

**NORTHEASTERN UNIVERSITY
SMALL CAPITAL PROJECTS AGREEMENT**

AGREEMENT made as of the XX day of XX in the year 2018

BETWEEN the Owner:

Northeastern University
360 Huntington Avenue
Boston, MA 02115

and the Contractor:

the Project is:

Northeastern University
360 Huntington Avenue
Boston, MA 02115

the Architect/Engineer is:

SAMPLE

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The Owner and Contractor agree as follows:

BASIC DEFINITIONS

- (1) The term “Agreement” or “Contract” means the agreement entered into hereunder and all other referenced attachments hereto, as the same may be amended from time to time under the terms hereunder.
- (2) The term “Architect/Engineer” shall mean the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term “Architect/Engineer” means the Architect/Engineer or the Architect/Engineer’s authorized representative.
- (3) The term “Change Order” shall mean a change in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly, in accordance with Article 10 of this Agreement. Such Change Orders shall be authorized in writing by the Owner, Contractor, and Architect.
- (4) The term “Commonwealth” means the Commonwealth of Massachusetts and its political subdivisions or agents where the context so requires.
- (5) The term “Confidential Information” shall have the meaning provided in Section 16.9 of this Agreement.
- (6) The term “Construction Change Directive” shall mean a change in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly, in accordance with Article 10 of this Agreement. Such Construction Change Directives shall be signed by the Owner and Architect/Engineer.

- (7) The term “Contract Documents” shall mean the documents described and enumerated in Article 4 of this Agreement, subject to additions, modifications, and deletions made in accordance with the provisions of this Agreement.
- (8) The term “Contract Sum” shall mean the sum shown Section 3.1 of this Agreement, subject to additions and deletions as provided in the Contract Documents.
- (9) The term “Contract Time” shall mean the duration of the Project, as determined in accordance with Article 2 of this Agreement.
- (10) The term “Contractor” shall mean the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term “Contractor” means the Contractor or the Contractor’s authorized representative.
- (11) The term “Modification” shall have the meaning provided in Section 4.1 of this Agreement.
- (12) The term “Indemnitees” shall have the meaning provided in Section 12.1.14 of this Agreement.
- (13) The term “Drawings” shall mean the graphic and pictorial portions of the Contract Documents in whatever form, including but not limited to in electronic format, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.
- (14) The term “Owner” or “Northeastern” or “University” shall be defined as Northeastern University through the Vice President of Facilities or his/her designee as may be appointed to act as the Project Manager.
- (15) The term “Product Data” shall have the meaning provided in Section 6.7.1 of this Agreement.
- (16) The term “Project” is the total construction of the Work to be performed under the Contract Documents.
- (17) The term “Project Manager” is the Owner’s representative for the project, as described in Section 5.1.2 of this Agreement.
- (18) The term “Shop Drawings” shall have the meaning provided in Section 6.7.1 of this Agreement.
- (19) The term “Site” or “Project Site” means the geographical location of the Project as more fully described in the Contract Documents.
- (20) The term “Software” shall have the meaning provided in Section 16.8.1 of this Agreement.
- (21) The term “Specifications” is defined as the portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.
- (22) The term “Subcontractor” shall have the meaning provided in Section 8.1 of this Agreement.
- (23) The term “Substantial Completion” is defined as the state in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use and only minor items

which can be completed without substantial interference with the Owner's use of the Work remaining to be completed.

- (24) The term "Telecommunications" shall mean all information systems belonging to Northeastern University to include the network systems, hardware, software, telephone and website capabilities.
- (25) 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.
- (26) Unless the context clearly intends to the contrary, the terms used in this Agreement that are not specifically defined herein shall have the same meaning as their common usage in the construction industry.

ARTICLE 1 THE WORK OF THIS CONTRACT

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

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- § 2.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
- § 2.2 The Contract Time shall be measured from the date of commencement.
- § 2.3 The Contractor shall achieve Substantial Completion of the entire Work not later than **XXX, 2018**. Nothing herein shall limit the Owner's right to liquidated damages or to any other remedy which it may possess under other provisions of the Contract Documents or by law.
- § 2.4 The date of Substantial Completion is the date certified by the Architect/Engineer in accordance with Section 11.5.1.
- § 2.5 If the Contractor fails to complete the Work within the time set forth herein or any formally approved extension thereof, the actual damage to the Owner due to the delay will be difficult, even impossible, to determine and in lieu thereof, the Contractor shall pay to the Owner, for each calendar day's delay, as fixed, agreed and liquidated damages, and not as a penalty, the sum of Five Hundred Dollars (\$500.00) per day which amount shall be increased by Five Hundred Dollars (\$500.00) per day after each fifteen (15) day period that expires until the Work is complete and the Contractor shall be liable for the amount thereof provided, that the Owner reserves the right to proceed and to complete the Work by contract or otherwise charging against the Contractor and its sureties any excess cost incurred by the Owner thereby together with liquidated damages accruing until such times as the Owner may reasonably procure the completion of the Work.
- § 2.6 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 reasonable period for performing the Work.

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 **XXXXXX Dollars (\$XXXXX.00)**, subject to additions and deletions as provided in the Contract Documents (collectively, the “Contract Sum”). Such deletions shall include the savings realized as a result of any unused amount from any allowances detailed on **Exhibit 2**.

§ 3.2 The Contract Sum is based upon “**Lump Sum**”.

ARTICLE 4 ENUMERATION OF CONTRACT DOCUMENTS

§ 4.1 **THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, the other documents enumerated under this Section 4.1 below, and Modifications issued after execution of this Agreement. A Modification is: (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect/Engineer. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents including without limitation the Contractor’s bid response (if any). In the event of conflict or discrepancies among the Contract Documents, the documents shall be construed according to the following priorities:

- | | |
|------------------|--|
| Highest Priority | Modifications – later date to take precedence |
| Second Priority | NU Small Capital Projects Agreement (A107 as modified) |
| Third Priority | Special Conditions (if any) |
| Third Priority | Qualifications and Clarifications |
| Fourth Priority | Drawings and Specifications |
| Fifth Priority | “Invitation to Bid”/“Request for Proposals” if attached as part of Agreement |

§ 4.1.1 Other documents, if any, forming part of the Contract Documents are as follows:

§ 4.1.1.1 Exhibits to the Agreement are as follows:

- § 4.1.1.1.1 **Exhibit 1** – Invitation to Bid
- § 4.1.1.1.2 **Exhibit 2** – Company Schedule of Values
- § 4.1.1.1.3 **Exhibit 3** – Drawing and Specification Log
- § 4.1.1.1.4 **Exhibit 4** – Qualifications and Clarifications
- § 4.1.1.1.5 **Exhibit 5** – Project Schedule

§ 4.1.1.1.6 **Exhibit 6** – Minority, Women, and Small Local Business Entity Schedule of Participation and Payment Certification Forms

§ 4.1.1.2 Schedules to the Agreement are as follows:

§ 4.1.1.2.1 **Schedule A** – Storage/Payment Procedures for Material Stored Offsite and Not Yet Installed in the Work

§ 4.1.1.2.2 **Schedule B** – General and Subcontractor Certifications, Indemnifications, and Waivers of Liens

§ 4.1.1.2.3 **Schedule C** – Northeastern University Insurance Requirements

§ 4.1.1.2.4 **Schedule D** – Northeastern University Application for Payment Form

§ 4.1.1.2.5 **Schedule E** – Northeastern University Project Close-Out Requirements

§ 4.1.1.2.6 **Schedule F** – Monthly Waste Stream Reporting Form

§ 4.1.1.2.7 **Schedule G** – Northeastern University No Smoking Policy

§ 4.2. THE CONTRACT

The Contract Documents form the Agreement. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written Modification approved by the Owner. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect/Engineer and Contractor, (2) between the Owner and a Subcontractor or sub-subcontractor, (3) between the Owner and Architect/Engineer, or (4) between any persons or entities other than the Owner and Contractor.

§ 4.3 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 5 OWNER

§ 5.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 5.1.1 The Owner shall furnish and pay for surveys and a legal description of the Site, if required.

§ 5.1.2 The Owner shall designate in writing, and/or through e-Builder, a representative (“Project Manager”) who shall have express authority to bind the Owner with respect to all matters requiring the Owner’s approval or authorization except for certain legal authorizations including, but no limited to, executing Contract amendments. This representative shall have the authority to make decisions on behalf of the Owner concerning estimates and schedule construction budgets, and changes in the Work, and shall render such decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the service or Work of the Contractor.

§ 5.2 OWNER'S RIGHT TO STOP WORK

If the Contractor fails, in the sole judgment of the Owner, to correct defective Work as required by Article 14 or fails to carry out the Work in accordance with the Contract Documents, the Owner by a written order signed personally or by an agent specifically so empowered by the Owner in writing, may, without prejudice to any other remedy the Owner may have, order the Contractor to stop the Work, or any portion thereof (and the Contractor shall not thereafter incur any further cost or expense therefor without the Owner's prior written approval) until the cause for such order has been eliminated or finally determined not to constitute a failure on the part of the Contractor to perform in accordance with the Contract Documents.

§ 5.3 OWNER'S RIGHT TO CARRY OUT THE WORK

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 five (5) days' written notice to the Contractor and without prejudice to any other remedy the Owner may have, may correct such deficiencies and may deduct the reasonable cost thereof, including Owner's expense and compensation for the Architect/Engineer's services made necessary thereby, from the payment then or thereafter due the Contractor; such five (5) days' notice shall not be required for emergency Work including without limitation fire protection systems. If immediate correction of nonconforming Work is required to protect the life safety or protection of property and is performed by the Owner or separate contractors, the Contractor shall pay the Owner all costs incurred by the Owner for correcting such nonconforming Work. The Owner may deduct the costs of making such corrections from any payment then or thereafter due to the Contractor.

In removing nonconforming Work, the Owner may store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten (10) days after written notice, the Owner may upon ten (10) additional days' written notice sell such materials and equipment at auction or private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Architect/Engineer's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner. This remedy shall be in addition to all other remedies of the Owner under the Contract Documents or applicable law arising as a result of Contractor's breach of this Contract.

ARTICLE 6 CONTRACTOR

§ 6.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD BY CONTRACTOR

§ 6.1.1 Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the Drawings, Specifications, and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 5.1, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the Site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions or inconsistencies in the Contract Documents; however, any errors, omissions or inconsistencies discovered by the Contractor shall be reported promptly to the Architect/Engineer as a request for information in such form as the Architect/Engineer may require.

§ 6.1.2 Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Architect/Engineer, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 6.2 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 6.2.1 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 construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instruction concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall be fully and solely responsible for the jobsite safety thereof unless the Contractor gives timely written notice to the Owner and Architect/Engineer that such means, methods, techniques, sequences or procedures may not be safe. The Contractor, subcontractors and individuals supervising Work shall be certified by the Commonwealth and licensed by the applicable municipal authority where the Project is located to perform the Work required of them in their capacity as Contractor, subcontractor or supervisor. Contractors, subcontractors and individuals supervising the Work shall present to the Owner evidence of state certification and city licenses covering the types of Work being performed.

§ 6.2.2 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.

§ 6.3 LABOR AND MATERIALS

§ 6.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work. For purposes of this Section 6.3.1, the term "provide" shall mean furnish and install complete, including connections, unless otherwise specified.

§ 6.3.2 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. The Contractor shall make reasonable efforts to reassign Contractor personnel, including subcontractors' personnel working on Owner's premises if such personnel are deemed by the Owner to be disruptive, dangerous, incompetent, or otherwise noncompliant with reasonable conduct guidelines.

Contractor shall make reasonable efforts to educate and inform all personnel assigned to the Project of the University's policies applicable to contractors or visitors to the University including, without limitation, the University's policy(ies) related to sexual harassment. Such education may include but shall not be limited to the distribution of pamphlets and informative material supplied by the University.

The Contractor acknowledges that the University's "Policy on Background Checks for Vendors and Contractors" shall apply in the event that the Project is located within a "Covered Facility" (as defined therein) and that in such event the Contractor shall comply with said policy.

The “Policy on Background Checks for Vendors and Contractors” may be found at https://www.northeastern.edu/policies/pdfs/Policy_on_Background_Checks_for_Contractors_and_Vendors.pdf.

All University policies under this Section 6.3.2 may be found at <http://www.northeastern.edu/policies/>.

§ 6.3.3 The Contractor shall deliver, handle, store and install materials in accordance with manufacturers’ instructions.

§ 6.3.4 The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect/Engineer and in accordance with a Change Order.

§ 6.4 WARRANTY

The Contractor warrants to the Owner and Architect/Engineer that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, 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, may be considered defective, and the Contractor will bear the cost of correcting all such nonconforming Work. 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.

§ 6.5 TAXES

Neither the Contractor nor any subcontractor, without the written approval of the Owner, shall charge taxes to the Owner and no bid shall contain any such charges. The Owner is a non-profit organization with a tax exempt status under Internal Revenue Code 501(c)(3) (Tax exemption No. E041679980). The Owner shall upon request provide the Contractor with its certificates of exemption for use in this Project only.

§ 6.6 PERMITS, FEES AND NOTICES

§ 6.6.1 Unless otherwise directed by the Owner, the Contractor shall secure and pay for the building permit. The Contractor shall pay for all other permits, fees, licenses and inspections necessary for the proper execution and completion of the Work.

§ 6.6.2 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 Architect/Engineer and the Owner if the Drawings and Specifications are observed by the Contractor to be at variance therewith. If the Contractor performs Work not in conformance with applicable laws, statutes, ordinances, building codes, and rules and regulations, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs and shall pay all the Owner’s damages. Due to the nature of the Owner’s projects, any delays associated with Work which the Contractor is in violation of this provision, shall not form the basis for any claims whatsoever for extra compensation or for any extension of time.

§ 6.7 SUBMITTALS

§ 6.7.1 The Contractor shall review for compliance with the Contract Documents, approve in writing and submit to the Architect/Engineer Shop Drawings, Product Data, samples and similar submittals required by the Contract Documents with reasonable promptness. The Work shall be in accordance with approved submittals. "Shop Drawings" are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, sub-subcontractor, manufacturer, supplier or distributing to illustrate some portion of the Work.

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

Samples are physical examples of materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 6.7.2 Shop Drawings, Product Data, samples and similar submittals are not Contract Documents.

§ 6.8 USE OF SITE

The Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the Site with materials or equipment.

§ 6.9 CUTTING AND PATCHING

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

§ 6.10 CLEANING UP

The Contractor shall keep the premises and surrounding area, including without limitation mechanical rooms, free from accumulation of waste materials or rubbish caused by the operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material. If the Contractor is provided a site office on the Owner's property for the project, the Contractor shall also return the site office premises and surrounding area in the manner provided above.

