other materials on the Project.

**§ 7.3.9** If the Owner elects to determine the Cost of the Work as provided in methods .4 or .5 of subparagraph 7.3. or if the method of determining the cost has not been established before the work is begun, the Contractor shall keep detailed daily records of labor and materials costs applicable to the work.

**§ 7.3.10** The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase or decrease, if any, with respect to that change.

**§ 7.3.11** Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts for such changes in the Work shall not be included in Applications for Payment. Such amounts shall only be included in an Application for Payment after the adjustment for the Construction Change Directive has been included in a Change Order signed by the Owner and the Contractor.

**§ 7.3.12** When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

**ARTICLE 8: TIME****§ 8.3 DELAYS AND EXTENSIONS OF TIME**

Delete Article 8.3.1 through 8.3.3 and replace with the following:

**§ 8.3.1** If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; fire (except as caused by Contractor), unusual delay in deliveries, unavoidable casualties or other causes (except weather) beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes such that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine, and this shall be the Contractor's sole remedy for such delay. Under no circumstances will the Contractor be entitled to an increase in the Contract Sum, or any other damages, on account of or in connection with any delay, regardless of the cause of delay, and Contractor agrees not to make any claim for such damages, including but not limited to claims for damages on account of having to perform out-of-sequence work, claims for damages on account of loss of production, and claims for damages on account of hindrances or interference with the work.

**§ 8.3.2** Claims relating to time shall be made in accordance with applicable provisions of Article 15.

**§ 8.3.3** No claim for delay shall be allowed on account of failure of the Architect to furnish Drawings, Specifications or instructions or to return Shop Drawings or Samples until 15 days after receipt by the Architect by registered or certified mail of written demand for such instructions, Drawings, or Samples, and not then unless such claim be reasonable.

**§ 8.3.4** No extension of time shall be granted because of seasonal or abnormal variations in temperature, humidity or precipitation, which conditions shall be wholly at risk of the Contractor, whether occurring within the time originally scheduled for completion or within the period of any extension granted. There shall be no increase in the Contract Sum on account of any additional costs of operations or condition resulting therefrom.

**§ 8.3.5** The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Owner or the Architect on account of any delay in the commencement of the Work and/or any hindrance, delay or suspension of any portion of the Work, whether such delay is caused by the Owner, the Architect, or otherwise except as and to the extent expressly provided in G.L. c. 30. 39N. The Contractor acknowledges that the Contractor's sole remedy for any such delay and/or suspension will be an extension of time as provided in this Article.

**ARTICLE 11: INSURANCE AND BONDS****§ 11.1 CONTRACTOR'S LIABILITY INSURANCE**

Delete Articles 11.1.1 through 11.3.10 in their entirety and replace with the following:

**§ 11.1.1** The Contractor shall purchase from and maintain with a licensed carrier rated A VIII or better and to which the Owner has no reasonable objection, and with Owner named as additionally insured in a company or companies lawfully authorized to business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle.
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

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

All insurance shall be written on an occurrence basis, unless the Owner approves in writing coverage on a claims-made basis. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and any further period during which coverage is required to be maintained after final payment by the Contract Documents. The Owner shall be named an Additional Insured on all policies.

Coverage for such liability insurance shall be provided by a company or companies reasonably acceptable to the Owner and authorized to do business in Massachusetts. Contractor shall furnish to Owner written confirmation as to the insurance carrier's most current financial ratings prior to commencing work.

**§ 11.1.3** Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. In the event of a policy cancellation, the Insurer must notify the town within (3) three business days. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness. These certificates shall set forth evidence of all coverage required by Sections 11.1.1 and 11.1.2. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending limits of coverage.

**§ 11.1.3.1** The Contractor shall be responsible for having acceptable insurance coverage provided by or on behalf of all Subcontractors, with such insurance to be similar to that required of the Contractor under the Agreement and these General Conditions. The Contractor shall not allow any Subcontractor to commence Work on the Project prior to the Contractor's receipt of certificates of insurance that are acceptable in form and limits to the Owner; the Owner shall have no obligation to pay the Contractor for any Work performed by a Subcontractor who has not supplied acceptable insurance certificates prior to starting its Work. The Owner shall be named an additional insured on all such certificates.

**§ 11.1.3.2** All insurance policies shall contain provisions or endorsements necessary to assure coverage of claims by one insured against another. All required insurance policies are to be endorsed to state that the Contractor's policies shall be primary to all other insurance available to the Owner and other specified additional insureds for liability arising out of or resulting from the Contractor's

operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

**§ 11.1.4** The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Owner's Project Manager, the Architect and the Architect's consultants as additional insureds for claims cause in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

**§ 11.1.5** In no case shall the limits of liability be less than the following:

**.1 General Liability:**

\$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit

\$3,000,000 Annual Aggregate Limit.

**.2 Automobile Liability:**

\$1,000,000 Bodily Injury and Property Damage per accident.

**.3 Workers' Compensation Insurance** as required by law.

**.4** Property Coverage for materials and supplies being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 1000 feet of the premises.

**.5 Umbrella Liability:**

\$5,000,000 minimum per occurrence

\$5,000,000 minimum aggregate.

**§ 11.1.6** Owner and Architect shall be listed as additional insureds on all certificates of insurance with respect to liability coverages, including umbrella liability coverage.

**§ 11.1.7** Products and completed operations shall be maintained for three (3) years after Final Payment and Completion of Project.

**§ 11.2 OWNER'S LIABILITY INSURANCE**

The Contractor shall procure and pay for an Owner's policy of Owner's protective liability insurance insuring the Owner and its officers, employees and agents against claims which may arise from operations under the Contract or relating thereto.

**§ 11.3 PROPERTY INSURANCE**

**§ 11.3.1** The Owner shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. Coverage for such insurance shall be provided by a company or companies reasonably acceptable to the Owner. Owner shall furnish to Contractor written confirmation as to the insurance carrier's most current financial ratings prior to commencing work. Such insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the work and shall insure against the perils of fire and extended coverage and shall include "all risks" insurance for physical loss or damage including without duplication, theft, vandalism and malicious mischief. This insurance shall also cover portions of the Work stored off the site or in transit. If this insurance is written with stipulated amounts deductible, the Owner shall not be

responsible for any difference between the payments made by the insurance carrier and the claim. The policy shall contain a provision that coverages afforded under policies will not be canceled or allowed to expire until at least 30 days' written notice has been given to the Owner. The Contractor shall be an additional insured within the policy.

**§ 11.3.2** The Owner shall have the power to adjust and settle with its insurers any loss for which it has obtained insurance.

**§ 11.3.2.1** Upon the occurrence of an insured loss, the Owner and the Contractor shall cooperate with each other and with each other's insurer in the submission of claims and related information and the distribution of any insurance proceeds. If after such a loss no other special agreement is made, replacement is made, replacement of damage work shall be covered by an appropriate change order.

**END OF SECTION**

**SECTION 00 8000****OTHER FORMS AND REFERENCE MATERIALS**

The following are bound in this section of the Project Manual for use by the General Contractor:

- Clerk's Certificate – To be submitted to the Awarding Authority with the contract
- W-9 Tax ID Form – To be submitted to the Awarding Authority with the contract
- Massachusetts - Supplier Diversity Office - Municipalities General Guidelines
- Massachusetts Prevailing Wage Rates, dated November 10, 2017
- Weekly Payroll Records Report & Statement of Compliance
- Weekly Payroll Report Form
- AIA Document G702 - Application and Certificate for Payment
- AIA Document G703 - Continuation Sheet
- Town of Halifax Inquiry About Criminal Record (CORI) Forms

**CLERK'S CERTIFICATE***(Please Type or Print Where Indicated)*

At a duly authorized meeting of the Board of Directors of \_\_\_\_\_  
held on \_\_\_\_\_ at which all voted that \_\_\_\_\_,  
\_\_\_\_\_ of this Company, be and he hereby is authorized to execute  
contracts and bonds in the name and behalf of said Company, and affix its Corporate  
Seal thereto, and such execution of any contract of obligation in this Company's name on  
its behalf by such under seal of the Company, shall be valid and binding upon this  
Company.

A true copy,

Attest: \_\_\_\_\_

Clerk's Signature

Place of Business \_\_\_\_\_

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

Business Fax: \_\_\_\_\_

Date of this Contract: \_\_\_\_\_

I hereby certify that I am the Clerk of \_\_\_\_\_ and  
that \_\_\_\_\_ is the duly elected \_\_\_\_\_ of said  
Company, and that the above vote has not been amended or rescinded and remains in full force and  
effect as of the date of this contract.

\_\_\_\_\_  
Clerk's Signature

Corporate Seal

**END OF FORM**

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
<b>7</b> List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>									
				-				-	
<b>or</b>									
<b>Employer identification number</b>									
				-					

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>  The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

**\*Note.** Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



## OPERATIONAL SERVICES DIVISION

### SUPPLIER DIVERSITY OFFICE

Reginald Nunnally  
Executive Director

## THE COMMONWEALTH OF MASSACHUSETTS

Executive Office for Administration and Finance

### OPERATIONAL SERVICES DIVISION

One Ashburton Place, Suite 1017

Boston, MA 02108-1552

Charles D. Baker  
Governor

Karyn E. Polito  
Lieutenant Governor

Kristen Lepore  
Secretary

Gary J. Lambert  
Assistant Secretary for  
Operational Services

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

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

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

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

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

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

#### **Affirmative Marketing Participation Goals:**

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

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

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

Documentation submitted with your signature means that you swear under the pains and penalties of perjury that you have read and understand it. Any false claims for MBE/WBE credit are subject to the Massachusetts False Claims Act and any applicable civil or criminal penalties as determined by the Massachusetts Attorney General's office.<sup>1</sup>

#### **Questions and Contact Information:**

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

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

## ATTACHMENT B

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT A****SCHEDULE FOR PARTICIPATION  
BY MINORITY/WOMEN BUSINESS ENTERPRISES**

Project Number \_\_\_\_\_  
Project Location \_\_\_\_\_  
Project Name \_\_\_\_\_

- A. Filed Sub-bidders utilizing MBE/WBE firms, and MBE/WBE Sub-bidders attach to Filed Sub-bid.  
B. General Contractor must submit to the Awarding Authority within five (5) working days of the opening of General Bids.

**BIDDER CERTIFICATION:**

The Bidder agrees that if awarded the contract it will expend at least the amount of the contract set forth below for MBE/WBE participation. For purposes of this commitment, the MBE and WBE designation means that a business has been certified by SDO as either a MBE, WBE or MBE/WBE. The Bidder must indicate the MBE/WBE firms it intends to utilize on the project as follows (attach additional sheets if necessary):

Company Name & Address	MBE or WBE	Describe MBE/WBE Scopes of Work (clarify "Labor Only", "Material Only" or "Labor and Material")	If Supplier, Indicate Total Value of Supplies (60% of Total Counts toward Participation)	Total Dollar Value of Participation
1.				
2.				
3.				
4.				
5.				

MBE Goal: \$ \_\_\_\_\_ Total Dollar Value of MBE Commitment: \$ \_\_\_\_\_

WBE Goal: \$ \_\_\_\_\_ Total Dollar Value of WBE Commitment: \$ \_\_\_\_\_

The undersigned hereby certifies that he/she has read the terms and conditions of the contract with regard to MBE/WBE participation and is authorized to bind the Bidder to the commitment set forth above.

Name of Firm \_\_\_\_\_

Business Address \_\_\_\_\_

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

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT C****CONTRACTOR PROGRESS PAYMENT REPORT  
MINORITY/WOMEN BUSINESS ENTERPRISES PARTICIPATION****Project Number:** \_\_\_\_\_**Project Name:** \_\_\_\_\_**Project Location:** \_\_\_\_\_**Date:** \_\_\_\_\_**Periodical Payment No.:** \_\_\_\_\_**General Contractor:** \_\_\_\_\_**MBE and/or WBE:** \_\_\_\_\_

One copy of this report is to be submitted for each Minority Business Enterprise (MBE) and/or Women Business Enterprise (WBE) at the time of submitting a request for payment. Copies of the report must be sent to the Minority Business Enterprise (MBE) and/or Women Business Enterprise (WBE) named above and to the municipalities Affirmative Marketing Construction Officer (AMCO). The AMCO will forward a copy of each Contractor Progress Payment Report to SDO on a quarterly basis.

1. The total price to be paid to the above-named Minority Business Enterprise \_\_\_\_\_ and/or Women Business Enterprise \_\_\_\_\_:  
\$ \_\_\_\_\_

2. The amount remitted to the Minority Business Enterprise and/or Women Business Enterprise as of the above date for work performed under this project: \$ \_\_\_\_\_

3. Balance due the Minority Business Enterprise and/or Women Business Enterprise as of the above date for work performed under the above-named project: \$ \_\_\_\_\_

4. Comments or explanation of amounts indicated under items 1 and 2 above: \_\_\_\_\_

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

5. We hereby certify that the information supplied herein (including pages attached) is correct and complete.

**General Contractor:****Minority and/or Women Business Enterprise**\_\_\_\_\_  
(Signed)\_\_\_\_\_  
(Signed)\_\_\_\_\_  
(Title)\_\_\_\_\_  
(Title)\_\_\_\_\_  
(Date)\_\_\_\_\_  
(Date)

# WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c149, section 27B, a true and accurate record must be kept of all persons employed on the public works construction project for which the enclosed rates have been provided. The *Weekly Payroll Report Form* includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the project.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. This is required to be done on a weekly basis. Once collected, the awarding authority is also required to preserve those records for three years.

