

11.3.6 The Owner and Contractor waive all rights against (1) each other and the Subcontractors, Sub-subcontractors, agents and employees each of the other, and (2) the Architect and separate contractors, if any, and their subcontractors, sub-subcontractors, agents and employees, for damage caused by fire or other perils to the extent covered by insurance obtained pursuant to this Paragraph 11.3 or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by the Owner as trustee. The foregoing waiver afforded the Architect, his agents and employees shall not extend to the liability imposed by Subparagraph 4.18.3. The Owner or the Contractor, as appropriate, shall require of the Architect, separate contractors, Subcontractors and Sub-subcontractors by appropriate agreements, written where legally required for validity, similar waivers each in favor of all other parties enumerated in this Subparagraph 11.3.6.

11.3.7 If required in writing by any party in interest, the Owner as trustee shall, upon the occurrence of an insured loss, give bond for the proper performance of his duties. He shall deposit in a separate account any money so received, and he shall distribute it in accordance with such agreement as the parties in interest may reach, or in accordance with an award by arbitration in which case the procedure shall be as provided in Paragraph 7.9. If after such loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate Change Order.

11.3.8 The Owner as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within five days after the occurrence of loss to the Owner's exercise of this power, and if such objection be made, arbitrators shall be chosen as provided in Paragraph 7.9. The Owner as trustee shall, in that case, make settlement with the insurers in accordance with the directions of such arbitrators. If distribution of the insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

11.3.9 If the Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed to by the Owner and Contractor and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. This insurance shall not be cancelled or lapsed on account of such partial occupancy or use. Consent of the Contractor and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

11.4 LOSS OF USE INSURANCE

11.4.1 The Owner, at his option, may purchase and maintain such insurance as will insure him against loss of use of his property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of his property, including consequential losses due to fire or other hazards however caused, to the extent covered by insurance under this Paragraph 11.4.

ARTICLE 12

CHANGES IN THE WORK

12.1 CHANGE ORDERS

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

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

12.1.3 The cost or credit to the Owner resulting from a change in the Work shall be determined in one or more of the following ways:

- 1 by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- 2 by unit prices stated in the Contract Documents or subsequently agreed upon;
- 3 by cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- 4 by the method provided in Subparagraph 12.1.4.

12.1.4 If none of the methods set forth in Clauses 12.1.3.1, 12.1.3.2 or 12.1.3.3 is agreed upon, the Contractor, provided he receives a written order signed by the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the Architect on the basis of the reasonable expenditures and savings of those performing the Work attributable to the change, including, in the case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, and also under Clauses 12.1.3.3 and 12.1.3.4 above, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a Change Order. Unless otherwise provided in the Contract Documents, cost shall be limited to the following: cost of materials, including sales tax and cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; workers' or workmen's compensation insurance; bond premiums; rental value of equipment and machinery; and the additional costs of supervision and field office personnel directly attributable to the change. Pending final determination of cost to the Owner, payments on account shall be made on the Architect's Certificate for Payment. The amount of credit to be allowed by the Contractor to the Owner for any deletion

or change which results in a net decrease in the Contract Sum will be the amount of the actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change.

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

12.2 CONCEALED CONDITIONS

12.2.1 Should concealed conditions encountered in the performance of the Work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, the Contract Sum shall be equitably adjusted by Change Order upon claim by either party made within twenty days after the first observance of the conditions.

12.3 CLAIMS FOR ADDITIONAL COST

12.3.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Architect written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with Paragraph 10.3. No such claim shall be valid unless so made. If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Architect. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

12.3.2 If the Contractor claims that additional cost is involved because of, but not limited to, (1) any written interpretation pursuant to Subparagraph 2.2.8, (2) any order by the Owner to stop the Work pursuant to Paragraph 3.3 where the Contractor was not at fault, (3) any written order for a minor change in the Work issued pursuant to Paragraph 12.4, or (4) failure of payment by the Owner pursuant to Paragraph 9.7, the Contractor shall make such claim as provided in Subparagraph 12.3.1.

12.4 MINOR CHANGES IN THE WORK

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

The Contractor shall carry out such Work promptly.

ARTICLE 13

UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING OF WORK

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

13.1.2 If any other portion of the Work has been which the Architect has not specifically requested serve prior to being covered, the Architect may require to see such Work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be borne by the Owner. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay the costs unless it be found that this condition was caused by the Owner or a separate contractor as provided in Article 6, in which event the Owner shall be responsible for the payment of such costs.

13.2 CORRECTION OF WORK

13.2.1 The Contractor shall promptly correct and replace Work rejected by the Architect as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, and compensation for the Architect's additional services necessary thereby.

13.2.2 If, within one year after the Date of Substantial Completion of the Work or designated portion thereof, within one year after acceptance by the Owner of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written order from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination of the Contract. The Owner shall give such notice within a reasonable time after discovery of the condition.

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

13.2.4 If the Contractor fails to correct defective or non-conforming Work as provided in Subparagraphs 13.2.1 and 13.2.2, the Owner may correct it at the Contractor's expense in accordance with Paragraph 3.4.

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

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

13.2.7 Nothing contained in this Paragraph 13.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Paragraph 4.5 hereof. The establishment of the time period of one year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the Work.

13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

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

ARTICLE 14

TERMINATION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 If the Work is stopped for a period of thirty days under an order of any court or other public authority

having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, or if the Work should be stopped for a period of thirty days by the Contractor because the Architect has not issued a Certificate for Payment as provided in Paragraph 9.7 or because the Owner has not made payment thereon as provided in Paragraph 9.7, then the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.

14.2 TERMINATION BY THE OWNER

14.2.1 If the Contractor is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract Documents, then the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven days' written notice, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished.

14.2.2 If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including compensation for the Architect's additional services made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or to the Owner, as the case may be, shall be certified by the Architect, upon application, in the manner provided in Paragraph 9.4, and this obligation for payment shall survive the termination of the Contract.

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SECTION F
SUPPLEMENTARY GENERAL CONDITIONS

1. GENERAL CONDITIONS - A.I.A. FORM

(A) AIA Document A-201, "General Conditions of the Contract for Construction", dated August, 1976, is bound herewith and hereby made a part of this contract, except as amended and supplemented below.

2. AMENDMENTS TO THE GENERAL CONDITIONS

(A) ARTICLE 1 - Paragraph 1.2 - EXECUTION, CORRELATION, INTENT AND INTERPRETATIONS

Delete Paragraph 1.2.1 and substitute:

1.2.1 The Contract Documents shall be signed in not less than duplicate by the Owner and the Contractor. The Architect shall be provided with a conformed copy identifying the individuals signing for each party.

Add the following to Paragraph 1.2.2:

It is understood that no claims will be allowed against the Owner on account of any discrepancies in the observations so made by the Contractor.

Add the following paragraphs:

1.2.5 In case of discrepancies between the Contract Documents, these specifications shall take precedence over drawings, large scale drawings shall govern over small-scale drawings, and the agreement shall take precedence over the drawings and specifications. Addenda shall take precedence over the original drawings and specifications. Any discrepancies between the Contract Documents shall be promptly called to the attention of the Architect and no work so affected shall be undertaken in advance of the Architect's decision except at the Contractor's risk.

1.2.6 Should any error or omission exist in either the drawings or specifications, or conflict one with the other, the Contractor and/or subcontractors concerned shall not avail themselves of such unintentional error, omission or conflict, but shall have same explained and adjusted before signing the contracts or proceeding with the work. Otherwise, each Contractor or subcontractor shall at his own expense, supply the proper materials and labor to make good any damage to or defect in his work caused by such error, omission or conflict.

(B) ARTICLE 2 - Paragraph 2.2 - ADMINISTRATION OF THE CONTRACT

Add the following paragraph:

2.2.20 Approval of the Architect is the leading factor under any "or equal" clause and his approval shall be obtained in writing before any

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substitution is made. In the event the Contractor fails to obtain approval, no consideration will be given to any appeal from the decision of the Architect's condemning any material furnished.

(C) ARTICLE 3 - Paragraph 3.2 - INFORMATION AND SERVICES REQUIRED OF THE OWNER

Delete Paragraph 3.2.1

In Paragraph 3.2.2 delete the phrase: "and a legal description of the site."

Delete Paragraph 3.2.5, and substitute:

3.2.5 Unless otherwise provided for in the Contract Documents, the Contractor will be furnished, free of charge, six copies of the Drawings and Specifications. Any additional copies desired by the Contractor shall be obtained by him at the cost of reproduction.

(D) ARTICLE 4 - Paragraph 4.1 - DEFINITION

Add the following paragraph:

4.1.2 Nothing contained in the Contract Documents shall create a contractual relationship between the Contractor and the Architect.

(E) ARTICLE 4 - Paragraph 4.3 - SUPERVISION, AND CONSTRUCTION PROCEDURES

Add the following paragraph:

4.3.4 Responsibility of Contractor

.1 Planning the Work: The Contractor, in addition to his contract duties, shall be responsible for planning out and coordinating the work of all trades and subcontractors prior to commencement of such work. The Contractor shall provide qualified superintendents as well as the necessary office and field staff in order to achieve such planning out and coordination.

.2 Laying out of Work: The Contractor shall verify the survey and layout of the building and all related work and shall provide himself and for all subcontractors the necessary lines, levels, measurements and locations, and shall assume complete responsibility for the correctness thereof. The laying out of all work shall be prior to commencement of such work and shall include both work on the site and shop work. Any work wrongfully built by reason of error in measurements, lines, or levels shall be taken down and rebuilt as may be directed by the Architect. The Contractor shall also verify and dimensionally coordinate the work of all trades and subcontractors prior to the commencement of work. Any work wrongfully built by reason of error in measurements, lines, or levels shall be taken down and rebuilt as may be directed by the Architect. The Contractor shall employ a surveyor to establish such lines and levels, necessary to the proper locating, laying out and erecting of his work.

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(F) ARTICLE 4 - Paragraph 4.4 - LABOR AND MATERIALS

Add the following to Paragraph 4.4.1:

- .1 General: The Owner reserves the right to approve or disapprove the method of tying in and operation of all temporary utilities and required forty-eight (48) hours advance notice of same.
- .2 Water: Water for use during construction period for all trades shall be provided by the Contractor. The Owner may, at his option, provide water from existing sources at the site.
- .3 Temporary Heat:
The Owner will provide heat for this project via existing building heating system.
- .4 Temporary Light and Power:
 - .1 The Owner will provide power via existing building electric systems so designated for use for construction of this project. The contractor shall provide code approved temporary branch wiring as may be required to install the work.
 - .2 The Contractor shall maintain electrical energy for power and light and meet all conditions and requirements necessary for providing and maintaining artificial light in the progress of all branches of the work.
 - .3 Temporary wiring to accommodate temporary lighting fixtures and power during construction shall be provided as specified.

Add the following paragraph:

- 4.4.3 The words "or approved equal" as written in these specifications are understood to follow the name of any maker or manufacturer of a product or material mentioned or shown on the drawings or specified herein to define the article required, and it is understood to mean any material or article which, in the opinion of the Architect, is equal in quality, durability, strength or design to the article named and which will perform adequately the functions imposed by the general design.

(G) ARTICLE 4 - Paragraph 4.7 - PERMITS, FEES AND NOTICES

Add the following to Paragraph 4.7.2:

- .1 The provisions of this paragraph shall be extended to include all codes, standards and publications of private and public bodies mentioned within the specifications or on the drawings, and all so mentioned shall be considered to be those in force at the time of the contract award.

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- .2 All equipment and materials furnished under this Contract and labor performed therein shall be in complete accordance with the State of Maine Board of Fire Underwriters, National Fire Protection Association, National Electric Code, New England Fire Insurance Rating Association, Underwriter's Laboratories, and utility regulations and requirements governing such work, including the Occupational Safety and Hazard Act (OSHA).

(H) ARTICLE 4 - Paragraph 4.9 - SUPERINTENDENT

Add the following paragraphs:

4.9.2. Superintendence of the work by the project superintendent designated member of his staff in his work absence shall be continuous at all times that work of any kind is in progress.