The Contractor shall submit a completed monthly waste stream report with each of its Applications for Payment using the form attached hereto as **Schedule F**.

§ 6.11 ROYALTIES, PATENTS AND COPYRIGHTS

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

§ 6.12 ACCESS TO WORK

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

§ 6.13 INDEMNIFICATION

§ 6.13.1 To the fullest extent permitted by law, , the Contractor shall indemnify and hold harmless the Owner, Architect/Engineer, Architect/Engineer's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) caused by the acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 6.13.

§ 6.13.2 In claims against any person or entity indemnified under this Section 6.13 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 6.13.1 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 7 ARCHITECT/ENGINEER'S ADMINISTRATION OF THE CONTRACT

§ 7.1 The Architect/Engineer will provide administration of the Contract and will be an Owner's representative and shall regularly advise and consult with the Owner. The Architect/Engineer shall have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument.

§ 7.2 The Architect/Engineer, as a representative of the Owner, will visit the Site at intervals appropriate to the stage of construction, but at least weekly, or as otherwise agreed by the Architect/Engineer and the Owner in writing, and at such intervals as may be required by any governmental regulatory agency having jurisdiction over the Project to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work and for the purpose of determining whether, in general, the Project when completed, will comply with the requirements of the Contract Documents. The Architect/Engineer agrees to attend weekly Site meetings to determine if the Project is proceeding in accordance with the Contract Documents. On the basis of such on-Site observations as an architect/engineer, the Architect/Engineer shall keep the Owner informed of the progress and quality of the Work on the Project, and use its best efforts to guard the Owner against defects and deficiencies in the Work of the Contractor. If the Architect/Engineer becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, it shall give prompt written notice thereof to the Owner and Contractor.

However, the Architect/Engineer will not be required to make exhaustive or continuous on-Site inspections to check the quality or quantity of the Work.

- § 7.3 The Architect/Engineer will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 6.2.1. The limitation of the Architect/Engineer's liability shall not apply to the extent that the failure of the other parties to properly perform their aspects of the Work would not have occurred if the Architect/Engineer had properly performed its obligations hereunder.
- § 7.4 Based upon the Architect/Engineer's evaluations of the Work and of the Contractor's applications for payment, the Architect/Engineer will review and certify to the Owner the amounts due the Contractor and will issue Certificates for Payment in such amounts.
- § 7.5 The Architect/Engineer shall have direct authority to reject the Work that does not conform to the Contract Documents.
- § 7.6 The Architect/Engineer will review and approve or take appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Such review, approval, or other appropriate action must be taken within a reasonable time frame as required for timely progress of the Work. Such time frame shall be communicated by the Contractor in advance and as agreed to by the Architect/Engineer. The Architect/Engineer's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect/Engineer's professional judgment to permit adequate review.
- § 7.7 The Architect/Engineer subject to the concurrence of the Owner, will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect/Engineer's response to such requests will be made with reasonable promptness and within any time limits agreed upon but in no event later than fifteen (15) days after the Architect/Engineer's receipt of any request for an interpretation by the Owner or Contractor. The Architect/Engineer will make initial decisions on all claims, disputes and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions so rendered in good faith.
- § 7.8 The Architect/Engineer's decision on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.
- § 7.9 Duties, responsibilities and limitations of authority of the Architect/Engineer as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner and Architect/Engineer.
- § 7.10 CLAIMS AND DISPUTES**
- § 7.10.1 Claims, disputes and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect/Engineer, but excluding those arising under Section 12.2, shall be referred initially to the Architect/Engineer for decision.
- § 7.10.2 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 the Architect/Engineer.

§ 7.10.3 Claims, disputes and other matters in question arising out of or relating to the Contract that are not resolved by mediation, except matters relating to aesthetic effect and except those waived as provided for in this Agreement and Sections 11.6.3 and 11.6.4, shall be determined by litigation. Contractor hereby consents to the jurisdiction and venue of the Superior Court of the Commonwealth for Suffolk County.

ARTICLE 8 SUBCONTRACTORS

§ 8.1 A Subcontractor is a person or entity that has a direct contract with the Contractor to perform a portion of the Work at the Site.

§ 8.2 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect/Engineer the names of the Subcontractors for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor to whom the Owner or Architect/Engineer has made a reasonable and timely objection.

§ 8.3 Contracts between the Contractor and Subcontractors shall (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 and Architect/Engineer, and (2) allow the Subcontractor the benefit of all rights, remedies and redress afforded to the Contractor by the Contract Documents. The Contractor shall provide the Owner with copies of all subcontractor agreements and subcontractor bid tabs upon request.

ARTICLE 9 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 9.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the Site under conditions of contract identical or substantially similar to these, including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such claim as provided in Section 7.10.

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

§ 9.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.

ARTICLE 10 CHANGES IN THE WORK

- § 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by (1) written Change Order signed by the Owner, Contractor, and Architect/Engineer, (2) by written Construction Change Directive signed by the Owner and Architect/Engineer, or (3) by minor changes in the Work authorized by the Architect/Engineer (such minor changes in the Work shall not involve any adjustment in the Contract Sum or extension for the Contract Time and shall not be inconsistent with the intent of the Contract Documents. The Architect/Engineer shall review and comment on proposed Change Orders and prepare Change Orders as directed by the Owner and Construction Change Directives.
- § 10.2 The cost or credit to the Owner from a Change Order shall be determined by mutual agreement of the parties. In the case of a Construction Change Directive, by the Contractor's cost of labor, material, and equipment as stated in **Exhibit 2**, to the extent feasible, and allowable soft cost markups. The total such soft cost mark-up for all labor and materials provided by the Contractor, its subcontractors, and sub-subcontractors shall be no greater than **[INSERT FROM FINAL AWARDED BID PROPOSAL]**.
- § 10.3 If concealed or unknown physical conditions are encountered at the Site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum only shall be equitably adjusted.
- § 10.4 If the Contractor is delayed at any time in the commencement of progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control, or by other causes which the Architect/Engineer determines may justify delay, the Contract Time shall be extended by Change Order or Construction Change Directive for such reasonable time as the Architect/Engineer, with the approval of the Owner, may determine, subject to the provisions of Section 7.10.

ARTICLE 11 PAYMENTS AND COMPLETION

§ 11.1 PROGRESS PAYMENTS

- § 11.1.1 Based upon applications for payment submitted to the Owner and/or Architect/Engineer by the Contractor and Certificates for Payment issued by the Architect/Engineer, the Owner shall make progress payments on the account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents. The period covered by each application for payment shall be one (1) calendar month ending on the last day of the month. Applications for Payment shall be made using the form attached hereto as **Schedule D**.
- § 11.1.2 Payments are due and payable thirty-five (35) days from the date the Contractor's final approved application for payment, including all supporting documentation required under the Contract Documents, is approved by the Owner.

Notwithstanding the foregoing, the Owner, in its sole discretion, may require that the Contractor submit a draft "pencil requisition" version of the application for payment in accordance with the following submittal and review schedule:

- 11.1.2.1 The Contractor shall present a draft of its proposed application for payment for review by the Owner and Architect/Engineer by no later than five (5) business days after the last day of each fiscal billing period;
- 11.1.2.2 The Owner shall have five (5) business days after receipt of the proposed application for payment to complete its review of the proposed application for payment;
- 11.1.2.3 The Contractor shall have three (3) business days from receipt of the Owner's request to respond to the Owner's request for revisions to the proposed application for payment, requests for additional documentation, etc., and to present its final application for payment for the Owner's approval;
- 11.1.2.4 The Owner shall have two (2) business days to complete its review of the proposed final application for payment and to approve the application for payment as presented; and
- 11.1.2.5 If the Owner does not approve the proposed final application for payment because it is incomplete or otherwise non-responsive to the Owner's requests for revisions, additional documentation, etc., the Owner shall have two (2) business days in which to perform its review of each subsequently submitted proposed final application for payment and to approve such subsequent application for payment when it is determined to be complete and responsive.

§ 11.2 APPLICATIONS FOR PAYMENT

- § 11.2.1 Applications for payment shall be in accordance with **Schedule D** or other form satisfactory to the Owner. In the event the Contractor is utilizing any MBE, PBE, WBE, and/or SLBE (as defined in Section 16.13 of this Agreement) subcontractors, it shall include a completed copy of **Exhibit 6-2** or **6-3**, as appropriate, with each application for payment.
- § 11.2.2 The Contractor warrants that the title to all Work covered by an application for payment will pass to the Owner either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all the liens, claims, security interests or encumbrances, hereinafter referred to as "liens." The Contractor further agrees that the submission of any application for payment shall conclusively be deemed to waive all liens with respect to said Work to which the Contractor may then be entitled, provided that such Waiver of the lien rights shall not waive the Contractor's right to payment for such Work.
- § 11.2.3 If the Contractor fails to furnish such releases or waivers as the Owner reasonably requires to satisfy the Owner that there are no outstanding liens, the Owner may require the Contractor, as a condition of final payment and at the Contractor's expense, to furnish a bond satisfactory to the Owner to indemnify the Owner against such liens.

§ 11.3 CERTIFICATE FOR PAYMENT

- § 11.3.1 The Architect/Engineer will, within seven (7) days after receipt of the Contractor's approved application for payment, either issue to the Owner a certificate for payment, with a copy to the Contractor, for such amount as the Architect/Engineer determines is properly due, or notify the Contractor and Owner in writing of the Architect/Engineer's reasons for withholding certification in whole or in part as provided in Section 11.3.3.
- § 11.3.2 The issuance of a certificate for payment will constitute a representation by the Architect/Engineer to the Owner, based on the Architect/Engineer's evaluations of the Work and data compromising the application for payment, that the Work has progressed to the point

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

§ 11.3.3 The Architect/Engineer may withhold a certificate for payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect/Engineer's opinion, the representation to the Owner required by Section 11.3.2 cannot be made. If the Architect/Engineer is unable to certify payment in the amount of the Application, the Architect/Engineer will notify the Contractor and Owner as provided in Section 11.3.1. The Architect/Engineer may also withhold a certificate for payment or, because of subsequently discovered evidence, may nullify the whole or part of a certificate for payment previously issued, to such extent as may be necessary in the Architect/Engineer's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 6.2.2, because of:

11.3.3.1 Defective Work not remedied;

11.3.3.2 Third party claims filed or reasonable evidence indicating probable filing of such claims;

11.3.3.3 Failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

11.3.3.4 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

11.3.3.5 Damage to the Owner or another contractor;

11.3.3.6 Reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

11.3.3.7 Persistent failure to carry out the Work in accordance with Contract Documents.

11.3.3.8 Failure to provide releases from any Subcontractor, sub-subcontractor or supplier if such releases have been requested by the Owner.

11.3.3.9 Any other failure of the Contractor to perform its obligations under the Contract Documents.

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

§ 11.4 PAYMENTS TO THE CONTRACTOR

§11.4.1 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. Reasonable evidence satisfactory to the Owner may be required to show that all obligations relating to the Work of Subcontractors and sub-subcontractors are current before releasing any payment due to the Contractor. The Contractor shall submit evidence satisfactory to the Owner or its representative that all payrolls, bills for materials and equipment, and all known indebtedness connected to the Work of Subcontractors and sub-subcontractors have been paid. The Contractor shall deliver to the Owner a complete release of all liens, both partial beginning with the second application for payment, and final as further detailed in Section 11.6 of this Agreement, arising out of the Work performed by Subcontractors or sub-subcontractors or receipts in full covering all labor, materials and equipment for which a lien could be filed, or if requested by the Owner, a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner, all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§11.4.2 Except with the Owner's prior approval, the Contractor shall not make advanced payments to suppliers for materials or equipment which have not been delivered and stored at the site. The Contractor shall comply with requirements set forth in the Owner's Storage/Payment Procedures for Material Stored Offsite, attached hereto as **Schedule A**.

§ 11.4.3 Neither the Owner nor Architect/Engineer shall have an obligation to pay or see to the payment of money to a Subcontractor except as may otherwise be required by law.

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

§ 11.5 SUBSTANTIAL COMPLETION

When the Architect/Engineer determines that the Work or designated portion thereof is substantially complete, the Architect/Engineer will issue a certificate of Substantial Completion which shall establish the date of Substantial Completion, establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion. Upon the issuance of the certificate of Substantial Completion, the Architect/Engineer will submit it to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such certificate for payment.

§ 11.6 FINAL COMPLETION AND PAYMENT

§ 11.6.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance, and upon receipt of a final application for payment, the Architect/Engineer will promptly make such inspection and, when the Architect/Engineer finds the Work acceptable under the Contract Documents and the

Contract fully performed, the Architect/Engineer will promptly issue a final certificate for payment stating that to the best of the Architect/Engineer's knowledge, information and belief, and on the basis of the Architect/Engineer's on-site visits and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in the final certificate for payment, is due and payable. The Architect/Engineer's final certificate for payment will constitute a further representation that the conditions stated in Section 11.6.2 as precedent to the Contractor being entitled to final payment have been fulfilled.

Upon completion of the Project, the Contractor shall provide the Owner with a final waiver of liens, transfer of title for all equipment incorporated into the Project, one (1) copy of the project daily log book, three (3) copies of the Operating and Maintenance Manuals in a 3 "D" ring binder, including; all warranty documentation, paint color schedule & samples, a light bulb schedule, CAD as-built drawings, Project contact directory, inspection and acceptance records, and Owners and Operators Manuals.

All such Project close-out deliverables shall conform to the requirements of **Schedule E** and any other reasonable requirements of Owner.

In the event that the Project includes the installation of new refrigeration appliance(s) or modification or removal of existing refrigeration appliance(s), the Contractor shall also provide a "Service Order Form" in the format included as **Schedule E-1** of this Agreement as a part of the close-out process.

Small tools, computers, and computer equipment billed to the Project shall be turned over to the Owner upon completion of the Work or upon termination of the Agreement.

Prior to making the final payment to the Contractor and after the issuance of a certificate of Substantial Completion, to ensure delivery of the items described in §14.5.1, the Owner shall retain ten percent (10%) from the payments due to the Contractor to ensure delivery of the close-out deliverables, plus an amount equal to the total estimated value of the outstanding "punch-list" items.

§ **11.6.2** Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Agreement or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees. Lien waivers shall be in the form attached hereto as **Schedule B**.

§ **11.6.3** The making of final payment shall constitute a waiver of the claims by the Owner, except those arising from:

11.6.3.1 Liens, claims, security interests or encumbrances arising out of the Contract and unsettled;

11.6.3.2 Failure of the Work to comply with the requirements of the Contract Documents; or

11.6.3.3 Terms of warranties required by the Contract Documents.

§ **11.6.4** 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.

§ 11.6.5 The Owner's final payment to the Contractor shall be made no later than thirty-five (35) days after the issuance of the Architect/Engineer's final certificate for payment.

