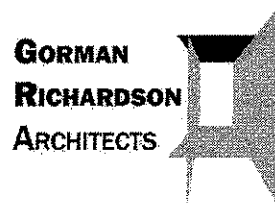


**SHADOWBROOK CONDOMINIUM TRUST
MILFORD, MASSACHUSETTS**

**Specifications and Drawings
For
Window Replacement**

January 15th, 2008

Rev. 7



Gorman Richardson Architects

77 Main Street
Hopkinton, Massachusetts 01748
(508) 497-2590

SECTION 08560**VINYL REPLACEMENT WINDOW****PART 1 GENERAL****1.01 SUMMARY**

- A. This Specification includes the supply and installation of shop fabricated, thermally improved vinyl replacement windows.
- B. The location of this work is:
Shadowbrook Condominium
Milford, Massachusetts

1.02 REFERENCES

- A. Reference document for manufacturers' testing:
1. ASTM E 283-91 - Test method for infiltration rate of air leakage through exterior windows, curtain walls and doors under specified pressure differences across the specimen.
 2. ASTM E 330-90 - Test method for structural performance of exterior windows, by uniform static air pressure difference.
 3. ASTM E 547-93 - Test method for water penetration of exterior windows, curtain walls and doors by cyclic static air pressure difference.
- B. Code references:
1. Commonwealth of Massachusetts Building Code: Current edition as of date of start of installation.
 2. If modification is needed to achieve code conformance, prior authorization of the Shadowbrook Condominium Trust is required.

TOWN BUILDING PERMIT REQUIRED

1.03 PERFORMANCE REQUIREMENTS

A. Units to meet performance standards for:

1. NSI/AAMA/NWWDA 101/I.S.2; 1997 - Voluntary Specification for Aluminum, Vinyl (PVC) and Wood Windows and Glass Doors with revisions contained in "reprinting" of 12/99.
2. AAMA 701/702; 2000 - Combined Voluntary Specifications for Pile Weather strip and Replaceable Fenestration Weather seals.
3. AAMA 902; 1999 - Voluntary Specification for Sash Balances.
4. ASTM E 283; 1999 - Standard Test Method for Determining the Rate of Air Leakage Through Exterior Windows, Curtain Walls and Doors Under Specified Pressure Differences Across the Specimen.
5. ASTM E 330; 1997 - Standard Test Method for Structural Performance of Exterior Windows, Curtain Walls and Doors by Uniform Static Air Pressure Difference.
6. ASTM E 547; 2000 - Standard Test Method for Water Penetration of Exterior Windows, Skylights, Doors and Curtain Walls by Cyclic Static Air Pressure Difference.
7. ASTM E 774; 1997 - Standard Specification for the Classification of the Durability of Sealed Insulating Glass Units.
8. ASTM F 588; 1997 - Standard Test Methods for Measuring the Forced Entry Resistance of Window Assemblies, Excluding Glazing Impact.
9. NFRC 100-97 - Procedure for Determining Fenestration Product U-Factors.

B. Operational requirements:

1. Windows to operate as double hung or single hung units with proportions of sash conforming to the standard proportions of the condominium construction meeting code compliance as noted above.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Comply with manufacturer's instructions for protection of units from damage.
- B. Deliver in manufacturer's protective packaging.
- C. Do not remove manufacturer's protective packaging until unit is prepositioned for installation.
- D. Store out of direct sunlight or high temperature locations, until ready for installation.
- E. No onsite storage permitted
- F. Contractor is responsible for immediately removing all packaging material from the site.

1.05 RUBBISH REMOVAL:

- A. All rubbish to be removed from the site daily at the conclusion of work.
- B. No rubbish is to be deposited in any container or facility on the Shadowbrook Condominium grounds.
- C. This contractor is responsible for hauling all rubbish generated as a result of the work of this specification from the work site and legally disposing of same.
- D. If so requested, the contractor will provide evidence of legal disposal of project related rubbish.

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Minimum seven (7) years producing vinyl (PVC) windows.
- B. Installer Qualifications: Installer to be validly and currently licensed in the Commonwealth of Massachusetts.
- C. Source Limitations: Obtain multiple window units from one manufacturer through a single source.

