

Town of Westford, Massachusetts
Contract Documents For

***CAMERON SENIOR CENTER
ROOF ICE CONTROL SYSTEM***

12 October 2011

Graham-Meus, Inc. Architects
45 Newbury Street, Suite 503
Boston, MA 02116

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PART 1
INVITATION TO BID

The Town of Westford invites sealed bid for the CAMERON SENIOR CENTER – Roof Ice Control System, Westford, MA in accordance with Contract Documents prepared by Graham | Meus Inc. Architects, 45 Newbury Street, Boston, MA 02116. The work of this Contract includes the installation of a Roof De-Icing System for the existing Cameron Senior Center Building.

Sealed bids for the General Contract on forms furnished by the Awarding Authority will be received by the Awarding Authority at the office of the Town of Westford, Town Hall, 55 Main Street, Westford, MA until **1:00 p.m. local time on Thursday, October 27th, 2011**. All General Bids will be publicly opened and read aloud immediately thereafter.

The category of work for the Project is General Construction. The estimated construction cost of this Project is \$30,000.

There is no mandatory pre-bid conference for this project. Interested bidders are encouraged to visit the site during normal business hours to review the site conditions.

Each General Bidder may obtain complete sets of the Bidding Documents including Bid Forms, after 9:00 a.m. local time, on Thursday, October 13th, 2011 at the following location:

Town of Westford Town Hall
55 Main Street
Westford, MA 01886
Hours: M-F 8:00 am – 4:00 P.M.

and at the Town website at: www.westford.ma.gov

Questions may be FAXED or EMAILED to Graham | Meus, Inc. at the following:

Attention: **Justin Hopkins**
Fax: **617-423-8506**
Email: **jh@gmiarchitects.com**

Filed Sub-Bids are NOT required for this bid.

Each General Bid shall be accompanied by Bid Security equal to five (5) percent of the Bid amount in the form of a Bid Bond, Cash, Certified Treasurer's or Cashier's Check issued by a responsible U.S. Bank or Trust Company, payable to the Town of Westford. Each Bidder shall attach the required Bid Bond or Check to the Bid Form.

The Bid Securities of all General Bidders, except those of the three lowest responsible and eligible General Bidders, will be returned within five (5) days, Saturdays, Sundays, and legal holidays excluded, after the opening of the General Bids.

The Awarding Authority reserves the right to waive any informalities and to reject any or all General Bids not deemed to be in the best interest of the Town.

Cameron Senior Center – Roof Ice Control System
20 Pleasant Street, Westford, MA

The successful General Bidder will be required to furnish a Performance Bond and a Labor and Materials Payment Bond as required by the Contract Documents.

All Bids for this Project are subject to the provisions of Massachusetts General Laws (Ter. Ed), including without limitation Chapter 30, Section 39M as amended; Mass G.L. Chapter 149, Sections 44A through 44L inclusive; and Chapter 149, Section 26 through 27D inclusive.

Attention is directed to the fact that no less than the minimum wages as set forth in the Contract Documents must be paid on this Project.

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

The right is reserved by the Town of Westford, Massachusetts to waive any information in bids and to reject any or all bids, if it be in the public interest to do so.

Town of Westford
Westford, MA 01886

END OF SECTION

**Part 1 –
INSTRUCTIONS TO BIDDERS**

1.00 COMPLEMENTARY DOCUMENT

- A. Document INVITATION TO BID, included herewith, is complimentary to this document and shall be carefully reviewed by bidders for specific instructions which are not repeated herein.

2.00 STATUTES REGULATING COMPETITIVE BIDDING

- A. Bidding procedures and award of general contract and subcontracts shall be in accordance with the provisions of Chapter 30, Section 39M and Chapter 149, Sections 44A through 44L inclusive, of the General Laws of the Commonwealth of Massachusetts, including all current amendments.
- B. In the event of any discrepancy or inconsistency between the provisions of these Bid and Contract Documents and the above-mentioned statutes, the provisions of the above-mentioned statutes shall govern. In such event, the application of all remaining provisions not in conflict to any circumstance other than that in which the conflict occurs shall not be affected thereby.

3.00 INTERPRETATION OF DOCUMENTS: NOTIFICATION OF ERRORS

- A. Interpretation of the provisions of the Bid and Contract Documents will be made by the Architect upon written request of any general bidder, provided that such request is received by the Architect at least seven (7) days prior to date of applicable bid opening, and that the Architect considers such interpretation to be of significant importance. Oral or telephone interpretations will not generally be made, and if made, shall be strictly informal and not legally valid or binding.
- B. Such written interpretations shall be in the form of Addenda to the Bid and Contract Documents.
- C. Bidders are urged to communicate all errors and discrepancies found in the Bid and Contract Documents to the Architect. Telephone calls pointing out any such errors or discrepancies will be taken by the Architect, but only for the purpose of receiving the information in order that it may be properly processed, and not for interpretation or clarification.

4.00 EXAMINATION OF BIDDING AND CONTRACT DOCUMENTS

- A. Each General Bidder and sub-contractor shall carefully examine the Bid and Contract Documents to obtain a thorough understanding of the work of his bid in addition to work related trades. In addition, each General Bidder and sub-contractor shall personally visit the site to thoroughly acquaint himself with the conditions as they exist thereon.
- B. Failure of any General Bidder or sub-contractor to thoroughly examine the Bid and Contract Documents or to visit the site and exam the site shall in no way relieve him of any obligation with respect to his bid or of any responsibility assigned him under the contract.

5.00 PRE-BID CONFERENCE

- A. Pre-bid conference will not be held as stated in the Invitation to Bid.

6.00 MODIFICATION AND WITHDRAWAL OF BIDS

- A. Modifications or withdrawals of General Bids will be permitted after submission of such bids provided clearly written, readily understandable instructions for same are received by the Awarding Authority in writing prior to time established for opening such bids. No General Bid may be withdrawn after that time, except as otherwise provided herein or by law.

7.00 ADDENDA

- A. Addenda may be required during the bidding period to modify, clarify, or interpret the Bid and Contract Documents. It is intended, but not guaranteed, that such Addenda shall be mailed or faxed by the Architect to all persons or parties to whom Bid and Contract Documents have been issued (Bidders of Record). Failure to receive such Addenda shall in no way relieve any bidder from the requirements set forth therein. All bidders are cautioned to verify the number of Addenda which have been issued and to secure any needed copies from the Architect before submitting a bid.

8.00 FORM FOR BIDS

- A. The Awarding Authority will make available to every person applying therefor, a Form for General Bid. Each bona fide General Bidder will be furnished forms for his proposal upon request. Such forms will be made available at the Architect's office during regular office hours throughout the bidding period. Bids must be submitted on the forms provided by Architect or on forms included in the bid documents of the Project Manual.
- B. All blank spaces provided on the bid forms shall be filled in with ink or typewriter. Where space is provided, sums shall be expressed in both words and figures. In case of discrepancy between the two, the written words shall govern.
- C. No interlineations, additions, alterations, or erasures, shall be made on the forms.

9.00 SUBMISSION OF GENERAL BIDS

- A. The General Bid Form shall be properly executed and enclosed with the required bid deposit in a sealed envelope plainly marked on the outside with the following information:

GENERAL BID for:

Cameron Senior Center – Roof Ice Control System
c/o Town of Westford
55 Main Street
Westford, MA 01886

SUBMITTED BY:

(Name of General Bidder)

(Address of General Bidder)

- B. If General Bids are mailed, the above required envelope shall be enclosed in a second envelope identified with the above markings and mailed to the place of General Bid opening as described in the Invitation to Bid. Mailed General Bids must be received before time scheduled for opening of General Bids.

10.00 PERFORMANCE AND PAYMENT BONDS

- A. The Performance and Payment Bonds required of the General Contractor shall each be in the amount of 100% of the Contract Sum from a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and approved by the Awarding Authority.

11.00 FOREIGN CORPORATIONS

- A. The attention of bidders is called to the General Laws, Chapter 30, Section 39L, as amended by Acts of 1967, Chapter 3, under which the Awarding Authority may not enter into a contract with a foreign corporation (a corporation not organized under the Laws of Massachusetts), nor approve a foreign corporation as a subcontractor, unless the foreign corporation has filed with the Awarding Authority a certificate by the State Secretary stating that the foreign corporation has complied with General Laws, Chapter 181, Sections 3 and 5, and stating the date of such compliance.

12.00 AWARD OF CONTRACT

- A. The Contract will be awarded to the lowest responsible and eligible bidder except in the event of substitution as provided under Chapter 149, Sections 44E and 44F of the above-referenced General Laws.

13.00 COMMENCEMENT AND COMPLETION OF WORK

- A. The successful bidder, upon execution of the Contract Agreement, shall commence the work of the Contract within seven (7) calendar days from receipt of written Notice to Proceed issued by the Awarding Authority within fourteen (14) calendar days after said execution of the Contract Agreement, and shall thereafter diligently and continuously carry on the work in such manner as to substantially complete the work on or before dates as specified in Section 010100, SUMMARY OF WORK.

14.00 DELAY REMEDY

- A. In the event that the Project is delayed for any reason, the sole remedy for the Contractor, and any subcontractor, for such delay shall be an extension of the Contract Time. No party shall have any other rights or remedies against the Owner, and shall make no claim therefore.

15.00 EQUAL EMPLOYMENT AND AFFIRMATIVE ACTION

- A. Contractor shall comply with all applicable equal employment and affirmative action goals and participation requirements.

END OF SECTION



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS



DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lt. Governor

Prevailing Wage Rates
As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: Town of Westford

Contract Number:

City/Town: WESTFORD

Description of Work: Cameron Senior Center Roof Ice Control System Works - Thermal ice control for an existing roof.

Job Location: 20 Pleasant Street, Westford, MA 01886

Classification	Effective Dates and Total Rates							
Construction								
(2 AXLE) DRIVER - EQUIPMENT	08/01/2011	\$45.020	12/01/2011	\$45.680	06/01/2012	\$45.980		
	08/01/2012	\$46.330	12/01/2012	\$47.360				
(3 AXLE) DRIVER - EQUIPMENT	08/01/2011	\$45.090	12/01/2011	\$45.750	06/01/2012	\$46.050		
	08/01/2012	\$46.400	12/01/2012	\$47.430				
(4 & 5 AXLE) DRIVER - EQUIPMENT	08/01/2011	\$45.210	12/01/2011	\$45.870	06/01/2012	\$46.170		
	08/01/2012	\$46.520	12/01/2012	\$47.710				
ADS/SUBMERSIBLE PILOT	08/01/2011	\$107.800						
AIR TRACK OPERATOR	06/01/2011	\$47.500	12/01/2011	\$48.750				
ASBESTOS REMOVER - PIPE / MECH. EQUIPT.	12/01/2009	\$40.250						
ASPHALT RAKER	06/01/2011	\$47.000	12/01/2011	\$48.250				
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE	06/01/2011	\$61.290	12/01/2011	\$61.920	06/01/2012	\$62.490		
	12/01/2012	\$63.110	06/01/2013	\$63.890	12/01/2013	\$64.670		
BACKHOE/FRONT-END LOADER	06/01/2011	\$61.290	12/01/2011	\$61.920	06/01/2012	\$62.490		
	12/01/2012	\$63.110	06/01/2013	\$63.890	12/01/2013	\$64.670		
BARCO-TYPE JUMPING TAMPER	06/01/2011	\$47.000	12/01/2011	\$48.250				
BLOCK PAVER, RAMMER / CURB SETTER	06/01/2011	\$47.500	12/01/2011	\$48.750				
BOILER MAKER	01/01/2010	\$55.850						
APPRENTICE: BOILERMAKER - Local 29								
Ratio Step	1	2	3	4	5	6	7	8
1:5 %	65.00	65.00	70.00	75.00	80.00	85.00	90.00	95.00
Apprentice wages shall be no less than the following:								
Step 1\$42.66/2\$42.66/3\$44.54/4\$46.43/5\$48.31/6\$50.20/7\$52.08/8\$53.97								
BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	09/01/2011	\$70.290	03/01/2012	\$71.290				
APPRENTICE: BRICK/PLASTER/CEMENT MASON - Local 1 Lowell								
Ratio Step	1	2	3	4	5	6		
1:5 %	50.00	60.00	70.00	80.00	90.00	95.00		
Apprentice wages shall be no less than the following:								
Step 1\$48.06/2\$52.51/3\$56.95/4\$61.40/5\$65.84/6\$68.07								
BULLDOZER/GRADER/SCRAPER	06/01/2011	\$60.940	12/01/2011	\$61.560	06/01/2012	\$62.120		
	12/01/2012	\$62.740	06/01/2013	\$63.510	12/01/2013	\$64.290		
CAISSON & UNDERPINNING BOTTOM MAN	06/01/2011	\$51.250	12/01/2011	\$52.500				
CAISSON & UNDERPINNING LABORER	06/01/2011	\$50.100	12/01/2011	\$51.350				
CAISSON & UNDERPINNING TOP MAN	06/01/2011	\$50.100	12/01/2011	\$51.350				
CARBIDE CORE DRILL OPERATOR	06/01/2011	\$47.000	12/01/2011	\$48.250				
CARPENTER	09/01/2011	\$57.360	03/01/2012	\$58.480				

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.



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Prevailing Wage Rates

**As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H**

Awarding Authority: Town of Westford

Contract Number:

City/Town: WESTFORD

Description of Work: Cameron Senior Center Roof Ice Control System Works - Thermal ice control for an existing roof.

Job Location: 20 Pleasant Street, Westford, MA 01886

Classification

Effective Dates and Total Rates

Classification	Ratio	Step	1	2	3	4	5	6	7	8
APPRENTICE: CARPENTER - Zone 2 Eastern MA	1:5	%	50.00	60.00	70.00	75.00	80.00	80.00	90.00	90.00
Apprentice wages shall be no less than the following: Step 1\$27.40/2\$30.60/3\$43.04/4\$44.64/5\$47.81/6\$47.81/7\$52.59/8\$52.59										
CEMENT MASONRY/PLASTERING							09/01/2011	\$65.870	03/01/2012	\$66.250
CHAIN SAW OPERATOR							06/01/2011	\$47.000	12/01/2011	\$48.250
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES							06/01/2011	\$62.290	12/01/2011	\$62.920
							12/01/2012	\$64.110	06/01/2013	\$64.890
COMPRESSOR OPERATOR							06/01/2011	\$49.910	12/01/2011	\$50.350
							12/01/2012	\$51.190	06/01/2013	\$51.740
DELEADER (BRIDGE)							07/01/2011	\$65.410	01/01/2012	\$66.410
							01/01/2013	\$68.410	07/01/2012	\$67.410
APPRENTICE: PAINTER Local 35 - BRIDGES/TANKS	1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00
Apprentice wages shall be no less than the following: Steps are 750 hrs. Step 1\$29.31/2\$34.57/3\$37.00/4\$39.43/5\$50.35/6\$52.75/7\$55.18/8\$60.05										
DEMO: ADZEMAN							06/01/2011	\$50.100	12/01/2011	\$51.350
DEMO: BACKHOE/LOADER/HAMMER OPERATOR							06/01/2011	\$51.100	12/01/2011	\$52.350
APPRENTICE: LABORER Demo Backhoe/Loader/Hammer Operator	1:5	%	60.00	70.00	80.00	90.00				
Apprentice wages shall be no less than the following: Step 1\$38.28/2\$41.49/3\$44.69/4\$47.90										
DEMO: BURNERS							06/01/2011	\$50.850	12/01/2011	\$52.100
APPRENTICE: LABORER Demo Burners	1:5	%	60.00	70.00	80.00	90.00				
Apprentice Wages shall be no less than the following: Step 1\$38.13/2\$41.31/3\$44.49/4\$47.67										
DEMO: CONCRETE CUTTER/SAWYER							06/01/2011	\$51.100	12/01/2011	\$52.350
DEMO: JACKHAMMER OPERATOR							06/01/2011	\$50.850	12/01/2011	\$52.100
DEMO: WRECKING LABORER							06/01/2011	\$50.100	12/01/2011	\$51.350

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
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HEATHER E. ROWE
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Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

Awarding Authority: Town of Westford

Contract Number:

City/Town: WESTFORD

Description of Work: Cameron Senior Center Roof Ice Control System Works - Thermal ice control for an existing roof.