4.9.3 The superintendent shall arrange to receive and act upon communications from the Architect and see that replies are promptly written and directed to the Architect.

4.9.4 The superintendent shall have full authority to carry out the directions of the Architect in regard to:

(1) the removal of rejected material; (2) the employment of sufficient men; (3) the procurement of suitable material and the method of doing work. Only on the ground that the directions of the Architect are in conflict with the terms of the contract and the notification to the Architect in writing within 24 hours stating wherein his instructions are at variance with the contract, shall the superintendent fail to carry them out.

(I) ARTICLE 4 - Paragraph 4.10 - PROGRESS SCHEDULE

To paragraph 4.10.1, add the following:

This schedule shall indicate the dates for the starting and completion of the various stages of construction. Whenever the progress of the work is such that the Progress Schedule submitted cannot be maintained, the Contractor shall, upon the request of the Architect, submit a revised Progress Schedule designed to meet the completion date of the Contract.

(J) ARTICLE 4 - Paragraph 4.22 - DOCUMENTS AND SAMPLES AT THE SITE

Add the following paragraph:

4.11.2 Record Drawings:

- .1 Changes to be made, whether resulting from formal change orders or other instructions issued by the Architect. Include changes in sizes, grades, location, and dimensions, and indicate dimensions and grades all underground pipes, conduits, cables, valves, junctions, connections, and ends. Principal dimensions of concealed work shall be recorded and for piping installation, numbers shall be added as soon as established. These

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prints and specifications, shall be kept up to date for monthly inspection by the Architect.

- .2 This procedure is mandatory; as stipulated in Section F, (V) Article 9, Paragraph 9.6.1.8.
- .3 At the completion of the job, these prints shall be submitted to the Architect, for final inspection and comment and correction, if required.

(K) ARTICLE 4 - Paragraph 4.12 - SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

4.12.9 The Contractor shall observe the following procedures in connection with shop drawings:

1. Standard Manufactured Items:

- .1 Submit a minimum of six copies of manufacturer's data sheets showing illustrated cuts of the item(s) to be furnished, scale details, sizes, dimensions, capacities, performance characteristics, wiring diagrams, controls, and other pertinent information. If more than one size or type is shown, indicate clearly intended item(s).
- .2 When approved or disapproved, the Architect will retain three copies. Submit sufficient copies for all other interested parties.
- .3 No "Disapproved" or "Resubmit" copies shall be sent to the job site.

.2 Major Items of Mechanical Equipment:

- .1 Submit a list of manufacturer's names for all major items of electrical and mechanical equipment for approval before submitting cuts and/or catalogues for the specific items to be approved.
- .2 From the list of approved manufacturers, submit cuts and catalogues for approval of the specific equipment as specified for Standard Manufactured Items.

.3 All Other Shop Drawings:

- .1 Submit one reproducible transparency and two black-line prints of each drawing until final approval is obtained.
- .2 On completion of checking, the Architect will obtain a record print of each transparency and return the transparency to the Contractor.
- .3 For transparencies returned "Approved" or "Approved except as noted", resubmission is not required; the Contractor shall

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obtain and distribute adequate prints for construction and then return the transparencies to the subcontractor or supplier from whom he originally received them.

- 4 Transparencies returned "resubmit" or "disapproved" as set forth below: General Contractor shall first obtain a recontact print and then forward them to source for correction of original drawings and resubmission of new transparency and blackline prints as above.

- 4 Each drawing shall have a clear space on the right hand side for approval stamps of both Architect and Contractor as well as the following data:

Name of Project
Architect
General Contractor
Dates
Drawing Title
Specification Section Number

5 Shop Drawing Grading

- 1 APPROVED: No corrections, no marks.

- 2 APPROVED EXCEPT AS NOTED: Minor amount of corrections, items can be fabricated without further corrections to original drawings; checking is complete and all corrections are obvious without ambiguity. Resubmit or not as indicated.

- 3 DISAPPROVED: Drawing is rejected as not in accord with Contract, too many corrections, or other justifiable reason. When returning drawings, Architect will state reasons for rejections. Correct and resubmit. Do not fabricate.

4.12.10 SAMPLES: The Contractor shall observe the following procedure in connection with samples.

- 1 The Contractor shall deliver test samples of any of the materials specified in any of the sections of these specifications to an independent testing agency selected by the Owner or the Architect if so required by the Owner or the Architect. This may apply to materials proposed for use, materials already delivered to the site or materials already incorporated into the construction.

- 2 Any materials which fail to meet the requirements of the specifications shall not be used whether or not previously approved by the Architect. If they have been delivered to the job, they shall be removed. If they have already been incorporated into construction, the Architect may order them removed, or, at the discretion of the Owner, through the Architect, they may be permitted to remain in place providing the Contractor agrees to proper deduction from the Contract sum.

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- .3 Tests of samples which are found to conform to the specifications shall be paid for by the Owner. Tests of samples which are found not to conform to the specifications shall be paid for out of funds owed the Contractor. This shall not relieve the Contractor of his obligation to perform and pay for specific tests described elsewhere in these specifications.

(L) ARTICLE 4 - Paragraph 4.12 - CUTTING AND PATCHING OF WORK

Add the following paragraphs:

4.14.3 The contractor shall be responsible for all cutting and patching of the work; he shall coordinate with each trade to establish their requirements and shall execute the work to conform with their progress on the job.

4.14.4 Sub- and separate contractors shall do or pay for cutting of the work after finish work is done unless they shall have given the Contractor definite directions to leave openings for such work before that portion of the structure is built. The Contractor shall patch up and finish around opening required for the work; however, if such openings are cut after finish work is done, the sub- or separate contractor who failed to install his work correctly or at the proper time shall pay for patching. In the event of any controversy over the above or in the event of lack of dimensions or agreement in writing concerning openings to be left, the decision of the Architect as to whom is responsible shall be final.

(M) ARTICLE 4 - Paragraph 4.15 - CLEANING UP

Add the following to Paragraph 4.14.1:

- .1 The Contractor shall replace any broken glass and remove stains, spots, marks, and dirt from finished work; clean hardware, remove paint spots and smears from all surfaces, clean electric fixtures, switch plates and outlet plates, and machine buff floor surfaces soiled by work of this Contract. All parts of the interior and exterior of the building and premises shall be absolutely clean when the building is turned over to the Owner.

(N) ARTICLE 5 - Paragraph 5.2 - AWARD OF SUBCONTRACT, ETC.

Add the following paragraph:

5.2.5 The work in these specifications is intended to be described under the proper trade. It may be redistributed by the Contractor, except as directed herein, provided no controversy will arise among the trades and progress will not be delayed. Redistribution shall not impose on the Owner or Architect any responsibility for omissions or duplications on the part of the Contractor or any of his subcontractors.

(O) ARTICLE 5 - Paragraph 5.3 - SUBCONTRACTUAL RELATIONS

Add the following paragraphs:

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5.3.2 The Contractor shall be fully responsible for coordinating work done by all subcontractors. It shall be mandatory that he expedite work of all trades so that there will be no delay at any time in the general progress of the project. Each trade shall be afforded reasonable opportunities for the installation of its work and for storage and handling of its materials.

5.3.3 The Contractor shall refer to the drawings and specifications pertaining to the mechanical trades and shall include in his bid any work in connection with the mechanical trades to be done by other trades under his direct control in order to fit all elements of the job together properly and completely.

5.3.4 The Mechanical trades drawings are diagrammatic. Exact locations of fixtures and outlets shall be as shown on the detailed architectural drawings. Exact locations of runs of piping, ducts and conduits shall be established prior to installation so that they will clear each other and other obstructions; in general, piping requiring uniform pitch and horizontal runs shall be given the right of way.

5.3.5 All piping shall be installed to conform to the ceiling, trim and other finished work as shown on the architectural drawings.

5.3.6 The heating and ventilating subcontractor shall refer to architectural and electrical drawings for the locations of all diffusers, grilles, convectors and electrical equipment in relation to all ceilings and other work. All ductwork and piping shall be installed to conform to the treatment as shown on the architectural drawings and shall clear electrical equipment as required for the architectural treatment. The heating and ventilating subcontractor shall raise or lower his ductwork to clear piping.

5.3.7 The electrical subcontractor shall refer to the architectural drawings for the exact location of the light fixtures. The conduit junction boxes shall be located with care so as to avoid interference with plumbing piping, ductwork or other heating and ventilating equipment.

5.3.8 The electrical subcontractor shall expedite his work so that lighting fixtures are installed and in operating condition prior to the time when the painting subcontractor will require the selection of colors by the Architect in order to proceed with his work on schedule. If lighting fixtures are not installed in any areas prior to painting, portable lighting of type and intensity of fixtures to be installed in the area shall be furnished before paint colors are selected.

5.3.9 All subcontractors shall cooperate fully with the painting subcontractor by either moving their fixed equipment or furnishing protective coverings for any field equipment which may have been installed prior to painting operations and thereby preventing painting. These subcontractors shall reinstall such equipment or protective coverings, following painting operations.

(P) ARTICLE 6 - Paragraph 6.1 - OWNERS RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

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Add the following to Paragraph 6.1.1:

The Owner shall have the right at any time during the construction of the project, to enter the structure for the purpose of installing any necessary work or for any other purpose in connection with the installation of facilities, it being naturally understood and agreed, however, that the Contractor and the Owner will labor to mutual advantage where their several works in the above mentioned or unforeseen instances touch upon or interfere with each other. The Owner also reserves the right to occupy certain portions of the work before Substantial Completion. If such right is exercised, the Owner will assume responsibility for damage to the structure caused by the Owner, but assumption of such responsibility for damage by the Owner in no way relieves the Contractor of his obligations as defined under Article 9 of the General Conditions of the Contract for completion of the work.

(Q) ARTICLE 7 - Paragraph 7.7 - TESTS

Add the following paragraphs:

7.7.5 The Contractor shall deliver test samples of any of the materials specified in any of the sections of these specifications to an independent testing agency selected by the Owner or the Architect, if so required by the Owner or the Architect. This may apply to materials proposed for use, materials already delivered to the job, or materials already incorporated into the construction.

7.7.6 The Contractor shall pay for taking of concrete control and testing samples and delivery to the University of New Hampshire Engineering Lab. Testing fees by the Lab shall be paid for by the Contractor. Test cylinders shall be made of all concrete pours according to instructions outlined in Section 0310.

(R) ARTICLE 7 - Paragraph 7.8 INTEREST

Delete Paragraph 7.8.1

(S) ARTICLE 8 - Paragraph 8.2 - PROGRESS AND COMPLETION

Add the following Paragraphs:

8.2.3 If in the opinion of the Architect, the progress of the work is such that the completion date cannot be met for causes other than those provided for in Article 8.3, he may require the Contractor to work additional men, overtime hours, or both, until he is satisfied that the time for completion can be met. The cost of all such overtime shall be paid by the Contractor.

8.2.4 The Owner, may, through the Architect, require the Contractor to work additional men, overtime hours, or both, in order to overcome delays provided for in Article 8.3, or to complete the work before the completion date set forth in the Contract, and the Owner will make compensation to the Contractor for the premium portion of the overtime rate at the net cost to the Contractor. No claims for loss of productivity will be allowed.

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(T) ARTICLE 9 - Paragraph 9.2 - SCHEDULE OF VALUES

Add the following to Paragraph 9.2.1

9.2.1.....for the Contractor's Application for Payment, which shall be submitted on A.I.A. Documents G702 and G702A.

Add the following paragraph:

9.2.2 At the time of award of contract, the Contractor shall submit to the Architect, for the Owner's use, a schedule of payment values showing the number of anticipated amounts of each monthly application for payment he expects to present to the Owner. This schedule shall be referred to as the Initial Schedule.

With each application of payment, the Contractor shall submit a current schedule of values showing information for actual applications submitted to date, including the current application for payment, as well as future applications to be submitted. See Form BE-0101 attached hereto, entitled "Contractor's Schedule for Applications for Payment", (Appendix B)

The amounts shown on these schedules of values shall be based on the Contract Price of the labor and materials incorporated in the work of materials actually stated at the time thereof up to the first day of the month in which the application for payment is to be presented.