In addition, each such contractor, subcontractor or public body shall furnish to the Executive Office of Labor within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

<b>STATEMENT OF COMPLIANCE</b>	
Date: ____ / ____ / 20____	
I, _____ (Name of signatory party)	_____ (Title)
do hereby state:	
That I pay or supervise the payment of the persons employed by	
_____ (Contractor, subcontractor or public body)	on the _____ (Building or project)
and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.	
Signature _____	
Title _____	

/ /

# DRAFT AIA® Document G702™ – 1992

## Application and Certificate for Payment

TO OWNER:

PROJECT:

APPLICATION NO: 001

PERIOD TO:

CONTRACT FOR:

CONTRACT DATE:

PROJECT NOS: / /

**Distribution to:**

OWNER: ☐

ARCHITECT: ☐

CONTRACTOR: ☐

FIELD: ☐

OTHER: ☐

FROM  
CONTRACTOR:

VIA  
ARCHITECT:

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM ..... \$ 0.00
2. Net change by Change Orders ..... \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$ 0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$ 0.00
5. RETAINAGE:
- a. 0 % of Completed Work  
(Column D + E on G703) ..... \$ 0.00
- b. 0 % of Stored Material  
(Column F on G703) ..... \$ 0.00
- Total Retainage (Lines 5a + 5b or Total in Column I of G703) ..... \$ 0.00
6. TOTAL EARNED LESS RETAINAGE ..... \$ 0.00  
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 0.00  
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE ..... \$ 0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE  
(Line 3 less Line 6) ..... \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this Month	\$ 0.00	\$ 0.00
TOTALS	\$ 0.00	\$ 0.00
NET CHANGES by Change Order	\$	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

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

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

State of: \_\_\_\_\_

County of: \_\_\_\_\_

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

Notary Public:

My Commission expires: \_\_\_\_\_

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 0.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

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

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

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

# DRAFT AIA<sup>®</sup> Document G703<sup>™</sup> - 1992

## Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 001

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	<b>GRAND TOTAL</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00 %	\$ 0.00	\$ 0.00

# Silver Lake Regional School District & Massachusetts School Superintendency Union 31

250 Pembroke Street, Kingston, Massachusetts 02364  
Telephone 781.585.4313 Fax 781.585.2994  
[www.slrsd.org](http://www.slrsd.org)

*Superintendent*  
Joy Blackwood

*Assistant Superintendent*  
Christine Pruitt

*Administrator of Special Education*  
Marie Grable

*Business Manager*  
Christine Healy

## CRIMINAL OFFENDER RECORD INFORMATION (CORI) REQUEST/ACKNOWLEDGEMENT FORM

The Silver Lake Regional School District and Massachusetts School Superintendency Union 31 are registered under the provisions of M.G.L. c.6, § 172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licensees and applicants for the rental or lease of housing.

As a prospective or current employee, subcontractor, volunteer, license applicant or current licensee, I understand that a CORI check will be submitted for my personal information to the Department of Criminal Justice Information Services (DCJIS). I hereby acknowledge and provide permission to the Silver Lake Regional School District and MA Superintendency Union 31 to submit a CORI check for my personal information to the DCJIS. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing the Silver Lake Regional School District and MA Superintendency Union 31 with written notice of my intent to withdraw consent to a CORI check.

Silver Lake Regional School District and MA Superintendency Union 31 may conduct subsequent CORI checks within one year of the date this authorization was signed by me provided that the District first provides me with written notice 72 hours in advance.

*By signing below, I provide my consent to a CORI check and acknowledge that the information provided on this Acknowledgement Form is true and accurate.*

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

PLEASE COMPLETE THIS ENTIRE APPLICATION LEGHLY. All information must be complete or the CORI is unable to be processed and it must be attached

School Building(s) Location or Department \_\_\_\_\_

Requested Position (o.g. volunteer, teacher, coach etc.) \_\_\_\_\_

Last Name \_\_\_\_\_

First name \_\_\_\_\_

Middle Name \_\_\_\_\_

Date of Birth \_\_\_\_\_  
Month Day YYYY

Last six Digits of Social Security #  
Write as ## - ####

Gender \_\_\_\_\_

CITY STATE COUNTRY  
Place of Birth

Maiden Name or other name(s) by which you have been known \_\_\_\_\_

Mother's Full Maiden Name (FIRST, MIDDLE, LAST) \_\_\_\_\_

Father's Full Name (FIRST, MIDDLE, LAST) \_\_\_\_\_

Current Physical Address \_\_\_\_\_

STREET ADDRESS

TOWN

STATE

ZIP CODE

\*Mailing Address (if different) \_\_\_\_\_

STREET OR P.O. BOX

TOWN

STATE

ZIP CODE

Former Address (5 yrs. prior) \_\_\_\_\_

STREET

TOWN

STATE

ZIP CODE

Driver's License No. & Issuing State \_\_\_\_\_

Height \_\_\_\_\_

Weight \_\_\_\_\_

Eyes Color \_\_\_\_\_

PLEASE COMPLETE THE OTHER SIDE OF THIS FORM →

Information below to be completed by the District or Supervising Contractor if not a District Employee

The above information was verified by reviewing the following form of non-expired government issued photographic identification:

☐ MA Driver's License      ☐ MA Identification      ☐ Passport      ☐ Other \_\_\_\_\_

Signature of Verifying Employee \_\_\_\_\_  
& School System

Requested by \_\_\_\_\_  
Joy Blackwood / Christine Pruitt

### SORI REQUEST FORM

As an applicant/employee/volunteer for the position of \_\_\_\_\_

I authorize Silver Lake Regional School District & Massachusetts School Superintendency Union 81 to use  
local and national Sexual Offender Registry information to determine if I pose an unreasonable risk to students.

\_\_\_\_\_  
First Name

\_\_\_\_\_  
Last Name

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SECTION 00 8600****DRAWING LIST****GENERAL**

A-001 TITLE SHEET  
A-002 SITE PLAN

**ARCHITECTURAL**

A-101 FLOOR PLAN – FIRST FLOOR  
A-150 REFLECTED CEILING PLAN – FIRST FLOOR  
A-151 ATTIC PLAN  
A-161 REFLECTED CEILING PLAN – 1<sup>ST</sup> FLOOR – WING A  
A-162 REFLECTED CEILING PLAN – 1<sup>ST</sup> FLOOR – WING B  
A-163 REFLECTED CEILING PLAN – 1<sup>ST</sup> FLOOR – WING C  
A-164 REFLECTED CEILING PLAN – 2<sup>ND</sup> FLOOR – WING C

**FIRE PROTECTION**

FP-100 SPRINKLER DEMOLITION PLANS  
FP-101 SPRINKLER NEW WORK PLANS  
FP-102 SPRINKLER NEW WORK PLANS  
FP-103 DETAILS  
FP-104 HANGING DETAILS  
FP-105 LEGEND AND NOTES

**END OF SECTION**

**SECTION 01 1000****SUMMARY****PART 1 – GENERAL****1.01 GENERAL REQUIREMENTS**

- A. Attention is directed to the Bidding and Contract Requirements, and all sections within Division 01 – General Requirements, as listed in Table of Contents which are hereby made a part of this Section.

**1.02 SUMMARY OF WORK**

- A. The project consists of Fire Protection Upgrades at the Halifax Elementary School in Halifax, Massachusetts.
- B. Without limiting the Contract Documents, the work generally consists of:
  - 1. Removal and disposal of existing dry type fire protection system.
  - 2. Removal of all of the existing acoustic ceiling tiles. Removal of the existing ceiling grid for installation of new work.
  - 3. Installation of new wet type fire protection system.
  - 4. Installation of new acoustical ceiling tiles and grid systems.
  - 5. Temporary removal and reinstallation of existing ceiling devices including, but not limited to, light fixtures, projectors, fire alarm devices, smoke detectors, telecommunication devices, HVAC supply registers and return air grilles.
  - 6. In addition, work under the Contract includes:
    - a. All work either shown on the Drawings and in the Specifications.
    - b. The restoration of site work and any other existing construction damaged or destroyed by construction operations.
    - c. Coordination and cooperation with the Owner on site.
    - d. Provide all temporary facilities.
    - e. Field testing and other commissioning activities for new fire protection systems.
    - f. The disconnection, extension, and reconnection of the existing equipment shall be performed in accordance with the Commonwealth of Massachusetts State Building Code and by licensed HVAC, Plumbing, and Electrical contractors.

**1.03 WORK RESTRICTIONS**

- A. The school will be unoccupied throughout the construction period.
- B. Work at the site shall not proceed until the end of school: June 25, 2018. Work hours: 7:00 AM to 9:00 PM. All work shall be substantially complete no later than August 20, 2018.
- C. Maintain the buildings in a safe, neat, and clean condition throughout construction. Any dirt, dust, or mess made by the work shall be cleaned by the Contractor on a daily basis prior to leaving the site. The Contractor shall perform cleaning using its own materials and work force through and via the use of metal detectors in grass and playfield areas.
- D. Repair damage caused by construction operations.
- E. The possession and use of alcohol, tobacco, firearms, and drugs is not allowed on site.

- F. Refer to attached CORI requirements as per the Silver Lake Regional School District included in the Specifications. Personnel employed or engaged by the Contractor and/or any subcontractor to provide services at the work site shall submit to Criminal Offender Record Information (CORI) checks before he/she is allowed to enter the work site and/or perform services pursuant to this Agreement. The Contractor shall utilize the CORI forms provided by the Owner which shall be provided to the Owner for submission for the CORI check provide; the Contractor shall provide proof of identification as to each employee at such time. The Contractor shall not permit any worker to enter the work site and/or perform services on the work site pursuant to this Agreement until such time as the Owner has received the formal CORI report as to that worker and has approved that worker as acceptable under the CORI check. All such CORI and other criminal background checks shall be at the sole expense of the Contractor who shall promptly reimburse the Owner for any out-of-pocket costs incurred by the Owner in connection with the CORI checks. A copy of the CORI form is included in this Project Manual as part of Section 00 8000 Other Forms. All workforce laborers are required to have a work badge with photo identification and company information.

#### **1.04 CONTRACTOR CONDUCT**

- A. The Contractor acknowledges and agrees that the work site is located on school property and that staff, students, minor children and members of the public will or may be in the area during the time that work is in progress. The Contractor and the Contractor's employees, agents, contractors, subcontractors, business invitees and other invitees, shall conduct themselves in a manner that is appropriate to the location, will not reflect in an adverse way on the school, would not have an adverse or offensive effect on the staff, students, minor children and members of the public who may be present at the school property at the same time, and will not use crude or offensive language or gestures on school property in the presence of staff, students, minor children and members of the public. The Contractor, the Contractor's employees, agents, contractors, subcontractors, business invitees and other invitees, and all others for whom the Contractor is or may be held responsible, shall comply with all school policies, rules and regulations and all applicable laws, including but not limited to prohibitions on the use or possession of tobacco, alcoholic beverages and other controlled substances while on or near school property. The Contractor shall be responsible for ensuring compliance with this provision by the Contractor, the Contractor's employees, agents, contractors, subcontractors, business invitees and other invitees, as well as for all others for whom the Contractor is or may be held responsible.

#### **PART 2 – PRODUCTS**

Not Used

#### **PART 3 – EXECUTION**

Not Used

**END OF SECTION**

**SECTION 01 2200****UNIT PRICES****PART 1 – GENERAL****1.01 GENERAL PROVISIONS**

- A. Attention is directed to the Bidding and Contract Requirements, and all sections within Division 01 – General Requirements, as listed in Table of Contents which are hereby made a part of this Section.

**1.02 REQUIREMENTS INCLUDED**

- A. Unit pricing shall be performed by the General Contractor as applicable.
- B. Unit price work will be paid for in accordance with unit prices listed by the General Contractor, based on estimated quantities calculated by the Designer.
- C. All unit prices shall include their pro-rata share of all costs for overhead, profit, bond, labor, materials, disposal and equipment to perform the work item complete, as identified.
- D. If quantities exceed the units established in the contract, including the aforesaid overage percentage, an equitable unit price adjustment will be determined by the Owner's Project Manager.
- E. A change order will be initiated by the Owner's Project Manager to adjust the contract price resulting from the final quantities of the unit price work.

**1.03 UNIT PRICES**

- A. Should certain additional work be required, or should the quantities of certain classes of work be increased or decreased from those required by the Contract Documents, by authorization of the Owner, the below unit prices shall, at the option of the Owner, be the basis of payment to the Contractor or credit to the Owner, for such increase or decrease in the work. The Unit Prices shall represent the exact net amount per unit to be paid to 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, or other direct or indirect expenses of the Contractor or Subcontractors. No additional adjustments will be allowed for other work without the prior written approval of the Owner's Project Manager. The Estimated Quantities below are to be included in the base bid.