Job Location: 20 Pleasant Street, Westford, MA 01886

Classification

Effective Dates and Total Rates

APPRENTICE: LABORER Demo Wrecking Laborer											
Ratio	Step	1	2	3	4						
1:5	%	60.00	70.00	80.00	90.00						
Apprentice wages shall be no less than the following:											
Step 1\$37.68/2\$40.79/3\$43.89/4\$47.00											
DIRECTIONAL DRILL MACHINE OPERATOR						06/01/2011	\$60.940	12/01/2011	\$61.560	06/01/2012	\$62.120
						12/01/2012	\$62.740	06/01/2013	\$63.510	12/01/2013	\$64.290
DIVER						08/01/2011	\$80.270				
DIVER TENDER						08/01/2011	\$65.320				
DIVER TENDER (EFFLUENT)						08/01/2011	\$85.380				
DIVER/SLURRY (EFFLUENT)						08/01/2011	\$107.800				
ELECTRICIAN						09/01/2011	\$68.750	03/01/2012	\$69.240	09/01/2012	\$69.940
						03/01/2013	\$70.680	09/01/2013	\$71.380	03/01/2014	\$72.120
						09/01/2014	\$72.810	03/01/2015	\$73.550	09/01/2015	\$74.540
						03/01/2016	\$75.520				
APPRENTICE: ELECTRICIAN - Local 103											
Ratio	Step	1	2	3	4	5	6	7	8	9	10
2:3***	%	40.00	40.00	45.00	45.00	50.00	55.00	60.00	65.00	70.00	75.00
Apprentice wages shall be no less than the following Steps:											
App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80											
1\$37.56/2\$37.56/3\$42.11/4\$42.11/5\$44.53/6\$46.95/7\$49.36/8\$51.80/9\$54.21/10\$56.64											
ELEVATOR CONSTRUCTOR						01/01/2011	\$66.690	01/01/2012	\$68.190		
APPRENTICE: ELEVATOR CONSTRUCTOR - Local 4											
Ratio	Step	1	2	3	4	5					
1:1	%	50.00	55.00	65.00	70.00	80.00					
Apprentice rates shall be no less than the following:											
Steps 1-2 are 6 mos.; Steps 3-5 are 1 year											
Step 1\$34.26/2\$43.76/3\$48.86/4\$51.41/5\$56.50											
ELEVATOR CONSTRUCTOR HELPER						01/01/2011	\$52.830	01/01/2012	\$54.330		
FENCE & GUARD RAIL ERECTOR						06/01/2011	\$47.000	12/01/2011	\$48.250		
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY						05/01/2011	\$59.380				
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY						05/01/2011	\$60.770				
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY						05/01/2011	\$42.930				
FIRE ALARM INSTALLER						09/01/2011	\$68.750	03/01/2012	\$69.240	09/01/2012	\$69.940
						03/01/2013	\$70.680	09/01/2013	\$71.380	03/01/2014	\$72.120
						09/01/2014	\$72.810	03/01/2015	\$73.550	09/01/2015	\$74.540
						03/01/2016	\$75.520				

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.



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Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

Awarding Authority: Town of Westford

Contract Number:

City/Town: WESTFORD

Description of Work: Cameron Senior Center Roof Ice Control System Works - Thermal ice control for an existing roof.

Job Location: 20 Pleasant Street, Westford, MA 01886

Classification	Effective Dates and Total Rates									
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING	09/01/2011	\$56.640	03/01/2012	\$57.010	09/01/2012	\$57.540				
	03/01/2013	\$58.090	09/01/2013	\$58.620	03/01/2014	\$59.180				
	09/01/2014	\$59.690	03/01/2015	\$60.240	09/01/2015	\$60.980				
	03/01/2016	\$61.720								
FIREMAN (ASST. ENGINEER)	06/01/2011	\$55.100	12/01/2011	\$55.630	06/01/2012	\$56.100				
	12/01/2012	\$56.630	06/01/2013	\$57.280	12/01/2013	\$57.940				
FLAGGER & SIGNALER	06/01/2011	\$38.650	12/01/2011	\$38.650						
FLOORCOVERER	09/01/2011	\$62.360	03/01/2012	\$63.610						
APPRENTICE: FLOORCOVERER - Local 2168 Zone 1										
Ratio	Step	1	2	3	4	5	6	7	8	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00	
Apprentice rates shall be no less than the following:						Steps are 750 hrs.				
Step 1\$29.57/2\$31.36/3\$42.61/4\$44.41/5\$48.00/6\$49.79/7\$53.38/8\$55.18										
FORK LIFT/CHERRY PICKER	06/01/2011	\$61.290	12/01/2011	\$61.920	06/01/2012	\$62.490				
	12/01/2012	\$63.110	06/01/2013	\$63.890	12/01/2013	\$64.670				
GENERATOR/LIGHTING PLANT/HEATERS	06/01/2011	\$49.910	12/01/2011	\$50.350	06/01/2012	\$50.740				
	12/01/2012	\$51.190	06/01/2013	\$51.740	12/01/2013	\$52.290				
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	07/01/2011	\$54.910	01/01/2012	\$55.910	07/01/2012	\$56.910				
	01/01/2013	\$57.910								
APPRENTICE: GLAZIER - Local 35 Zone 2										
Ratio	Step	1	2	3	4	5	6	7	8	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00	
Apprentice wages shall be no less than the following:						Steps are 750 hrs.				
Step 1\$24.06/2\$28.79/3\$30.70/4\$32.60/5\$43.00/6\$44.87/7\$46.78/8\$50.60										
HOISTING ENGINEER/CRANES/GRADALLS	06/01/2011	\$61.290	12/01/2011	\$61.920	06/01/2012	\$62.490				
	12/01/2012	\$63.110	06/01/2013	\$63.890	12/01/2013	\$64.670				
APPRENTICE: HOIST/PORT. ENG.- Local 4										
Ratio	Step	1	2	3	4	5	6	7	8	
1:6	%	55.00	60.00	65.00	70.00	75.00	80.00	85.00	90.00	
Apprentice wages shall be no less than the following:										
Step 1\$31.50/2\$45.65/3\$47.61/4\$49.56/5\$51.52/6\$53.47/7\$55.43/8\$57.38										
HVAC (DUCTWORK)	08/01/2011	\$66.740	02/01/2012	\$67.990	08/01/2012	\$69.240				
	02/01/2013	\$70.490								
HVAC (ELECTRICAL CONTROLS)	09/01/2011	\$68.750	03/01/2012	\$69.240	09/01/2012	\$69.940				
	03/01/2013	\$70.680	09/01/2013	\$71.380	03/01/2014	\$72.120				
	09/01/2014	\$72.810	03/01/2015	\$73.550	09/01/2015	\$74.540				
	03/01/2016	\$75.520								

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

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THE COMMONWEALTH OF MASSACHUSETTS
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DEPARTMENT OF LABOR STANDARDS



DEVAL L. PATRICK
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TIMOTHY P. MURRAY
Lt. Governor

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

Awarding Authority: Town of Westford

Contract Number:

City/Town: WESTFORD

Description of Work: Cameron Senior Center Roof Ice Control System Works - Thermal ice control for an existing roof.

Job Location: 20 Pleasant Street, Westford, MA 01886

Classification	Effective Dates and Total Rates					
HVAC (TESTING AND BALANCING - AIR)	08/01/2011	\$66.740	02/01/2012	\$67.990	08/01/2012	\$69.240
	02/01/2013	\$70.490				
HVAC (TESTING AND BALANCING -WATER)	09/01/2011	\$69.230	03/01/2012	\$69.980	09/01/2012	\$71.230
	03/01/2013	\$72.480				
HVAC MECHANIC	09/01/2011	\$69.230	03/01/2012	\$69.980	09/01/2012	\$71.230
	03/01/2013	\$72.480				
HYDRAULIC DRILLS	06/01/2011	\$47.500	12/01/2011	\$48.750		
INSULATOR (PIPES & TANKS)	09/01/2011	\$62.260	09/01/2012	\$63.660	09/01/2013	\$65.260
	09/01/2014	\$67.260				
APPRENTICE: ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston						
Ratio	Step	1	2	3	4	
1:4	%	50.00	60.00	70.00	80.00	
Apprentice wages shall be no less than the following:			Steps are 1 year			
Step 1\$39.03/2\$43.68/3\$48.32/4\$52.97						
IRONWORKER/WELDER	09/16/2011	\$58.520	03/16/2012	\$59.520	09/16/2012	\$60.520
	03/16/2013	\$61.770				
APPRENTICE: IRONWORKER - Local 7 Lawrence						
Ratio	Step	1	2	3	4	5
	%	60.00	70.00	75.00	80.00	85.00
Apprentice wages shall be no less than the following:			Structural 1:6; Ornamental 1:4			
Step 1\$45.37/2\$48.66/3\$50.30/4\$51.95/5\$53.59/6\$55.23						
JACKHAMMER & PAVING BREAKER OPERATOR	06/01/2011	\$47.000	12/01/2011	\$48.250		
LABORER	06/01/2011	\$46.750	12/01/2011	\$48.000		
APPRENTICE: LABORER - Zone 2						
Ratio	Step	1	2	3	4	
1:5	%	60.00	70.00	80.00	90.00	
Apprentice wages shall be no less than the following:						
Step 1\$35.31/2\$38.17/3\$41.03/4\$43.89						
LABORER: CARPENTER TENDER	06/01/2011	\$46.750	12/01/2011	\$48.000		
LABORER: CEMENT FINISHER TENDER	06/01/2011	\$46.750	12/01/2011	\$48.000		
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER	06/01/2011	\$46.750	12/01/2011	\$48.000		
LABORER: MASON TENDER	06/01/2011	\$47.000	12/01/2011	\$48.250		
LABORER: MULTI-TRADE TENDER	06/01/2011	\$46.750	12/01/2011	\$48.000		
LABORER: TREE REMOVER	06/01/2011	\$46.750	12/01/2011	\$48.000		
This classification applies to the wholesale removal of standing trees including all associated trimming of branches and limbs, and applies to the removal of branches at locations not on or around utility lines.						
LASER BEAM OPERATOR	06/01/2011	\$47.000	12/01/2011	\$48.250		
MARBLE & TILE FINISHERS	08/01/2011	\$60.950	02/01/2012	\$61.740		

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DEVAL L. PATRICK
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TIMOTHY P. MURRAY
Lt. Governor

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Prevailing Wage Rates

Awarding Authority: Town of Westford

Contract Number:

City/Town: WESTFORD

Description of Work: Cameron Senior Center Roof Ice Control System Works - Thermal ice control for an existing roof.

Job Location: 20 Pleasant Street, Westford, MA 01886

Classification

Effective Dates and Total Rates

APPRENTICE: MARBLE & TILE FINISHER - Local 3 Marble & Tile										
Ratio	Step	1	2	3	4	5				
1:3	%	50.00	60.00	70.00	80.00	90.00				
Apprentice wages shall be no less than the following:						Steps are 800 hrs.				
Step 1\$43.19/2\$46.74/3\$50.29/4\$53.85/5\$57.40										
MARBLE MASONS, TILELAYERS & TERRAZZO MECH					08/01/2011	\$73.040	02/01/2012	\$74.030		
APPRENTICE: MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile										
Ratio	Step	1	2	3	4	5				
1:3	%	50.00	60.00	70.00	80.00	90.00				
Apprentice wages shall be no less than the following:						Steps are 800 hrs.				
Step 1\$49.74/2\$54.40/3\$59.06/4\$63.72/5\$68.38										
MECH. SWEEPER OPERATOR (NON-CONSTRUCTION)					07/01/2011	\$30.290				
MECH. SWEEPER OPERATOR (ON CONST. SITES)					06/01/2011	\$60.940	12/01/2011	\$61.560	06/01/2012	\$62.120
					12/01/2012	\$62.740	06/01/2013	\$63.510	12/01/2013	\$64.290
MECHANICS MAINTENANCE					06/01/2011	\$60.940	12/01/2011	\$61.560	06/01/2012	\$62.120
					12/01/2012	\$62.740	06/01/2013	\$63.510	12/01/2013	\$64.290
MILLWRIGHT (Zone 2)					04/01/2011	\$55.990				
APPRENTICE: MILLWRIGHT - Local 1121 Zone 2										
Ratio	Step	1	2	3	4	5	6	7	8	
1:5	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00	
Apprentice wages shall be no less than the following:						Steps are 800 hrs.				
Step 1\$36.17/2\$37.75/3\$40.93/4\$42.51/5\$44.89/6\$46.47/7\$48.86/8\$50.44										
MORTAR MIXER					06/01/2011	\$47.000	12/01/2011	\$48.250		
OILER (OTHER THAN TRUCK CRANES, GRADALLS)					06/01/2011	\$43.340	12/01/2011	\$43.680	06/01/2012	\$43.960
					12/01/2012	\$44.300	06/01/2013	\$44.720	12/01/2013	\$45.140
OILER (TRUCK CRANES, GRADALLS)					06/01/2011	\$46.520	12/01/2011	\$46.910	06/01/2012	\$47.250
					12/01/2012	\$47.640	06/01/2013	\$48.120	12/01/2013	\$48.610
OTHER POWER DRIVEN EQUIPMENT - CLASS II					06/01/2011	\$60.940	12/01/2011	\$61.560	06/01/2012	\$62.120
					12/01/2012	\$62.740	06/01/2013	\$63.510	12/01/2013	\$64.290
PAINTER (BRIDGES/TANKS)					07/01/2011	\$65.410	01/01/2012	\$66.410	07/01/2012	\$67.410
					01/01/2013	\$68.410				
APPRENTICE: PAINTER Local 35 - BRIDGES/TANKS										
Ratio	Step	1	2	3	4	5	6	7	8	
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00	
Apprentice wages shall be no less than the following:						Steps are 750 hrs.				
Step 1\$29.31/2\$34.57/3\$37.00/4\$39.43/5\$50.35/6\$52.75/7\$55.18/8\$60.05										

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

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Director

Prevailing Wage Rates

**As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H**

Awarding Authority: Town of Westford

Contract Number:

City/Town: WESTFORD

Description of Work: Cameron Senior Center Roof Ice Control System Works - Thermal ice control for an existing roof.

Job Location: 20 Pleasant Street, Westford, MA 01886

Classification	Effective Dates and Total Rates							
PAINTER (SPRAY OR SANDBLAST, NEW) *	07/01/2011	\$56.310	01/01/2012	\$57.310	07/01/2012	\$58.310		
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.	01/01/2013	\$59.310						
APPRENTICE: PAINTER Local 35 Zone 2 - Spray/Sandblast - New								
Ratio Step	1	2	3	4	5	6	7	8
1:1 %	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00
Apprentice wages shall be no less than the following:								
Step 1\$24.76/2\$29.56/3\$31.54/4\$33.51/5\$43.98/6\$45.92/7\$47.90/8\$51.86								
PAINTER (SPRAY OR SANDBLAST, REPAINT)	07/01/2011	\$54.370	01/01/2012	\$55.370	07/01/2012	\$56.370		
	01/01/2013	\$57.370						
APPRENTICE: PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint								
Ratio Step	1	2	3	4	5	6	7	8
1:1 %	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00
Apprentice wages shall be no less than the following:								
Step 1\$23.79/2\$28.49/3\$30.37/4\$32.25/5\$42.62/6\$44.47/7\$46.35/8\$50.11								
PAINTER (TRAFFIC MARKINGS)	06/01/2011	\$46.750	12/01/2011	\$48.000				
PAINTER / TAPER (BRUSH, NEW) *	07/01/2011	\$54.910	01/01/2012	\$55.910	07/01/2012	\$56.910		
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.	01/01/2013	\$57.910						
APPRENTICE: PAINTER - Local 35 Zone 2 - BRUSH NEW								
Ratio Step	1	2	3	4	5	6	7	8
1:1 %	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00
Apprentice wages shall be no less than the following:					Steps are 750 hrs.			
Step 1\$24.06/2\$28.79/3\$30.70/4\$32.60/5\$43.00/6\$44.87/7\$46.78/8\$50.60								
PAINTER / TAPER (BRUSH, REPAINT)	07/01/2011	\$52.970	01/01/2012	\$53.970	07/01/2012	\$54.970		
	01/01/2013	\$55.970						
APPRENTICE: PAINTER Local 35 Zone 2 - BRUSH REPAINT								
Ratio Step	1	2	3	4	5	6	7	8
1:1 %	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00
Apprentice wages shall be no less than the following:					Steps are 750 hrs.			
Step 1\$23.09/2\$27.72/3\$29.53/4\$31.34/5\$41.64/6\$43.42/7\$45.23/8\$48.85								
PANEL & PICKUP TRUCKS DRIVER	08/01/2011	\$44.850	12/01/2011	\$45.510	06/01/2012	\$45.810		
	08/01/2012	\$45.860	12/01/2012	\$47.350				
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)	08/01/2011	\$65.320						
PILE DRIVER	08/01/2011	\$65.320						

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Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

Awarding Authority: Town of Westford

Contract Number:

City/Town: WESTFORD

Description of Work: Cameron Senior Center Roof Ice Control System Works - Thermal ice control for an existing roof.