The Owner shall furnish the form to the Contractor, through the Architect, for his use in reporting initial and current Schedules of Values.

(U) ARTICLE 9 - Paragraph 9.4 - CERTIFICATES FOR PAYMENT

Add the following to Paragraph 9.4

A routine ten percent shall be withheld on the certificates for payment until payments exceed fifty percent of the contract sum. The retained percentage may then be reduced to five percent if progress warrants reduction. The Contractor shall at no time withhold from subcontractors more than this percentage on payments due them according to the certificates.

(V) ARTICLE 9 - Paragraph 9.6 - PAYMENTS WITHHELD

Add the following to Paragraph 9.6.1

9.6.1 Failure to maintain record drawings described in Paragraph 4.11 up to date at the first of each month, as inspected and certified by Architect and Engineers.

Add the following paragraph:

9.6.3 The Architect may require the Contractor to furnish a statement of the job account at any time and the Contractor shall give permission for verification.

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(W) ARTICLE 9 - Paragraph 9.8 - SUBSTANTIAL COMPLETION

Add the following paragraphs

9.8.3 Temporary and trial usage: The temporary trial usage by the Owner of any mechanical device, machinery, apparatus, equipment or any work or materials supplied under this Contract before final completion and written acceptance of same by the Architect. The Owner shall have the privilege of such temporary trial usage, for such reasonable length of time as and when the Architect shall deem to be proper for making a complete and thorough test of same; and no claim for damage shall be made by the Contractor for the injury to or breaking of any parts of such work which may be caused by weakness or inaccuracy of structural parts of by defective material or workmanship. If the Contractor so elects, he may, at his own expense, place a competent person or persons satisfactory to the Architect, to make such trial usage.

9.8.4 Preliminary Occupancy: The Owner reserves the right at all times to deliver, place and install equipment and furnishings a work progresses, as long as there is no interference with work under the Contract. The Owner reserves the right to require the Contractor to so organize his work that portions of the building will be complete and ready for occupancy before the entire completion of the building, and to take possession and occupy any portion of the building prior to the completion of the entire contract without in any way waiving any of the provisions or requirements of the Contract as to the time of completion, acceptance of work in whole or in part. The occupancy of any portion or of the whole of the project does not constitute an acceptance of any work. Notice of intention to occupy any portion of the whole project shall be given by the Owner, through the Architect, at least 30 days before such occupancy shall begin.

(X) ARTICLE 10 - Paragraph 10.2 - SAFETY OF PERSONS AND PROPERTY

Add the following to Paragraph 10.2.1:

.4 All pipe lines, conduits, sewers, drains, poles, wiring and the like that in any way interfere with the work whether or not they are specifically shown on the drawings. He shall notify the proper authorities and see that all items to be abandoned are abandoned in a proper manner and that other items are protected, supported and/or moved as necessary to adjust them to the new work.

.5 The Contractor shall keep public walks adjacent to the property, the building and appurtenances clear of debris, ice and snow at all times.

Add the following to Paragraph 10.2.4:

The use or storage of explosives is forbidden unless the Contractor has notified the Owner in writing and has received written approval from the Owner for such operations.

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Paragraph 10.2.5; change the first sentence to include 10.2.1.4 above.

Add the following to Paragraph 10.2.6:

The Contractor shall submit to the Owner, without delay, verbal and written reports of all accidents involving bodily injury or property damage arising in connection with the work done under this Contract. A telephone call to the Office of the Division Manager - Buildings and Real Estate - New England Telephone - Boston Office, as soon as possible after the accident, followed by a written report will be required.

Add the following paragraphs:

10.2.8 The Contractor shall check with the proper authorities, the location of existing utilities before starting excavation work.

10.2.9 The Contractor shall prevent by shoring or sheet piling, as necessary, any caving or bulging of the sides of any excavation and leave the shoring or piling in place if and as directed by the Architect, and if or when any such shoring or piling be removed, fill solid all voids and spaces left thereby.

10.2.10 The Contractor shall provide and maintain an adequate number of hand fire extinguishers and take all other precautions necessary to prevent fires.

(Y) ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

Add the following paragraph:

10.4 CONTROL OF WORK

10.4.1 It is expressly understood and agreed that neither the Owner nor the Architect is in charge of the work or in control thereof. The Architect's services are for the purpose of inspection to compare work against the Contract Documents and to call to the attention of the Contractor any deviation therefrom. The Contractor assumes responsibility for appropriate safety measures, whether or not referred to or specified in the Contract Documents; and any provision in the Contract Documents in conflict with this Article shall be null and void.

(Z) ARTICLE 11 - Paragraph 11.1 - CONTRACTOR'S LIABILITY INSURANCE

Delete paragraph 11.1.2, and substitute the following:

- 1 Workmen's Compensation and Employer's Liability Statutory.
- 2 Contractor's Public Liability \$ 500,000 each person
\$ 500,000 each occurrence
\$1,000,000 aggregate
- 3 Property Damage Liability \$ 300,000 each occurrence
\$ 300,000 aggregate

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- .4 Automobile Bodily Injury \$ 500,000 each person
Liability \$1,000,000 each accident
- .5 Automobile Property Damage \$ 300,000 each accident
- .6 Subcontractors and sub-subcontractors must carry same insurance and minimum limits as Contractor in items .1, .2, .3, .4, and .5 above, or Contractor must insure activities of subcontractors and sub-subcontractors in his own policy.

Delete Paragraph 11.1.4, and substitute the following:

11.1.4 The Contractor shall file with the Owner before starting the work under this Contract, Certificates of Insurance specified under 11.1.2 above. Certificates shall be endorsed by the insurance company carrying the coverage: "Not to be cancelled without ten (10) days prior written notice to the New England Telephone and Telegraph Company Attn: District manager, Buildings and Real Estate, 185 Franklin Street, Boston, Mass. 02110. The Certificate shall state that the New England Telephone and Telegraph Company is an additional named insured, that the Contractual liability, completed operations coverage, and coverage for the hazards of explosion, collapse and underground damage are included. Further, the Certificate shall clearly indicate thereon by whatever specific means available that Contractual Liability Coverage is afforded in the limits called for and that: "the Contractor agrees to indemnify and hold harmless the New England Telephone and Telegraph Company from any and all suits, claims, demands or liens or liability for Bodily Injury, including death to any person, and for damage to property, arising out of or resulting from their operations under this contract." In addition, the particular job shall be indicated thereon by name, location and date of contract (or approximate date if not known at the time insurance certificates requested). NOTE: The phrase outlined in quotes above shall be typed onto the Insurance Certificate.

(AA) ARTICLE 11 - Paragraph 11.2 - OWNER'S LIABILITY INSURANCE

Delete entire paragraph.

(BB) ARTICLE 11 - Paragraph 11.3 - PROPERTY INSURANCE

Delete paragraph 11.3.1, and substitute the following:

11.3.1 Unless otherwise provided, the Owner shall purchase and maintain property insurance upon the entire work at the site to the full insurable value thereof, or the Owner may assume the above coverage, or a portion thereof, through self insurance. The insurance shall include the interest of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the work and shall insure against the perils of fire, extended coverage, vandalism and malicious mischief. Losses due to theft will not be included in the insurance coverage.

The Contractor shall bear the risk of loss or damage from any cause whatsoever to:

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Builders' machinery, tools, equipment, temporary structures and equipment of like nature used or to be used by the Contractor, agents, subcontractors, material men, or his or their employees in the performance of this contract or any modifications thereof or supplements thereto.

Delete Paragraph 11.3.2

Delete Paragraph 11.3.4

Delete Paragraph 11.3.7

(CC) ARTICLE 12 - Paragraph 12.1 - CHANGE ORDERS

Add the following to Paragraph 12.1.2:

No extra work is to be performed without written authorization from Architect.

Add the following to Paragraph 12.1.3:

.5 In submitting the cost of such changes, the Contractor shall for each change a breakdown indicating quantities, unit prices, the total cost of the materials, labor and incidentals necessary for each trade concerned as required by law, but no charge for administrative time for personnel not assigned full time to field office. In computing overhead and profit under paragraph 12.1.3.1 and 12.1.3.3, the Contractor shall be allowed not more than 20% for combined overhead and profit on work done by his own force and not more than 10% combined overhead and profit on work done by his subcontractors. Subcontractors shall be allowed not more than 20% for combined overhead and profit on their own work.

.6 Unit prices shall include all labor, materials, insurance, taxes, overhead and profit for the Contractor and Subcontractors involved.

In Paragraph 12.1.4, lines 9 and 10, delete the words: "A reasonable allowance for overhead and profit.", and substitute, "An allowance for overhead and profit computed as above in Paragraph 12.1.3.5."

(DD) ARTICLE 13 - Paragraph 13.2 - CORRECTION OR WORK

In Paragraph 13.2.2, lines 1 and 2; delete the words, "Substantial Completion", and "Final Acceptance of all work by the Contractor".

(EE) ARTICLE 14 - Paragraph 14.1 - TERMINATION BY THE CONTRACTOR

In Paragraph 14.1.1, line 9, delete the words, "Thirty Days" and substitute the words "Ninety (90) Days".

3. SUPPLEMENTAL ARTICLES TO THE GENERAL CONDITIONS

(A) ARTICLE 15 - TEMPORARY FIELD OFFICES

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15.1 Contractor: The Contractor shall provide during entire period of this Contract an adequate temporary office area in a location within the Contract Limit Lines, as approved by the Architect, for the use of the Contractor.

15.2 At completion of project (or when directed by the Architect) Contractor shall remove office.

(B) ARTICLE 16 - TEMPORARY TOILET FACILITIES

16.1 The Contractor shall provide and maintain temporary toilet facilities for convenience of workmen and others employed on the work, including other construction contractors, all in accordance with governing laws, regulations and codes. The Contractor and his personnel shall not be allowed to use existing toilet facilities at the site.

(C) ARTICLE 17 - WEATHER CONDITIONS

Not Applicable.

(D) ARTICLE 18 - DUST AND NOISE

18.1 During dry spells of weather, the Contractor shall water, spread calcium chloride or otherwise treat any area within the Contract Limits which may be the source of dust nuisance. Care shall be taken, however, not to contaminate areas designed for plant materials.

18.2 At all times, the Contractor shall take all possible precautions to prevent excessive noise in close proximity to the Owner's or abutter's facilities. If a particularly noisy operation is anticipated and necessary, he shall give advance notice to the Owner, or neighbor's facilities. In particular, machines which are set up in fixed locations shall be set up away from the existing buildings and shall be shielded from the buildings with wood barriers or other means suitable to the purpose, if required by the Owner.

(E) ARTICLE 19 - SIGNS AND ADVERTISING

None permitted for this project.

(F) ARTICLE 20 - STAGING AND SCAFFOLDING

20.1 The Contractor shall furnish, erect and maintain all staging and scaffolding (exterior and interior) for his use and his subcontractors' use during the construction of the building. Staging shall be of approve design, erected and removed by experienced stage builders and shall have all accident prevention devices required by State and Local Laws.

(G) ARTICLE 21 - CONSTRUCTION HOISTS

21.1 The Contractor shall provide, set up and maintain all necessary hoisting machinery required for the work and shall do all customary hoisting and give all customary and proper assistance to all the various trades. All hoists shall be of a type approved by the Architect, and set up in locations approved by him.

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(H) ARTICLE 22 - OPERATING AND MAINTENANCE MANUALS

22.1 At the time of turning over this project to the Owner occupancy, the Contractor shall deliver to the Architect for transmittal to the Owner, five brochures containing approved operating maintenance manuals, shop drawings and other data as follows:

- .1 Operating manuals and operating instructions for the various systems.
- .2 Catalogue data sheets for each of mechanical equipment actually installed, including performance curves, rating data and lists.
- .3 Catalogue sheets, maintenance manuals and approved shop drawings of all mechanical and electric equipment and fixtures with (slight) lamps clearly indicated) all details clearly indicated.
- .4 Names, addresses and telephone numbers of repair and service companies for each of the major systems installed under this section.