Item No.	Section No.	Item	Estimated Quantity	Unit of Measure
1.	09 5113	Remove and replace 2'-0"x2'-0" ceiling grid system.	500	SF

**PART 2 – PRODUCTS**

Not Used

**PART 3 – EXECUTION**

Not Used

**END OF SECTION**

**SECTION 01 3000****ADMINISTRATIVE REQUIREMENTS****PART 1 – GENERAL****1.01 CONSTRUCTION PROGRESS SCHEDULE**

- A. The Contractor shall produce within 15 days after notice of award, prepare and submit to the Architect and Owner for approval, a schedule showing the order in which the Contractor proposes to carry on the work, with dates on which he will start the work of the several trades and the principal features of the work, and the contemplated dates for completing same. The schedule shall indicate with symbols the percentage completed at any time, and shall be based on the approved Schedule of Values as described in the General and Supplementary Conditions. The Contractor shall bring the progress schedule up to date at the end of each month in a manner so as to show all work performed during the month, and shall deliver to the Architect PDF copies of the revised schedule together with the monthly application for payment. The copies shall be suitable for photographic reproduction.
- B. The Contractor shall furnish sufficient forces, construction plant and equipment to insure the prosecution of the work in accordance with the approved progress schedule. If, in the opinion of the Architect or Owner, the Contractor falls behind in the progress schedule, Contractor shall take such steps as may be necessary to improve his progress and the Architect or Owner may require him to increase the number of shifts, days of work and/or the amount of construction plant, all without additional cost to the Owner.
- C. Submission of updated progress schedules shall be a condition precedent to each progress payment.
- D. The contractor shall identify the following major milestones within the contractors detailed project schedule.
  - 1. Award of contract
  - 2. Completion of shop drawings and submittals
  - 3. Order of material
  - 4. Delivery of materials
  - 5. Mobilize on site
  - 6. Substantial completion
  - 7. Closeout

**1.02 SCHEDULE OF VALUES**

- A. General:
  - 1. Submit to the OPM and Architect for approval Schedules of Values within 10 days of receipt of notice to proceed.
  - 2. Provide support values given with data that will substantiate their correctness.
  - 3. The approved Schedule of Values will be the basis for Contractor's Application for Payment.

**B. Form of Submittal:**

1. Use Table of Contents of the Project Manual as basis for format for listing costs of work for Sections and identify each line item with number and title of Section.

**C. 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 Supervisions and Layout.
    - c. Temporary Construction Facilities and Controls.
    - d. Mobilization.
    - e. De-Mobilization.
  2. Itemize separate line item cost for work required by each Section of Specification. 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. Cost of Labor to install.
    - c. Total installed cost, with overhead and profit.
    - d. Submittals.
    - e. Closeout Documents.
  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.
- D. Review and Re-submittal:** After review by Architect, revise and resubmit Schedules as is required. Resubmit revised Schedules in same manner.

**END OF SECTION**

**SECTION 01 3119****PROJECT MEETINGS****PART 1 – GENERAL****1.01 GENERAL REQUIREMENTS**

- A. Attention is directed to the Bidding and Contract Requirements, and all sections within Division 01 – General Requirements, as listed in Table of Contents which are hereby made a part of this Section.
- B. This Section specifies requirements for Project Meetings including:
  - 1. Pre-Construction Conference
  - 2. Commissioning Meetings
  - 3. Progress Meetings/Construction Conferences

**1.02 PRE-CONSTRUCTION CONFERENCE**

- A. The Architect will conduct a pre-construction conference after execution of the Agreement and prior to commencement of construction activities. Review responsibilities and personnel assignments.
  - 1. Attendees - The Owner, OPM, Commissioning Agent, Architect and their consultants, the Contractor and its superintendent, subcontractors, suppliers, manufacturers' reps, and other concerned parties shall be represented by persons authorized to conclude matters relating to the Work.
  - 2. Agenda - Discuss significant items that could affect progress, including the tentative construction schedule, critical sequencing, use of the premises, procedures for processing Change Orders and equipment deliveries, submittals, and RFI's.

**1.03 CONSTRUCTION CONFERENCES**

- A. The OPM will conduct construction conferences at regular interval, weekly, and will notify the Owner, Architect and Contractor of scheduled dates. Coordinate meeting dates with preparation of the payment request
  - 1. Attendees - The Owner, OPM, Architect, Engineer, General Contractor, Subcontractor, Supplier or other entity concerned with progress or involved in planning, coordination or performance of future activities shall be represented by persons familiar with the Project and authorized to conclude matters relating to progress.
  - 2. Agenda - Review minutes of the previous progress meeting. Review significant items that could affect progress. Include topics appropriate to the current status of the Project.
  - 3. Contractor's Construction Schedule - Review progress since the last meeting. Determine where each activity is in relation to the Contractor's construction schedule, whether on time or ahead or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether revisions are required to ensure that current and subsequent activities will be completed with the Contract time. Contractor shall provide a two-week look-ahead schedule for each project meeting.

4. Review the present & future needs of each entity present, including such items as:
  - a. Time
  - b. Sequences
  - c. Deliveries
  - d. Off-site fabrication problems
  - e. Site utilization
  - f. Temporary facilities and services
  - g. Hazards and risks
  - h. Quality and work standards
  - i. Change orders
  - j. Documentation of information for payment requests

#### **1.04 REPORTING**

- A. No later than seven (7) days after each meeting, the OPM will distribute copies of minutes of the meeting to each party present and to parties who should have been present.

#### **PART 2 – PRODUCTS**

Not Used

#### **PART 3 – EXECUTION**

Not Used

**END OF SECTION**

**SECTION 01 3300****SUBMITTAL PROCEDURES****PART 1 – GENERAL****1.01 GENERAL REQUIREMENTS**

- A. Attention is directed to the Bidding and Contract Requirements, and all sections within Division 01 – General Requirements, as listed in Table of Contents which are hereby made a part of this Section.

**1.02 CONSTRUCTION PROGRESS SCHEDULE**

- A. The Contractor shall promptly, after award of Contract, prepare and submit to the Architect for approval, a schedule showing the order in which the Contractor proposes to carry on the work, with dates on which he will start the work of the several trades and the principal features of the work, and the contemplated dates for completing same. The schedule shall indicate with symbols the percentage completed at any time, and shall be based on the approved Schedule of Values as described in the General and Supplementary Conditions. The Contractor shall bring the progress schedule up to date at the end of each month in a manner so as to show all work performed during the month, and shall deliver to the Architect three copies of the revised schedule together with the monthly application for payment. The copies shall be suitable for photographic reproduction.
- B. The Contractor shall furnish sufficient forces, construction plant and equipment to insure the prosecution of the work in accordance with the approved progress schedule. If, in the opinion of the Architect or Owner, the Contractor falls behind in the progress schedule, Contractor shall take such steps as may be necessary to improve his progress and the Architect or Owner may require him to increase the number of shifts, days of work and/or the amount of construction plant, all without additional cost to the Owner.
- C. Submission of updated progress schedules shall be a condition precedent to each progress payment.
- D. The Contractor shall identify the following major milestones within the contractors detailed project schedule.
  - 1. Award of contract
  - 2. Completion of shop drawings and submittals
  - 3. Order of material
  - 4. Delivery of materials
  - 5. Mobilize on site
  - 6. Substantial completion
  - 7. Closeout

**1.03 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

- A. Provide electronic copies of all submittals to be sent to the Architect, Owner's Project Manager, and Clerk of the Works and provide hard copies of all approved submittals to the Owner Project Manager, Clerk of the Works, and Contractor's field office within five working days upon approval.
- B. The Contractor, within 10 days after being awarded the Contract, shall prepare and submit for the Architect's review 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, and shall be revised as required by conditions of the work, subject to Architect's review. The Architect's review, including Consultant's review period, will not exceed 10 days from the established date of each submission indicated on the "Schedule of Shop Drawings, Product Data and Samples" plus the additional time, if any, for distribution by the Contractor and receipt of submissions by the Architect. The Contractor is required to strictly adhere 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 applicable Contractor, Subcontractor, vendor 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 reviewed by the Architect. In particular, the terms "By Others", "N.I.C.", 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. Representation: By his submittal of any shop drawing or catalog data, the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers and similar data, or will do so, and that he has checked and coordinated each item with other applicable approved shop drawings and the Contract requirements. Certification shall appear on each shop drawing stating that the General Contractor has made this check. All drawings without this certification will be returned without examination.
- E. Deviations: Review of shop drawings, samples or catalog data by the Architect shall not authorize any deviation from the requirements of the Contract Documents, nor shall such review relieve the Contractor from responsibility for errors or omissions therein. If the shop drawings deviate, or are intended to deviate from the Contract Documents, the Contractor shall so advise the Architect in writing at the time the shop drawings are submitted, stating the difference between the Contract requirements and that denoted by the shop drawings. A brief explanation of the purpose for the change shall also accompany the deviated shop drawings. Such deviation shall not be deemed accepted by the Architect unless the Architect thereafter provides explicit written approval of such deviation.
- F. Shop Drawings
  - 1. To receive consideration by the Architect, Shop Drawings shall be accompanied by a letter of transmittal and each drawing shall contain the following information on the title block:
    - a. Project identification.
    - b. Architect's name.
    - c. Date of preparation of submission, and of revision if applicable.
    - d. Shop Drawing number and title of item the drawing refers to.
    - e. Architect's Drawing numbers and Specification paragraph number used as a reference in preparing Shop Drawing.
    - f. Contractor's and Subcontractor's name.
    - g. Names of person or firm preparing drawings.

- h. Statement or stamp of approval by the Contractor, which shall signify that he has seen and examined the drawing and that requirements of the General Conditions have been complied with.
2. Shop Drawings relating to various units comprising a proposed assembly shall be submitted simultaneously so that said units may be checked individually and as an assembly.
3. All Shop Drawings shall be submitted directly to the Architect through the General Contractor. Drawings submitted directly from the Subcontractors, manufacturers or vendors, or directly to the Architect's consultants, will be returned to the Contractor without action.
4. Submit Shop Drawings of standard manufactured items in the form of manufacturer's 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 Specification.
5. For all Shop Drawings, including wiring and control diagrams, one electronic copy in pdf format of each shall be submitted. The file shall be made by the Contractor after his stamp and his comments or corrections, if any, have been affixed to the document. Procedure shall be as follows:
  - a. Each document shall have a clear space approximately 40 square inches as an additional border on the right side or bottom of the document for stamps and Architect's comments.
  - b. The Architect will annotate the document and indicate one of the following marks as applicable.
    - No Exceptions Taken
    - Note Markings – Re-submittal Not Required
    - Note Markings – Re-submittal Required
    - Rejected
  - c. For drawings marked "Rejected", or "Note Markings – Re-submittal Required", the Architect will retain the document for record purposes and for comparison with subsequent resubmissions, furnish to the applicable consultants, if any, and transmit to the Contractor electronically in pdf format. Such procedures shall be followed until the Shop Drawing is marked "Note Markings – Re-submittal Not Required", or "No Exception Taken".
  - d. Drawings marked "Note Markings – Re-submittal Not Required", shall be treated as acceptable 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 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. Documents for all drawings marked "Note Markings – Re-submittal Not Required" or "No Exceptions Taken" will be transmitted to the General Contractor electronically in pdf format.
6. If catalog cuts of standard manufactured items show different types, options, finishes, performance requirements, or 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 must be clearly noted on the cut by the Contractor. Catalog cuts of wiring diagrams will not be acceptable.

7. Shop Drawings shall clearly indicate all details, sectional views, arrangements, 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.
8. 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 resubmitted to the Architect with all revisions clearly marked for the Architect's attention. Whenever drawings are revised, the latest revisions shall be circled or otherwise indicated to distinguish them clearly from all previous revisions (and from the information on the original drawing).
9. Should the Architect in checking Shop Drawings recommend changes which the Contractor deems will increase the Contract Price, the Contractor shall so inform the Architect in writing within fourteen 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.
10. The Contractor shall be responsible for obtaining and distributing copies of final Shop Drawings to his subcontractors and material suppliers needing such information, at no additional cost to the Owner.
11. The Contractor shall keep on the site, in good order, a complete up-to-date set of all approved Shop Drawings.

G. Samples

1. Before submitting samples, consult with the 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.
2. Samples shall be submitted in triplicate, unless otherwise specified or directed by the Architect.
3. The Architect will prepare a master color schedule indicating the required color, finish, pattern, material, texture, and other pertinent information in connection with interior and exterior finishes.
  - a. To facilitate the preparation of such schedule, the Contractor shall submit, within forty-five days following date of award of contract, unless otherwise extended by the Architect and the Owner, the names of the manufacturers whose products he proposes to use within the framework of the Specifications, wherever color, finish, pattern, texture, or other related information is a consideration.
  - b. Color chips shall be submitted for all items having color unless otherwise directed or approved by the Architect. Upon the expiration of such forty-five day period, the Architect will proceed with color selection and preparation of final color schedule.
  - c. The Architect will select the colors and finishes of a manufacturer within the framework of the Specifications, for each item where the Contractor fails to submit the name of a specific manufacturer within the allotted time, and the Contractor shall provide such materials without additional compensation.
4. Samples may be submitted to the Architect directly from manufacturers, vendors, suppliers, subcontractors, or others, but a separate transmittal letter shall be submitted through the Contractor in each such case.
5. 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.

6. Each sample shall have a label indicating the material represented, its place or origin, and the names of the producer, the Architect, the Contractor, the Subcontractor, 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 materials represented.
7. Approval of samples for color, texture, and other aesthetic qualities shall not be constructed as approval of other characteristics.