1.07 INSURANCE:

- A. The installing contractor to provide standard insurance certificates for:
 - 1. General Liability in the amount of not less than \$1,000,000
 - 2. Worker's Compensation in accordance with statutory requirements.
 - 3. Vehicle insurance in accordance with statutory requirements.
- B. Certificates of insurance shall identify as co-insureds:
 - 1. Shadowbrook Condominium Trust
1 Shadowbrook Lane
Milford, MA 01757
 - 2. Condominium unit Owner
- C. Provide all insurance certificates to Owners.

1.08 PROJECT CONDITIONS

- A. Protect all existing finishes and furnishings in a manner to prevent soiling, dust accumulation and damage. This contractor will be responsible for all damage resulting from improper protection measures.
- B. Maintain environmental conditions (temperature, humidity and ventilation) within limits recommended by manufacturer for optimum results.
- C. Do not install products under environmental conditions outside manufacturer's absolute limits.
- D. Maintain interior residence conditions and security. Do not remove window(s) when threatening weather conditions are forecast or at end of work day leaving an unsecured opening.
- E. Maintain the code required secondary escape routes at all night time hours.

1.09 WARRANTY

- A. Submit manufacturer's standard window warranty against defects in workmanship and materials
 - 1. Limited Lifetime Limited Transferable warranty on extruded solid vinyl member and component parts.
 - 2. Warranty insulated glass against seal failure, material obstruction of transparency resulting from film formation, discoloration of the glass, crazing of glass, failure of glazing seals to frames, water intrusion between glass and frames or dust collection on the interior glass surfaces for a period of twenty (20) years.
 - 3. Warranty will not cover glass breakage.
 - 4. Warranty to include replacement of failed materials and/or components and labor in full by the manufacturer.
- B. Contractor will warrant the entire installation, materials and workmanship for a period of one year from the date of Final Payment to the Contractor.

PART 2 PRODUCTS**2.01 MANUFACTURERS**

- A. Only manufactures and products that demonstrate compliance of materials and requirements listed are acceptable manufacturers.
- B. Manufactures and products that exceed any or all of the requirements listed are additional acceptable manufacturers.

-
- C. Failure to meet any of the requirements of this section shall deem the manufacturer and the product as unacceptable.

2.02 WINDOWS

A. Construction.

1. Frame and sash: Nominal 0.1 inch thickness polyvinyl chloride (PVC). Frame corners mechanically fastened. Sash corners to be miter cut and fusion welded.
2. Color: White.
3. Locks and Hardware:
 - a. Multi-point locking system.
 - b. Corrosion resistant stainless steel internal hardware.
 - c. Cast metal exposed locking hardware. Color; white.
4. Weather stripping: Minimum double weather stripping on both sash regardless of single hung or double hung configuration..
5. Screens: Extruded aluminum frame with 18 x 16 charcoal finished fiberglass mesh.
 - a. Double hung windows to have removable full screens
 - b. Single hung windows to have removable half screens
6. Tilt sash feature for both sash to facilitate exterior glass washing
7. No grills.

B. Performance.

1. Air Infiltration: Maximum 0.09 cfm/sq. ft. at 1.57 psf (25 mph) in accordance with ASTM E 283.
2. Water Resistance: No leakage when tested at 4.50 psf in accordance with ASTM E 547.
3. Uniform structural test pressure at 45.0 psf positive and negative in accordance with ASTM E 330.
4. Structural Rating: SGD-R30 - Test Size: 96 inches x 80 inches (2438mm x 2032mm) in accordance with ANSI/AAMA/NWDA 101/I.S.2.
5. Forced Entry: Type B, Grade 10 in accordance with ASTM F 588-97.

2.03 GLASS AND GLAZING

A. Clear Insulating Glass:

1. Factory glaze with the manufacturer's standard clear sealed insulating glazing material that complies with ASTM E 774-88 Class A installed with manufacturer's standard extruded or snap on glazing stops (beads), coordinated with glass selection, finish and glazing system selected.
2. Spacer Bar: PPG Intercept warm-edge spacer or equal.

B. Glazing Option #1 - Low E Glass:

1. If the owner so elects, factory glaze with the manufacturer's standard clear Low E sealed insulating glazing material that complies with ASTM C 1376-03 "Standard Specification for Pyrolytic and Vacuum Deposition Coatings on Flat Glass" installed with manufacturer's standard extruded or snap on glazing stops (beads), coordinated with glass selection, finish and glazing system selected. Coating to be on the #3 surface.
2. Spacer Bar: PPG Intercept warm-edge spacer or equal.