(I) ARTICLE 23 - WATCHMAN

None required for this project.

(J) ARTICLE 24 - REFERENCE TO TECHNICAL SOCIETY

24.1 Reference to technical society, organization or body is made in the following specifications in accordance with the following abbreviations:

AIA	American Institute of Architects
ACI	American Concrete Institute
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
ASA	American Standard Association
OSHA	Occupational Safety and Health Act
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing Materials
AWSC	American Welding Society Code
FS	Federal Specifications
NBS	National Bureau of Standards
NBFU	National Board of Fire Underwriters
NEC	National Electrical Code
SPR	Simplified Practice Recommendations
UL	Underwriter's Laboratories, Inc.

(K) ARTICLE 25 - OVERLOADING

25.1 Materials and fabricated work shall not be stacked on or beyond over floors and roof construction that would stress any of its members beyond the designated live loads.

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(L) ARTICLE 26 - PROTECTION OF UTILITIES

26.1 The Contractor shall send proper notices, make all necessary arrangements and performance all other services required for the removal or the care; protection and maintenance of all public utilities, including mail boxes, fire plugs, electric, telephone and telegraph poles and wires, and all other items of this character above or below the ground, on and around the building site, assuming all responsibility and paying all costs.

(M) ARTICLE 27 - FIRE PROTECTIVE MEASURES

27.1 At the end of each work week, thoroughly clean the new building and premises of rubbish and debris of any nature and remove from the premises.

(N) ARTICLE 38 - BLASTING

Not applicable

(O) ARTICLE 29 - TIME OF COMPLETION

29.1 It is hereby understood and agreed that time is of the essence in this contract and that great energy and diligence shall characterize all operations carried on under this contract. The preparation of any work away from the building shall be done at the earliest possible time, and every precaution shall be taken in advance to avoid delays. The contractor shall keep constantly employed at the building a sufficient number of workmen with sufficient materials to satisfy the Architect that the work is being conducted with the utmost rapidity consistent with availability of materials and proper workmanship.

29.2 The work shall be commenced at the time stipulated in the contract and shall be fully completed within the date stipulated for Substantial Completion in the Contract.

(P) ARTICLE 30 - GUARANTY/WARRANTY

30.1 In case of work performed by subcontractors and where guarantees are required, secure warranties from said subcontractors to be addressed to and in favor of Owner; deliver copies of same to Architect upon completion of work.

30.2 Contractor shall and does hereby warrant and/or guarantee for a period of one year, or for longer periods where so provided in the specifications, as evidenced by date of final certificate issued by the Architect, all materials and workmanship installed under Contract to be of good quality in every respect and to remain so for a period described herein.

NOTE: The one year guarantee period shall commence upon final completion of the project as witnessed by final payment.

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(Q) ARTICLE 31 - GOVERNMENT CLAUSES - PROGRAM FOR MINORITY, VETERAN, HANDICAPPED

31.1 See Section G.

(R) ARTICLE 32 - CONFLICT OF INTEREST

32.1 The Contractor hereby certifies that, to the best of knowledge and belief, no economic, beneficial, employment, or relationship exists between the Contractor and any employee of Telephone Company, or any member of said employee's family, who tend in any way to influence such employee in the performance of her duties on behalf of the Telephone Company in connection with awarding, making, amending or making determinations concerning performance of this contract.

32.2 The Telephone Company may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract without any liability whatsoever on the part of the Telephone Company in the exercise of good faith, it is found by the Telephone Company

.1 that the Contractor has violated the certification contained in clause 32.1 hereof regarding conflict of interest.

.2 that gratuities (in the form of entertainment, gifts, or other benefits) were offered or given by the Contractor, or any representative of the Contractor, to any officer or employee of Telephone Company with a view toward securing a contract or favorable treatment with respect to the awarding, making, or the making of any determinations with respect to the performance of such contract.

32.3 In the event this contract is terminated as provided in clause 32.2 hereof, the Telephone Company shall be entitled to pursue its remedies against the contractor as it could pursue in the event of breach of contract by the Contractor.

32.4 The rights and remedies of the Telephone Company provided in clause 32.2 shall not be exclusive and are in addition to any other remedies provided by law or under this contract.

(S) ARTICLE 33 - COST REPORTS

33.1 The Contractor shall submit to the Owner on forms supplied by the Owner, the following information:

.1 At the time of award of Contract, Form BE C101, Schedule For Applications For Payment, as explained in clause 9.22 above; (Section H).

.2 At the time of submission of his first requisition for payment, Form BE D727A (6-71), Record of Contractor's Estimated Current Building Items Being Removed Under Contract. The Contractor's estimated present-day price for providing new

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items exactly equivalent to those specified or shown in the contract documents to be removed under the contract. (Section N).

.3 Along with Item 2 above, the Contractor shall submit Form BE DXMR (6-71), Record of Contractor's Price For Removing, Rearranging, or Repairing Building Items Included Under The Contract. (Appendix D).

.4 Also with his first requisition for payment, the Contractor shall submit Form #-1157, Contract Cost of Building, itemizing the cost of various subdivisions of the work. (Appendix E).

.5 Form EG-C, Associated Diesel Costs, shall be filled out as applicable and submitted at same time as Items .2, .3, .4 above. (Appendix F).

A copy of each of the above forms is included as an Appendix to these Supplementary General Conditions.

(T) ARTICLE 34 - AGREEMENT BETWEEN CONTRACTOR AND OTHERS

34.1 Any agreement between the Contractor and a Land Owner or Tenant of Land in the vicinity of the work concerning the use of water or utilities, of the use of land for storage of materials or access to the work or the like shall be in writing and signed by the parties involved, whether or not there is to be any compensation for such use and a copy of any such agreement shall be filed with the Owner by the Contractor

(U) ARTICLE 35 - DESCRIPTION OF DOCUMENTS

35.1 Should the Drawings disagree in themselves or with the Specifications the better quality or greater quantity of work or materials shall be estimated upon, and unless otherwise ordered by the Architect in writing, shall be performed or furnished.

35.2 The work INCLUDE or its derivations, or both, used in each Section of the specifications, is intended to designate the scope and location of all items of the work included therein, either generally or specifically. It is not the intention, however, to limit the scope of work where plans, schedules, or notes indicate an increased scope.

(V) ARTICLE 36 - SMOKING

36.1 Absolutely no smoking is permitted in the building work space or within the building proper by workmen during the duration of this project.

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NON-DISCRIMINATION COMPLIANCE AGREEMENT

To the extent that this contract is subject to the, contractor shall comply with the applicable provisions of the following: Exec. Order No. 11246, Exec. Order No. 11625, Exec. Order No. 12138, Exec. Order No. 11701, Exec. Order No. 11758, Section 503 of the Rehabilitation Act of 1973 as amended by PL93-516, Vietnam Era Veteran's Readjustment Assistance Act of 1974 and the rules, regulations and relevant Orders of the Secretary of Labor pertaining to the Executive Orders and Statutes listed above.

Monetary amounts or contractual or purchasing relationships, together with the number of the contractors employees, determine which Executive Order provisions are applicable. For contracts valued at less than \$2,500, none of the clauses shall be considered a part of this contract. However, for contracts of or which aggregate to 2,500 or more annually, the following table describes the clauses which are included in the contract.

1. Inclusion of the "Equal Employment Opportunity" clause in all contracts and orders.
2. Certification of non-segregated facilities.
3. Certification that an Affirmative Action program has been developed and is being followed.
4. Certification that an annual Employers Information Report (EEO-1 Standard Form 100) is being filed.
5. Inclusion of the "Utilization of Minority and Women's Business Enterprises" clause in all contracts and orders.
6. Inclusion of the "Minority and Women's Business Contracting Program" clause in all contracts and orders.
7. Inclusion of the "Listing of Employment Openings" clause in all contracts and orders.
8. Inclusion of the "Employment of the Handicapped" clause in all contracts and orders.

\$2,500 to \$5,000	\$5,000 to 10,000	\$10,000 to \$50,000
8	8	1, 2, 5, 6, 7, 8
\$50,000 to \$500,000	\$500,000 or more	
1,2,3*,4*,5,6,7,8	1,2,3*,4*,5,6,7,8	

*Applies only for businesses for 50 or more employees.

1. EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS

In accordance with Executive Order 11246, dated September 24, 1965 and Part 60-1 of Title 41 of the codes of Federal Regulations (Public Contracts and Property Management, Office of Federal Contract Compliance, Obligations of Contractors and Subcontractors), as may be amended from time to time, the parties incorporate herein by this reference the regulations and contract clauses required by those provisions to be made a part of Government contracts and subcontracts.

2. CERTIFICATION OF NON-SEGREGATED FACILITIES

The contractor certifies that it does not and will not maintain any facilities it provides for its employees in a segregated manner, or permit its employees

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to perform their services at any location under its control, where segregated facilities are maintained; and that it will obtain a similar certification, prior to the award of any nonexempt subcontract.

3. CERTIFICATION OF AFFIRMATIVE ACTION PROGRAM

The contractor affirms that it has developed and is maintaining an Affirmative Action Plan as required by Part 60-2 of Title 41 of the codes of Federal Regulation.

4. CERTIFICATION OF FILING EMPLOYERS INFORMATION REPORTS

The contractor agrees to file annually on or before the 31st day of March complete and accurate reports on Standard Form 100 (EEO-1) or such forms as may be promulgated in its place.

5. UTILIZATION OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES

(a) It is the policy of the Government that minority and women's business enterprises shall have the maximum practicable opportunity to participate in the performance of the contract.

(b) The contractor agrees to use his best effort to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract the term "minority or women's business enterprise" means a business, at least 50 percent of which is owned, controlled and operated by minority group members or women, or in the case of publicly owned businesses, at least 51 percent of the stock which is owned by minorities or women. For the purposes of this definition, minority group members are American: Blacks, Hispanics, Asians, Pacific Islanders, American Indians and Alaskan Natives. Contractors may rely on written representations of subcontractors regarding their status as minority or women's business enterprises in lieu of an independent investigation.

6. MINORITY AND WOMEN'S BUSINESS ENTERPRISES SUBCONTRACTING PROGRAM

(a) The contractor agrees to establish and conduct a program which will enable minority and women's business enterprises (as defined in paragraph 5) to be considered fairly as subcontractors and suppliers under the contract. In this connection, the Contractor shall:

- (1) Designate a liaison officer who will administer the contractor's minority and women's business enterprises programs.
- (2) Provide adequate and timely consideration of the potentialities of known minority and women's business enterprises in all "make or buy" decisions.
- (3) Assure that known minority and women's business enterprises will have equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of minority and women's business enterprises.

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- (4) Maintain records showing (I) procedures which have been adopted to comply with the policies set forth in this clause, including the establishment of a source list of minority and women's business enterprises, (II) awards to minority and women's business enterprises on the source list, and (III) specific efforts to identify and award contracts to minority and women's business enterprises.
- (5) Include the Utilization of Minority and Women's Business Enterprises clause in subcontracts which offer substantial minority and women's business enterprises subcontracting opportunities.
- (6) Cooperate with the Government's Contracting Officer in any studies and surveys of the Contractor's minority and women's business enterprises procedures and practices that the Contracting Officer may from time to time conduct.
- (7) Submit periodic reports of subcontracting to known minority and women's business enterprises with respect to the records referred to in subparagraph (4) above, in such a form and manner and at such time (not more often than quarterly) as the Contracting Officer may prescribe.
- (b) The contractor further agrees to insert, in any subcontract hereunder which may exceed \$500,000 (or in the case of WBE, \$1,000,000 in the case of contracts for the construction of any public facility and which offer substantial subcontracting possibilities) provisions which shall conform substantially to the language of this agreement including this paragraph (b).

7. LIST OF EMPLOYMENT OPENINGS FOR VETERANS

In accordance with Exec. Order 11701, dated January 24, 1973, and Part 60-250 of Title 41 of the Code of Federal Regulations as may be amended from time to time, the parties incorporate herein by this reference the regulations and contract clauses required by those provisions to be made a part of Government contracts and subcontracts.