#### **1.04 SCHEDULE OF VALUES**

A. General:

1. Submit to the Architect and OPM for approval Schedules of Values within 10 days of receipt of Notice to Proceed.
2. Provide support values given with data that will substantiate their correctness.
3. The approved Schedule of Values will be the basis for Contractor's Application for Payment.

B. Form of Submittal:

1. Use Table of Contents of the Project Manual as basis for format for listing costs of work for Sections and identify each line item with number and title of Section.
2. The work of this Project is funded, in part, by the Massachusetts School Building Authority (MSBA). The Contractor shall agree to comply fully with all requirements of the Authority in connection with the work and the Project and with all requests and requirements of the Awarding Authority in connection therewith. The Contractor shall submit their Schedule of Values in a format compatible with the MSBA ProPay System.

C. 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 Supervisions and Layout.
  - c. Temporary Construction Facilities and Controls.
  - d. Mobilization.
  - e. Demobilization.
2. Itemize separate line item cost for work required by each Section of Specification. 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. Cost of Labor to install.
  - c. Total installed cost, with overhead and profit.
  - d. Submittals.
  - e. Closeout Documents.
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.

D. Review and Resubmittal:

1. After review by Architect, revise and resubmit Schedules as required. Resubmit revised Schedules in the same manner as the initial submission.

**PART 2 – PRODUCTS**

Not Used

**PART 3 – EXECUTION**

Not Used

**END OF SECTION**

**SECTION 01 5000****TEMPORARY FACILITIES AND CONTROLS****PART 1 – GENERAL****1.01 GENERAL REQUIREMENTS**

- A. Attention is directed to the Bidding and Contract Requirements, and all sections within Division 01 – General Requirements, as listed in Table of Contents which are hereby made a part of this Section.

**1.02 SUMMARY**

- A. This Section specifies temporary services. Remove when no longer needed or replaced by permanent facilities. Compliance with these provisions shall be the sole responsibility of the Contractor and shall be at the sole cost and expense of the Contractor.

**1.03 USE CHARGES**

- A. Cost or use charges for temporary facilities are not chargeable to the Owner or Architect and will not be accepted as a basis of claims for a Change Order. All applicable costs shall be paid by the General Contractor.

**1.04 REGULATIONS**

- A. Comply with applicable laws and regulations including standards set forth by the Massachusetts Department of Public Safety and the Occupational and Safety Health Act of 1970, latest revision.

**1.05 STANDARDS**

- A. Comply with NFPA Code 241, "Building Construction and Demolition Operations," ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition." Comply with Occupational and Safety Health Act of 1970, latest revision.

**1.06 CONDITIONS OF USE**

- A. Keep facilities clean and neat. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload or permit facilities to interfere with progress. Do not allow hazardous, dangerous or unsanitary conditions or public nuisances to develop or persist on the site.

**1.07 MATERIALS AND EQUIPMENT**

- A. Provide new materials and equipment; if acceptable to the Architect, undamaged previously used materials and equipment in serviceable condition may be used. Provide materials and equipment suitable for the use intended.
  - 1. Lumber and Plywood - Comply with requirements in Section "Rough Carpentry". Provide fire treated lumber and plywood for sheds and offices. Provide minimum 5/8" thick exterior plywood for other uses.
  - 2. Tarpaulins - Waterproof, fire-resistant, UL labeled tarpaulins with flame-spread rating of 15 or less. For temporary enclosures provide translucent nylon reinforced laminated polyethylene or polyvinyl chloride fire retardant tarpaulins.

3. Open-Mesh Fencing - 11-gage, galvanized 2-inch, chain link fabric fencing 6-feet high with galvanized barbed wire top strand and galvanized steel pipe posts, 1 -1/2 I.D. for line posts and 2-1/2" I.D. for corner posts.

#### **1.08 DUST CONTROL**

- A. The General Contractor shall provide adequate means for the purpose of preventing dust caused by construction operations from creating a hazard, nuisance, and from entering adjacent occupied areas throughout the period of the construction contract.
- B. This provision does not supersede any specific requirements for methods of construction or applicable general conditions set forth in the Contract Articles with added regard to performance obligations of the General Contractor.

#### **1.09 WEATHER PROTECTION AND TEMPORARY ENCLOSURES**

- A. It is the intent of this contract that no temporary weather protection and temporary enclosures are allowed unless it is approved by the Owner and OPM prior to construction and subject to emergency need. It is the intent of this contract that no windows and exterior doors shall be removed unless its replacement is installed and made weathertight each day.
- B. The Contractor shall provide temporary enclosures and weather protection. "Weather Protection" shall mean the temporary protection of that Work adversely affected by rain, wind, and cold by covering, enclosing, and/or heating.
- C. The Contractor shall furnish and install "Weather Protection" material and be responsible for all costs, including heating required to maintain a minimum of 40 degrees Fahrenheit at the working surface. This provision does not supersede any specific requirements for methods of construction, curing of materials, or the applicable conditions set forth in the Contract Articles with added regard to performance obligations of the Contractor.
- D. Within 10 calendar days after award of the Contract, the Contractor shall submit in writing, to the Architect and OPM for approval, three (3) copies of the proposed methods for "Weather Protection."
- E. Installation of weather protection and heating devices shall comply with all safety regulations including provisions for adequate ventilation and fire protection devices.
- F. The entire responsibility for weather protection during construction, until Substantial Completion, shall be assumed by the Contractor, who shall be liable for any damage to any Work caused by failure to supply proper weather protection and proper ventilation. The Contractor shall take the necessary precautions and provide all equipment, materials and labor necessary to adequately protect the Contract Area, previous construction, the building and its contents and occupants, and surrounding landscape areas from damage due to the construction or inclement weather during construction. No storage in or within the building will be allowed and neither the Contractor nor its workmen or agents shall be permitted within the building except where necessary to install the work and the Owner's and OPM's prior permission has been obtained.
- G. Work damaged by frost shall be removed and replaced at the expense of the Contractor and as directed by the Architect.
- H. It is to be specifically understood that the Contractor shall do no work under any conditions deemed unsuitable by the Contractor to the perfect execution of the Work. This provision shall not constitute any waiver, release, or lessening of the Contractor's obligation to bringing the Work to Substantial Completion within the period of time set forth in the Contract Documents.

- I. If during the Contract period, the Contractor is notified of insufficient weather protection, he shall, immediately, properly restore the weather protection and repair or replace any damaged unprotected materials and systems. Should the Contractor not effect immediate repair or replacement when notified, the Owner may, but shall not be obligated to, have the proper protection installed at the Contractor's expense.
- J. Provide storage trailers for temporary storage of window, storefront and door systems if material is delivered to the site prior to end of school year or construction start date.

#### **1.10 TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES INSTALLATION**

- A. Maintain support facilities until Substantial Completion. Remove prior to Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.
- B. Toilets - Install self-contained single-occupant toilet units of the chemical aerated recirculation, or combustion type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar nonabsorbent material. Use of pit-type privies will not be permitted.
- C. Wash Facilities - Install wash facilities supplied with potable water at convenient locations for personnel involved in handling materials that require wash-up. Dispose of drainage properly. Supply cleaning compounds. Provide safety showers, eye-wash fountains and similar facilities for safety and sanitation of personnel.
- D. Drinking Water Facilities - Provide containerized tap-dispenser bottled-water type drinking water units.
- E. Temporary Enclosures - Provide temporary enclosure for protection of construction from exposure, foul weather, other construction operations and similar activities. Where heat is needed and the building enclosure is incomplete, provide enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions.
  - 1. Install tarpaulins securely, with incombustible framing. Close openings through walls, floors or roof decks and horizontal surface with load-bearing construction.
- F. Collection and Disposal of Waste - Collect and dispose of waste daily. Comply with NFP 241 for removal of combustible waste. Enforce requirements strictly. Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose in a lawful manner. The Contractor shall supply adequate covered receptacles for waste, debris and rubbish, which shall be immediately removed from the site when full or more often, if necessary. The receptacles shall be located in areas approved by the Owner only. Receptacles shall not remain adjacent to the building overnight.
- G. Scaffolding and Staging – Where scaffolding and staging is required for the proper installation of the Work, it shall be erected to provide a minimal impact on the site. Barriers and warning lines shall be installed at the base of any scaffolding or staging and around ground areas below elevated staging. Overhead protection shall be provided where walkways pass through work areas. All scaffolding and staging shall be erected in conformance with all applicable state, federal and local codes.
- H. Preparatory Work by the Contractor – The Contractor will protect the building contents below work areas where the work requires interior access as follows. The Contractor shall move all furniture and equipment to middle of room away from work areas, cover open shelving, office and classroom equipment, and furniture with polyethylene, mask openings to closets, encased bookshelves, cabinets and similar fixed storage areas. No fixtures or appliances will be

protected by the Owner. Upon completion of the work, the Contractor shall remove all masking and protection and clean and restore the area to the satisfaction of the Owner, cleaning, repairing and replacing all soiled, stained or damaged floor areas.

- I. Signs – The contractor shall conspicuously post a project sign at ground level. This sign shall designate the project entrance. Only one (1) entry may be used by the Contractor. The entry location shall be as directed by the Owner.
- J. Parking – The Owner has designated parking locations for Contractor's employees, personnel and vehicles. Refer to the Drawings for specific designated locations.
- K. Site Trailer(s) – The Owner will provide a designated internal space for the General Contractor Site Supervisor's Office and Clerk of the Works until the substantial completion date established.

### **1.11 SECURITY AND PROTECTION FACILITIES INSTALLATION**

- A. Fire Extinguishers - Provide hand-carried, portable, UL rated, class "ABC" dry chemical extinguishers. Locate fire extinguishers where effective for the intended purpose, but not less than one on each floor near each usable stairwell.
  - 1. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways and other access routes for fighting fires. Prohibit smoking hazardous fire exposure areas.
  - 2. Store combustible materials in containers in fire-safe locations.
  - 3. Provide supervision of welding operations, combustion type temporary heating units, and sources of fire ignition.
- B. Barricades, Warning Signs and Lights - Comply with standard and code requirements for erection of barricades. Paint appropriate warning signs to inform personnel and the public of the hazard being protected against. Where needed, provide temporary fencing, barricades, warning lines, barriers and the like, as required to segregate the construction areas from existing facilities, occupants and the public. Also, where needed, provide lighting, including flashing lights.
- C. Security Enclosures and Lockup - Install temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism and theft. Where materials and equipment must be stored, provide a secure lockup. The Owner is not responsible for Contractor's losses due to damage or theft by vandals.

### **1.12 TERMINATION AND REMOVAL**

- A. Remove each facility when the need has ended, or replaced by a permanent facility, or no later than Substantial Completion. Complete or restore construction delayed because of interference with the facility. Repair damaged work, clean exposed surfaces and replace construction that cannot be satisfactorily repaired.
- B. Temporary facilities are property of the Contractors.

## **PART 2 – PRODUCTS**

Not Used

**PART 3 – EXECUTION**

Not Used

**END OF SECTION**

**SECTION 01 6000****PRODUCT REQUIREMENTS****PART 1 – GENERAL****1.01 GENERAL REQUIREMENTS**

- A. Attention is directed to the Bidding and Contract Requirements, and all sections within Division 01 – General Requirements, as listed in Table of Contents which are hereby made a part of this Section.

**1.02 PRODUCTS**

- A. Products are items purchased for incorporation in the Work, whether purchased for the Project taken from previously purchased stock.
  - 1. **Named Products** are items identified by manufacturer's product name, including make or model designation indicated in the manufacturer's product literature.

**1.03 MATERIALS**

- A. Materials are products that are shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed or installed to form a part of the Work.

**1.04 EQUIPMENT**

- A. Equipment is a product with operational parts, whether motorized or manually operated, that requires service connections such as wiring or piping. Where each activity is in relation to the Contractor's construction schedule, whether on time or ahead or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether revisions are required to ensure that current and subsequent activities will be completed with the Contract time.

**1.05 SOURCE LIMITATIONS**

- A. To the fullest extent possible, provide products of the same kind, from a single source.
  - 1. When the Contractor has the option of selection between two or more products, the product selected shall be compatible with products previously selected.

**1.06 NAMEPLATES**

- A. Except for required labels and operating data, do not attach manufacturer's nameplates or trademarks on surfaces exposed to view in occupied spaces or on the exterior.
  - 1. **Equipment Nameplates** - Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate on an inconspicuous accessible surface. The nameplate shall contain the following information and essential operating data.

**1.07 PRODUCT DELIVER, STORAGE AND HANDLING**

- A. Deliver, store, and handle products in accordance with manufacturer's recommendations, using methods that will prevent damage, deterioration and loss.
  - 1. Schedule delivery to minimize long-term storage and prevent overcrowding construction spaces. Coordinate with installation to ensure minimum holding time for items that are

- flammable, hazardous, easily damaged or sensitive to deterioration, theft, and other losses.
2. Deliver products in manufacturer's original sealed container or packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
  3. Inspect products on delivery to ensure compliance with Contract Documents and to ensure that products are undamaged and properly protected.
  4. Store products to facilitate inspection and measurement of quantity or counting of units. Store heavy materials away from the structure in a manner that will not endanger supporting construction.
  5. Store products subject to damage by the elements above ground, under cover in a weathertight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.
  6. All flammable substances shall be brought to the site daily and unused materials removed at the end of the workday.
  7. In the event that materials are exposed to the elements, they shall be marked as unacceptable and immediately removed from the site. They may not be used.
  8. On-site storage of materials are the responsibility of the Contractor. The Owner is not responsible for Contractor's losses due to damage or vandalism.