Job Location: 20 Pleasant Street, Westford, MA 01886

Classification

Effective Dates and Total Rates

Classification	Effective Dates	Total Rates
APPRENTICE: PILE DRIVER - Local 56 Zone 1		
Ratio Step 1 2 3 4 5 6 7 8		
1:3 % 60.00 65.00 70.00 75.00 80.00 85.00 90.00 95.00		
Apprentice wages shall be no less than the following:		
Step 1\$49.27/2\$51.28/3\$53.28/4\$55.29/5\$57.30/6\$59.30/7\$61.31/8\$63.31		
PIPEFITTER & STEAMFITTER	09/01/2011 \$69.230 03/01/2012 \$69.980 09/01/2012 \$71.230	
	03/01/2013 \$72.480	
APPRENTICE: PIPEFITTER - Local 537		
Ratio Step 1 2 3 4 5		
** % 40.00 45.00 60.00 70.00 80.00		
Apprentice Rates-Step1\$33.69/2\$43.88/3\$50.79/4\$55.40/5\$60.01		
Refrig/AC Mechanic **1:1;1:2;2:4;3:6;4:8;5:10;6:12;7:14;8:17;9:20;10:23(Max)		
PIPELAYER	06/01/2011 \$47.000 12/01/2011 \$48.250	
PLUMBERS & GASFITTERS	09/01/2011 \$68.620 03/01/2012 \$69.420 09/01/2012 \$70.670	
	03/01/2013 \$71.920	
APPRENTICE: PLUMBER - Local 12		
Ratio Step 1 2 3 4 5		
** % 35.00 40.00 55.00 65.00 75.00		
Apprentice wages shall be no less than the following:		
Step 1\$30.39/2\$33.33/3\$42.16/4\$48.04/ 4w/lic\$51.07/		
PNEUMATIC CONTROLS (TEMP.)	09/01/2011 \$69.230 03/01/2012 \$69.980 09/01/2012 \$71.230	
	03/01/2013 \$72.480	
PNEUMATIC DRILL/TOOL OPERATOR	06/01/2011 \$47.000 12/01/2011 \$48.250	
POWDERMAN & BLASTER	06/01/2011 \$47.750 12/01/2011 \$49.000	
POWER SHOVEL/DERRICK/TRENCHING MACHINE	06/01/2011 \$61.290 12/01/2011 \$61.920 06/01/2012 \$62.490	
	12/01/2012 \$63.110 06/01/2013 \$63.890 12/01/2013 \$64.670	
PUMP OPERATOR (CONCRETE)	06/01/2011 \$61.290 12/01/2011 \$61.920 06/01/2012 \$62.490	
	12/01/2012 \$63.110 06/01/2013 \$63.890 12/01/2013 \$64.670	
PUMP OPERATOR (DEWATERING, OTHER)	06/01/2011 \$49.910 12/01/2011 \$50.350 06/01/2012 \$50.740	
	12/01/2012 \$51.190 06/01/2013 \$51.740 12/01/2013 \$52.290	
READY-MIX CONCRETE DRIVER	05/01/2010 \$33.790	
RECLAIMERS	06/01/2011 \$60.940 12/01/2011 \$61.560 06/01/2012 \$62.120	
	12/01/2012 \$62.740 06/01/2013 \$63.510 12/01/2013 \$64.290	
RESIDENTIAL WOOD FRAME (All Other Work)	04/01/2011 \$48.420	
RESIDENTIAL WOOD FRAME CARPENTER **	05/01/2011 \$36.810	

** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement.

As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

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Director

Prevailing Wage Rates

Awarding Authority: Town of Westford

Contract Number:

City/Town: WESTFORD

Description of Work: Cameron Senior Center Roof Ice Control System Works - Thermal ice control for an existing roof.

Job Location: 20 Pleasant Street, Westford, MA 01886

Classification

Effective Dates and Total Rates

APPRENTICE: CARPENTER (Residential Wood Frame) - Zone 2										
Ratio	Step	1	2	3	4	5	6	7	8	
1:5	%	60.00	60.00	65.00	70.00	75.00	80.00	85.00	90.00	
Apprentice wages shall be no less than the following:										
Step 1\$20.88/2\$27.11/3\$28.33/4\$29.54/5\$30.75/6\$31.96/7\$33.17/8\$34.39										
RIDE-ON MOTORIZED BUGGY OPERATOR					06/01/2011	\$47.000	12/01/2011	\$48.250		
ROLLER/SPREADER/MULCHING MACHINE					06/01/2011	\$60.940	12/01/2011	\$61.560	06/01/2012	\$62.120
					12/01/2012	\$62.740	06/01/2013	\$63.510	12/01/2013	\$64.290
ROOFER (Inc.Roofer Waterproofing &Roofer Damproofg)					08/01/2011	\$55.860	02/01/2012	\$56.860	08/01/2012	\$57.860
					02/01/2013	\$58.860				
APPRENTICE: ROOFER - Local 33										
Ratio	Step	1	2	3	4	5				
**	%	50.00	60.00	65.00	75.00	85.00				
** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1						Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.				
Apprentice rates no less than: Step 1\$31.21/2\$41.64/3\$43.41/4\$46.97/5\$50.53										
ROOFER SLATE / TILE / PRECAST CONCRETE					08/01/2011	\$56.110	02/01/2012	\$57.110	08/01/2012	\$58.110
					02/01/2013	\$59.110				
APPRENTICE: ROOFER (Slate/Tile/Precast Concrete) - Local 33										
Ratio	Step	1	2	3	4	5				
**	%	50.00	60.00	65.00	75.00	85.00				
Apprentices wages shall be paid no less than the following:										
Step 1\$31.34/2\$41.79/3\$43.58/4\$47.16/5\$50.74										
SHEETMETAL WORKER					08/01/2011	\$66.740	02/01/2012	\$67.990	08/01/2012	\$69.240
					02/01/2013	\$70.490				
APPRENTICE: SHEET METAL WORKER - Local 17-A										
Ratio	Step	1	2	3	4	5	6	7		
1:4	%	40.00	45.00	50.00	60.00	65.00	75.00	85.00		
Apprentice wages shall be no less than the following:										
Steps 1-3 are 1 year; Steps 4-7 are 6 mos.										
Step 1\$29.49/2\$35.19/3\$38.16/4\$43.32/5\$46.03/6\$51.45/7\$56.37										
SIGN ERECTOR					06/01/2009	\$37.780				
APPRENTICE: SIGN ERECTOR - Local 35 Zone 2										
Ratio	Step	1	2	3	4	5	6	7	8	9
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00	90.00
Apprentice wages shall be no less than the following:										
Steps are 4 mos.										
Step 1\$19.48/2\$23.12/3\$24.36/4\$25.60/5\$30.34/6\$31.58/7\$32.82/8\$34.06/9\$35.30										
SPECIALIZED EARTH MOVING EQUIP < 35 TONS					08/01/2011	\$45.310	12/01/2011	\$45.970	06/01/2012	\$46.270
					08/01/2012	\$46.620	12/01/2012	\$47.650		

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EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS



DEVAL L. PATRICK
Governor

JOANNE F. GOLDSTEIN
Secretary

TIMOTHY P. MURRAY
Lt. Governor

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

HEATHER E. ROWE
Director

Prevailing Wage Rates

Awarding Authority: Town of Westford

Contract Number:

City/Town: WESTFORD

Description of Work: Cameron Senior Center Roof Ice Control System Works - Thermal ice control for an existing roof.

Job Location: 20 Pleasant Street, Westford, MA 01886

Classification	Effective Dates and Total Rates										
SPECIALIZED EARTH MOVING EQUIP > 35 TONS	08/01/2011	\$45.600	12/01/2011	\$46.260	06/01/2012	\$46.560					
	08/01/2012	\$46.910	12/01/2012	\$47.940							
SPRINKLER FITTER	09/01/2011	\$71.350	01/01/2012	\$71.500	03/01/2012	\$72.250					
	09/01/2012	\$73.250	01/01/2013	\$73.400	03/01/2013	\$74.400					
APPRENTICE: SPRINKLER FITTER - Local 550											
Ratio	Step	1	2	3	4	5	6	7	8	9	10
1:1	%	40.00	45.00	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00
Apprentice wages shall be no less than the following steps:											
1\$36.52/2\$39.11/3\$41.70/4\$44.29/5\$46.88/6\$49.47/7\$52.06/8\$54.65/9\$57.24/10\$59.83											
STEAM BOILER OPERATOR	06/01/2011	\$60.940	12/01/2011	\$61.560	06/01/2012	\$62.120					
	12/01/2012	\$62.740	06/01/2013	\$63.510	12/01/2013	\$64.290					
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN	06/01/2011	\$60.940	12/01/2011	\$61.560	06/01/2012	\$62.120					
	12/01/2012	\$62.740	06/01/2013	\$63.510	12/01/2013	\$64.290					
TELECOMMUNICATION TECHNICIAN	09/01/2011	\$56.640	03/01/2012	\$57.010	09/01/2012	\$57.540					
	03/01/2013	\$58.090	09/01/2013	\$58.620	03/01/2014	\$59.180					
	09/01/2014	\$59.690	03/01/2015	\$60.240	09/01/2015	\$60.980					
	03/01/2016	\$61.720									
APPRENTICE: TELECOMMUNICATION TECHNICIAN - Local 103											
Ratio	Step	1	2	3	4	5	6	7	8	9	10
1:1	%	40.00	40.00	45.00	45.00	50.00	55.00	60.00	65.00	70.00	75.00
Apprentice wages shall be no less than the following:											
1\$37.23/2\$37.23/3\$38.84/4\$38.84/5\$40.46/6\$42.08/7\$43.70/8\$45.31/9\$46.93/10\$48.56											
TERRAZZO FINISHERS	08/01/2011	\$71.940	02/01/2012	\$72.930							
APPRENTICE: TERRAZZO FINISHER - Local 3 Marble & Tile											
Ratio	Step	1	2	3	4	5					
1:3	%	50.00	60.00	70.00	80.00	90.00					
Apprentice wages shall be no less than the following: Steps are 800 hrs.											
Step 1\$49.19/2\$53.74/3\$58.29/4\$62.84/5\$67.39											
TEST BORING DRILLER	06/01/2011	\$51.500	12/01/2011	\$52.750							
APPRENTICE: TEST BORING DRILLER (Laborers Foundation & Marine)											
Ratio	Step	1	2	3	4						
1:3	%	60.00	70.00	80.00	90.00						
Apprentice wages shall be no less than the following:											
Step 1\$38.58/2\$41.81/3\$45.04/4\$48.27											
TEST BORING DRILLER HELPER	06/01/2011	\$50.220	12/01/2011	\$51.470							
TEST BORING LABORER	06/01/2011	\$50.100	12/01/2011	\$51.350							

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
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Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

Awarding Authority: Town of Westford

Contract Number:

City/Town: WESTFORD

Description of Work: Cameron Senior Center Roof Ice Control System Works - Thermal ice control for an existing roof.

Job Location: 20 Pleasant Street, Westford, MA 01886

Classification

Effective Dates and Total Rates

APPRENTICE: TEST BORING LABORER (Laborers Foundation & Marine)								
Ratio	Step	1	2	3	4			
1:3	%	60.00	70.00	80.00	90.00			
Apprentice wages shall be no less than the following:								
Step 1\$37.74/2\$40.83/3\$43.92/4\$47.01								
TRACTORS/PORTABLE STEAM GENERATORS		06/01/2011	\$60.940	12/01/2011	\$61.560	06/01/2012	\$62.120	
		12/01/2012	\$62.740	06/01/2013	\$63.510	12/01/2013	\$64.290	
TRAILERS FOR EARTH MOVING EQUIPMENT		08/01/2011	\$45.890	12/01/2011	\$46.550	06/01/2012	\$46.850	
		08/01/2012	\$47.200	12/01/2012	\$48.230			
TUNNEL WORK - COMPRESSED AIR		06/01/2011	\$62.930	12/01/2011	\$64.180			
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE)		06/01/2011	\$64.930	12/01/2011	\$66.180			
TUNNEL WORK - FREE AIR		06/01/2011	\$55.000	12/01/2011	\$56.250			
TUNNEL WORK - FREE AIR (HAZ. WASTE)		06/01/2011	\$57.000	12/01/2011	\$58.250			
VAC-HAUL		08/01/2011	\$45.310	12/01/2011	\$45.970	06/01/2012	\$46.270	
		08/01/2012	\$46.620	12/01/2012	\$47.650			
WAGON DRILL OPERATOR		06/01/2011	\$47.000	12/01/2011	\$48.250			
WASTE WATER PUMP OPERATOR		06/01/2011	\$61.290	12/01/2011	\$61.920	06/01/2012	\$62.490	
		12/01/2012	\$63.110	06/01/2013	\$63.890	12/01/2013	\$64.670	
WATER METER INSTALLER		09/01/2011	\$68.620	03/01/2012	\$69.420	09/01/2012	\$70.670	
		03/01/2013	\$71.920					
Outside Electrical - East								
CABLE TECHNICIAN (Power Zone)		08/29/2011	\$35.310					
CABLEMAN (Underground Ducts & Cables)		08/29/2011	\$46.110					
DRIVER / GROUNDMAN CDL		08/29/2011	\$40.830					
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs)		08/29/2011	\$33.050					
EQUIPMENT OPERATOR (Class A CDL)		08/29/2011	\$50.110					
EQUIPMENT OPERATOR (Class B CDL)		08/29/2011	\$43.340					
GROUNDMAN		08/29/2011	\$32.550					
GROUNDMAN -Inexperienced (<2000 Hrs.)		08/29/2011	\$27.790					
JOURNEYMAN LINEMAN		08/29/2011	\$59.620					
APPRENTICE: LINEMAN (Outside Electrical) - East Local 104								
Ratio	Step	1	2	3	4	5	6	7
1:2	%	60.00	65.00	70.00	75.00	80.00	85.00	90.00
Apprentice wages shall be no less than the following:								
Step 1\$34.59/2\$36.99/3\$39.65/4\$42.30/5\$44.95/6\$47.61/7\$50.76								
TELEDATA CABLE SPLICER		07/18/2011	\$32.900	07/16/2012	\$33.300			
TELEDATA LINEMAN/EQUIPMENT OPERATOR		07/18/2011	\$31.330	07/16/2012	\$31.700			

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.



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JOANNE F. GOLDSTEIN
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HEATHER E. ROWE
Director

Prevailing Wage Rates

**As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H**

Awarding Authority: Town of Westford

Contract Number:

City/Town: WESTFORD

Description of Work: Cameron Senior Center Roof Ice Control System Works - Thermal ice control for an existing roof.

Job Location: 20 Pleasant Street, Westford, MA 01886

Classification	Effective Dates and Total Rates			
TELEDATA WIREMAN/INSTALLER/TECHNICIAN	07/18/2011	\$31.330	07/16/2012	\$31.700
TREE TRIMMER	02/01/2009	\$19.010		
This classification applies only to the trimming of branches on and around utility lines.				
TREE TRIMMER GROUNDMAN	02/01/2009	\$17.060		
This classification applies only to the trimming of branches on and around utility lines.				

Additional Apprentices Information:

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

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

All steps are six months (1000 hours) unless otherwise specified.

- * Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.
- ** Multiple ratios are listed in the comment field.
- *** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.
- **** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

**Part 1, Attachment B-
FORM FOR GENERAL BID**

To the Awarding Authority:

A. Pursuant to and in compliance with your Invitation to Bid relating thereto, the undersigned, _____

having visited the site, familiarized himself with the conditions present, and carefully examined the Contract Documents dated October 12th, 2011 together with all Addenda issued and received prior to closing time for receipt of Bids as prepared by the Architect,

GRAHAM MEUS INC., ARCHITECTS
45 Newbury Street, Suite 503
Boston, MA 02116

hereby offers and agrees to provide all labor and materials required for installation of:

ROOF DE-ICING SYSTEM/ CAMERON SENIOR CENTER
WESTFORD, MA

to the satisfaction of the Owner and the Architect and in accordance with the accompanying Contract Documents with all addenda, for the Contract Price specified below, subject to additions and deductions according to the terms of the Contract Documents.

