

THE LAWRENCE ASSOCIATES

ARCHITECTS / PLANNERS, P.C.

1075 TOLLAND TURNPIKE • MANCHESTER, CONNECTICUT • 06040

TEL (860) 643-2161

FAX (860) 643-4373

LAWRENCE.ASSOC@SNET.NET

June 16, 2014

ADDENDUM NUMBER 3

To become part of the Bidding Documents for the project:

**Furniture, Fixtures & Equipment
For
Webster Police Station
357 Main Street
Webster, MA 01570**

1. Please acknowledge receipt of this Addendum in your Bid Form. Interpretations, corrections and changes of the bidding documents made in a manner other than by Addendum will not be binding.
2. Bidders/Contractors are reminded to distribute this Addendum to all subcontractors, suppliers, manufacturers, etc. and verify that they incorporate its contents in their bids.

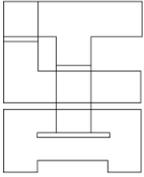
SPECIFICATIONS MANUAL:

Bid Form / Schedule of Values:

3. On Page 3 Bidders shall disregard the quantity of undersurface pedestals shown on the Drawings and provide the cost for the quantity of items listed under the QUANTITY header for the following:

WW2315PUBBFM	25 ITEMS
WW2315PUFFM (corrected part #)	9 ITEMS

*****END OF ADDENDUM NUMBER 1*****



THE LAWRENCE ASSOCIATES

ARCHITECTS / PLANNERS, P.C.

1075 TOLLAND TURNPIKE • MANCHESTER, CONNECTICUT • 06040

TEL (860) 643-2161

FAX (860) 643-4373

LAWRENCE.ASSOC@SNET.NET

June 13, 2014

ADDENDUM NUMBER 2

To become part of the Bidding Documents for the project:

**Furniture, Fixtures & Equipment
For
Webster Police Station
357 Main Street
Webster, MA 01570**

1. Please acknowledge receipt of this Addendum in your Bid Form. Interpretations, corrections and changes of the bidding documents made in a manner other than by Addendum will not be binding.
2. Bidders/Contractors are reminded to distribute this Addendum to all subcontractors, suppliers, manufacturers, etc. and verify that they incorporate its contents in their bids.

SPECIFICATIONS MANUAL:

Section 11 - Item Data Sheets:

3. On Page 4, in Room 130 Records, the following products may be quoted as an equal to the originally specified Herman Miller Lateral Files:

Description	Mfgr./Series	Model #	Size	Finish	Quantity
Lateral file, four drawers	Allsteel, Essentials	PLF436N	18d x 36w	Sandstone	5
Lateral files, freestanding, 2-6" drawers for CD storage, 3 lateral file drawers	Allsteel, Essentials	CPLF436N.222.66	18d x 36w	Sandstone	1

4. In Small Evidence # 026, Canine Office #08 and Closet #017 change the specified shelving to Tennsco Q Line Shelving as follows:

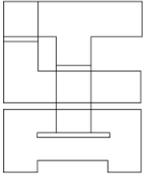
Description	Mfgr./Series	Model #	Size	Finish	Quantity
Shelving	Tennsco Q Line Shelving	Q05-3612S (Starter Shelf)	36" w x 12" d x 87" h		4
Shelving	Tennsco Q Line Shelving	Q05-3612A (Adder Shelf)	36" w x 12" d x 87" h		3

Section 13 – Bid Form and Schedule of Values:

5. Attached is a Revised Bid Form and Schedule of Values Page 6 for Bidders to use. Bidders shall indicate a cost for the Herman Miller Lateral Files OR the Allsteel Lateral Files.

Attachment: Revised Page 6 of 6 Schedule of Values.

*****END OF ADDENDUM NUMBER 2*****



THE LAWRENCE ASSOCIATES

ARCHITECTS / PLANNERS, P.C.

1075 TOLLAND TURNPIKE • MANCHESTER, CONNECTICUT • 06040

TEL (860) 643-2161

FAX (860) 643-4373

LAWRENCE.ASSOC@SNET.NET

June 10, 2014

ADDENDUM NUMBER 1

To become part of the Bidding Documents for the project:

**Furniture, Fixtures & Equipment
For
Webster Police Station
357 Main Street
Webster, MA 01570**

1. Please acknowledge receipt of this Addendum in your Bid Form. Interpretations, corrections and changes of the bidding documents made in a manner other than by Addendum will not be binding.
2. Bidders/Contractors are reminded to distribute this Addendum to all subcontractors, suppliers, manufacturers, etc. and verify that they incorporate its contents in their bids.

SPECIFICATIONS MANUAL:

Advertisement and Notice to Bidders:

3. On Page 2, CHANGE the Bid Bond to be FIVE percent (5%) of the bid. In all other locations in these documents the percentage for the Bid Bond shall be FIVE percent (5%).

General Instructions to Bidders:

4. On Page 8, DELETE Paragraph 12. B. – There are no Alternates in the Bidding Documents.

Certification of Non-Collusion:

5. ADD to the required documents to be submitted with Bidder's Bid Form the attached Certificate of Non-Collusion. Bidders shall copy this and include with their Bids.

Correction of Furniture Designer Name:

6. Throughout the Bidding Documents CHANGE the spelling of the Furniture Designer/Specifier to "Lindsay Malley".

*****END OF ADDENDUM NUMBER 1*****

Attachment:

- 1) Certification of Non-Collusion

**RE: Furniture, Fixtures & Equipment
For
Webster Police Station
357 Main Street
Webster, MA 01570**

CERTIFICATION OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

(Signature of individual submitting bid or proposal)

(Name of business)

(Date)

**FURNITURE, FIXTURES & EQUIPMENT
(FF&E)
SPECIFICATIONS MANUAL**

FOR

**WEBSTER POLICE STATION
357 MAIN STREET
WEBSTER, MA 01570**

Architect

**THE LAWRENCE ASSOCIATES
Architects/Planners P.C.
1075 Tolland Turnpike
Manchester, CT 06042**

Furniture Specifier

**Lindsey Malley
2 Magauran Drive
Stafford Springs, CT 06076**

Dated: June 2, 2014

**WEBSTER POLICE STATION
357 MAIN STREET, WEBSTER, MA 01570**

TABLE OF CONTENTS

**FURNITURE, FIXTURES AND EQUIPMENT FOR
WEBSTER POLICE STATION**

<u>SECTION</u>		<u>Number of Pages</u>
01	Advertisement and Notice to Bidders	02
02	A751 Invitation for Quotation for FFE	04
03	General Instructions to Bidders	14
04	A310 Bid Bond	02
05	A305 Contractor's Qualification Statement	04
06	A151 Standard Form of Agreement between Owner and Vendor for FFE	04
07	A251 General Conditions of the Contract for FFE	14
08	Supplementary Conditions to A251	21
09	Project Conditions and Procedures	01
10	A312 Performance Bond	04
11	Item Data Sheets	14
12	General Conditions	06
13	Bid Form & Schedule of Values	12

DRAWINGS:

- 1.1 BASEMENT FURNITURE PLAN
- 1.2 FIRST FLOOR FURNITURE PLAN
- 1.3 SECOND FLOOR FURNITURE PLAN

ADDENDA (when issued):

**WEBSTER POLICE STATION
357 MAIN STREET, WEBSTER, MA, 01570**

ADVERTISEMENT AND NOTICE TO BIDDERS

PROJECT:

Fixtures, Furniture, and Equipment
WEBSTER POLICE STATION
357 Main Street
Webster, MA, 01570

ARCHITECT

The Lawrence Associates
Architects/Planners P.C.
1075 Tolland Turnpike
Manchester, CT 06042

FURNITURE SPECIFIER/DESIGNER

Lindsey Malley
2 Magauran Drive
Stafford Springs, CT 06076

Sealed bids will be received on a Contract (or Contracts) for Furniture, Furnishings, and Equipment for the new Webster Police Station. All bids shall be on a lump sum basis for each category of items being bid. All items within a category must be bid or be disqualified from the bid process. Bids will be received by Town Accountant Pamela A. Regis at Webster Town Hall 350 Main Street, Webster, MA 01570 at 2:00 PM on June 18, 2014 at which time all proposals will be opened and read aloud.

All products shall be completely installed by the vendor during the last two weeks in July 2014.

A contract shall be awarded to the lowest responsible bidder, on a lump sum basis, for each category subject to the following reservations. The Owner shall have the right, both in total and/or on a category by category basis if it so desires, to reject all Bids and in partial to reject a bid not accompanied by any required bid security or data required by the Bidding Documents or a Bid in any way incomplete or irregular. The right is reserved to reject any and all bids, to waive any informality in the bidding and to make awards in any manner that is the most beneficial to the Owner.

Each interested contractor shall submit a sealed bid, including completed Qualifications Form, in triplicate. Bids will be opened publicly at the time stated above and read aloud. Bids delivered after that time will not be accepted. Bidders may attend the bid opening at which time the public is afforded an opportunity to record bid prices received in response to the solicitation.

No bid may be withdrawn for a period of 90 days after the due date for submittal without the written consent of the Owner.

**WEBSTER POLICE DEPARTMENT
357 MAIN STREET, WEBSTER, MA, 01570**

Copies of the bidding documents may be examined by appointment during normal business hours, at the following offices:

The Lawrence Associates,
Architects/Planners, P. C.
1075 Tolland Turnpike
Manchester, CT 06042

Webster Town Hall – Finance Department
350 Main Street
Webster, MA 01570

Each bid must be submitted with a bid bond, issued by a surety licensed to do business in the Commonwealth of Massachusetts, equal to ten percent (10%) of the bid. The successful bidder will be required to furnish a 100% Performance Bond and a 100% Labor and Material Payment Bond within ten (10) days after “Notice of Award.” Each bid envelope must be sealed, labeled with the Bid Package Name, and must be addressed to the attention of Town of Webster - Webster Police Station Building Committee.

Copies of the Contract Documents will be available by noon on June 2, 2014 on the Town of Webster’s web site: www.webster-ma.gov.

If a contractor is awarded a bid, it should retain their bid documents for use during this project. No additional bid documents will be provided.

No bid will be accepted after the time set for the opening of Bids and no Bidder may withdraw his bid within 90 days of the actual date of the opening thereof, unless written consent from the Owner is given. The Owner reserves the right to accept any bid or reject any or all bids and to waive any informality in the bidding process when such action is deemed in the best interest of the Town of Webster.



AIA[®] Document A751[™] – 2007

Invitation and Instructions for Quotation for Furniture, Furnishings and Equipment

INVITATION FOR QUOTATION

A Quotation is solicited from the Vendor:
(Indicate name, legal status and address)

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

for the following Project:
(Include detailed description and location of Project.)

New Police Station
357 Main Street
Webster, MA

The Owner:
(Indicate name, legal status and address)

Town of Webster, MA
c/o Town Hall
350 Main Street
Webster, MA 01570

Ship to address:
(Indicate address, contact name, phone, fax and email)

Webster Police Station
357 Main Street
Webster, MA

Bill to address:
(Indicate address, contact name, phone, fax and email)

Pamela A. Regis, Town Accountant
Webster Town Hall
350 Main Street
Webster, MA 01570

The Architect:
(Indicate name, legal status and address)

THE LAWRENCE ASSOCIATES
Architects/Planners, P.C.
1075 Tolland Turnpike
Manchester, CT 06042

The Quotation Documents are:

contained within the FF&E Specifications Manual.

The Reference Documents are:

contained within the FF&E Specifications Manual.

Quotation is due on or before:

(Indicate the time, day, month and year)

2:00 P.M.

Wednesday, June 18, 2014

At the offices of:

(Indicate name and address)

Pamela Regis, Town Accountant

Town of Webster,

Webster Town Hall

350 Main Street

Webster, MA 01570

The acceptable method of transmittal:

as indicated within the FF&E Specifications Manual.

Other instructions for obtaining Quotation Documents:

(Describe the form of documents, issuing party and deposit requirements, if any)

1. Copies of Contract Documents will be available at noon on June 2, 2014 on the Town of Webster's web site:
www.webster-ma.gov

2. Copies may be examined by appointment during normal business hours at the following offices:

- The Lawrence Associates, Architects/Planners, P.C., 1075 Tolland Turnpike, Manchester, CT 06042

- Webster Town Hall – Finance Department, 350 Main Street, Webster, MA 01570

Other instructions for the submission of a Quotation are as follows:

contained within the FF&E Specifications Manual.

INSTRUCTIONS FOR QUOTATION

TABLE OF ARTICLES

1	DEFINITIONS
2	QUOTATION DOCUMENTS
3	PROCEDURES FOR PREPARATION OF QUOTATION
4	CONSIDERATION OF QUOTATIONS
5	POST AWARD INFORMATION
6	FORM OF AGREEMENT BETWEEN OWNER AND VENDOR

ARTICLE 1 DEFINITIONS

§ 1.1 **Addenda.** The Addenda are written or graphic instruments issued by the Architect prior to the execution of the Agreement that modify or interpret the Quotation Documents by additions, deletions, clarifications or corrections.

§ 1.2 **Contract Documents.** The Contract Documents consist of the Agreement between the Owner and the Vendor (hereinafter the Agreement), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Agreement.

§ 1.3 **Reference Documents.** Reference Documents consist of other documents specifying architectural, structural, mechanical and electrical systems, and other elements of the Project for reference and information regarding other work on the premises. Unless otherwise indicated, Reference Documents are not Contract Documents.

§ 1.4 **Quotation.** A Quotation is a complete and properly executed written proposal to do the Work for the sums stipulated therein, submitted in accordance with the Quotation Documents.

§ 1.5 **Quotation Documents.** The Quotation Documents include the Quotation Requirements, the proposed Contract Documents and any Reference Documents.

§ 1.6 **Quotation Requirements.** The Quotation Requirements consist of the Invitation and Instructions for Quotation, supplementary instructions for Quotation and Quotation forms.

ARTICLE 2 QUOTATION DOCUMENTS

§ 2.1 Vendors shall use complete sets of Quotation Documents in preparing Quotations. Neither the Owner nor the Architect assumes responsibility for errors or misinterpretations resulting from the use of an incomplete set of Quotation Documents.

§ 2.2 The Vendor shall carefully study and compare the Quotation Documents with other portions of the Project that relate to the Work for which the Quotation is submitted and shall examine the site and local conditions. The Vendor shall report to the Architect any errors, inconsistencies or ambiguities discovered.

§ 2.3 Interpretations, corrections and changes to the Quotation Documents will be made only by Addenda. Addenda will be transmitted or made available to all who are known by the issuing office to have received a complete set of Quotation Documents.

ARTICLE 3 PROCEDURES FOR PREPARATION OF QUOTATION

§ 3.1 Quotations shall be submitted on the form included with the Quotation Documents. The Vendor shall make no revisions to the Quotation form. Each copy of the Quotation shall state the legal name of the Vendor, and if the Vendor is an entity, the Quotation shall state whether the entity is a corporation, partnership or other business association. Each copy of the Quotation shall be signed by the person or persons legally authorized to bind the Vendor to a contract.

§ 3.2 The Vendor shall provide as part of the Quotation, (1) a completed Quotation form, or (2) names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the portions of the Work, or (3) a list of variations from the Quotation Documents, if any and (4) a statement certifying that the Quotation contains no product or materials substitutions.

§ 3.3 All copies of the Quotation and any other documents required for submission with the Quotation shall be enclosed in a sealed, opaque envelope. The envelope shall be addressed to the party receiving the Quotation and shall be identified with the Project name, the Vendor's name and address and, if applicable, the designated portion of the Work for which the Quotation is being submitted. If the Quotation is sent by mail, the sealed envelope shall be enclosed in a separate envelope with the notation "SEALED QUOTATION ENCLOSED, DO NOT OPEN" on the face thereof. Quotations shall be deposited at the designated location prior to the time and date for receipt of Quotations. Quotations received after the time and date for receipt of Quotations will be returned unopened. The Vendor shall assume full responsibility for timely delivery at the location designated for receipt of Quotations. Other methods of transmission, including oral, telephonic, telegraphic, facsimile or other electronically transmitted Quotations, will not be considered unless requested in the invitation.

§ 3.4 A Quotation may not be modified, withdrawn or canceled by the Vendor during the stipulated time period after the time and date designated for the receipt of Quotations, and each Vendor so agrees by submitting a Quotation. Before the time and date designated for receipt of Quotations, a Vendor may withdraw or modify a submitted Quotation by providing written notice to the person or entity receiving Quotations. Any such modifications to Quotations shall be in writing and signed by the Vendor. Modifications shall be received, and the date and time stamped by the receiving party, on or before the date and time set for receipt of Quotations. A modification to a Quotation shall not reveal the amount of the original Quotation.

ARTICLE 4 CONSIDERATION OF QUOTATIONS

The Owner shall have the right to reject any or all Quotations. The Owner shall have the right to waive informalities and irregularities in a Quotation received and to accept the Quotation that, in the Owner's judgment, is in the Owner's interests.

ARTICLE 5 POST-AWARD INFORMATION

§ 5.1 The Vendor shall be required to establish, to the satisfaction of the Owner and the Architect, the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Quotation Documents.

§ 5.2 Prior to the execution of the Agreement, the Owner will notify the Vendor in writing if the Owner, after due investigation, has reasonable objection to a person or entity proposed by the Vendor, pursuant to Section 5.1. If the Owner has reasonable objection to a proposed person or entity, the Vendor may, at the Vendor's option, (1) withdraw the Quotation or (2) submit an acceptable substitute with or without an adjustment to cover the difference in cost occasioned by such substitution. The Owner may then accept or reject the adjusted Quotation.

§ 5.3 Persons and entities proposed by the Vendor and to whom the Owner has made no reasonable objection must be used to perform the Work for which they were proposed and shall not be changed except with the written consent of the Owner.

ARTICLE 6 FORM OF AGREEMENT BETWEEN OWNER AND VENDOR

Unless otherwise required in the Quotation Documents, the Agreement for the Work shall be AIA Document A151™-2007, *Standard Form of Agreement Between Owner and Vendor for Furniture, Furnishings and Equipment*.

**WEBSTER POLICE STATION
357 MAIN STREET, WEBSTER, MA 01570**

**GENERAL INSTRUCTIONS TO BIDDERS
FOR THE FURNITURE AND FURNISHINGS FOR THE**

**WEBSTER POLICE STATION
357 MAIN STREET,
WEBSTER, MA
01570**

1. DEFINITIONS

- A. Definitions set forth in the General Conditions of the Contract for Furniture, Furnishings, and Equipment, AIA Document A251, and in other Contract Documents are applicable to the Bidding Documents.
- B. Addenda are written or graphic instruments issued by the Architect or Designer prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- C. A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- D. The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.
- E. An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, if accepted.
- F. A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, furniture, furnishings, equipment or services or a portion of the Work as described in the Bidding Documents,
- G. A Bidder is a person or entity who submits a Bid and who self performs a minimum of Fifty Percent (50%) of the Work with his own forces and meets the requirements set forth in the Bidding Documents.
- H. A Sub-bidder is a person or entity who submits a bid to a Bidder for labor, materials, furniture, furnishings or equipment for a portion of the Work.
- I. The Owner is Town of Webster, 350 Main Street, Webster, MA.

**WEBSTER POLICE STATION
357 MAIN STREET, WEBSTER, MA 01570**

- J. The Furniture Specifier/Designer is Lindsey Malley, 2 Magauran Drive, Stafford Springs, CT 06076 engaged through The Lawrence Associates, Architects/Planners, P. C., 1075 Tolland Turnpike, Manchester, CT 06042

3. SUBMISSION OF BIDS:

Proposals must be made in accordance with the following instructions and format provided in the Contract Documents, and must be fully completed.

4. RECEIPT OF CONTRACT DOCUMENTS:

Upon receipt of the Bid Package the bidder shall immediately check that all documents listed in the table of contents of these instructions and all Drawings and Specifications listed in the table of contents have been received.