#### **1.08 PRODUCT SELECTION**

- A. Provide products that comply with the Contract Documents, are undamaged and unused at installation. Provide products complete with all accessories, trim, and finish, safety guards and other devices and details needed for a complete installation and for the intended use and effect.

#### **1.09 STANDARD PRODUCTS**

- A. Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.

#### **1.10 NON-PROPRIETARY SPECIFICATIONS**

- A. When Specifications list products or manufacturers that are available and may be used but do not restrict the Contractor to use of these products only, the Contractor may propose any product that complies with Contract requirement.

#### **1.11 DESCRIPTIVE SPECIFICATION REQUIREMENTS**

- A. Where Specifications describe a product, listing characteristics required with or without use of brand name, provide a product that provides the characteristics and otherwise complies with requirements.
  1. **Visual Matching** - Where Specifications require matching a sample, the Architect's decision on whether a proposed product matches in final. Where no product matches and complies with other requirements, comply with provisions for substitutions" for selection of a matching product in another category.
  2. **Visual Selection** - Where requirements include the phrase "... as selected from manufacturer's standard colors, patterns, textures" or a similar phrase, select a product

that complies with other requirements. The Architect will select color, pattern, and texture from the product line selected.

#### **1.12 INSTALLATION OF PRODUCTS**

- A. Comply with manufacturer's instructions and recommendations for installation of products. Anchor each product securely in place, accurately located and aligned with other Work. Clean exposed surfaces and protect to ensure freedom from damage and deterioration at time of Substantial Completion.

#### **PART 2 – PRODUCTS**

Not Used

#### **PART 3 – EXECUTION**

Not Used

**END OF SECTION**

**SECTION 01 7000****EXECUTION AND CLOSEOUT REQUIREMENTS****PART 1 – GENERAL****1.01 GENERAL REQUIREMENTS**

- A. Attention is directed to the Bidding and Contract Requirements, and all sections within Division 01 – General Requirements, as listed in Table of Contents which are hereby made a part of this Section.

**1.02 CLEANING****A. General:**

1. Execute cleaning, during progress of the Work, and at completion of the Work, as required by General Conditions and as herein specified.
2. Maintain premises and 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 soiled by the execution of the work, leave project clean and ready for occupancy.
3. Cleaning shall include all interior and exterior surfaces including the project site, which have been soiled by the Contractor, Subcontractors, material men, or any other persons or procedures engaged by the Contractor to complete the work.
4. Refer to Sections of the Specifications for cleaning of specific products of 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. 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. Materials:**

1. Use only those materials which will not create hazards to health or property and which will not damage surfaces.
2. Use only those cleaning materials and methods recommended by manufacturer or surface material to be cleaned.
3. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

**D. During Construction:**

1. Execute cleaning to ensure that the buildings, the site, and adjacent properties are maintained free from accumulations of waste materials and rubbish and windblown debris, resulting from construction operations on a daily basis.
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 off Owner's property.
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.

**E. Dust Control:**

1. Wet down dry materials and rubbish to control dust and prevent blowing dust.
2. Clean interior spaces prior to the start of finish painting and continue cleaning on an as needed basis until painting is finished.

**F. Final Cleaning:**

1. Repair, patch and touch up marred surfaces to specified finish, to match adjacent surfaces.
2. Prior to final completion, or Owner occupancy, Contractor shall conduct an inspection of site-exposed interior and exterior surfaces, and all work areas, to verify that the entire Work is clean.
3. Broom clean exterior paved surfaces and rake clean other surfaces of the grounds which have been soiled by the Contractor's operations.

**1.03 MAINTENANCE MANUALS AND INSTRUCTIONS**

- A. The Contractor shall, upon Substantial Completion of the work, submit rough drafts of maintenance schedules, maintenance manuals, and all approved Shop Drawings, presenting full details for care and maintenance of visible surfaces and all equipment furnished and installed under the Contract.
- B. Maintenance shall consist of manufacturers' catalog cuts with descriptive information, lubricating and maintenance instructions, parts lists, usage instructions, names, addresses and telephone numbers where replacement parts and service can be quickly obtained, and all other information required for the Owner to use, maintain, and service the items properly.
- C. Upon the Architect's approval of drafts, submit three (3) corrected copies properly bound in a logical and well-arranged order, with an index, for the Owner's use.

**1.04 WARRANTIES AND BONDS**

- A. **General:** Compile specified warranties and bonds, review to verify compliance with Contract Documents, and submit to the simultaneously to the Commissioning Agent and Architect for their review and transmittal to the Owner.
- B. **Submittal Requirements:**

1. Assemble four original signed copies of warranties, bonds and service and maintenance contracts, executed by Officers of each of the respective manufacturers, suppliers, and subcontractors.
  2. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.
    - 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 will commence upon date of Substantial Completion as established by the Architect.
    - e. Duration of warranty, bond or service maintenance contract.
    - f. Provide information for Owner's personnel:
      1. Proper procedure in case of failure.
      2. Instances which might affect validity of warranty or bond.
    - g. Contractor, name of responsible principal, address and telephone number.
- C. **Form of Submittals:** Prepare in four packets and in the following format:
1. Size 8-1/2 inch by 11 inch; punch 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 or 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 progress of construction, submit documents within ten days after inspection and acceptance. Otherwise, make submittals within ten days after acceptance, listing the date of acceptance as the start of warranty period.
- E. **Submittals Required:** Submit warranties, bonds, and service and maintenance contracts as specified in the respective Sections of the Specifications.

## 1.05 CLOSEOUT REQUIREMENTS

- A. **Punch List:** When the Architect reviews the work for Substantial Completion, he will prepare and issue to the 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 Contractor will be required to perform before final payment.
- B. **Substantial Completion:** Architect will prepare and issue a Certificate of Substantial Completion, A.I.A. G704, complete with signatures of Owner and Contractor, accompanied by list of items to be completed or corrected, as verified and amended by the Architect.
- C. **Final Inspection:**
1. 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 the 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 days after receipt of certification.
3. Should the Architect consider the Work is finally complete in accordance with requirements of Contract Documents, he shall request Contractor to make Project Closeout submittals.
4. Should the Architect consider that work is not finally complete:
  - a. He shall notify Contractor, in writing, stating reasons.
  - b. Contractor shall take immediate steps to remedy the stated deficiencies, and send second written notice to the Architect certifying that Work is complete.
  - c. Architect will inspect the Work.

**D. Closeout Submittals:**

1. Project Record Documents.
2. Operating and Maintenance Data.
3. Extended Guarantees and Warranties.
4. Provide three (3) bound and tabbed hard copies and one electronic thumb drive.

**E. Evidence of Payments, and Release of Liens:**

1. Contractor's Affidavit of Payment of Debts and Claims, AIA G706.
2. Contractor's Affidavit of Release of Liens, AIA G706A, with:
  - a. Consent of Surety to Final Payment: AIA G707.
  - b. Contractor's release or waiver of liens.
  - c. Separate releases or waivers of liens for subcontractors, suppliers and others with lien rights against property of Owner, together with list of those parties.
3. All submittals shall be duly executed before delivery to the Architect.

**F. Final Application and Certificate for Payment:**

1. Contractor shall submit final application in accordance with requirements of General and Supplementary Conditions.
2. Architect will issue final certificate in accordance with provisions of Conditions of the Contract.
3. **NOTE:** 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**

**SECTION 01 7329****CUTTING AND PATCHING****PART 1 – GENERAL****1.01 GENERAL REQUIREMENTS**

- A. Attention is directed to the Bidding and Contract Requirements, and all sections within Division 01 – General Requirements, as listed in Table of Contents which are hereby made a part of this Section.
- B. Section includes procedural requirements for cutting and patching.

**1.02 DEFINITIONS**

- A. Cutting: Removal of existing construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

**1.03 QUALITY ASSURANCE**

- A. General: The General Contractor shall take reasonable care prior to all cutting and drilling in order to minimize unintended damage to concealed conduits, cables, pipes, reinforcing steel, etc. In circumstances where the absence of such concealed elements is not established conclusively, utilize detection and mapping technology, e.g., X-ray or Sub-surface Interface Radar (SIR), to locate any such elements that may be present before proceeding with the cutting or drilling work.
- B. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- C. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or which results in increased maintenance or decreased operational life or safety. Operational Elements include the following:
  - 1. Air or smoke barriers.
  - 2. Fire-protection systems.
  - 3. Control systems.
  - 4. Communication systems.
  - 5. Electrical wiring systems.
  - 6. Operating systems of special construction.
- D. Miscellaneous Elements: Do not cut and patch elements or related components in a manner that could change their load-carrying capacity, which results in reducing their capacity to perform as intended, or which results in increased maintenance or decreased operational life or safety. Miscellaneous Elements include the following:
  - 1. Water, moisture, or vapor barriers.

2. Membranes and flashings.
  3. Cement plaster stucco, substrate, scratch, base and finish coats to match existing.
- E. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

#### **1.04 WARRANTY**

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

### **PART 2 – PRODUCTS**

#### **2.01 MATERIALS**

- A. General: Comply with requirements specified in other Sections of these Specifications.
- B. Existing and In-Place Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
1. If identical materials are unavailable or cannot be used, use materials that, when installed, shall match the visual and functional performance of existing materials.

### **PART 3 – EXECUTION**

#### **3.01 EXAMINATION**

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
  2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

#### **3.02 PREPARATION**

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Services: Where existing services are required to be removed, relocated, or abandoned, bypass such services before cutting to prevent interruption of services to occupied areas.
1. If existing services to occupied areas must be interrupted, coordinate and receive approval of the interruption of services prior to starting work.

**3.03 PERFORMANCE**

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. Cut existing construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  - 4. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
  - 5. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.
  - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
  - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that shall eliminate evidence of patching and refinishing.
    - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    - b. Restore damaged pipe covering to its original condition.
  - 3. Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair wall surfaces in the existing space. Provide an even surface of uniform finish, color, texture, and appearance. Repair existing wall finishes with new materials, if necessary, to achieve uniform color and appearance.
    - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
  - 4. Ceilings: Patch, repair, or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance.

5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

**PART 2 – PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

**END OF SECTION**

**SECTION 01 7839****RECORD DOCUMENTS****PART 1 – GENERAL****1.01 GENERAL**

- A. Attention is directed to the Drawings and the Bidding and Contract Requirements, including General and Supplementary Conditions, and all sections within Division 01 – General Requirements, as listed in Table of Contents which are hereby made a part of this Section.
- B. Provide all plant facilities, labor, materials, tools, equipment, transportation, supervision, and related work necessary to complete the work specified in this section and as shown on the drawings.

**1.02 SUMMARY**

- A. The Work of this Section includes, but is not limited to, requirements for the following procedures:
  - 1. Record prints
  - 2. Record specifications
  - 3. Final record drawings
  - 4. Record coordination drawings
- B. Related work includes, but is not limited to, the following work under other Sections:
  - 1. Section 01 3300 – Submittal Procedures for General requirements for submittals
  - 2. Section 01 7000 – Execution and Closeout Procedures for other submittals required at the completion of the Work.
  - 3. Section 01 9119 – Commissioning Requirements for documentation required for commissioning.

**1.03 DEFINITIONS**

- A. Record Prints are full sets of black-line or blue-line prints of Contract Drawings, kept at the Project Site and marked regularly to record as-built conditions as specified herein.
- B. Final Record Drawings: Electronic files of drawings prepared from completed and approved Record Prints showing as-built conditions.

**1.04 SUBMITTALS**

- A. Record Prints: Periodic submittal of prints of Drawings marked to indicate Work completed and changes in the Work, as specified in this Section:
  - 1. Number of Copies: Submit one electronic copy in pdf format of marked-up Record Prints showing as-built conditions.
- B. Record Specifications: Submit one electronic copy of Project's Specifications, including addenda and contract modifications. Neatly note in red ink locations of Addendum and Modification items with reference to Addendum number or Modification number.

- C. Record Product Data: Submit one electronic copy of each Product Data submittal.
  - 1. Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in manual instead of submittal as Record Product Data.
- D. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous recordkeeping requirements and submittals in connection with various construction activities. Submit one paper copy of each submittal.

## **PART 2 – PRODUCTS**

### **2.01 RECORD DOCUMENTS**

- A. The Contractor shall maintain Record Prints of architectural drawings.

### **2.02 RECORD PRINTS**

- A. During the progress of the Work, the Contractor shall keep on file at all times two (2) complete and separate sets of black line prints of the entire set of Contract Drawings. Each set shall be updated daily to record the following information:
  - 1. Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Accurately record information in an understandable drawing technique.
    - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
  - 2. Types of items requiring marking include, but are not limited to, the following:
    - a. Actual equipment locations.
    - b. Changes made by Addenda
    - c. Changes made by Change Order or Construction Change Directive.
    - d. Changes made following Architect's written orders and supplemental instructions.
    - e. Details not on the original Contract Drawings.
    - f. Field records for variable and concealed conditions.
    - g. Record information on the Work that is shown only schematically.
  - 3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
  - 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
  - 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
  - 6. Note Addendum numbers, Construction Change Directive numbers, Alternate numbers, Change Order numbers, and similar identification, where applicable.