B. This Bid includes Addenda numbered _____.

C. The proposed Contract Price is : _____ Dollars
(\$ _____).

D. The undersigned agrees that, if he/she is selected as General Contractor, he/she will within five days, Saturdays, Sundays, and legal holidays excluded, after presentation thereof by the Awarding Authority, execute the Contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials payment bond, each of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the Awarding Authority, and each in the sum of one hundred percent of the contract price, or more if so specified elsewhere in the Contract Documents, the premiums for which are to be paid by the General Contractor and are included in the Contract Price.

E. 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.

- F. The Awarding Authority is exempt from sales and federal excise tax to the extent permitted under law; bidders should not include such taxes in figuring or in references to any bid.
- G. The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.
- I. Commencement and Completion of Work: The undersigned agrees to commence work on the Contract within seven (7) calendar days from receipt of written notice to proceed issued by the Owner within fourteen (14) calendar days after execution of the Contract Agreement and to thereafter diligently and continuously carry on the work.
 - 1. The undersigned agrees to substantially complete the work on or before the time as specified under Section 010100, SUMMARY OF WORK, and/or as indicated on Drawings.
 - 2. The undersigned agrees to achieve final completion complete the work on or before the time as specified under Section 010100, SUMMARY OF WORK, and/or as indicated on Drawings.
- J. Bidder understands that Owner reserves the right to reject any and all bids.
- K. The undersigned further certifies under penalties of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of Section 29F of Chapter 29, or any other applicable debarment provisions of any chapter of the General Laws or any rule or regulation promulgated thereunder.
- L. Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 30 days excluding Saturdays, Sundays, and legal holidays after the scheduled closing date of bids.

Date: _____

(Name of General Bidder)

Signed: _____

(Seal)

By: _____

(Name and Title of Person Signing Bid)

(Business Address)

(City and State)

END OF DOCUMENT

Part 1, Attachment B
BID SECURITY FORM

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

_____, as Principal, and _____
(insert name of bidder)

_____, as Surety, are hereby
(insert name of surety)

held and firmly bound unto the _____, acting through Town of Westford,
MA, the Owner, in the sum of _____ Dollars

(\$_____)

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

The condition of this obligation is such that whereas the Principal has submitted to the
Owner a certain Bid, attached hereto and hereby made a part hereof to enter into a
contract in writing hereinafter referred to as the "AGREEMENT" for Town of Westford, MA

NOW THEREFORE,

(a) If said BID shall be rejected, or in the alternative,

(b) If said BID shall be accepted and the Principal shall duly execute and deliver
the form of AGREEMENT contained in the bid documents, and shall furnish the specified
bonds for the faithful performance of the Contract and for the payment for labor and
materials furnished for the performance of the agreement.

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

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

IN WITNESS WHEREOF, the parties to these presents have duly executed this bond on this

_____ Day of _____, 20____

(SEAL)

(Name of Principal)

By: _____

(SEAL)

(Name of Surety)

By: _____

Sealed and delivered
in the presence of

END OF DOCUMENT

Part 1, Attachment B-
CERTIFICATION OF PAYMENT OF STATE TAXES

Legislation enacted by the Commonwealth of Massachusetts, effective July 1, 1983, requires that the attestation below be signed:

Pursuant to M.G.L. Ch 62C, Sec. 49A, I certify under penalties of perjury that the within named bidder had, to my best knowledge and belief, complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

If an individual:

Social Security Number _____

If a corporation:

Federal ID Number _____

Signed _____

Name _____

Name of Bidder _____

Subscribed and sworn to before me

This _____ day of _____, 200__

(Title)

My commission expires _____

END OF DOCUMENT

**Part 1, Attachment B-
NONCOLLUSION AFFIDAVIT**

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

- (1) He is _____ of _____, the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner, or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
- (6) The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used herein, the word person shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Signature: _____

Name of Person signing bid: _____

Name of Business: _____

Subscribed and sworn to before me

This _____ day of _____, 20____

(Title)

My commission expires _____

END OF DOCUMENT

Cameron Senior Center – Roof Ice Control System
20 Pleasant Street, Westford, MA

Part 2-
OWNER- CONTRACTOR AGREEMENT

(SEE ATTACHED CONTRACT)



AIA[®] Document A105[™] – 2007

Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project

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)

Town of Westford
Town Hall
55 Main Street
Westford, MA 01886

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

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

Cameron Senior Center - Roof Ice Control System
20 Pleasant Street
Westford, MA 01886

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

Graham-Meus, Inc.
45 Newbury Street, Suite 503
Boston, MA 02116
Telephone Number: 617-423-9399
Fax Number: 617-482-8506

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

State or local law may impose requirements on contracts for home improvements. If this document will be used for Work on the Owner's residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.

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TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE
- 3 CONTRACT SUM
- 4 PAYMENT
- 5 INSURANCE
- 6 GENERAL PROVISIONS
- 7 OWNER
- 8 CONTRACTOR
- 9 ARCHITECT
- 10 CHANGES IN THE WORK
- 11 TIME
- 12 PAYMENTS AND COMPLETION
- 13 PROTECTION OF PERSONS AND PROPERTY
- 14 CORRECTION OF WORK
- 15 MISCELLANEOUS PROVISIONS
- 16 TERMINATION OF THE CONTRACT
- 17 OTHER TERMS AND CONDITIONS

ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated , and enumerated as follows:

Drawings:		
Number	Title	Date
Specifications:		
Section	Title	Pages
.3 addenda prepared by the Architect as follows:		
Number	Date	Pages

- .4 written orders for changes in the Work issued after execution of this Agreement; and

Init.

.5 other documents, if any, identified as follows:

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The number of calendar days available to the Contractor to substantially complete the Work is the Contract Time. The date of commencement of the Work shall be the date of this Agreement unless otherwise indicated below. The Contractor shall substantially complete the Work, no later than () calendar days from the date of commencement, subject to adjustment as provided in Article 10 and Article 11.
(Insert the date of commencement, if it differs from the date of this Agreement.)

ARTICLE 3 CONTRACT SUM

§ 3.1 Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

(\$)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of Work	Value
-----------------	-------

§ 3.3 Unit prices, if any, are as follows:

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

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 3.4 Allowances included in the Contract Sum, if any, are as follows:

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

Item	Price
------	-------

§ 3.5 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and 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.)

§ 3.6 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

ARTICLE 4 PAYMENT

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

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ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall provide Contractor's general liability and other insurance as follows:
(Insert specific insurance requirements and limits.)

Type of insurance

Limit of liability (\$0.00)

§ 5.2 The Owner shall provide property insurance to cover the value of the Owner's property, including any Work provided under this Agreement. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its general liability insurance policy to cover the Contractor's obligations under Section 8.12.

§ 5.4 Each party shall provide certificates of insurance showing their respective coverages prior to commencement of the Work.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents and employees, each of the other; and (2) the Architect, Architect's consultants and any of their agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance or other insurance applicable to the Work.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 THE CONTRACT

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 THE WORK

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 INTENT

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.

§ 6.4 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

ARTICLE 7 OWNER

§ 7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, the Owner shall obtain and pay for other necessary approvals, easements, assessments and charges.

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§ 7.2 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 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 seven 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, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor.

§ 7.4 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 7.4.1 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.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

§ 7.4.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

ARTICLE 8 CONTRACTOR

§ 8.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Architect.

§ 8.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

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.

§ 8.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 8.3.1 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.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 LABOR AND MATERIALS

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

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

§ 8.5 WARRANTY

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

§ 8.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.

§ 8.7 PERMITS, FEES AND NOTICES

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. 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 full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

§ 8.8 SUBMITTALS

The Contractor shall promptly review, approve in writing and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 8.9 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner.

§ 8.10 CUTTING AND PATCHING

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

§ 8.11 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery and surplus material; and shall properly dispose of waste materials.

§ 8.12 INDEMNIFICATION

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.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work,

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since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 The Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request from either the Owner or Contractor.

§ 9.8 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.

§ 9.9 The Architect's duties, responsibilities and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly in writing. If the Owner and Contractor can not agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such orders shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall carry out such orders promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work 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, the Contract Time shall be subject to equitable adjustment.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 CONTRACT SUM

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

§ 12.2 APPLICATIONS FOR PAYMENT

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in the Agreement. Such Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require. 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

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Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 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 other encumbrances adverse to the Owner's interests.

§ 12.3 CERTIFICATES FOR PAYMENT

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.

§ 12.4 PROGRESS PAYMENTS

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 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 requirements of the Contract Documents.

§ 12.5 SUBSTANTIAL COMPLETION

§ 12.5.1 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 the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Work or designated portion thereof is substantially complete, the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and Contractor, 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.

§ 12.6 FINAL COMPLETION AND FINAL PAYMENT

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract.

§ 12.6.3 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 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury or loss to employees on the Work, the Work and materials and

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equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 TESTS AND INSPECTIONS

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections or approvals that do not become requirements until after the Contract is executed.

§ 15.3 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 TERMINATION BY THE CONTRACTOR

If the Architect fails to certify payment as provided in Section 12.3 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 12.4.1 for a period of 30 days, the Contractor may, upon seven additional 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, and costs incurred by reason of such termination.

§ 16.2 TERMINATION BY THE OWNER FOR CAUSE

§ 16.2.1 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 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, 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

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

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§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 TERMINATION BY THE OWNER FOR CONVENIENCE

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. 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 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

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

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

OWNER *(Signature)*

John Mangiaratti, Assistant Town Manager
Town Hall
55 Main Street
Westford, MA 01886

(Printed name, title and address)

CONTRACTOR *(Signature)*

(Printed name, title and address)

LICENSE NO.:
JURISDICTION:

Part 2, Exhibit A-
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 _____, 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 (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.

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.

ATTEST:

_____ (SEAL)
Witness as to Surety

_____ (Address-Zip Code)

_____ (Address-Zip Code)

By _____

_____ (Attorney-in-Fact)

_____ (Address-Zip Code)

_____ (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 DOCUMENT

**WEEKLY PAYROLL RECORDS REPORT
& STATEMENT OF COMPLIANCE**

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

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

In addition, each such contractor, subcontractor, or public body shall furnish to the awarding authority directly, within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

STATEMENT OF COMPLIANCE	
_____, 20_____	
I, _____	_____
(Name of signatory party)	(Title)
do hereby state:	
That I pay or supervise the payment of the persons employed by	
_____	_____
(Contractor, subcontractor or public body)	(Building or project)
and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.	
Signature _____	
Title _____	

MASSACHUSETTS WEEKLY CERTIFIED PAYROLL REPORT FORM



Company's Name:		Address:		Phone No.:		Payroll No.:														
Employer's Signature:		Title:		Contract No.:		Tax Payer ID No.:														
Awarding Authority's Name:		Public Works Project Name:		Public Works Project Location:		Min. Wage Rate Sheet No.:														
General / Prime Contractor's Name:		Subcontractor's Name:		"Employer" Hourly Fringe Benefit Contributions																
Employee Name & Complete Address	Employee is OSHA 10 Certified (?)	Work Classification:	Appr. Rate (%)	Hours							Health & Welfare Insurance (C')	ERISA Pension Plan (D)	Supp. Unemp. (E)	Total Hourly Prev. Wage (F)	Project Gross Wages (A x F)		Check No. (H)			
				Worked		Project Hours (A)		Hourly Base Wage (B)							Total Gross Wages	Total Gross Wages				
				Su.	Mo.	Tu.	We.	Th.	Fr.	Sa.	All Other Hours	Project Hours (A)	Hourly Base Wage (B)							
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NOTE: Pursuant to MGL Ch. 149 s.27B, every contractor and subcontractor is required to submit a "true and accurate" copy of their weekly payroll records directly to the awarding authority. Failure to comply may result in the commencement of a criminal action or the issuance of a civil citation.

Cameron Senior Center – Roof Ice Control System
20 Pleasant Street, Westford, MA

Part 3-
GENERAL CONDITIONS OF THE CONTRACT

(SEE ATTACHED GENERAL CONDITIONS)



AIA[®] Document A201[™] – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Cameron Senior Center - Roof Ice Control System
20 Pleasant Street
Westford, MA 01886

THE OWNER:

(Name, legal status and address)

Town of Westford
Town Hall
55 Main Street
Westford, MA 01886

THE ARCHITECT:

(Name, legal status and address)

Graham-Meus, Inc.
45 Newbury Street, Suite 503
Boston, MA 02116

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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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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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 which 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.

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§ 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,

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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

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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.



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**Part 4, Attachment A -
SPECIAL CONDITIONS**

1.01 MASSACHUSETTS GENERAL LAWS

A. The following lists certain sections of the Massachusetts General Laws applicable to this Project, which shall be included in this Contract as if written out in full.

<u>Subject</u>	<u>Statute or Executive Order</u>
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PAYMENT, CONTRACT ADMINISTRATION, ETC.

"Or Equal" Clause	M.G.L. Chapter 30 Section 39 M(b)
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Delays	M.G.L. Chapter 30 Section 39 O
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Deviations	M.G.L. Chapter 30 Section 39 I
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Effect of Decisions	M.G.L. Chapter 30 Section 39 J
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Differing Site Conditions	M.G.L. Chapter 30 Section 39 N
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Timely Decisions	M.G.L. Chapter 30 Section 39 P
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Certificate of Appropriation	M.G.L. Chapter 30 Section 39 C
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Method of Payment (Public Building Projects)	M.G.L. Chapter 30 Section 39 K
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Method of Payment (Public Works Projects)	M.G.L. Chapter 30 Section 39 G
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Direct Payment	M.G.L. Chapter 30 Section 39 F
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Discharge of Release of Bonds	M.G.L. Chapter 30 Section 40
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WAGES AND EMPLOYMENT PRACTICES

Preference to Veterans and Citizens	M.G.L. Chapter 149 Section 26
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Determination of Wage Rates	M.G.L. Chapter 149 Section 27
Employment Records	M.G.L. Chapter 149 Section 27 B
Wages Paid to Operators of Trucks and Other Equipment	M.G.L. Chapter 149 Section 37 F
Reserve Police Officers	M.G.L. Chapter 149 Section 34 B
Eight-Hour Day, etc.	M.G.L. Chapter 149 Sections 30, 34, and 34 A
Lodging, etc.	M.G.L. Chapter 149 Section 25
Access to Contractor's Records	Executive Order No. 195
Worker's Compensation Insurance	M.G.L. Chapter 149 Section 34

CONTRACTOR'S ACCOUNTING METHODS

Contractor's Accounting Method Requirements	M.G.L. Chapter 149 Section 39 R
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MISCELLANEOUS

Weather Protection	M.G.L. Chapter 149 Section 44 F (I)
Form for Sub-Contract	M.G.L. Chapter 149 Section 44 (F) (4) (C)
Foreign Corporations	M.G.L. Chapter 181 Section 3.5; Chapter 30, Section 39.L
Shoring	M.G.L. Chapter 149 Section 129 A
Compliance with Tax Laws	M.G.L. Chapter 62 C Section 49 A

END OF SPECIAL CONDITIONS

Part 4 -
SUPPLEMENTARY CONDITIONS

Amending the General Conditions of the Contract for Construction.
AIA Document A201 (2007 edition)

I. SUPPLEMENTARY CONDITIONS

The following addendum supplements modifies, deletes and/or adds 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.

II. MODIFICATIONS TO VARIOUS ARTICLES OF THE AIA CONDITIONS

ARTICLE 1: GENERAL PROVISIONS

1.1.1 In the third sentence delete the words "Unless specifically enumerated in the Agreement," and the word "not".

1.2.1 Add the following at the end of subparagraph 1.2.1:

All Work mentioned or indicated in the Contract Documents shall be performed by the Contractor as part of this Contract unless it is specifically indicated in the Contract Documents that such Work is to be done by others. Should the Drawings or the Specifications disagree in themselves or with each other, the Contractor shall provide the better quality or greater quantity of Work unless otherwise directed by written addendum to the Contract.

