

BURNELL ▲ JOHNSON

A R C H I T E C T S

80 Stark Street
Manchester, NH 03101
Phone 603.625.5098

Stephen W. Burnell, AIA
David P. Johnson

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ADDENDA #1

Sanborn Crossing, Londonderry, NH

CLARIFICATIONS:

1. Besides temporary fuel and heating equipment it should include winter concrete, insulation blankets, and labor related to winter conditions. Shoveling and plowing are not part of the allowance, and they should be included in the Base Bid.
2. The allowance of primary electric service is deleted. The primary electric service will be paid by the Owner.

GENERAL:

1. Chair rail will be provided at all halls on all floors. Poplar 1x3 cap to be painted. 2x4 behind WM 753 trim profile for attachment.

PROJECT MANUAL:

1. Please replace the "Bid Form" with the attached "Revised Bid Form".
2. Supplemental General Conditions: Please replace the "Supplemental General Conditions" with the attached "Supplemental General Conditions". Note: The only change made was to ARTICLE 8: TIME: Liquidated Damages amount has been changed from \$500 to \$1,000 per day.

SPECIFICATIONS:

1. Section 01-2200 – Unit Prices: Please replace Section 01-2200 dated 8/23/2018 in the Project Manual with the attached Section 01-2200 dated 9/7/2018.

2. Section 10-2800 – Toilet, Bath, and Laundry Accessories: Please replace Section 10-2800 dated 5/18/18 in the Project Manual with the attached Section 10-2800 dated 9/17/18.
3. Section 21-3000 – Fire Pumps: Please delete this section from the Project Manual as none are required.
4. Section 31-2316 – Excavation: Please replace Section 31-2316 in the Project Manual dated 5/18/18 with the attached Section 31-2316 dated 9/18/18.
5. Section 31-2316.26 – Excavation: Please replace Section 31-2316.26 in the Project Manual dated 5/18/18 with the attached Section 31-2316.26 dated 9/18/18.

PLANS:

1. S1.07 - Simpson Strong tie down Anchor system unfactored resistance loading should read as 4100 lbs. not 3100lbs as shown on sheet S1.07.
2. S1.07 – Shear wall gets plywood on both sides @ first floor only. See details on sheet 1.07.
3. A4.01 - Underlayment is not going to be everywhere as shown on A4.01. Refer to schedule for areas requiring underlayment.
4. A4.05 – Crown molding occurs in lobbies on all floors as shown in the details.
5. A4.01, 4.04 & 4.07 - Contractor may choose to use 2x ladder framing or have the trusses manufactured with necessary accessory framing for soffit and eave trim.

REVISED B I D FORM

Proposal for Sanborn Crossing Senior Living, Londonderry, NH
(Name of Project)

Company name _____

Address _____

Contact person _____

Phone # _____

Email address _____

1. BASE BID

- A. The undersigned, having examined the place of work and familiarized themselves with all conditions affecting the cost of the work; carefully reading and examining the General Documents, specifications, Working Drawings and any other Documents such as Addenda, etc., prepared by the Owner, hereby proposes to furnish all labor, materials, equipment and related items necessary to complete all work required by said documents for the Sum of:

TOTAL PROJECT \$ _____
(written in numbers)

TOTAL PROJECT \$ _____
(written in words)

- B. Bidders shall confirm below the receipt of any and all addenda to the specifications and drawings, listing the addenda by number and also by date:

Addendum No. _____ Date: _____ Addendum No. _____ Date: _____
Addendum No. _____ Date: _____ Addendum No. _____ Date: _____

- C. Alternates – N/A

- D. Allowances (included in the Base Bid):

1. Section 01-5000 – Temporary Facilities and Controls: Include the stipulated sum of \$60,000 for fuel and rental of temporary heat.
2. Section 10 1400 - Permanent Project Signs: Include the stipulated sum of \$5,000 for purchase, delivery, and installation of Permanent Project Signage.
3. Division 26: Section 26-3100, Photovoltaic Collectors; Include the stipulated sum of \$175,000 for purchase, delivery, and installation of of Photovoltaic Collectors and associated work.

E. Schedule of Unit Prices (not included in Base Bid):

Unit Price No. 1 – Clean Granular Fill; Section 31 2323
\$ _____ cu. yd.

Unit Price No. 2 – Select Granular Fill; Section 31 2323.
\$ _____ cu. yd.

Unit Price No. 3 – ¾” Crushed Stone
\$ _____ cu. yd.

Unit Price No. 4 – Rock Removal-Trench; Section 31 2316.26.
\$ _____ cu. yd.

Unit Price No. 5 – Rock Removal – Open Pit; Section 31-2316.26
\$ _____ cu. yd.

Unit Price No. 6 - Base Course Fill; Section 31 2323.
\$ _____ cu. yd.

Unit Price No. 7 - Sand; 31 2323.
\$ _____ cu. yd.

2. **TIME FOR COMPLETION**

- A. The Undersigned, if awarded this Contract, proposes to complete the said work in _____ calendar days from the date of the Notice To Proceed.
- B. Liquidated Damages – The Contractor shall pay to the Owner liquidated damages in the sum of \$1000 for each calendar day of delay.

3. **ACCEPTANCE**

- A. The Undersigned agrees that this Bid may not be withdrawn for a period of sixty (60) days after the date set for the receipt thereof.
- B. If the Undersigned be notified of the acceptance of this Proposal, he agrees to execute a Contract in the form of AIA Document A101 within five (5) working days after the notice of award of the Contract.
- C. The Undersigned will guarantee all of the work performed under this contract to be done in accordance with the specifications, and in good and workmanlike manner, and to renew or repair any workmanship prior to the date of final completion and acceptance by Sanborn Crossing LLC and NHHFA except for specific manufacturer's warranties.
- D. The Undersigned hereby certifies that this Bid Proposal is genuine, and not sham or collusive, or made in the interest of or in behalf of any person not herein named, and that the Undersigned has not directly or indirectly induced or solicited any other Bidder to submit a

sham bid, or any other person, firm or corporation to refrain from bidding, and that the Undersigned has not in any manner sought by collusion to secure for himself an advantage over any other Bidder.

E. Sanborn Crossing LLC and NHHFA reserves the right to reject any or all bids.

4. SUPPLEMENTAL FORMS

The information below is considered an integral part of this Bid Form.

A. DIVISION BREAKDOWN

<u>DIVISION</u>	<u>AMOUNT</u>
DIVISION 1 - GENERAL	\$ _____
DIVISION 3 – CONCRETE	\$ _____
DIVISION 5 – METALS	\$ _____
DIVISION 6 – WOOD & PLASTICS	\$ _____
DIVISION 7 – MOISTURE PROTECTION	\$ _____
DIVISION 8 – OPENINGS	\$ _____
DIVISION 9 – FINISHES	\$ _____
DIVISION 10 – SPECIALTIES	\$ _____
DIVISION 11 – EQUIPMENT	\$ _____
DIVISION 12 – FURNISHINGS	\$ _____
DIVISION 14 – CONVEYING SYSTEMS	\$ _____
DIVISION 21 – FIRE SUPPRESSION	\$ _____
DIVISION 22 – PLUMBING	\$ _____
DIVISION 23 – HVAC	\$ _____
DIVISION 26 – ELECTRICAL	\$ _____
DIVISION 27 – COMMUNICATIONS	\$ _____
DIVISION 28 – ELECTRONIC SAFETY & SECURITY	\$ _____
DIVISION 31 – EARTHWORK	\$ _____
DIVISION 32 – EXTERIOR IMPROVEMENTS	\$ _____
TOTAL	\$ _____

NOTE: THE ADDITION OF THIS LIST MUST ADD UP TO THE TOTAL BID PRICE

4. **BID FORM SIGNATURES**

(Bidder- Print full name of your firm)

(Seal)

Was hereunto affixed in the presence of

(Authorized signing officer, Title (signature))

(Authorized signing officer, Title (printed))

TO BE EXECUTED WITHIN 24 HOURS OF OWNER'S REQUEST

Authorization for the Release of Information

Purpose:

The Owner may use this authorization and information obtained with it to administer and enforce the contractor documents and review credentials and credit of individuals, partnerships and or corporations involved in the bid process.