C. Glazing Option #2 - Low E Glass, Argon Filled:

1. If the Owner so elects, factory glaze with manufacturer's standard clear Argon filled Low E sealed insulating glazing filled with not less than 95% argon providing a U-factor of .32 BTU/hr/s.f./degree F., tested to the IGCC CBA level certification. Provide glazing material that complies with ASTM C 1376-03 "Standard Specification for Pyrolytic and Vacuum Deposition Coatings on Flat Glass" installed with manufacturer's standard extruded or snap on glazing stops (beads), coordinated with glass selection, finish and glazing system selected. Coating to be on the #3 surface.
2. Spacer Bar: PPG Intercept warm-edge spacer or equal.

2.04 INTERIOR TRIM

A. Interior Trim:

1. Ordinary flat stock to trim interior of window to be A or B select pine.
2. Moldings and mill work to be milled pine of the profile indicated on the drawing or option selected by the Owner.
3. No finger jointed material.

2.05 MISCELLANEOUS PRODUCTS

A. Exterior Sealant:

1. Exterior grade silicone meeting federal specs:
 - a. TT-S-001543A (COM-NBS)
 - b. TT-S-00230 C(COM-NBS)
 - c. ASTM-C-920 Type S, Grade NS, Class 100/50 , use T, NT, M, G, A and O.
2. Building sealant silicone.
3. Color : White.

B. Interior sealant:

1. Interior acrylic latex painter's caulk.
2. 25 Year Durability Guarantee.
3. Meets ASTM Specification C-834.
4. Color before painting: Manufacturer's standard.

C. Spray Foam:

1. Low-expanding, UL classified, one-component polyurethane foam designed specifically for window and door installation and retro-fit applications.
2. Conform to AAMA (American Architectural Manufactures' Association) test specifications for low pressure window and door sealant foams.
3. Completely fill cavities around window.
4. Mask or protect adjacent surfaces during installation.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine the conditions where the windows specified in this section are to be installed.
- B. Arrange for access in compliance with the Condominium Rules and Regulations.
- C. Verify rough opening size is of sufficient size to receive window unit and complies with manufacturer's requirements for opening clearances.

-
- D. Verify that sill plate is level.
 - E. Notify Owner of unacceptable conditions before proceeding with installation.

3.02 PREPARATION

- A. Remove existing casings trims sashes and hardware as needed.
- B. Inspect adjacent construction for integrity, signs of rot or insect damage.
 - 1. If damage is encountered, report damage to Condominium Owner.
 - 2. Provide estimate to Owner for additional cost of repair.
 - 3. Provide new schedule to owner for repair implementation.
 - 4. Repair and/or replace damage with new materials to match size and performance characteristics of damaged materials.
 - 5. Do not damage existing weather barrier in the preparation or repair of the opening.
 - 6. In the event the weather barrier has been damaged prior to installation, repair with a 100% flash spun bonded, high-density polypropylene fabric type weather barrier (Vaproshield). Weather-lap all new weather barriers over or under (depending on direction of application) existing at least 6" vertical and horizontal.
 - 7. Tape new weather barrier to existing.
 - 8. Tape existing weather barrier at the side jambs prior to window installation.

3.03 INSTALLATION

- A. Install window unit in accordance with manufacturer's printed instructions.
- B. Evenly and continuously support the bottom of the window frame. Do not use spaces shims.
- C. Apply sealant around perimeter of window unit. Butt joints and other gaps over 5/8 inch wide need foam backer rod.
- D. Install window unit level and plumb. Center window unit in opening and secure window as indicated in manufacturer's instructions.
- E. Flash window in accordance with standards for replacement windows.
- F. Insulate between window frame and rough opening with low-expanding foam insulation.

-
- G. Install new interior trim as identified in drawings or as selected by Owners.
 - H. Paint all new components to match existing:
 - 1. One primer coat.
 - 2. Two finished coats
 - I. If interior trim is to be stained, stain and finish all new components as directed by Owner and in accordance with the stain and finish manufacturer's instructions.