1.2.2 Add the following to subparagraph 1.2.2:

The performance of filed sub-trade work shall comply with the provisions of chapter 149 of the General Laws of the Commonwealth of Massachusetts. The Contractor and all Subcontractors shall refer to all of the Drawings, including those showing primarily the Work of the mechanical, electrical and other specialized trades, and to all of the Sections of the Specifications, and shall perform all Work reasonably inferable therefrom as being necessary to produce the indicated results.

1.2.4-

1.2.11 Add new subparagraphs 1.2.4 through 1.2.11 as follows:

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

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

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

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

1.2.8 The Mechanical, Electrical and Fire Protection Drawings are diagrammatic only, and are not intended to show the alignment, physical locations or configurations of such Work. Such Work shall be installed without additional cost to the Owner to clear all obstructions, permit proper clearances for the Work of other trades, and present an orderly appearance where exposed. Prior to beginning such Work, the Contractor shall prepare coordination drawings showing the exact alignment, physical location and configuration of the Mechanical, Electrical and Fire Protection installations and demonstrating to the Contractor's satisfaction that the installations will comply with the preceding sentence.

1.2.9 Exact locations of fixtures and outlets shall be obtained from the Architect as provided in subparagraph 3.2.1 before the Work is roughed in; Work installed without such information from the Architect shall be relocated at the Contractor's expense.

1.2.10 Test boring or soil test information included with the Contract Documents or otherwise made available to the Contractor was obtained by the Owner for use by the Architects in the design of the Project or Work. The Owner does not hold out such information to the Contractor as an accurate or approximate indication of subsurface conditions, and no claim for extra cost or extension of time resulting from a reliance by the Contractor on such information shall be allowed except as provided in subparagraph 4.3.4.

1.2.11 Where the Work is to fit with existing conditions or work to be performed by others, the Contractor shall fully and completely join the Work with such conditions or work, unless otherwise specified.

1.6.1 Delete subparagraph 1.6.1 in its entirety and insert the following:

All Drawings, Specifications and copies thereof furnished by the Owner are and shall remain the Owner's property. They are to be used only with respect to this Project and are not to be used on any other project without the prior written consent of the Owner. With the exception of one contract set for each party to the Contract, such documents are to be returned or suitably accounted for to the Owner at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of any reserved rights.

ARTICLE 2: OWNER

2.1.2 Delete subparagraph 2.1.2 in its entirety.

2.2.1 Delete the second and third sentences.

2.2.3 In the first line of subparagraph 2.2.3 insert the word "available" after the word "furnish".

Delete all text after the word “Owner” in line 3 and insert the following:

except to the extent that the Contractor’s review thereof reveals, or in the exercise of reasonable diligence should have revealed, any inaccuracy or incompleteness therein. The Contractor shall exercise proper precautions relating to the safe performance of the Work.

2.2.4 Delete the second sentence.

Add the following to the end of subparagraph 2.2.5: ", all additional copies will be furnished upon request at the cost of reproduction."

2.3.1 Add the following to the end of subparagraph 2.3.1:

The Contractor shall resume the Work after such stoppage promptly upon written notice to do so from the Owner. If such stoppage is required through no fault of the Contractor, the Contract Time (and the dates for achieving Substantial Completion and Final Completion) shall be extended by a period equal to the period of the stoppage, and the Contractor shall be compensated for its reasonable and justifiable costs incurred as a result of such stoppage.

Delete the fourth sentence.

ARTICLE 3: CONTRACTOR

3.2.2 Insert a period after the word “Architect” in line 8, delete the balance of subparagraph 3.2.2 and substitute the following:

The Contractor shall not be liable to the Owner or Architect for damage resulting from errors, inconsistencies or omissions in the Contract Documents, but shall be liable for damage to the extent he reasonably should have, but failed to, discover such error, inconsistency or omission. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for such correction.

3.2.5 Add new paragraph as follows:

3.2.5 Any claim by the Contractor or Subcontractors that, in submitting their respective bids, they did not include all items as shown in the Contract Documents, will be given no consideration for an adjustment of any kind. If any item is specified in a Section which would not normally furnish this items it shall be the responsibility of the Contractor to coordinate the situation with the Subcontractor, and if the item under consideration is not to be provided by the Subcontractor it shall be the responsibility of the Contractor to provide the work in question, without any additional cost to the Owner.

3.3.1 Add the following to the end of the first sentence in subparagraph 3.3.1:

"which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location."

Delete the last sentence.

3.3.2 Add the following to the end of subparagraph 3.3.2:

"This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the Work."

3.5.1 Add the following to the end of the first sentence of subparagraph 3.5.1:

"and, promptly after written notification of non-conformance, shall be repaired or replaced by the Contractor with Work conforming to such requirements."

Insert the word "or" after "maintenance" in line 7 and delete the balance of the second sentence after "operation" in line 7.

3.5.2 -

3.5.8 Add new subparagraphs 3.5.2 through 3.5.8 as follows:

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

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

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

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

3.5.6 The warranty provided in this paragraph 3.5 shall be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law.

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

3.5.8 The Contractor shall guarantee all Work for a period of one year after Date of Substantial Completion, or by the terms of any special guarantee required by the Contract Documents. The

Contractor shall, upon written notice from the Owner, promptly correct defective Work or Work not in accordance with the Contract Documents.

3.6.1 Add the following:

3.6.1 The project is exempt from the Massachusetts Sales Tax to the extent permitted by G.L. c.64H, §6(f). The exemption number can be obtained from the Awarding Authority upon request by the successful bidder.

3.7.1 Add the following sentence to paragraph 3.7.1

"The Contractor shall furnish to the Owner copies of all permits as required in the course of the job."

3.7.3 Replace subparagraph 3.7.3 and replace with the following:

"If the Contractor observes that portions of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes, and rules and regulations, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification."

3.8 Delete paragraph 3.8 in its entirety.

3.9.1 In the second line of subparagraph 3.9.1 insert the following after the words "Project site":

"at all times".

3.9.4 -

3.9.5 Add new subparagraphs 3.9.4 and ~~3.9.3~~ 3.9.5 as follows:

3.9.4 The Contractor shall coordinate and supervise the Work performed by Subcontractors to the end that the Work is carried out without conflict between trades and so that no trade, at any time, causes delay to the general progress of the Work. The Contractor and all Subcontractors shall at all times afford each trade, any separate contractor, or the Owner, every reasonable opportunity for the installation of Work and the storage of materials.

3.9.5 The Contractor shall arrange for and attend job meetings with the Architect and such other persons as the Architect may from time to time wish to have present. The Contractor shall be represented by a principal, project manager, general superintendent or other authorized main office representative, as well as by the Contractor's own superintendent. An authorized representative of any Subcontractor or Sub-subcontractor shall attend such meetings if the representative's presence is requested by the Architect. Such representatives shall be empowered to make binding commitments on all matters to be discussed at such meetings, including costs, payments, change orders, time schedules and manpower. Any notices required under the Contract may be served on such representatives.

3.12.6 Add the following at the end of subparagraph 3.12.6:

By approving and submitting Shop Drawings, Product Data, Samples, and similar submittals the Contractor thereby represents that the Contractor has determined and verified all dimensions, quantities, field dimensions, relations to existing work, coordination with work to be installed later, coordination with information on previously accepted Shop Drawings, Product Data, Samples, or similar submittals and verification of compliance with all the requirements of the Contract Documents. The accuracy of all such information is the responsibility of the Contractor.

In reviewing Shop Drawings, Product Data, Samples, and similar submittals the Architect shall be entitled to rely upon the Contractor's representation that such information is correct and accurate.

3.18.1 Delete the phrase "(other than the Work itself)" in line 5.

Insert the words "or wrongful" after the word "negligent" in line 6.

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.1.2 In the first sentence of subparagraph 4.1.2 delete the word "Contractor".

4.1.3 Delete this subparagraph in its entirety.

4.2.11 Add the following to subparagraph 4.2.11:

The parties agree that the Architect's duties under this subparagraph shall be governed by Chapter 30, Section 39P of the General Laws of the Commonwealth of Massachusetts, as amended.

4.2.12 Delete the second sentence.

ARTICLE 5: SUBCONTRACTORS

5.2.1 Delete the last sentence of subparagraph 5.2.1.

5.2.2 Insert the following after the words "made reasonable" in the second sentence: "and legally permissible".

5.2.3 Delete sentence two and three of subparagraph 5.2.3.

5.3.1 Add at the end of subparagraph 5.3.1:

The applicable provisions of Chapter 149, Section 44F of the General Laws of the Commonwealth of Massachusetts shall apply to filed sub-bid subcontractors.

5.4.2 Delete subparagraph 5.4.2 in its entirety.

ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1.1 In sentence one of subparagraph 6.1.1 delete the following: "including those portions related to insurance and waiver of subrogation".

6.1.4 Delete subparagraph 6.1.4 in its entirety.

6.2.3 Delete the second sentence.

6.2.5 Delete subparagraph 6.2.5 in its entirety.

ARTICLE 7: CHANGES IN THE WORK

7.2.2 Revise subparagraph 7.2.2 to read as follows:

Unless otherwise provided in the Contract Documents, methods used in determining adjustments to the Contract Sum shall include those listed in subparagraph 7.3.3.

7.2.3 Add the following as new subparagraph 7.2.3:

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 materials, and the number of hours of work and hourly rate for each class of labor, as well as the description and amounts of all other costs chargeable under the terms of this Article. Unit labor costs for the installation of each item of materials 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 fact 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 furnishing 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.

7.3.3 Add the following sentence to paragraph 7.3.3

As used in the paragraph, "Cost" shall mean the estimated or actual net increase or decrease in cost to the Contractor, 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 of supervisory personnel not assigned full time to the site, or any amount for profit or fee to the Contractor, Subcontractor or Sub-subcontractor.

"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 Subcontractor shall be 15% of any net increase or 0% in decrease (credit) of Cost of any Work performed by the Subcontractor's own forces plus 7-1/2% of any aggregate net increase in the Cost of Work performed for the Subcontractor by the Sub-subcontractors. Percentage for the General Contractor shall be 15% of any net increase or 0% in decrease (credit) of Cost of any work performed by the Contractor's own forces plus 7-1/2% of any aggregate net increase in the Cost of any work performed for the Contractor by Subcontractors.

When in the reasonable judgment of the Architect and the Owner a series of Construction Change Directives or Change Orders effect a single change. Percentages shall be calculated on the cumulative net increase or decrease in Cost, if any.

7.3.8 Delete the second sentence.

ARTICLE 8: TIME

8.3.1 Change the phrase "other causes beyond the Contractor's control" in line 4 to read "other causes (except weather) beyond the Contractor's control".

Delete the words "pending mediation and arbitration" in line four.

Add at the end: “, and this shall be the Contractor’s sole remedy for such delay.”

8.3.3 Delete subparagraph 8.3.3 in its entirety.

8.4 Add the following paragraph 8.4

8.4 LIQUIDATED DAMAGES

8.4.1 It is expressly understood and agreed, by and between the Contractor and Owner, that the time for the completion of the Work described herein is a reasonable time for the completion of same, taking into consideration the average climatic range and usual industrial and/or residential conditions prevailing in this locality. If the said Contractor shall neglect, fail or refuse to complete the Work within the times herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner \$500.00 not as a penalty but as liquidated damages for such breach of contract, for each and every calendar day that the Contractor shall be in default after the time stipulated for completing the Work. The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be deducted by the Owner from periodic payments.

ARTICLE 9: PAYMENTS AND COMPLETION

9.3.1.1 Delete this subparagraph.

9.6.5 Delete this subparagraph.

9.6.7 Delete this subparagraph.

9.6.8 Add the following subparagraph 9.6.8 as follows:

9.6.8 Notwithstanding the provisions of paragraph 9.6 all progress payments shall be made in accordance with Chapter 30, Sections 39F and 39K of the General Laws of the Commonwealth of Massachusetts, as amended.

9.7 Delete paragraph 9.7.

9.8.5 Delete this subparagraph and substitute the following:

The Certificate of Substantial Completion shall be submitted to the Owner and Contractor by the Architect. The certificate shall state the date of substantial completion, shall state any consequent responsibilities of the Contractor and the Owner in accordance with the Contract Documents and shall fix the time within which the Contractor shall complete or correct any incomplete or defective work.

9.9.1 In the first sentence of subparagraph 9.9.1 delete the words “when such portion is designated by separate agreement with the Contractor” and “consented to by the insurer as required under Clause 11.4.1.5. and”.

9.10.4 Delete this subparagraph.

9.10.6 Add the following subparagraph:

9.10.6 Notwithstanding anything in the Contract Documents to the contrary, final payment shall be made in accordance with the requirements of G.L.c.30, 39K. as amended.

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.2.5 In line five of the first sentence of subparagraph 10.2.5 insert the word "solely" after the word "attributable". Delete the phrase "or by anyone for whose acts either of them may be liable," in line 6, and insert the words "either in whole or in part" after "attributable" in line 7.

10.2.9 -

10.2.12 Add new subparagraphs 10.2.9 through 10.2.12 as follows:

10.2.9 The Contractor shall provide and maintain in good operating condition suitable and adequate fire protection equipment and services, and shall comply with all reasonable recommendations regarding fire protection made by the representatives of the fire insurance company carrying insurance on the Work or by the local fire chief or fire marshall. The area within the site limits shall be kept orderly and clean, and all combustible rubbish shall be promptly removed from the site.

10.2.10 The Contractor shall at all times protect excavations, trenches, buildings and materials from rain water, groundwater, backup or leakage of sewers, drains and other piping, and from water of any other origin and shall remove promptly any accumulation of water. The Contractor shall provide and operate all pumps, piping and other equipment necessary to this end.

10.2.11 The Contractor shall remove snow and ice which might result in damage or delay.

10.2.12 During the progress of the Work and at all times prior to the date of Substantial Completion or occupancy of the Work by the Owner, whichever is earlier, the Contractor shall provide temporary heat, ventilation, and enclosure, adequate to permit the Work to proceed in a timely fashion, and to prevent damage to completed Work or Work in progress, or to materials stored on the premises.

10.3.1 Delete this subparagraph in its entirety and substitute the following:

If the Contractor encounters or recognizes on the site any material known or reasonably believed to be hazardous, including but not limited to asbestos or polychlorinated biphenyl (PCB), the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Architect in writing. The Contractor and the Owner shall cooperate in implementing measures to remove or contain said material and the Contractor shall comply with all directions of the Architect in the implementation of such removal or containment.

10.3.2 Delete this subparagraph in its entirety.

10.3.3 Delete this subparagraph in its entirety.

10.4 - Delete these paragraphs in their entirety.

ARTICLE 11: INSURANCE

11.1.2 Change subparagraph 11.1.2 to read as follows:

11.1.2 The insurance required by subparagraph 11.1.1 shall include all major divisions of coverage, and shall be on a comprehensive general basis including Premises and Operations (including X-C-U), Owner's and Contractor's Protective, Products and Completed Operations, and Owned, Non-owned, and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or those set forth 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 termination of any coverage required to be maintained after final payment. The Owner shall be added as an Additional Insured on all policies.

Coverage for such liability insurance shall be provided by a company or companies acceptable to the Owner and authorized to do business in Massachusetts. The Contractor shall furnish to Owner written confirmation as to the insurance carrier's most current financial ratings prior to commencing work.

11.1.3 Add the following at the end of the second sentence of subparagraph 11.1.3.

These certificates shall set forth evidence of all coverage required by 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.

11.1.4 Add the following subparagraph 11.1.4:

11.1.4 In no case shall the limits of liability be less than the following:

1. Contractor's Liability Insurance
 - a. Workers Compensation:
 1. State: Statutory
 2. Employer Liability:
 3. \$ _____ Bodily Injury by Accident
 - \$ _____ Bodily Injury by Disease - policy limit
 3. \$ _____ Bodily Injury by Disease - each
 - \$ _____ Umbrella Liability - all limits
 - b. Comprehensive General Liability (including Premises-Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage):
 1. Bodily Injury:
 - \$ 1,000,000 Each Occurrence
 - \$ 3,000,000 Aggregate, Products and Completed
 - \$ 3,000,000 Operations
 2. Property Damage Liability (including coverage for XCU hazards).
 - \$ 100,000 Each Occurrence
 - \$ 100,000 Aggregate

3. Products and Completed Operations insurance shall be maintained for a minimum period of 2 years after final payment and Contractor shall continue to provide evidence of such coverage to Owner on an annual basis during the aforementioned.
 4. Contractual Liability (Hold Harmless Coverage):
\$ _____ Bodily Injury Each Occurrence
\$ _____ Property Damage Each Occurrence
\$ _____ Property Damage Aggregate
 5. Personal Injury, with Employment Exclusion deleted:
\$ _____ All Limits
- c. Comprehensive Automobile Liability (owned, non-owned, hired):
1. Bodily Injury
\$ 500,000 Each Person
\$ 500,000 Each Accident
 2. Property Damage
\$ 50,000 Each Accident
 3. Umbrella Liability Coverage
\$ _____ All Limits

11.2.1 Delete this subparagraph and substitute the following:

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.