Any individuals or organizations including public or private may be asked to release information including but not limited to financial institutions, suppliers, insurance companies, credit investigating agencies, law enforcement agencies, local, state and federal agencies.

By signing this form this contractor waives all rights.

Signature

Signature

Printed Name

Printed Name

Title

Title

Business Address

Business Address

Business Telephone

Business Telephone

Home Address

Home Address

Home Telephone

Home Telephone

Email Address

Email Address

**SUPPLEMENTARY CONDITIONS TO THE GENERAL CONDITIONS
OF THE CONTRACT FOR CONSTRUCTION**

The following supplements additionally modify the AIA Document A201, 2007 Edition "General Conditions of the Contract for Construction," as indicated. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 1: GENERAL PROVISIONS

1.1.2 At the end of Section 1.1.2 add the following:

If any part of the Contract Documents or their application to any situation is to any extent invalidated or found to be contrary to law, the remainder of the Contract Documents and the application to other situations of any provision found valid as to any given situation, shall not be affected thereby.

1.1.9 Add the following new Section 1.1.9:

1.1.9 PROVIDE

The term "provide" shall include furnishing and installing a product, materials, systems, and/or equipment, complete in place, fully tested and approved.

1.1.10 Add the following new Section 1.1.10:

1.1.10 MISCELLANEOUS DEFINITIONS

1.1.10.1 Where the words "equal", "approved equal", "equivalent", "satisfactory", "directed", "designated", "selected", "as required", and words of similar meanings are used, the written approval, selection, satisfaction, directions, or similar action of the Engineer is required.

1.1.10.2 Words such as "shown", "indicated", "detailed", "noted", "scheduled", or words of similar meaning shall mean that reference is made to the drawings unless otherwise noted.

1.1.10.3 Where the words "required" and words of similar meaning are used, it shall mean as required to properly complete the work and as required by the Owner, unless stated otherwise.

1.1.10.4 Where the words "furnish" and "perform" are used, it is understood and intended to mean that the Contractor, at his expense, shall furnish and install the work, complete

in place and ready for use, including furnishing of necessary labor, materials, tools, equipment and transportation. These definitions apply the same to future, present and past tenses.

1.2.4 Add the following new Section 1.2.4:

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. When reference is made to standard or reference type specification documents or to another part of the Contract Documents, it shall have the same force and effect as if the document or portion referenced were exactly repeated in the place where reference is made. Standard or reference specifications such as ANSI, ASTM, ASTE, ACI, NEC, NFPA, ASHRAE, and other organizations, associations, government agencies, professional and technical societies, either by full name or abbreviations, shall be as specified. Abbreviations used to indicate the specific standard and reference specification documents shall be interpreted according to their recognized and wellknown technical or trade meaning. Reference to the published codes, guides, regulations, or standard specification shall be to the latest edition thereof, unless laws, ordinances, or regulations require compliance with a specific edition, in which case the document shall be of the specified edition.

1.2.5 Add the following new Section 1.2.5:

1.2.5 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.

1.2.6 Add the following new Section 1.2.6:

1.2.6 In the event of conflicts or discrepancies among the Contract Documents, the Documents shall be interpreted on the basis of the following priorities:

- First: New Hampshire Housing Finance Authority ("NHHFA") Design and Construction Standards, HFA:111.01 et seq.
- Second: Change Orders with later date having priority
- Second These Supplementary General Conditions
- Third the Agreement
- Fourth: General Conditions
- Fifth: Drawings and Specifications (when completed)
- Sixth: Unit Cost Breakdowns (if any)
- Seventh: Components of Interior Completion

In Drawings, large scale details shall govern small scale drawings. In General: Drawings govern Specifications for quantity and location, and Specifications govern Drawings for quality and performance. In the event of ambiguity in quantity or quality, the greater quantity and the better quality shall govern. In the event of conflicts or discrepancies among Drawings and Specifications, Contractor shall first consult with the Architect and Owner, if Architect and Owner cannot resolve then the Drawings and Specifications shall be interpreted so as to require the most substantial and comprehensive performance of the Work consistent with the intent and requirements of the Contract Documents, and such Work shall be performed by the Contractor without extra cost to the Owner. Should any conflict occur between the Contract Documents, the Contractor is deemed to have based his estimate upon the more expensive method of performing the Work unless it has requested and received a written decision from the Architect and Owner before submission of his proposal.

Drawings are intended to show general arrangement, design and extent of work and are partly diagrammatic. As such, they are not intended to be scaled for measurements or to serve as shop drawings. Dimensions must be computed and not obtained by scaling drawings. The Contractor shall study and compare all the Drawings and verify all figures before laying out or constructing work. The Contractor shall be responsible for errors in his work which might have been avoided thereby. Whether or not an error is believed to exist, deviation from the Drawings and the dimensions given thereon shall be made only after approval in writing from the Architect.

1.2.7 Add the following new Section 1.2.7:

1.2.7 Where no explicit quality or standards for materials workmanship are established for Work, such Work is to be of as good quality as the surrounding Work and of the construction of the Project generally.

1.2.8 Add the following new Section 1.2.8:

1.2.8 For convenience, the Specifications may be arranged in Sections, but such separation shall not be considered as the limits of the Work required of any separate trade. The terms and conditions of such limitations shall be exclusively between the Contractor and his subcontractors. Requirements contained in any section shall be required as if contained in all Sections and the contractor shall, prior to awarding subcontracts, assure himself that the entire Work as a whole has been coordinated among the subcontractors.

1.5.2 At the end of Section 1.5.2 add the following:

All copies of the Instruments of Service, except for a record set, shall be returned to Owner upon completion of the Work. Submission or distribution of Instruments of

Service to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed publication in derogation of the Architect's or Owner's common law copyright or other reserved rights.

1.6 At the end of Section 1.6 add the following:

1.6 If the Architect does provide computer files for use by other parties, the file recipient agrees to accept computer diskettes, e-mails, and/or electronic files from Architect and its subconsultants without any warranties, guarantees, and/or representations of any nature from the Owner whatsoever regarding the correctness, accuracy and/or completeness of any information contained therein. Said files may not necessarily reflect any referenced plans, approved plans or existing conditions. The recipient acknowledges that the use of the diskettes and electronic files is entirely at his/her own risk, and agrees to release, indemnify, hold harmless and defend the Owner, the Architect and its subconsultants with respect to any claims, costs, losses, damages and/or liabilities arising out of or relating to the use, misuse, modification, interpretation, misrepresentation and/or misrepresentation of any such information. The recipient further agrees that said data is for the recipient's sole use and is not to be transferred to others for any purpose without the explicit written consent of Architect.

ARTICLE 2: OWNER

2.1.2 Delete Section 2.1.2 in its entirety.

2.2.1 Delete the last sentence of Section 2.2.1 in its entirety.

2.4 Revise Section 2.4 by deleting the phrase "ten-day" in the first sentence, and substituting therefore the phrase "seven-day".

ARTICLE 3: CONTRACTOR

3.1.4 Add the following new Section 3.1.4:

3.1.4 Contractor shall comply with all federal, state and local laws, statutes, rules, regulations and ordinances applicable to Contractor or to the Work.

3.2.1 Delete Section 3.2.1 in its entirety and insert in place thereof the following:

3.2.1 By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed (including without limitation, climatic conditions, shortage of labor or materials and

labor strife), and will correlate his observations with the requirements of the Contract Documents.