8. EMPLOYMENT OF THE HANDICAPPED

In accordance with Exec. Order 11758, dated January 15, 1974, and Part 60-741 of Title 41 of the Code of Federal Regulations as may be amended from time to time, the parties incorporate herein by this reference the regulations and contract clauses required by those provisions to be made a part of Government contracts and subcontracts.

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**CONTRACTOR'S SCHEDULE FOR
APPLICATIONS FOR PAYMENT**

DAVIS FARM ROAD, BASEMENT ALTERATIONS 8902

Contractor _____ Date _____

Location &
Type of Work _____

Type _____ City _____ State _____

Contract Amount _____ Construction Start _____ Construction Complete _____

APPLICATION FOR PAYMENT SCHEDULE

Amount of Application				Amount of Application			
Submittal Date 19	Appl. No.	Estimate of Dollars to the nearest hundred including retainage.		Submittal Date 19	Appl. No.	Estimate of Dollars to the nearest hundred including retainage.	
		Orig. Sched.	Corr. Sched.			Orig. Sched.	Corr. Sched.
Jan.				Jan.			
Feb.				Feb.			
Mar.				Mar.			
Apr.				Apr.			
May				May			
June				June			
July				July			
Aug.				Aug.			
Sept.				Sept.			
Oct.				Oct.			
Nov.				Nov.			
Dec.				Dec.			
Total				Total			

Contractor shall prepare this form in duplicate. Show all previous applications as actual amounts under current schedule. Submit as award of contract (original schedule) and with each application for payment.

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SCHEDULE OF VALUES

		<u>AMOUNT</u>	<u>BY DIVISION</u>	
DIV 1	GENERAL REQUIREMENTS			
	General Conditions and Fees			
DIV 2	SITE WORK			
	Demolition			
	Earthwork			
	Pile Found or Caissons			
	Paving and Surfacing			
	Landscaping			
DIV 3	CONCRETE			
	Cast-in-place Concrete			
	Precast Concrete			
	Special Placement or Finish			
DIV 4	MASONRY			
	Unit Masonry			
	Stone			
DIV 5	METALS			
	Structural Metal Framing			
	Metal Fabrications (Misc.)			
DIV 6	WOOD & PLASTICS			
	Rough Carpentry			
	Finish Carpentry			
	Architectural Woodwork			
	Plastic Fabrications			
DIV 7	THERMAL & MOISTURE PROTECTION			
	Waterproofing, Dampproofing & Sealants			
	Shingles and Roofing Tiles			
	Membrane Roofing			
	Flashing, Sheet Metal & Roof Accessories			
	Insulation			
DIV 8	DOORS & WINDOWS			
	Metal Doors & Frames			
	Wood Doors & Frames			
	Metal Windows			
	Finish Hardware			
	Glazing			
DIV 9	FINISHES			
	Lath & Plaster			
	Gypsum Wallboard			
	Acoustical Treatment			
	Resilient Flooring			
	Carpeting			
	Painting			
DIV 10	SPECIALTIPS			
	Compartments & Cubicles			
	Access Flooring			
	Lockers			
	Partitions			
DIV 11	EQUIPMENT			
	Food Service & Vending Equipment			
	Parking Equipment			
	Waste Handling			

DFBSOFVL

Schedule of Values
Section I Page 1 of 2

5 DAVIS FARM ROAD, BASEMENT ALTERATIONS - 8902

The Contractor agrees to indemnify, save harmless and defend the Owner, the Owner's agents, and the Owner's employees from all damages, claims, demands or suits (including reasonable attorneys' fees) against said Owner, agents or employees or any of them in any manner arising out of the work done under this Contract, except for damages caused by the sole negligence of the Owner.

DFB INDEMN

Indemnification
Section J Page 1 of 1

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

(Instructions on reverse side)

PAGE ONE OF TWO

TO (OWNER): PROJECT: APPLICATION NO: DISTRIBUTION TO:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
FROM (CONTRACTOR): VIA (ARCHITECT): PERIOD TO: ARCHITECT'S PROJECT NO:
CONTRACT DATE:

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$
2. Net change by Change Orders \$
3. CONTRACT SUM TO DATE (Line 1 + 2) \$
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$
5. RETAINAGE:
 - a. % of Completed Work \$
 - b. % of Stored Material \$
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$
8. CURRENT PAYMENT DUE \$
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6) \$

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		DEDUCTIONS	
Change Orders approved in previous months by Owner		TOTAL	
Approved this Month	Number	ADDITIONS	DEDUCTIONS
	Date Approved		
TOTALS			

Net change by Change Orders
 The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: State of: County of: day of: 19
 Subscribed and sworn to before me this
 Notary Public:
 My Commission expires:

By: AMOUNT CERTIFIED \$
 (Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT: Date: This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT C703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached

APPLICATION NUMBER.

APPLICATION DATE:

PERIOD FROM:

10:

ARCHITECT'S PROJECT NO.

[illegible]

Page

5 DAVIS FARM ROAD, BASEMENT ALTERATIONS - 8902

CONSTRUCTION PROCEDURE

The work covered by this section of the specifications consists of furnishing all labor, equipment appliances, and performing of all operations in connection with construction procedure, in accordance with the plans and specifications subject to the terms of the contract. General Conditions and Supplementary General Conditions shall be made a part of this contract.

It is important that the General Contractor and all subcontractors carefully study the provisions of this Section of the specifications as it is necessary for the Owners to continue all services for the telephone system without disturbance.

GENERAL:

The operation of the existing building cannot be disturbed during the construction period, and the execution of work under this contract shall be subject to the restrictions required to maintain full operating conditions.

Cutting and patching shall be included in the areas of the existing building to provide for new work. Before any work is started in these areas, the general contractor shall erect temporary dustproof barriers in accordance with the instructions and details by the Architect prior to the start of the work, and on completion, remove same and include cleaning of entire areas to the approval of the Architect.

CONTRACTOR'S RIGHT OF MODIFICATION

It is not the intent of this section of the specifications to unduly restrict the operations of the contractor and to this end, modification of the proposed schedule of work will be allowed, if in the opinion of the Architect, after consultation with the Owners' representatives, it is determined that such modification will not disturb or jeopardize operation of the existing building. AT ALL TIMES, STORM WATER MUST BE PREVENTED FROM ENTERING THE EXISTING BUILDING DURING THE PROGRESS OF CONSTRUCTION. The Contractor is to assume the responsibility for locating and correcting any and all leaks during the construction period, and any damage to any telephone equipment because of leaks, dust or carelessness by the contractor shall be repaired at no expense to the Owners.

SPECIAL PROVISIONS REQUIRED BY THE NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY.

The following items as ordered by the Owners shall be included as a part of the contract:

1. It is intended that the work under this contract shall be processed without affecting the Owners' ability to provide normal telephone service to its customers at all times. Work must be sequenced and PROTECTION MUST BE PROVIDED TO MEET THIS CONDITION. Where there is a variance of opinion as to the adequacy of the fire, water or dust protection provided, THE FINAL DECISION SHALL REST WITH THE ARCHITECT.
2. Failure on the part of the GENERAL CONTRACTOR (OR HIS SUBCONTRACTORS) to take proper precautionary measures in matters concerning fire protection, dust and dirt control or the entrance of water into telephone equipment.

5 DAVIS FARM ROAD, BASEMENT ALTERATIONS - 8902

spaces SHALL BE DEEMED JUST CAUSE FOR THE IMMEDIATE REMOVAL OF THE CONTRACTOR'S SUPERINTENDENT. The cost of repairing or replacing telephone equipment damaged by such negligence shall be THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.

3. PROTECTION OF EXISTING ROOF: If during the process of the work, it becomes necessary to store materials or to do any work on the existing roof, the roof area shall be protected by a continuous application of 3/4" plywood set of 2" pads of Rigid Fiberglass Insulation. These pads shall be closely spaced to prevent sagging and contacting the roof when loaded. Any damage sustained to the roof and other areas as a result of such work operations ARE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
4. PROTECTION OF OPENINGS (VERTICAL ADDITIONS): All temporary openings resulting from the work under this contract shall be sealed against the entrance of water. This requirement includes window and door openings, roof hatches, future cable holes and pipe sleeves. THE GENERAL CONTRACTOR shall have at the site at all times, an adequate supply of fireproofed tarps, caulking, roofing paper, pumps, lights and such materials necessary to take remedial action should a leak occur.

OCCUPATIONAL SAFETY & HEALTH ACT

The rules and regulations of the U.S. Department of Labor as required for construction projects and as set forth in the current OCCUPATIONAL SAFETY & HEALTH ACT (OSHA) Documents "Guide to Applying Safety and Health Standards" shall be included by the contractor as part of the conditions of this contract.

DFBCONPR

Construction Procedure
Section L Page 2 of 1

**RECORD OF CONTRACTOR'S PRICE FOR REMOVING, REARRANGING, OR REPAIRING
BUILDING ITEMS INCLUDED UNDER THE CONTRACT**

Building Location _____

(State)

(City or Town)

(Street & No.)

To Be Completed By Contractor *		For Telephone Company Use	
Contractor _____ (Firm Name)	Applies to _____	Spec. Est. No. _____	Rout. Ord. No. _____
Per _____ (Signature)	Date _____	Real Estate Code _____	
Title _____	Reviewed By _____	Date _____	

DESCRIPTION OF ITEMS

REMOVAL COSTS	10X (C or R)	Contractor's Pricing *	Tel. Co. Eng. Est. Cost						
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REARRANGEMENT COSTS	CODING FOR ACCOUNT 606-07 <table border="0"> <tr><td>Air Conditioning</td><td>110M</td></tr> <tr><td>Heating</td><td>210M</td></tr> <tr><td>Other</td><td>310M</td></tr> </table>	Air Conditioning	110M	Heating	210M	Other	310M		
Air Conditioning	110M								
Heating	210M								
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REPAIR COSTS	CODING FOR ACCOUNT 606-01 <table border="0"> <tr><td>Air Conditioning</td><td>110R</td></tr> <tr><td>Heating</td><td>210R</td></tr> <tr><td>Other</td><td>310R</td></tr> </table>	Air Conditioning	110R	Heating	210R	Other	310R		
Air Conditioning	110R								
Heating	210R								
Other	310R								
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Form BE DCMR (6-71)

Form BE DCMR
Section M 1 of 1

DAVIS FARM ROAD, BASEMENT ALTERATIONS 2007
**RECORD OF CONTRACTOR'S ESTIMATED CURRENT PRICE
 OF BUILDING ITEMS BEING REMOVED UNDER CONTRACT**

Building Location _____ (State) _____ (City or Town) _____ (Street & No.)

To Be Completed By Contractor	For Telephone Company Use
Contractor _____ (Firm Name)	Applies to _____ Specific Est. No.
By _____ (Signature) _____ Date _____	_____ Routine Ord. No.
Title _____	Real Estate Code _____
	Reviewed By _____ Date _____

DESCRIPTION OF ITEMS

Notes

1. Telephone Company Project Manager will complete Column(01.)
2. Contractor shall complete columns(02)and(03)furnishing his Estimate of Quantity of Material being removed and the current cost of the item removed (i.e. cost if it were to be built at this time)

	(1) Item	(2) Quantity	(3) Estimated Current Price
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20.			