11.3.1 Delete subparagraph 11.3.1 and insert the following subparagraph

11.3.1 The Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. Coverage for such liability insurance shall be provided by a company or companies acceptable to the Owner and authorized to do business in Massachusetts. The Contractor shall furnish to Owner 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 Owner shall be named insured within the policy.

11.3.1.1-

11.3.1.5 Delete subparagraphs 11.3.1.1 and 11.3.1.5 in their entirety and substitute the following:

The Owner shall have the power to adjust and settle with its insurers any loss for which it has obtained insurance.

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 of damaged work shall be covered by an appropriate change order.

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.2.1.1 Add at the end of subparagraph 12.2.1:

"The Contractor shall bear the cost of any cost, loss, or damages to the Owner resulting from such failure or defect."

12.2.2.1 Delete the third sentence.

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.2.1 Delete the phrase "Except as provided in Section 13.2.2," from the second sentence.

13.2.2 Delete this subparagraph.

13.5.4 Change subparagraph 13.5.4 to read as follows:

13.5.4 The Contractor shall obtain and deliver promptly to the Architect any occupancy permit and any certificates of final inspection of any part of the Contractor's work and operating permits for any mechanical apparatus, such as elevators, escalators, boilers, air compressors, etc., which may be required by law to permit full use and occupancy of the premises by the Owner. Receipt of such permits or certificates by the Architect shall be a condition precedent to Substantial Completion of the Work.

13.7 Delete Paragraph 13.7.

13.8 Add new Paragraph 13.8.

13.8 LIMITATION OF LIABILITY

13.8.1 The Owner shall be liable, if ever, only to the extent of its interest in the Project; and no officer, director, partner, agent or employee of the Owner shall ever be personally or individually liable with respect to this Contract or the Work. Each Subcontract shall include the foregoing limitation, which shall be effective if the Owner ever succeeds to the Contractor's rights and obligations under a Subcontract.

13.9 Add new Paragraph 13.9

13.9 DEFENSE OF SUITS

13.9.1 The Contractor shall be responsible for, shall defend and pay all costs, attorneys' fees and liabilities both direct and indirect as a result of suits arising out of this Contract.

13.9.2 Neither final acceptance nor occupation of the premises by the Owner shall relieve the Contractor of responsibility for all claims for labor, materials, and equipment arising out of this contract.

13.9.3 The Contractor shall indemnify and hold harmless the Owner and the Architect and their agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the work.

ARTICLE 14: TERMINATION OF THE CONTRACT

14.1.1.1 -

14.1.1.4 Delete subparagraphs 14.1.1.1, 14.1.1.2 and 14.1.1.4

14.1.2 Delete this subparagraph in its entirety.

14.1.3 Revise subparagraph 14.1.3 as follows:

If one of the above reasons exists, the Contractor may, upon seven additional days written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for the Work executed and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. The payment for materials or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to the Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interest.

14.1.4 Delete this subparagraph.

14.2.2 Delete the phrase “, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action,” in lines 1 and 2.

14.2.2.3 Delete the second sentence of this subparagraph.

14.4.3 Delete subparagraph 14.4.3 and substitute the following:

In the event that the Contract is terminated pursuant to paragraph 14.1, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for materials or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to the Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interest.

END OF SECTION 00800

Part 5-
TECHNICAL SPECIFICATIONS

The following Division 01 and Division 07 Sections comprise all of the technical specifications included in this contract and appear on the following pages:

DIVISION 01 - GENERAL REQUIREMENTS

010100	Summary of Work
012900	Payment Procedures
013100	Project Managements
013300	Submittals
015000	Temporary Facilities & Controls
017700	Contract Closeout

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

077253	Roof Accessories: Roof De-Icing System
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**SECTION 01 0100
SUMMARY OF WORK**

PART 1 - GENERAL

1.00 PROVISIONS INCLUDED

- A. Drawings and general provisions of Contract, including general, Supplementary and Special Conditions and Division 1, Specification sections, apply to work of this Section.

1.01 DESCRIPTION

- A. The work to be done under this Contract consists of all Work required for the installation of a roof ice control system for select areas of the roof perimeter at the existing two-story Senior Center Building at 20 Pleasant Street, Westford, MA, 01886.
- B. In broad outline, the work consists of:
 - 1. Erection of scaffolding and staging without disrupting Senior Center operations.
 - 2. Installation of specified roof ice control system at existing roof eaves.
 - 3. Installation of system controller and electrical connections for specified roof ice control system by qualified installer.
 - 4. Demonstration and training for operation of roof ice control system.
- C. The work includes all work incidental to the foregoing in accordance with the Contract and as described in the accompanying Specifications and Drawings.

1.02 SCHEDULING OF WORK

- A. There are private owners of adjacent properties. The Contractor shall cooperate with the Owners to minimize conflict and to facilitate the Owner's operations. The Contractor shall not permit construction of this Project to interfere with normal operation, and shall take all necessary safety precautions, maintain adequate access and egress to the sites at all times.
- B. The Contractor shall maintain all work areas, and adjacent involved areas at all times, under the strictest of controls, as safe environments for the neighbors and users of the site. Work areas shall be separated from all other areas, at all times, by suitable barriers which shall prevent entry into those areas. No tools, equipment, debris, ropes, wires, cables, or other such materials shall be left where anyone can come into contact with them.
- C. Before commencing the Work, the Contractor shall present to the Architect for approval a proposed construction operations schedule.

1.03 CONTRACTOR USE OF PREMISES

- A. The properties adjacent to the site and the Senior Center will be occupied and in use during the construction period. The Contractor shall take all due and proper precautions so as not to prohibit or hinder normal activities of same, and to prevent noise, dirt, dust, vibrations, odor and other nuisances. The Contractor shall abide by all regulations of the Town of Westford pertaining to use and occupancy of the Project Site. In particular, Work performed outside of the Contractor's work area on other property of the Owner shall conform to the following:
 - 1. Roads, sidewalks, parking lots or other such facilities shall not be used for parking. Use designated construction employee's parking lots only.
 - 2. All safety and security regulations shall be followed and enforced. Obey speed limits.
 - 3. Insofar as practicable, activities shall be confined to within the Contractor's work area, and work outside of such area shall not commence without first notifying and obtaining the prior, written approval of the Town of Westford.
 - 4. All Contractors and their employees shall be able to use the Senior Center sanitary facilities. The Contractor's site superintendent and project manager will also be allowed to make use of the Senior Center's offices and communications. Contractors and their employees are expected to limit disruption of Senior Center activities by their presence and to take all precautions to avoid bringing dirt, dust, and debris into the Senior Center.
 - 5. Contractor shall perform his work so as not to prevent legal, barrier free and safe access to the property, adjacent properties and their services.
- B. The Contractor shall erect and supply identifying signs, directing persons and suppliers of material, to the Project Site.

1.04 TIME OF COMPLETION

- A. The work shall be commenced at the time stated in the Notice to the Contractor to proceed and shall be completed within 45 consecutive calendar days thereafter to allow time for submittal review and product procurement. The contractor shall complete the installation of the panels in no greater than 14 consecutive calendar days within the 45 day allotment.
- B. The Contractor shall maintain a sufficient work force at all times to insure satisfactory completion within allotted construction time period.

END OF SECTION

**SECTION 01 2900
PAYMENT PROCEDURES**

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
 - 1. Division 1 Section "Project Management" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.

1.2 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.3 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with Continuation Sheets.
 - b. Submittals Schedule.
 - c. Contractor's Construction Schedule.
 - 2. Submit the Schedule of Values to Architect at earliest possible date but no later than ten days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 - 2. Submit draft of AIA Document G703 Continuation Sheets.
 - 3. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.

- b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value.
 - 1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
 5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 6. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
 7. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
 8. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
 9. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.4 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.

1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of Values.
 3. Contractor's Construction Schedule.
 4. Submittals Schedule.
 5. List of Contractor's staff assignments.
 6. List of Contractor's principal consultants.
 7. Copies of building permits.
 8. Report of preconstruction conference.
 9. Certificates of insurance and insurance policies.
 10. Performance and payment bonds.
 11. Data needed to acquire Owner's insurance.
- H. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.

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3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
6. AIA Document G707, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.
8. Final, liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

**SECTION 01 3100
PROJECT MANAGEMENT**

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Administrative and supervisory personnel.
 - 2. Project meetings.
 - 3. Requests for Interpretation (RFIs).
- B. Related Sections include the following:
 - 1. Division 1 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.2 DEFINITIONS

- A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

1.3 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, which depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's Construction Schedule.
 - 2. Preparation of the Schedule of Values.

3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.
9. Project closeout activities.

1.4 SUBMITTALS

- A. Key Personnel Names: Within 10 days of the Notice to Proceed, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
1. Post copies of list in Project meeting room in the Senior Center.

1.5 PROJECT MEETINGS

- A. Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
- B. Progress Meetings: Conduct a minimum of (2) progress meetings over the course of the installation. The first meeting shall occur within 7 days of the Notice to Proceed. The second meeting shall be during the first week of installation.
1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 3. Minutes: Architect will record and distribute to Contractor the meeting minutes.
 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

1.6 REQUESTS FOR INTERPRETATION (RFIs)

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
1. Project name.
 2. Date.
 3. Name of Contractor.
 4. Name of Architect.
 5. RFI number, numbered sequentially.
 6. Specification Section number and title and related paragraphs, as appropriate.
 7. Drawing number and detail references, as appropriate.
 8. Field dimensions and conditions, as appropriate.
 9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 10. Contractor's signature.
 11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
 - a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
- C. Hard-Copy RFIs: Form at end of this Section.
1. Identify each page of attachments with the RFI number and sequential page number.
- D. Software-Generated RFIs: Software-generated form with substantially the same content as indicated above.
1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- E. Architect's Action: Architect will review each RFI, determine action required, and return it. Allow seven working days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Architect's actions on submittals.
 - f. Incomplete RFIs or RFIs with numerous errors.
 2. Architect's action may include a request for additional information, in which case Architect's time for response will start again.

3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 1 Section "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.

- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.

- G. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Include the following:
 1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Architect.
 4. RFI number including RFIs that were dropped and not submitted.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Architect's response was received.
 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

END OF SECTION

**SECTION 01 3300
SUBMITTALS**

PART -1 GENERAL

1.00 PROVISIONS INCLUDED

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1, Specification sections, apply to work of this section.

1.01 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. General:
 - 1. The Contractor shall submit, to the Architect, Shop Drawings, Product Data and Samples required by Specification Section.
- B. Shop Drawings are original drawings, prepared by Contractor, Subcontractor, Supplier or Distributor, which illustrate some portion of the Work, showing fabrication, layout, setting or erection details.
 - 1. Shop Drawings shall be prepared by a qualified detailer.
 - 2. Shop Drawings shall identify details by reference to sheet and detail number shown on Contract Drawings.
- C. Project Data:
 - 1. Manufacturer's standard schematic drawings:
 - a. Modify drawings to delete information which is not applicable to Project.
 - b. Supplement standard information to provide additional information applicable to Project.
 - 2. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data:
 - a. Clearly mark each copy to identify pertinent materials, products or models.
 - b. Show dimensions and clearances required.
 - c. Show performance characteristics and capacities.
 - d. Show wiring diagrams and controls.
- D. Samples are physical examples to illustrate materials, equipment or workmanship, and to establish standards by which completed Work is judged.
 - 1. Office samples: of sufficient size and quantity to clearly illustrate:
 - a. Functional characteristics of product or material, with integrally related parts and attachment devices.
 - b. Full range of color samples.
 - c. After review, approved samples may be incorporated into the Project, if not retained for comparison.
 - 2. Field samples and mock-ups:

- a. Erect at Project Site in location designated by Architect.
- b. Construct each Sample of mock-up complete, including Work of all trades required in finished Work.

E. Contractor Responsibilities:

1. Review Shop Drawings, Product Data and Samples prior to submission.
2. Verify:
 - a. Field measurements.
 - b. Field construction criteria.
 - c. Catalog numbers and similar data.
 - d. Conformance with specifications.
3. Coordinate each submittal with requirements of Work and Contract Documents.
4. Contractor's responsibility for errors and omissions in submittals is not relieved by Architect's review of submittals.
5. Contractor's responsibility for deviations in submittal from requirements of Contract Documents is not relieved by Architect's review of submittals, unless Architect gives written acceptance of specific deviations.
6. Notify Architect in writing at time of submission of deviations in submittals from requirements of Contract Documents.
7. Begin no Work which requires submittals until return of submittals with Architect's stamp and initials or signature indicating review.
8. After Architect's review, distribute required copies.

F. Submission Requirements:

1. Make submittals promptly in accordance with the approved schedule, and in such sequence as to cause no delay in the Work.
2. Submit six copies of shop drawings and product data, unless otherwise specified.
3. Submit two (2) Samples, unless otherwise specified.
4. Accompany submittals with transmittal letter containing:
 - a. Date.
 - b. Project title and number.
 - c. Contractor's name and address.
 - d. Number of each Shop Drawing, Project Data and Sample submitted.
 - e. Notification of deviations from Contract Documents.
5. Submittals shall include:
 - a. Date and revision dates.
 - b. Project title and number.
 - c. The names of:
 - 1) Architect
 - 2) Contractor
 - 3) Subcontractor
 - 4) Supplier
 - 5) Manufacturer
 - 6) Separate detailer when pertinent.
 - d. Identification of product or material.
 - e. Relation to adjacent structure or materials.
 - f. Field dimensions, clearly defined as such.
 - g. Specification Section number.

- h. Applicable standards, such as ASTM number or Federal Specification.
 - i. A blank space for Architect's stamp.
 - j. Identification of deviations from Contract Documents.
 - k. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of field measurements and compliance with Contract Documents.
 - l. Requests for substitution shall be accompanied by a completed "Substitution Request Form" as found herein.
- G. Resubmission Requirements:
- 1. Shop Drawings:
 - a. Revise initial drawings as required and resubmit as specified for initial submittal.
 - b. Indicate on drawings any changes which have been made other than those required for initial submittal.
 - 2. Product Data and Samples: Submit new data and samples as required for initial submittal.
- H. Distribution of Submittals After Review:
- 1. Distribute copies of Shop Drawings and Project Data which carry Architect's stamp to:
 - a. Contractor's file.
 - b. Job site file.
 - c. Record documents file.
 - d. Appropriate Subcontractors, Suppliers and Fabricators.
 - 2. Distribute Samples as directed.
- I. Architect's Duties:
- 1. Review submittals with reasonable promptness.
 - 2. Review for:
 - a. Design concept of Project.
 - b. Information given in Contract Documents.
 - c. Assembly.
 - 3. Review of separate item does not constitute review of an assembly in which item functions.
 - 4. Affix stamp and initials or signature certifying to review of submittal.
 - 5. Return submittals to Contractor for distribution.

END OF SECTION

SECTION 01 5000
TEMPORARY FACILITIES & CONTROLS

PART -1 GENERAL

1.00 PROVISIONS INCLUDED

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1, Specification sections, apply to work of this section.

1.01 SUMMARY

- A. The Contractor shall be responsible for providing and maintaining all, construction aids and other temporary construction facilities and controls as specified herein, until Substantial Completion.
- B. Nothing in this section is intended to limit types and amounts of temporary work required for successful completion of Project.
- C. Contractor shall maintain utilities to existing building to maintain full operation of this facility during construction.

1.02 SANITARY FACILITIES

- A. The Contractor and its employees shall be permitted to use the sanitary facilities within the existing Senior Center. The Contractor shall discuss this arrangement with the Senior Center before use.

1.03 CONSTRUCTION AIDS

- A. Noise, Dust and Pollution Control: Provide materials and equipment necessary to comply with local requirements for noise, dust and pollution control.
- B. Access: Provide ramps, stairs, ladders, platforms, and lifts where required to perform Work and facilitate inspection.