3.2.5 Add the following new Section 3.2.5:

3.2.5 Contractor warrants and represents to Owner that the Contractor is solvent, can timely pay his debts, has sufficient working capital to perform this Contract in accordance with its terms, has the required experience in staff and is fully qualified to perform and complete the Work, holds all licenses and permits required by law to construct the Project and perform work in the State of New Hampshire. Contractor further warrants and represents to Owner that Contractor has reviewed or will review and become thoroughly familiar with the Drawings and Specifications, and the other Contract Documents, understands the contents thereof and that the Work can be completed within the Contract Time in accordance with the Contract Documents in accordance with the budget for the Work.

3.2.6 Add the following new Section 3.2.6:

3.2.6 Before ordering any materials or performing any work, the Contractor shall examine the Architectural, Structural, Mechanical and Electrical Drawings and verify all measurements. Any discrepancies between Drawings and/or Specifications and actual measurements shall be reported to the Architect in writing, who will issue written instructions as required.

3.3.4 Add the following new Section 3.3.4:

3.3.4 The Contractor shall inspect all materials as delivered to the project site and shall reject any materials that will not conform to the Contract Documents when properly installed.

3.4.2 Delete 3.4.2 in its entirety and insert in place thereof the following:

3.4.2 The Contractor shall be solely responsible for determining that all labor and materials meet the requirements of the Plans, Specifications and other Contract Documents. When a material, equipment, or system is specified by the name of one or more manufacturers, such material, equipment, or system shall form the basis of the contract. If the Contractor desires to use another material, equipment, or system in lieu he shall request approval in writing and shall submit samples and data as required for Owner's consideration. Any reasonable request for substitution will be considered by the Owner. If, in the opinion of the Owner (after consultation with the Architect), such material, equipment, or system is equal in every respect to the material specified and is entirely satisfactory for use in the Project, then the Owner will approve such substitution(s). However, the Owner will be the sole judge of the above requirements.

Any use as a basis for bidding of a material, equipment, or system other than that specified unless such material, equipment, or system has been approved by the Owner before submission of Contractor's Bid to Owner, will be made at bidder's risk. No substitution will be made without authority in writing from Owner.

3.4.3 After "employees" in the first sentence insert the following:

, subcontractors

3.4.4 Add the following new Section 3.4.4:

3.4.4 Contractor will use its good faith best efforts to cooperate with the New Hampshire Housing Finance Authority ("NHHFA"), Building Inspector, Public Works Director, and other officials of the town or city where the Project is located in connection with any inspections, required corrections, or other matters relating to the Project and the establishment of utility services, the control and management of access through residential neighborhoods and other areas of town, and related matters, it being understood that the Owner desires to maintain good public relations with the NHHFA and the town or city where the Project is located and their officials during the construction process.

3.5.2 Add the following new Section 3.5.2:

3.5.2 The Contractor shall, in the case of work performed by his Subcontractors which require guarantees, secure all applicable guarantees and warranties from Subcontractors and material suppliers, which are in addition to and not a limitation of the foregoing, and deliver copies of same to the Architect and Owner within fifteen (15) days after substantial completion of the Work. Such warranties must comply fully with all applicable Contract Documents.

3.5.3 Add the following new Section 3.5.3:

3.5.3 The warranties provided in this Section 3.5 shall be in addition to and not in limitation of any other warranties or guaranties required by or included in the Contract Documents or otherwise prescribed by law.

3.7.4 Revise Section 3.7.4 by deleting the phrase "21 days" in the first sentence, and substituting therefore the phrase "2 days".

3.10.4 Add the following new Section 3.10.4:

3.10.4 The Contractor shall prepare a weekly schedule summary report in a form and of sufficient detail satisfactory to Architect and Owner. The report as a minimum shall specify whether the Contractor's Work on the Project is on schedule, and if not, the

reason therefor and a new proposed /schedule. The Contractor shall arrange for and attend weekly job meetings with the Architect and Owner and such other persons as the Architect or Owner may from time to time wish to have present. The Contractor shall be represented by a person or persons who have authority to bind and make decisions on behalf of the Contractor. 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.

3.12.11 Add the following new Section 3.12.11:

3.12.11 No claim for delay shall be allowed on account of failure of the Architect to furnish instructions or to return Shop Drawings, Product Data, Samples, or similar materials.

3.12.12 Add the following new Section 3.12.12:

3.12.12 Contractor shall, in addition to the duties set forth in Section 3.12, provide for Owner's review and records copies of all Shop Drawings, Product Data and Samples. If the Owner has any comments with respect to the Shop Drawings, Product Data and Samples, the Owner's actions will be taken with such reasonable promptness as to cause no delay in the Work. The Owner's review of such submittals is not conducted for the purpose of determining the accuracy and completeness or other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems. The Owner's review of said submittals shall not relieve Contractor or Architect of their obligations pursuant to this Agreement, including but not limited to the requirements of Section 3.12. The Owner's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

3.19 Add the following new Section 3.19:

3.19 SECURITY

3.19.1 Only previously authorized personnel will be permitted on the construction site. The Contractor shall, on request of the Owner, submit to the Owner the names of all personnel either directly employed by the Contractor or in the employ of any Subcontractor who will be present on the site.

3.19.1.1 All construction personnel will comply with any applicable site security requirements.

3.19.1.2 Site-parked mobile equipment and operable machinery, and hazardous parts of the new construction subject to mischief, shall be kept locked or otherwise made safe or inoperable whenever left unattended.

3.19.1.3 Contractor shall take appropriate steps in accordance with applicable laws to assure that the Project site is safe and drug free.

3.20 Add the following new Section 3.20:

3.20 ADDITIONAL COVENANTS OF CONTRACTOR

3.20.1 The Contractor agrees to the following additional terms and conditions, and also agrees that these conditions shall also apply to the Architect, all subcontractors, sub-subcontractors of the Contractor at all tiers for all Work performed on the Project.

- .1 The Contractor shall be responsible for employing skilled and competent personnel who will work compatibly with Owner and all other contractors and suppliers on the Project and who will comply with all rules established for work at the work site including but not limited to, rules regarding reserved gate site access and site visitation.
- .2 There shall be no manifestations on the Project site of any dispute between any labor organization and the Contractor. The Contractor agrees to employ workers, agents, suppliers, and sub-contractors who are willing to cross or to work behind picket lines and who will perform the Work whether or not other employees or mechanics on the Work site are members of any labor organization.
- .3 The Contractor agrees not to participate in or permit any cessation of work on the Project which is a result of any labor dispute, regardless of whether said labor dispute involves the Owner, the Contractor or any other employer on or supplier to the Project.
- .4 The Contractor shall insure that all employees in the Contractor's employ, or in the employ of the Architect or a subcontractor or sub-subcontractor of Contractor, have submitted to their employer I-9s demonstrating they are eligible to work lawfully in the United States and are covered by current Workers' Compensation insurance policies.
- .5 The Contractor shall properly classify all workers on the Project as employees and not as "independent contractors" and shall treat them accordingly for purposes of Workers' Compensation insurance coverage, employee tax withholdings, employer payroll taxes, unemployment insurance, any applicable health or wage and hour laws, and all

subcontractors shall pay all employees on the Project by check, making all withholdings and payments required by state and federal law.

- .6 The Contractor must be registered to do business in the state in which the Project is located.
- .7 In addition to, and not in abrogation of, any other provision set forth herein, failure to abide by the above terms shall constitute a breach of this Agreement. If, for any reason, there is a work stoppage, picketing, boycott, violation of work site rules or other interference with the Work by employees of the Contractor, its agents or suppliers, or the representatives of the union(s) with which they have agreements or of which their employees are members, which in the sole judgment of Owner will interfere with or disrupt the work on the Project or is likely to cause a delay in the progress of construction, then upon twenty-four (24) hours notice, Owner shall have the right to declare the Contractor in default of the Contract Documents.

3.20.2 The Contractor agrees to comply with any and all rules and regulations promulgated by NHHFA, including, but not limited to, the New Hampshire Housing Finance Authority Design And Construction Standards, HFA:111.01 et. seq. Which rules and standards are incorporated herein by reference.