3.04 ADJUSTING

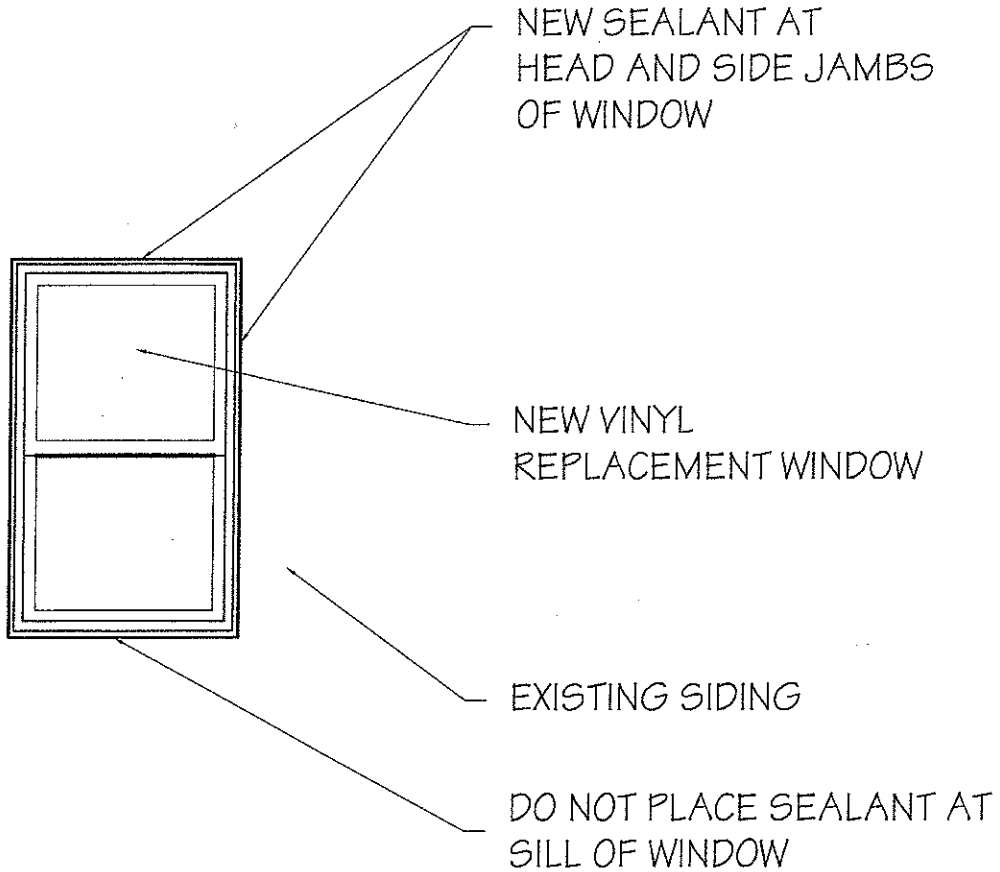
- A. Adjust units for smooth operation without binding or racking.
- B. Adjust sash locks and screens for smooth operation.
- C. Lubricate hardware and moving parts.

3.05 CLEANING

- A. Clean soiled surfaces and glass immediately prior to completion.
- B. Take care to avoid damage to protective coatings and finishes.
- C. Clean all interior and exterior vinyl surfaces.
- D. Do not use any petroleum distillates to clean.

END OF SECTION

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WINDOW ELEVATION

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PROJECT NAME

DRAWING DATA

DRAWING TITLE / NUMBER

GORMAN RICHARDSON ARCHITECTS, INC.

77 MAIN STREET
HOPKINTON, MA 01748
508.497.2890 FAX 508.435.0072

Client:

SHADOWBROOK CONDOMINIUM TRUST

1 SHADOWBROOK LANE
MILFORD, MA 01757

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Date : JANUARY 10, 2008

SHADOWBROOK CONDOMINIUM

1 SHADOWBROOK LANE
MILFORD, MA 01757

Project Number : 2007061.01

Revised Sheet :