ARTICLE 12 PROTECTION OF PERSONS AND PROPERTY

§ 12.1 SAFETY PRECAUTIONS AND PROGRAMS

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

- §12.1.1 Employees on the Work and other persons who may be affected thereby;
- §12.1.2 The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- §12.1.3 Other property at the Site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- §12.1.4 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of a properly qualified personnel.
- §12.1.5 The Contractor shall be responsible for hazardous material brought on to the Site in conjunction with the Work and releases at, onto or within the Site that occur in conjunction with the Work. Contractor shall notify the Owner and Architect/Engineer immediately in writing if hazardous materials are discovered.
- §12.1.6 The Contractor shall give notices and comply with all 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 employed by any of them, or by anyone for whose acts they may be liable for which the Contractor is responsible under Sections 12.1.2 and 12.1.3, except for damage or loss attributable to acts or omissions of the Owner or Architect/Engineer or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 6.13.
- §12.1.7 The Contractor shall designate a responsible member of the Contractor's organization at the Site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect/Engineer.
- §12.1.8 The Contractor shall not load or permit any part of the construction or Site to be loaded so as to endanger its safety.

- §12.1.9** The Contractor shall provide and maintain in good operating condition suitable and adequate fire protection equipment and services, and shall comply with all reasonable recommendations regarding fire protection made by the representatives of the fire insurance company carrying insurance on the Work or by the University's fire marshal, the local fire chief or fire marshal. The area within the Site limits shall be kept orderly and clean, and all combustible rubbish shall be promptly removed from the Site.
- §12.1.10** The Contractor shall at all times protect excavations, trenches, buildings and materials from rain water, ground water, back-up or leakage of sewers, drains and other piping, and from water of any other origin and shall remove promptly any accumulation of water. Contractor shall provide and operate all pumps, piping and other equipment necessary to this end.
- §12.1.11** The Contractor shall remove snow and ice which might result in damage or delay.
- §12.1.12** During the progress of the Work and at all times prior to the date of Substantial Completion or occupancy of the Work by the Owner, whichever is earlier, the Contractor shall provide temporary heat, ventilation and enclosure, adequate to prevent damage to completed Work or Work in progress, or to materials stored on the premises.
- §12.1.13** The Contractor shall take all precautions necessary to prevent loss or damage caused by vandalism, theft, burglary, pilferage, or unexplained disappearance of property of the Owner, whether or not forming part of the Work, located within those areas of the Project to which the Contractor has access. The Contractor shall have full responsibility for the security of such property of the Owner located in such areas that the Contractor controls and shall reimburse the Owner for any such loss, damage or injury, except such as may be directly caused by agents or employees of the Owner.
- §12.1.14** The Contractor shall be responsible for its own safety at the Site and the safety of the Contractor's employees. To the fullest extent permitted by law, the Contractor will indemnify and save harmless the Owner its trustees, officers, employees, and representatives ("Indemnitees") from and against any and all claims threatened or asserted for any damage or injury of any kind or nature whatsoever (including death) to the Contractor or its employees, which claims result from, arise out of, or occur in connection with the execution of the Project. The Contractor agrees to and does hereby assume on behalf of the Indemnitees the defense of any action at law or in equity which may be brought against the Indemnitees by reason of such claims, and will pay on behalf of the Indemnitees upon its demand, the amount of any judgment, settlement, or award that may be entered against the Indemnitees or any expense incurred by the Indemnitees for which the insurer of the Contractor does not admit coverage, including attorney's fees and Court costs. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which the Indemnitees would otherwise enjoy as a party to this Agreement.
- §12.1.15** To the fullest extent permitted by law, the Contractor will indemnify and save harmless the Indemnities from and against any and all claims threatened or asserted for any damage or injury of any kind or nature whatsoever (including death) to the students, faculty, staff, and visitors and other persons, which claims result from, arise out of, or occur in connection with the Contractor's Work on the Project. The Contractor agrees to and does hereby assume on behalf of the Indemnitees the defense of any action at law or in equity which may be brought against the Indemnitees by reason of such claims, and will pay on behalf of the Indemnitees upon its demand, the amount of any judgment, settlement, or award that may be entered against the Indemnitees or any expense incurred by the Indemnitees for which the insurer of the Contractor does not admit coverage, including attorney's fees and Court costs. Such obligation shall not be construed to

negate, abridge, or reduce other rights or obligations of indemnity which the Indemnitees would otherwise enjoy as a party to this Agreement.

§12.1.16 The Contractor agrees to include the indemnity requirements set forth in Sections 12.1.14 and 12.1.15 in all its subcontracts so as to protect the Owner from any claims or damages arising out of or caused by the subcontractor's Work on the Project.

§12.1.17 In the event of any incident affecting the safety of persons or property, the Contractor shall act, at its discretion, to prevent threatened damage, injury or loss and shall take all action requested by the Owner or Architect/Engineer. Contractor shall promptly and, if circumstances warrant, immediately notify the University's Project Manager for the Project of any incident affecting or potentially affecting the safety of persons or property at the Project Site. Any additional compensation or extension of time claims by the Contractor on account of any such incident Work shall be determined as provided in Article 3 for Changes in the Work, provided such emergency Work was not attributable to the fault or negligence of the Contractor.

In the event of any incident affecting the safety of persons or property, the Contractor shall notify the Project Manager within twenty four (24) hours; provided however that in the event of any death, fire, head injury, or paralysis, the Contractor shall notify the Project Manager within one (1) hour.

§12.1.18 The Contractor shall provide, upon request by Owner, a safety and/or logistics plan for the Project.

§ 12.2 HAZARDOUS MATERIALS

§ 12.2.1 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, encountered on the Site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and immediately report the condition to the Owner and Architect/Engineer 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 may be extended appropriately and the Contract Sum may be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay and start-up unless such additional costs result from the presence or release of such material or substance for which the Contractor is responsible hereunder. Any such adjustments shall be accomplished as provided in Article 10 of this Agreement.

§ 12.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect/Engineer, Architect/Engineer's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 12.2.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury sickness, disease or death, or to 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.

§ 12.2.3 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 cost and expense thereby incurred.

§ 12.2.4 Hazardous Material Procedures: If the Contractor becomes aware of the presence of asbestos or other hazardous materials, Contractor shall immediately notify the Owner and verbally and in writing and suspend its activities in the contaminated area.

ARTICLE 13 INSURANCE

§ 13.1 The Contractor shall purchase from and maintain with a company lawfully authorized to do business in the jurisdiction in which the Project is located, the insurance set forth in the attached **Schedule C**. Insurance certificates in a form acceptable to the Owner shall be filed with the Owner prior to commencement of the Work.

§ 13.2 OWNER'S LIABILITY INSURANCE

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

§ 13.3 PROPERTY INSURANCE

Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance on an "all-risk" policy form, including builder's risk, in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising total value for the entire Project at the Site on a replacement cost basis. The Owner shall select the deductible under the coverage and the Contractor shall bear the cost of the deductible for losses caused by it or persons acting by through or under it. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 11.6 or until no person or entity other than the Owner has insurable interest in the property required by this Section 13.3 to be covered, whichever is later. The insurance shall include interests of the Owner, the Contractor, Subcontractors and sub-subcontractors in the Project.

§ 13.4 WAIVERS OF SUBROGATION

§ 13.4.1 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/Engineer, Architect/Engineer's consultants, separate contractors described in Article 9, 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 Section 13.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require of the Architect/Engineer, Architect/Engineer's consultants, separate contractors described in Article 9, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated therein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 13.4.2 A loss insured under the Owner's property insurance shall be adjusted by the Owner and made payable to the Owner for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee 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 payment to their sub-subcontractors in similar manner.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect/Engineer or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect/Engineer's services and expenses made necessary thereby, shall be at the Contractor's expense and without adjustment of the Contract Time or the Contract Sum.

§ 14.2 In addition to the Contractor's obligations under Section 6.4, if, within one (1) year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 11.5.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The one (1) 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. This obligation under Section 14.2 shall survive acceptance of the Work under the Contract and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

§ 14.3 If the Contractor does not commence correction of such defective or nonconforming Work within five days after its receipt of the Owner's or Architect/Engineer's notice to correct such Work, the Owner may correct it in accordance with Section 5.3.

§ 14.4 Nothing contained in this Article 14 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one (1) year as described in Section 14.2. relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

ARTICLE 15 TERMINATION OF CONTRACT

§ 15.1 TERMINATION BY THE CONTRACTOR

§ 15.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of thirty (30) days through no act or fault of the Contractor or a Subcontractor, sub-subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor, for any of the following reasons:

15.1.1.1 Issuance of an order of a court or other public authority having jurisdiction;

- 15.1.1.2** An act of government, such as a declaration of national emergency, making material unavailable;
- 15.1.1.3** Because the Architect/Engineer has not issued a certificate for payment and has not notified the Contractor of the reason for withholding certification as provided in Section 11.3.1, or because the Owner has not made payment on a certificate for payment within the time stated in the Contract Documents;
- 15.1.1.4** If repeated suspensions, delays or interruptions by the Owner as described in Section 15.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less; or

§ 15.1.2 If one of the above reasons exists, the Contractor may give the Owner and the Architect/Engineer written notice of its intention to terminate the Contract and if, after seven (7) days of the receipt of such notice, the Work shall not have resumed, or the default of the Owner or the Architect/Engineer shall not have been cured, as the case may be, then the Contractor may 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 (not to exceed the Contractor's fee applicable to the Work then completed).

§ 15.1.3 If the Work is stopped for a period of sixty (60) days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may give the Owner and the Architect/Engineer written notice of its intention to terminate the Contract and if, after seven (7) days of the receipt of such notice, the Work shall not have resumed, or the default of the Owner or the Architect/Engineer shall not have been cured, as the case may be, then the Contractor may 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 (not to exceed the Contractor's fee applicable to the Work then completed).

§ 15.2 TERMINATION BY THE OWNER FOR CAUSE

§ 15.2.1 The Owner may terminate the Contract if the Contractor:

- 15.2.1.1** Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- 15.2.1.2** Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- 15.2.1.3** Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- 15.2.1.4** Fails to perform timely in accordance with schedule or to accelerate to make up time; or
- 15.2.1.5** Otherwise is guilty of material breach of a provision of the Contract Documents.

§ 15.2.2 When any of the above reasons exist, the Owner, upon certification by the Architect/Engineer that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of

the Owner and after giving the Contractor and the Contractor's surety, if any, seven (7) days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- 15.2.2.1** Take possession of the Site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- 15.2.2.2** Accept assignment of subcontracts pursuant to Section 16.1; and
- 15.2.2.3** Finish the Work by whatever reasonable method the Owner may deem expedient.

§ **15.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 15.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ **15.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect/Engineer's services and expenses 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 Owner, as the case may be, shall be certified by the Architect/Engineer, upon application, and this obligation for payment shall survive termination of the Contract.

§ **15.3 SUSPENSION BY THE OWNER FOR CONVENIENCE**

§ **15.3.1** The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ **15.3.2** An adjustment shall be made for increases in the cost of performance of the Contract, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:

- 15.3.2.1** That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- 15.3.2.2** That an equitable adjustment is made or denied under another provision of this Contract.

§ **15.3.3** Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

§ **15.4 TERMINATION BY THE OWNER FOR CONVENIENCE**

§ **15.4.1** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ **15.4.2** Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

- 15.4.2.1** cease operations as directed by the Owner in the notice;
- 15.4.2.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- 15.4.2.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 15.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and third-party direct costs incurred by reason of such termination. The Contractor shall use reasonable efforts to minimize any and all such costs incurred by reason of such termination.

ARTICLE 16 MISCELLANEOUS PROVISIONS

§ 16.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract without written consent of the other, except that each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

16.1.1 Assignment is effective only after termination of the Contract by the Owner and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor in writing; and

16.1.2 Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

§ 16.2 CONSTRUCTION

This Agreement shall not be construed against the party preparing it, and this Agreement shall be construed without regard to the identity of the party who prepared it and as if the parties hereto had jointly prepared this Agreement, and it shall be deemed their joint work product. Any uncertainty or ambiguity shall not be interpreted against any one party, and any rule of construction that a document is to be construed against the drafting party shall not be applicable.

§ 16.3 SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and all remaining provisions fully enforceable.

§ 16.4 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located, exclusive of its choice of law principles.

§ 16.5 TESTS AND INSPECTIONS

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction, shall be made at an appropriate time. Unless otherwise provided, the Owner shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect/Engineer timely notice of when and where tests and inspections are to be made so that the Architect/Engineer may be present for such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

§ 16.6 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:

- §16.6.1** Not later than the date of Substantial Completion for acts or failures to act occurring prior to the relevant date of Substantial Completion;
- §16.6.2** Not later than the date of issuance of the final certificate for payment for acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to the issuance of the final certificate for payment; and
- §16.6.3** 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 certificate for payment.

§ 16.7 OWNERSHIP AND USE OF ARCHITECT/ENGINEER'S DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

The Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect/Engineer and the Architect/Engineer's consultants are instruments of service through which the Work to be executed by the Contractor is described. The Contractor may retain one record set. Neither the Contractor nor any Subcontractor, sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect/Engineer or the Architect/Engineer's consultants, and unless otherwise indicated, the Architect/Engineer and the Architect/Engineer's consultants shall be deemed the authors of them and will retain all common law, statutory and other reserved rights, in addition to the copyrights, except where modified by agreement between the Owner and the Architect/Engineer. All copies of them, except the Contractor's record set, shall be returned or suitably accounted for to the Architect/Engineer, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect/Engineer and the Architect/Engineer's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect/Engineer and the Architect/Engineer's consultants. The Contractor, Subcontractors, sub-subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect/Engineer and the Architect/Engineer's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorization shall be the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect/Engineer and the Architect/Engineer's consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect/Engineer's or Architect/Engineer's consultants' copyright or other reserved rights. Except as provided in Section 6.11, the Architect/Engineer and the Owner shall be held harmless and indemnified for any unauthorized re-use of the Drawings, Specifications and other documents.

§ 16.8 E-BUILDER CONTRACT ADMINISTRATION

§ 16.8.1 Project management communications: The Contractor and Architect/Engineer shall use the web based project management communications tool, E-Builder® ASP software, and protocols included in that software (the "Software") during this Project, or such successor software tools as required by the University

for the purposes stated in this Section 16.8. The use of project management communications as herein described does not replace or change any contractual responsibilities of the participants.

§ 16.8.2 Training: Contractor shall require its Project personnel to attend and participate in Software training sessions provided by the University. Project personnel may not be given access to the Software without agreeing to a specified terms of use for the Software.