3.20.3 In no way abrogating any provision hereof, upon request of NHHFA or the Owner, the Contractor shall provide NHHFA and/or the Owner copies of all subcontracts, sub-subcontracts, agreements with materialmen or suppliers, invoices, payment and accounting records, daily log sheets, payroll records or any other document, agreement or other writing pertaining to the Work or this Agreement.

ARTICLE 4: ADMINISTRATION OF THE CONTRACT:

4.1.3 Revise Section 4.1.3 by deleting the phrase “as to whom the Contractor has no reasonable objection and”.

4.2.6 Delete 4.2.6 in its entirety and insert in place thereof the following:

4.2.6 The Owner and the Architect will have authority to reject Work which does not conform to the Contract Documents. Whenever, in their opinion they consider it necessary or advisable for the implementation of the intent of the Contract Documents, they will have authority to require special inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3 whether or not such Work be then fabricated, installed or completed.

4.2.13 Delete the period at the end of Section 4.2.13 and insert the following:

subject to the approval of the Owner.

ARTICLE 5: SUBCONTRACTORS:

5.1.3 Add the following new Section 5.1.3:

5.1.3 Nothing contained in the Contract Documents shall create any contractual obligation on the Owner to pay or to see to the payment of any sums due any Subcontractor, nor create any obligation of any kind, express or implied, upon the Owner or Architect in favor of any Subcontractor or Sub-subcontractor.

5.2.1 Add the following to the end of Section 5.2.1:

All contracts with subcontractors shall be fixed price contracts unless otherwise agreed to by Owner.

ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTOR

6.1.5 Add the following new Section 6.1.5:

6.1.5 The Owner reserves the right to take possession and use any completed or partially completed portion of the building before completion providing it does not interfere with the Contractor's Work. Such partial occupancy or taking possession will be based on the following:

6.1.5.1 Occupancy of any portion of the Work will not constitute an acceptance of the Work not performed in accordance with Contractor Documents or relieve the Contractor of liability to perform work required by the Contract Documents, but not completed at the time of occupancy.

6.1.5.2 Immediately before any partial occupancy, Contractor, Owner and Architect shall make a thorough joint inspection of that portion of the Work affected and mutually agree upon the conditions of occupancy and status of the work. The Architect shall be the final judge in determining responsibility at the time of final inspections for the conditions resulting from said occupancy. Damage to the work affected by the Owner or his representative before final acceptance will be the responsibility of the Owner.

6.2.2 Revise Section 6.2.2 as follows:

Insert after “the Architect” in the first sentence the following:

“and Owner”

6.3.2 Add the following new Section 6.3.2:

6.3.2 Any accumulation of debris that is not removed within 48 hours after written notification shall result in back charges to the appropriate contractors. The determination of responsibility and allocation of costs shall be in the sole judgment of the Owner.

ARTICLE 7: CHANGES IN THE WORK

7.3.1 At the end of Section 7.3.1 add the following:

“Sufficient substantiating data, as described in 7.3.10 and 7.3.11, shall be provided.”

7.3.3 Delete 7.3.3 in its entirety and insert in place thereof the following:

7.3.3 If a Construction Change Directive provides for an adjustment to the Contract Sum, the amount by which the Contract Sum shall be adjusted resulting from a change in the Work shall be determined by one of the following methods as selected by the Owner:

- (a) By mutual acceptance of a lump sum properly itemized by Contractor and supported by sufficient substantiating data to permit evaluation;
- (b) By unit prices stated in the Contract Documents or to be subsequently agreed upon;
- (c) By Cost (as defined herein) estimated by the Contractor as provided in Clause 7.3.3.1 and accepted by the Owner, plus Percentage (as defined in 7.3.3.2). The Contractor's estimate plus Percentage shall become a fixed price which shall not be changed by any variation of the actual cost of executing the change; or
- (d) as provided in Section 7.3.7;

7.3.3.1 Add the following new Clause 7.3.3.1:

7.3.3.1 As used in Section 7.3.3, "Cost" shall mean the estimated or actual net increase or decrease in cost to the Contractor, Subcontractors, or Sub-subcontractors 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 or accounting costs, or other indirect or overhead costs, unless a change in Project duration or any wages or benefits of

supervisory personnel not assigned full time to the site, or any amount for profit to the Contractor, Subcontractors or Sub-subcontractors.

7.3.3.2 Add the following new Section 7.3.3.2:

7.3.3.2 As used in this Section 7.3.3, “Percentage” shall mean an allowance to be added to Cost in lieu of overhead and profit and of any other expense which is not included in Cost as defined in Section 7.3.3.1, and shall be five percent (5%) for overhead and five percent (5%) for profit. When in the reasonable judgment of the Architect a series of changes effect a single change, Percentage shall be calculated on the cumulative net increase in Cost, if any. In the case of changes which result in a net decrease in Cost, the Contract Sum shall be reduced by the decrease in Cost.

7.3.7 Revise Section 7.3.7 by deleting the phrase “7.3.3.3” in the second sentence, and substituting therefore the phrase “7.3.3(c)”.

7.3.11 Add the following new Section 7.3.11:

7.3.11 In order to facilitate checking of quotations for extras or credits, all Contractor and subcontractor proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs, including labor, materials, and sub-subcontracts. Labor and materials shall be itemized in the manner prescribed above. When major cost items are sub-subcontracts, they shall also be itemized.

ARTICLE 8: TIME

8.2.4 Add the following new Section 8.2.4:

Time is of the essence of this Contract. If the Contractor shall neglect, fail, or refuse to complete the Work within the time specified for Substantial Completion in the Contract all within such further times as may be properly granted by the Owner in accordance with the provisions of this Contract, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner, as liquidated damages and not as a penalty, the sum of **\$1,000.00** per day for each calendar day beyond the dates set forth in the Agreement that the Contractor fails to achieve Substantial Completion of occupancy for the Project. The said amount is fixed and agreed on by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the true value of the damages which the Owner will sustain by failure of the Contractor to complete the Work on time, such as loss of revenue, service charges, interest charges, delays caused to other construction activities of Owner by failure to perform this Contract, and other damages, some of which are indefinite and not susceptible of easy proof, said amount is agreed to be a reasonable

estimate of the amount of damages which the Owner will sustain and said amount shall be deducted from any monies due or that may become due to the Contractor, and if said monies are insufficient to cover said damages, then the Contractor or his Surety shall pay the amount of the difference.

8.2.5 Add the following new Section 8.2.5:

8.2.5 If the Architect or Owner determines that the Contractor is entitled to an extension of the Contract Times as provided in Section 8.3, the calendar dates in the Progress Schedule shall be adjusted accordingly to retain their same relationship to the adjusted date of Substantial Completion and/or Final Completion, as appropriate, and the dollar value of Work to be completed as of the first of each month shall be adjusted pro-rata.

8.2.6 Add the following new Section 8.2.6:

8.2.6 Nothing in this Section 8.2 shall limit the Owner's right to consequential, liquidated or other damages for delays or to any other remedy which he may possess under other provisions of the Contract Documents or by law.

8.3.1 Delete 8.3.1 in its entirety and insert in place thereof the following:

8.3.1 If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the Owner, or by any employee of either, or by any separate contractor employed by the Owner or Architect, or by approved changes ordered in the Work, or by labor disputes, fire, casualties, (not caused negligently by Contractor) or any causes beyond the Contractor's control or by delay authorized by the Owner, then the Contract Times shall be extended by Change Order for such reasonable time as the Architect and Owner may determine. Delays occasioned by weather or soils conditions which are determined by the Owner to be prevailing in the locality in which the Project is located shall specifically not constitute justification for extension of time or for forgiveness of liquidated or actual or consequential damages. In no event shall a labor dispute, jurisdictional, union or otherwise be the cause for any delay in the Work. It is the Contractor's sole responsibility to provide an action plan to avoid and/or prevent such occurrences

ARTICLE 9: PAYMENTS AND COMPLETION

9.3.1 Add the following sentence to the end of Section 9.3.1:

The form of Application for Payment shall be a notarized AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet. Contractor shall also provide for Contractor and for every

Subcontractor, with each periodic application and final application, an affidavit and release of liens, mechanic's liens and claims in form and content acceptable to Owner and Owner's lender's and Owner's lender's title insurance company.