Scale : NOT TO SCALE

Drawn By : MTG

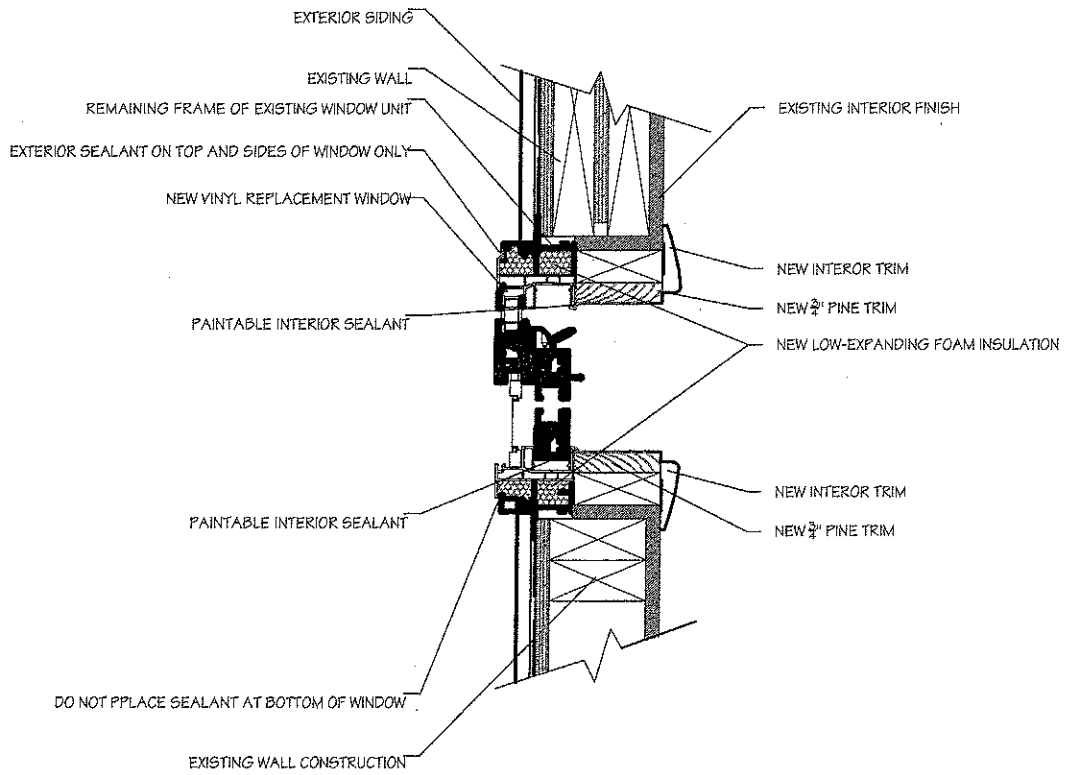
Checked By : MTG

File Name : SKA-04.dwg

WINDOW ELEVATION

SK-4

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WINDOW VERTICAL SECTION

GORMAN RICHARDSON ARCHITECTS, INC.
 77 MAIN STREET
 HOPKINTON, MA 01748
 508.497.2590 FAX 508.435.0072

Client:
SHADOWBROOK CONDOMINIUM TRUST
 1 SHADOWBROOK LANE
 MILFORD, MA 01757

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Date: JANUARY 10, 2008

PROJECT NAME
SHADOWBROOK CONDOMINIUM

1 SHADOWBROOK LANE
 MILFORD, MA 01757

Project Number: 2007061.01

DRAWING DATA

Revised Sheet: _____

Scale: NO SCALE

Drawn By: MTG

Checked By: MTG

File Name: SKA-05.dwg

DRAWING TITLE / NUMBER

VERTICAL WINDOW SECTION

SK-5

SECTION 08560**VINYL REPLACEMENT WINDOWS****1.01 OPTIONAL SUBMITTALS**

- A. All submittals to be to the Owner.
- B. Product data: Submit manufacturer's product specifications, technical support data, installation and maintenance recommendations and standard details for each type of window required, including finishing methods, hardware and accessories.
- C. Product drawings: For each type of window specified, submit standard assembly and details for the condition specific to the installation location of the window:
 - 1. Elevation for each style window specified indicating its size, glazing type, and design.
 - 2. Manufacturer's head, jamb and sill details for each window type specified.
- D. Color samples: Submit sample of white vinyl finish to verify color requirement.
- E. Certification: Provide certification as supplied by window manufacturer and issued by a recognized, independent testing laboratory certifying that each window complies with performance requirements indicated here-in.
- F. Submit copies of installer's licenses.
- G. Submit an installation schedule to the Condominium Owner identifying:
 - 1. Start Date
 - 2. Duration of Work
 - 3. Completion Date
 - 4. Date for agreed-on payments.

Agreement Between Owner and Contractor

AGREEMENT made as of the ____ day of _____ In the year _____

BETWEEN:

The Owner:

and

The Contractor:

The Project is *(check all that apply)*:

Aluminum Sliding Glass Door (Specification 08160)

Vinyl Replacement Windows (Specification 08560)

Fire Rated Wood Corridor Door, Frame and Hardware (Specification 08210)

at unit # _____
Shadowbrook Condominium
Milford, Massachusetts 01757

The Owner and Contractor agree as follows:

Article 1 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents.