5. EXAMINATION OF CONTRACT DOCUMENTS:

- A. Before submitting a proposal, the bidder is required to carefully examine the Contract Documents, note existing facilities, conditions and limitations affecting the work to be performed under this Contract. Include all costs for same.
- B. See Table of Contents
- C. Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid.
- D. Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the Advertisement or Invitation to Bid, or in supplementary instructions to bidders.
- E. Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Architect nor Designer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- F. The Designer, and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.
- G. Failure to receive or examine any form, instrument or document, or to become acquainted with field conditions, shall in no way relieve the Bidder from any obligation with respect to the Bid.

**WEBSTER POLICE STATION
357 MAIN STREET, WEBSTER, MA 01570**

- H. The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted and shall at once report to the Designer errors, inconsistencies or ambiguities discovered. In case such ambiguity, inconsistency, or error exists and is not noted or resolved at the time Bids are due, the Base Bid Sum shall include, as applicable, the better quality, the greater quantity, and the more costly procedure for the work involved.
- I. Before performing any work or making any orders, the Contractor shall verify all dimensions and shall be responsible for their accuracy. Any differences found shall be at the risk of the Bidder. No extra compensation will be permitted because of differences between actual dimensions and measurements indicated on drawings or other documentation furnished to the Bidder by the Owner or its representative. In the same, the Bidder shall be held by submission and award of its bid herein, to have examined the project, the project premises, and the Contract Documents and to have satisfied itself of the conditions existing, and all other matters that may be incidental to the work under the contract for submitting its proposal. Submission of a proposal or bid will be considered evidence that such examination has been made. No allowance will subsequently be made to the Contractor by reason of any error on its part, due to its failure or neglect to comply with the requirements of the Article.
- J. Bidders and sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least five days prior to the date set for the opening of the bids.
- K. Interpretations, corrections and changes of the Bidding Documents will be issued as written Addendum and sent to all Bidders. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.
- L. The right is reserved to issue an Addendum until three (3) calendar days prior to opening of Bids, but with the cooperation of Bidders, it is hoped that all clarification of the Bidding Documents can be completed well in advance of the Bid Opening.

6. SUBSTITUTIONS:

- A. The materials, products, furniture and equipment described in the Bidding Documents establish a standard of required function dimension, appearance and quality of FF&E desired to meet the functional and aesthetic requirements of the Owner.
- B. No substitution will be considered for any of the specified items.

**WEBSTER POLICE STATION
357 MAIN STREET, WEBSTER, MA 01570**

7. SUBMISSION OF PROPOSALS:

- A. Submit original proposal, sealed in an envelope plainly marked on the outside as a bid with the name of the bidder, the project and bid package. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to:

Pamela A. Regis, Town Accountant
Town of Webster
350 Main Street
Webster MA, 01570

- B. The proposals must be received at the above office by the time and date stipulated on the Advertisement and Notice to Bidders. Faxed bids are not acceptable. Late bids will be rejected and returned unopened.
- C. Bids shall be submitted on forms identical to the form included with the Bidding Documents. The Bid Forms bound hereto shall not be detached, filled out or executed. The Bidder shall duplicate the form bound herein on his own letterhead and unit and extended prices listed on the Bid Forms. Bidders are not obligated to submit Proposals for all items; however, Bidders must submit Proposals for all items in a category or be disqualified from the Bid process.
- D. Bids shall be submitted in triplicate.
- E. All blanks on the bid form shall be filled in by typewriter or manually in ink. Any category on the Proposal which the Bidder chooses not to submit shall be filled in clearly with "No Bid".
- F. Where so indicated by the makeup of the bid form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.
- G. Bids containing any conditions, omissions, erasures, alterations, or items not called for in the Contract Bidding Documents, or irregularities of any kind may be rejected by the Owner as being incomplete. All prices and notations must be printed in ink or typewritten. No erasures permitted.
- H. Each copy of the Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, partnership, corporation or other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid

**WEBSTER POLICE STATION
357 MAIN STREET, WEBSTER, MA 01570**

submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder. The names of all persons signing should also be typewritten or printed below the signature.

- I. The Bid shall be signed by the Bidder with full knowledge of, and agreement with, the general specifications, conditions, and requirements of these contract bidding documents.
- J. Each Bidder is to complete a Bid Form. These sheets shall list the Item Number, Description and Quantity from the Furniture Data Sheets for each item that the bidder is submitting. Each category bid upon shall be sub-totaled at the bottom of the category then grand totaled at the end of all the sheets. This total is not necessarily the sum that will be used to determine the lowest responsible bidder nor for Contract Sum, but for determining Bid Security amount to be submitted with Bid.
- L. A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period of 90 days following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.
 - i. Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.
 - ii. Bid security shall be in an amount sufficient for the Bid as resubmitted.
- M. The Bidder by making a Bid represents that:
 - i. The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted and for other portions of the Project, if any, being bid concurrently or presently under construction.
 - ii. The Bid is made in compliance with the Bidding Documents.
 - iii. The Bid is based upon the materials, equipment, systems, and labor required by the Bidding Documents without exception.
 - iv. The site will not be available for inspection during the bid period. The elevator and clear corridor access will be available to furniture vendor.
- N. By submitting a proposal, the bidder accepts the above referenced contract form.
- O. By submitting a proposal, the bidder agrees that he will not make any claim for damages or additional compensation because of lack of information, or because of

**WEBSTER POLICE STATION
357 MAIN STREET, WEBSTER, MA 01570**

any misunderstanding, or because of any misinterpretation of the requirements of the Contract.

- P. By submitting a proposal, the bidder agrees that it will self-perform a minimum of fifty percent (50%) of the Work with its own forces.

8. BID BOND & INSURANCE CERTIFICATES:

- A. Each Bid shall be accompanied by a bid security in the form and amount required as stipulated below. The Bidder pledges to enter into a Contract with Owner on the terms stated in the Bid and will furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. Each proposal shall be accompanied by a Bid Bond or Certified Check in the amount of five percent (5%) of the Bid made payable to the Town of Webster, Webster, MA, 01570. No Bid will be considered which is not accompanied by such Bid Security. A Bid Bond, if used, shall be executed by a surety company which can comply with State requirements for writing the Payment and Performance Bonds.
- B. The surety bond shall be written on AIA Document A310 - Bid Bond, and the attorney- in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.
- C. The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected. Bid Bonds will not be returned.

9. PREPARATION OF BIDS:

- A. Bids shall be submitted on the forms included with the Bidding Documents. All blanks on the bid form shall be legibly executed in a non-erasable medium. Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern. Interlineations, alterations and erasures must be initialed by the signer of the Bid. All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."
- B. Bid Forms shall be complete without alterations, erasures, or corrections. Three proposals including one original and two copies must be submitted for each Bid Package.

**WEBSTER POLICE STATION
357 MAIN STREET, WEBSTER, MA 01570**

- C. Bids containing conditions, omissions, alterations, items not called for, or irregularities of any kind, may be rejected for failure to comply with the requirements stated herein.
- D. Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. Include the full business address of the bidder. Signature shall be both in longhand and typed. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. Partnerships must sign the proposal. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

10. EXPLANATION TO BIDDERS:

- A. The Bidder shall, in the event of any discrepancies, omissions or errors in the Contract Documents, or in the event of doubt on the part of a bidder as to their intent or meaning, direct inquiries in writing to: Richard S. Lawrence at The Lawrence Associates, Architects/Planners, P. C. email: rick@thelawrenceassociates.com
- B. Where appropriate, interpretations will be confirmed by Addenda to all bidders by posting on the Town's website. Direction received from other parties and/or not confirmed via Addenda shall not be considered.
- C. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- D. Addenda will be issued no later than three days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.
- E. Such Addenda, issued during the bidding period, shall be acknowledged on the Proposal Form and shall be included in the Contract at the time of award.

11. ACCEPTANCE OR REJECTION OF BIDS:

- A. Properly identified Bids received on time will be publicly opened and will be read aloud.
- B. The Owner reserves the right to waive the informality in any bid, to accept any bid, or to reject any and all bids.

**WEBSTER POLICE STATION
357 MAIN STREET, WEBSTER, MA 01570**

- C. The Owner reserves the right to award a contract to the bidder considered best qualified for the work. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Designer's judgment, is in the Owner's own best interests.
- D. The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

12. ACCEPTANCE OF BID (AWARD):

- A. It is the intent of the Owner to award a Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities or irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.
- B. The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.
- C. The right is also reserved to reject any and all Bids, to waive informalities, or to hold the three lowest Bids open for further consideration.

13. FORM OF CONTRACT:

- A. The successful bidder is required to execute an Agreement between the Owner and Contractor in accordance with the sample form included as part of the Contract Documents.
- B. After the Architect has received approval from the Owner, the Contractor will be notified that it has been successful. At that time the Contractor shall obtain the bonds referenced below within ten (10) days after receipt of Notice of Award to execute the contract, submit the bonds, where applicable. Failure to do so within ten (10) days after Notice of Award may be considered default under the obligation of the bid bond.
- C. The Owner shall, at the request of the Bidder to whom award of a Contract is under consideration and no later than seven days prior to the expiration of the time for withdrawal of Bids, furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract.

**WEBSTER POLICE STATION
357 MAIN STREET, WEBSTER, MA 01570**

14. TAXES:

The Project is exempt from sales and use tax as set forth in the Massachusetts Tax Codes. Proposals must include all applicable State and Federal taxes in the proposal amount. Upon request by the successful Bidder, a copy of the sales tax exemption certificate will be issued.

15. TAX BONDS:

All Non-resident Trade Contractors who do not operate a permanent place of business within the state where the project is located (not including a jobsite), shall be required to post with the applicable state authority a Non-resident Contractor Guarantee Bond in the amount required by such state. This bond shall secure payment for all applicable sales and use taxes payable to the state with regards to this project. The successful Bidder must provide at time of contract signing, proof that the Nonresident Contractor Guarantee Bond has been posted, or proof of a permanent place of business within the state.

16. SECURITY FOR FAITHFUL PERFORMANCE:

Simultaneously with the execution of the Contract the successful Bidder shall a Performance Bond in the amount of One Hundred Percent (100%) of the Contract Price and a Labor and Material Payment Bond in the amount of One Hundred Percent (100%) of the Contract Price, as security for faithful performance of this Contract and for the payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract. The surety on such bonds shall be a duly authorized surety company satisfactory to the Town of Webster and licensed to do business in the Commonwealth of Massachusetts. Said surety must have an A.M. Best's Rating per the attached schedule.

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

17. SUBMITTALS

- A. The Bidder shall, as soon as practical or as stipulated in the Bidding Documents, after notification of selection for the award of a Contract, furnish to the Owner in writing:
 - i. a designation of the Work to be performed with the Bidder's own forces;

**WEBSTER POLICE STATION
357 MAIN STREET, WEBSTER, MA 01570**

- ii. names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; and
 - iii. names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.
- B. The Bidder will be required to establish to the satisfaction of the Architect, Designer and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.
- C. Prior to the execution of the Contract, the Owner will notify the Bidder in writing if the Architect or Owner, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity for approval with no adjustment in the Base Bid or Alternate Bid occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.
- D. Persons and entities proposed by the Bidder and to whom the Owner have made no reasonable objection MUST be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner, Designer, and Architect.

18. TIME FOR COMPLETION:

- A. The furniture and furnishings shall be delivered inside and set-up as indicated on Furniture Installation Matrix in the columns noted. Lead time of products of each manufacturer shall also be listed on the Bid Summary Sheet by Item Sheets in the columns noted.
- B. No furniture, furnishings, or equipment shall be delivered before designated delivery dates. All deliveries, delivery acceptance, installation and coordination shall be the sole responsibility of the Awarded Interior Bidders. Deliveries shall be made between 8:00 AM and 4:00 PM Mondays through Fridays, and met by a representative of the Awarded Interior Bidder. Exceptions may be made only with prior approval of the Owner. If shipments arrive outside the above parameters, the shipment will be rejected and redelivery shall be at the Awarded Interior Bidders expense.
- C. The Contractor shall furnish sufficient forces to ensure the execution of work with the schedule. If the installation of the materials is not complete by the date for the

**WEBSTER POLICE STATION
357 MAIN STREET, WEBSTER, MA 01570**

completion of work, the Owner may request that all installation work be carried out so as to avoid disturbing normal activities.

- D. The Contractor will not be entitled to additional compensation for extra shifts or overtime.
- E. The utmost care shall be exercised during delivery and installation of all furniture, furnishings, and equipment. Hardboards shall be laid over all finished flooring surfaces which deliveries will cross. Damage to the building by the Awarded Interior Bidders shall be rectified by payment to the Owner for repair of the damages.
- F. The Awarded Interior Bidders shall remove the keys from all lockable equipment. Each set of keys shall be turned over to the Owner with an appropriate key tag labeled with room number in which it was installed.

19. ORAL OR INFORMAL STATEMENTS:

- A. No oral or informal statements or representation by any representative or employee of the owner, the owner, the town, the Architect/Designer, or Consultants, shall be considered an amendment to or waiver of any statement in or requirement of these Contract Bidding Documents and no claim or right of action shall accrue in favor of any Bidder as a result of or founded on such oral or informal statement or representation.

20. CONSTRUCTION AND QUALITY:

- A. For purposes of identification of style and level of quality of equipment desired, these specifications refer to equipment as currently manufactured by companies as listed.

21. EQUIPMENT AND ACCEPTANCE:

- A. The Awarded Interior Bidder shall examine space in which furniture, furnishings and equipment is to be installed to assure that conditions are satisfactory for the installation of such and report in writing to the Designer any deficiency in the work of other Contractors affecting specified work. Commencement of specified work shall be constructed as acceptance of space conditions.
- B. Before final acceptance by the Owner, specified furniture, furnishings and equipment shall be tested for acceptance as determined by the Designer.

**WEBSTER POLICE STATION
357 MAIN STREET, WEBSTER, MA 01570**

- C. Before final acceptance, turn over keys and similar loose and detachable parts to an approved representative of the Owner and obtain a signed receipt for presentation to the Designer.

22. TEMPORARY ON-SITE FACILITIES:

Each bidder must include in his proposal all costs for installation, maintenance and drinking water required for his exclusive use. Temporary toilet facilities will be provided by using facilities at the site. Any soiling, damage, debris or activities resulting in these facilities requiring them to be cleaned or repaired shall be paid for by the Contractor causing such. Temporary water and power may be available at the site for the Contractor's use (See General Conditions). Contractors are responsible to separate their rubbish as required by all agencies having jurisdiction and remove it daily from premises.

23. ENGINEERING/LAYOUT:

Each Bidder must include in his proposal all costs for field measurements which will be required to complete its work.

24. PROMOTIONAL INFORMATION:

There shall be no information divulged concerning this Project to anyone including, for example, information in application for permits, variances, and other approval except such as is necessary to secure the same provided that all such applications shall be first submitted to the Building Committee Chairman for approval by the Owner. The Contractor shall not further refer to the Project in any of his promotional materials without the Owner's prior written consent obtained through the Building Committee Chairman.

25. DEBARMENT:

Bidders are to identify if they or any proposed subcontractors have been debarred in the past or are currently debarred from participating in any public works project, for the local, state or federal governments. If so, provide details of such debarment. Contractors who are currently debarred are unacceptable.

26. TAX STATUS:

A Bidder found to be delinquent in the payment of personal or real property taxes, or found to be the owner of an interests of twenty-five percent (25%) or more in a corporation that is delinquent in the payment of personal or real property taxes shall be required to submit a plan to the Owner and Town whereby the Bidder will make current all arrearage of taxes. Such plan shall include a schedule of payments sufficient to make

**WEBSTER POLICE STATION
357 MAIN STREET, WEBSTER, MA 01570**

such Bidder current within a time period satisfactory to the Building Committee Chairman.

27. GOVERNING LAW:

The Contract between the successful Bidder and the Owner shall be governed by the laws of the Commonwealth of Massachusetts, including its Uniform Commercial Code, except that if any discrepancy shall exist between this Contract and the Uniform Commercial Code, the terms of the Contract shall prevail.

28. FAMILIARITY WITH LAWS:

1. The Bidder is assumed to be familiar with all Federal and State Laws and all local by-laws, ordinances and regulations, which in any manner affect those engage or employed on the work, or the materials or equipment used in the work, or in any way affect the conduct of the work, and no please of misunderstanding will be considered on account of ignorance thereof.
2. If Bidder shall discover any provisions in the Drawings, Specifications, or Contract, which are in conflict with any such law, by-law, or ordinance or regulation, the Bidder shall forthwith report it to the Architect/Designer in writing.

29. USE OF BUILDING BY PRESENT TENANTS:

The Owner will maintain the right of access and use of the building throughout the Contract period.

30. LIQUIDATED DAMAGES

- A. It is understood and agreed that time is of the essence of this Contractor, and for each delivery and every calendar day after the time stated for the delivery and installation of the material the Owner shall require as liquidated damages in the amount of \$100 per calendar day for failure to comply with the terms of the Contract, and not as a penalty, that the Contractor supply similar items deemed suitable by the Owner for the intended use. All items will be supplied at the Contractors expense and no costs will be incurred by the Owner. These items must be placed in accordance with the Contract Documents and be removed by the Contractor at the time of installation of actual items purchased. Temporary

**WEBSTER POLICE STATION
357 MAIN STREET, WEBSTER, MA 01570**

furnishings must be installed in conformance with the scheduled completion dates set forth in the Contract.

- B. The whole or any part of said liquidated damages may be waived in writing if, in Owner's sole opinion, Owner believes the operation of the facility will not be affected by the absence of such furnishings.

31. MAINTENANCE

The Contractor must supply the Owner with an instruction list or manual on the proper maintenance of all items covered in this Contract.

END OF SECTION



AIA[®]

Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

Town of Webster, MA
c/o Town Hall
350 Main Street
Webster, MA 01570

BOND AMOUNT: \$

PROJECT:

(Name, location or address, and Project number, if any)

Furniture, Fixtures and Equipment for
New Webster Police Station
357 Main Street
Webster, MA

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory

Init.



AIA[®]

Document A305™ – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO:

ADDRESS:

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

- Corporation
- Partnership
- Individual
- Joint Venture
- Other

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

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

NAME OF PROJECT: *(if applicable)* New Police Station, 357 Main Street, Webster, MA

TYPE OF WORK: *(file separate form for each Classification of Work)*

- General Construction
- HVAC
- Electrical
- Plumbing
- Other: *(Specify)*

§ 1 ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor?

§ 1.2 How many years has your organization been in business under its present business name?

§ 1.2.1 Under what other or former names has your organization operated?

§ 1.3 If your organization is a corporation, answer the following:

- § 1.3.1** Date of incorporation:
- § 1.3.2** State of incorporation:
- § 1.3.3** President's name:

§ 1.3.4 Vice-president's name(s)

§ 1.3.5 Secretary's name:

§ 1.3.6 Treasurer's name:

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership (if applicable):

§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2 LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

§ 3 EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

§ 3.4.1 State total worth of work in progress and under contract:

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

§ 3.5.1 State average annual amount of construction work performed during the past five years:

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

§ 4 REFERENCES

§ 4.1 Trade References:

§ 4.2 Bank References:

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

§ 4.3.2 Name and address of agent:

§ 5 FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

§ 6 SIGNATURE

§ 6.1 Dated at this day of

Name of Organization:

By:

Title:

§ 6.2

M being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this day of

Notary Public:

My Commission Expires:

 **AIA**® Document A151™ – 2007

**Standard Form of Agreement between Owner and Vendor for Furniture,
Furnishings and Equipment where the Basis of Payment is a Stipulated Sum**

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

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

Town of Webster, MA
c/o Town Hall
350 Main Street
Webster, MA 01570

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

TO BE DETERMINED

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

Furniture, Fixtures and Equipment
for New Police Station
357 Main Street
Webster, MA

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

THE LAWRENCE ASSOCIATES
Architects/Planners, P.C.
1075 Tolland Turnpike
Manchester, CT 06042

The Owner and Vendor agree as follows.

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

AIA Document A251-2007, General Conditions of the Contract for Furniture, Furnishings and Equipment, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS**
- 2 DATE OF COMMENCEMENT AND COMPLETION**
- 3 CONTRACT SUM**
- 4 PAYMENTS**
- 5 ENUMERATION OF CONTRACT DOCUMENTS**
- 6 MISCELLANEOUS PROVISIONS**

ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Vendor shall fully execute the Work described in the Contract Documents.