9.3.4 Add the following new Section 9.3.4:

9.3.4 Contractor shall within ten (10) days after receipt of notice of the existence of any liens filed against the Project by any Subcontractor, sub-subcontractor, supplier of materials or any other person or entity claiming to be a creditor of Contractor, cause the same to be removed as of record at Contractor's sole cost and expense. Any payment due Contractor hereunder shall be reduced by an amount equal to one hundred fifty percent (150%) of the amount of any lien until such lien is removed as of record. Unless said lien is caused by Owner's failure to meet its contractual responsibilities. It is expressly agreed that should Owner withhold payment to Contractor pursuant to Owner's rights under the Contract Documents, said withholding shall not be deemed a failure by Owner to meet its contractual obligations.

9.3.5 Add the following new Section 9.3.5:

9.3.5 The Contractor agrees to indemnify and hold the Owner harmless against all claims, damages, losses and expenses, including reasonable attorney's fees, resulting from any breach of warranty or misrepresentation in connection with the warranties and representations contained in Sections 9.3.3 and 9.3.4.

9.6.8 Add the following new Section 9.6.8:

9.6.8 The Owner reserves the right to issues joint checks to Contractor and subcontractors being paid pursuant to any particular requisition.

9.8.1 Add the following to the end of Section 9.8.1:

, and a certificate of occupancy has been issued by the municipality having jurisdiction over the Project such that the Owner can legally occupy the Project.

9.8.2 Delete 9.8.2 in its entirety and inset in place thereof the following:

9.8.2 When the Contractor considers that the Work or a designated portion thereof which is acceptable to the Owner is Substantially Complete as defined in Section 9.8.1, the Contractor shall prepare for submission to the Owner and Architect a list of items to be completed or corrected prior to final payment. The Owner may withhold 200% of the amount estimated by the Architect to be necessary to complete the punch list items. Any items not completed within said time because of Contractor's or its subcontractors lack of diligence in performing the work may be completed by the Owner and costs incurred deducted from the Contractor's final payment in accordance with the Contract

Documents. The failure to include any items on such list does to alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. When the Architect or Owner on the basis of an inspection determines that the Work or designated portion thereof is Substantially Complete, he will then prepare a Certificate of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance. 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.

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.1 Add the following to the end of Section 10.1:

The Contractor shall maintain the site in compliance with all applicable codes and regulations concerning safe working conditions including, but not restricted to, all Federal, State and local regulations, and the Owner's written regulations and practices (if any). The Contractor shall bear sole responsibility for job site safety. The Owner and the Architect will not be responsible for financial damages arising out of regulatory citations or civil claims resulting from the Contractor's failure to maintain a safe job site. The Contractor will provide to the Owner, prior to beginning Work on the Project at the job site, a Safety Plan, which shall be reviewed with the Owner. Contractor will conduct scheduled safety meetings on a regular basis, not less than weekly, minutes of which will be provided to the Owner.

10.2.1 Add the following to the end of Section 10.2.1:

.4 Provide to the Owner, prior to beginning work on the project at the job site, a Safety Plan, which shall be reviewed with the Owner.

.5 Conduct scheduled safety meetings on a regular basis, not less than weekly, minutes of which will be provided to the Owner.

ARTICLE 11: INSURANCE AND BONDS

11.1. Delete Section 11.1 in its entirety and insert in place thereof the following:

11.1 CONTRACTOR'S INSURANCE

11.1.1 Contractor shall maintain, at its sole cost and expense, the insurance coverages set forth below in Section 11.1.2, below. Such insurance shall be provided whether or not required by the laws of the State of New Hampshire. All insurance policies are to be

written by companies acceptable to Owner and licensed to do business in the State of New Hampshire. Such insurance companies shall have a Best's rating of "A-" or better. The company shall also be in a Best's financial size category of Class "IX" or higher. All certificates or insurance are to contain substantially the following statement: "The insurance coverages evidenced by this certificate shall not be canceled nor materially altered except after **thirty (30) days** written notice has been provided and received by Owner." The insurance policies shall be endorsed to provide such notice. Contractor shall require its subcontractors and suppliers to carry and maintain insurance in accordance with industry practices and as reasonably requested by the Owner.

11.1.2 Contractor shall furnish satisfactory evidence to Owner prior to the commencement of the Work that Contractor has complied with all of the requirements of Section 11.1.1 and that the following coverages, including the specific amounts required, are in force. Contractor shall furnish certificates of insurance with the Project name stated on the certificates prior to the beginning of on-site operations. In addition, within ten (10) days of written request by Owner, Contractor shall provide copies of all of its insurance policies, certified by Contractor's insurance agent that they are true and correct, and contain all amendments, endorsements and addenda. Contractor shall have the right, but not the obligation, to prohibit Contractor or any contractor or subcontractor from entering upon the Project site until a certificate of insurance indicating full compliance with these requirements is received and approved by Owner. Failure of Owner to demand such certificate of insurance or failure of Owner to identify a deficiency in such evidence, shall not be construed as a waiver of Subcontractor's obligation to purchase and maintain such insurance. The coverages and amounts below are minimum requirements and do not establish limits to Contractor's liability. Other coverages and higher limits may be provided at Contractor's expense.

11.1.2.1 Workers Compensation:

(a) Statutory Workers Compensation coverage for the State of New Hampshire and the state of hire, if different, or any other state where such coverage is required.

(b) Employers Liability Coverage with minimum limits not less than the following:

Bodily Injury by Accident	\$100,000 Each Accident
Bodily Injury by Disease	\$500,000 Policy Limit
Bodily Injury by Disease	\$100,000 Each Employee

(c) If applicable to the Project, coverage under the Longshore and Harbor Workers' Compensation Act; the Jones Act or other Admiralty or Maritime Law; or any other Federal Workers Compensation and Employers Liability Laws, shall be provided.

11.1.2.2 Commercial General Liability:

(a) Commercial General Liability Coverage with minimum limits not less than the following*:

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal & Advertising Injury Limit	\$1,000,000
Bodily Injury and Property Damage Liability - Each Occurrence Limit	\$1,000,000

*Umbrella Excess Liability policy may be used to satisfy required minimum limits.

(b) Commercial General Liability coverage shall include, without exception, coverage for Premises-Operations; Independent Contractors; Contractual Liability (covering all indemnification and hold harmless clauses); Personal & Advertising Injury; Products-Completed Operations; Broad Form Property Damage including Completed Operations; “x, c and u” coverage for Property Damage. Any endorsements or modifications to the Commercial General Liability coverage which reduce, restrict or limit the scope of coverage must be identified on the Certificate of Insurance. In no way limiting the prior sentence, there shall be no limitations or exclusions from coverage for Exterior Insulation Finish Systems/Exterior Finish Insulation Systems or Direct Exterior Finish Systems, if applicable.

(c) Products and Completed Operations to be maintained for one year, unless longer duration required by Owner, after final payment.

(d) General Aggregate Limit shall apply on a “Per Project” basis, or separately to this Project.

(e) Owner, the Architect (and others as may be required by Owner) shall be named as Additional Insureds. Additional Insured coverage shall apply to any all liability arising out of Contractor’s Work, and applies: (i) whether such work is performed by Contractor or performed by others on behalf of Contractor; and (ii) regardless of acts or omissions of the Additional Insured(s). Additional Insured coverage shall not be limited to general supervision of Contractor’s Work. Such insurance secured by the Contractor shall be on a primary basis with the Additional Insured’s own insurance coverage or self-insurance being excess and non-contributory. In addition, Additional Insured coverage shall extend to include Products and Completed Operations coverage.