Article 2 DATES OF COMENCEMENT AND COMPLETION

- 2.1 The date of commencement of the Work shall be the date of this Agreement.
- 2.2 The Contract Time shall be measured from the date of commencement.
- 2.3 The Contractor shall complete the entire Work not later than _____ (____) days from the date of commencement.

Article 3 CONTRACT SUM

3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be _____ Dollars (\$_____).

3.2 The Contract Sum is based upon the following options which are described in the Contract Documents and are hereby accepted by the Owner:

(If no options are chosen, so state.)

Article 4 PAYMENTS

4.1 Initial Payment

4.1.1 No initial payment is due with the execution of this agreement.

4.2 Progress Payments

4.2.1 Based upon installed and completed work by the Contractor, the Owner shall make progress payments on account of the Contract Sum to the Contractor. The period covered by each payment shall be one calendar week consisting of seven (7) consecutive days ending on Friday of each week.

4.2.2 The Contractor will present a fully itemized invoice to the Owner not later than the Monday following the week to invoiced.

4.2.3 Provided that the invoice is received by the Owner on the day described in 4.2.2 above, the Owner shall make payment to the Contractor not later than the Wednesday following the day of invoice submission.

4.2.4 Payments due and unpaid under this Agreement shall bear interest from the date payment is due at the rate of 1.5% per month, 18% per year.

4.3 Final Payment

- 4.3.1 Final payment, constituting the entire unpaid balance of the contract Sum, shall be made by the Owner to the Contractor when the Contractor has fully performed the Contract.
- 4.3.2 Full performance of the Contract includes completion of all work and all punch list items.
- 4.3.3 The Owner's final payment to the Contractor shall be made no later than Seven (7) days after the issuance of the Contractor's final invoice.

Article 5 PARTS OF THIS AGREEMENT

5.1 This Agreement in its entirety including documents identified below is the only agreement between the Owner and the Contractor.

5.2 The Specifications are the following Sections:

contained in the:

SHADOWBROOK CONDOMINIUM TRUST
MILFORD MASSACHUSETTS
SPECIFICATIONS AND DRAWINGS
for
WINDOWS

Dated: _____

5.3 The Drawings are as follows:

and are dated _____.

- 5.4 Change Orders are written documents dated and signed by both the Owner and the Contractors. No other form of change agreement is acknowledged by this Agreement.
- 5.5 Addenda are as defined in Article 6.
- 5.6 Modifications are as defined in Article 6.

Article 6 GENERAL PROVISIONS

6.1 The Contract Documents

- 6.1.1 The Contract Documents consist of:
1. This Agreement,
 2. Drawings,
 3. Addenda issued prior to the execution of this Agreement
 4. Modifications issued after execution of this Agreement. A Modification is:
 - a. A written amendment to the Contract signed by both parties
 - b. A Change Order

6.1.2 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor.

6.1.3 The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

6.1.4 Performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonable inferable from them as being necessary to produce indicated results.

6.2 The Contract

6.2.1 The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral.

6.2.2 The Contract may be amended or modified only by a Modification.

6.2.3 The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and Contractor, (2) between the Owner and a Subcontractor or sub-subcontractor, (3) between the Owner and Architect or (4) between any persons or entity's other than the Owner and Contractor, including between the Contractor and Shadowbrook Condominium Trust.

6.3 The Work

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

6.4 Execution of the Contract

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

Article 7 OWNER

7.1 Information and Services Required of the Owner

7.1.1. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

7.2 Owner's Right to Stop the Work

7.2.1 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated.

7.2.2 However, the right of the owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

7.3 Owner's Right to Carry Out the Work

7.3.1 If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform a provision of the Contract, the Owner, after 10 days' written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies.

7.3.2 the Owner may deduct the reasonable cost thereof, from the payment then or thereafter due the Contractor.

Article 8 CONTRACTOR

8.1 Review of Contract Documents and Field Conditions By Contractor

8.1.1 Since the Contract Documents are complimentary, before starting each portion of the Work, the Contractor shall carefully study and compare the various drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Subparagraph 7.1.1, shall take field measurements of existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions or inconsistencies in the Contract Documents.

8.1.2 Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Owner but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional.

8.2 Supervision and Construction Procedures

8.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over the construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract.

8.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other

persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

8.3 Labor and Materials

- 8.3.1 The Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- 8.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- 8.3.3 The Contractor shall deliver, handle, store and install materials in accordance with manufacturers' instructions and the Contract Documents.
- 8.3.4 The Contractor may make substitutions only with the consent of the Owner, in accordance with a Change Order.
- 8.3.5 The Contractor shall not store any material on the project site or any property controlled by the Shadowbrook Condominium Trust or the Owner.