Form BE D727A (6-71)

Form BE D727A
 Section N 1 of 1

CONFLICT OF INTEREST STATEMENT

- (a) The contractor hereby certifies that, to the best of its/his knowledge and belief, no economic, beneficial, employment, or managerial relationship exists between the contractor and any employee of the Telephone Company, or any member of said employee's family, which would tend in any way to influence such employee in the performance of his or her duties on behalf of the Telephone Company in connection with the awarding, making, amending or making determinations concerning the performance of this contract.
- (b) The Telephone Company may, by written notice to the contractor, terminate the right of the contractor to proceed under this contract, without any liability whatsoever on the part of the Telephone Company if, in the exercise of good faith, it is found by the Telephone Company:
 - (1) that the contractor has violated the certification contained in clause (a) hereof regarding conflict of interest; or
 - (2) that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the contractor, or any agent or representative of the contractor, to any officer or employee of the Telephone Company with a view toward securing a contract or securing favorable treatment with respect to the awarding, making, amending, or the making of any determination with respect to the performance of such contract.
- (c) In the event this contract is terminated as provided in paragraph (b) hereof, the Telephone Company shall be entitled to pursue the same remedies against the contractor as it could pursue in the event of a breach of contract by the contractor.
- (d) The rights and remedies of the Telephone Company provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

5 DAVIS FARM ROAD, BASEMENT ALTERATIONS - 8902

CHANGE ORDER INFORMATION

JOB:

DATE:

GENERAL CONTRACTOR:

SUBCONTRACTOR:

<u>ITEM</u>	<u>LABOR:</u>	<u>RATE:</u>	
	<u>HOURS:</u>		<u>TOTAL</u> _____

MATERIALS: (List Quantity and Price)

Subcontractor Overhead & Profit @ ____% TOTAL_____

General Contractor Overhead & Profit @ ____% TOTAL_____

GRAND TOTAL_____

NOTE: Each change order item should be listed on a separate sheet.

DFBCOI

Change Order Information
Section P Page 1 of 1

5 DAVIS FARM ROAD, BASEMENT ALTERATIONS - 8902

MEETING OF BOARD OF DIRECTORS

(Contractor)

At a meeting of the Directors of the _____
duly called and held at The Office of the Corporation on the _____ day of _____,
_____ at which a quorum was present and acting, it was

VOTED THAT _____
the _____ of this corporation is hereby
authorized and empowered to make, enter into, sign, and seal and deliver, in behalf
of this corporation, a contract with New England Telephone and Telegraph Company,
Boston, Massachusetts

REGARDING: _____

I hereby certify that the above is a true copy of the record that said Vote has not
been amended or repealed and is in full force and effect as of this date and that _____
_____ is the duly elected _____
_____ of this corporation.

Clerk of Corporation

ATTEST:

(NOTE: THIS LETTER SHALL BE SENT ON THE GENERAL CONTRACTORS LETTERHEAD)

DFBBOD

Meeting of Board of Directors
Section Q Page 1 of 1

5 DAVIS FARM ROAD, BASEMENT ALTERATIONS - 8902

(SECTION 01000 - GENERAL REQUIREMENTS)

PART 1 - GENERAL

GENERAL:

The General Conditions and Supplementary Conditions are hereby made a part of this Division.

All work and operations under this contract shall be in conformance with all applicable Federal, State and Local Codes and the regulations of all governing bodies with jurisdiction. Particular attention is directed towards OSHA Chapter XVII, part 1926 and all related amendments.

Immediately on execution of the Contract the Contractor shall carefully study and compare the Contract Documents and shall report to the Architect in writing any error, in consistency or omission he may discover well in advance of the preconstruction conference. The Contractor shall not proceed on any affected work without instruction from the Architect. If he deems necessary, the Architect will issue interpretation as per Article 2.2.8 of the General Conditions, or a Change Order will be issued as per Article 12.

COORDINATION, CUTTING & PATCHING

The Contractor and subcontractor shall coordinate their work with adjacent work and cooperate with other trades so as to facilitate general progress of the work. Each trade shall afford other trades every reasonable opportunity for installation of their work and for storage of their materials.

The Contractor shall do all cutting and patching, drilling, grouting, etc. necessary for any work required to complete the alteration work other such work is included in these specifications or not. The Contractor shall examine the building and drawings including the mechanical and electrical and shall include in his bid the cost of all major cutting and patching required by the subcontractors.

PRECONSTRUCTION CONFERENCE

Before beginning the work, the Owners representative will conduct a preconstruction conference which shall be attended by the Contractor and representatives of major Subcontractors. The Contractor shall present at this meeting the proposed schedule of construction, schedule of values and payments, insurance certificates and the like required elsewhere in this specification.

PROGRESS MEETINGS

Periodic progress meetings shall be conducted by the Contractor. The Contractor shall invite the appropriate subcontractors, suppliers, Architect and Owner to coordinate the work, as necessary to complete the project expeditiously and within the allotted time.

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General Requirements
Section 01000 Page 1 of 10

5 DAVIS FARM ROAD, BASEMENT ALTERATIONS - 8902

SUBMITTALS

SHOP DRAWINGS & SAMPLES

The following is an amplification of the requirements for shop drawings and samples stated in ARTICLE 4.12 of the General Conditions.

The Contractor shall check all shop drawings before submittal for ACCURACY, ARCHITECTURAL & CONTRACT CONFORMANCE REQUIREMENTS. He shall note and initial the date this check has been made prior to submission. Drawings submitted without said note will be returned without examination by the Architect.

Shop drawings shall be numbered and dated, shall identify the Contractor, Subcontractor, project location and specification section they relate to. Drawings shall represent:

- A. All working and erection dimensions.
- B. Arrangements and sectional views.
- C. Necessary details, including information for making connection with other work.
- D. Quantity and kind of materials and finishes.

Procedure for submitting shop drawings:

No work as called for the shop drawings shall be done prior to the Architect's review. No shop drawings shall be distributed without the Architect's stamp.

Samples shall be submitted in accordance with the following amplification of the requirements of ARTICLE 4.13 Shop Drawings Product Data and samples:

A list of proposed manufacturers and suppliers shall be submitted for early review.

Unless otherwise specified, samples shall be in duplicate and of adequate size to show quality, type, color range, finish, texture, etc.

Each sample shall be labeled, showing material, name and quality, Contractor's name, project name and other pertinent data.

Transportation charges to the Architects office must be prepaid on all samples.

QUALITY CONTROL

LABORATORY CONTROL

The Contractor will be held responsible for providing material of the strength and consistency specified for each item of the work.

The Owner may, if recommended by the Architect, employ an independent Testing Laboratory to provide materials analysis, testing and inspections of workmanship.

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5 DAVIS FARM ROAD, BASEMENT ALTERATIONS - 8902

and materials placed in the work. The Contractor shall provide all required labor and assistance to the laboratory to implement its functions.

The Contractor shall also be held accountable for any charges by this testing company resulting from the cancellations of any scheduled work by the Contractor.

TEMPORARY TOILET

The Contractor shall provide his own temporary toilet of an approved chemical treatment type, which shall be located on the site with the approval of the Owner. At the end of the project, the temporary toilet shall be removed from the site by the Contractor and the area of its job location shall be left in a neat and orderly condition. Existing toilet facilities within the building shall NOT be used.

TEMPORARY ENCLOSURES, SCAFFOLDS AND BARRIERS

Storage of materials will not be allowed in existing building or within the area of the addition.

Furnish and erect all scaffolding not normally furnished by trades specified therein and by other Contractors having separate contracts with the Owner, constructed to afford proper protection to craftsmen, their work, and to other work, previously executed.

All temporary stairs, hoists, staging, scaffolding and other similar appurtenances required for the execution of the work shall be maintained so as to avoid all staining and marring of existing work.

SECURITY

All construction personnel shall be prohibited from entering the existing building except by previous arrangement with the Owner.

A method of visual identification, approved by the Owner, shall be established and coordinated with the Owner's present security system.

ACCESS TO THE WORK AND EGRESS

All deliveries shall be scheduled so as to avoid, as far as possible, the storage of materials and equipment in the way of vehicular and personnel traffic required for the proper operation of existing facilities by the Owner.

The most diligent attention shall be paid to maintaining adequate passage to and from all exits at all times. Before any work is done which will significantly alter access and egress patterns, the Owner shall be consulted and his approval obtained.

SPECIAL PRECAUTIONS AND CONTROLS

The Contractor shall send proper notices, make all necessary arrangements and perform all other services required for the removal or the care, protection and maintenance of all public utilities, including mail boxes, fire plugs, electric

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General Requirements
Section 01000 Page 3 of 10

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3 DAVIS FARM ROAD, BASEMENT ALTERATIONS - 8902

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telephone and telegraph poles and wires and all other items of this character or below the ground on and around the building site, assuming all responsibility and paying all costs.

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The work shall be conducted with prime consideration given to the following:

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- Protection of the public
- Protection from the weather
- Elimination of noise, shocks and vibration
- Elimination of dirt and dust
- Orderly access for and storage of materials
- Minimization of obtrusiveness of construction personnel
- Protection of the existing building

To this end, the Contractor shall maintain close coordination and cooperation with the Owner at all times.

All work operations shall be so scheduled as to not interrupt the normal Telephone Company operations.

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Where construction activities will cause interference with the proper function of any portion of the existing building, it shall be the responsibility of the Contractor to provide temporary changes in said portions which will allow the function satisfactorily during construction activities. Before proceeding with such changes notify the Architect as to the methods proposed. Upon completion of the work, the affected portions shall be restored to the original condition of function or both, at no additional cost to the Owner.

All existing mechanical and electrical work so altered or damaged shall be repaired in such a way that it will continue to operate in accordance with its original function, except where alterations are called for.

If in the opinion of the Owner's designated representative, any construction activity is endangering the Owner's equipment, the activity shall be stopped immediately and a new method of operation, acceptable to the Owner, shall be determined before proceeding further.

Interruption of any services to the building must be scheduled at least 48 hours in advance and must be approved by the Architect.

The following minimum precautions for fire prevention shall be employed:

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5 DAVIS FARM ROAD, BASEMENT ALTERATIONS - 8902

When building materials with combustible covers are stored in the building during construction, they shall be located within easy reach of fire protection equipment.

An approved number of charged fire extinguishers shall be placed throughout the work area and temporary buildings within easy reach of mechanics who are operating furnaces, burning or welding apparatus. All extinguishers shall have Underwriters approval. In general, the use of open flame devices is prohibited. In the event that operations are undertaken to which the use of an open flame device is essential, the Contractor shall consult with the Architect and the Owner, describing the circumstances necessitating the device, the time proposes to use it and the precautions he intends to take. The Owner may require additional precautions as he deems necessary. In any event, all operations involving the use of open flame devices shall be conducted only when a person with approved firefighting equipment and trained in its use is on duty at the location of the operation.

Install a prominent sign giving the location of the nearest local fire alarm box.

Every precaution shall be taken to see that all building materials and equipment of all description are properly secured against heavy winds, both during hours and non-working hours.

Post no less than three (3) signs "NO SMOKING" at the work and prohibit workmen from smoking at the job for the duration of the contract, inside of the building.

It is essential to this contract that all telephone equipment be completely protected from dust, moisture and construction debris at all times. To this end, the Contractor shall give particular attention to the following criteria:

The Contractor shall give special attention to the adequacy of protection at all times of all existing Telephone Company equipment and equipment areas. He shall immediately upon oral request by the Architect or his representative make any and all corrections deemed necessary.

Only dustproof protection as determined by the Contract Documents, or as approved by the Architect shall be employed. Dustproof partitions shall be maintained and sealed in a complete and tight condition at all times during their erection. Protection of a temporary nature shall be fire proof canvas or flame retardant plastic sheeting. Flammable materials will not be allowed.

Before any temporary dust protection system, partitions or taped areas are removed, all affected areas, as determined by the Architect, including floors, walls, counters and ceilings, shall be vacuum cleaned to the satisfaction of the Architect.

The Contractor shall also be responsible for immediate assistance to the Owners in emergency off-hour situations related to this protection, in conjunction with the work of this Contract only.

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General Requirements
Section 01000 Page 5 of 10

5 DAVIS FARM ROAD BASEMENT ALTERATIONS - 8901

USE OF POWDER ACTUATED FASTENING TOOLS

The use of these tools is prohibited for work within existing buildings not to be used on any wall, floor or ceiling that is occupied or the work by Telephone Company employees.

Contractors, in the construction of new Company buildings, may use these actuated tools (sometimes referred to as stud drivers) when the resulting is considered structurally adequate for the intended use. These fasteners not be used to carry loads in tension or may be used in the following manner:

Partitions: Anchoring wood stud channels, angles or clips for bases to concrete floors; and steel channels, angles or clips to ceiling slabs.