### **2.03 RECORD SPECIFICATIONS**

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
5. Note related Addenda, Change Orders, Record Product Data, and Record Drawings where applicable.

#### **2.04 RECORD PRODUCT DATA**

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
  1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

#### **2.05 RECORD COORDINATION DRAWINGS**

- A. Record progress of the Work and modifications and corrections on a set of prints of approved coordination drawings. Follow procedures as for Record Prints.
- B. Final Record Coordination Drawings shall be prepared using information from approved record copies of coordination drawings as for Final Record Drawings.

#### **2.06 MISCELLANEOUS RECORD SUBMITTALS**

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

#### **2.07 FINAL RECORD DRAWINGS**

- A. Before completion of the Work, and when directed by the Architect, the Contractor and all indicated subcontractors shall perform the following:
  1. Transcribe all previously recorded information from Record Prints onto the electronic files.
  2. Make all final changes and corrections to the Final Record Drawings.
  3. The Contractor or Filed / Trade Sub-Contractor shall sign each drawing for which they are responsible, as certification that the work was installed as shown.
  4. Deliver signed, completed Final Record Drawings to Architect.

- B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
- C. Acceptance by the Architect of the completed Final Record Drawings shall be a prerequisite for Substantial Completion.
- D. Shop Drawings will not be acceptable as Final Record Drawings for the Project.
- E. The Architect shall be the sole judge of the acceptability of Final Record Drawings.

### **PART 3 – EXECUTION**

#### **3.01 RECORDING AND MAINTENANCE**

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's and Owner's Representative's reference during normal working hours.

**END OF SECTION**

**SECTION 02 4100****DEMOLITION****PART 1 – GENERAL****1.01 GENERAL REQUIREMENTS**

- A. Attention is directed to the Bidding and Contract Requirements, and all sections within Division 01 – General Requirements, as listed in Table of Contents which are hereby made a part of this Section.

**1.02 DESCRIPTION OF WORK**

- A. Work Included: Demolition and removal of all existing acoustic ceiling tiles, demolition and removal of ceiling grid in all areas of new work, demolition and removal of existing sprinkler system as required for new work which shall be performed by or coordinated and supervised by the General Contractor.
  - 1. Contractor is required to remove, contain, recover and dispose of all materials and associated waste as called out in these specifications. The Contractor shall provide all services to perform the Work as follows:
    - a. Isolate work areas daily or as otherwise required to contain materials within the removal areas.
    - b. Prepare existing surfaces for removal as specified.
    - c. Remove all materials in areas indicated on the applicable Contract Drawings.
    - d. Recover all debris generated within the work zone.
    - e. Thoroughly clean each work area prior to the end of each shift.
    - f. Remove the asbestos containing material from the work area and properly segregate and containerize for transport. Refer to Environmental Procedures Section 01 3543 for requirements.
  - 2. Remove and legally dispose of demolished materials off site. Except those items specifically designated to be relocated, reused, or turned over to the facility, all existing removed materials, items, trash and debris shall become property of the Contractor and shall be completely removed from the site and legally disposed of at their expense. Salvage value belongs to the Contractor. On-site sale of materials is not permitted.
  - 3. Scheduling and sequencing operations without interrupting utilities serving occupied areas. If interruption is required, obtain written permission from the utility company and Owner. Provide temporary services as necessary to serve occupied and usable facilities when permanent utilities must be interrupted, or schedule interruption when the least amount of inconvenience will result.

**1.03 DEFINITIONS**

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Detach items from existing construction and deliver them to the Awarding Authority ready for reuse, at a location designated by the Awarding Authority.
- C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated. Protect from weather until reinstallation.
- D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

**1.04 SUBMITTALS**

- A. Schedule of Selective Demolition Activities: Indicate the following:
  - 1. Detailed sequence of selective demolition and removal work, with early and late starting and finishing dates for each activity. Ensure on-site operations are uninterrupted.
  - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
  - 3. Coordination for shutoff, capping, and continuation of utility services.
  - 4. Coordination of continuing occupancy of portions of existing building.
  - 5. Means of protection for areas to remain, items to remain, and items in path of waste removal from building.
- B. Inventory: After selective demolition is complete, submit a list of items that have been removed and salvaged, and turned over the Awarding Authority.
- C. Landfill Records: Provide trip tickets (receipts) indicating receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

**1.05 QUALITY ASSURANCE**

- A. Examination of Existing Conditions: The Contractor shall examine the Contract Drawings for demolition and removal requirements and provisions for new work. Verify all existing conditions and dimensions before commencing work. The Contractor shall visit the site and examine the existing conditions as he finds them and shall inform herself/himself of the character, extent and type of demolition and removal work to be performed. Submit any questions regarding the extent and character of the demolition and removal work in the manner and within the time period established for receipt of such questions during the bidding period.
- B. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.
- C. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- D. Standards: Comply with ANSI A10.6 and NFPA 241.
- E. Pre-demolition Conference: Conduct conference at Project site. Review methods and procedures related to selective demolition including, but not limited to, the following:
  - 1. Inspect and discuss condition of construction to be selectively demolished.
  - 2. Review structural load limitations of existing structure.
  - 3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
  - 4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
  - 5. Review areas where existing construction is to remain and requires protection.

**1.06 WARRANTY**

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

**PART 2 – PRODUCTS**

Not Used

**PART 3 – EXECUTION****3.01 EXAMINATION**

- A. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- B. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- C. Survey of Existing Conditions: Record existing conditions by use of preconstruction digital recordings
  - 1. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.
- D. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

**3.02 PREPARATION**

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  - 1. Comply with requirements for access and protection specified in Section 015000 - Temporary Facilities and Controls.
  - 2. Maintain adequate passage to and from all exits at all times. Under no condition block or interfere with the free flow of people at legally required exits, or in any way alter the required condition of such exits.
- B. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around demolition area(s).
  - 1. Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction. Provide temporary barricades as required to limit access to demolition areas.
  - 2. Protect existing site improvements, appurtenances, and landscaping to remain.
  - 3. Protect existing construction to remain.

**3.03 SELECTIVE DEMOLITION, GENERAL**

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically.
  2. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, roof, or framing.
  3. Dispose of demolished items and materials promptly.
- B. Removed and Reinstalled Items
1. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
  2. Pack or crate items after cleaning and repairing. Identify contents of containers.
  3. Protect items from damage during transport and storage.
  4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Designer, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

### **3.04 PROTECTION OF PUBLIC AND PROPERTY**

- A. Provide all measures required by federal, state and municipal laws, regulations, and ordinances for the protection of surrounding property, the public, workmen, and Halifax Elementary School during all demolition and removal operations. Measures are to be taken, but not limited to installation of sidewalks, sheds, barricades, fences, warning lights and signs, trash chutes and temporary lighting.
- B. Protect all walks, roads, streets, curbs, pavements, trees and plantings, on and off premises, and bear all costs for correcting such damage as directed by the Architect, and to the satisfaction of the Awarding Authority.
- C. Demolition shall be performed in such a manner that will insure the safety of adjacent property. Protect adjacent property from damage and protect persons occupying adjacent property from injuries which might occur from falling debris or other cause and so as not to cause interference with the use of other portions of the building, of adjacent buildings or the free access and safe passage to and from the same.

### **3.05 DISCOVERY OF HAZARDOUS MATERIALS**

- A. If hazardous materials, such as chemicals, asbestos-containing materials, or other hazardous materials are discovered during the course of the work other than those identified in these construction documents, cease work in affected area only and immediately notify the Architect and the Awarding Authority of such discovery. Do not proceed with work in such areas until instructions are issued by the Architect. Continue work in other areas.

### **3.06 DISPOSAL OF DEMOLISHED MATERIALS**

- A. Do not allow demolished materials to accumulate on-site.
- B. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

- C. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent and with no airborne particles.
- D. Remove debris from site each day.
- E. Burning: Do not burn demolished materials.

### **3.07 CLEANING**

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Premises shall be left in a clean condition and ready to accept alteration work and new construction.

**END OF SECTION**

**SECTION 07 2100****THERMAL INSULATION****PART 1 – GENERAL****1.01 GENERAL PROVISIONS**

- A. Attention is directed to the Bidding and Contract Requirements, and all sections within Division 01 – General Requirements, as listed in Table of Contents which are hereby made a part of this Section.

**1.02 DESCRIPTION OF WORK**

- A. Work Included: Provide labor, materials and equipment necessary to complete the work of this Section, including but not limited to the following:
  - 1. Sprayed-foam insulation at gaps in exterior wall assemblies.
  - 2. Fiberglass insulation replacement where removed for installation of new work.
- B. Alternates: Not Applicable.
- C. Related Work: The following items are not included in this Section and will be performed under the designated Sections:
  - 1. Section 09 2116 – Gypsum Board Assemblies for acoustic insulation in gypsum board assemblies.

**1.03 SUBMITTALS**

- A. Product Data: For each type of product indicated.

**1.04 QUALITY ASSURANCE**

- A. Source Limitations: Obtain each type of building insulation through one source from a single manufacturer.

**1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Protect insulation materials from physical damage and from deterioration by moisture, soiling, and other sources. Store inside and in a dry location. Comply with manufacturer's written instructions for handling, storing, and protecting during installation.
- B. Protect plastic insulation as follows:
  - 1. Do not expose to sunlight, except to extent necessary for period of installation and concealment.
  - 2. Protect against ignition at all times. Do not deliver plastic insulating materials to Project site before installation time.
  - 3. Complete installation and concealment of plastic materials as rapidly as possible in each area of construction.

**PART 2 – PRODUCTS****2.01 FIBERGLASS INSULATION**

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Johns-Manville.
  - 2. Guardian Knauf Insulation.
  - 3. Owens Corning.

**2.02 SPRAYED-FOAM INSULATION AT GAPS PROTECTED BY THERMAL BARRIERS**

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Great Stuff Pro by Dow.
  - 2. SuperGreen Foam by Foam-Tech Div. of H.C. Fennell.
  - 3. Pur Fill 1G by Todol Products.
  - 4. Zerodraft Z1-24 Foam Sealant by Zerodraft Div. of Canam Building Envelope Specialists.
- B. Sprayed-Foam Insulation: Water-cure closed cell polyurethane containing no urea-formaldehyde and no CFCs.

**PART 3 –EXECUTION****3.01 EXAMINATION**

- A. Examine substrates and conditions, with Installer present, for compliance with requirements of Sections in which substrates and related work are specified and for other conditions affecting performance.
  - 1. Proceed with installation only after unsatisfactory conditions have been corrected.

**3.02 PREPARATION**

- A. Clean substrates of substances harmful to insulation.

**3.03 INSTALLATION, GENERAL**

- A. Comply with insulation manufacturer's written instructions applicable to products and application indicated.
- B. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed at any time to ice, rain, and snow.
- C. Install sprayed-foam insulation with uniform full thickness and with density which will not displace adjacent materials.

**3.04 PROTECTION**

- A. Protect installed insulation from damage due to harmful weather exposures, physical abuse, and other causes. Provide temporary coverings or enclosures where insulation is subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.

**END OF SECTION**

**SECTION 09 0003****ACOUSTICAL TILE**  
(Filed Sub-Bid Required)**PART 1 – GENERAL****1.01 GENERAL PROVISIONS**

- A. Attention is directed to the Bidding and Contract Requirements, and all sections within Division 01 – General Requirements, as listed in Table of Contents which are hereby made a part of this Section.
- B. Sub Sub-Bid Requirements: (None required under this Section.)
- C. Reference Drawings: The Work of this Filed Sub-Bid is shown on the following Contract Drawings AD-150, A-150, A-161, A-162 and A-164.

**1.02 DESCRIPTION OF WORK**

- D. Work Included: Provide labor, materials and equipment necessary to complete the work of this Section, including but not limited to the following:
  - 1. All Work of Section 09 5113 - Acoustical Panel Ceilings.
- E. Alternates: Not Applicable.

**Part 2 – PRODUCTS**

Not Used

**Part 3 – EXECUTION**

Not Used

**END OF SECTION**

**SECTION 09 2116****GYPSUM BOARD ASSEMBLIES****PART 1 – GENERAL****1.01 GENERAL PROVISIONS**

- A. Attention is directed to the Bidding and Contract Requirements, and all sections within Division 01 – General Requirements, as listed in Table of Contents which are hereby made a part of this Section.

**1.02 DESCRIPTION OF WORK**

- A. Work Included: Provide labor, materials and equipment necessary to complete the work of this Section, including but not limited to the following:
  - 1. Interior gypsum wallboard.
  - 2. Exterior gypsum board panels for ceilings and soffits.
  - 3. Acoustic insulation in gypsum wallboard assemblies.
  - 4. Non-load-bearing steel framing.
- B. Alternates: Not Applicable.
- C. Items To Be Installed Only: Install the following items as furnished by the designated Sections:
  - 1. Section 21 0001 – Fire Protection:
    - a. Access doors in gypsum board assemblies.

**1.03 SUBMITTALS**

- A. Product Data: For each type of product indicated.

**1.04 QUALITY ASSURANCE**

- A. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing agency.

**1.05 DELIVERY, STORAGE AND HANDLING**

- A. Deliver materials in original packages, containers, and bundles bearing brand name and identification of manufacturer or supplier.
  - 1. Deliver and store materials in accordance with Gypsum Association Publications GA-216, GA-238 and GA-801.
- B. Store materials inside under cover and keep them dry and protected against damage from weather, condensation, direct sunlight, construction traffic, and other causes. Stack panels flat to prevent sagging.