8.4 Warranty

- 8.4.1 The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be new and of the quality specified, that the Work will be free from defects and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, will be considered defective.
- 8.4.2 The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.
- 8.4.3 The Contractor's warranty period will be one (1) year from the date of Final Payment by the Owner
- 8.4.4 Other manufacturer's warranties may be longer than the one (1) year Contractor's warranty. Such longer warranty periods in no way diminish the contractor's responsibility to fully warrant the Work for the warranty period defined here-in.
- 8.4.5 The Contractor is obligated by the terms of this Agreement to obtain all manufacturers' warranties in the name of the Owner.

8.5 Taxes

The Contractor shall pay sales, consumer, use and other similar taxes which are legally enacted at the time and date of execution of this Agreement.

8.6 Permits, Fees and Notices

- 8.6.1 The Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.
- 8.6.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work. The Contractor shall promptly notify the Owner if the Drawings and Specifications are observed by the Contractor to be at variance therewith. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Owner, the Contractor shall assume appropriate responsibility for such Work and shall bear all costs attributable to correction.
- 8.6.3 Requirements of the Drawings and Specifications that exceed the requirements of laws, statutes, ordinances, building codes, and rules and regulations are to be incorporated into the work.

8.7 Submittals

- 8.7.1 The Contractor shall submit to the Owner samples and similar submittals required by the Contract Documents with reasonable promptness, and in all cases before the work is purchased or installed.
- 8.7.2 The contractor shall submit all paper submittals in duplicate.
- 8.7.3 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

8.8 Use of Site

The Contractor shall confine operations at the site to areas immediately adjacent to the site of the Work and shall not unreasonably encumber the site. Further the Contractor shall obtain the approval of the Shadowbrook Condominium Trust for use of the common areas of the site.

8.9 Cutting and Patching

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

8.10 Cleaning Up

- 8.8.1 The Contractor shall keep the premises and surrounding area clean and free from accumulation of waste materials or rubbish caused by operations under the Contract.
- 8.8.2 Rubbish shall be removed from the Project daily.
- 8.8.3 At completion of the Work, the Contractor police the project premises and its surrounds and shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material.
- 8.8.4 No waste material shall be deposited in any container on the Shadowbrook Condominium site.

8.11 Indemnification

- 8.11.1 To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by insurance purchased in accordance with Article 15, the Contractor shall indemnify and hold harmless the Owner, Architect and Shadowbrook Condominium Trust from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph 8.11.
- 8.11.2 In claims against any person or entity indemnified under this Paragraph 8.11 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Subparagraph 8.11.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

Article 9 CLAIMS, DISPUTES AND CONSEQUENTIAL DAMAGES

9.1 Claims and Disputes

- 9.1.1 Claims, disputes and other matters in question arising out of or relating to this contract shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.
- 9.1.2 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.
- 9.1.3 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be in accordance with Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.
- 9.1.4 Claims, disputes and other matters in question arising out of or relating to the Contract that are not resolved by mediation, shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry

Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Contract Documents shall include, by consolidation, joinder or in any other manner, any person or entity not a party to the Agreement under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law, (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, (3) the interest or responsibility of such person or entity in the matter is not insubstantial, and (4) such person or entity is not the Architect or any of the Architect's employees or consultants. The agreement herein among the parties to the Agreement and any other written agreement to arbitrate referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

9.2 Claims for Consequential Damages

9.2.1 The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

9.2.1.1 Damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

9.2.1.2 Damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for the loss of profit except anticipated profit arising directly from the Work.

9.2.2 This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 18. Nothing contained in this Paragraph 9.2 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

Article 10 SUBCONTRACTORS

10.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

10.2 Contracts between the Contractor and Subcontractors shall:

10.2.1 Require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner.

10.2.2 Allow the Subcontractor the benefit of all rights, remedies and redress afforded to the Contractor by these Contract Documents.

Article 11 CHANGES IN THE WORK

- 11.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed and dated by the Owner and the Contractor.
- 11.2 The cost or credit to the Owner from a change in the Work shall be determined by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit.
- 11.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted.