§ 1.2 The Contract Documents consist of this Agreement, conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior and subsequent negotiations, representations or agreements, either written or oral, unless the procedure for a change in terms is followed as described in Section 1.3. An enumeration of the Contract Documents, other than Modifications, appears in Article 5.

§ 1.3 A change in terms to this Agreement shall become valid only by means of a Modification signed by both the Owner and Vendor.

ARTICLE 2 DATE OF COMMENCEMENT AND 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.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

§ 2.2 The Vendor shall complete the Work not later than the following date:
(Insert a calendar date. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier completion of certain portions of the Work.)

Portion of Work
ALL PRODUCTS

Substantial Completion date
TO BE INSTALLED DURING LAST TWO WEEKS IN JULY 2014

ARTICLE 3 CONTRACT SUM

The Owner shall pay the Vendor the Contract Sum in current funds, including all applicable taxes, for the Vendor's performance of the Contract. The Contract Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

ARTICLE 4 PAYMENTS

§ 4.1 PAYMENT TERMS

The Owner shall make payments to the Vendor in conformance with the following payment terms:
(Insert payment terms, including net days from approval of application for payment and criteria for deposits, discounts, progress payments, special orders, changes, cancellations and restocking, and final payment.)

Init.

§ 4.2 PROGRESS PAYMENTS

§ 4.2.1 Based upon applications for payment submitted to the Owner by the Vendor, the Owner shall make progress payments on account of the Contract Sum to the Vendor as provided below and elsewhere in the Contract Documents.

§ 4.2.2 Each application for payment shall be based on the payment terms as described in Section 4.1.1 and shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require.

ARTICLE 5 ENUMERATION OF CONTRACT DOCUMENTS

§ 5.1 The Contract Documents, except for Modifications issued after execution of this Agreement, include this Agreement and the following other documents listed in Sections 5.2 through 5.6.

§ 5.2 The General Conditions are AIA Document A251™–2007, *General Conditions of the Contract for Furniture, Furnishings and Equipment*.

§ 5.3 The Supplementary Conditions, other Conditions of the Contract and Specifications are dated —, and are as follows: contained within the FF&E Specifications Manual
(Either list the Specifications here or refer to an exhibit attached to this Agreement. If a project manual is not used, indicate here.)

Section	Title	Pages
---------	-------	-------

§ 5.4 The Drawings are enumerated as follows:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
1.1	<u>BASEMENT FURNITURE PLAN</u>	
1.2	<u>FIRST FLOOR FURNITURE PLAN</u>	
1.3	<u>SECOND FLOOR FURNITURE PLAN</u>	

§ 5.5 Addenda, if any, are enumerated as follows:
(Either list the Addenda here or refer to an exhibit attached to this Agreement.)

TO BE DETERMINED

Number	Date	Pages
--------	------	-------

§ 5.6 Other Contract Documents are as follows:
(List only those portions of furniture, furnishings and equipment quotations or orders that are to be included in the Contract Documents.)

ARTICLE 6 MISCELLANEOUS PROVISIONS

§ 6.1 The Vendor shall make no payment to persons employed by the Owner or consultants for the Owner, with regard to this Agreement, without disclosure and written approval of the Owner.

§ 6.2 The terms and provisions contained in the documents enumerated in Sections 5.2 through 5.5 shall take precedence over conflicting terms and provisions contained in documents enumerated in Section 5.6.

§ 6.3 The Vendor shall purchase and maintain insurance as set forth under Article 13 of ~~A251-2007~~ A251-2007 and Supplementary Conditions to A251, contained in FF&E Specifications Manual.
(List any required limits for insurance.)

Type of insurance

Limit of liability (\$0.00)

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

OWNER (Signature)

VENDOR (Signature)

John F. McAuliffe, Town Administrator
(Printed name and title)

(Printed name and title)

Init.

AIA® Document A251™ – 2007

General Conditions of the Contract for Furniture, Furnishings and Equipment

for the following PROJECT:

(Name, location, and brief description)

Furniture, Fixtures and Equipment for

New Police Station

357 Main Street

Webster, MA

THE OWNER:

(Name, legal status, address and other information)

Town of Webster, MA

c/o Town Hall

350 Main Street

Webster, MA 01570

THE ARCHITECT:

(Name, legal status, address and other information)

THE LAWRENCE ASSOCIATES

Architects/Planners, P.C.

1075 Tolland Turnpike

Manchester, CT 06042

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 VENDOR
- 4 TITLE AND RISK OF LOSS
- 5 DELIVERY AND INSTALLATION
- 6 ACCEPTANCE
- 7 WARRANTIES
- 8 PAYMENT
- 9 ARCHITECT
- 10 RELATED ACTIVITIES OF OWNER OR OF SEPARATE VENDORS
- 11 TIME
- 12 PROTECTION OF PERSONS AND PROPERTY

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

13 INSURANCE

14 MISCELLANEOUS PROVISIONS

15 CLAIMS AND DISPUTES

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 The Contract Documents. The Contract Documents are enumerated in the Agreement between the Owner and Vendor (hereinafter the Agreement), and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as the request for quotation or the Vendor's quotation.

§ 1.1.2 **Modification.** A Modification is (1) a written amendment to the Contract signed by both parties or (2) a written order for a minor change in the Work issued by the Architect.

§ 1.1.3 **The Contract.** The Contract Documents form the Contract for Furniture, Furnishings and Equipment. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and the Vendor; (2) between the Owner and a sub-vendor; (3) between the Owner and the Architect or the Architect's consultants; or (4) between any persons or entities other than the Owner and the Vendor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.4 **The Work.** The term "Work" means the fabrication, shipping, warehousing, delivery, installation and all other labor, materials and activities required of the Vendor. The Work may constitute the whole or a part of the Project with regard to the furniture, furnishings and equipment required by the Contract Documents.

§ 1.1.5 **The Project.** The Project is the total construction and installation of which the Work performed under the Contract may be the whole or a part. Other vendors and contractors under separate agreements with the Owner may concurrently perform construction or other activities for the Project.

§ 1.1.6 **The Drawings.** The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.7 **The Specifications.** The Specifications are that portion of the Contract Documents consisting of the written requirements for furniture, furnishings, equipment, systems, quality and workmanship standards for the Work.

§ 1.1.8 **Instruments of Service.** Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Vendor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Vendor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Unless otherwise stated in the Contract Documents, words that have well-known technical or furniture, furnishings and equipment industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.3 Terms capitalized in these General Conditions include those which are (1) specifically defined, (2) the titles of numbered articles and identified references to Sections in the document or (3) the titles of other documents published by the American Institute of Architects.

§ 1.3 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.3.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Vendor, sub-vendors and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.3.2 The Vendor, sub-vendors and suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Vendor, sub-vendors and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.4 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 9.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Unless otherwise provided in the Contract Documents, the Owner shall provide

- .1 areas of the Project premises that the Vendor may utilize in the performance of the Work;
- .2 access to the premises for the Vendor at reasonable times;
- .3 suitable space for receipt, inspection, acceptance and staging of materials, furniture, furnishings and equipment;
- .4 temporary utilities and facilities on the premises and vertical transportation necessary for progress and execution of the Work; and
- .5 security normal for the Project premises.

§ 2.2.2 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall furnish any other information or services under the Owner's control and relevant to the Vendor's performance of the Work with reasonable promptness after receiving the Vendor's written request for such information or services.

ARTICLE 3 VENDOR

§ 3.1 GENERAL

§ 3.1.1 The Vendor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Vendor" means the Vendor or the Vendor's authorized representative.

§ 3.1.2 The Vendor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Vendor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract or by tests, inspections or approvals required or performed by persons or entities other than the Vendor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND INSPECTION OF PROJECT PREMISES BY VENDOR

§ 3.2.1 Execution of the Contract by the Vendor is a representation that the Vendor has visited the Project premises or, if the Project premises have not yet been constructed, has reviewed the documents pertaining thereto; has become familiar with local conditions under which the Work is to be performed and information relative to access to and use of the Project premises, as provided by the Owner under Section 2.2; and has correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Vendor shall, before starting each portion of the Work, (1) carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.1; (2) take field measurements of any existing conditions related to that portion of the Work; and (3) observe any conditions of the access route or on the Project premises affecting the Work. These obligations are for the purpose of facilitating delivery and installation by the Vendor and are not for the purpose of discovering errors, omissions or inconsistencies in the Contract Documents; however, the Vendor shall report promptly to the Architect any errors, inconsistencies or omissions discovered or made known to the Vendor as a request for information in such form as the Architect may require. It is recognized that the Vendor's review of the Contract Documents is made in the Vendor's capacity as a Vendor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Vendor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Vendor shall report promptly to the Architect any nonconformity discovered by or made known to the Vendor as a request for information in such form as the Architect may require.

§ 3.2.4 In addition to the Vendor's representations under Section 3.2.1, the Vendor shall, prior to shipment, delivery and installation, visit and inspect the Project premises in order to confirm the conditions under which the Work is to be performed; verify the stage of completion of the premises and the Project; determine availability of facilities for access, delivery, transportation and staging area; determine the physical and environmental restrictions imposed by the Owner and the condition of the premises and separate vendors; and correlate these observations with the requirements of the Contract Documents. The Vendor shall promptly report to the Owner conditions observed during such inspection or thereafter that would impede the Vendor's performance of the Work.

§ 3.2.5 If the Vendor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Vendor's notices or requests for information pursuant to Sections 3.2.2, 3.2.3 and 3.2.4, the Vendor shall make Claims as provided in Article 15. If the Vendor fails to perform the obligations of Sections 3.2.2, 3.2.3, or 3.2.4, the Vendor shall pay such costs and damages to the Owner as would have been avoided if the Vendor had performed such obligations.

§ 3.3 SUPERVISION OF THE WORK

§ 3.3.1 The Vendor shall supervise and direct the Work, using the Vendor's best skill and attention. The Vendor shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures of fabrication, shipment, delivery and installation, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 3.3.2 The Vendor shall be responsible to the Owner for acts and omissions of the Vendor's employees, sub-vendors and their agents and employees, and other persons or entities performing or providing portions of the Work to, for or on behalf of, the Vendor or any of its sub-vendors.

§ 3.3.3 The Vendor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition for subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Vendor shall provide and pay for labor, materials, furniture, furnishings and equipment, tools, installation equipment and machinery, delivery, 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 into the Work.

§ 3.4.2 The Vendor shall not make substitutions until after evaluation by the Architect and approval by the Owner.

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

§ 3.5 TAXES

The Vendor shall pay all required sales, consumer, use and similar taxes for the Work provided by the Vendor.

§ 3.6 PERMITS, FEES NOTICES, AND COMPLIANCE WITH LAWS

§ 3.6.1 Unless otherwise provided in the Contract Documents, the Vendor shall secure and pay for permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required as of that date.

§ 3.6.2 The Vendor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.6.3 If the Vendor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Vendor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7 SUPERINTENDENT

The Vendor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project premises during performance of the Work. The superintendent shall represent the Vendor, and communications given to the superintendent shall be as binding as if given to the Vendor.

§ 3.8 VENDOR'S SCHEDULES

§ 3.8.1 The Vendor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Vendor's progress schedule for the Work. The schedule shall not exceed time limits established in the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and the Project, shall be related to the Project and related Work to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.8.2 The Vendor's progress schedule shall indicate dates for commencement and completion of phases of the Work, within the Contract Time, including dates for order placement, fabrication, shipping, delivery and installation. The schedule shall indicate other critical dates, such as deadlines for approval of submittals of colors, finishes, fabrics and other materials. The Vendor shall obtain and submit for the Owner's and the Architect's information written confirmation from sub-vendors of dates of fabrication and delivery.

§ 3.8.3 The Vendor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall 1) be coordinated with the Vendor's progress schedule, and 2) allow the Architect reasonable time to review submittals. If the Vendor fails to submit a submittal schedule, the Vendor shall not be entitled to any increase in Contract Sum or extension of contract completion time based on the time required for review of submittals.

§ 3.8.4 The Vendor shall perform the Work in accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.8.5 The Vendor shall cooperate with the Owner and Architect in coordinating the Vendor's progress schedule with those of separate Vendors and with the requirements of the Owner and Architect. The Vendor shall cooperate in determining mutually acceptable dates and times for delivery, installation and inspection of the Work, and use of services and facilities provided to the Vendor, all to be confirmed in writing within a reasonable time in advance of such dates and times.

§ 3.9 DOCUMENTS FOR THE OWNER'S RECORDS

The Vendor shall maintain for the Owner one copy of the Drawings, Specifications, Addenda and other Modifications, in good order and marked currently to indicate field changes and selections made during performance of the Work, and one copy of approved Shop Drawings, Product Data and similar required submittals. These shall be available to the Architect and shall be delivered to the Owner upon completion of the Work as a record of the Work installed.

§ 3.10 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.10.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Vendor or a sub-vendor to illustrate some portion of the Work.

§ 3.10.2 Product Data are manufacturer's illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Vendor to illustrate materials or equipment for some portion of the Work.

§ 3.10.3 Shop Drawings, Product Data and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Vendor proposes to conform to the information given and the design concept expressed in the Contract Documents. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. The Architect may return without action submittals that are not required by the Contract Documents.

§ 3.10.4 The Vendor shall review for compliance with the Contract Documents, and approve and submit to the Architect, Shop Drawings, Product Data and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submitted schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate vendors.

§ 3.10.5 By submitting Shop Drawings, Product Data and similar submittals, the Vendor represents to the Owner and Architect that the Vendor has (1) reviewed and approved them, and (2) determined and verified materials, field measurements and field installation criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.10.6 The Vendor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data or similar submittals until the respective submittal has been approved by the Architect.

§ 3.10.7 The Work shall be in accordance with approved submittals, except that the Vendor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data or similar submittals unless the Vendor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work or (2) a Modification to the Contract has been approved authorizing the deviation. The Vendor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data or similar submittals by the Architect's approval.

§ 3.10.8 The Vendor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.10.9 Samples, once approved, constitute an express warranty that the goods will conform to the sample.

§ 3.10.10 When professional certification of performance criteria for furniture, furnishings and equipment is required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of such certifications.

§ 3.11 CLEANING UP

§ 3.11.1 The Vendor shall keep the premises and surrounding area free from accumulation of waste materials and other debris created by operations under the Contract. At completion of the Work, the Vendor shall remove waste

materials and other debris created by the Vendor's activities, the Vendor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.11.2 If the Vendor fails to clean up as provided in the Contract Documents, the Owner may do so, and the Owner shall be entitled to reimbursement from the Vendor for the cost thereof.

§ 3.12 INDEMNIFICATION

§ 3.12.1 To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Vendor, a sub-vendor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.12.

§ 3.12.2 In claims against any person or entity indemnified under this Section 3.12 by an employee of the Vendor, a sub-vendor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.12.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Vendor or a sub-vendor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 TITLE AND RISK OF LOSS

§ 4.1 Title to all furniture, furnishings and equipment shall be transferred to the Owner upon acceptance by the Owner pursuant to Section 6.2 or upon payment in full to the Vendor, whichever occurs first.

§ 4.2 The risk of loss, with respect to all furniture, furnishings and equipment provided by the Vendor, shall remain on the Vendor until acceptance by the Owner pursuant to Section 6.2 of the furniture, furnishings and equipment, or designated portion thereof.

§ 4.3 The Owner shall be under no obligation to insure furniture, furnishings or equipment that does not conform to the Contract Documents or that the Owner has rejected. Under such circumstances, the risk of loss shall remain with the Vendor.

ARTICLE 5 DELIVERY AND INSTALLATION

§ 5.1 The Vendor shall make delivery of all furniture, furnishings and equipment in accordance with the Vendor's progress schedule or at a time agreed upon by the Owner and Architect.

§ 5.2 The Vendor shall become fully informed of the conditions relating to delivery, installation and labor under which the Vendor's Work will be performed. The Vendor shall employ the labor, and means and methods of carrying out the Vendor's Work as the conditions require.

§ 5.3 Delivery and installation of all furniture, furnishings and equipment shall be made to the location of the Project, as specified in the Contract Documents. Installation of furniture, furnishings and equipment shall include testing as required by the Contract Documents.

§ 5.4 The Vendor shall consult with the Owner to identify a route to be used within the Project premises from the point of initial delivery at the Project premises to the place of final placement or installation. After its selection, the route shall be made available to the Vendor for delivery of furniture, furnishings and equipment as provided in Section 5.1 and Section 5.2.

§ 5.5 The Vendor shall, within a reasonable time prior to delivery, provide the Owner with schedules for access and arrange for the use of elevators and unloading facilities.

§ 5.6 When the Vendor considers installation of all or a designated portion of the furniture, furnishings or equipment required by the Contract Documents to be complete, the Vendor shall advise the Owner and Architect in writing.

Init.

ARTICLE 6 ACCEPTANCE

§ 6.1 Prior to the tender of delivery by the Vendor, the Owner may conduct a preliminary inspection of the furniture, furnishings and equipment upon delivery for the purpose of verifying the delivery of such furniture, furnishings or equipment, including quantities. Such preliminary inspections shall not constitute acceptance of, taking charge over or control of such furniture, furnishings or equipment. Any defects, damage, deficiencies or nonconformity discovered by the Owner shall be reported to the Vendor.

§ 6.2 Upon completion of installation pursuant to Section 5.6, the Owner, with the assistance of the Architect, shall conduct an acceptance inspection. If the Owner determines that the furniture, furnishings and equipment comply with the requirements of the Contract Documents, the Owner shall notify the Vendor that the furniture, furnishings and equipment have been accepted. If the Owner determines that all or any portion of the furniture, furnishings or equipment do not conform to the requirements of the Contract Documents, the Owner shall reject such nonconforming portion by notifying the Vendor in writing of such rejection.

§ 6.3 If the Owner rejects all or any portion of the delivery, the Owner shall notify the Vendor within a reasonable time, which shall not be more than 30 days after the date of the inspection performed pursuant to Section 6.2. The notice shall include the specific basis for the Owner's rejection.

§ 6.4 If the Owner rejects all or any portion of the delivery, the Owner shall hold the rejected portion for a reasonable time to permit the Vendor to remove it from the Project premises.

§ 6.5 Upon rejection by the Owner, the Vendor shall have 30 days to provide acceptable evidence of arrangements to remedy the basis for rejection. If the Vendor remedies the basis for rejection, the Vendor shall notify the Owner in writing. The Owner shall have an additional period of time to conduct an acceptance inspection of the previously rejected furniture, furnishings or equipment. If the Owner agrees to accept the furniture, furnishings or equipment, the Owner shall so notify the Vendor in writing. If the Owner rejects the tender of such furniture, furnishings or equipment, the Owner shall notify the Vendor within a reasonable time, which shall not be more than 30 days. Such notice shall include the specific basis for rejection. Upon rejection, the Vendor shall remove the rejected furniture, furnishings or equipment from the Project premises.

§ 6.6 If furniture, furnishings or equipment that have been previously accepted are found not to comply with the requirements of the Contract Documents, the Owner shall be entitled to revoke acceptance so long as the Vendor does not suffer actual prejudice by virtue of the Owner's prior acceptance of such furniture, furnishings or equipment. Such revocation of acceptance shall be made by giving prompt notice to the Vendor. In such event, the Vendor shall proceed in accordance with Section 6.5.

§ 6.7 The provisions of this Article 6 do not preclude recovery of damages as provided by law.

ARTICLE 7 WARRANTIES

§ 7.1 The Vendor expressly warrants to the Owner and Architect that the Work complies with the requirements of the Contract Documents. The Vendor further warrants that the Owner shall receive the benefit of standard manufacturer's warranties and guarantees applicable to the Work.

§ 7.2 The Vendor provides to the Owner and Architect all warranties relating to the furniture, furnishings and equipment implied by law, including but not limited to the warranty of merchantability.

§ 7.3 The Vendor acknowledges that no exclusion of or limitation on warranties contained in any proposal, product literature or other submittal shall affect the warranties provided pursuant to Sections 7.1 and 7.2.