(f) A Waiver of Subrogation shall apply in favor of Owner (and any others named as Additional Insureds).

11.1.2.3 Automobile Liability:

(a) Automobile Liability Coverage with minimum limits not less than the following*:

\$1,000,000 Any One Accident or Loss

*Umbrella Excess Liability policy may be used to satisfy required minimum limits.

(b) Such coverage shall apply to all Owned, Hired and Non-Owned Automobiles.

(c) Owner, the Architect (and others, if required by the Owner) shall be named as Additional Insureds. Additional Insured coverage shall apply to any all liability arising out of Contractor's Work, and applies: (i) whether such work is performed by Contractor or performed by others on behalf of Contractor; and (ii) regardless of acts or omissions of the Additional Insured(s). Additional Insureds coverage shall not be limited to general supervision of Contractor's Work. Such insurance secured by the Contractor shall be on a primary basis with the Additional Insureds' own insurance coverage or self-insurance being excess and non-contributory.

(d) A Waiver of Subrogation shall apply in favor of Owner (and others named as Additional Insureds).

11.1.2.4 Umbrella Excess Liability:

(a) Umbrella Excess Liability coverage to apply in excess of coverages required under 11.1.2.1(b), 11.1.2.2 and 11.1.2.3, above, with minimum limits not less than the following:

Each Occurrence Limit	\$3,000,000.00
Aggregate Limit	\$3,000,000.00

(b) Owner, the Architect (and others, if required by the Owner) shall be named as Additional Insureds. Additional Insured coverage shall apply to any all liability arising out of Contractor's Work, and applies: (i) whether such work is performed by Contractor or performed by others on behalf of Contractor; and (ii) regardless of acts or omissions of the Additional Insured(s). Additional Insureds coverage shall not be limited to general supervision of Contractor's Work. Such insurance secured by the Contractor shall be on a primary basis with the Additional Insureds' own insurance coverage or self-insurance being excess and non-contributory.

(c) A Waiver of Subrogation shall apply in favor of Owner (and others named as Additional Insureds).

(d) In no way limiting any other provision hereof, there shall be no limitations or exclusions from coverage for Exterior Insulation Finish Systems/Exterior Finish Insulation Systems or Direct Exterior Finish Systems, if applicable.

11.1.2.5 Coverage for Contractor's Tools and Equipment:

(a) Contractor is responsible for insuring its own tools and equipment and any tools and equipment which Contractor utilizes in connection with its Work.

(b) A Waiver of Subrogation shall apply in favor of Owner (and others named as Additional Insureds).

11.1.2.6 Other Insurance Provisions:

(a) By requiring the insurance as set forth above, Owner does not represent that the coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under any indemnification provided to Owner (whether pursuant to the Contract Documents or otherwise).

(b) Owner will have the right, but not the obligation, to procure and maintain the above insurance in the name of and at the expense of Contractor, with the right to offset said costs against any and all sums due Contractor, should Contractor fail to procure and maintain the required insurance. Contractor shall provide all information as may be necessary or desirable in order to procure and maintain such insurance.

11.1.3 To the extent allowed under the applicable builders risk or similar property insurance policy, Contractor waives all rights against the Owner for damages caused by fire or other perils to the extent covered by builders risk or similar property insurance provided, except such rights as they may have for the proceeds of such insurance. Contractor shall require similar waivers from its contractors, subcontractors, materialmen and suppliers.

11.1.4 Contractor and its insurer(s) waive all rights against Owner (and others named as Additional Insureds) for recovery of damages whether or not these damages are covered by the Commercial General Liability; Automobile Liability; and Umbrella Excess Liability policies obtained by Contractor as set forth, above. In addition, a similar waiver applies to any applicable physical damage coverage on Contractor's tools, equipment and vehicles which Contractor utilizes in connection with its Work, whether or not such items are owned by Contractor.

11.3.1.4 Delete Section 11.3.1.4 in its entirety and insert in place thereof the following:

11.4.1.4 Owner's property insurance or "Builder's Risk" will cover only work that is in place. The Contractor shall provide an Installation Floater for Comprehensive Property, Fire and Theft Insurance for materials that are in transit, stored at site or elsewhere, and for work that is not in place or incorporated into the work. The insurance shall cover the interests of the Owner, contractors, subcontractors and Architect.

11.3.3 Delete Section 11.3.3 in its entirety.

11.3.7 Delete Section 11.3.7 in its entirety.

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.2.2.1 Revise Section 12.2.2.1 as follows:

.1 After the words "one year" in the first sentence of Section 12.2.2.1 insert the following clause:

(or for such period of time that any Bond is outstanding)

.2 After the words "one-year period" in the third sentence of Section 12.2.2.1 insert the following clause:

(or for such period of time that any Bond is outstanding)

12.2.2.2 After the words "one-year period" in the first line of Section 12.2.2.2 insert the following clause:

(or for such period of time that any Bond is outstanding)

12.2.2.3 After the words "one-year period" in the first sentence of Section 12.2.2.3 insert the following clause:

(or for such period of time that any Bond is outstanding)

12.2.5 After the words "one-year period" in the second sentence of Section 12.2.5 insert the following clause:

(or for such period of time that any Bond is outstanding)

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.2.1 Delete 13.2.1 in its entirety and insert in place thereof the following:

13.2.1 The Owner and the Contractor each binds himself, successors, assigns and legal representatives to the other party hereto and to the successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Contractor shall not assign the Contract or sublet it as a whole without the written consent of the Owner, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the previous written consent of the Owner. It is understood that Owner may intend to assign its rights hereunder to its lender and Contractor agrees, if requested, to enter into a written agreement, on a form provided by said lender, with such lender pursuant to which at the lender's request, Contractor will complete the Work upon payment of the balance of the contract price, as adjusted by Change Orders. Any entity which shall succeed to the rights of Owner shall be entitled to enforce the rights of Owner hereunder.

13.7 Delete Section 13.7 in its entirety and substitute therefor the following:

13.7 Notwithstanding anything to the contrary, the applicable statute of limitations period shall not commence, nor shall any cause of action be deemed to accrue prior to the latest date on which such period would commence or accrue by the discovery rule or otherwise, under the laws of the state of New Hampshire.

13.8 Add the following new Section 13.8:

13.8 Confidentiality

13.8.1 The Contractor acknowledges that certain of the Owner's valuable, confidential and proprietary information may come into the Contractor's possession. Accordingly, the Contractor agrees to hold all information it obtains from or about the Owner or this Project, and which information is not generally known to the public or in the public domain, in strictest confidence, and not to use such information other than for the performance of the services under this Agreement, and to cause its employees, subcontractors or consultants to whom such information is transmitted to be bound to the same obligation of confidentiality to which the Contractor is bound. The Contractor shall not communicate the Owner's information in any form to any third party without the Owner's prior written consent. In the event of any violation of this provision, the Owner shall be entitled to preliminary and permanent injunctive relief as well as an equitable accounting of all profits or benefits arising out of such violation, which remedy shall be in addition to any other rights or remedies to which the Owner may be entitled.

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

14.4.3 Revise Section 14.4.3 by deleting the phrase “along with reasonable overhead and profit on the Work not executed”.

ARTICLE 15: CLAIMS AND DISPUTES

15.1.2 After the word “Claims” in the second sentence of Section 15.1.2 add the following:

during the Construction Phase,

15.4 Replace Section 15.4 and all of its Sections with the following:

15.4 Section 15.4 and all references to arbitration in this Contract and the Contract Documents, including the Agreement are deleted. All claims, disputes, and other matters in controversy, shall be resolved by mediation followed, if necessary, by litigation.