Door Bucks: Anchoring door buck floor clips to concrete floors, and struts to concrete joists or ceiling slabs. Where applicable, for struts to structural steel members.

Only contractors' qualified personnel who have been trained in the safe use of this fastening tool shall be permitted to operate these devices on building projects.

PROJECT CLOSE-OUT

CLEANING UP

In addition and amplification of ARTICLES 4.18 and 6.3 of the General the following requirements shall apply to final cleaning at completion of the

Remove all paint, putty and other stains from all glass and wash basins

Remove all temporary protection (tape, oil, etc.)

Remove all dirt, mortar drippings, fingerprints, dust, spots, etc. from finished surfaces.

Clean all floors, fixtures and equipment.

Turn over building to Owner in spotless, orderly condition ready for use.

GUARANTEES, BONDS AND AFFIDAVITS

The Owner shall have the right, prior to signing the Contract, to require Contractor to furnish bonds covering the faithful performance of the Contract the payment of all obligations arising thereunder in such form and amount as the Owner may prescribe and with such sureties as may be agreeable to the parties. Such bonds are stipulated in the bidding requirements, the premiums shall be by the Contractor; if required subsequent to the submission of quotation the cost shall be reimbursed by the Owner. The Contractor shall deliver required bonds to the Owner not later than the date of execution of the Contract.

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General Requirements
Section 01000 Page 5

5 DAVIS FARM ROAD, BASEMENT ALTERATIONS - 8902

or if the work is commenced prior thereto in response to a notice to proceed, the Contractor shall, prior to the commencement of the work, submit evidence satisfactory to the Owner that such bonds will be issued.

All guarantees shall commence on the date of acceptance by the Owner.

PROJECT RECORD DRAWINGS

In addition to the requirements of ARTICLE 4.11.1 the Contractor shall, on completion of the work, transfer the notes and markings from the field set of drawings to a record set of blackline prints provided by the Architect. This set and the field set are to be turned over to the Owners Representative.

OPERATION & MAINTENANCE DATA

The Contractor shall assemble, bind into sets and submit five (5) copies of complete instruction manuals, manufacturers cuts and brochures to the Architect at completion of the work.

FINAL INSPECTION

In amplification of the requirements of ARTICLE 9.8 of the General Conditions the following procedure will be followed: When the Contractor submits his list of items to be completed or corrected to the Architect for issuance of Certificate of Substantial Completion, shall also establish a date for final inspection and acceptance by the Architect and the Owner's Representative who shall accompany the Contractor on the final inspection. The Contractor will submit his final application after this inspection and his corrections of any items remaining, if found.

DUSTPROOF CURTAINS

Dustproof curtains are required for all operations in existing building which would subject occupied spaces to damage from dust or dirt, excessive noise, or danger to persons or furniture from construction operations.

Dustproof curtains shall be Servico Vinyl 210 providing complete cut-offs from clean and dirty areas, stretched tight and securely fastened to prevent dust from entering active areas.

Erect curtains at a reasonable working distance from all areas being actively worked upon, in sections that will allow maximum use of existing areas, and remove promptly upon completion of work.

Dustproof curtains shall be erected as necessary or when directed prior to the erection of dustproof partitions, and shall be erected again before any patching or repair work is done and as otherwise required in the absence of dustproof partitions.

DUSTPROOF PARTITIONS

5 DAVIS FARM ROAD, BASEMENT ALTERATIONS - 8902

Items to be reused shall be carefully removed, stored and protected until reinstalled in new locations.

Cut and patch all openings in floors, partitions and ceilings, as required for mechanical and electrical work.

SPECIAL PROTECTION

It is essential to this Contract that all telephone equipment be completely protected from dust, moisture and construction debris at all times. To this end, the General Contractor shall give particular attention to the following criteria in addition to that noted in the General Requirements.

The General Contractor shall give special attention to the adequacy of protection at all times of all existing Telephone Company equipment and equipment areas. He shall immediately upon oral request by the Architect or his representative make any and all corrections deemed necessary.

The General Contractor shall also be responsible for immediate assistance to the Owners in emergency off-hour situations in conjunction with the work of this Contract only.

Not less than four (4) signs shall be placed in strategic positions where directed by the Architect. Each sign shall read as follows:

"The continuous operation of services without interruption is of prime importance. The automatic equipment in the existing building is extremely delicate. Dust and water coming in contact with the equipment can cause a malfunction and consequent loss of service. All personnel engaged on this project shall take every precaution to prevent the infiltration of water or dust into the equipment and on the Owner's personnel."

The General Contractor shall instruct all personnel to read the signs and comply with the contents.

It is intended that the work under this Contract shall be processed without affecting the Owner's ability to provide normal service at all times. Work must be sequenced and PROTECTION MUST BE PROVIDED to meet this condition. Where there is a variance of opinion as to the adequacy of the fire, water or dust protection provided, the FINAL DECISION shall rest with the Architect.

Failure on the part of the GENERAL CONTRACTOR (OR HIS SUBCONTRACTORS) to take proper precautionary measures in matters concerning fire protection, dust and dirt control, or the entrance of water into equipment spaces SHALL BE DEEMED JUST CAUSE FOR THE IMMEDIATE REMOVAL OF THE CONTRACTOR'S SUPERINTENDENT. The cost of repairing or replacing Telephone Co. equipment damaged by such negligence shall be the responsibility of the GENERAL CONTRACTOR.

All temporary openings resulting from the work under this Contract shall be sealed against the entrance of water. This requirement includes windows and door openings, roof hatches, future cable holes and pipe sleeves. THE GENERAL CONTRACTOR shall have at the site at all times an adequate supply of fireproofed

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tarps, caulking, roofing paper, pumps, lights and such materials necessary to take remedial action should a leak occur.

At completion of the demolition thoroughly clean out the building, repair all damaged places, remove all debris from the premises, and leave everything in condition for prosecution of the new work.

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SECTION 03310 - CONCRETE

PART 1 - GENERAL

RELATED DOCUMENTS

CODES AND STANDARDS: ACI 301: "Specifications for Structural Concrete for Building"; ACI 318, "Building Code Requirements for Reinforced Concrete"; comply with applicable provisions except as otherwise indicated.

PART 2 - MATERIALS

MIX PROPORTIONS AND DESIGN: Proportion mixes complying with mix design procedures specified in ACI 301.

Design Mix for Concrete:

Minimum 28 day compressive strength: 3000 psi
Maximum Water/Cement Ratio: 0.49
Minimum Cement Content: 564 lbs. per cubic yard
Slump:

Concrete for general use: not less than 1", not more than 4".
Foundations and Slabs: not less than 1", not more than 3".

Maximum Aggregate Size: 3/4"

Adjustment to Concrete Mixes: Mix design adjustments may be requested by Contractor when characteristics of materials, job conditions, weather, test results, or other circumstances warrant; at no additional cost to Owner and as accepted by Engineer. Laboratory test data for reviewed mix design and strength results must be submitted to and accepted by Engineer before using work.

FORM MATERIALS:

Form for Exposed Finish Concrete: Unless otherwise indicated, construct form work for exposed concrete surfaces with plywood, metal, metal-framed plywood faced or other acceptable panel-type materials, to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints and to conform to joint system shown on drawings. Provide form material with sufficient thickness to withstand pressure of newly-placed concrete without bow or deflection.

Forms for Unexposed Finish Concrete: Form concrete surfaces which will be unexposed in finished structure with plywood, lumber, metal or other acceptable material. Provide lumber dressed on at least 2 edges and one side for tight fit.

Form Coatings: Provide commercial formulation form-coating compounds that will not bond with, stain or adversely affect concrete surfaces, and will not impair subsequent treatments of concrete surfaces.

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RELATED MATERIALS:

Deformed Reinforcing Bars: ASTM A615, Grade 60.

Welded Wire Fabric (W.W.F.): ANSI/ASTM A 185 welded steel wire fabric.

Ready-Mix Concrete: ASTM C94.

Joints: Provide construction, isolation, and control joints as indicated or required. Locate construction joints so as to not impair strength and appearance of structure. Place isolation and control joints in slabs-on-ground to stabilize differential settlement and random cracking.

PART 3 - INSTALLATION

Concrete Placement: Comply with ACI requirements, placing concrete in a continuous operation within planned joints or sections. Do not begin placement until work of other trades affecting concrete is completed.

Consolidate placed concrete using mechanical vibrating equipment with hand rodding and tamping, so that concrete is worked around reinforcement and other embedded items and into forms.

Protect concrete from physical damage or reduced strength due to weather extremes during mixing, placement and curing.

In cold weather comply with ACI 306.

In hot weather comply with ACI 305.

CONCRETE FINISHES:

Slab Trowel Finish: Apply trowel finish to monolithic slab surfaces that are exposed-to-view or are to be covered with resilient flooring, paint or other thin film coating. Consolidate concrete surfaces by finish troweling, free of trowel marks, uniform in texture and appearance.

Curing: Begin initial curing as soon as free water has disappeared from exposed surfaces. Where possible, keep continuously moist for not less than 72 hours. Continue curing by use of moisture-retaining cover or membrane-forming curing compound. Cure formed surfaces by moist curing until forms are removed. Provide protections as required to prevent damage to exposed concrete surfaces.

Formwork supporting weight of concrete, such as beams soffits, joints, slabs and other structural elements, may not be removed in less than 14 days and until concrete has attained design minimum compressive strength at 28-days. Determine potential compressive strength of in-place concrete by testing field-cured specimens representative of concrete location or members.

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Concrete
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SECTION 02070 - SELECTIVE DEMOLITION

Extent of selective demolition work is indicated on drawings.

Types of Selective Demolition Work: Demolition requires the selective removal and subsequent offsite disposal of the following:

Portions of building structure indicated on drawings and as required to accommodate new construction.

Removal of interior partitions as indicated on drawings.

Removal of existing flooring as indicated.

Removal of existing concrete floor as required for new plumbing.

Removal and relocation of existing building utilities.

Related work specified elsewhere:

Remodeling construction work and patching is included within the respective sections of specifications, including removal of materials for re-use and incorporated into remodeling or new construction.

Relocation of pipes, conduits, ducts, other mechanical and electrical work are specified by respective trades.

Schedule: Submit schedule indicating proposed sequence of operations for selective demolition work to Owner's Representative for review prior to commencement of work. Include coordination for shut-off, capping, and continuation of utility services as required, together with details for dust and noise control.

Provide detailed sequence of demolition and removal work to ensure uninterrupted progress of Owner's on-site operations.

Occupancy: Owner will be continuously occupying areas of the building immediately adjacent to areas of selective demolition. Conduct selective demolition work in manner that will minimize need for disruption of Owner's normal operations. Provide minimum of 72 hours advance notice to Owner of demolition activities which will impact Owner's normal operations.

Condition of Structures: Owner assumes no responsibility for actual condition of items or structures to be demolished.

Conditions existing at time of commencement of contract will be maintained by Owner insofar as practicable. However, variations within structure may occur by Owner's removal and salvage operations prior to start of selective demolition work.

Partial Demolition and Removal: Items indicated to be removed but of salvable value to Contractor may be removed from structure as work progresses. Transport salvaged items from site as they are removed.

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Storage or sale of removed items on site will not be permitted.

Protections: Provide temporary barricades and other forms of protection as required to protect Owner's personnel and general public from injury due to demolition work.

Provide protective measures as required to provide free and safe passage for Owner's personnel and general public to and from occupied portions of building.

Protect from damage existing finish work that is to remain in place and exposed during demolition operations.

Protect floors with suitable coverings when necessary.

Refer to General Requirements regarding Dust Control.

Remove protections at completion of work.

Damages: Promptly repair damages caused to adjacent facilities by demolition work at no cost to Owner.

Traffic: Conduct selective demolition operations and debris removal in a manner to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.

Utility Services: Maintain existing utilities indicated to remain, keep in service and protect against damage during demolition operations.

Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to governing authorities.

Refer to General Requirements regarding Dust Control.