ARTICLE 8 PAYMENT

§ 8.1 Before the first application for payment, the Vendor shall submit to the Owner a quotation schedule showing the values allocated to each quotation for portions of the Work. The Vendor's quotation schedule shall be accompanied by a certified statement from the Vendor prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, when approved by the Owner, shall be submitted with each application for payment and shall be used as a basis for reviewing the Vendor's applications for payment.

§ 8.2 When payment is due pursuant to the payment terms of the Agreement, the Vendor shall submit to the Owner an itemized application for payment. Such application shall be notarized, if required by the Contract Documents, and supported by such data substantiating the Vendor's right to payment as the Owner may require, such as copies of bills of lading or requisitions from sub-vendors and equipment suppliers.

ARTICLE 9 ARCHITECT

§ 9.1 GENERAL

The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 9.2 ADMINISTRATION OF THE CONTRACT

§ 9.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during performance of the Work until final payment is due. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 9.2.2 The Architect will assist the Owner in coordinating schedules for fabrication, delivery and installation of the Work, but will not be responsible for failure of the Vendor or a sub-vendor to meet schedules for completion or to perform their respective duties and responsibilities in conformance with such schedules.

§ 9.2.3 The Architect will visit the Project premises at intervals appropriate to the stage of the Vendor's operations, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed; and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous inspections at the Project premises to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the means, methods, techniques, and sequences or procedures of fabrication, shipment, delivery or installation, or for the safety precautions and programs in connection with the Work, since these are solely the Vendor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 9.2.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Vendor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall not have control over, charge of, or responsibility for acts or omissions of the Vendor, sub-vendors, their agents or employees, or any other persons or entities performing portions of the Work.

§ 9.2.5 The Architect has authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the completion time, and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Vendor. The Vendor shall carry out such written orders promptly.

§ 9.2.6 Unless otherwise provided, the Architect's authority shall not extend to the receipt, inspection or acceptance on behalf of the Owner of furniture, furnishings and equipment at the time of their delivery to the Project premises and subsequent installation. The Architect is not authorized to reject nonconforming Work, stop the Work or terminate the Contract.

§ 9.2.7 The Architect may recommend to the Owner rejection of Work that does not conform to the Contract Documents. A recommendation by the Architect made in good faith shall not give rise to a duty or responsibility of the Architect to the Owner, Vendor, sub-vendors, their agents or employees, or other persons or entities performing portions of the Work.

ARTICLE 10 RELATED ACTIVITIES OF OWNER OR OF SEPARATE VENDORS

§ 10.1 OWNER'S RIGHT TO PERFORM RELATED ACTIVITIES AND TO AWARD SEPARATE CONTRACTS

§ 10.1.1 The Owner reserves the right to perform activities 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 activities at the Project premises. If the Vendor claims that such action by the Owner involves delay or additional cost, the Vendor shall make such Claim as provided in Article 15.

§ 10.1.2 When separate contracts are awarded for different portions of the Project or other activities at the Project premises, the term "Vendor" in the Contract Documents in each case shall mean the vendor who executes each separate Owner-Vendor Agreement.

§ 10.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate vendor with the Work of the Vendor, who shall cooperate with them. The Vendor shall participate with other separate vendors and the Owner in reviewing their progress schedules. The Vendor shall make any revisions to the progress schedule deemed necessary after a joint review and mutual agreement. The progress schedules shall then constitute the schedules to be used by the Vendor, separate vendors and the Owner until subsequently revised.

§ 10.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs activities related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Vendor under the Contract, including, without excluding others, those stated in this Article 10, and in Article 3, Article 12 and Article 13 herein.

§ 10.2 MUTUAL RESPONSIBILITY

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

§ 10.2.2 If part of the Vendor's Work depends for proper execution or results upon activities by the Owner or a separate vendor, the Vendor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects resulting from their activities that would impede the Vendor in achieving proper execution and results. If the Vendor fails to report discrepancies or defects reasonably discoverable, it shall be responsible for deficiencies or defects in its Work due to such deficiencies or defects.

§ 10.2.3 The Vendor shall reimburse the Owner for costs the Owner incurs that are payable to a separate vendor because of the Vendor's delays, improperly timed activities or other damage to the Work of a separate vendor. The Owner shall be responsible to the Vendor for costs the Vendor incurs because of the delays, improperly timed activities or damage to the Work caused by a separate vendor.

§ 10.2.4 The Vendor shall promptly remedy damage it wrongfully causes to property of the Owner or separate vendors as provided in Section 12.2.4.

§ 10.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Vendor, separate vendors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and, with the Architect's assistance, allocate the cost among those responsible.

ARTICLE 11 TIME

§ 11.1 DEFINITION OF DAY

The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 11.2 PROGRESS AND COMPLETION

§ 11.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Vendor confirms that the completion date stated in the Contract Documents provides a reasonable period for performing the Work.

§ 11.2.2 The Vendor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the Project premises prior to the effective date of insurance required by Article 13 to be

Init.

furnished by the Vendor and the Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 11.2.3 The Vendor shall proceed expeditiously with adequate forces and shall achieve completion by the mutually agreed upon completion date.

§ 11.3 DELAYS AND EXTENSIONS OF TIME

§ 11.3.1 If the Vendor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes which the Architect determines may justify delay, the completion date shall be extended by mutual agreement between the Owner and the Vendor.

§ 11.3.2 CONFORMANCE TO AGREED-UPON SCHEDULES

§ 11.3.2.1 The Owner shall cooperate and coordinate its activities with the agreed-upon critical dates identified in the Vendor's progress schedule provided under Section 3.8.2.

§ 11.3.2.2 The Owner shall be responsible for costs the Vendor incurs, such as demurrage, warehousing, and storage or delivery charges, that are due to the Owner's failure to conform to the mutually agreed-upon progress schedule for the Work; to the Owner's failure, without justification, to accept delivery or final installation of furniture, furnishings and equipment; or to any other delays for which the Owner is responsible.

§ 11.3.3 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 11.3.4 This Section 11.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 12 PROTECTION OF PERSONS AND PROPERTY

§ 12.1 SAFETY PRECAUTIONS AND PROGRAMS

The Vendor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 12.2 SAFETY OF PERSONS AND PROTECTION OF PROPERTY

§ 12.2.1 The Vendor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials, furniture, furnishings and equipment to be incorporated therein, whether in storage on or off the Project premises, under care, custody or control of the Vendor or sub-vendors; and
- .3 other property at the Project premises or adjacent thereto, including property of the Owner, separate vendors or other persons, whether or not completed or installed.

§ 12.2.2 The Vendor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 12.2.3 When use or storage of flammable, volatile or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Vendor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 12.2.4 The Vendor shall promptly remedy damage and loss to property, other than damage to the Work, caused in whole or in part by the Vendor or anyone directly or indirectly employed by the Vendor, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Vendor.

ARTICLE 13 INSURANCE

§ 13.1 VENDOR'S LIABILITY INSURANCE

§ 13.1.1 The Vendor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Vendor from claims set forth below which may arise out of or result from the Vendor's operations and completed operations under the Contract and for which the Vendor may be legally liable, whether such operations be by the Vendor, by a sub-vendor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Vendor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Vendor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to, or destruction of, tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations;
- .8 Claims involving contractual liability insurance applicable to the Vendor's obligations under Section 3.12.1; and
- .9 Claims for products liability and completed-operations insurance.

§ 13.1.2 The insurance required by Section 13.1.1 shall be written for not less than the limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and with respect to the Contractor's completed operations coverage, until the expiration of the period specified in the Contract Documents.

§ 13.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by Section 13.1.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage including coverage for completed operations shall be submitted with the final application for payment and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 13.1.2. The Vendor shall provide information concerning reduction of coverage on account of revised limits or claims paid under the general aggregate, or both, with reasonable promptness.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 GOVERNING LAW

This Agreement shall be considered to be for sale of goods and shall be governed by the Uniform Commercial Code (UCC) as adopted in the place where the Project is located. The Contract shall be governed by the law of the place where the Project is located, except, that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 9.6.

§ 14.2 SUCCESSORS AND ASSIGNS

The Owner and Vendor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Vendor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.1 **Notice of Claims.** Claims by either party must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.2 **Continuing Contract Performance.** Pending final resolution of a Claim, the Vendor shall proceed diligently with performance of the Contract, and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.3 **Claims for Consequential Damages.** The Vendor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Vendor for principal office expenses, including the compensation of personnel stationed there; for losses of financing, business and reputation; and for loss of profit, except anticipated profit arising directly from the Work. Nothing contained in this Section 15.1.3 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 RESOLUTION OF CLAIMS AND DISPUTES

Claims, including those alleging an error or omission by the Architect, shall be referred initially to the Architect. An initial recommendation in writing by the Architect, followed by negotiation of the parties, shall be required as a condition precedent to mediation, arbitration or litigation of all Claims between the Vendor and Owner arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Architect with no recommendation having been made by the Architect.

§ 15.3 MEDIATION

§ 15.3.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Section 15.1.3, shall, after recommendation by the Architect or 30 days after submission of the Claim to the Architect, be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a demand for arbitration, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

§ 15.4.1 Any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a

written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written consent.

§ 15.4.4.3 The Owner and Vendor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Vendor under this Agreement.

**WEBSTER POLICE STATION
357 MAIN STREET, WEBSTER, MA 01570**

SUPPLEMENTARY CONDITIONS TO AIA DOCUMENT A251

THE GENERAL CONDITIONS:

A. RELATED DOCUMENTS:

The work of this contract shall be subject to The American Institute of Architects Document A251, "General Conditions of the Contract for Furniture, Furnishings, and Equipment", 2003 Edition, herein referred to as the General Conditions, and Supplementary General Conditions, and are hereby made a part of the Contract Bidding Documents and shall apply to all Contractors and Sub-Contractors.

B. AMENDMENTS TO THE GENERAL CONDITIONS:

1. The Supplementary General Conditions include:
 - a. Any and all revisions to, deletions from, replacement of, and additions to portions of the AIA General Conditions.
 - b. Such additional articles beyond the AIA General Conditions as may be included herein.
2. Certain articles of the AIA General Conditions, or portions thereof, are revised by, are deleted, are replaced by, or are supplemented by the requirements of the following Supplementary Conditions. Such revisions, deletions, replacements, or additions shall take precedence over the AIA General Conditions.
3. Where any such Article is revised, deleted, or replaced, the provisions of such Article not so specifically revised, deleted or replaced shall remain in effect.
4. Where any such Article uses the word "Architect" replace with the words "Architect/ Designer".
5. The following paragraphs are numbered in sequence corresponding to those of the General Conditions. Revised paragraphs and clauses have the same numerical designations occurring in the General Conditions. Additions to paragraphs, sub-paragraphs and clauses are numbered in sequence.

ARTICLE 1 - CONTRACT DOCUMENTS:

1.1.3 Add the following words after the word "obligations" in line 7:

of the Sub-contractors, material suppliers, or any other entity for whom the Contractor is responsible under or pursuant to the Contract

1.2 EXECUTION, CORRELATION AND INTENT

1.2.6 Add new paragraph 1.2.6 as follows:

In case of any conflict or inconsistency among the Contract Documents, the Architect/ Designer's decision shall govern. If there is any inconsistency in the Drawings, or between the Drawings and the Specifications, unless otherwise ordered in writing by the Architect/ Designer or the Owner, the Contractor shall provide the better quality of, or the greater quantity of, work or materials.

1.2.7 Add new paragraph 1.2.7 as follows:

**WEBSTER POLICE STATION
357 MAIN STREET, WEBSTER, MA 01570**

Where a typical or representative detail is shown on the Drawings, such detail shall constitute the standard of workmanship and materials throughout corresponding portions of the Work. Where necessary, the Contractor shall adopt such detail for use in said corresponding portions of the Work in a manner that is satisfactory to the Architect/ Designer.

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

1.3.1 Add the following after the first sentence:

Such drawings, specifications, other documents and copies thereof are and shall remain the joint property of the Architect/ Designer and Owner.

ARTICLE 2 - OWNER:

2.5 OWNER'S RIGHT TO STOP WORK

2.5.1 Change paragraph 2.5.1 as follows:

Delete the word "persistently" in line 4.
Add the following at the end of 2.5.1:

The Owner's right to stop the Work shall not relieve the Contractor of any of his responsibilities and obligations under or pursuant to the Contract Documents.

2.7 Add new paragraph 2.7 as follows:

2.7 - Additional Rights

2.7.1 - The rights stated in Article 2 shall be in addition to and not in limitation of any other rights of the Owner granted in the Contract Documents or at law or in equity.

ARTICLE 3 - CONTRACTOR:

3.2 REVIEW OF CONTRACT DOCUMENTS AND INSPECTION OF PREMISES BY CONTRACTOR

3.2.1 Delete paragraph 3.2.1. in its' entirety and substitute with the following:

The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner pursuant to Subparagraph 2.2.2 and 3.2.4 and shall at once report to the Architect/ Designer errors, inconsistencies or omissions discovered, or any variance from applicable laws, statutes, ordinance, building codes, rules, regulations or any lawful orders of any governmental body, or public or quasi-public authority. The Contractor shall not be liable to the Owner or Architect/ Designer for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized or should have recognized such error, inconsistency or omission and knowingly failed to report it to the Architect/Designer. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect/ Designer, the Contractor shall assume responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction. It is, however, the Contractor's responsibility to verify dimensions to ensure proper fit of any furniture which is wrapped by building constructions or millwork. The Contractor must coordinate furniture with millwork elevations and details as necessary.

**WEBSTER POLICE STATION
357 MAIN STREET, WEBSTER, MA 01570**

3.2.3 Add the following to paragraph 3.2.2:

After reporting to the Architect/ Designer any error, inconsistency or omission discovered in the Contract Documents, the Contractor shall not proceed with any work so affected without the Architect's/ Designer's written modifications to the Contract Documents.

3.2.5 Add paragraph 3.2.5

After reporting to the Architect/ Designer any error, inconsistency, or omission it may discover in the Contract Documents, the Contractor shall not proceed with any work so affected without the Architect's/ Designer's written modification to the Contract Documents.

3.2.6 Add paragraph 3.2.6

In the event of conflict between portions of the Contract Documents, Contractor shall ask for and obtain a written decision from the Architect/ Designer as to which method or material will be required.

3.3 SUPERVISION AND PROCEDURES

3.3.1 Add the following to paragraph 3.3.1:

Should the Contractor fail to perform his work to the satisfaction of the Architect/ Designer and Owner, the Architect/ Designer and Owner have the right to order that all work must stop until the work is rectified.

3.3.2 Add the following to the end of subparagraph 3.3.2:

or claiming by, through, or under the Contractor and for any damages, losses, costs, and expenses resulting from such acts or omissions.

3.4 LABOR AND MATERIALS

3.4.3 Add new paragraph 3.4.3 as follows:

The Contractor is encouraged to use local labor where feasible, but not when it is at the expense of poor workmanship and/or higher costs. The Contractor shall not discriminate or permit discrimination in employment or in the award of sub-contracts or in the selection of material supplies in any manner prohibited by the laws and regulations of the United States, the Commonwealth of Massachusetts or the Town of Webster.

3.5 WARRANTY

3.5.1 Add the words "or Owner" after the word "Architect" in line 14.

3.6 TAXES

3.6.1 Delete paragraph 3.6.1 in its entirety and substitute the following:

No amount shall be included in the Bid for The Commonwealth of Massachusetts Sales or Service Taxes or for Federal Excise Tax on materials of supplies purchased for this project.

3.7 PERMITS, FEES AND NOTICES

**WEBSTER POLICE STATION
357 MAIN STREET, WEBSTER, MA 01570**

3.7.1 Fees required by Town for permits will be waived. However applicable permits shall be attained as required.

3.7.3 Delete paragraph 3.7.3 in its entirety.

3.7.4 Delete the words “knowing it to be” in line #1.

3.7.5 Add new paragraph 3.7.5 as follows:

The requirements of sub-paragraphs preceding do not waive the Contractor’s responsibility of complying with the requirements of the contract documents, when such regulations and requirements exceed those of any laws, ordinances, rules, regulations, and orders of any public authority bearing on the work.

3.9 SUPERINTENDENT

3.9.2 Add new paragraph 3.9.2 as follows:

The Project Superintendent shall be satisfactory to the Owner and Architect/ Designer and, once assigned, may not be changed without the prior written approval of the Owner and the Architect/ Designer.

3.9.3 Add new paragraph 3.9.3 as follows:

The Project Superintendent must attend all Project Meetings. That are relevant to the contractor’s work.

3.10 CONTRACTOR’S SCHEDULES

3.10.4 Add to paragraph 3.10.4 as follows:

The Architect/ Designer will inform the Contractor as soon as possible regarding any changes or potential conflicts in the schedule. In any event, it is the Contractors responsibility to conform to the most recent schedule submitted by the Architect/ Designer.

3.14 CLEANING UP

3.14.3 Add new paragraph 3.14.3:

The Contractor shall not utilize disposal receptacles of others without written permission.

3.14.4 Add new paragraph 3.14.4:

The Contractor shall leave all equipment in first class operating condition, free of dust, fingerprints, and smudges.

3.16 ROYALTIES AND PATENTS

3.16.1 Delete paragraph 3.16.1 and substitute with the following:

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss (including, but not limited to, attorneys’ fees and any litigation expenses) unless a particular design, process or the product of a particular manufacturer or manufacturers is specified in the Contract Documents; provided, however, that if the Contractor has reason to believe that the design, process or product

**WEBSTER POLICE STATION
357 MAIN STREET, WEBSTER, MA 01570**

specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Architect/ Designer and Owner.

3.17 INDEMNIFICATION

3.17.1 Delete subparagraph 3.17.1 in its' entirety and substitute the following:

3.17.1 - The Bidder, in contracting for goods, services, materials, labor and the like with the Town of Webster and its respective officers, agents and servants, does hereby agree that the bidder will indemnify and save harmless the Town of Webster, its respective officers, gents and servants from and against any and all claims, damages, losses, litigation expenses, counsel fees and compensation arising out of any injuries (including death) sustained by, or alleged to have been sustained by, the servants, employees or agents of the Town of Webster, or of the bidder or of any participant or spectator, and from injuries (including death) sustained by, or alleged to have been sustained by, the public or any persons on or near the site, or on any other person or damage to property, real or personal, including property of the Town of Webster and their respective officers, agents and servants, caused in whole or in part by the acts or omission of the bidder or any participant or spectator or anyone directly or indirectly employed or working for the bidder while engaged in the activity in the Town of Webster.

- a. Bodily injury, sickness, disease, or death; and/or
- b. Damage to or destruction of real and/or personal property; and/or
- c. Financial losses (including, without limitation, those caused by loss of use) sustained by any person or concern, including officers, employees, agents, subcontractors, materialmen, or servants of the Town, the Board of Education, or the Contractor, or by the public, which is caused or alleged to have been caused in whole or in part by the negligent act(s) or omission(s) of the Contractor, or any Subcontractor, or materialmen, or anyone directly or indirectly employed by them in the performance of this Contract of from the inaccuracy of any representation or warranty contained in the Contract Documents. This indemnity shall not be affected by other portions of the Contract relating to insurance requirements.

3.17.1.2 - To the fullest extent permitted by law, the Contractor shall release, defend, indemnify, and hold harmless the Town of Webster, The Lawrence Associates and their respective boards, commissions, officers, officials, employees, agents, representatives, and servants from any and all suits, claims, damages, costs, (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments that may arise out of the failure of the Contractor, its officers, agents, Subcontractors, materialmen or anyone directly or indirectly employed by them to comply with any laws, statutes, ordinances, building codes, and rules and regulations of the United States of America, The Commonwealth of Massachusetts , the Town of Webster, or their respective agencies. This undertaking shall not be affected by other portions of the Contract relating to insurance requirements.

ARTICLE 4 - ADMINISTRATION OF THE CONTRACT

4.1 ARCHITECT

4.1.2 Delete paragraph 4.1.2 in its entirety and substitute the following:

Duties, responsibilities and limitations of authority of the Architect/Designer as set forth in the Contract Documents shall not be restricted, modified or extended without written agreement of the Owner and Architect. The Contractor shall be notified of such restriction, modification or extension in writing.