§ 16.8.3 Authorized users: All Project personnel of the Contractor shall, based on their roles, be given access and right to use the Software solely in accordance with the University's procedures relating to the Software to fulfill certain of Contractor's reporting, billing, and notice requirements under the Contract Documents, including, but not limited to the following:

- 16.8.3.1** Requests for information
- 16.8.3.2** Submittals review, including record numbering by Drawings and Specifications sections
- 16.8.3.3** Transmittals, including record of documents and materials delivered in hard copy
- 16.8.3.4** Meeting minutes
- 16.8.3.5** Review comments
- 16.8.3.6** Architect/Engineer field observation reports
- 16.8.3.7** Payment application review
- 16.8.3.8** Construction photographs
- 16.8.3.9** Drawings
- 16.8.3.10** Supplemental sketches
- 16.8.3.11** Schedules
- 16.8.3.12** Specifications
- 16.8.3.13** Punch list
- 16.8.3.14** Commissioning reports and corrective action logs
- 16.8.3.15** Inspection reports
- 16.8.3.16** Proposal request, proposed change and architectural supplemental instructions

§ 16.8.4 Record Keeping:

16.8.4.1 The Owner and its representatives, the Contractor and its representatives, the Architect/Engineer and its consultants, and the Contractor and its Subcontractors and suppliers at every tier shall respond to documents received in electronic form on the web site, and consider them as if received in paper document form.

16.8.4.2 The Owner and its representatives, the Contractor and its representatives, the Architect/Engineer and its consultants, and the Contractor and its Subcontractors and suppliers at every tier reserves the right to and shall reply or respond by transmissions in electronic form on the web site to documents actually received in paper document form.

16.8.4.3 The Owner and its representatives, the Contractor and its representatives, the Architect/Engineer and its consultants, and the Contractor and its Subcontractors and suppliers at every tier reserves the right to and shall copy any paper document into electronic form and make same available on the web site.

§ 16.9 CONFIDENTIAL INFORMATION

Contractor acknowledges that in connection with this Agreement and the Work performed by Contractor under this Agreement, the Owner may provide, and the Contractor may acquire and make use of, certain

confidential information of the Owner relating to the performance of the Work, which may include, but is not limited to, this Agreement, reports, methods of operation, trade secrets, training materials, policies, protocols, and procedures (administrative, research, and clinical), budgeting, staffing needs, databases, student-related information, faculty lists marketing research, equipment capabilities, fee schedules, and other proprietary, business, financial and other information connected with or related to the Owner that is not generally known to the public (collectively, "Confidential Information").

Except as otherwise required by applicable law, during the term of this Agreement and for a period of three (3) years thereafter, Contractor shall not use such Confidential Information except in connection with the performance of the Work, or divulge the Confidential Information to any third party, unless the Owner consents in writing to such use or divulgence or such disclosure is required by law. In the event the Contractor receives a request or demand from a third party for the disclosure of Confidential Information, Contractor shall promptly (within two (2) business days after receipt of such request or demand) provide written notice to the Owner of such request or demand, including a copy of any written document of such request or demand.

Contractor agrees to protect and safeguard from and against unauthorized access, use or disclosure the Confidential Information of the Owner in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care).

Upon expiration or termination of this Agreement, Contractor shall not take nor retain, without prior written consent from the Owner, any Confidential Information or copies thereof in any form or medium of any kind. Upon the expiration or termination of this Agreement or otherwise upon the request of the Owner, all Confidential Information received by Contractor shall be promptly returned to the Owner or, upon request of the Owner, destroyed with such destruction confirmed in a form reasonably satisfactory to Owner by Contractor. Without limiting other possible remedies for the breach of these covenants relating to Confidential Information, the parties agree that injunctive or other equitable relief shall be available to enforce any and all of these covenants, such relief to be without the necessity of posting a bond, cash or otherwise.

§ 16.10 WEATHER CONDITIONS

In the event of temporary suspension of Work, or during inclement weather, or whenever the Owner or the Architect/Engineer shall direct, the Contractor will, and will cause its Subcontractors to protect carefully its and their Work and materials against damage or injury from the weather. If, in the opinion of the Architect/Engineer any Work or materials shall have been damaged or injured by reason of negligence on the part of the Contractor or any of its Subcontractors so to protect its Work, such materials shall be removed and replaced at the expense of the Contractor.

§ 16.11 EQUAL EMPLOYMENT OPPORTUNITY

In connection with the Work, the Contractor will not discriminate against any employee or applicant for unemployment because of race, color, religion, sex, age, sexual preference, national origin or on the basis of being handicapped, but otherwise qualified individual. Further, the Contractor will not condone any form of sexual harassment defined as unwelcome sexual advances, requests for favors, and other verbal or physical conduct of a sexual nature as an explicit or implicit condition of employment, as the basis for employment decisions, or when such conduct interferes with an individual's Work performance by creating an intimidating, hostile, or offensive work environment. The Contractor will not discriminate against employees regarding upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training. The Contractor will

subject to all equal opportunity and affirmative action rules and regulations applicable to the Project at the time of this Agreement. The Contractor shall include these provisions in all subcontracts.

§ 16.12 COMPLIANCE WITH LABOR LAWS

The Contractor acknowledges that it is familiar with all provisions of the Contract Documents relative to equal employment opportunity, anti-discrimination, affirmative action requirements, with the Occupational Safety and Health Act, the Fair Labor Standards Act, the Davis-Bacon Act, the Contract Work Hours Safety Act and Executive Order 11246 of September 24, 1965, as amended and with all applicable state and local labor laws, shall comply with all such provisions, acts, orders, requirements and laws in the performance of the Work. The Contractor further agrees to insert this paragraph in all subcontracts and to require all subcontractors to incorporate this paragraph in all subcontracts. The Contract shall indemnify, defend with counsel acceptable to the Owner and hold harmless the Owner from all loss, liability and expenses of the Owner arising out of any violation by the Contractor or subcontractors of any of such provisions, acts, order, requirements and laws.

§ 16.13 MINORITY AND WOMAN OWNED AND SMALL LOCAL BUSINESS SUBCONTRACTING

The Contractor shall make good faith efforts to achieve combined subcontracting goals for this Contract of 12% of the total Contract value utilizing minority and women owned business enterprises, as well as small local business enterprises (“MBEs,” “WBEs,” and “SLBEs” respectively).

For the purposes of these participation goals, MBEs and WBEs shall be defined as companies with certified MBE and/or WBE status with the Commonwealth of Massachusetts’ Supplier Diversity Office’s “Directory of Certified Businesses” or with the Greater New England Minority Supplier Development Council.

SLBEs shall be defined as companies: (1) whose primary office is located within the City of Boston (as confirmed by ZIP Code), **and** (2) with fewer than 500 employees **and** less than \$14,000,000 in annual sales).

The Contractor may propose using M/W/SLBEs that do not hold the above certifications, provided that any such proposed M/WBE must provide a self-certification for the University’s review, and any such proposed SLBE must provide a self-certification regarding their annual sales, for the University’s review. The University may, in its sole discretion, accept such self-certification(s) and permit the Contractor to count such participation toward the Project goals.

The attached **Exhibit 6** is hereby made a part of this Agreement. The Contractor shall substantiate its M/W/SLBE participation schedule included on **Exhibit 6-1** by submitting a **Exhibit 6-2 or 6-3** with each of its Applications for Payment. The Owner may retain fifty percent (50%) of the Contractor’s total fee from future Applications for Payment until the Contractor provides the required documentation.

§ 16.14 The right possession of the premises and the improvements made thereon by the Contractor shall remain at all times with the Owner. The Contractor’s right to entry and use thereof arises solely from the permission granted by the Owner under the Contract Documents. The Contractor shall confine the Contractor’s apparatus, the storage of materials, and the operation of the Architect/Engineer and shall not unreasonably encumber the premises with the Contractor’s materials. The Owner shall not be liable to the Contractor, the subcontractors, their employees, or anyone else with respect to the conditions of the premises, except only for a condition caused directly and solely by the negligence of the Owner.

§ 16.15 In the event a suit or other proceeding is initiated by a third party against the Owner on account of any damages alleged to have been caused by the Contractor, the Owner shall notify the Contractor, who shall defend such proceedings at the Contractor's expense, and if any judgment or award against the Owner arises therefrom the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorneys' fees and court or mediation costs which the Owner has incurred to the extent such fees and costs are the result of Contractor's actions or failures to act.

§ 16.16 The Owner shall be liable only to the extent of its interest in the Project. The Owner, its Corporators, trustees, officers, agents, employees and students shall not be personally or individually liable with respect to this Contract or the Work. Each Subcontract shall include the foregoing limitation, which shall be effective if the Owner ever succeeds to the Contractor's rights and obligations under a subcontract.

§ 16.17 The Owner shall at all times be deemed the owner of all Drawings, documents and other Work produced by the Contractor which are stored electronically and that are intended for use in connection with the Project, and shall have an irrevocable and perpetual non-exclusive royalty free license to exercise all rights under the copyright laws of the United States, including but not limited to re-printing, distributing in print or electronic format any of the Work, which shall survive the termination of this Agreement.

§ 16.15 This Contract may be executed in two or more counterparts, and by each or either of the parties in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any counterpart executed using any electronic signature software or application shall be deemed an original executed instrument. Delivery by facsimile transmission or by electronic mail file attachment of any executed counterpart of this Agreement will be deemed the equivalent of the delivery of the original executed instrument.

§ 16.16 **Boston Campus Vehicular Access and Parking:** Attached as **Schedule H** is a map indicating where and when vehicular access is permitted on the Owner's Boston campus. For any work that requires vehicular access to red or yellow shaded areas of Schedule H the Contractor must request and obtain prior written approval from the Project Manager. Within the blue shaded areas of Schedule H, loading and unloading is permitted at any time without prior consent, but parking is not permitted. Contractor and its agents and employees shall comply with all of Owner's access and parking rules, regulations and instructions. For current Boston Campus parking information refer to the following url: <http://www.northeastern.edu/commutingservices/boston-campus-parking/guest-visitor-parking/>. Vehicles accessing or parking on the Owner's property in violation of this Section 16.16 may be towed without notice at the Contractor's or vehicle owner's expense. Any such expense shall not be compensable as a cost of Work under this Agreement.

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

NORTHEASTERN UNIVERSITY

Company

OWNER (*Signature*)

CONTRACTOR (*Signature*)

(*Printed name*)

(*Printed name*)

(Printed title)

(Printed title)

Date

Date

SAMPLE

Exhibit 6

**6-1: SCHEDULE FOR PARTICIPATION
BY MINORITY/ WOMEN/SMALL-LOCAL BUSINESS ENTERPRISES**

NU Project Number: _____

NU Project Name: _____

Bidder: _____

This Exhibit 6-1 must be submitted to Northeastern University within five (5) business days of the Bidder's receipt of its notice of bid award. Failure to submit within the required time may result in cancellation of the bid award.

BIDDER CERTIFICATION:

The Bidder agrees that if awarded the contract it will expend at least the amount of the contract set forth below for M/W/SLBE participation (attach additional sheets if necessary):

Company Name & Address	MBE WBE or SLBE	Scope(s) of Work	Supply or Labor	Total Dollar Value of Contract

M/W/SLBE Goal: \$ _____

Total Dollar Value of MBE Commitment: \$ _____ %

Total Dollar Value of WBE Commitment: \$ _____ %

Total Dollar Value of SLBE Commitment: \$ _____ %

If the Bidder was unable to achieve the project M/W/SLBE participation goals, provide the reasons, specifically including the names of all M/W/SLBEs the Bidder contacted prior to its bid submission and the dates of such contact. _____

The undersigned hereby certifies that he/she has read the terms and conditions of the contract with regard to M/W/SLBE participation and is authorized to bind the Bidder to the commitment set forth above.

Name of Firm _____

Business Address _____

Print Name _____

Authorized Signature _____

Title _____

Date _____

Exhibit 6
6-2: Minority/Women/Small Local Business Enterprise (M/W/SLBE)
Progress Payment Certification

PROGRESS REPORT & CERTIFICATION

Exhibit 6-2 must be submitted with each of the Contractor's Applications for Payment.
 The Contractor must use a separate Exhibit 6-2 for each M/W/SLBE with which it is subcontracting.

Payment Application No.: _____ Payment Application Date: _____ Period To: _____

NU Project No:		Subcontract Start Date:	
NU Project Name:		Subcontract Est. Date of Completion:	
General Contractor/ Construction Manager:		M/W/SLBE Contractor:	
General Contract Amount (adjusted):		M/WBE Cert. Date: SLBE ZIP Code:	

Contracting Details:

1. M/W/SLBE Subcontract Amt.: \$ _____
2. Amount Paid This Period: \$ _____
3. Total Amount Paid to Date: \$ _____
4. Balance Due to M/W/SLBE: \$ _____

Comments

CONTRACTOR CERTIFICATION: Under the pains and penalties of perjury I hereby certify that the information supplied herein is correct and complete. For contracts including labor, I hereby certify that the M/W/SLBE Contractor performed its work with its own employees and did not subcontract or assign its work to any other firm.

GENERAL CONTRACTOR/CONSTRUCTION MANAGER:

(Signature)

(Printed Name)

(Title)

(Date)

Exhibit 6
6-3: Minority/Women/Small Local Business Enterprise (M/W/SLBE)
Final Payment Certification

FINAL REPORT & CERTIFICATION

The Contractor must use a separate Exhibit 6-3 for each M/W/SLBE with which it is subcontracting.

Payment Application No.: _____ Payment Application Date: _____ Period To: _____

NU Project No:		Subcontract Start Date:	
NU Project Name:		Subcontract Est. Date of Completion:	
General Contractor/ Construction Manager:		M/W/SLBE Contractor:	
General Contract Amount (adjusted):		M/WBE Cert. Date: SLBE ZIP Code:	

Contracting Details:

1. M/W/SLBE Subcontract Amt.: \$ _____
2. Amount Paid This Period: \$ _____
3. Total Amount Paid to Date: \$ _____
4. Balance Due to M/W/SLBE: \$ _____

Comments

CONTRACTOR CERTIFICATION: Under the pains and penalties of perjury I hereby certify that the information supplied herein is correct and complete. For contracts including labor, I hereby certify that the M/W/SLBE Contractor performed its work with its own employees and did not subcontract or assign its work to any other firm.

GENERAL CONTRACTOR/CONSTRUCTION MANAGER:

(Signature)

(Printed Name)

(Title)

(Date)

Storage/Payment Procedures for Material Stored Offsite
and Not Yet Installed in the Work

The documentation requests are as follows:

1. Bill of Sale must include date, description, quantity, location and value of material stored-separate listing of all materials should be included.
2. Letter from vendor to Northeastern University detailing list of materials and obligations to Northeastern University upon receipt of payment.
3. Compile offsite storage certificate inspection certificate which would validate location of material stored and that materials have been properly tagged as the property of Northeastern University.
4. Inspection Certificate must name Northeastern University as additional insured. Certificate must include location, description, quantity and value of material.