1.04 BARRIERS

- A. Provide as required to prevent public entry to construction areas and to protect adjacent properties from damage from construction operation.

1.05 CLEANING DURING CONSTRUCTION

- A. Control accumulation of waste materials and rubbish; dispose of off-site in accordance with local and State laws and regulations of the site.

1.06 CONSTRUCTION SIGNS

- A. Construction signs or advertisements will not be allowed to be displayed without the written approval of the Owner.

1.07 TRAFFIC REGULATION

- A. Construction traffic and parking: Restrict to areas which the Owner will designate. Construction staging area for materials storage and uses by Contractor during construction shall be limited to the area assigned.

1.08 TEMPORARY OFFICES

- A. The Contractor's site superintendent and project manager shall be allowed to use communications and administrative spaces within the Senior Center to conduct business required to advance the project. The Contractor shall discuss this arrangement with the Senior Center before use.

1.09 REMOVAL

- A. Remove temporary materials, equipment, services, and construction prior to Substantial Completion Inspection.
 - 1. Terminate use and remove facilities at earliest reasonable time during construction, when facilities are no longer needed.
- B. Clean and repair damage caused by installation or use of construction aids.

END OF SECTION

**SECTION 01 7700
CONTRACT CLOSEOUT**

PART 1 - GENERAL

1.00 PROVISIONS INCLUDED

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

1.01 SUBSTANTIAL COMPLETION

- A. When Contractor considers the Work or a designated portion thereof is substantially complete, submit written notice, with list of items to be completed or corrected.

- 1. Progress Payment Request: Indicate 100% for portions of Work claimed as substantially complete and list incomplete items with value of incomplete items; note reasons for being incomplete.
- 2. Advise Owner of pending insurance change-over requirements.
- 3. Submit warranties, maintenance agreements, final certifications, and similar documents.
- 4. Obtain and submit release enabling Owner's full and unrestricted use of Project and access to services and utilities, including occupancy permits, operations certificates, and similar releases.
- 5. Submit record documents, material and finish manuals, maintenance manuals, and similar final record information.
- 6. Deliver tools, spare parts, extra stocks of materials, and similar items to Owner.
- 7. Complete start-up testing of systems, and instruction of Owner's operating and maintenance personnel.
- 8. Touch-up, repair and restore marred exposed finishes.

- B. Within a reasonable time, Architect will inspect status of completion. Should Architect determine Work is not substantially complete, Contractor will be promptly notified in writing, giving reasons.

- C. Contractor shall remedy deficiencies and send a second written notice of substantial completion; Architect will re-inspect Work.

- 1. Contractor shall pay for Architect's time and direct expenses where more than two substantial completion inspections are required.

- D. When Architect determines Work is substantially complete, a Certificate of Substantial Completion will be prepared in accordance with General Conditions.

1.02 FINAL COMPLETION

- A. When Work is complete, submit written certification that:

- 1. Work has been inspected for compliance with Contract Documents.

2. Work has been completed in accordance with Contract Documents and deficiencies listed with certificate of Substantial Completion have been corrected.
3. Equipment and systems have been tested in presence of Owner's representative and are operational.
4. Work is complete and ready for final inspection.

B. Special Submittals: In addition to submittals required by Contract submit following:

1. Provide submittals required by governing authorities.
2. Submit final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.
3. Submit consent of surety.

1.03 PROJECT RECORD DRAWINGS

A. Keep documents current; do not permanently conceal any work until required information has been recorded.

1. Store reproducible Drawings, one set of Project Manual, and one copy of each change Order separate from document used for construction, for use as Project Record Documents.
2. Indicate actual work on Drawings; indicate actual products used in Project Manual, including manufacturer, model number and options.
3. Where feasible, use colors to distinguish between variations in separate categories of work.
4. Record Submittals: Maintain one copy of each submittal, marked where variations occurred in actual work.
5. Record Samples: Immediately prior to Substantial Completion, Architect and Owner will determine which submitted samples will be transmitted to Owner for record purposes.

B. At Contract closeout submit documents with transmittal letter containing data, Project title, Contractor's name and address, list of documents, and signature of Contractor.

1.04 OPERATION & MAINTENANCE DATA

A. Provide data for:

1. Electrically operated items.

B. Submit three sets prior to final inspection, bound in 8-1/2" x 11" three-ring binders with durable plastic covers.

1. Include wiring diagrams where available from manufacturers.

D. Arrange by specification division and give names, addresses, and telephone numbers of subcontractors and suppliers. List:

1. Appropriate design criteria.
2. List of equipment and parts lists.

3. Operating and maintenance instructions.
4. Shop drawings and product data.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.01 SYSTEMS DEMONSTRATIONS

- A. Prior to final inspection, demonstrate operation of each system to Architect, Town Employee Maintenance Personnel and Owner.
- B. Instruct Owner's personnel in operation, adjustment, and maintenance of equipment and systems, using operation and maintenance data as basis of instruction.

3.02 FINAL CLEANING

- A. Execute final cleaning to new and clean condition, free of stains and noticeable soiling, prior to final inspection.
 1. Comply with manufacturers' instructions for cleaning operations.
 3. Clean transparent and reflective materials to polished condition.
 5. Clean equipment and fixtures to a sanitary condition; remove excess lubrication and similar substances.
 7. Clean the site, including landscape development areas. Sweep paved areas broom clean; rake grounds that are neither paved nor planted.
 8. Remove waste, surplus materials and rubbish from Project and site.
- B. Where extra materials of value remain, dispose to Owner's best advantage as directed by Architect.

END OF SECTION

SECTION 07 7253
ROOFING ACCESSORIES: ROOF DE-ICING SYSTEM

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. De-Icing Eave Panel with Regulating Heat Cable
- B. Drawings and general provisions of Contract, including General Conditions and Division 1, Specification Sections, apply to this Section.

1.2 SUBMITTALS

- A. Make Submittals in accordance with Section 013300.
- B. Product Data: For each type of product indicated.
- C. Samples for Verification: For the following products, of sizes indicated, to verify color selected:
 - 1. Eave Panel Exposed Surface: 6" x 12".
- D. Qualification Data: For qualified Installer.
- E. Maintenance Data: For each component to include in maintenance manuals.
- F. Warranties: Sample of warranty.

1.3 QUALITY ASSURANCE

- A. Preinstallation Conference: Conduct conference at Project site.
- B. Manufacturer Representative: Provide one (1) day of field service by manufacturer's representative to assist with layout, start-up, and commissioning of system.

1.4 PROJECT CONDITIONS

- A. Existing Conditions: Contractor to inspect existing asphalt shingle roof and repair areas that are damaged or not secure. The installation area of the roof is to be free of debris, loosing roofing materials, ice and snow. Damaged shingles are to be replaced to match existing. Damaged underlayment is to be replaced with a self-adhered underlayment.
 - 1. Install self-adhering sheet underlayment within the range of ambient and substrate temperatures recommended by manufacturer.

1.5 WARRANTY

- A. Standard Warranty: Standard lifetime warranty.
 - 1. Materials covered under the warranty include:
 - a. Aluminum Alloy Panels
 - b. Expansion Joint Caps
 - c. Mounting Brackets
 - d. Heat Cables
 - e. Powder Coating Finish

PART 2 - PRODUCTS

2.1 ROOF DE-ICING SYSTEM

- A. Eave Panel: Basis-of-Design product is GM-2X T2 Eave Panel by Thermal Technologies [(888) 635-8123, www.thermaltechusa.com, local representation vleonard@tycothermal.com, 508-641-3341].
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. De-Ice-It [(888) 933-4239, www.deiceit.com, Chagrin Falls, OH]
 - b. Bylin Engineered Systems, [(888) 313-5666, www.bylinusa.com, El Dorado Hills, CA].
 - 2. Panel Material: Aluminum Alloy 6063 Temper – T5
 - 3. Panel Size: 12" x 6'
 - 4. Heating System: Commercial Grad-Self Regulating Heat Cable, model GM-2X 208-277 volt, as manufactured by Raychem Corp. or approved equal.
 - 5. Product Finish: High Grade Powder Coating
 - 6. Color: As selected by Architect from manufacturer's full range.
 - 7. Components: 6" Aluminum Alloy Snap-Loc Top, 6" Aluminum Alloy Eave Base Panel, 6" Aluminum Alloy Transition and Aluminum Expansion Joint Cap, 2' Electric Heat Cable.
 - 8. Option: Ambient Thermostat control.
 - 9. Electrical Requirements: 30 mA Ground Fault Circuit protection.

2.2 REPAIR MATERIALS

- A. Felt: ASTM D 226 or ASTM D 4869, Type I, asphalt-saturated organic felts, nonperforated.
- B. Self-Adhering Sheet Underlayment, Polyethylene Faced: ASTM D 1970, minimum of 40-mil- (1.0-mm-) thick, slip-resisting, polyethylene-film-reinforced top surface laminated to SBS-modified asphalt adhesive, with release paper backing; cold applied.
- C. Laminated-Strip Asphalt Shingles: ASTM D 3462, laminated, multi-ply overlay construction, glass-fiber reinforced, mineral-granule surfaced, and self-sealing.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. CertainTeed Corporation.
 - b. GAF Materials Corporation.

- c. IKO.
 - d. Owens Corning.
 - 2. Butt Edge: Crenulated cut.
 - 3. Strip Size: Manufacturer's standard.
 - 4. Algae Resistance: Granules treated to resist algae discoloration.
 - 5. Color and Blends: To match existing.
- D. Accessories
- 1. Asphalt Roofing Cement: ASTM D 4586, Type II, asbestos free.
 - 2. Roofing Nails: ASTM F 1667; stainless-steel, copper, or hot-dip galvanized-steel wire shingle nails, minimum 0.120-inch- (3-mm-) diameter, barbed shank, sharp-pointed, with a minimum 3/8-inch- (9.5-mm-) diameter flat head and of sufficient length to penetrate 3/4 inch (19 mm) into solid wood decking or extend at least 1/8 inch (3 mm) through OSB or plywood sheathing.
 - a. Where nails are in contact with metal flashing, use nails made from same metal as flashing.
 - 3. Felt Underlayment Nails: Aluminum, stainless-steel, or hot-dip galvanized-steel wire with low-profile capped heads or disc caps, 1-inch (25-mm) minimum diameter.
 - 4. Drip Edges: Fabricate in lengths not exceeding 10 feet (3 m) with 2-inch (50-mm) roof-deck flange and 1-1/2-inch (38-mm) fascia flange with 3/8-inch (9.6-mm) drip at lower edge.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine existing asphalt shingle roof in areas of de-icing system installation with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
 - 1. Verify that existing asphalt shingle roof is in good condition and secured to substrate. Repair any damaged shingles or underlayment.
 - 2. Verify that areas of work are free of debris, ice and snow.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 REPAIR MATERIALS INSTALLATION

- A. Comply with asphalt shingle and underlayment manufacturer's written installation instructions applicable to products and applications indicated.

3.3 DE-ICING SYSTEM INSTALLATION

- A. Comply with de-icing system manufacturer's written installation instructions applicable to products and applications indicated.

END OF SECTION



20 PLEASANT STREET
WESTFORD, MA 01886

Forge Pond
Boat Launch

GMI
ARCHITECTS

4 EDGERLY PLACE BOSTON, MA
617 423 9399 02116
412A THAMES STREET BRISTOL, RI
401 396 9088 02809

Cameron Senior Center
Roof Ice Control System
20 Pleasant Street, Westford, MA 01886

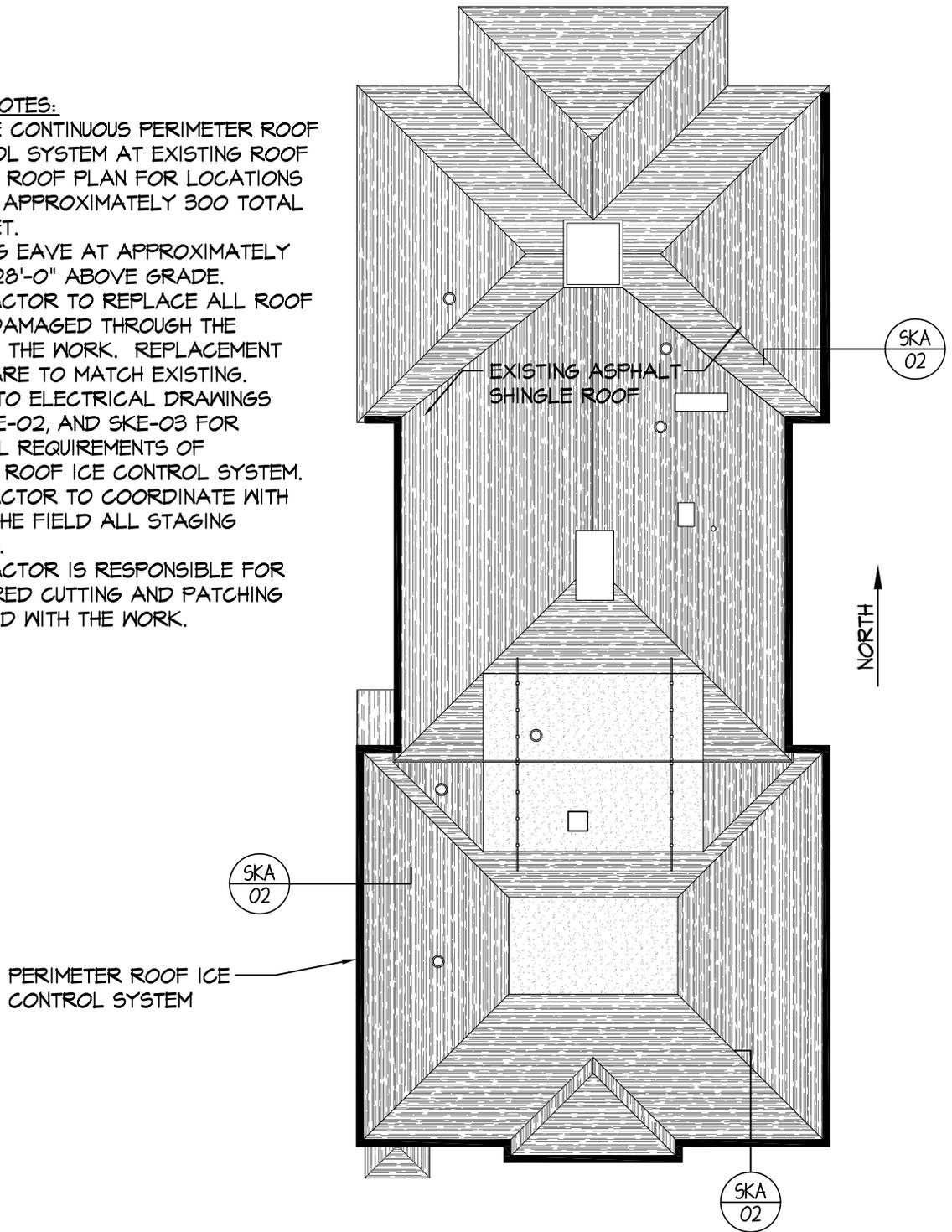
LOCUS PLAN

JOB NO: 11091
SCALE: NTS
DATE: 10/13/11
DRAWN BY: JMH



GENERAL NOTES:

1. PROVIDE CONTINUOUS PERIMETER ROOF ICE CONTROL SYSTEM AT EXISTING ROOF EAVE. SEE ROOF PLAN FOR LOCATIONS INDICATED, APPROXIMATELY 300 TOTAL LINEAR FEET.
2. EXISTING EAVE AT APPROXIMATELY 26'-0" TO 28'-0" ABOVE GRADE.
3. CONTRACTOR TO REPLACE ALL ROOF SHINGLES DAMAGED THROUGH THE COURSE OF THE WORK. REPLACEMENT SHINGLES ARE TO MATCH EXISTING.
4. REFER TO ELECTRICAL DRAWINGS SKE-01, SKE-02, AND SKE-03 FOR ELECTRICAL REQUIREMENTS OF PERIMETER ROOF ICE CONTROL SYSTEM.
5. CONTRACTOR TO COORDINATE WITH OWNER IN THE FIELD ALL STAGING LOCATIONS.
6. CONTRACTOR IS RESPONSIBLE FOR ALL REQUIRED CUTTING AND PATCHING ASSOCIATED WITH THE WORK.