**WEBSTER POLICE STATION
357 MAIN STREET, WEBSTER, MA 01570**

4.1.3 Delete the words “against whom the Contractor makes no reasonable objection and”.

4.1.4 Delete the word “arbitration” in line w and substitute with the words “dispute resolution as set forth in Article 4.4.”

4.2 **ARCHITECT’S ADMINISTRATION OF THE CONTRACT**

4.2.1 Add the word “detailed” before the word “administration” in line 1 and substitute the word “made” for the word “due” in line 4.

4.3 **CLAIMS AND DISPUTES**

4.3.2 Delete paragraph 4.3.2 in its entirety and substitute with the following:

Claims shall be referred initially to the Architect/ Designer for action as provided in Paragraph 4.4. A decision by the Architect/ Designer, as provided in sub-paragraph 4.4.4 shall be required as a condition precedent to arbitration, litigation, or other formal method of dispute resolution of a Claim between the Contractor and Owner as to all such matters arising prior to the date final payment is due, regardless of (1) whether such matters relate to execution and progress of the Work or (2) the extent to which the Work has been completed. The decision by the Architect/ Designer in response to a Claim shall not be a condition precedent to arbitration, litigation or other formal method of dispute resolution in the event (1) the position of Architect/ Designer is vacant, (2) the Architect/ Designer has not received evidence or has failed to render a decision within agreed time limits, (3) the Architect/ Designer has failed to take action required under sub-paragraph 4.4.4 within 30 days after the Claim is made, (4) 45 days have passed after the Claim has been referred to the Architect/ Designer or (5) the Claim relates to a mechanic’s lien.

4.3.6 Add the following to the beginning of the first sentence to this paragraph: “Except as in regards to claims relating to hazardous materials which are discussed in Article 4.3.10 . . .”

4.3.7 Add the following to (3) in line 11 after the word Architect/ Designer: but only if evidenced by a Construction Change Directive or Change Order approved by the Owner.

4.3.9 **Injury or Damage to Person or Property.** Delete the number “21” in line 7 and replace with the number “10”.

4.3.10 Add new paragraph 4.3.10 as follows:

The Owner and Architect/ Designer shall bear no responsibility to the Contractor, or sub-contractor(s) for any delay damages claimed to have resulted from activities claimed to relate to the detection, abatement, or handling of hazardous materials known to exist or subsequently discovered upon the premises. The sole remedy of the Contractor under such circumstances shall be an appropriate extension of contract completion time. No damages shall be paid by the Architect/ Designer or Owner, their agents, servants or independent contractors as a result of any such claim.

4.4 **RESOLUTION OF CLAIMS AND DISPUTES**

4.4.4 Add the following after the word “arbitration”, last word, first sentence line 6 - “litigation or such other form of dispute resolution mutually agreed upon in writing by the parties”.

4.4.5 Add new paragraph 4.4.5 as follows:

If an error or omission related to a claim has not been resolved after consideration of steps described in paragraph 4.1 through 4.3, then the parties shall make an additional good faith effort

**WEBSTER POLICE STATION
357 MAIN STREET, WEBSTER, MA 01570**

to resolve the claim through an informal dispute resolution process mutually agreeable to the parties. If the claim is still not capable of resolution within ten days or such other time period that is mutually agreed upon, the parties may proceed to arbitration, litigation, or formal alternate dispute resolution.

4.4.6 Add new paragraph 4.4.6 as follows:

If no form of dispute resolution is mutually agreed upon, no party may compel arbitration, mediation or alternate dispute resolution, and the parties may pursue whatever legal remedies are available to them.

4.5 (4.5.1 - 4.5.7) Delete in its' entirety.

ARTICLE 5 - SUBCONTRACTORS

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Delete the word "after" on the third line and substitute with the words "prior to" award . . .

5.2.3 Delete paragraph 5.2.3 in its entirety and substitute with the following:

If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If no suitable substitute is agreed upon, the Owner will allow the Contractor to withdraw its bid without penalty.

ARTICLE 6 - RELATED ACTIVITIES OF OWNER OR OF SEPARATE CONTRACTORS

6.1.1 Add the word "unreasonable" before the word "delay" in the last sentence, line 7.

6.1.4 Delete paragraph 6.1.4 in its entirety.

6.2 MUTUAL RESPONSIBILITY

6.2.4 Delete the word "wrongfully" on line 1.

ARTICLE 7 - INSTALLATION

Notwithstanding any otherwise applicable provision under Articles 7.2.1 through 7.7.1, the Owner shall not be responsible for any damages suffered by the Contractor, or risks thereof, as a consequence of unanticipated obstacles or other trades that unreasonably impede the Contractor during delivery and installation, the absence of any special equipment or devices for purposes of loading and unloading, or any increased labor costs that affect the Contractor during the course of execution of the contract, or the risk of loss between the date of delivery and final acceptance by the Owner, and Owner makes no representation or warranties relative to the provision of security at the project premises.

7.1 WORKING HOURS AND OVERTIME WORK

7.1.1 Add the following:

The Contractor shall assume responsibility for the coordination of all deliveries by contacting The Lawrence Associates one week in advance with the proposed date and time of delivery. All deliveries will then be coordinated with the schedule of the school at the discretion of The

**WEBSTER POLICE STATION
357 MAIN STREET, WEBSTER, MA 01570**

Lawrence Associates. The Contractor will provide a representative at the time of all deliveries, regardless of carrier, to receive all items and sign the bill of lading.

The Contractor should note that timing is of an essence to complete this project, therefore, it is the responsibility of the Contractor to provide personnel as necessary to complete the project in accordance with the delivery schedule including, but not limited to any necessary overtime costs that may be associated with this project to meet the anticipated schedule.

7.2 DELIVERY AND STAGING FACILITIES

7.2.4 Delete paragraph 7.2.4 in its entirety.

7.3 INSPECTION AND ACCEPTANCE OF WORK

7.3.1 Add the following:

The Contractor shall submit copies of warranties, maintenance and operating manuals within two (2) weeks of installation and definitely before any application for final payment.

The Contractor shall assume responsibility for any changes incurred as the result of delivery past the agreed due date as outlined in this document. (I.e. janitorial fees, furniture rental, etc.)

7.3.2 Add the following:

The Contractor shall not charge the Owner for any restocking costs in the event of items must be returned for any reason. Also, if items that must be returned under warranty, the Contractor shall bear the cost of shipping, both ways and, if necessary, expedited shipment of items that must be replaced immediately.

7.6 LABOR JURISDICTION

7.6.2 Delete paragraph 7.6.2 in its entirety.

7.7 SECURITY

7.7.1 Delete paragraph 7.7.1 in its entirety.

ARTICLE 8 - CHANGES IN THE WORK

8.1 CHANGES

8.1.4 Delete the word "shall" in line 6 and substitute with the word "may".

8.3 CHANGE DIRECTIVES

8.3.3 Delete paragraph 8.3.3 (8.3.3, 8.3.3.1 - 8.3.3.4) and substitute with the following:

If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

1. Unit prices stated in the Contract Documents or subsequently agreed upon.
2. In the absence of unit prices, the mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation, to be determined as follows:

**WEBSTER POLICE STATION
357 MAIN STREET, WEBSTER, MA 01570**

- A. The cost of labor performed and material used by the Contractor with his own forces as listed on certified payrolls.
- B. The cost of Worker's Compensation, Federal Social Security, and The Commonwealth of Massachusetts Unemployment Compensation at established rates.
- C. Actual cost of rental rates for equipment (exclusive on hand tools) employed and used directly on the work as documented to the owner.
- D. Actual additional cost payment and performance bond with invoice from bonding company (no markup).
- E. On work to be performed by a Subcontractor, the Contractor's allowance, for overhead superintendent and profit, is to be ten percent (10%) applied to total cost of Subcontractor's work, labor as listed on payrolls, actual materials cost as documented to the owner, and including his allowance as per paragraph G.
- F. On any changes involving the Contractor, Subcontractor or any Contractor of theirs, their total cost and/or omissions shall be combined as one before the application of the percentage allowed for the Contractor's overhead, superintendent and profit in accordance with paragraph E above.
- G. On work to be performed by a Subcontractor, the Subcontractor's allowance is to be five percent (5%) for his overhead, superintendent and profit applied to paragraphs A, B, and C.
- H. The Contractor, when performing the work under A, B, and C above shall, when requested, promptly furnish in a form satisfactory to the Owner, itemized statements of the cost of the work so ordered, including but not limited to, certified payrolls and copies of accounts, bills and vouchers to substantiate the above estimates.

Or

- 3. as provided in subparagraph 8.3.6.

8.3.6 Delete paragraph 8.3.6 and substitute with the following:

If the Contractor does not respond promptly or disagrees with the method of adjustment in the Contract Sum, the method and adjustment shall be determined by the Architect/ Designer in accordance with paragraph 8.3.3. Under paragraph 8.3.3 the Contractor shall keep and present, in such form as the Architect/ Designer may prescribe, an itemized accounting together with appropriate supporting data.

ARTICLE 9 - TIME

9.2 PROGRESS AND COMPLETION

9.2.1 Delete second sentence only and changes to read as follows:

By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work and that he is capable of properly completing the Work within the Contract Time.

9.3 DELAYS AND EXTENSIONS OF TIME

**WEBSTER POLICE STATION
357 MAIN STREET, WEBSTER, MA 01570**

- 9.3.1** Delete the word “arbitration” on line 7 and substitute with the words “resolution of claims or disputes”.

ARTICLE 10 - PAYMENTS AND COMPLETION

10.3 APPLICATION FOR PAYMENT

- 10.3.1** Add the following:

Payment for materials suitably stored will be made on the condition of receipt of the following from the Contractor with each application on which such payment is being requested:

Submission of Bills of Sale (up to 80% of bid price for each item) and lien waiver in a form suitable to the Owner.

Statement by Contractor that Furniture, Finishes and Equipment in Storage, for which payment is being sought, is protected by insurance coverage for full replacement value with the Town of Webster as beneficiary of the policy.

Statement that payment includes cost of transportation to site and cost of installation in accordance with Contract Documents.

Contractor to itemize daily storage charges separately for Owner’s purposes.

- 10.3.1.3** Add the following:

Costs for temporary storage are a per day charge bid as listed on the bid form. The temporary storage costs are for each category being bid beyond the Scheduled Delivery/ Installation Date listed in the bid form.

Storage is to be located in the Bidder’s warehouse or in a Commercial Warehouse in vicinity of the Bidder’s place of business and to provide for environment and security acceptable to Owner. (No temporary storage trailers are allowed, nor is storage in trailer from manufacturer or shipper). Bidder is responsible for all items stored and payment for all storage fees.

If approved in advance by the Owner, payment of 80% of the Bid Price may be made for furniture, furnishings, or equipment suitably stored off the premises at a location agreed upon in writing. Payment for materials, furniture, furnishings, or equipment stored off the Project premises shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner’s title to such materials, furniture, furnishings, or equipment, or otherwise protect the Owner’s interest, and shall include applicable insurance, storage, and transportation to the Project premises for such materials, furniture, furnishings, and equipment stored off the premises. The Bidder is responsible for delivery and installation to the Project premises of any stored items in accordance with the Contract Documents.

- 10.1.3.4** Add the following:

The bidder agrees to provide in their unit pricing between a minimum of two and a maximum of six delivery / installation trips to the site per manufacturer per installation phase, at no charge to the Owner for delivery of each category being bid. These site visits will include meeting the trucks at the site and verifying delivery of the products ordered as well as installing the items in their proper location and according to the contract documents on the site. In addition, the bidder agrees that the charges for any additional delivery / installation trips to the site are due only to the Owners delays and not due to delivery delays or split shipment of orders. The bidder will try to avoid additional delivery and installation trips to the site when at all possible. Furthermore, the

**WEBSTER POLICE STATION
357 MAIN STREET, WEBSTER, MA 01570**

bidder agrees that the Designer's decisions whether or not the additional delivery trips and installation trip charges are warranted is the final decision.

10.3.3 Delete paragraph 10.3.3 in its' entirety and substitute with the following:

The Contractor warrants that title to all work covered by an Application for Payment, except materials and equipment suitably stored on or off the site, will pass to the Owner no later than the time of payment. However, title to materials and equipment suitably stored on or off site shall not pass to the Owner until such time as said materials and equipment are properly installed by the Contractor even though payment for such materials and equipment may have been previously effected. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. This provision may not be explained, supplemented, or modified by a course of dealing, a usage of trade, a course of performance or other interpretation that may arise out of the commercial context in which this provision is used.

10.3.5 Add new paragraph 10.3.5:

If this Contractor does not deliver to the job site, assemble, and install all furniture, furnishings, and equipment identified in his Contract, or with permission of the Architect/ Designer and Owner provide equivalent items by the Contract due date, the Contractor shall forfeit \$300.00 per day as liquidated damages. Furthermore, if Contractor does not deliver to the warehouse all furniture, furnishings, and equipment identified in his Contract, or with permission of the Architect/ Designer and Owner provide equivalent items by the Contract due date, the Contractor shall forfeit \$300.00 per day as liquidated damages.

10.4 **CERTIFICATES FOR PAYMENT**

10.4.1 Delete paragraph 10.4.1 in its' entirety and substitute with the following:

The Architect/ Designer will, not later than the fifteenth (15th) day of each calendar month, either issue and deliver to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect/ Designer determined is properly due, or notify the Contractor and Owner in writing the Architect's/ Designer's reasons for withholding a Certificate as provided in sub-paragraph 10.5.1.

10.5 **DECISIONS TO WITHHOLD CERTIFICATION**

10.5.1 Delete the word "reasonably" in line 3; delete the words "in the Architect's opinion" in line 15 and 16; delete the word "persistent" in sub-paragraph 10.5.1.7.

10.5.2 Add the following to paragraph 10.5.2:

The Owner shall not be deemed in default by reason of withholding payments while any of the above grounds remain uncured as stated in paragraph 10.5.1.

10.5.3 Add new paragraph 10.5.3 as follows:

No interest is to be allowed or paid by the Owner upon any monies retained under the provisions of this Contract.

**WEBSTER POLICE STATION
357 MAIN STREET, WEBSTER, MA 01570**

10.6 PROGRESS PAYMENTS

10.6.1 Add the following:

Retainage will be a written requirement of the Agreement. Five percent (5%) of the amount due the Contractor will be retained by the Owner until installation is completed satisfactorily. This retainage shall be in addition to amounts due for any incomplete work or any work deemed unsuitable by the Architect/ Designer and Owner.

10.6.7 Add the following to Paragraph 10.6.7, Progress Payments:

No interest is to be allowed or paid by Town of Webster, upon any monies retained under the provisions of this Contract.

10.10 FINAL COMPLETION AND FINAL PAYMENT

10.10.5 Add the following to paragraph 10.10.5:

It is also agreed that no partial payments on account by the Town of Webster nor the presence of the Architect/ Designer, or Inspectors or their supervisors or inspection of work or materials, not the use of parts of the proposed structure shall constitute an acceptance of any part of the work prior to substantial completion as defined in Paragraph 10.8.

ARTICLE 11 - PROTECTION OF PERSONS AND PROPERTY

11.1 SAFETY PRECAUTIONS AND PROGRAMS

11.1.2 Delete the word “arbitration” on line 14 and substitute with the words “dispute resolution”; delete the phrase “or by the arbitration under Article 4” in lines 14 and 15.

11.1.4 Delete paragraph 11.1.4 in its entirety.

11.2 SAFETY OF PERSONS AND PROPERTY

11.2.1.4 Add the following as new subparagraph 11.2.1.4:

the environment, including, without limitation, air, water, land, including wetlands, and other natural resources, and plant and animal life of all types.

11.2.2 Delete paragraph 11.2.2 in its’ entirety and substitute with the following:

The Contractor shall give notices and comply with applicable laws (including, without limitation, the requirements of The Commonwealth of Massachusetts General Statutes relating to toxic substances and the requirements of the Occupational Safety and Health Act and the Construction Safety Act of 1969, as amended, and regulations and standards promulgated thereunder), ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons or property or the environment or their protection from damage, injury, destruction, pollution, or loss. Said laws, ordinances, rules, regulations, standards, and lawful orders are incorporated herein by reference.

11.2.2.1 Add new paragraph 11.2.2.1 as follows:

The Contractor shall be directly responsible for compliance therewith on the part of its agents, employees, materialmen and Subcontractors and shall directly receive and be responsible for all

**WEBSTER POLICE STATION
357 MAIN STREET, WEBSTER, MA 01570**

citations, assessments, fines or penalties which may be incurred by reason of its agents', employees', material men's or subcontractors' failure to comply.

11.2.4 Add the following to paragraph 11.2.4:

The Contractor shall comply fully and require compliance with all applicable laws, including the Commonwealth of Massachusetts General Laws, and the regulations promulgated thereunder, relating to discharge of explosives.

11.2.5 Add the number "11.2.1.4" after the number "11.2.1.3" on lines 4 and 8 and 9.

11.2.7 Delete paragraph 11.2.7 in its' entirety and substitute with the following:

The Contractor shall not load or permit any part of the Construction or site to be loaded so as to endanger the safety of persons or property.

11.2.8 Add new paragraph 11.2.8 as follows:

The Contractor shall be responsible for the adequate strength and safety of all scaffolding, staging and hoisting equipment and for temporary shoring, bracing, and tying.

11.2.9 Add new paragraph 11.2.9 as follows:

The Contractor shall furnish approved hard hats, other personal protective equipment as required, approved first aid supplies, name of first aid attendant and a posted list of emergency facilities.

11.2.10 Add new paragraph 11.2.10 as follows:

The Contractor shall take immediate action to correct any hazardous conditions reported.

11.2.11 Add new paragraph 11.2.11 as follows:

No unauthorized visitors shall be allowed on the work site without permission from the Construction Manager.

11.2.12 Add new 11.2.12 as follows:

The Contractor shall comply with the requirements of the Occupational Safety and Health Act and the Construction Safety Act of 1969, including all standards and regulations which have been promulgated by the governmental authorities which administer such acts; and said requirements, standards and regulations are incorporated herein by reference.

The Contractor shall be directly responsible for compliance therewith on the part of its agents, employees, material men all citations, assessments, fines or penalties which may be incurred by reason of its agents, employees, material men and Subcontractors, to so comply.

The Contractor shall indemnify the Owner and the Architect/ Designer and save them harmless from any and all losses, cost and expenses, including fines and reasonable attorney's fees incurred by the Owner and the Architect/ Designer by reason of the real or alleged violation of such laws, ordinances, regulations and directives, Federal, State, and Local, which are currently in effect or which become effective in the future, by the Contractor, its Subcontractors or material men.

ARTICLE 12 - INSURANCE AND BONDS

12.1 CONTRACTOR'S LIABILITY INSURANCE

**WEBSTER POLICE STATION
357 MAIN STREET, WEBSTER, MA 01570**

12.1.2 - 12.3.10 Delete paragraphs 12.1.2 through 12.3.10 of Article 12 in their entirety and replace with the following:

12.1.2 For the purpose of Article 12: the term “Contractor” shall also include their respective agents, representatives, employees of subcontractors; and the term “Town of Webster” (hereinafter called the “Owner”) shall include their respective boards, commissions, officials, officers, agents, consultants, volunteers, and employees.

12.1.3 The insurance required by Subparagraph 12.1.1 shall be written for not less than limits of liability specified by Subparagraph 11.1.4 or required by applicable federal, state, and/or municipal law, regulation or requirement, whichever coverage is greater. It is agreed that the scope and limits of insurance coverage specified by Subparagraph 12.1.4 are minimum requirements and shall in no way limit or exclude the Owner from additional limits and coverage provided under the Contractor’s policies. Coverage, shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

12.1.4 Minimum Scope and Limits of Insurance:

.1 Commercial General Liability:

\$1,000,000 combined single limit per occurrence.
\$1,000,000 Personal/ Advertising Injury
\$1,000,000 Products/ Completed Operations Aggregate
\$5,000 Medical Payments
\$2,000,000 General Aggregate – General Aggregate to apply on a “per job” basis
\$2,000,000 Owner and Contractor’s Protective Liability – In the name of the Town of Webster

.2 Automobile Liability:

\$1,000,000 combined single limit per occurrence for any auto, including statutory uninsured/underinsured motorists coverage and \$1,000 medical payments.