In addition, someone from Northeastern University field staff may also be required to inspect the material listed by the vendors invoice to insure that the materials are designated for a specific project.

BILL OF SALE TO Northeastern University

From

KNOW ALL MEN BY THESE PRESENTS

That,

(hereinafter called the Seller), for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations to it in hand paid by

Northeastern University

(hereinafter call the Purchaser), receipt whereof is hereby acknowledged, does hereby sell, transfer and assign to the said Purchaser the goods and chattels described and located on the premises described in Schedule A listed on page 4 hereto, manufactured or in process for delivery on the

And in the event that nay of said goods and chattels are in process of manufacture, it is expressly intended to sell, transfer and convey the same in their completed state, as well as in the form and state they possess at the time of the execution of this instrument.

TO HAVE AND TO HOLD all and singular the said goods and chattels to the said Purchaser, its successors and assigns to their own use and behoof forever.

And the said Seller does hereby covenant with the said Purchaser that it is the lawful owner of said goods and chattels: that they are free from all liens and claims whatsoever, that it has good right to sell the same; that it will warrant and defend same against the claims and demands of all persons.

The undersigned will provide safe and proper storage for the said goods and chattels on its own premises or other premises as may be described in the said Schedule until such a time as said goods and chattels are delivered to the said job.

The undersigned will cause to be placed conspicuously and securely on the said described goods and chattels in its plant or warehouse or other place mentioned in said Schedule, as the case may be, a sign or signs which will show that the said described property is the property of the _____
Northeastern University

The undersigned will cause the said described property to be insured against fire, theft and all other hazards in at least the value of the goods and chattels described in Schedule A and the undersigned does hereby agree to indemnify and hold the Purchaser harmless by reason of the payment made to the undersigned for any loss, theft or destruction of the said described property or any part thereof, notwithstanding the payment made to the undersigned or the transfer of title to the property in this bill of sale. The policies of insurance provided for in this paragraph shall be for the benefit of _____

Northeastern University and shall be in form satisfactory to it, and the amount of such insurance shall be increased from time to time in proportion to the increase of value of said goods by any further process of manufacture.

The obligation for the performance of the Purchase Order between the undersigned and _____ Northeastern University _____

shall continue in full force and effect including but not limited to the obligation to deliver the said property pursuant to the terms of said contract.

IN WITNESS WHEREOF the said Seller has caused this instrument to be duly executed and signed this _____ day of _____, 20__.

Seller

By: _____
Official Title

FOR CORPORATION

STATE OF _____)

SS:

COUNTY OF _____)

On the _____ day of _____ in the year Two Thousand and _____ before me personally came _____ to me known, who being by me duly sworn, did depose and say:
That he resides in _____ that he is _____

(President or other office)

of the _____ Corporation

(Name of Corporation)

described in which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal, and that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Notary Public

FOR INDIVIDUAL

STATE OF _____)

SS:

COUNTY OF _____)

On the _____ day of _____ in the year Two Thousand and _____ before me personally came _____ known to me, and to me known to be the person described in and who executed the foregoing instrument, and be acknowledged that he executed that same.

Notary Public

SCHEDULE A

The full description of the material covered hereunder, including sizes, number, etc., together with place of location and part of premises where this material , is as follows;

SAMPLE

Vendor

Date:

(Name and Address of Vendor:)

Gentleman:

This will acknowledge receipt of _____ DOLLARS
Representing the cost of the described property.

(List Materials stored:)

We are handing you herewith Bill of Sale covering such described
Property.

In consideration of the payment of aforesaid sum in advance of the time
Provided for such payment by our Purchase Order dated _____
Supplied in connection with the work at _____ for
____ Northeastern University _____ we agree as follows:

1. We will deliver or cause to be delivered the said described property at the time required by you for the Work under the above-mentioned contract.
2. We will cause to be placed conspicuously and securely upon the said described property in our/your storage a sign or signs which will show that the said described property is the property of _____
Northeastern University
3. Our obligation for the performance of our Purchase Order with you continues in full force and effect and the obligation to deliver the above-described property as part of said contract shall likewise continue.

COMPANY _____

BY _____

TITLE _____

Northeastern University

OFFSITE STORAGE INSPECTION CERTIFICATION

The following items have been physically inspected and found to be marked and stored in a proper manner.

VENDOR _____

PURCHASE ORDER NUMBER: _____

BUSINESS ADDRESS: _____

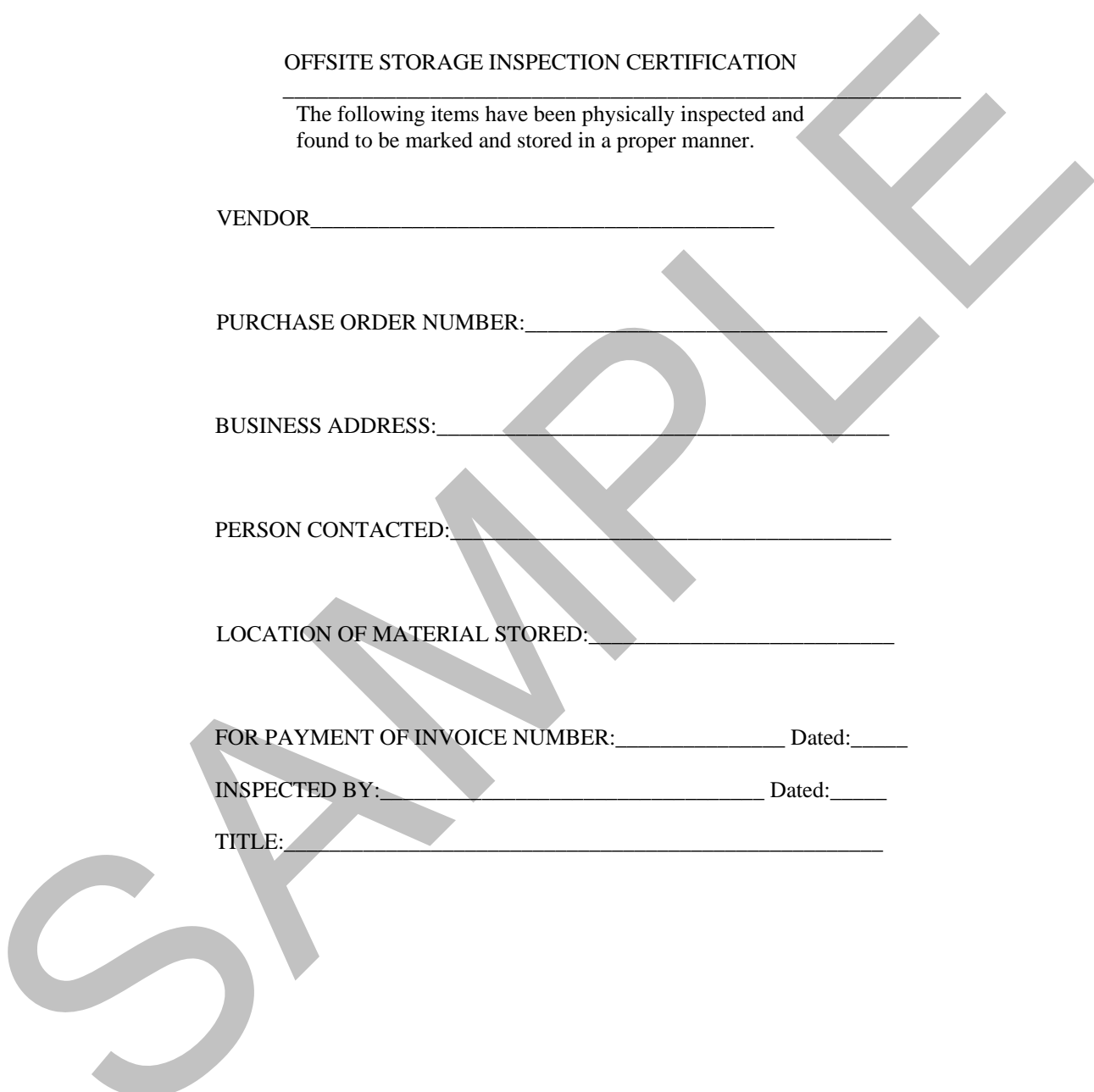
PERSON CONTACTED: _____

LOCATION OF MATERIAL STORED: _____

FOR PAYMENT OF INVOICE NUMBER: _____ Dated: _____

INSPECTED BY: _____ Dated: _____

TITLE: _____



WAIVER AND SUBORDINATION OF LIEN

COMMONWEALTH OF MASSACHUSETTS:
SUFFOLK COUNTY

DATE:
Application for Payment:

OWNER:

CONTRACTOR:

1.	Original Contract Amount:	\$	_____
2.	Approved Change Orders: #1 -#9	\$	_____
3.	Adjusted Contract Amount:	\$	_____ \$0.00
4.	Completed to Date:	\$	_____
5.	Less Retainage:	\$	_____
6.	Total Payable to Date: (line 4 less line 5)	\$	_____
7.	Less Previous Pay:	\$	_____
8.	Current Amount Due: (line 6 less line 7)	\$	_____ #VALUE!
9.	Pending Change Orders:	\$	_____ \$0.00
10.	Disputed Claims:	\$	_____ \$0.00

The undersigned Contractor who has a contract with _____ for furnishing labor or materials or both labor and materials or rental equipment, appliances or tools for the erection, alteration, repair, or removal of a building or structure or other improvement of real

property known and identified as _____ and related site improvements, located in Boston, Suffolk County, Commonwealth of Massachusetts and owned by _____, upon receipt of _____

in payment of an invoice/requisition/application for payment dated _____, does hereby:

- (a) waive any and all liens and right of lien on such real property for labor or materials, or both labor and materials, or rental equipment, appliances or tools, performed or furnished through the following date: _____ (payment period), except for retainage, unpaid, **\$0.00** agreed or pending change orders, and disputed claims as stated above; and
- (b) subordinate any and all liens and right of lien to secure payment for such unpaid, agreed or pending change orders and disputed claims, and such further labor or materials, or both labor and materials, or rental equipment, appliances or tools, except for retainage, performed or furnished at any time through the twenty-fifth day after the end of the above payment period, to the extent of the amount actually advanced by the above lender/mortgagee through such twenty-fifth day.

Signed under the penalties of perjury this _____ day of _____ .

Contractor: _____

Name: _____

Title: _____

COMMONWEALTH OF MASSACHUSETTS

_____, Suffolk, SS. _____ - _____ (date)

Then personally appeared the above named _____ and acknowledged the foregoing instrument to be his/her free act and deed, before me,

Notary Public

My Commission Expires:



Northeastern

TRADE CONTRACTOR CERTIFICATION INDEMNIFICATION AND WAIVER OF LIENS

[Note: To be used for subcontractors only. This document is not to be used for GC/CM]

Project: _____

The undersigned has a contract with _____ for furnishing labor or materials or both labor and materials or rental equipment, appliances or tools for the erection, alteration, repair or removal of a building or structure or other improvement of real property known and identified as _____ located in _____ (city or town), _____ County, Commonwealth of Massachusetts and owned by Northeastern University.

In connection with the submissions of all Applications for Payment previously submitted, the undersigned hereby:

1. _____ CERTIFIES to Northeastern University that all laborers and all trade contractors, material, men, services, machinery, equipment, insurance and supplies ("Work") to or through the undersigned on the above-captioned project have been duly paid for all said work on the _____ project and all related projects and further certifies that all taxes and bills of any other descriptive title in connection with the work finished for or through _____.
2. _____ WAIVES, relinquishes and dissolves all any and all liens and right of lien upon the property, real estate, buildings or improvements consisting of the above-captioned project or upon which any labor or materials, or both labor and materials, or rental equipment, appliances or tools, were performed or supplied as of the date the Previous Application for Payment, except as noted in paragraph 4 below.
3. _____ AGREES to indemnify and save/hold harmless Northeastern University, their successors and assigns, from all liens (including, without limitation, General Laws Chapter 254, Mechanics Liens and all Internal Revenue Service Liens), claims and demands, and all expenses incurred, including attorney's fees and costs of defense for or on account of or in any way arising out of claims for any work and any labor performed and material and equipment furnished to or through the undersigned up to the date of the previous Application for Payment for the above-captioned project, except as noted in paragraph 4 below.

4. _____ AGREES that this Indemnification and Waiver shall not include the following items for the amount listed:

Company	Amount

This certification, indemnification and waiver of liens is made by the undersigned for the purpose of inducing Northeastern University to make payment on _____ Project and all related projects or purchase orders.

SIGNED AND SEALED THIS _____ DAY OF _____, 20__.

By: _____ ITS: _____

COMMONWEALTH OF MASSACHUSETTS, SUFFOLK COUNTY,
_____, _____

The above _____ personally appeared before me _____ and took oath that he/she is the duly elected _____ of _____ that the certifications made in the above paragraphs of the foregoing instrument are true, that the foregoing is his/her free act and deed and that of said _____, and that he/she is duly authorized to execute, seal and deliver this instrument on behalf of _____.

Notary Public:

My Commission Expires: _____

Facilities Division
140 Cullinane Hall
360 Huntington Ave.
Boston, MA 02115
617.373.2700
f 617.373.8505

SCHEDULE C - NORTHEASTERN UNIVERSITY INSURANCE REQUIREMENTS

CERTIFICATE OF INSURANCE REQUIREMENTS

Minimum Insurance Coverages and Requirements

The Contractor, Architect, Engineer, or other Consultant (hereinafter the “Contractor”)/ shall obtain and maintain the minimum insurance coverages set forth below. By requiring such minimum insurance, Northeastern University shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under the contract of which this Schedule C is a part (hereinafter the “Contract”). Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The insurance coverages stated below do not replace any surety (performance, payment or maintenance) bonds as required by contract.

Coverages (The provisions shown in *italics* should be included when exposures warrant.)

1. Commercial General Liability – Coverage to include:
 - Premises and Operations
 - Explosion, Collapse and Underground Hazards
 - Personal/Advertising Injury
 - Products/Completed Operations
 - Liability assumed under an Insured Contract (including defense costs assumed under contract)
 - Broad Form Property Damage
 - Independent Contractors
 - Limited Pollution Liability Extension Endorsement ISO CG 2415 (10-01) or equivalent
 - Pollution Exclusion Limitation Endorsement – Overspray
 - Designated Construction Project(s) General Aggregate Limit, ISO CG 2503 (1997 Edition) or equivalent

2. Automobile Liability including all
 - Owned, Non-Owned & Hired Vehicles
 - Personal Injury Protection
 - If the contractor/vendor is transporting any hazardous materials, a Pollution Liability Broadened Coverage for Autos endorsement must be added to the Business Automobile Policy by ISO endorsement CA 9948 3/06 or its equivalent and MCS-90.