SECTION 01 2200

UNIT PRICES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. List of unit prices, for use in preparing Bids.
- B. Measurement and payment criteria applicable to Work performed under a unit price payment method.
- C. Defect assessment and non-payment for rejected work.

1.02 COSTS INCLUDED

- A. Unit Prices included on the Bid Form shall include full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.

1.03 UNIT QUANTITIES SPECIFIED

- A. Quantities indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements of actual Work will determine the payment amount.

1.04 MEASUREMENT OF QUANTITIES

- A. Take all measurements and compute quantities. Measurements and quantities will be verified by Architect.
- B. Assist by providing necessary equipment, workers, and survey personnel as required.
- C. Measurement Devices:
- D. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.
- E. Measurement by Area: Measured by square dimension using mean length and width or radius.
- F. Linear Measurement: Measured by linear dimension, at the item centerline or mean chord.
- G. Perform surveys required to determine quantities, including control surveys to establish measurement reference lines. Notify Burnell-Johnson Architects prior to starting work.

1.05 PAYMENT

- A. Payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities of Work which is incorporated in or made necessary by the Work and accepted by the Burnell-Johnson Architects and Lender, multiplied by the unit sum/price.
- B. Payment will not be made for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products not completely unloaded from the transporting vehicle.
 - 4. Products placed beyond the lines and levels of the required Work.
 - 5. Products remaining on hand after completion of the Work.
 - 6. Loading, hauling, and disposing of rejected Products.

1.06 DEFECT ASSESSMENT

- A. Replace Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of the Burnell-Johnson Architects and Lender, it is not practical to remove and replace the Work, the Burnell-Johnson Architects and Lender will direct one of the following

remedies:

1. The defective Work may remain, but the unit sum/price will be adjusted to a new unit price at the discretion of the Burnell-Johnson Architects and Lender.
 2. The defective Work will be partially repaired to the instructions of the Burnell-Johnson Architects, and the unit sum/price will be adjusted to a new unit price at the discretion of the Burnell-Johnson Architects and Lender.
- C. The authority of the Burnell-Johnson Architects and Lender to assess the defect and identify payment adjustment is final.

1.07 SCHEDULE OF UNIT PRICES

- A. Item: Clean Granular Fill; Section 31 2323
- B. Item: Select Granular Fill; Section 31 2323.
- C. Item: ¾" Crushed Stone
- D. Item: Rock Removal-Trench; Section 31 2316.26.
- E. Item: Rock Removal – Open Pit; Section 31-2316.26
- F. Item: Base Course Fill; Section 31 2323.
- G. Item: Sand; 31 2323.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 10 2800

TOILET, BATH, AND LAUNDRY ACCESSORIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Accessories for toilet rooms, showers, residential bathrooms, and utility rooms.
- B. Grab bars.

1.02 RELATED REQUIREMENTS

- A. Section 06-1000: Concealed supports for accessories, including in wall framing and plates and plates and blocking.
- B. Section 15000: Placement of concealed anchor devices.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate the work with the placement of internal wall reinforcement to receive anchor attachments.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Toilet Accessories:
 - 1. American Specialties, Inc: www.americanspecialties.com.
 - 2. Bobrick Washroom Equipment, Inc. www.Bobrick.com
 - 3. Taymor Industries; www.Taymor.com
 - 4. Ketcham Medicine Cabinets and Accessories; www.ketchamcabinets.com
 - 5. Substitutions: Section 01 6000 - Product Requirements.
- B. All items of each type to be made by the same manufacturer.

2.02 MATERIALS

- A. Accessories - General: Shop assembled, free of dents and scratches and packaged complete with anchors and fittings, steel anchor plates, adapters, and anchor components for installation.
- B. Stainless Steel Sheet: ASTM A666, Type 304.
- C. Stainless Steel Tubing: ASTM A269, Type 304 or 316.
- D. Galvanized Sheet Steel: Hot-dipped galvanized steel sheet, ASTM A653/A653M, with G90/Z275 coating.
- E. Mirror Glass: Float glass, ASTM C1036 Type I, Class 1, Quality Q2, with silvering, protective and physical characteristics complying with ASTM C1503.
- F. Fasteners, Screws, and Bolts: Hot dip galvanized, tamper-proof, security type.
- G. Expansion Shields: Fiber, lead, or rubber as recommended by accessory manufacturer for component and substrate.

2.03 FINISHES

- A. Stainless Steel: No. 4 satin brushed finish, unless otherwise noted.
- B. Baked Enamel: Pretreat to clean condition, apply one coat primer and minimum two coats epoxy baked enamel.

2.04 TOILET ROOM ACCESSORIES

- A. Toilet Paper Dispenser: Double roll, surface mounted bracket type, stainless steel.
 - 1. Attached Purse Shelf: 0.03 inch satin finished stainless steel, with rolled or formed edge at front.
 - 2. American Specialties, Inc; Product 0697-GAL: www.americanspecialties.com.
- B. Paper Towel Dispenser: Roll type, stainless steel, surface-mounted.
 - 1. American Specialties, Inc; Product 8165: www.americanspecialties.com.
- C. Grab Bars: Stainless steel, 1-1/2 inches outside diameter, minimum 0.05 inch wall thickness, nonslip grasping surface finish, concealed flange mounting; 1-1/2 inches clearance between wall and inside of grab bar.
 - 1. Length and configuration: As indicated on drawings.
 - 2. American Specialties, Inc; Product 3800 Series: www.americanspecialties.com.
- D. Robe Hook: Heavy-duty stainless steel, double-prong, rectangular-shaped bracket and backplate for concealed attachment, satin finish.
 - 1. American Specialties, Inc; Product 7345: www.americanspecialties.com.

2.05 SHOWER AND TUB ACCESSORIES

- A. Shower Curtain Rod: Stainless steel tube, 1 inch outside diameter, 0.04 inch wall thickness, satin-finished, with 3 inch outside diameter, minimum 0.04 inch thick chrome finished flanges, for inside mounting.
 - 1. American Specialties, Inc; Product 1214: www.americanspecialties.com.
 - 2. Shower curtain hooks: Stainless steel spring wire designed for snap closure.
 - 3. Curtain: 1200V

2.06 RESIDENTIAL ACCESSORIES

- A. Toilet Paper Dispenser: Single roll, surface mounted bracket type, stainless steel.
 - 1. American Specialties, Inc; Product 7305: www.americanspecialties.com.
- B. Robe Hooks: Single-prong, round-shaped bracket and backplate for concealed attachment, satin stainless steel finish.
 - 1. American Specialties, Inc; Product 7340: www.americanspecialties.com.
- C. Grab Bars: Stainless steel, 1-1/2 inches outside diameter, minimum 0.05 inch wall thickness, nonslip grasping surface finish, concealed flange mounting; 1-1/2 inches clearance between wall and inside of grab bar.
 - 1. Length and configuration: As indicated on drawings.
 - 2. American Specialties, Inc; Product 3800 Series: www.americanspecialties.com.
- D. Towel Bar: 3/4 inch round tubular bar; rectangular brackets, concealed attachment, satin stainless steel finish.
 - 1. American Specialties, Inc; Product 7355: www.americanspecialties.com.
- E. Medicine Cabinet: One-piece construction of heavy-gage steel with factory-applied, gloss white, baked enamel finish, fully recessed, satin finish stainless steel mirror frame, reversible type.
 - 1. American Pride; Model #G9912RPR1 white MDF.

2.07 UTILITY ROOM ACCESSORIES

- A. Combination Utility Shelf/Mop and Broom Holder: 0.05 inch thick stainless steel, Type 304, with 1/2 inch returned edges, 0.06 inch steel wall brackets.
 - 1. Drying rod: Stainless steel, 1/4 inch diameter.
 - 2. Hooks: 2, 0.06 inch stainless steel rag hooks at shelf front.
 - 3. Mop/broom holders: 3 spring-loaded rubber cam holders at shelf front.
 - 4. Length: Manufacturer's standard length for number of holders/hooks.