.3 Umbrella Liability:

\$1,000,000 per occurrence.

.4 Workers’ Compensation:

COVERAGE A/ Workers’ Compensation: statutory limits as required by the Labor Code of the State of The Commonwealth of Massachusetts.

COVERAGE B/ Employer’s Liability: limits of \$100,000 each accident, \$500,000 disease/ policy limit, \$100,000 disease/ each employee.

.5 Automobile Physical Damage:

Collision and comprehensive coverage for any auto used for the purpose of this contract. In lieu of providing this insurance coverage, the Contractor agrees to hold the Owner harmless from and against claims, losses, damages, costs and expenses due to physical damage to said vehicle.

All policies shall include a provision waiving the insurer’s right of subrogation against the Owner and the other “Additional Insureds”.

All policies with the exception of item 4 of this Section 12.1.4 Worker’s Compensation/ Employers Liability, shall name the following as additional insureds with respect to all services provided by the Contractor and any sub-contractors under this agreement:

**WEBSTER POLICE STATION
357 MAIN STREET, WEBSTER, MA 01570**

Town of Webster and shall include the respective boards, their commissions, officials, officers, agents, consultants, volunteers and employees

And any owned, controlled or subsidiary entities under the financial control by active management of them.

(“Additional Insureds”)

All policies required under this section (12.1.4) shall be primary and non-contributory with any insurance carried by the owner and/or the additional insureds.

The Commercial General Liability policies shall contain an endorsement providing that the general aggregate limit shall apply separately to this job.

.6 Personal Property:

“All risk” insurance to cover the value of portions of the Work stored on and off the site, or in transit. The insurance shall cover the value of personal property belonging to the Contractor and others (including but not limited to the personal property of subcontractors) located on the Owner’s property or worksite, while in use or in storage, for the duration of the contract.

12.1.5 Waiver of Subrogation:

The Contractor shall provide that all insurance policies include a waiver of subrogation clause that states that it is agreed that in no event shall the insurance company have any right of recovery against the Owner. When the Contractor is self-insured, it is agreed that in no event shall the Contractor have any right of recovery against the Owner.

12.1.6 Subcontractors:

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

12.1.7 Claims Made Form:

1. If the insurance coverage is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the contract. The certificate of insurance shall state the retroactive date and that the coverage is claims-made. The Contractor shall maintain coverage for the duration of the contract and for the two (2) years following the completion of the contract. Evidence of such coverage shall be provided to the Owner thirty (30) days prior to each expiration.
2. It is also agreed that either the Contractor or Owner may invoke the tail option on behalf of the other party and that any Extended Reporting Period premium shall be paid by the Contractor.

12.1.8 Aggregate Limits:

Any aggregate limits must be declared to and approved by the Owner. It is agreed that the Contractor shall notify the Owner when fifty percent (50%) of the aggregate limits are eroded during the contract term. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. The premium shall be paid by the Contractor.

12.1.9 Deductibles and Self-Insured Retention:

**WEBSTER POLICE STATION
357 MAIN STREET, WEBSTER, MA 01570**

Any deductibles or self-insured retention must be declared to and approved by the Owner. At the option of the Owner, either the insurer shall reduce or eliminate such deductibles or self-insured retention with respect to the Owner; or the Contractor shall procure a bond guaranteeing payment of the losses and related investigations, expenses, claims administration and defense costs. All deductibles or self-insured retention are the sole responsibility of the Contractor to pay and/or to indemnify.

12.1.10 Notice of Cancellation or Nonrenewal:

Each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Owner.

12.1.11 Other Insurance Provisions:

The policies are to contain, or be endorsed to contain, the following provisions:

Liability Coverage:

1. The Town of Webster, The Lawrence Associates, and their respective officers, agents, officials, employees, volunteers, boards, and commissions are to be named as additional insured with respect to liability arising out of activities performed by or in behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner.
2. The Contractor's insurance coverage shall be primary insurance with respect to the Owner. Any insurance or self-insurance maintained by the Owner shall be excess of the Contractor's insurance and shall not contribute with it.
3. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

12.1.12 Acceptability of Insurers:

1. Insurance is to be placed with insurers with a Best's rating of no less than A:VII, or otherwise deemed acceptable by the Town's Risk Manager.
2. Insurance companies must either be licensed to do business in the State of The Commonwealth of Massachusetts, or otherwise deemed acceptable by the Owner's Risk Manager.

12.1.13 Verification of Coverage:

1. The Contractor shall furnish the Owner with certificates of insurance effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Owner before work commences. Renewal of expiring certificates shall be filed thirty (30) days prior to expiration. The Owner reserves the right to require complete, certified copies of all required policies, at any time.

**WEBSTER POLICE STATION
357 MAIN STREET, WEBSTER, MA 01570**

2. One (1) copy of all insurance documents required by this exhibit shall be mailed to the Town's Accountant, the Risk Management Division, and the Owner's Project Manager.

12.1.14 Additional Insurance:

If requested by the Owner after the date of the Owner - Contractor Agreement, the Contractor shall promptly procure, at the Owner's expense, liability insurance in such amounts as the Owner may request insuring against perils not listed in Subparagraph 1.1.1 or Subparagraph 12.1.4.

12.1.15 Failure to Purchase or Maintain Insurance:

1. If the Contractor fails to purchase and maintain or require to be purchased and maintained, the liability insurance specified by Article 12, the failure shall be treated as a default in Work. The Owner may (but shall not be obligated to) purchase such insurance on the Contractor's behalf and shall be entitled to be repaid for any premiums paid therefore by the Contractor in the manner set forth in Paragraph 2.4.
2. If the Owner or the Contractor is damaged by failure of the Contractor to purchase or maintain insurance required under Article 12, the Contractor shall bear all reasonable costs properly attributable thereto.

12.2 OWNER'S INSURANCE

12.2.1 The Owner shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the contract.

12.2.2 The Owner shall be responsible for purchasing and maintaining "all risk" property insurance upon the Work installed at the site the full insurable value, including boiler and machinery. Any loss insured is to be adjusted and settled with the Owner and made payable to the Owner.

12.2.3 The Owner does not agree to waive any rights of subrogation, nor any rights of action against the Contractor in connection with or arising out of any claims or damages which may arise from the operations under the contract.

12.2.4 Add new paragraph as follows:

The Contractor shall increase the principal amount of the performance and labor and materials payments bond (s) in direct proportion to any increase in the value of the Contract resulting from such change orders.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 GOVERNING LAW

14.1.1 Add the following to the end of paragraph 14.1.1:

The work shall comply with all applicable Commonwealth of Massachusetts laws, statutes, ordinances, codes, rules, regulations, or orders during its performance and its completion.

14.4 RIGHTS AND REMEDIES

14.4.3 Add new paragraph 14.4.3 as follows:

**WEBSTER POLICE STATION
357 MAIN STREET, WEBSTER, MA 01570**

No provision contained in the Contract Documents shall create or give to third parties any claim or right of action against the Owner or the Contractor except as specifically provided herein.

14.6 INTEREST

14.6.1 Delete paragraph 14.6.1 in its entirety.

14.8 Add new paragraph 14.8 as follows:

Where required hereunder to effectuate the intent of the Contract Documents, masculine shall mean neuter or feminine and the singular shall mean the plural.

Add the following new Paragraphs:

14.9 CAPTIONS

14.9.1 The captions and headings of various Articles and Paragraphs in the Contract Documents are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

14.10 SEVERABILITY

14.10.1 The invalidity of any covenant, restriction, condition, limitation in any other part or provisions of the Contract Documents shall not impair or affect in any manner the validity, enforceability or effect of the remainder of the Contract Documents.

14.11 Add a new paragraph 14.11 as follows:

In the event of any unavoidable cause beyond the control of the parties, whether natural or man-made, which renders the performance of this contract impossible, the contract shall be terminated. Such occurrences shall include, without limitation, death of the Contractor (in the event that the Contractor is a sole proprietor); destruction of all, or a major portion of the Contractor's equipment; legal order by a court of competent jurisdiction, or referendum barring performance of the contract; war, famine, flood, plague, pestilence, or act of God. Any amounts due to either party by the other as the result of actions taken pursuant to the contract prior to the occurrence which renders performance impossible shall be paid, but no further sums shall be due from either party to the other, by way of damages for the termination of the contract.

14.13 Observations of the Owner, or the Architect/ Designer, or Approval by the Owner or Architect/ Designer shall not relieve the Contractor from its obligations to perform the work in accordance with Contract Documents.

14.14 All work performed shall be performed in a workman-like manner, and all materials used in the course of completing the work shall be of first quality, and no items of inferior quality or manufacturer shall be installed or permitted.

14.15 In the event there are major delays brought about by circumstances beyond the control of the Owner, the Contractor, or various Subcontractors, or Suppliers, a request for time extension will be considered, but under no circumstances will the Owner, as a condition of the contract award, pay for any damages due to such delays.

14.16 No interest on retainage shall be paid by the Owner. The Owner will endeavor to expedite payments required by the contractor for work completed and accepted, except for retainage as defined elsewhere in this document, and subject to the provisions for payment as outlined elsewhere in the Contract Documents.

**WEBSTER POLICE STATION
357 MAIN STREET, WEBSTER, MA 01570**

- 14.17** The Contractor agrees that no materials or equipment furnished or required to perform the work pursuant to the Contract Documents will be purchased under a conditional sales contract or with the use of any security agreement or other vendor's title of lien retention instrument.
- 14.18** The Contractor, for itself and for its Subcontractors, Laborers and Materialmen and all other directly or indirectly acting for, through, or under it, covenants and agrees that in the event, at any time, such Contractors, or Subcontractors, Supplier, Laborer or Material men or any other person or entity directly or indirectly providing materials, services or work for this purpose pursuant to a contract with the Contractor institutes claims or suits for Monies due to damages resulting from the failure of the Contractor to make the payment or perform any other duty required by the Contract as required, once payment for said work has been made to Contractor by the Owner, the Contractor shall hold the Owner free and harmless of any liability thereupon, and shall pay all costs relating to such claim or action incurred by the Owner, in conjunction with defending such action or claim, without limitation, and including any award for damages or indebtedness.
- 14.19** No provisions of the General Conditions shall be construed to relieve the Contractor from sole responsibility: (A) for the care and protection of materials and work installed or stored on the project premises; (B) for the restoration of damaged work and replacement of damaged or stolen materials; (C) as a waiver of the right of the Owner to require fulfillment of all items of the Contract; or (D) the failure of the Contractor to take adequate steps and precautions to protect persons and property as required by the Contract Documents, and including requirements from all standards and regulations which have been promulgated by governmental authorities which administer such acts regulating safety, and all said requirements, standards, and regulations as applicable are incorporated here in by reference.
- 14.20** All freight applicable to this project must be F.O.B., place of destination, with full freight prepaid and allowed to the job site, all at Contractor's expense.
- 14.21** Contractor's obligation to observe or perform the terms and covenants contained in the Contract Documents shall survive the completion of all required work and payment for the same by the Owner.
- 14.22** If any terms or provisions of the Contract Documents shall to any extent be held invalid or unenforceable, the remaining terms and provisions therein shall not be affected thereby, but each term and provision of the Contract Documents shall be valid and be enforced to the fullest extent permitted by law.

All options must include Broad Form Comprehensive General Liability endorsement.
Furthermore, the Owner shall be named as additional insured.

Products and Completed Operations Insurance shall be maintained for a minimum period of two (2) years after final payment. Contractor shall provide evidence of such coverage to Owner on an annual basis during that time.

ARTICLE 15 - TERMINATION OF THE CONTRACT

15.1 TERMINATION BY THE CONTRACTOR

- 15.1.1** Delete the number "30" on line 2 and substitute with the number "60".
- 15.1.2** Delete paragraph 15.1.2 in its entirety and substitute with the following:

**WEBSTER POLICE STATION
357 MAIN STREET, WEBSTER, MA 01570**

If one of the above reasons exists, the Contractor may, upon seven additional days written notice to the Owner and Architect/ Designer, terminate the Contract and recover from the Owner payment for work executed.

15.2.1 Delete paragraph 15.2.1 in its' entirety and substitute with the following:

15.2.1 The Owner may terminate the Contract for any of the following causes:

15.2.1.1 If the Contractor shall institute or consent to proceedings requesting relief or arrangement under the Federal Bankruptcy Act or any similar or applicable federal or state law or if a petition under any federal or state bankruptcy or insolvency law is filed against the Contractor and such petition is not dismissed within sixty (60) days from the date of said filing, or if the Contractor admits in writing his inability to pay his debts generally as they become due, or if he makes a general assignment for the benefit of his creditors, or if a receiver, liquidator, trustee or assignee is appointed on account of his bankruptcy or insolvency; or

15.2.1.2 If a receiver of all or any substantial portion of the Contractor's properties is appointed; or

15.2.1.3 If the Contractor abandons the Works; or

15.2.1.4 If the Contractor fails, except in cases for which extension of time is provided, to prosecute the Work promptly and diligently; or

15.2.1.5 If the Contractor fails or refuses to supply enough properly skilled workers or proper materials for the Work; or

15.2.1.6 If the Contractor submits an Application for Payment, sworn statement, waiver of lien, affidavit or document of any nature whatsoever which is intentionally falsified; or

15.2.1.7 If the Contractor fails to make prompt payment to Subcontractors or for materials or labor or otherwise breaches his obligations under any Subcontract with a Subcontractor; or

15.2.1.8 If a mechanic's or material man's lien or notice of lien is filed against any part of the Work or the site of the Project and not promptly bonded or insured over by the Contractor in a manner satisfactory to the Owner; or

15.2.1.9 If the Contractor disregards any laws, statutes, ordinances, rules, regulations or orders of any governmental body or public or quasi-public authority having jurisdiction of the Work or the site of the Project; or

15.2.1.10 If the Contractor otherwise substantively violates any provisions of the Contract Documents.

15.2.2.1 Delete the semicolon after "Contractor" and add:

and may request that the Contractor remove any part of all of his equipment, machinery, and supplies from the site of the Project within seven (7) days from the date of such request, and in the event of Contractor's failure to do so, may remove or store such equipment, machinery, and supplies at the Contractor's expense.

15.2.4 Delete paragraph 15.2.4 in its' entirety and substitute with the following:

If the unpaid balance of the Contract Sum exceed all costs to the Owner of completing the Work, then the Contractor shall be paid for all Work performed by the Contractor to the date of termination. If such costs to the Owner of completing the Work exceed such unpaid balance, the Contractor shall pay the difference to the Owner immediately upon the Owner's demand. The

**WEBSTER POLICE STATION
357 MAIN STREET, WEBSTER, MA 01570**

costs to the Owner of completing the Work shall include (but not be limited to) the cost of any additional architectural, managerial, and administrative services required thereby, any costs incurred in retaining another contractor or other subcontractors, any additional interest or fees which the Owner must pay by reason of a delay in completion of the Work, attorney's fees and expenses, and any other damages, costs and expenses the Owner may incur by reason of completing the Work or any delay thereof. The amount, if any, to be paid to the Contractor, shall be certified by the Architect/ Designer, upon application, in the manner provided in Paragraph 9.4, and this obligation for payment shall survive the termination of the Contract.

END OF SECTION

**WEBSTER POLICE DEPARTMENT
357 MAIN STREET, WEBSTER, MA 01570**

PROJECT CONDITIONS AND PROCEDURES

- A. Contractor will receive all items at his warehouse or place of business and transport to Project Site at his means. No drop shipping directly to site will be permitted. Furniture, Furnishings, and Equipment Contractor will have personnel available on site to receive and unload furnishings. No Construction, School Department Personnel or Architect/ Designer Personnel will be used to do this.
- B. All items shall be located or placed by the Contractor in accordance with the Architect/ Designer's drawings and/or direction, or the direction of the Owner.
- C. All items shall be fully assembled, erected, fastened, connected, and otherwise prepared for use in accordance with the manufacturer's directions and/or in accordance with the instructions, directions, drawings and/or plans of the Architect/ Designer.
- D. All drawers, drawer slides, doors, hinges, locks, catches, latches, slides, and other moving parts of all items specified herein shall be fully fastened, lubricated, and adjusted for free and proper operation.
- E. All furniture and other items shall be free from defect or fault, hidden or concealed.
- F. All furniture and equipment, after placement, shall be clean, free of dust, packing marks, tape, tape marks, and shall be treated with such oil, polish, or other preparation as recommended by the manufacturer of that item.
- G. All furniture equipped with adjustable glides or leveling devices shall be adjusted such that they are level and true. All furniture and equipment having casters shall be checked to ascertain that such casters are correct for the type of floor surfaces on which they are used and that all casters are lubricated and free wheeling. All height adjustable furniture and equipment is to be installed at the set height at the direction of the Architect/ Designer or Owner. All furniture and equipment having height adjustment devices requiring Allen, Hex-Head, or Set Screw wrenches, or other tools, shall be provided with such tools.
- H. All furniture and equipment having accessories such as drawer dividers, pencil trays, etc., shall have such accessories unfastened from shipping positions and placed as appropriate for their use. All keys for locks shall be taped inside drawers.
- I. Contractor is responsible for clean up of all shipping and packing materials and for cleaning furnishings once installed. No disposal of the above will be allowed at job site. Contractor is responsible for removal of debris from job site.
- J. Contractor will deliver to the Architect/ Designer three (3) copies of all instructions for operating and maintaining furnishing, each copy bound into a three (3) ring binder and clearly labeled and marked.

END OF SECTION



AIA® Document A312™ – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

Town of Webster, MA
c/o Town Hall
350 Main Street
Webster, MA 01570

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description:

(Name and location)

Furniture, Fixtures and Equipment for
New Police Station
357 Main Street
Webster, MA

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name and

Title:

Signature: _____

Name and

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

John F. McAuliffe
c/o Town Hall
350 Main Street
Webster, MA 01570

Init.

AIA Document A312™ – 2010 Performance Bond. The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 13:37:42 on 05/28/2014 under Order No.1416227038_1 which expires on 06/27/2014, and is not for resale.