Inspection: Prior to commencement of selective demolition work, inspect areas which work will be performed. Photograph existing conditions to structure surfaces, equipment or to surrounding properties which could be misconstrued as damages resulting from selective demolition work; file with Owner's Representative prior to starting work.

Preparation: Provide interior and exterior shoring, bracing, or support to prevent movement, settlement or collapse of structures to be demolished and adjacent facilities to remain.

Cease operations and notify Owner's Representative immediately if safety of structure appears to be endangered. Take precautions to support structure until determination is made for continuing operations.

Cover and protect furniture, equipment and fixtures to remain from soiling or damage when demolition work is performed in rooms or areas from which such items have not been removed.

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Locate, identify, stub off and disconnect utility services that are not indicated to remain.

Provide by-pass connections as necessary to maintain continuity of service to occupied areas of building. Provide minimum of 72 hours advance notice to Owner if shut-down of service is necessary during change-over.

Demolition: Perform selective demolition work in a systematic manner.

Demolish concrete and masonry in small sections. Cut concrete and masonry at junctures with construction to remain using power-driven masonry saw or hand tools; do not use power-driven impact tools.

For interior slabs, use removal methods that will not crack or structurally disturb adjacent slabs or partitions. Use power saw where possible.

If unanticipated mechanical, electrical or structural elements which conflict with intended function or design are encountered, investigate and measure both nature and extent of conflict. Submit report to Owner's Representative in written, accurate detail. Pending receipt of directive from Owner's Representative rearrange selective demolition schedule as necessary to continue overall job progress without delay.

Disposal of Demolished Materials: Remove debris, rubbish and other materials resulting from demolition operations from building site. Transport and legally dispose of materials off site.

Asbestos: If asbestos materials or materials suspected of containing asbestos are encountered, notify the Owner or Architect immediately. The investigation or removal of such materials is not part of this contract. The Owner will arrange for removal of such materials. Work shall cease in the area affected until such time as the materials are removed. Replacement of removed materials with non-asbestos products, if required, shall be handled via change order procedures as provided in the contract. The Architect assumes no liability for the investigation, handling, removal or disposal of any materials or waste products containing or suspected of containing asbestos.

Burning of removed materials is not permitted on project site.

Clean-Up and Repair: Upon completion of demolition work, remove tools, equipment and demolished materials from site.

Repair demolition performed in excess of that required. Return structures and surfaces to remain to condition existing prior to commencement of selective demolition work. Repair adjacent construction or surfaces soiled or damaged by selective demolition work.

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SECTION 04200 - UNIT MASONRY

PART 1 - GENERAL

RELATED DOCUMENTS:

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

DESCRIPTION OF WORK:

Extent of each type of masonry work is indicated on drawings and schedule.

Types of masonry work required include:

Concrete unit masonry (Concrete Block)
Lintels, anchors and other related items.

QUALITY ASSURANCE:

Single Source Responsibility for Masonry Units: Obtain exposed masonry units of uniform texture and color, or a uniform blend within the ranges accepted for these characteristics, from one manufacturer for each different product required for each continuous surface or visually related surfaces.

Single Source Responsibility for Mortar Materials: Obtain mortar ingredients of uniform quality, including color for exposed masonry, from one manufacturer for each cementitious component and from one source and producer for each aggregate.

DELIVERY, STORAGE AND HANDLING (OFF SITE)

Deliver masonry materials to project in undamaged condition.

Store and handle masonry units to prevent their deterioration or damage due to moisture, temperature changes, contaminants, corrosion or other causes.

Store cementitious materials off the ground, under cover and in dry location.

Store aggregates where grading and other required characteristics can be maintained.

Store masonry accessories including metal items to prevent deterioration by corrosion and accumulation of dirt.

PROJECT CONDITIONS:

Staining: Prevent grout or mortar or soil from staining the face of masonry to be left exposed or painted. Remove immediately grout or mortar in contact with such masonry.

Protect sills, ledges and projections from droppings of mortar.

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Unit Masonry
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CONCRETE MASONRY UNITS:

General: Comply with referenced standards and other requirements indicated below applicable to each form of concrete masonry unit required.

Provide special shapes where required for lintels, corners, and jambs.

Provide square-edged units for outside corners.

Concrete Block: Provide units complying with characteristics indicated below for Grade, Type, face size, exposed face and under each form of block included, for weight classification.

Grade N

Size: Manufacturer's standard units with nominal face dimensions of 16" long, 8" high (15 5/8" x 7 5/8" actual) x thicknesses indicated.

MORTAR AND GROUT MATERIALS:

Mortar:

Field mix standard, Type "N" mortar, natural gray color from basic mortar materials; bag mix not permitted. Mortar to be tinted with inorganic pigments to match existing mortar.

Water:

Clean and potable.

Sand:

Clean, washed, sharp sand with 100% of aggregates passing through a No. 16 sieve.

NON-EXPOSED GROUT:

Portland Cement: ASTM C 150, Type II.

Hydrated Lime: ASTM C 207, Type S.

Aggregate for Grout: ASTM C 404.

Water: Clean and potable.

MASONRY CLEANERS:

Sureklean Vana-Trol by ProSoCo Inc. or acceptable substitute. Diluted as required to attain a solution with an acid/water ratio not exceeding 1 part acid to 19 parts water (5% by volume), for clay brick masonry.

MORTAR AND GROUT MIXES:

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Unit Masonry
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General: Do not add air-entraining agents, accelerators, retarders, water repellent agents, anti-freeze compounds or other admixtures, unless otherwise indicated.

Do not use calcium chloride in mortar or grout.

Mixing: Combine and thoroughly mix cementitious, water and aggregates in a mechanical batch mixer; comply with referenced ASTM standards for mixing time and water content.

Mortar for Unit Masonry: Comply with ASTM C 270, Proportion Specification, for types of mortar required, unless otherwise indicated.

Use Type N mortar for exterior, above grade loadbearing and non-loadbearing walls; for interior loadbearing walls; and for other applications where another type is not indicated.

Grout for Unit Masonry: Comply with ASTM C 476 for grout for use in construction of reinforced and nonreinforced unit masonry. Use grout of consistency indicated or if not otherwise indicated, consistency (fine or coarse) at time of placement which will completely fill all spaces intended to receive grout.

Use fine grout in grout spaces less than 2" in horizontal direction, unless otherwise indicated.

Use coarse grout in grout spaces 2" or more in least horizontal dimension, unless otherwise indicated.

PART 3 - EXECUTION

INSTALLATION, GENERAL:

Cut masonry units using motor-driven saws to provide clean, sharp, unchipped edges. Cut units as required to provide continuous pattern and to fit adjoining work. Use full-size units without cutting where possible.

MORTAR BEDDING AND JOINTING:

Lay solid brick size masonry units with completely filled bed and head joint; butter ends with sufficient mortar to fill head joints and shove into place. Do not slush head joints.

Maintain joint widths shown, except for minor variations required to maintain bond alignment. If not shown, lay walls with 3/8" joints.

Cut joints flush for masonry walls which are to be concealed or to be covered by other materials, unless otherwise indicated.

Tool exposed joints slightly concave using a jointer larger than joint thickness, unless otherwise indicated.

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Remove masonry units disturbed after laying; clean and reset in fresh mortar. Do not pound corners or jambs to shift adjacent stretcher units which have been set in position. If adjustments are required, remove units, clean off mortar and reset in fresh mortar.

ANCHORING MASONRY WORK:

General: Provide anchor devices of type indicated.

Anchor masonry to structural members where masonry abuts or faces structural members to comply with the following:

Provide an open space not less than 1" in width between masonry and structural member, unless otherwise shown. Keep open space free of mortar or other rigid materials.

Anchor masonry to structural members with flexible anchors embedded in masonry joints and attached to structure.

Space anchors as shown, but not more than 15" o.c. vertically and 16" o.c. horizontally.

Locate anchor section relative to course in which tie section is embedded to allow maximum vertical differential movement of tie up and down.

REPAIR, POINTING AND CLEANING:

Remove and replace masonry units which are loose, chipped, broken, stained or otherwise damaged, or if units do not match adjoining units as intended. Provide new units to match adjoining units and install in fresh mortar, pointed to eliminate evidence of replacement.

Pointing: During the tooling of joints, enlarge any voids or holes, and completely fill with mortar. Point-up all joints at corners, openings and adjacent work to provide a neat, uniform appearance, prepared for application of sealants.

Final Cleaning: After mortar is thoroughly set and cured, clean masonry as follows:

Remove large mortar particles by hand with wooden paddles and non-metallic scrape hoes and chisels.

Protect adjacent surfaces from contact with cleaner by covering them with liquid strippable masking agent, polyethylene film or waterproof masking tape.

Clean masonry with cleaning agent in strict compliance with manufacturers written instructions.

Use bucket and brush hand cleaning method described in BIA "Technical Note No. 20 Revised" to clean brick masonry made from clay or shale, except use masonry cleaner indicated below.

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Protection: Provide final protection and maintain conditions in a manner acceptable to Installer, which ensures unit masonry work being without damage and deterioration at time of substantial completion.

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SECTION 05200 - METAL FABRICATIONS

PART 1 - GENERAL

RELATED DOCUMENTS:

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

DESCRIPTION OF WORK:

Definition: Metal fabrications include items made from iron and steel shapes, plates, bars, strips, tubes, pipes and castings which are not a part of structural steel or other metal systems specified elsewhere.

Extent of metal fabrications is indicated on drawings and schedules.

Types of work in this section include metal fabrications for:

Rough hardware.

Miscellaneous framing and supports.

Miscellaneous steel trim.

Shelf angles.

QUALITY ASSURANCE:

Shop Assembly: Preassemble items in shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation.

PART 2 - PRODUCTS

MATERIALS:

Ferrous Metals:

Metal Surfaces, General: For fabrication of miscellaneous metal work which will be exposed to view, use only materials which are smooth and free of surface blemishes including pitting, seam marks, roller marks, rolled trade names and roughness.

Concrete Inserts: Threaded or wedge type; galvanized ferrous castings, either malleable iron, ASTM A 47, or cast steel, ASTM A 27. Provide bolts, washers and shims as required, hot-dip galvanized, ASTM A 153.

Grout:

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Metal Fabrications
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Metallic Non-Shrink Grout: Pre-mixed, factory-packaged, ferrous aggregate grout complying with CE CRD-C588, Type M.

Non-Shrink Non-Metallic Grout: Pre-mixed, factory-packaged, non-staining, non-corrosive, non-gaseous grout complying with CE CRD-C621. Provide grout specifically recommended by manufacturer for interior and exterior applications of type specified in this section.

Fasteners:

General: Provide zinc-coated fasteners for exterior use or where built into exterior walls. Select fasteners for the type, grade and class required.

Paint:

Shop Primer for Ferrous Metal: Manufacturer's or Fabricator's standard, fast-curing, lead-free, "universal" primer; selected for good resistance to normal atmospheric corrosion, for compatibility with finish paint systems indicated and for capability to provide a sound foundation for field-applied topcoats despite prolonged exposure; complying with performance requirements of FS TT-P-645.

FABRICATION, GENERAL:

Workmanship: Use materials of size and thickness indicated, or if not indicated, as required to produce strength and durability in finished product for use intended. Work to dimensions indicated or accepted on shop drawings, using proven details of fabrication and support. Use type of materials indicated or specified for various components of work.

Form exposed work true to line and level with accurate angles and surfaces and straight sharp edges. Ease exposed edges to a radius of approximately 1/32" unless otherwise indicated. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.

Weld corners and seams continuously, complying with AWS recommendations. At exposed connections, grind exposed welds smooth and flush to match and blend with adjoining surfaces.

Form exposed connections with hairline joints, flush and smooth, using concealed fasteners wherever possible. Use exposed fasteners of type indicated or, if not indicated, Phillips flat-head (countersunk) screws or bolts.

Provide for anchorage of type indicated, coordinated with supporting structure. Fabricate and space anchoring devices to provide adequate support for intended use.

Cut, reinforce, drill and tap miscellaneous metal work as indicated to receive finish hardware and similar items.

Shop Paint:

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