**1.06 PROJECT CONDITIONS**

- A. Environmental Limitations: Comply with ASTM C 840 requirements or gypsum board manufacturer's written recommendations, whichever are more stringent.

- B. Do not install interior products until installation areas are enclosed and conditioned.
- C. Do not install panels that are wet, those that are moisture damaged, and those that are mold damaged.
  - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
  - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

## **PART 2 – PRODUCTS**

### **2.01 NON-LOAD-BEARING STEEL FRAMING, GENERAL**

- A. Framing Members, General: Comply with ASTM C 754 for conditions indicated.
  - 1. Steel Sheet Components: Comply with ASTM C 645 requirements for metal, unless otherwise indicated.
  - 2. Protective Coating: manufacturer's standard corrosion-resistant zinc coating, unless otherwise indicated.

### **2.02 SUSPENSION SYSTEM COMPONENTS**

- A. Tie Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.0625-inch-diameter wire, or double strand of 0.0475-inch-diameter wire.
- B. Wire Hangers: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.162-inch diameter.
- C. Carrying Channels: Cold-rolled, commercial-steel sheet with a base-metal thickness of 0.0538 inch and minimum 1/2-inch- wide flanges with depth as required for span and loading and indicated on Drawings.
- D. Grid Suspension System for Ceilings: ASTM C 645, direct-hung system composed of main beams and cross-furring members that interlock.
  - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Armstrong World Industries, Inc.; Drywall Grid Systems.
    - b. Chicago Metallic Corporation; Drywall Furring System.
    - c. USG Corporation; Drywall Suspension System.

### **2.03 STEEL FRAMING FOR FRAMED ASSEMBLIES**

- A. Steel Studs and Runners: ASTM C 645.
  - 1. Minimum Base-Metal Thickness: 0.0312 inch.
- B. Fasteners for Metal Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.

## 2.04 INTERIOR GYPSUM BOARD

- A. General: Complying with ASTM C 1396/C 1396M, as applicable to type of gypsum board indicated and whichever is more stringent.
  - 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. USG Corporation.
    - b. Georgia Pacific Gypsum.
    - c. Lafarge North America.
    - d. National Gypsum Company.
- B. Fire-Resistant Type X:
  - 1. Thickness: 5/8 inch. (Match existing thickness)
  - 2. Long Edges: Tapered.
- C. Ceiling Type: Manufactured to have more sag resistance than regular-type gypsum board.
  - 1. Thickness: 5/8 inch. (Match existing thickness)
  - 2. Long Edges: Tapered.

## 2.05 TRIM ACCESSORIES

- A. Interior Trim: ASTM C 1047.
  - 1. Material: Galvanized or aluminum-coated steel sheet or rolled zinc.
  - 2. Shapes:
    - a. Cornerbead.
    - b. Bullnose bead.
    - c. LC-Bead: J-shaped; exposed long flange receives joint compound.

## 2.06 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C 475/C 475M.
- B. Joint Tape:
  - 1. Interior Gypsum Wallboard: Paper.
  - 2. Exterior Gypsum Soffit Board: Paper.
  - 3. Glass-Mat Gypsum Sheathing Board: 10-by-10 glass mesh.
  - 4. Tile Backing Panels: As recommended by panel manufacturer.
- C. Joint Compound for Interior Gypsum Wallboard: For each coat use formulation that is compatible with other compounds applied on previous or for successive coats.
  - 1. Prefilling: At open joints, rounded or beveled panel edges, and damaged surface areas, use setting-type taping compound.
  - 2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use setting-type taping compound.

3. Fill Coat: For second coat, use setting-type, sandable topping compound.
4. Finish Coat: For third coat, use setting-type, sandable topping compound.
5. Skim Coat: For final coat of Level 5 finish, use setting-type, sandable topping compound.

## 2.07 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written recommendations.
- B. Laminating Adhesive: Adhesive or joint compound recommended for directly adhering gypsum panels to continuous substrate.
  1. Use adhesives that have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- C. Steel Drill Screws: ASTM C 1002, unless otherwise indicated.
  1. Use screws complying with ASTM C 954 for fastening panels to steel members from 0.033 to 0.112 inch thick.
- D. Acoustical Sealant: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
  1. Use sealants that have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
  2. Acoustical Sealant for Exposed and Concealed Joints:
    - a. Pecora Corp.; AC-20 FTR Acoustical and Insulation Sealant.
    - b. United States Gypsum Co.; SHEETROCK Acoustical Sealant.
  3. Acoustical Sealant for Concealed Joints:
    - a. Ohio Sealants, Inc.; Pro-Series SC-170 Rubber Base Sound Sealant.
    - b. Pecora Corp.; BA-98.
    - c. Tremco, Inc.; Tremco Acoustical Sealant.

## PART 3 – EXECUTION

### 3.01 EXAMINATION

- A. Examine areas and substrates, with Installer present, for compliance with requirements and other conditions affecting performance.
- B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.02 PREPARATION

- A. Suspended Assemblies: Coordinate installation of suspension systems with installation of overhead structure to ensure that inserts and other provisions for anchorages to building structure have been installed to receive hangers at spacing required to support the Work and that hangers will develop their full strength.

**3.03 INSTALLATION, GENERAL**

- A. Installation Standard: ASTM C 754. Also comply with requirements in ASTM C 840 that apply to framing installation.
- B. Do not bridge building control and expansion joints with non-load-bearing steel framing members. Frame both sides of joints independently.

**3.04 INSTALLING SUSPENSION SYSTEMS**

- A. Install suspension system components in sizes and spacings indicated on Drawings, but not less than those required by referenced installation standards for assembly types and other assembly components indicated.
- B. Isolate suspension systems from building structure where they abut or are penetrated by building structure to prevent transfer of loading imposed by structural movement.
- C. Suspend hangers from building structure as follows:
  - 1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structural or suspension system.
  - a. Splay hangers only where required to miss obstructions and offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
  - 2. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with locations of hangers required to support standard suspension system members, install supplemental suspension members and hangers in the form of trapezes or equivalent devices.
    - a. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced installation standards.
  - 3. Wire Hangers: Secure by looping and wire tying, either directly to structures or to inserts, eye screws, or other devices and fasteners that are secure and appropriate for substrate, and in a manner that will not cause hangers to deteriorate or otherwise fail.
  - 4. Flat Hangers: Secure to structure, including intermediate framing members, by attaching to inserts, eye screws, or other devices and fasteners that are secure and appropriate for structure and hanger, and in a manner that will not cause hangers to deteriorate or otherwise fail.
  - 5. Do not attach hangers to steel roof deck.
  - 6. Do not attach hangers to permanent metal forms. Furnish cast-in-place hanger inserts that extend through forms.
  - 7. Do not attach hangers to rolled-in hanger tabs of composite steel floor deck.
  - 8. Do not connect or suspend steel framing from ducts, pipes, or conduit.
- D. Fire-Resistance-Rated Assemblies: Wire tie furring channels to supports.
- E. Seismic Bracing: Sway-brace suspension systems with hangers used for support..
- F. Grid Suspension Systems: Attach perimeter wall track or angle where grid suspension systems meet vertical surfaces. Mechanically join main beam and cross-furring members to each other and butt-cut to fit into wall track.

- G. Installation Tolerances: Install suspension systems that are level to within  $1/8$  inch in 12 feet measured lengthwise on each member that will receive finishes and transversely between parallel members that will receive finishes.

### **3.05 APPLYING AND FINISHING PANELS, GENERAL**

- A. Comply with ASTM C 840.
- B. Install ceiling panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.
- C. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than  $1/16$  inch of open space between panels. Do not force into place.
- D. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.
- E. Form control and expansion joints with space between edges of adjoining gypsum panels.
- F. Attachment to Steel Framing: Attach panels so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.

### **3.06 INSTALLING TRIM ACCESSORIES**

- A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
- B. Interior Trim: Install in the following locations:
  - 1. Cornerbead: Use at outside corners, unless otherwise indicated.
  - 2. LC-Bead: Use at exposed panel edges.

### **3.07 FINISHING GYPSUM BOARD**

- A. General: Treat gypsum board joints, interior angles, edge trim, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.
- B. Prefill open joints, rounded or beveled edges, and damaged surface areas.
- C. Apply joint tape over gypsum board joints, except those with trim having flanges not intended for tape.
- D. Gypsum Board Finish Levels: Finish panels to levels indicated below:
  - 1. GA Level 1: Ceiling plenum areas and concealed areas not exposed to view.
  - 2. GA Level 2: Panels that are substrate for tile.
  - 3. GA Level 3: Not used.
  - 4. GA Level 4: Panel surfaces that will be exposed to view (typical panels).
  - 5. GA Level 5: Where indicated on Drawings.

**3.08 PROTECTION**

- A. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- B. Remove and replace panels that are wet, moisture damaged, or exhibit mold growth. Repair of damaged panels in place is not acceptable.
  - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
  - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

**END OF SECTION**

**SECTION 09 5100****ACOUSTICAL CEILINGS****(Part of Section 09 0003 – Acoustical Tile, Filed Sub-Bid Required)****PART 1 – GENERAL****1.01 GENERAL REQUIREMENTS**

- A. Filed Sub-Bid Requirements: As provided under Section 09 0003 – “Acoustical Tile” and supplemented by the Bidding and Contract Requirements, and all sections within Division 01 – General Requirements, which are hereby made a part of this Section.
  - 1. The work of this section is primarily shown on Drawings: AD-150, A-150, A-161, A-162, and A-164.

**1.02 SECTION INCLUDES**

- A. Suspended metal grid ceiling system.
- B. Acoustical units.

**1.03 REFERENCE STANDARDS**

- A. ASTM C635/C635M - Standard Specification for the Manufacture, Performance, and Testing of Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings; 2013a.
- B. ASTM C636/C636M - Standard Practice for Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels; 2013.
- C. ASTM E580/E580M - Standard Practice for Installation of Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels in Areas Subject to Earthquake Ground Motions; 2014.
- D. ASTM E1264 - Standard Classification for Acoustical Ceiling Products; 2014.
- E. NFPA 286 - Standard Methods of Fire Tests for Evaluating Contribution of Wall and Ceiling Interior Finish to Room Fire Growth; 2011.
- F. UL (FRD) - Fire Resistance Directory; Underwriters Laboratories Inc.; current edition.

**1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Sequence work to ensure acoustical ceilings are not installed until building is enclosed, sufficient heat is provided, dust generating activities have terminated, and overhead work is completed, tested, and approved.
- B. Do not install acoustical units until after interior wet work is dry.

**1.05 SUBMITTALS**

- A. See Section 01 3300 - Submittal Procedures.
- B. Shop Drawings: Indicate grid layout and related dimensioning.
- C. Product Data: Provide data on suspension system components.

- D. Samples: Submit two samples 12 by 12 inch in size illustrating material and finish of acoustical units.
- E. Samples: Submit two samples each, 12 inches long, of suspension system main runner.
- F. Manufacturer's Installation Instructions: Indicate special procedures.
- G. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  - 1. See Section 01 6000 – Product Requirements, for additional provisions.
  - 2. Extra Acoustical Units: 400 sq ft of each type and size.

## **1.06 QUALITY ASSURANCE**

- A. Fire-Resistive Assemblies: Complete assembly listed and classified by UL for the fire resistance required.
- B. Suspension System Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- C. Acoustical Unit Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

## **1.07 FIELD CONDITIONS**

- A. Maintain uniform temperature of minimum 60 degrees F, and maximum humidity of 40 percent prior to, during, and after acoustical unit installation.

## **PART 2 – PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Acoustic Panels:
  - 1. Armstrong World Industries, Inc; Commercial Lay-In Ceilings.
  - 2. Acoustic Ceiling Products, Inc; Commercial Ceilings.
  - 3. USG
  - 3. Substitutions: See Section 01 6000 - Product Requirements.
- B. Suspension Systems:
  - 1. Armstrong World Industries, Inc; Commercial Lay-In Ceilings.
  - 2. Acoustic Ceiling Products, Inc.; Commercial Ceilings.
  - 3. Chicago Metallic Corporation; Ceiling Suspension Systems.

### **2.02 ACOUSTICAL UNITS**

- A. Acoustical Units - General: ASTM E1264, Class A.

1. Units for Installation in Fire-Rated Suspension System: Listed and classified for the fire-resistive assembly as part of suspension system.
- B. Acoustical Tile: Painted mineral fiber, ASTM E1264 Type III, Form 2, Fire Class A with the following characteristics:
  1. VOC Content: Certified as Low Emission by one of the following:
    - a. GreenGuard Children and Schools; [www.greenguard.org](http://www.greenguard.org).
    - b. Product listing in the CHPS Low-Emitting Materials Product List at; [www.chps.net/manual/lem\\_table.htm](http://www.chps.net/manual/lem_table.htm).
  3. Size: 24 by 24 inches or 24 by 48 inches as indicated on drawings.
  4. Thickness: 3/4 inches.
  5. Composition: Mineral Fiber.
  6. Light Reflectance: 0.85 percent, determined in accordance with ASTM E1264.
  7. NRC Range: 0.70 determined in accordance with ASTM E1264.
  8. Edge: Square.
  9. Surface Color: White.
  10. Suspension System: 15/16" Exposed Tee Grid Type Armstrong, Prelude XL, Fire Guard.
  11. Products:
    - a. 'School Zone' Fine Fissured, #1810, Fire Guard, as manufactured by Armstrong World Industries. Ceilings.
    - b. Substitutions: See Section 01 6000 - Product Requirements.