Required for contractors / vendors where they transport NU property, transport NU employees, students or invitees; or use of a vehicle is integral to the performance of the contract or if the vehicle will be used on NU premises.

3. Workers Compensation
 - Statutory Benefits (Coverage A) including applicable coverage such as USL&H or FELA as applicable to the project or work
 - Employers Liability (Coverage B)

4. Umbrella/Excess Liability: Contractor is required to have an Umbrella/Excess Liability policy that extends over the Contractor’s General Liability, Automobile Liability, and Employer’s/ Workers

Compensation Liability policies. Any Contractor that is required to maintain General Liability, Auto Liability, and Employers/Workers Compensation Liability insurance who does not meet the minimum University requirements for these coverages may elect to obtain an Umbrella or Excess policy in an amount that brings the overall limit to the indicated University minimum requirement for each coverage in lieu of increasing each underlying policy limit

5. Professional Liability (*including Design Build Errors & Omissions*) – Whenever the work under this contract includes Professional Liability, Contractor shall maintain professional liability covering wrongful acts, errors and/or omissions of (Contractor) for damage sustained by reason of or in the course of operations under this contract.
6. Valuable Papers and Records Insurance – This coverage is required if the Contract is a “Northeastern University Agreement Between Owner and Architect/Engineer” to cover restoration of plans, drawings, computations, field notes, and other data pertinent to this contract shall be carried in the amount of \$2,000,000
7. Contractors Pollution Liability – Northeastern University may require this coverage whenever work under this contract involves an environmental exposure. This coverage is to include sudden and gradual coverage for third-party liability including defense costs and completed operations.

SAMPLE

Limits Required

Contractor shall carry the following limits of liability:

COMMERCIAL GENERAL LIABILITY

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products/Completed Operations Aggregate | \$2,000,000 |
| • Each Occurrence Limit | \$1,000,000 |
| • Personal/Advertising Injury | \$1,000,000 |
| • Fire Damage (Any One Fire) | \$250,000 |
| • Medical Payments (Any One Person) | \$5,000 |

AUTOMOBILE LIABILITY:

- | | |
|--|--------------|
| • Bodily Injury/Property Damage (Combined Single Limit): | \$1,000,000 |
| • If the vehicle being used has a Gross Vehicle Weight Rating of Class 6-8 / US DOT rating of "Heavy Duty" (19,501+ lbs.): | \$2,000,000 |
| • For any vehicle being used can carry multiple persons (including driver): | |
| ○ 5 – 10 persons: | \$5,000,000 |
| ○ 10 - 20 persons: | \$10,000,000 |
| ○ 20 or more persons: | \$20,000,000 |

WORKERS COMPENSATION

- | | |
|-------------------------------------|-------------------------------|
| • Coverage A (Workers Compensation) | Statutory |
| • Coverage B (Employers Liability) | \$100,000/\$100,000/\$500,000 |

UMBRELLA LIABILITY

- | | |
|---|-------------|
| • Each Occurrence Limit | \$1,000,000 |
| • General Aggregate Limit | \$1,000,000 |
| • Products/Completed Operations Aggregate | \$1,000,000 |

Contracts for boiler/chiller installations, cleaning/janitorial, debris removal, hazardous materials removal, electrical work, elevator work, environmental remediation, exterior work (facades, roofs, concrete work), plumbers, roof tanks, and/or scaffolding, require the following Umbrella Liability limits:

- | | |
|---|-------------|
| • Each Occurrence Limit | \$5,000,000 |
| • General Aggregate Limit | \$5,000,000 |
| • Products/Completed Operations Aggregate | \$5,000,000 |

PROFESSIONAL LIABILITY (if required) - Aggregate

- | | |
|---|--------------|
| • Architect: Interior or Landscaping Design Services: | \$1,000,000 |
| • Architect: Structural Integrity Audits: | \$10,000,000 |
| • Architect: Building Structural Design: | \$10,000,000 |
| • Engineer: | \$1,000,000 |

CONTRACTORS POLLUTION LIABILITY (if required)

- Painting, cleaning, janitorial:
 - Per Loss: \$1,000,000
 - Aggregate: \$2,000,000

- Large-scale painting contracts (as identified/directed in writing by Owner); asbestos abatement
 - Per Loss: \$5,000,000
 - Aggregate: \$10,000,000

SAMPLE

GENERAL REQUIREMENTS FOR ALL INSURERS

Northeastern University requires that all insurers:

1. Be licensed or approved to do business within the Commonwealth of Massachusetts or within the state in which the project is to be performed.
2. Write required insurance on an occurrence basis, provided however that Professional Liability and Pollution Liability are acceptable written on a claims-made basis.
3. Write policies on a primary basis, non-contributory with any other insurance coverages and/or self-insurance carried by Northeastern University; include a Waiver of Subrogation Clause; and not be renewed, cancelled or materially changed or altered unless thirty (30) days advance written notice via certified mail is provided to Northeastern University.
4. Name Northeastern University and its Board of Trustees, officers and employees, agents and volunteers, as well as any third parties, if requested in writing by Northeastern University, as "Additional Insureds" on general liability, umbrella/excess liability, environmental liability and other policies as specified by the contract Using ISO Form CG 2010 10/01 and CG2037 10/01 or equivalent.

Further, all policies shall:

1. Required insurance coverages shall be maintained throughout the term of this contract, and any claims-made coverages shall be maintained for a period of six (6) years after the date of completion of the project.
2. Possess a minimum A.M. Best's Insurance Guide rating of A VII. A.M. Best rating is composed of two parts: the letter denotes the company's level (see chart below) and the Roman numeral denotes financial size.

Level	Category
A++	Superior
A+	Superior
A	Excellent
A-	Excellent
B++	Very Good
B+	Good
B-	Good
C++	Fair
C+	Fair
C	Marginal
C-	Marginal
D	Below minimum standards

3. Not have an aggregate impairment that would bring the coverage below the minimum required limits as stated above.

The level assigned to a company is an indicator of the company's ability to meet obligations over a long period of time. Financial Size is measured by Roman numerals ranging from Class I (the smallest) to Class XV (the largest). Financial size provides an indication of the amount of reserves or policyholders' surplus the company reported as liabilities. The amount of the policyholders' surplus determines the amount of insurance the company may prudently underwrite.

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 2 PAGES

TO OWNER: Northeastern University

PROJECT:

APPLICATION NO:

Distribution to:

FINAL APP (circle one)?

YES / NO

 OWNER ARCHITECT

PERIOD TO:

 CONTRACTOR

FROM CONTRACTOR:

VIA ARCHITECT:

NU PROJECT MANAGER:

NU PROJECT NO:

CONTRACT DATE:

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	\$0.00
2. Net change by Change Orders	\$	\$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	\$0.00
4A. TOTAL COMPLETED & STORED TO DATE (G-1 on G703)	\$	\$0.00
4B. STORED MATERIALS (F on G703)	\$	\$0.00
5. RETAINAGE:		
a. 10% % of Completed Work	\$	[ENTER VALUE FROM G703]
(Column D + E on G703)		
b. 10% % of Stored Material	\$	[ENTER VALUE FROM G703]
(Column F on G703)		
Total Retainage (per G703, in conformance with e-Builder)		
Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE	\$	0.00
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	
8. CURRENT PAYMENT DUE	\$	0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$	0.00
(Line 3 less Line 6)		

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

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

CONTRACTOR:

By: _____ Date: _____

State of: _____ County of: _____
Subscribed and sworn to before me this _____ day of _____

Notary Public:

My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

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

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO:
APPLICATION DATE:

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO:

Use Column I on Contracts where variable retainage for line items may apply.

NU PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C-1 SCHEDULED VALUE	C-2 CHANGE ORDERS (NET)	C-3 ADJUSTED CONTRACT SUM	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G-1 TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G-2 % Complete (G-1 ÷ C-3)	H BALANCE TO FINISH (C-3 - G-1)	I RETAINAGE MUST AGREE WITH RETAINAGE TO DATE ON E-BUILDER
					FROM PREVIOUS APPLICATIONS (D + E)	THIS PERIOD					
				\$0.00				\$0.00	#DIV/0!	\$0.00	
				\$0.00				\$0.00	#DIV/0!	\$0.00	
				\$0.00				\$0.00	#DIV/0!	\$0.00	
				\$0.00				\$0.00	#DIV/0!	\$0.00	
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				\$0.00				\$0.00	#DIV/0!	\$0.00	
				\$0.00				\$0.00	#DIV/0!	\$0.00	
GRAND TOTALS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity



Northeastern University

NORTHEASTERN UNIVERSITY REQUIREMENTS FOR CLOSEOUT DELIVERABLES STANDARDS FOR PRODUCTION AND FORMAT

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INTRODUCTION

This document is a resource for project managers, architects, engineers, and contractors working on Northeastern University construction and renovation projects. The purpose of this document is to convey the requirements for project closeout documentation, and provide standards for creating and delivering documentation at the close of Northeastern University projects. Section 1 outlines the required document types due at closeout, and sections 2 through 6 describe standards for the creation and delivery of project deliverables.

Acknowledged that Northeastern University construction and renovation project deliverables may vary depending on size and type of work. For instance, some projects may not produce drawings in any format, or require regulatory approvals. However, all architects, engineers, and contractors must submit applicable deliverables as described within this document.

These requirements ensure that Northeastern University receives an accurate record of final project work, and also promotes a standard for consistency that ensures the long-term value and accessibility of construction project deliverables. Architects, Engineers, and Contractors must deliver required documentation (where applicable), and adhere to the standards described herein. If received documentation does not comply with the following standards, final payment may be delayed until documents conform to requirements.

There are 4 checklist templates to assist with deliverable submissions. Templates A-C provide summary lists of deliverable types, and standards for format. Appendix D must be completed and submitted with project drawing sets.

These guidelines are in accordance with the latest version of *U.S. National CAD Standards* and the *AIA CAD Layer Guidelines*, and Northeastern University guidelines, *Guidelines for Capital Project Design & Implementation*, and *NU MEP Design Standards*.

DELIVERABLES

- ➔ Upload closeout to the appropriate folders in e-Builder, and/or deliver to the Northeastern University project manager.
- ➔ Complete and submit the Drawing Index (Appendix D) with all drawing sets.

1. Required Document Types

1.1. As-built and Record Drawings

1.1.1. Definitions:

- As-Built: Definition for as-built drawings may differ depending on organization, but Northeastern University defines as-built drawings as drawings that are prepared at the end

of a construction project by the contractor. These are drawings / plans that show the work, as actually installed.

- Record Drawings: Record drawings are prepared by the architect and reflect on-site changes the contractor noted in the as-built drawings. They are often compiled as a set of on-site changes made for the owner per owner/architect contract. (see contract *Northeastern University Agreement Between Owner and Architect / Engineer*)

1.1.2. Requirements

- All drawings should be stamped and signed showing actual construction; drawings shall not show alternatives or different options. Mark drawings as “as-built.”
- Submit each drawing separately as single sheet.
- Submit 3 sets of drawings in total, 1 set of CAD files, and 1 set of PDF files, and one set of TIFF files.

1.1.3. General Production

- Drawings will be reviewed upon submission, and if all required documentation is not received, and/or submitted per requirements, project will not closeout and final payment will be delayed until documentation is received and approved.
- The Project Architect / Engineer should work with the contractor regarding the project CAD drawings; either to utilize these CAD files to produce as-built drawings, or pay the contractor to produce the project as-built CAD files. (see contract *Northeastern University Agreement Between Owner and Architect / Engineer*, Section 1.5.16)
- For Northeastern University in-house designed projects, coordinate with the Northeastern University project manager to determine if Northeastern University will produce the CAD as-built and if so then what allowance will be given for this from the contractor.

➔ For more details, see Exhibit One titled *Record Document Field Data* from the *Northeastern University Agreement Between Owner and Architect / Engineer*

1.2. Operations and Maintenance Manuals (O&Ms)

1.2.1. Definition

An Operations and Maintenance Manual contains the information required for the operation, maintenance, decommissioning and demolition of a building.

1.2.2. Requirements

- O&M manuals should be organized in separate sections for each related equipment.
- Each manual must contain: title page, table of contents, product data supplemented by text and/or drawings; warranties, bond and service contract issued.
- All O&Ms should include phone lists of subcontractors, suppliers, manufacturers' and representatives.
- Include a description of each unit and related component parts, including name of manufacturer, model number, serial number, and equipment tag number.
- Provide manufacturer information, maintenance procedures, and servicing schedule(s).
- Submit O&Ms in both hardcopy and PDF formats.
- PDF version must be organized in the same manner as the hardcopy.

1.3. Warranties

- Include warranties in O&Ms, and/or submit as separate document(s).

1.4. Specifications

1.4.1. Definition

Specifications are defined as detailed written descriptions of materials, equipment, systems, and required workmanship and other qualitative information pertaining to the work.

1.4.2. Requirements

- If specifications are submitted as a book, organize specifications following the latest [Construction Specifications Institute \(CSI\)](#) format and indexing.
- If specifications are submitted as a drawing, follow sheet identification standards described in section 3.

1.5. Final Commissioning Report

- Submit Final Commissioning Report, if applicable, in PDF.

1.6. Regulatory Approvals

- ➔ For full list of possible regulatory approvals, see Appendix A
- Submit regulatory approvals, as applicable, in PDF.
 - o Asbestos / DEP Permits
 - o Building Permits
 - o Certificate of Inspection

- Assembly Permits
- Occupancy Permits

1.7. Land Survey

- If a land survey was done, submit in TIFF and PDF formats.

1.8. Environmental Reports

- If soil or other environmental reports were done, submit all geotechnical reports in TIFF and PDF format.

CAD DRAWINGS

2. File Format Preparation

2.1. Version

- AutoCAD™ versions 2004 or higher are acceptable file formats for as-built project drawings. All drawings prepared for Northeastern University must be submitted in .dwg format.

2.2. General Production

- CAD files containing multiple drawing sheets must be broken down into separate drawings containing single sheets.
- All CAD drawings shall be purged of empty, unused, or non-essential drawing data prior to submittal. This includes all unused layers, linetypes, blocks, fonts and entities.
- All CAD drawing models should be drafted at full scale in architectural units, such that one drawing unit equals one inch.

2.3. Title Block Requirements

- Electronic drawing files must contain only one drawing and one title block per file.
- Title block information must include the following information:
 - A/E/C – consultant responsible for producing the drawings should be clearly identified.
 - Project Name - assigned by Northeastern University
 - Project Number – assigned by Northeastern University
 - Building – name of the building as per Northeastern University naming convention

2.4. Sheet Identification Requirements

- Drawing Title – describes the drawing content
- Sheet identification – follow the Sheet Identification Requirements in section 3
- Date – date of the drawing at final revision, as-built
- North Arrow showing orientation of drawing

2.5. Fonts and Text Styles

- Use only native CAD fonts, linetypes, and hatch patterns.
- Do not use custom fonts, linetypes, and hatch patterns, including any provided by 3rd party.
- Only use TrueType fonts such as Arial, Courier New, Times New Roman.
- Postscript fonts shall not be used.