User Notes:

(1501065793)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any

remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____
(Corporate Seal)

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____

RM #	RM NAME	DESCRIPTION	MANUFACTURER - SERIES	MODEL #	SIZE	Finish and/or Fabric	QTY
07A	Record Archive	Wire Shelving, Starter	Tenssco	RXHS-362496	36"w x 24"d x 96"h	Standard	6
007	Building Supplies	Wire Shelving, Starter	Tenssco	RXHS-361896	18"d x 36"w x 96"h	Standard	2
008	Custodian	Desk Chair, knee, Hi BK, mesh, plastic base, adj arm, fire	National, Mix-It	N15MRF 3		Grade 3 fabric, Shenanigans Mischievous, caster	1
008	Custodian	Desk, left ped, 3/4 ped, BF, lam/metal	National, Waveworks	WW3060DLYLM3	30 x 60	rim profile: softened PVC Sandstone, Pull: Balance, Grommet: G1R, Lock: yes, no wire manager, lam: White tigris 814, Sandstone Edge, Paint group: Sandstone	1
010	Armory	Desk Chair, knee, Hi BK, mesh, plastic base, adj arm, fire	National, Mix-It	N15MRF 3		Grade 3 fabric, Shenanigans Mischievous, caster	1
016	CEMLEC	Wire Shelving, Starter	Tenssco	RXHS-362496	36"w x 24"d x 96"h	Standard	2
017	Mgmt Info/IT Dir	Desk Chair, knee, Hi BK, mesh, plastic base, adj arm, fire	National, Mix-It	N15MRF 3		Grade 3 fabric, Shenanigans Mischievous, caster	1
017	Mgmt Info/IT Dir	Desk shell, lam/metal	National, Waveworks	WW3060DSFLM	30 x 60	rim profile: softened PVC Sandstone, Pull: Balance Grommet: G1L Lock: yes, no wire manager, lam: White tigris 814, Paint group: Sandstone	1
017	Mgmt Info/IT Dir	Corner unit, ext, left, 24d return, lam/metal	National, Waveworks	WW3672CFELLM2		rim profile: softened PVC Sandstone Pull: Balance, Grommet: G1R, Lock: yes, no wire manager, lam: White tigris 814, Sandstone Edge, Paint group: Sandstone	1

017	Mgmt Info/IT Dir	Pedestal, undersurface, BBF, metal	National, Waveworks	WW2315PUBBFM	23d x 15w	pull: Balance, lock: yes, Paint group: Sandstone	1
017	Mgmt Info/IT Dir	Rectangular surface, laminate	National, Waveworks	WW2436WSSL	24d x 36w	rim profile: Softened PVC Sandstone, Grommet: G1C Lock: yes, lam group: White Tigirs 814 with Sandstone Edge	1
017	Mgmt Info/IT Dir	Static C leg	National, Waveworks	CBV2128CL2S	21"h	Platinum Metallic	2
017	Mgmt Info/IT Dir	Lateral file, freestanding, four drawer, metal	National, Waveworks	WW1836LFF4M	18d x 36w	pull: Balance, Lock: yes, Paint group: Sandstone	1
017	Mgmt Info/IT Dir	Counterweight, 4 drawer lateral file	National, Waveworks	WW36CW4M			1
017A	Closet	Wire Shelving, Starter	Tenssco	RXHS-361296	36"w x 12"d x 96"h	Standard	2
019	Bio-Hazard	Wire Shelving, Starter	Tenssco	RXHS-361896	18"d x 36"w x 96"h	Standard	3
020	Medical Supplies	Wire Shelving, Starter	Tenssco	RXHS-361896	18"d x 36"w x 96"h	Standard	3
023	Storage	Wire Shelving, Starter	Tenssco	RXHS-362496	36"w x 24"d x 96"h	Standard	4
025	Bulk Evidence	Stool, knee, mesh, plastic base, adj arm, fire,	National, Mix-it	N15JRYF		Grade 3 fabric, Shenanigans Mischievous, caster	1
025	Bulk Evidence	Wire Shelving, Starter	Tenssco	RXHS-362496	36"w x 24"d x 96"h	Standard	3
026	Small Evidence Storage	Wire Shelving, Starter	Tenssco	RXHS-362496	36"w x 24"d x 96"h	Standard	16
026	Small Evidence Storage	Wire Shelving, Starter	Tenssco	RXHS-361296	36"w x 12"d x 96"h	Standard	2
026	Small Evidence Storage	Wire Shelving, Adder	Tenssco	RXHS-361896	36"w x 18"d x 96"h	Standard	4

028	Canine Office	Wire Shelving, Starter	Tenssco	RXHS-361296	36"w x 12"d x 96"h	Standard	3
029	Storage	Wire Shelving, Starter	Tenssco	RXHS-481896	48"w x 18"d x 96"h	Standard	1
030	First Resp. Equip. Room	Wire Shelving, Starter	Tenssco	RXHS-481896	48"w x 18"d x 96"h	Standard	1
103	Conf/Interview	Side chair, mesh back, black frame, urethane arm, fire	National, Mix-It	N15RRF		Grade 3 fabric, Shenanigans Mischievous	3
103	Conf/Interview	Rectangular surface, laminate	National, Waveworks	WWN2460WSSL	24d x 60w	rim profile: Softened PVC Sandstone, Grommet: no, Top laminate group: Wallaby	1
103	Conf/Interview	U-style base, platinum metallic	National, Conference	CBV2428US	24w x 28d	silver	2
103	Conf/Interview	Undersurface support rail, black	National, Accessories	NAC0248SUR			1
110	Community Training	Lectern, deluxe, wood	National, Universal	10N2746LC2W	27w x 46h	lock: yes Finish: Autumnb cherry, 501 platinum metallic	1
110	Community Training	Traning table, laminate	National, Waveworks	Special NCG71462010 Ref Model WW1872RTFML, Modify width to 66", with NCG71966010 Ref model WW6411MPA9 modesty panel	18"d x 66"w	Rim: Sandstone, Grommet: G1C, Top lamiante group: Wallaby, silver base	16
110	Community Training	Wall Saver Mobile, upholstered square back with arms and casters	National, Tag	N60SCCC		Grade 3 fabric, American Graffiti, caster	56
113	Lunch	Conference top, boat shape, laminate	National, Waveworks	WWN4284RC2L	42"d x 84"w	rim profile: Softened PVC Sandstone, Grommet: no, Top laminate group: Wallaby	1
113	Lunch	Metal T Leg,	National, Conference	B1-29MB		platinum	2
113	Lunch	Wall Saver Mobile, upholstered square back with arms and casters	National, Tag	N60SCCC		Grade 3 fabric, American Graffiti, caster	8

116	Report Writing	Desk Chair, knee, Hi BK, mesh, plastic base, adj arm, fire	National, Mix-It	N15MRF 3		Grade 3 fabric, Shenanigans Mischievous, caster	3
117	Briefing	Traning table, laminate	National, Waveworks	Top: WW1884WSSDL, Support rail: NAC0248SUR, 4 column legs: NAC2802C round	18d x 84w	rim profile: Softened PVC Sandstone, Grommet: no, Top lamiante group: Wallaby, Silver base	3
117	Briefing	Wall Saver Mobile, upholstered square back with arms and casters	National, Tag	N60SCCC		Grade 3 fabric, American Graffiti, caster	9
117	Briefing	Lectern, deluxe, laminate	National, Universal	10N2746LC2L	27w x 46h	lock: yes, Laminate color: Autumn Cherry Platinum Metallic 501	1
118	Evidence Processing	Stool, knee, mesh, plastic base, adj arm, fire,	National, Mix-it	N15JRYF		Grade 3 fabric, Shenanigans, Mischievous, caster	1
121	Conference /Bail	Side chair, mesh back, black frame, urethane arm, fire	National, Mix-It	N15RRF		Grade 3 fabric, Shenanigans, Mischievous	1
121	Conference /Bail	Low back guest chair, armless, jury base, fire	National, Triumph	88X-MRFXCJF		Grade 3 fabric, Shenanigans, Mischievous	2
121	Conference /Bail	Rectangular surface, laminate	National, Waveworks	WWN2460WSSL	24d x 60w	rim profile: Softened Sandstone, Grommet: No, Top laminate group: Wallaby	1
121	Conference /Bail	U-style base, platinum metallic	National, Conference	CBV2428US	24w x 28d	silver	2
121	Conference /Bail	Undersurface support rail, black	National, Accessories	NAC0248SUR			1
130	Records	Lateral File, freestanding, 2 6" drawers for CD storage, 3 lateral file drawers	Herman Miller, Meridian	26-3618-4SSWLT1F9TKCE9ME9ME9MC BB1	18d x 36w	Sandstone	1
130	Records	Lateral file, four drawer	Herman Miller, Meridian	26-3618-4SSWLT1E9MKCE9ME9ME9M CBB1	18d x 36w	Sandstone	5
130	Records	Pedestal, undersurface, BFF, metal	National, Waveworks	WW2315PUBBFM	23d x 15w	pull: Balance, Lock: yes, Paint group: Sandstone	2
130	Records	Stool, knee, mesh, plastic base, adj arm, fire,	National, Mix-it	N15JRYF		Grade 3 fabric, caster, Shenanigans, Mischievous	2

130	Records	Rectangular surface, laminate	National, Waveworks	WWN2448WSSL	24d x 48w	rim profile: Softened PVC Sandstone,Grommet: no, Top laminate group: Wallaby	1
130	Records	U-style base, platinum metallic	National, Conference	CBV2428US	24w x 28d	Platinum	2
130	Records	Undersurface support rail, black	National, Accessories	NAC0248SUR			1
130	Records	Storage Wardrobe, right, FF, metal	National, Waveworks	WW2466VHHR2M	24w x 66h	pull: Balance, Lock: yes, Paint group: Sandstone	1
131A	Dispatch Break	Wall Saver Mobile, upholstered square back with arms and casters	National, Tag	N60SCCC		Grade 3 fabric, American Graffiti, caster	2
131A	Dispatch Break	Rectangular surface, laminate	National, Waveworks	WWN2448WSSL	24d x 48w	rim profile: Softened PVC Sandstone,Grommet: no, Top laminate group: Wallaby	1
131A	Dispatch Break	U-style base, platinum metallic	National, Conference	CBV2428US	24w x 28d	Platinum	2
131A	Dispatch Break	Undersurface support rail, black	National, Accessories	NAC0248SUR			1
201	Recept. Admin Sec.	Reception desk, left, one BBF , wood	National, Waveworks	WW3684DLFW1	36 X 84	rim profile: Softened Wood, Lock: yes, Grommet: G1R, Wood: Autumn Cherry	1
201	Recept. Admin Sec.	Reception return, Right, Wood, BBF	National, Waveworks	WW2448RREFW1	24 X 48	rim profile: Softened Wood, Lock: yes, Grommet: G1L, Wood: Autumn Cherry	1
201	Recept. Admin Sec.	Lateral file, two drawer, wood	National, Waveworks	WW2436LFF2W	24 x 36	rim profile: Softened Wood, Lock: yes, Wood: Autumn Cherry	2
201	Recept. Admin Sec.	Side chairs, Upholstered half back with arms	National, Admire	N55EE		Grade 3 fabric, Boardwalk Aisle	2
201	Recept. Admin Sec.	Desk chair, mid back, upholstered with upholstered arms, leather	National, Remedy	N79BBC		Leather: Showcase, Chestnut 80108, wood finish: Autumn cherry	1
201	Recept. Admin Sec.	Dual Monitor Arm, M/flex for M3 arms, bracket for 2nd monitor, bolt-thru mount,12" high post	Humanscale, M8	MF22B11B12		black with black trim	1

232	Records/Archives	Rectangular surface, laminate	National, Waveworks	WWN3060WSSL	30d x 60w	rim profile: Softened, Sandstone, Grommet: No, Top laminate group: Wallaby	1
232	Records/Archives	U-style base, platinum metallic	National, Conference	CBV2428US	24w x 28d	Platinum	2
232	Records/Archives	Undersurface support rail, black	National, Accessories	NAC0248SUR			1
232	Records/Archives	Wall Saver Mobile, upholstered square back with arms and casters	National, Tag	N60SCCC		Grade 3 fabric, American Graffiti, caster	1
232	Records/Archives	Lateral File, freestanding, four drawer, metal	National, Waveworks	WW1836LFF4M	18d x 36w	standard non-metallic paint: Sandstone	4
202	Chief	Right pedestal desk, BBF	National, Waveworks	WW3684DRFW1	36 X 84	rim profile: Softened Wood, Lock: yes, Grommet: G1L, Pull; Balance, Wood: Autumn Cherry	1
202	Chief	Bridge	National, Waveworks	WW2448BEFW	24 x 48	Rim profile: Softened wood, Grommet: G1C, Wood: Autumn Cherry	1
202	Chief	Left pedestal credenza	National, Waveworks	Top: WW2484WSSW, Lateral file: WW2336LFM2W, Modesty Panel: WW8421MPW, End Panel: WW2421EPW	24 x 84	Rim profile: Softened Wood, Lock: yes, Grommet: G1R, Pull: Balance, Wood: Autumn Cherry	1
202	Chief	High back organizer, glass doors	National, Waveworks	WW8450HBH2GW	84 x 50"h	Autumn Cherry, lock: yes, Pull: Balance	1
202	Chief	Credenza, storage	National, Waveworks	WW2472CSFW	24 x 72	Rim profile: Softened Wood, Grommet: no, Pull: Balance, Finish: Autumn Cherry, lock: yes	1
202	Chief	Conference top, boat, wood, modified width 36"	National, Escalade	ECN4284BTW		Rim profile: Softened Wood, Grommet: no Finish: Autumn cherry	1
202	Chief	Panel base, wood	National, Universal	10N1828PNW P3		Autumn Cherry	2
202	Chief	Conf. chairs, mid back, plastic back/base, sttc urthane arm	National, Eloquence	N85CBC		Grade 3 fabric, Strand Blueberry, casters	6
202	Chief	Side chairs, Upholstered half back with arms	National, Admire	N55EE		Grade 3 fabric, Boardwalk Aisle	2

202	Chief	Desk chair, high back upholstered with upholstered arms, leather	National, Remedy	N79AAC		Leather: Showcase, Chestnut 80108, Autumn Cherry wood finish	1
202	Chief	Tackboard, railroad, accessories	National	NAC6920TBRA	68w x 20h	Grade A - Repetition 3715 Almond	1
202	Chief	Task light, 28 watts, accessories	National	NAC49TLB	49w		1
204	Lieutenant	Rectangular desk, right pedestal with return left, BBF	National, Waveworks	WW8572LLFW	36d x 72w, 24d x 48w	Rim profile: Softened wood, Grommet: G1L in desk, G1R in return, lock: yes, Finish: Autumn Cherry	1
204	Lieutenant	Lateral file, two drawer, wood	National, Waveworks	WW2436LFF2W	24 x 36	rim profile: Softened Wood, Lock: yes, Wood: Autumn Cherry	1
204	Lieutenant	Desk chair, mid back, upholstered with upholstered arms, leather	National, Remedy	N79BBC		Leather: Showcase, Chestnut 80108, wood finish: Autumn cherry	1
204	Lieutenant	Side chairs, Upholstered half back with arms	National, Admire	N55EE		Grade 3 fabric, Boardwalk Aisle	2
205	Lieutenant	Rectangular desk, left pedestal with return right, BBF	National, Waveworks	WW8572LRFW	36d x 72w, 24d x 48w	Rim profile: Softened wood, Grommet: G1R in desk, G1L in return, lock: yes, Finish: Autumn Cherry	1
205	Lieutenant	Lateral file, two drawer, wood	National, Waveworks	WW2436LFF2W	24 x 36	rim profile: Softened Wood, Lock: yes, Wood: Autumn Cherry	1
205	Lieutenant	Desk chair, mid back, upholstered with upholstered arms, leather	National, Remedy	N79BBC		Leather: Showcase, Chestnut 80108, wood finish: Autumn cherry	1
205	Lieutenant	Side chairs, Upholstered half back with arms	National, Admire	N55EE		Grade 3 fabric, Boardwalk Aisle	2
206	Supplies	Wire Shelving, Starter	Tenssco	RXHS-361896	18"d x 36"w x 96"h	Standard	1
210	Reception Waiting	Side chairs, Upholstered half back with arms	National, Admire	N55EE		Grade 3 fabric, Boardwalk Aisle	4
210	Reception Waiting	End table	National, Eloquence	85N2024EN	20 x 24	Rim profile; Softened wood, Finish: Autumn Cherry	1

217	Reserve/Su b-Patrol Office	Desk, left ped, full ped, BBF, Lam/metal	National, Waveworks	WW3066DLFLM1 M	30d x 66w	rim profile: softened PVC, Sandstone, pull: Balanced, grommet: G1R in desk, Lock: Yes, no wire manager, top lam group: White Tigris, paint group: Sandstone	1
217	Reserve/Su b-Patrol Office	Return right, BBF	National, Waveworks	WW2448RREFL2	24 x 48	rim profile: Softened PVC Sandstone, pull: Balance, grommet: G1L Lock: yes, no wire manager, top lam group:White Tigris, paint group: Sandstone	1
217	Reserve/Su b-Patrol Office	Bookcase, open, freestanding, metal	National, Waveworks	WW3642BCOFM	36w x 42h	paint: Sandstone	1
217	Reserve/Su b-Patrol Office	Side chair, mesh back, black frame, urethane arm, fire	National, Mix-It	N15RRF		Grade 3 fabric,Shenanigans, Mischievous	1
217	Reserve/Su b-Patrol Office	Desk Chair, knee, Hi BK, mesh, plastic base, adj arm, fire	National, Mix-It	N15MRF 3		Grade 3 fabric,Boardwalk, Gateway	1
218	Patrol Work Room	Desk Chair, knee, Hi BK, mesh, plastic base, adj arm, fire	National, Mix-It	N15MRF 3		Grade 3 fabric, Shenanigans Mischievous, caster	10
218	Patrol Work Room	Corner unit, ext, left, 24D, return, Lam/metal	National, Waveworks	WW3666CFELLM2		rim profile: Softened Sandstone, pull: Balance, grommet: G1C, no wire manager, top lam group: White Tigris, paint group: Sandstone	4
218	Patrol Work Room	Corner unit, ext, right, 24"d return, lam/metal	National, Waveworks	WW3666CFERLM2		rim profile: Softened Sandstone, pull: Balance, grommet: G1C, no wire manager, top lam group: White Tigris, paint group: Sandstone	5
218	Patrol Work Room	Rectangular surface, laminated	National, Waveworks	WW2436WSSL	24d x 36w	rim profile: softened PVC Sandstone, grommet: G1C, top laminated group; White Tigris	9

218	Patrol Work Room	Undersurface pedetal, Box/Box/File	National, Waveworks	WW2315PUBBFM	23d x 15w	pull: Balance Lock: all keyed differently Paint group: Sandstone	18
218	Patrol Work Room	Divider, t, 3ft/3ft/3ft, polycarbonate	National, Chameleon	45N3654DV333Y		polycarbonate color 501 platinum metallic	3
218	Patrol Work Room	Divider, single, polycarbonate	National, Chameleon	45N3054DVY	30w	polycarbonate color 501 platinum metallic	7
218	Patrol Work Room	Divider, single, polycarbonate	National, Chameleon	45N3654DVY	36w	polycarbonate color 501 platinum metallic	5
218	Patrol Work Room	Wall mount extrusion kit	National, Chameleon	45N54WME		501 Platinum Metallic	4
218	Patrol Work Room	Hinge Kit, pack of 10	National, Chameleon	45NHNG			2
218	Patrol Work Room	Corner stabilization kit	National, Chameleon	45NSCTCNR		501 Platinum Metallic	5
218	Patrol Work Room	Inline stabilization kit	National, Chameleon	45NSTINL			8
218	Patrol Work Room	Desk shell, lam/metal	National, Waveworks	WW3048DSFLM	30d x 48w	rim profile: softened PVC Sandstone, grommet: G1C, top laminat group; White Tigris, paint: Sandstone	1
218	Patrol Work Room	Magna Zone	National Chameleon	45N3614MZ			13
218	Patrol Work Room	Tack Zone	National Chameleon	45N3614TBN		Fabric: Repetition 3715 Almond	13
218	Patrol Work Room	Single divider, polycarbonate	National, Chameleon	45N3654DVY			1
218	Patrol Work Room	Magna Zone	National Chameleon	45N3014MZ			17

218	Patrol Work Room	Tack Zone	National Chameleon	45N3014TBN		Fabric: Repetition 3715 Almond	17
221	Interview	Side chair, mesh back, black frame, urethane arm, fire	National, Mix-It	N15RRF		Grade 3 fabric, Shenanigans Mischievous	3
221	Interview	Rectangular surface, laminate	National, Waveworks	WW2460WSSL	24d x 60w	rim profile: Softened PVC Sandstone, Grommet: no, Top laminate: Wallaby	1
221	Interview	U-style base, platinum metallic	National, Conference	CBV2428US	24w x 28d	Platinum	2
222	Interview	Magazine table, round, wood	National, Pegos	81N3636MGW	36 dia	rim profile: softened edge, Finish: Autumn Cherry	1
222	Interview	Club chair	National, Eloquence	N85LA		Grade 3 fabric, Boardwalk Aisle	2
223	Detectives	Desk Chair, knee, Hi BK, mesh, plastic base, adj arm, fire	National, Mix-It	N15MRF 3		Grade 3 fabric, Shenanigans Mischievous, caster	4
223	Detectives	Corner unit, ext, left, 24d return, lam/metal	National, Waveworks	WW3666CFELLM2		rim profile: Softened Sandstone, pull: Balance, grommet: G1L, no wire manager, top lam group: White Tigris 814 with Sandstone Edge, paint group: Sandstone	2
223	Detectives	Corner unit, ext, right, 24"d return, lam/metal	National, Waveworks	WW3666CFERLM2		rim profile: Softened Sandstone, pull: Balance, grommet: G1R no wire manager, top lam group: White Tigris 814 with Sandstone Edge, paint group: Sandstone	2
223	Detectives	Rectangular surface, laminate	National, Waveworks	WW2436WSSL	24d x 36w	rim profile: softened Sandstone, grommet: G1C, top laminate group: White Tigris 814	4
223	Detectives	Undersurface pedestal, B/B/F, metal	National, Waveworks	WW2315PUBBFM	23d x 15w	pull: Balance Lock: each workstation keyed alike Paint group: Sandstone	4
223	Detectives	Undersurface pedestal, F/F, metal	National, Waveworks	WW2315PUDFFM	23d x 15w	pull: Balance Lock: each workstation keyed alike Paint group: Sandstone	4
223	Detectives	Divider, single, polycarbonate	National, Chameleon	45N3054DVY	30w	polycarbonate; 501 platinum metal	4