Article 12 TIME

- 12.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.
- 12.2 If the Contractor is delayed at any time in the commencement or progress of the work by changes ordered in the Work, by labor disputes, fire, abnormal adverse weather conditions not reasonably anticipated, unavoidable casualties or any causes beyond the Contractor's direct control, then the Contract Time shall be extended by Change Order, subject to the provisions of Paragraph 9.

Article 13 PAYMENTS AND COMPLETION

13.1 Invoice for Payment

Payments shall be made as provided in Article 4 of this Agreement. The Contractor warrants that title to all Work covered by an Invoice for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Invoice for Payment all Work for which payments have been received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

13.2 Payments to the Contractor

- 13.2.1 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in similar manner.
- 13.2.2 The Owner shall have no obligation to pay or see to the payment of money to a Subcontractor except as may otherwise be required by law.

13.3 Final Completion and Final Payment

- 13.3.1 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed.
- 13.3.2 The making of final payment shall constitute a waiver of claims by the Owner except those arising from:
- .1 Liens, claims, security interests or encumbrances arising out of the Contract and unsettled
 - .2 Failure of the Work to comply with the requirements of the Contract Documents
 - .3 Terms of warranties required.
- 13.3.3 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

Article 4 PROTECTION OF PERSONS AND PROPERTY

14.1 Safety Precautions and Programs

14.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- .1 Employees on the Work and other persons who may be affected thereby
- .2 The Work and materials and equipment to be incorporated therein
- .3 Other property at the site or adjacent thereto.

14.1.2 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employees by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under this Article 14 except for damage or loss attributable to acts or omissions of the Owner or by anyone for whose acts either of them may be liable, and not attributable to the Contractor's obligations under Article 8.

14.2 Hazardous Material

14.2.1 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs for shutdown, delay and start-up which adjustments shall be accomplished as provided in Article 11 of this agreement.

14.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not

limited to attorney's fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Subparagraph 14.2.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself), and provided that such damage, loss or expense is not due to the sole negligence of a party seeking indemnity.

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

Article 15 INSURANCE

15.1 Contractor's Insurance

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the commonwealth of Massachusetts insurance for protection from claims under workers' compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Contractor's obligations. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. The Owner and the Shadowbrook Condominium Trust shall be named

15.2 Owner's Liability Insurance

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

15.3 Waivers of Subrogation

- 15.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described herein, if any, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to property insurance applicable to the Work. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damages.

- 15.3.2 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Contractor as fiduciary for the insured's, as their interests may appear, subject to requirements of any applicable loan clause. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by

the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their sub-subcontractors in similar manner.

Article 16 CORRECTION OF WORK

16.1 The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether discovered before or after payment by the Owner. Costs of correcting such rejected Work, including additional testing and inspections made necessary thereby, shall be at the Contractor's expense.

16.2 In addition to the Contractor's obligations under Paragraph 8.4, if, within one year after the date of Final Payment for the Work, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

16.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Paragraph 7.3

16.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work

16.5 The one-year period for correction of Work shall not be extended by corrective Work successfully performed by the Contractor.

Article 17 MISCELLANEOUS PROVISIONS

17.1 Assignment of Contract

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

17.2 Governing Law

The Contract shall be governed by the law of the Commonwealth of Massachusetts.

17.3 Commencement of Statutory Limitation Period

As between Owner and Contractor, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued.

- .1 not later than the date of Final Payment for acts or failures to act occurring prior to the relevant date of Completion;
- .2 not later than the date of issuance of the Final Payment for acts or failures to act occurring subsequent to the relevant date of Final Payment and prior to the issuance of the final Invoice for Payment; and
- .3 not later than the date of the relevant act or failure to act by the Contractor for acts or failures to act occurring after the date of the Final Payment.

Article 18 TERMINATION OF THE CONTRACT

18.1 Termination by the Contractor

If the Owner fails to make payment for a period of 30 days, the Contractor may, upon seven (7) additional days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages applicable to the Project.

18.2 Termination by the Owner

- 18.2.1 The Owner may terminate the Contract if the Contractor:
- .1 persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
 - .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
 - .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
 - .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.
- 18.2.2 When any of the above reasons exists, the Owner, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' written notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.
- 18.2.3 When the Owner terminates the Contract for one of the reasons stated in Subparagraph 18.2.1, the Contractor shall not be entitled to receive further payment.
- 18.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. IF such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner This obligation for payment shall survive termination of the Contract.

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

Owner (Signature)

Contractor (Signature)

(Printed name)

(Printed name and title)

Agreement Between Owner and Contractor