2.6. External Reference Files (XREFs)

- Northeastern University will not accept CAD drawing submissions that reference external reference files (XREFS).
- All XREFS must be “bound” to the final drawing

2.7. Model and Paper Space Guidelines

- Place title blocks, schedules and general notes at full-scale in paper space whenever possible.
- Label scaled viewports with the appropriate scale in model space.
- Do not place or draw model-related blocks, tags and objects in paper space.
- Draw all model space objects at full scale.
- Scale objects using paper space viewports – zoom viewports to the appropriate scale.

2.8. Use Disclaimer Requirement

- All final as-built drawings / plans must include the following disclaimer:
“Warning: This document may contain sensitive and/or proprietary information and therefore must be treated as a confidential document. Acceptance of this document constitutes an agreement that this document and the information contained herein shall be maintained and transmitted in a confidential manner. No part of this document shall be reproduced, released or distributed without the express written permission of Northeastern University and any distribution to non-Northeastern University entities or persons must be subject to a written confidentiality agreement.”

2.9. Layering

2.9.1. General Layering Guidelines

- Use only the latest version of *US National CAD Standard* layer names.
- Use the minimum number of layers necessary to adequately separate entities in each drawing, and should not contain extraneous, redundant, or overly detailed layer names.
- Purge each drawing of unused layers prior to submittal. The drawing file should contain only those layers necessary for displaying and plotting the information and drawing entities contained in each drawing. To ensure that subsequent prints made from each CAD drawing match the original, unused or unnecessary layers must be purged from the drawing prior to delivery.
- The layer name format is organized as a hierarchy. This hierarchical structure allows for detailed levels of description as desired. Layer names consist of distinct data fields separated from one another by dashes.

2.9.2. Entity Properties

- Entity colors must be defined by layer, not by entity.
- Blocks must be created on layer 0 (zero).
- All attributes must be created on layer 0 (zero).

2.10. Layer Name Format

- Northeastern University follows a naming schema that is organized as a hierarchy. Layer names are defined using characters identifying disciplines, major and minor groups, and modifiers.

AI	-	WALL	-	FULL	-	DIMS	-	N
Discipline Designator(s)		Major Group		Minor Group		Minor Group		Status

- **Discipline Designator** indicates the category of subject matter contained on the specified layer or file name. The Discipline Designator is a one or two-character field. The first character is the discipline character, and the second character is an optional modifier.

1 LEVEL DISCIPLINE DESIGNATORS			
G	General	P	Plumbing
H	Hazardous Materials	D	Process
V	Survey / Mapping	M	Mechanical
B	Geotechnical	E	Electrical
C	Civil	W	Distributed Energy

L	Landscape	T	Telecommunications
S	Structural	R	Resource
A	Architectural	X	Other Disciplines
I	Interiors	Z	Contract / Shop Drawings
Q	Equipment	O	Operations
F	Fire Protection		

The optional second character is used to further define the discipline character. For example, *AI-WALL Architectural Interior, Wall*

For a complete list of 2 level Discipline Designators, refer to the latest version *US National CAD Standards*.

- **Major Group** is a four-character field that identifies a major building system. Major Group field codes are logically grouped with discipline designators. However, any Major Group may be used with prescribed Discipline Designator. For example, *A-Wall or I-Wall*.

For complete list of Major Groups, refer to the latest version of *US National CAD Standards*.

- **Minor Group** is a four-character field used to further define the Major Group. For example, *A-WALL-FULL Architectural, Wall, Full*

For complete list of Minor Groups, refer to the latest version of *US National CAD Standards*.

- **Status** field is an optional single-character field that identifies the data contained on the layer according to the status or construction phase of the work. Since drawings submitted at closeout are as-built, this field should be used to distinguish new construction from existing or phases of work that must be differentiated. For example, *A-WALL-FULL-N Architectural, Wall, Full, New Work*

STATUS FIELD CODES	
A	Abandoned
D	Existing to demolish
E	Existing to remain
F	Future work
M	Items to be moved
N	New work
T	Temporary work
X	Not in contract
1-9	Phase numbers

2.11. Drawing View Layer Names

- **DETL**, **ELEV**, and **SECT** are specialized codes used for layers that are organized primarily by drawing type, rather than by major building system. These field codes may also be used as Minor Group field codes to modify a major building system.

indicate discipline and optional modifier

LAYER NAME	DESCRIPTION
<input type="checkbox"/> -SECT-MCUT	material cut by section
<input type="checkbox"/> -DETL-MBND	material beyond cut
<input type="checkbox"/> -DETL-PATT	textures and hatch patterns
<input type="checkbox"/> -ELEV-IDEN	component identification numbers
<input type="checkbox"/> -ELEV-OTLN	outline of object drawn

2.12. Annotation Layer

- Annotation consists of text, dimensions, notes, sheet borders, detail references and other elements on CAD drawings that do not represent physical aspects of a building. Use of the Major Group ANNO allows all annotation to be placed in a defined group of layers.

The Layer Names shown below provide examples for the use of Minor Group field codes for annotation.

indicate discipline and optional modifier

LAYER NAME	DESCRIPTION
<input type="checkbox"/> -ANNO	Annotation
<input type="checkbox"/> -ANNO-DIMS	Dimensions
<input type="checkbox"/> -ANNO-IDEN	Identification tags
<input type="checkbox"/> -ANNO-KEYN	Keynotes
<input type="checkbox"/> -ANNO-LABL	Labels
<input type="checkbox"/> -ANNO-LEGN	Legends, symbol keys
<input type="checkbox"/> -ANNO-MARK	Markers, break marks, leaders
<input type="checkbox"/> -ANNO-NOTE	Notes
<input type="checkbox"/> -ANNO-REVC	Revision clouds
<input type="checkbox"/> -ANNO-REVS	Revisions
<input type="checkbox"/> -ANNO-SCHD	Schedules
<input type="checkbox"/> -ANNO-SYMB	Reference symbols
<input type="checkbox"/> -ANNO-TEXT	Text
<input type="checkbox"/> -ANNO-TABL	Data tables
<input type="checkbox"/> -ANNO-TITL	Drawing or detail titles
<input type="checkbox"/> -ANNO-TTLB	Border and title block

SHEET IDENTIFICATION

3. General Requirements

- Each sheet must have a corresponding image and .dwg file. **The sheet and the digital files must all follow the same naming convention.**

3.2 Sheet Identification

- The sheet identification format contains four alphanumeric characters in a specific sequence. The sheet identifier consists of three components: the discipline designator, the sheet type designator, and the sheet sequence number.

Example SF-302

A	A		N	N	N
S	F	-	3	0	2
Discipline Designator(s)			Sheet Type Designator	Sheet Sequence Number(s)	

- The **Discipline Designator** indicates the category of subject matter contained on the specified layer or file name. The Discipline Designator is an alpha one or two-character field. The first character is the discipline character, and the second character is an optional modifier. See section 2.2 for list.
- The **Sheet Type Designator** is a single numerical character that identifies the sheet type. All sheet types may apply to all discipline designators. It is not necessary to use all the sheet types for a project or within a discipline.

SHEET TYPE DESIGNATORS	
0	General (symbols legend, notes, etc.)
1	Plans (horizontal views and combination Plan & Profile)
2	Elevations and Profiles (vertical views)
3	Sections (sectional views, wall sections)
4	Large-Scale Views (Scaled up reproductions of plans, elevations, Δ or sections that are not details)
5	Details
6	Schedules and Diagrams
7	User Defined (for types that do not fall in other categories, including typical detail sheets)
8	User Defined (for types that do not fall in other categories)
9	3D Representations (isometrics, perspectives, photographs)

- The **Sheet Sequence Number** is a two-digit number that identifies each sheet in a series of the same discipline and sheet type. Sequence numbering starts with 01; sheet number 00 is not permitted. The first sheet of each series is numbered 01, followed by 02 through 99.

IMAGE FILE CREATION

4. Overview

- All image files must match in scale and content so that CAD = PDF = TIFF
- Ensure the drawings adhere to the guidelines presented in this document, including:
 - o Title Block Requirements in section 2.3
 - o Sheet Identification Requirements in section 2.4
 - o Use Disclaimer Requirement in section 2.8
- Include a drawing index (see appendix D) containing filenames and sheet numbers for each submittal. This ensures the completeness of the drawing set and assists in archival procedures.
- Name each file with the following convention: the sheet number first, followed by the title of the drawing. (Example: A-1 First Floor Plan)

4.1. TIFF Image Creation Requirements

- Produce TIFFs using LZW lossless data compression. This ensures that the original data of each image will be perfectly reconstructed.
- **Resolution:** Create TIFF images using a resolution of 300ppi at original size. Ideally a 24x36 drawing should have a pixel ratio of 7200 x 10800.
- **Bit depth:** Use 8-bit depth for color and grayscale TIFF images.

4.2. TIFF Image Creation

- **Create a TIFF from CAD**, AUTODESK® AUTOCAD® recommends:
 - o At the Command prompt, enter TIFFOUT.
 - o In the Create Raster File dialog box, select a folder and enter a file name. Click Save.
 - o The *.Tiff* extension is appended to the file name.
 - o Select the objects you want to save.
- **Create a TIFF from PDF**
 - o Click on File > Export to... > Image > TIFF
 - o Save as TIFF

BUILDING INFORMATION MODEL (BIM) STANDARDS

5. Overview

Northeastern University does not prescribe a project execution plan for BIM, however, if models are produced for a Northeastern University project, it should be submitted at project closeout with other deliverables. BIM standards continue to evolve, and while no one standard can be applied to all types of projects, there are basic standards to ensure consistency of project deliverables.

5.1. Guidelines

- Submit all BIM models as Revit file format.
- The *U.S. National CAD Standards-V6* recommends the following:
 - o All model files within a project should share the same coordinate system.
 - o All model files within a project should share coordinated units and unit tolerance.
 - o All model files within a project should share the same basic level names and vertical reference datum.
 - o Model(s) should be free of any unused or unnecessary views, links, references, or temporary content. All links or references should maintain portability and reusability (i.e. use relative paths and avoid embedding or binding content).
 - o Model(s) should be free of any erroneous and/or duplicate geometry that cause errors in quantities (i.e. two identical chairs placed in the exact same location in the model may appear fine but will be an error in quantities). This also applies to content in aggregate where quantities should not be duplicated when derived from a collection of models that represent the building.
 - o Model(s) should be free of excessive warnings or errors identified by the BIM software. Exceptions should be documented and distributed with model(s).
 - o One composite model per building should be provided. Separate model files (i.e. discipline specific or separated by level, etc.) are insufficient when BIM is a deliverable. A holistic composite model is necessary even if the composite model is only used as a container for links and/or references (i.e. a means of packaging all related files for delivery).
 - o Contract (Construction) Documents should be derived from the model(s). Avoid drafting 2D lines for modeled data but rather use 2D linework to embellish the model when necessary to convey intent. Sections and Details and other enlarged and more detailed views should utilize model content to the greatest extent possible.

SUBMITTING ELECTRONIC PROJECT DELIVERABLES

6. Uploading Files to e-Builder Folders (preferred method)

- **All electronic drawing files must be accompanied with a drawing index (Appendix D).**
- Northeastern University utilizes the project management system, “e-Builder,” to deliver capital projects for Northeastern University clients and its use is required of all vendors that provide services for capital projects.

Electronic project deliverables are to be uploaded into e-Builder as follows:

- Upload files into Documents > 07 Construction Closeout folder
 - o Upload drawings into Documents > 07 Construction Closeout > 01 As-Builts folder
 - o Upload Certificate(s) of Occupancy into Documents > 07 Construction Closeout > 02 Certificate of Occupancy folder
 - o Upload specifications, final commissioning report, certificate of inspection(s), land surveys, and geotechnical reports into the Documents > 07 Construction Closeout > 03 Close-Out Documents.
 - o Upload O&Ms into Documents > 07 Construction Closeout > 04 Operating Manuals folder.
 - o If warranties are not included in the O&M manual, upload warranties into the Documents > 07 Construction Closeout > 05 Warranties folder.
- Permits may be uploaded into Documents > 06 Construction > 06 Permits.

6.1. Other Methods for Submitting Files

- **All electronic drawing files must be accompanied with a drawing index (Appendix D).**
- Project closeout electronic files may be emailed to [FacilitiesArchive@Northeastern University.edu](mailto:FacilitiesArchive@NortheasternUniversity.edu)
- Project closeout electronic files may be loaded onto portable storage device and delivered to Northeastern University project manager.

APPENDICES

- A. Regulatory Approvals Checklist
- B. Deliverables Checklist
- C. Quality Assurance Checklist
- D. Drawing Index

SAMPLE

A. REGULATORY APPROVAL CHECKLIST

Boston Redevelopment Authority – BRA

- Letter of Intent
- Project Notification
- Boston Zoning Commission Approval
- Boston Civic Design Commission Approval
- BRA Board Approval
- Cooperation Agreement
- Certificate of Compliance for ISD
- Certificate of Consistency for ISD
- Project Impact Report
- Article 32 Groundwater Conservation

Boston Transportation Department – BTM

- Transportation Access Plan Agreement (TAPA)

Mass Environment Protection Agency - Mass DEP- Chapter 91 Waterfront

- Application
- Permit

Mass Historical Commission – MHC

- Design Review/ Letter of Approval

Mass Architectural Access Board – MAAB

- Variance documents

B. DELIVERABLES CHECKLIST

REQUIRED DOCUMENTS

- As-built drawings
 - PDF
 - CAD
 - TIFF
- Operations and Maintenance Manuals (O&Ms)
 - PDF
 - Hardcopy
- Warranties
 - PDF
- Specifications
 - PDF – as book
 - TIFF, PDF, CAD – as drawing
- Final Commissioning Report, as applicable
 - PDF
- Regulatory Approvals, all as applicable
 - PDF
- Land Survey, as applicable
 - TIFF, PDF
- Environmental Reports, as applicable
 - PDF – as document
 - TIFF, PDF – as drawing

B. QUALITY ASSURANCE CHECKLIST

ARCHITECTURAL DRAWINGS

- Format / Production Requirements [section 4]
- Title Block Requirements [section 2.3.]
- Sheet Identification Requirements [section 2.4.]
- Use Disclaimer Requirement [2.8.]

CAD PRODUCTION

- Multiple drawing sheets broken into separate drawings [section 2.2.]
- Fonts and Text Styles [section 2.5.]
- External Reference Files (XREFS) [section 2.6.]
- Model Space and Paper Requirements [section 2.7]
- Layering [section 2.9.]