### 2.03 SUSPENSION SYSTEM(S)

- A. Suspension Systems - General: Complying with ASTM C635/C635M; die cut and interlocking components, with stabilizer bars, clips, splices, perimeter moldings, and hold down clips as required.
- B. Fire-Rated Exposed Steel Suspension System Type A: Formed steel, commercial quality cold rolled; light-duty.
  1. Profile: Tee; 15/16 inch wide face.
  2. Construction: Double web.
  3. Fire Rating: Listed and classified for use in a 1 hour fire-resistive assembly; UL Design Number P203 Roof.
  4. Finish: White painted.
  5. Products:
    - a. Armstrong, Prelude XL, Fire Guard System.
    - b. Substitutions: See Section 01 6000 – Product Requirements.

### 2.04 ACCESSORIES

- A. Support Channels and Hangers: Galvanized steel; size and type to suit application, seismic requirements, and ceiling system flatness requirement specified.

- B. Perimeter Moldings: Same material and finish as grid.
  - 1. At Exposed Grid: Provide L-shaped molding for mounting at same elevation as face of grid.
- C. Gasket for Perimeter Moldings: Closed cell rubber sponge tape.
- D. Touch-up Paint: Type and color to match acoustical and grid units.

### **PART 3 – EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify existing conditions before starting work.
- B. Verify that layout of hangers will not interfere with other work.

#### **3.02 INSTALLATION - SUSPENSION SYSTEM**

- A. Install suspension system in accordance with ASTM C636/C636M, ASTM E580/E580M, and manufacturer's instructions and as supplemented in this section.
- B. Rigidly secure system, including integral mechanical and electrical components, for maximum deflection of 1:360.
- C. Lay out system to a balanced grid design with edge units no less than 50 percent of acoustical unit size.
- D. Locate system on room axis according to reflected plan.
- E. Install after major above-ceiling work is complete. Coordinate the location of hangers with other work.
- F. Provide hanger clips fastened to roof structure. Provide additional hangers and inserts as required.
- G. Hang suspension system independent of walls, columns, ducts, pipes and conduit. Where carrying members are spliced, avoid visible displacement of face plane of adjacent members.
- H. Where ducts or other equipment prevent the regular spacing of hangers, reinforce the nearest affected hangers and related carrying channels to span the extra distance.
- I. Do not support components on main runners or cross runners if weight causes total dead load to exceed deflection capability.
- J. Support fixture loads using supplementary hangers located within 6 inches of each corner, or support components independently.
- K. Do not eccentrically load system or induce rotation of runners.
- L. Perimeter Molding: Install at intersection of ceiling and vertical surfaces and at junctions with other interruptions.
  - 1. Install with continuous gasket.
  - 2. Use longest practical lengths.

- 3. Overlap and rivet corners.
- M. Form expansion joints as detailed. Form to accommodate plus or minus 1 inch movement. Maintain visual closure.

### **3.03 INSTALLATION - ACOUSTICAL UNITS**

- A. Install acoustical units in accordance with manufacturer's instructions.
- B. Fit acoustical units in place, free from damaged edges or other defects detrimental to appearance and function.
- C. Lay directional patterned units with pattern parallel to longest room axis.
- D. Fit border trim neatly against abutting surfaces.
- E. Install units after above-ceiling work is complete.
- F. Install acoustical units level, in uniform plane, and free from twist, warp, and dents.
- G. Cutting Acoustical Units:
  - 1. Cut to fit irregular grid and perimeter edge trim.
  - 2. Make field cut edges of same profile as factory edges.
  - 3. Double cut and field paint exposed reveal edges.
- H. Where round obstructions occur, provide preformed closures to match perimeter molding.

### **3.04 TOLERANCES**

- A. Maximum Variation from Flat and Level Surface: 1/8 inch in 10 feet.
- B. Maximum Variation from Plumb of Grid Members Caused by Eccentric Loads: 2 degrees.

**END OF SECTION**

**SECTION 09 9000****PAINTING AND COATING****PART 1 – GENERAL****1.01 GENERAL REQUIREMENTS**

- A. Attention is directed to the Bidding and Contract Requirements, and all sections within Division 01 – General Requirements, as listed in Table of Contents which are hereby made a part of this Section.

**1.02 DESCRIPTION OF WORK**

- A. Work Included - Provide labor, products, equipment, and supervision necessary to complete the work of this section and as indicated on the drawings. Generally, this includes the following:
  - 1. Surface preparation for all painting.
  - 2. Touch up Painting of surfaces disturbed by the work.

**1.03 DEFINITIONS AND EXTENT**

- A. General: Standard coating terms defined in ASTM D 16 apply to this Section.
  - 1. Flat refers to a lusterless or matte finish with a gloss range below 15 when measured at an 85-degree meter.
  - 2. Eggshell refers to low-sheen finish with a gloss range between 20 and 35 when measured at a 60-degree meter.
  - 3. Semigloss refers to medium-sheen finish with a gloss range between 35 and 70 when measured at a 60-degree meter.
  - 4. Full gloss refers to high-sheen finish with a gloss range more than 70 when measured at a 60-degree meter.
- B. This Section includes surface preparation and field painting of exposed exterior items and surfaces.
  - 1. Surface preparation, priming, and finish coats specified in this Section are in addition to shop priming and surface treatment specified in other Sections.
- C. Paint exposed surfaces, except where these Specifications indicate that the surface or material is not to be painted or is to remain natural. If an item or a surface is not specifically mentioned, paint the item or surface the same as similar adjacent materials or surfaces. If a color of finish is not indicated, Designer will select from standard colors and finishes available.

**1.04 JOB CONDITIONS**

- A. Provide all necessary scaffolding, staging planks, etc., required for the execution of this work.
- B. Apply waterborne paints only when temperatures of surfaces to be painted and surrounding air are between 50 and 90 deg F.
- C. Apply solvent-thinned paints only when temperatures of surfaces to be painted and surrounding air are between 45 and 95 deg F.

- D. Do not apply paint in snow, rain, fog, or mist; or when relative humidity exceeds 85 percent; or at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.
  - 1. Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature limits specified by manufacturer during application and drying periods.

### 1.05 SUBMITTALS

- A. Product Data: For each paint system indicated.
  - 1. Material List: An inclusive list of required coating materials. Indicate each material and cross-reference specific coating, finish system, and application. Identify each material by manufacturer's catalog number and general classification.
  - 2. Manufacturer's Information: Manufacturer's technical information, including label analysis and instructions for handling, storing, and applying each coating material.
- B. Color Selectors: complete line of paint color selectors. Owner will select colors.
- C. Samples for Verification: For each color and material to be applied, with texture to simulate actual conditions, on representative Samples of the actual substrate.
- D. Qualification Data: For Applicator.

### 1.06 QUALITY ASSURANCE

- A. Applicator Qualifications: A firm or individual experienced in applying paints and coatings similar in material, design, and extent to those indicated for this Project, whose work has resulted in applications with a record of successful in-service performance.
- B. Mockups: Provide a benchmark finish sample for each type of coating and substrate required. Duplicate finish of approved sample Submittals.
  - 1. Final approval of colors will be from benchmark samples.

### 1.07 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to Project site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label and the following information:
  - 1. Product name or title of material.
  - 2. Product description (generic classification or binder type).
  - 3. Manufacturer's stock number and date of manufacture.
  - 4. Contents by volume, for pigment and vehicle constituents.
  - 5. Thinning instructions.
  - 6. Application instructions.
  - 7. Color name and number.
  - 8. VOC content.

- B. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F. Maintain storage containers in a clean condition, free of foreign materials and residue.
- C. Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily.

## **PART 2 – PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, manufacturers and products listed in this Section or approved equal.
- B. Acceptable manufacturers:
  - 1. Sherwin-Williams Company.
  - 2. Benjamin Moore & Co.
  - 3. Behr Process Corporation.

### **2.02 PAINT MATERIALS, GENERAL**

- A. Material Compatibility: Provide, primers, and finish-coat materials that are compatible with one another and with the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
- B. Material Quality: Provide manufacturer's best-quality paint material of the various coating types specified that are factory formulated and recommended by manufacturer for application indicated. Paint-material containers not displaying manufacturer's product identification will not be acceptable.
- C. Proprietary Names: Use of manufacturer's proprietary product names to designate colors or materials is not intended to imply that products named are required to be used to the exclusion of equivalent products of other manufacturers. Furnish manufacturer's material data and certificates of performance for proposed substitutions.

## **PART 3 – EXECUTION**

### **3.01 EXAMINATION**

- A. Examine substrates, areas, and conditions, with Applicator present, for compliance with requirements for paint application.
  - 1. Proceed with paint application only after unsatisfactory conditions have been corrected and surfaces receiving paint are thoroughly dry.
  - 2. Start of painting will be construed as Applicator's acceptance of surfaces and conditions within a particular area.
- B. Coordination of Work: Review other Sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers. substrates, areas, and conditions, with Applicator present, for compliance with requirements for paint application.
  - 1. Notify Designer about anticipated problems when using the materials specified over substrates primed by others.

### 3.02 PREPARATION

- A. General: Remove hardware and hardware accessories, plates, machined surfaces and similar items already installed that are not to be painted. If removal is impractical or impossible because of size or weight of the item, provide surface-applied protection before surface preparation and painting.
  - 1. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.
- B. Cleaning: Before applying paint or other surface treatments, clean substrates of substances that could impair bond of the various coatings. Remove oil and grease before cleaning.
  - 1. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
- C. Material Preparation: Mix and prepare paint materials according to manufacturer's written instructions.
  - 1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
  - 2. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain material before using.
  - 3. Use only thinners approved by paint manufacturer and only within recommended limits.

### 3.03 APPLICATION

- A. General: Apply paint according to manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of material being applied.
  - 1. The number of coats and film thickness required are the same regardless of application method. Do not apply succeeding coats until previous coat has cured as recommended by manufacturer. If sanding is required to produce a smooth, even surface according to manufacturer's written instructions, sand between applications
  - 2. Omit primer over metal surfaces that have been shop primed and touchup painted.
  - 3. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance. Give special attention to ensure that edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
  - 4. Allow sufficient time between successive coats to permit proper drying. Do not recoat surfaces until paint has dried to where it feels firm, and does not deform or feel sticky under moderate thumb pressure, and until application of another coat of paint does not cause undercoat to lift or lose adhesion.
- B. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
  - 1. Brushes: Use brushes best suited for type of material applied. Use brush of appropriate size for surface or item being painted.
  - 2. Rollers: Use rollers of carpet, velvet-back, or high-pile sheep's wool as recommended by manufacturer for material and texture required.

3. Spray Equipment: Use HVLP, high-velocity low-pressure airless spray equipment with orifice size as recommended by manufacturer for material and texture required.
- C. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions
- D. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate to achieve dry film thickness indicated. Provide total dry film thickness of the entire system as recommended by manufacturer.
- E. Prime Coats: Before applying finish coats, apply a prime coat, as recommended by manufacturer, to material that is required to be painted or finished and that has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn-through or other defects due to insufficient sealing.
- F. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.
- G. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with requirements.

### 3.04 CLEANING

- A. Cleanup: At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from Project site.
  1. After completing painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing and scraping without scratching or damaging adjacent finished surfaces.

### 3.05 PROTECTION

- A. Protect work of other trades, whether being painted or not, against damage from painting. Correct damage by cleaning, repairing or replacing, and repainting, as approved by Designer
- B. Provide "Wet Paint" signs to protect newly painted finishes. After completing painting operations, remove temporary protective wrappings provided by others to protect their work.
- C. After work of other trades is complete, touch up and restore damaged or defaced painted surfaces. Comply with procedures specified in PDCA P1.

### 3.06 PAINT SCHEDULE

- A. Schedule: Provide products and number of coats specified. Use of manufacturer's proprietary product names to designate colors, materials, generic class, standard of quality and performance criteria and is not intended to imply that products named are required to be used to the exclusion of equivalent performing products of other manufacturers.
- B. Interior Paint:
  1. Interior Drywall:
    - a. Primer: Moore's Pristine Eco Spec Interior Latex Primer Sealer 231
    - b. Finish Coat 1: Moore's Pristine Eco Spec Interior Latex Semi-Gloss Enamel 224
    - c. Finish Coat 2: Moore's Pristine Eco Spec Interior Latex Semi-Gloss Enamel 224
  2. Interior Wood - Painted:
    - a. Primer: Moore's Pristine Eco Spec Interior Latex Primer Sealer 231

- b. Finish Coat 1: Moore's Pristine Eco Spec Interior Latex Eggshell Enamel 223
  - c. Finish Coat 2: Moore's Pristine Eco Spec Interior Latex Eggshell Enamel 223
3. Exterior Ferrous Metal:
- a. Primer: Moore's Corotech, 100% Solid Epoxy Pre-Primer V155
  - b. Finish Coat 1: Moore's Corotech Aliphatic Acrylic Urethane Gloss, V500
  - c. Finish Coat 2: Moore's Corotech Aliphatic Acrylic Urethane Gloss, V500

**END OF SECTION**