PART 3 EXECUTION

3.01 PREPARATION

- A. Deliver inserts and rough-in frames to site for timely installation.
- B. Provide templates and rough-in measurements as required.

3.02 INSTALLATION

- A. Install accessories in accordance with manufacturers' instructions.
- B. Install plumb and level, securely and rigidly anchored to substrate.
- C. Mounting Heights and Locations: As required by accessibility regulations and as indicated on drawings.

END OF SECTION

SECTION 31 2316

EXCAVATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Excavating for building volume below grade, footings, slabs-on-grade, paving, site structures, and utilities within the building.
- B. Trenching for utilities outside the building to utility main connections.

1.02 RELATED REQUIREMENTS

- A. Geotechnical Summary Report; bore hole locations and findings of subsurface materials.
- B. Section 31 2200 - Grading: Grading.
- C. Section 31 2323 - Fill: Fill materials, filling, and compacting.
- D. Section 31 2316.13 - Trenching: Excavating for utility trenches outside the building to utility main connections.
- E. Section 31 2316.26 - Rock Removal: Removal of rock during excavating.

1.03 PRICE AND PAYMENT PROCEDURES

- A. See Section 01 2200 - Unit Prices, for general requirements applicable to unit prices for excavation.
- B. See Section 31 2323 - Fill, for measurement and payment provisions related to fill.
- C. See Section 31 2316.26 - Rock Removal, for measurement and payment provisions related to rock removal.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Report outlining scope and sequence of site and subgrade preparation for use in determining geotechnical observation and reporting requirements..

1.05 PROJECT CONDITIONS

- A. Verify that survey bench mark and intended elevations for the Work are as indicated.
- B. Protect plants, lawns, rock outcroppings, and other features to remain.
- C. Protect bench marks, survey control points, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PREPARATION

- A. Identify required lines, levels, contours, and datum locations.
- B. See Section 31 2200 for additional requirements.

3.02 EXCAVATING

- A. Excavate to accommodate new structures and construction operations.
- B. Notify Burnell Johnson of unexpected subsurface conditions and discontinue affected Work in area until notified to resume work.

- C. Slope banks of excavations deeper than 4 feet to angle of repose or less until shored.
- D. Do not interfere with 45 degree bearing splay of foundations.
- E. Cut utility trenches wide enough to allow inspection of installed utilities.
- F. Hand trim excavations. Remove loose matter.
- G. Remove lumped subsoil, boulders, and rock up to **3 cu. yd.** measured by volume. See Section 31 2316.26 for removal of larger material.
- H. Correct areas that are over-excavated and load-bearing surfaces that are disturbed; see Section 31 2323.
- I. Grade top perimeter of excavation to prevent surface water from draining into excavation.
- J. Remove excavated material that is unsuitable for re-use from site.
- K. Stockpile excavated material to be re-used in area designated on site.
- L. Remove excess excavated material from site.

3.03 FIELD QUALITY CONTROL

- A. See Section 01 4000 - Quality Requirements, for general requirements for field inspection and testing.
- B. Provide for visual inspection of load-bearing excavated surfaces before placement of foundations.

3.04 PROTECTION

- A. Prevent displacement of banks and keep loose soil from falling into excavation; maintain soil stability.
- B. Protect bottom of excavations and soil adjacent to and beneath foundation from freezing.

END OF SECTION

SECTION 31 2316.26

ROCK REMOVAL

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Unit prices for removal of discovered rock during excavation.
- B. Areas of rock removal identified as part of the Site Plans and Retaining Wall Plans included in the Contract Documents, are to be part of the base bid.

1.02 RELATED REQUIREMENTS

- A. Section 31 2323 - Fill: Fill materials.
- B. Section 03 3000 - Cast-in-Place Concrete.

1.03 PRICE AND PAYMENT PROCEDURES

- A. See Section 01 2200 - Unit Prices, for additional unit price requirements.
- B. Site Rock Removal: By the cubic yard measured before disintegration. Includes preparation of rock for removal, mechanical disintegration of rock, removal from position, loading and removing from site. For over excavation, payment will not be made for over excavated work nor for replacement materials.
- C. Trench Rock Removal: By the cubic yard measured before disintegration. Includes preparation of rock for removal, mechanical disintegration of rock, removal from position, loading and removing from site. For over excavation, payment will not be made for over excavated work nor for replacement materials.

1.04 DEFINITIONS

- A. Site Rock: Solid mineral material with a volume in excess of 3 cubic yards or solid material that cannot be removed with a 1 3/4 cubic yard capacity power shovel without drilling or blasting.
- B. Trench Rock: Solid mineral material with a volume in excess of 3 cubic yards or solid material that cannot be removed with a 1 3/4 cubic yard capacity power shovel without drilling or blasting.

1.05 QUALITY ASSURANCE

- A. Seismic Survey Firm: Company specializing in seismic surveys with five years documented experience.
- B. Explosives Firm: Company specializing in explosives for disintegration of rock, with five years documented experience.

1.06 REGULATORY REQUIREMENTS

- A. Conform to applicable code for explosive disintegration of rock and to NFPA 495 for handling explosive materials.
- B. Obtain permits from authorities having jurisdiction before explosives are brought to site or drilling is started.

1.07 PROJECT CONDITIONS

- A. Conduct survey and document conditions of buildings near locations of rock removal, prior to blasting, and photograph existing conditions identifying existing irregularities.
- B. Advise Great Bridge Attleborough Limited Partnership of adjacent buildings or structures in writing, prior to executing seismographic survey. Explain planned blasting and seismic

operations.

- C. Obtain a seismic survey prior to rock excavation to determine maximum charges that can be used at different locations in area of excavation without damaging adjacent properties or other work.
- D. Schedule Work to avoid disruption to occupied buildings nearby.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Explosives: Type recommended by explosive firm following seismic survey and required by authorities having jurisdiction.
- B. Delay Device: Type recommended by explosives firm.
- C. Blast Mat Materials: Type recommended by explosives firm.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify site conditions and note subsurface irregularities affecting work of this section.

3.02 PREPARATION

- A. Identify required lines, levels, contours, and datum.

3.03 ROCK REMOVAL

- A. Excavate and remove rock by either mechanical or explosive methods.
- B. Mechanical Methods: Drill holes and utilize expansive tools, wedges, or mechanical disintegration compound to fracture rock.
- C. If rock is uncovered requiring the explosives method for rock disintegration, execute as follows:
 - 1. Provide seismographic monitoring during progress of blasting operations.
 - 2. Disintegrate rock and remove from excavation.
- D. Use of Explosives: Obtain permits from authorities having jurisdiction before explosives are brought to site or drilling is started.
 - 1. Comply with NFPA 495 and applicable state and local codes.
 - 2. Prior to blasting, obtain a seismographic survey to determine maximum charges that can be used at each location in area of excavation without damaging adjacent properties or other work.
 - 3. Prior to executing seismographic survey, advise owners of adjacent buildings and structures in writing; explain planned survey and blasting operations.
 - 4. Prior to blasting, document conditions of buildings near locations of intended blasting and photograph existing conditions identifying existing irregularities.
 - 5. Schedule work to avoid working hours of occupied buildings nearby.
- E. Form level bearing at bottom of excavations.
- F. Remove shaled layers to provide sound and unshattered base for footings.
- G. In utility trenches, excavate to 6 inches below invert elevation of pipe and 24 inches wider than pipe diameter.
- H. Remove excavated materials from site.
- I. Correct unauthorized rock removal in accordance with backfilling and compacting requirements of Section 31 2323.

3.04 FIELD QUALITY CONTROL

- A. Independent agency field inspection will be provided under provisions of Section 01 4000 - Quality Requirements.
- B. Provide for visual inspection of foundation bearing surfaces and cavities formed by removed rock.

END OF SECTION