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Roof Ice Control System

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ROOF PLAN

JOB NO: 11091

SCALE: 20" = 1'-0"

DATE: 10/13/11

DRAWN BY: JMH



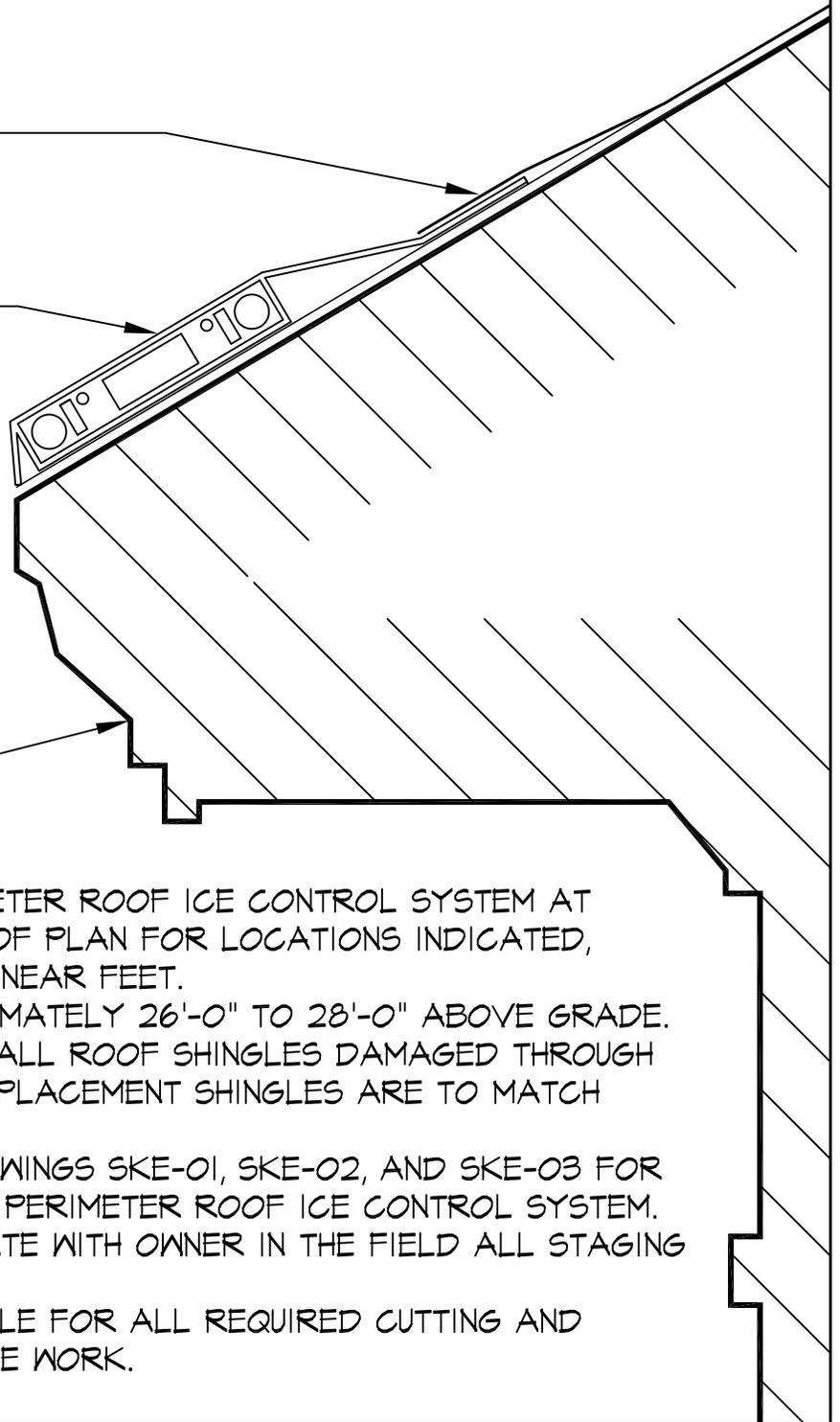
GMI
ARCHITECTS

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412A THAMES STREET BRISTOL, RI 02809
617 423 9399 401 396 9088

OVERLAP EXISTING SHINGLES
AT NEW INSTALLATION

PERIMETER ROOF ICE
CONTROL SYSTEM

EXISTING WALL AND
ROOF PROFILE



GENERAL NOTES:

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SECTION

JOB NO: 11091

SCALE: 3" = 1'-0"

DATE: 10/13/11

DRAWN BY: JMH



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LEGEND



TEMPERATURE SENSOR CONTROLLER,
THERMAL TECH. CAT. NO. 42001-NEL



REMOTE ANNUNCIATOR, THERMAL TECH. CAT.
NO. CDP-2



JUNCTION BOX



PANELBOARD/LOADCENTER



HOMERUN TO PANEL 'HP2'



CIRCUIT BREAKER, UL LISTED COMPATIBLE
WITH EXISTING PANELBOARD

NOTES:

1. PERIMETER ROOF ICE CONTROL SYSTEM SHALL CONSIST OF THERMAL TECH. T2 EAVE PANEL SYSTEM, HEAT TRACE CABLE, AND TEMPERATURE SENSOR CONTROLS OR EQUAL.
2. REPLACE EXISTING 20A/3P CIRCUIT BREAKER WITH NEW 30A/3P CIRCUIT BREAKER, UL LISTED COMPATIBLE WITH EXISTING PANEL HP2 TO FEED NEW LOADCENTER. PROVIDE WITH BREAKER LOCK.
3. PROVIDE NEW 12 CIRCUIT 100AMLO 208Y/120V 3PH LOADCENTER WITH (4) 20A/2P GFCI CIRCUIT BREAKERS TO SERVE NEW PERIMETER ROOF ICE CONTROL SYSTEM. PROVIDE WITH BREAKER LOCKS.
4. HEAT TRACE CABLE SHALL BE #16AWG SELF REGULATED, THERMAL TECH. CAT. NO. 10-SJ/SJP. EACH RUN OF HEAT TRACE CABLE MOUNTED IN EAVE PANEL SYSTEM SHALL BE CONTINUOUS, MAXIMUM ALLOWED CABLE LENGTH IS 187LF.
5. WORK SHALL COMPLY WITH MA ELECTRICAL CODE, WITH PARTICULAR NOTE OF CHAPTER 426.

SPECIFICATIONS:

1. CONDUCTORS AND CABLE SHALL BE MINIMUM #12 AWG, 600V., COPPER WITH TYPE THWN-THHN INSULATION. WIRE SHALL BE STRANDED.
2. CONDUIT SHALL BE AS FOLLOWS:
 - a) EMT UL 797 - USE FOR INTERIOR BRANCH CIRCUITS (CONCEALED).
 - b) RMC UL 6 - FOR ALL EXTERIOR LOCATIONS.
3. BOXES - UL LISTED NEMA OS1, WITH MARKED VOLUME. SIZE BOXES IN ACCORDANCE WITH VOLUME REQUIREMENTS OF MEC.
4. CIRCUIT BREAKERS SHALL BE THERMAL-MAGNETIC QUICK MAKE, QUICK BREAK TRIP FREE BOLT-ON OR PLUG-IN MOLDED CASE CIRCUIT BREAKERS UL LISTED COMPATIBLE WITH NEW & EXISTING PANELBOARDS AND LOADCENTER.
5. LOADCENTERS SHALL BE PLUG-IN CIRCUIT BREAKER TYPE WITH COPPER LOAD, NEUTRAL AND GROUND BUS. MINIMUM INTERRUPTING CAPACITY SHALL BE 10,000 AMPS SYMMETRICAL AT 240 VOLTS. PROVIDED WITH NEMA 1 ENCLOSURE WITH LOCKING DOOR. LOADCENTERS AND BREAKERS SHALL BE CUTLER-HAMMER, SQUARE D, OR G.E. PROVIDE TYPED IDENTIFICATION DIRECTORY IN PANELBOARDS INDICATING CIRCUIT FUNCTION OR EQUIPMENT SERVED.
6. PROVIDE BLACK PLASTIC NAMEPLATES WITH 1/4" HIGH RECESSED WHITE LETTERS FOR LOADCENTERS, AND OTHER ELECTRICAL EQUIPMENT SECURED WITH GALVANIZED SCREWS.
7. PROVIDE ALL GROUNDING AND BONDING AS REQUIRED BY THE MEC. GREEN EQUIPMENT GROUNDING CONDUCTORS SHALL BE INSTALLED IN ALL RACEWAYS.



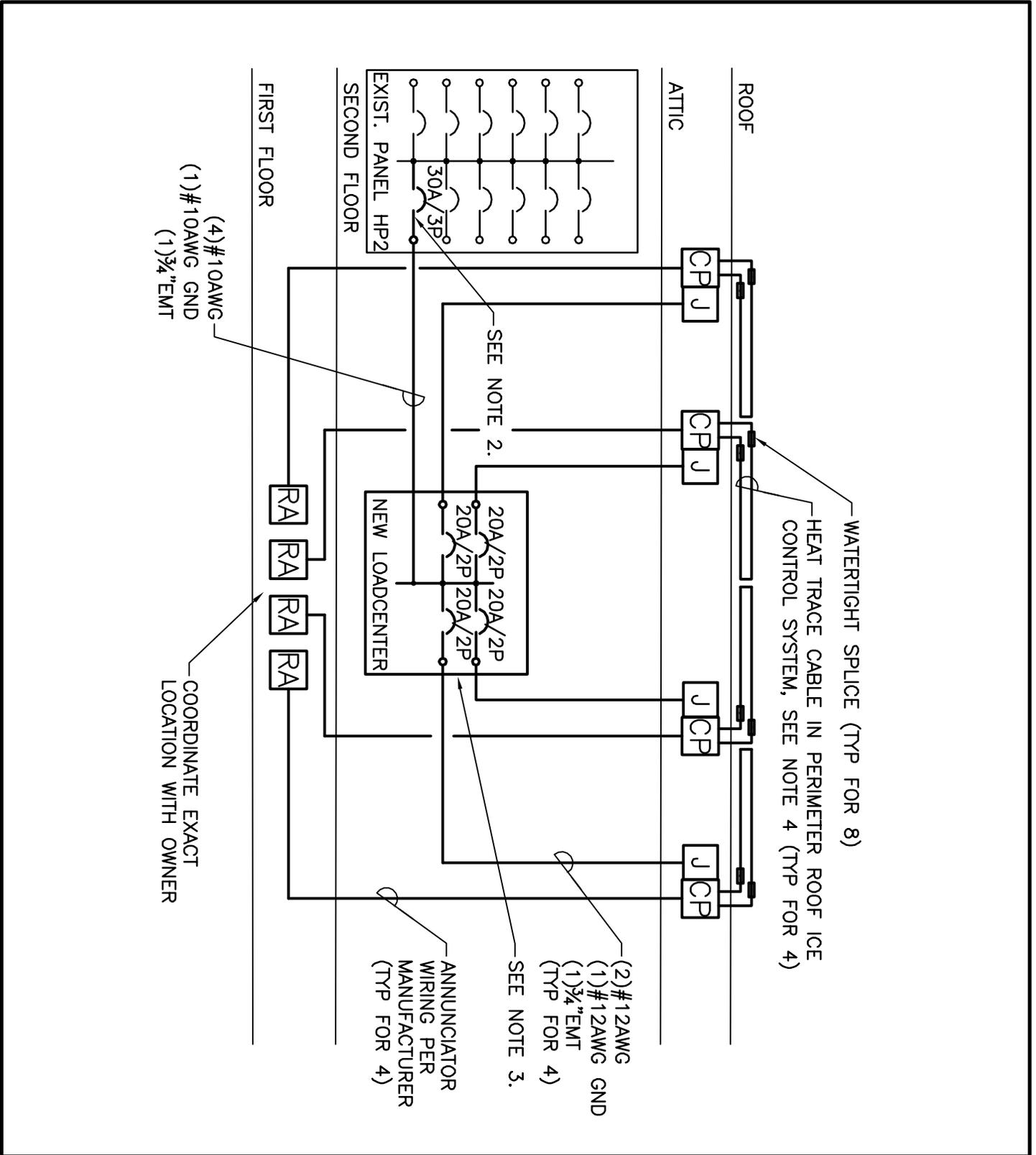
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ELECTRICAL
LEGEND AND NOTES

JOB NO: 11081
 SCALE: NONE
 DATE: 10/06/11
 DRAWN BY: CWN





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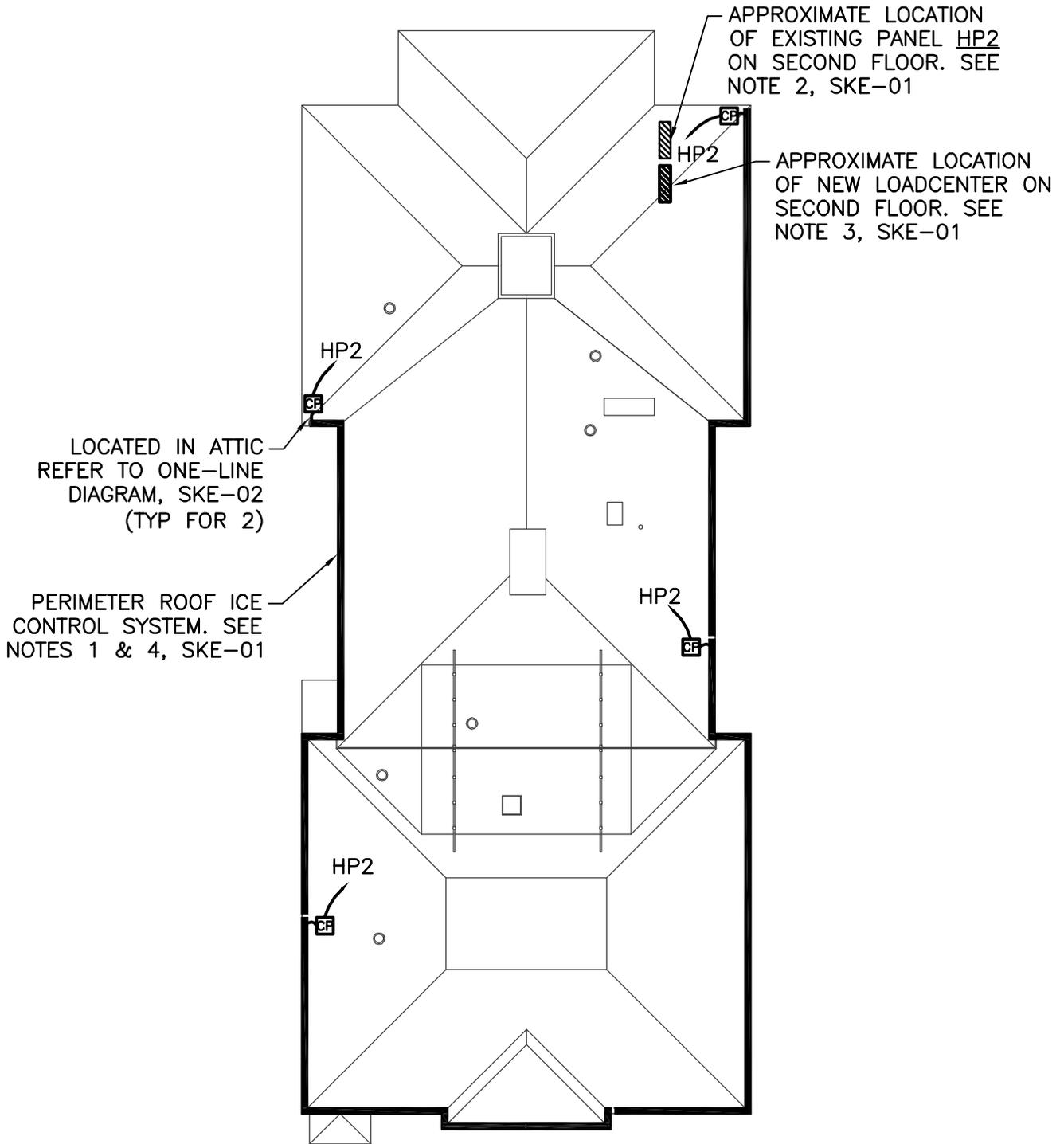
ELECTRICAL
 ONE-LINE DIAGRAM

JOB NO: 11081
 SCALE: NONE
 DATE: 10/06/11
 DRAWN BY: CWN

SKE
 02



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ELECTRICAL
 ROOF PLAN

JOB NO: 11081
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SKE
 03