SUBMITTING ELECTRONIC PROJECT DELIVERABLES

- e-Builder [section 6]

C. DRAWING INDEX TEMPLATE

Drawing Index Template is located in e-Builder:

Documents \ PM Toolkit \ 07 Close Out \ 01 Documents \ Project Closeout Drawing Index Template

To have a template emailed to you, email facilitiesarchive@notheastern.edu

NU Project Name						
NU Project Number						
Firm						
				Check (X) all formats delivered		
Item #	Sheet #	Drawing Title	E-File Name	PDF	TIFF	DWG
<i>1 of 35</i>	<i>A-1</i>	<i>Floor Plan</i>	<i>A-1 Floor Plan</i>	<i>x</i>	<i>x</i>	<i>x</i>
NU Project Name: Name of the project consistent with name assigned in e-Builder						
NU Project Number: e-Builder number assigned to project						
Firm: Name of your business / organization						
Item #: Itemized total number of drawings in set, example, <i>2 of 40</i> , or <i>7 of 10</i>						
Sheet #: the sheet identification number on the drawing, example, <i>A-1</i> or <i>MD-09</i>						
Drawing Title: the description of drawing given as title, example, <i>Floor Plan</i> or <i>Wall Sections</i>						
E-File Name: the title given to the file of corresponding drawing, example, <i>A-1 Floor Plan</i>						
Formats: check (x) all formats that are being submitted						

CONTRACTOR REQUIREMENTS

Refrigeration contractors hired by Northeastern University shall provide documentation that their technicians have been trained and certified through an EPA approved program as mandated in 40 CFR 82.161. The certification must be appropriate to the type of equipment they will maintain, service, or repair.

New Appliance Installation

Contractors hired to install a new refrigeration appliance shall provide Northeastern with the following information about the appliance:

- Total volume of the refrigerant system
- The refrigerant used to charge the system
- The amount of refrigerant used to charge the system

In addition the contractor shall attach a boilerplate or other method of permanent tagging to the appliance that records its total refrigerant capacity as well as the amount of refrigerant used to initially charge the system.

Existing Appliance Service

Contractors hired to maintain, service, or repair an appliance shall provide Northeastern with the amount and type of refrigerant added to or recovered from the appliance.

Service Contractors (contracted by the Facility Services):

- Must comply with EPA Section 608 National Recycling and Emission Reduction Program regulations
- Must keep servicing records documenting the type of service, the date of service, and the quantity of refrigerant added or removed on every appliance that is maintained and serviced by the service contractor for Northeastern University. Such documents must be maintained for a minimum of three years from the date of service performed
- Must submit to the HVAC Supervisor an original SERVICE ORDER FORM (Rider 2-A) completed, signed and dated by the technician performing the task for every service performed. Failure to submit this form will delay project completion and will delay project payment.
- All information on the SERVICE ORDER FORM (Rider 2-A) must be filled completely.
- A Recycling Report must be filled out every time the recovery equipment or recycling equipment is used and must submit a copy to HVAC Supervisor.
- All documents (except the SERVICE ORDER FORM) submitted by the service contractor must be dated and signed by a responsible officer and will be responsible and liable for the information provided.
- When performing service on Northeastern University contract, service contractor technicians must have their "certification cards" at all times
- SERVICE ORDER FORM must be submitted within two working days of final completion. This pertains to all refrigerant projects on campus. Northeastern University requires that both under 50 lbs and over 50 lbs must be documented.
- Upon completion of any refrigerant service order work, the technician must give all completed documents to HVAC Supervisor in person.

Payments on invoices received will be authorized by the HVAC Supervisor only after the above documentation and the project has been completed and approved to his satisfaction.

Service Order Form

Print information clearly

DATE _____

SERVICED BY: _____

Company: _____

FACILITY: _____

EQUIPMENT NO: _____

Building/Location: _____

Manufacturer: _____

Model: _____

Serial #: _____

Volts/PH/Hz: _____

Charge: _____ lbs _____ oz

Refrigerant Type: _____

Lubricant: _____

Duty Type: _____

Capacity (BTU's/tons): _____

Installed Date: _____ by: _____

Disposal Date: _____ by: _____

Appliance Notes:

Upgrade Notes:

Technician Signature: _____

Certification # _____
 (circle one)

Certification Level I II III IV

COMPLIANCE SHEET:
 (Circle appropriate Service)

New Installation

Unit Relocation

Unit Being Removed/Discarded

Servicing Equipment

REFRIGERANT:

ADD REMOVE

Quantity _____ lbs _____ oz _____ lbs _____ oz

Condition:

New

Recovered Recovered

Reclaimed

Recycled

Cylinder ID: _____

Recover/Recycle Unit: _____

VENTING:

Unintentional Vent _____ lbs _____ oz

or 'De minimis OK

Notes:

Leaks:

Leak Tested Leak Found

Leak Isolated Leak Repaired

Notes

Other:

Vacuum: _____ inches Meets EPA req's

Check Charge Minor Maintenance

Dispose of Unit Major Maintenance

Remove from Service Upgrades Installed



Northeastern University

Facilities Division

CONSTRUCTION WASTE MANAGEMENT MONTHLY PROJECT PROGRESS REPORT

NU Project Number:

Contractor:

NU Project Title:

Subcontractor:

Project Address:

Month/Year:

Container or ticket number	Haul Date	Total Tonnage (sum of concrete, metal, wood, other and residual)	Concrete Tonnage (diverted)	Metal Tonnage (diverted)	Wood Tonnage (diverted)	Gypsum Tonnage (diverted)	Paper and Card-board Products Tonnage (diverted)	Total Diverted Tonnage	Residual or Trash Tonnage or ADC	% Recycled/ Diverted Material	Name and location material was sent to. (If Other Recycled Material please also include description of material (IE Clean Green, Drywall, Glass, Etc.)	Comments. If landfilled, please explain why material was not diverted. If large amount appears as "Other" please explain contents.
TOTALS		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	#DIV/0!		

CONCRETE	
METAL	
WOOD	
GYPSUM	
PAPER/CARDBOARD	
SUBTOTAL DIVERTED	
RESIDUAL/TRASH	
SUBTOTAL	0.00
% of Recycled Material	#DIV/0!



Northeastern

To: All Facilities Division Contractors and Vendors

From: Nancy May, Vice President
Facilities Division

A handwritten signature in black ink, appearing to read "Nancy May".

Date: July 31, 2013

Re: **Smoke-Free Campus Policy**

Northeastern University strives to provide a safe and healthy environment in which to teach, learn, research, live, and work. The University has concluded that a smoke-free campus is consistent with the University's mission and purpose; will promote individual and community health; and will recognize employees' right to work in a smoke-free workplace.

Office of the Vice President
Facilities Division

140 Cullinane Hall
360 Huntington Avenue
Boston, MA 02115

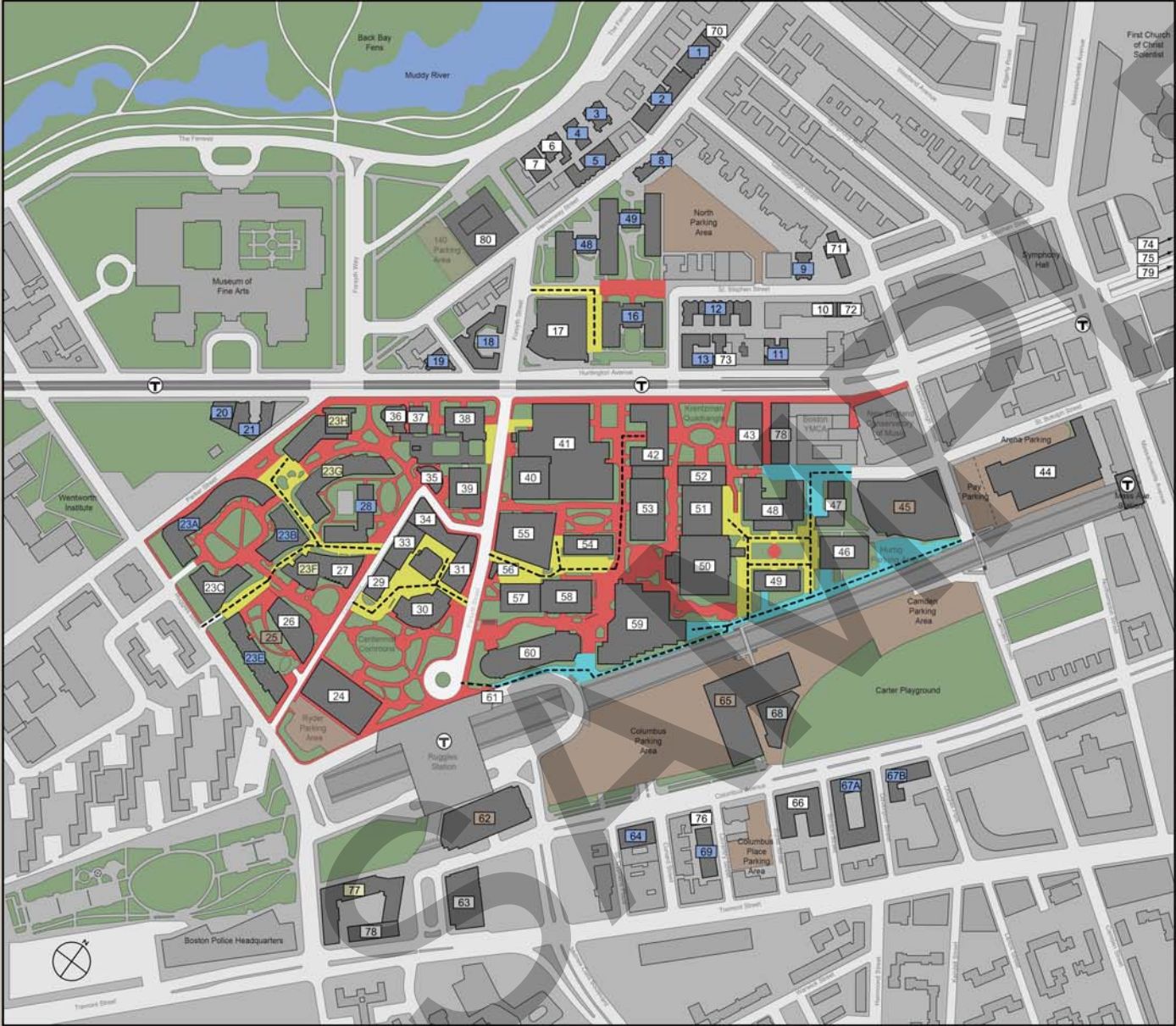
617-373-2700
f 617-373-5700

Effective August 12, 2013

Smoking of any tobacco products is prohibited at Northeastern University, consistent with applicable law.

This policy applies to all persons, including *vendors* and visitors, anywhere on University property and in buildings and facilities on all campuses, including parking lots, green spaces, and pedestrian walkways.

Please be sure to notify all employees who may be working on any NU owned and/or operated location that this policy will be enforced and not complying with the policy could result in immediate dismissal from campus.



Northeastern

Academic and Service Building

- 66 Alumni Center at Columbus Place (CP)
- 61 Architecture Studio (RG)
- 70 Asian-American Center (AC)
- 68 Badger-Rosen Squash Busters Center (SB)
- 40 Barletta Natatorium (BN)
- 26 Behrakis Health Sciences Center (BK)
- 74 101 Belvidere (BV)
- 51 Blackman Auditorium (AUDL)
- 41 Cabot Physical Education Center (CB)
- 7 Cahners Hall (CA)
- 36 Cargill Hall (CG)
- 72 Catholic Center (CC)
- 54 Churchill Hall (CH)
- 66 Columbus Place and Alumni Center (CP)
- 47 Cullinane Hall (CN)
- 50 Curry Student Center (CSC)
- 6 Cusing Hall (CU)
- 57 Dana Research Center (DA)
- 39 Dockser Hall (DK)
- 43 Dodge Hall (DG)
- 60 Egan Center (EC)
- 52 Ell Hall (EL)
- 80 140 The Fenway (140)
- 71 Fenway Center (FC)
- 55 Forsyth Building (FR)
- 53 Hayden Hall (HA)
- 10 Hillel-Frager (HF)
- 33 Holmes Hall (HO)
- 46 Hurtig Hall (HG)
- 79 177 Huntington Avenue (177)
- 35 Kariotis Hall (KA)
- 38 Knowles Center (KN)
- 34 Lake Hall (LA)
- 56 Latino/a Student Cultural Center (LC)
- 17 Marino Recreation Center (MC)
- 44 Matthews Arena (MA)
- 29 Meserve Hall (ME)
- 48 Mugar Life Sciences Building (MU)
- 31 Nightingale Hall (NI)
- 27 O'Bryant African-American Institute (AF)
- 78 International Village Administration (INV)
- 77 International Village (INV)
- 63 Renaissance Park (RN)
- 42 Richards Hall (RI)
- 49 Robinson Hall (RB)
- 73 ROTC Office (RO)
- 24 Ryder Hall (RY)
- 30 Shilman Hall (SH)
- 58 Snell Engineering Center (SN)
- 59 Snell Library (SL)
- 37 Stearns Center (ST)
- 23 West Village F, G, H (WV)
- 78 Boston YMCA (BY)

Residence Buildings

- 21 Burstein Hall (BU)
- 87 Davenport Commons A, B (DC)
- 1 Kennedy Hall (KDY)
- 4 Kerr Hall (KH)
- 12 Levine Hall and St. Stephen Street Complex (LV)(SSS)
- 9 Light Hall (LH)
- 5 Loftman Hall and 153 Hemenway Street (LF)
- 3 Melvin Hall (MH)
- 20 Rubenstein Hall (464)
- 2 Smith Hall (SM)
- 16 Speare Hall (SP)
- 14 Stetson East (SE)
- 15 Stetson West (SW)
- 23 West Village Residence Complex A, B, C, E (LVV)
- 23 West Village Residence Complex F, G, H (WV)
- 18 White Hall (WH)
- 28 Willis Hall (WI)
- 69 10 Coventry Street (CV)
- 8 142-148 Hemenway Street (142-148)
- 11 319 Huntington Avenue (319)
- 13 337 Huntington Avenue (337)
- 19 407 Huntington Avenue (407)
- 76 768 Columbus Avenue (768)
- 64 780 Columbus Avenue (780)
- 77 International Village (INV)

Parking Garages

- 85 Columbus Parking Garage (CPG)
- 75 Belvidere Parking Garage (BVG)
- 45 Gainsborough Parking Garage (GG)
- 62 Renaissance Parking Garage (RPG)
- 25 West Village Parking Garage (WPG)

Color Key

- UNRESTRICTED
- RESTRICTED
- PROHIBITED
- PROHIBITED 8AM-5PM