223	Detectives	Divider, single, polycarbonate	National, Chameleon	45N3654DVY	36w	polycarbonate color 501 platinum metallic	4
223	Detectives	Wall mount extrusion kit	National, Chameleon	45N54WME		501 Platinum Metallic	4
223	Detectives	Hinge Kit, pack of 10	National, Chameleon	45NHNG			1
223	Detectives	Inline stabilization kit	National, Chameleon	45NSTINL			4
223	Detectives	Magna Zone	National Chameleon	45N3614MZ			4
223	Detectives	Tack Zone	National Chameleon	45N3614TBN		Fabric: Repetition 3715 Almond	4
223	Detectives	Magna Zone	National Chameleon	45N3014MZ			4
223	Detectives	Tack Zone	National Chameleon	45N3014TBN		Fabric: Repetition 3715 Almond	4
224	File Storage	Wire Shelving, Starter	Tenssco	RXHS-362496	36"w x 24"d x 96"h		5
225	AV Enhancement	Desk, left pedestal, full ped, BBF, Lam/metal	National, Waveworks	WW3684DLFLM1	36d x 84w	rim profile: softened PVC Sandstone, pull: Balance, grommet: G1R Lock: yes, no wire manager, top lam group: White Tigirs paint group: Sandstone	1
225	AV Enhancement	Retangular surface, laminate	National, Waveworks	WW2466WSSL	24d x 66w	Rim profile: Softened PVC Sandstone, Grommet: G1L G1R Laminate: White Tigirs	1
225	AV Enhancement	Credenza, shell, lam/metal	National, Waveworks	WW2484CSHFLM	24d x84w	rim profile: Softened PVC Softened, pull: Balance, grommet: G1L, Lock: yes, no wire manager, top lam group: White Tigirs, paint group: Sandstone	1
225	AV Enhancement	Overhead storage, recess door, exhibit mt, metal	National, Waveworks	WW3014SOFTM	30w x 14h	lock: yes, Paint group: Sandstone	2
225	AV Enhancement	Storage Cabinet, Shelf storage, laminate	National, Waveworks	WW3668VSHL	36w x 68h	lock; yes Drawer/door laminate: White Tigris Chassis laminate: White Tigirs	1
225	AV Enhancement	Desk Chair, knee, Hi BK, mesh, plastic base, adj arm, fire	National, Mix-It	N15MRF 3		Grade 3 fabric, Boardwalk Gateway,caster	1
225	AV Enhancement	Undersurface support rail, accessories, black	National	NAC0236SUR		black	1

226	Domestic Advocate	Desk Chair, knee, Hi BK, mesh, plastic base, adj arm, fire	National, Mix-It	N15MRF 3		Grade 3 fabric, Boardwalk Gateway	1
226	Domestic Advocate	Desk, left ped, full ped, BBF, Lam/metal	National, Waveworks	WW3066DLFLM1 M	30d x 66w	rim profile: Softened PVC Sandstone, pull: Balance, grommet: G1R, Lock: yes,no wire manager, top lam group: White Tigris, paint group: Sandstone	1
226	Domestic Advocate	Return, right, full ped, FF, Lam/metal	National, Waveworks	WW2448RREFLM2	24d x 48w	rim profile: Softened PVC Sandstone, pull: Balance, grommet: G1L Lock; yes,no wire manager, top lam group: White Tigris, paint group: Sandstone	1
226	Domestic Advocate	Bookcase, open, freestanding, metal	National, Waveworks	WW3642BCOFM	36w x 42h	paint: Sandstone	1
226	Domestic Advocate	Side chair, mesh back, black frame, urethane arm, fire	National, Mix-It	N15RRF		Grade 3 fabric, Shenanigans, Mischievous	1
227	File Room	Lateral File, freestanding, four drawer, metal	National, Waveworks	WW1836LFF4M	18d x 36w	standard non-metallic paint: Sandstone	6
227	File Room	Undersurface support rail, accessories, black	National	NAC0236SUR		black	1
227	File Room	Rectangular surface, laminate	National, Waveworks	WW2472WSSL	72"w x 24"d	rim profile: softened PVC Sandstone Grommet: G1L, Top laminate: White Tigris 814	1
227	File Room	Column leg, conference, static, metal, platinum	National, Waveworks	CBV2802CS		Platinum	4
228	Detective Supervisor	Left pedestal desk with right return, BBF and FF	National, Waveworks	WW8572LFLM	36d x 72w, 24 x 48	rim profile: Softened PVC Sandstone, pull: Balance, grommet:G1R in desk, G1L in return, lock: yes, no wire manager, top laminate group: White Tigris, paint group: Sandstone	1
228	Detective Supervisor	Lateral file, freestanding, four drawer metal	National, Waveworks	WW1836LFF4M	18d x 36w	pull: Balance, lock: yes, paint group: Sandstone	1
228	Detective Supervisor	4 drawer lateral file, counterweight	National, Waveworks	WW36CW4M			1

228	Detective Supervisor	Desk Chair, knee, Hi BK, mesh, plastic base, adj arm, fire	National, Mix-It	N15MRF 3		Grade 3 fabric, Boardwalk Gateway	1
228	Detective Supervisor	Side chair, mesh back, black frame, urethane arm, fire	National, Mix-It	N15RRF		Grade 3 fabric, Shenanigans, Mischievous	2
230	Sergeant	Desk Chair, knee, Hi BK, mesh, plastic base, adj arm, fire	National, Mix-It	N15MRF 3		Grade 3 fabric, Shenanigans Mischievous, caster	5
230	Sergeant	Corner unit, ext, left, 24d return, lam/metal	National, Waveworks	WW366CFELLM2		rim profile: Softened Sandstone, grommet:G1L, top laminate group: White Tigris	3
230	Sergeant	Corner unit, ext, right, 24d return, lam/metal	National, Waveworks	WW366CFERLM2		rim profile: Softened Sandstone, grommet: no, top laminate group: White Tigris	2
230	Sergeant	Rectangular, surface, laminate	National, Waveworks	WW2436WSSL	24d x 36w	rim profile: Softened Sandstone, grommet: no, top laminate group: White Tigris	5
230	Sergeant	Pedestal, undersurface, box/box/file, metal	National, Waveworks	WW23215PUBBFM	23d x 15w	pull: Balance, lock: yes, keyed separately, paint group: Sandstone	5
230	Sergeant	Divider, t, 3ft/3ft/3ft, polycarbonate	National, Chameleon	45N3654DV333Y		polycarbonate color 501 platinum metallic	1
230	Sergeant	Divider, single, polycarbonate	National, Chameleon	45N3054DVY	30w	polycarbonate color 501 platinum metallic	4
230	Sergeant	Divider, single, polycarbonate	National, Chameleon	45N3654DVY	36w	polycarbonate color 501 platinum metallic	3
230	Sergeant	Wall mount extrusion kit	National, Chameleon	45N54WME		501 Platinum Metallic	3
230	Sergeant	Hinge Kit, pack of 10	National, Chameleon	45NHNG			1
230	Sergeant	Corner stabilization kit	National, Chameleon	45NSCTCNR		501 Platinum Metallic	2
230	Sergeant	Inline stabilization kit	National, Chameleon	45NSTINL			3
230	Sergeant	Magna Zone	National Chameleon	45N3614MZ			7
230	Sergeant	Tack Zone	National Chameleon	45N3614TBN		Fabric: Repetition 3715 Almond	7
230	Sergeant	Magna Zone	National Chameleon	45N3014MZ			7
230	Sergeant	Tack Zone	National Chameleon	45N3014TBN		Fabric: Repetition 3715 Almond	7
231	Deputy Chief	Rectangular desk, right pedestal with return left, BBF	National, Waveworks	WW8572LLFW	36d x 72w, 24d x 48w	Rim profile: Softened Wood, Grommet: G1L in desk, G1R in return, lock: yes Finish: Autumn Cherry	1

231	Deputy Chief	Lateral file, two drawer, wood	National, Waveworks	WW2436LFF2W	24 x 36	Rim profile: Softened wood, Lock: yes, Finish: Autumn Cherry	1
231	Deputy Chief	Desk chair, high back upholstered with upholstered arms, leather	National, Remedy	N79AAC		Leather: Showcase, Chestnut 80108, Autumn Cherry wood finish	1
231	Deputy Chief	Side chairs, Upholstered half back with arms	National, Admire	N55EE		Grade 3 fabric, Boardwalk Aisle	4
231	Deputy Chief	Hutch, wood doors	National, Escalade	ECN3750BCHW	38w x 15d x 50h	Rim profile: Softened wood, Lock: yes, Finish: Autumn Cherry	1
231	Deputy Chief	Round surface, laminate	National, Waveworks	WW36WSRNL	36 dia	rim profile: softened PVC Autumn Cherry, Grommet: no, Top laminate: Autumn Cherry	1
231	Deputy Chief	Disc base, platinum, conference	National	CBV2228DS	22w x 28h	platinum	1
233	Conference Room	Conference top, boat, wood, grommets	National, Escalade	ECN48120BTW	48 x 120	Rim profile: Softened wood, Grommets, G2C, Finish: Autumn Cherry	1
233	Conference Room	Panel base, wood	National, universal	10N1828PNW	18 x 28	Autumn Cherry	3
233	Conference Room	Undersurface, double door, wood	National, Waveworks	WW2324PUHW	23d x 24w	Autumn Cherry	2
233	Conference Room	Rectangular surface, wood	National, Waveworks	WW2448WSSW	24d x 48w	support?, rim profile: softened, grommet: no, finish: Autumn Cherry	1
233	Conference Room	Conf. chairs, high back, sttc urthane arm	National, Eloquence	N85CAC		Grade 3 fabric, Strand Blueberry, casters	10
233	Conference Room	Side chairs, Upholstered half back with arms	National, Admire	N55EE		Grade 3 fabric, Boardwalk Aisle	8

**WEBSTER POLICE STATION
357 MAIN STREET, WEBSTER, MA 01570**

1.01 GENERAL CONDITIONS

AIA Document A201, "General Conditions of the Contract for Construction," 15th Edition, 1997, The American Institute of Architects, Articles 1 through 14 are bound herein and are hereby made a part of the Specifications and shall apply to Contractors and all Subcontractors.

1.02 SUPPLEMENTARY GENERAL CONDITIONS

- a. Certain articles of the AIA General Conditions are revised by, or are replaced by requirements of the following Supplementary Conditions. Such revisions for replacements shall take precedence over the AIA General Conditions.
- b. Where any Article of the AIA General Conditions is supplemented hereby, the AIA provisions of such Article shall remain in effect. All the supplementary provisions shall be considered as added thereto. Where any such article is amended, voided, or superseded thereby, the provisions of such Article not so specifically amended, voided, or superseded shall remain in affect.

AMENDMENT OF ARTICLE 3 - CONTRACTOR

Add the following to Paragraph 3.2, Review of Contract Documents and Field Conditions:

- 3.2.4 After reporting to the Architect any error, inconsistency, or omission it may discover in the Contract Documents, the Contractor shall not proceed with any work so affected without the Architect's written modification to the Drawings and/or Specifications.
- 3.2.5 In the event of conflict between portions of the Contract Documents, Contractor shall ask for written decision from the Architect as to which method or material will be required.

Add the following to Paragraph 3.4, Labor and Materials:

- 3.4.4 The Contractor is encouraged to use local labor where feasible, but not when it is at the expense of poor workmanship and/or higher cost.

Add the following to Paragraph 3.6, Taxes:

- 3.6.2 Under the terms of Regulation 16, referring to Contractors and Subcontractors, issued by the State Tax Commission in administration of the State Sales and Use Tax, to which Bidder is referred, the Contractor may purchase materials or supplies to be consumed in the performance of the Contract without payment of tax and shall not include in his Bid nor charge any use or sales tax thereon.

**WEBSTER POLICE STATION
357 MAIN STREET, WEBSTER, MA 01570**

Revise Paragraph 3.7.1 as follows:

Substitute the words “and pay for the” in the first and second lines, with “a”, the Town of Webster is waiving the permit fee for this project.

Add the following to Paragraph 3.7, Permits, Fees and Notices:

3.7.5 The requirements of Subparagraphs do not waive the Contractor’s responsibility of complying with the requirements of the Contract Documents when such regulations and requirements exceed those of any laws, ordinances, rules, regulations, and orders of any public authority bearing on the work.

Add the following to Paragraph 3.15, Cleaning Up:

3.15.3 No burning of rubbish at the job sight will be permitted. Provision for removal of rubbish will be made by the Contractor at no additional cost to the Town of Webster
Revise Paragraph 3.18, Indemnification, as follows:

Change to read:

3.18.1 The Contractor agrees that it will indemnify and save harmless the said Town of Webster, and its respective officers, agents and servants, and the Architect and its agents and employees, named as co-defendant in any claim or suit and their respective officers, agents and servants, on amount of any and all claims, damages, losses, litigation, expense counsel fees and compensation arising out of injuries (including death) sustained by, or alleged to have been sustained by the servants, employees or agents of the Town of Webster and their respective officers, agents and servants, or of the Contractor or of and Subcontractors or material men, and from injuries (including death) sustained by, or alleged to have been sustained by the public, any or all persons on or near the work, or by any other person, or damage to property, real or personal (including property of the Town of Webster, and their respective officers, agents and servants) caused in whole or in part by the acts or omissions of the Contractor or any Subcontractor or material men or anyone directly or indirectly employed by them while engaged in the performance of any work for and/or in the Town of Webster and its respective contract period specified in the Contract Permit or agreement and the Contractor agrees he will maintain insurance as required hereon.

ARTICLE 7 - CHANGES IN THE WORK

Revise Paragraph 7.2, Change Orders, as follows:

Delete 7.2.2 and Add the following:

**WEBSTER POLICE STATION
357 MAIN STREET, WEBSTER, MA 01570**

7.2.2 If the cost or credit to the Owner results from a change in the work, the value of such cost or credit shall be determined as follows:

- .1 The cost of labor performed and material used by the Contractor with their own forces.
- .2 The cost of Workmen's Compensation, Federal Social Security, and Connecticut Unemployment Compensation in established rates, actual additional cost of payment and performance bonds.
- .3 Actual cost of rental rates for equipment employed and used directly on the work.
- .4 Ten percent (10%) of .1, .2, and .3 above-mentioned for overhead, superintendence and profit; however, if the work to be performed results in a credit to the Owner, no percentage for overhead and profit will apply.
- .5 On work to be performed by a Subcontractor, the Contractor's allowance is to be five percent (5%) applied to a total cost of Subcontractor's work, including Contractor's allowance as per Paragraph 7.
- .6 On any changes involving the Contractor, Subcontractor or any contractor of theirs, their total cost and/or omissions shall be combined as one before the application of the percentage allowed for the Contractor's overhead and profit in accordance with Paragraph .5 above.
- .7 On work to be performed by a Subcontractor, the Subcontractor's allowance is to be five percent (5%) for his overhead and profit applied to Paragraphs .1, .2, and .3 above.
- .8 The Contractor, when performing work under .3 shall, when requested, promptly furnish in a form satisfactory to the Owner, itemized statements of the cost of the work so ordered, including but not limited to, certified payrolls and copies of accounts, bills and vouchers to substantiate the above estimates.

ARTICLE 9 - PAYMENTS AND COMPLETION

Revise Paragraph 9.3, Applications for Payment, as follows:

Change 9.3.1 to read:

- 9.3.1 In order to expedient monthly payments during the course of the project, the Contractor shall review with the Architect a preliminary draft of the aforementioned application for payment to assure agreement with the Contractor before final copies of the application are typed and formally submitted. The Architect shall then review the Contractor's formal application for payment and certify in writing in accordance with Section 9.4, the

**WEBSTER POLICE STATION
357 MAIN STREET, WEBSTER, MA 01570**

total value of work done, including an allowance for the value of material delivered and suitably stored at the site at the time of such estimate. The Owner shall retain five percent (5%) of such estimated value, said retainage to be held by the Owner as part security for the fulfillment of this Contract by the Contractor, and shall monthly pay the Contractor, while carrying in the work, the balance not retained as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of this Contract. Final payment, including the retainage, shall be due within thirty (30) days after completion of the Contract fully performed as determined by the Architect. Town of Webster shall put forth its best effort to make payment within thirty (30) days after delivery of the item or receipt of a properly completed invoice, whichever is later. Payment period shall be net thirty (30) days unless otherwise specified.

Add the following to Paragraph 9.3, Applications for Payment:

9.3.4 Applications for payments shall be submitted in four copies.

Add the following to Paragraph 9.6, Progress Payments:

9.6.8 No interest is to be allowed or paid by the Owner upon any monies retained under the provisions of this Contract.

Add the following to Paragraph 9.10, Final Completion and Final Payment:

9.10.6 It is also agreed that no partial payments on account of the Town of Webster nor the presence of the Architect, or Inspectors or their supervisors or inspection of work or materials, nor the use of parts of the proposed structure shall constitute an acceptance of any part of the work prior to substantial completion as defined in Paragraph 9.8.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

Add the following to Paragraph 10.2, Safety of Persons and Property:

10.2.8 The Contractor shall be responsible for the adequate strength and safety of all scaffolding, staging and hoisting equipment and for temporary shoring, bracing and tying.

10.2.9 The Contractor shall furnish approved hard hats, other personal protective equipment as required, approved first aid supplies, name of first aid attendant and a posted list of emergency facilities.

10.2.10 The Contractor shall take immediate action to correct any hazardous conditions reported.

10.2.11 No unauthorized visitors shall be allowed on the work site without permission from the Superintendent of Schools or his/her designee.

**WEBSTER POLICE STATION
357 MAIN STREET, WEBSTER, MA 01570**

10.2.12 The Contractor shall comply with the requirements of the Occupational Safety Act of 1969, including all standards and regulations which have been promulgated by the governmental authorities which have administered such acts; and said requirements, standards and regulations are incorporated herein by reference.

The Contractor shall be directly responsible for compliance therewith on the part of its agents, employees, material men and all citations, assessments, fines or penalties which may be incurred by reason of its agents, employees, material men and Subcontractors, to so comply.

The Contractor shall indemnify the Owner and the Architect and save them harmless from any and all losses, cost and expenses, including fines and reasonable attorney's fees incurred by Owner and Architect by reason of the real or alleged violation of such laws, ordinances, regulations and directives, Federal, State and Local, which are currently in effect or which have become effective in the future, by the Contractor, its Subcontractors or material suppliers.

ARTICLE 11 - INSURANCE AND BONDS

Revise paragraph 11.1, Contractor's Liability Insurance as follows:

Amend 11.1.1 as follows:

In the fourth line, delete words "set forth below."

In the tenth line, change colon to a period.

Delete items .1 through .7 and add the following:

The Contractor agrees to carry as a minimum the following insurance in such form and with such carriers as are satisfactory to the Owner and will furnish the Owner with Certificates of Insurance in duplicate.

- .1 Statutory Workmen's Compensation Insurance as provided by Massachusetts General Laws.
- .2 Public Liability and Property Damage Insurance, including completed operations, broad form property damage endorsement and Contractor's protective covering acts of Subcontractor's, for all liability assumed under the Owner's Liability and Indemnity Agreement and, where applicable, coverage for use of explosives, for collapse of building and for damage to underground properties and coverage required by any law or municipal ordinance or regulation:

Bodily Injury Liability

\$1,000,000 Each Occurrence

Property Damage Liability

\$1,000,000 Each Occurrence

**WEBSTER POLICE STATION
357 MAIN STREET, WEBSTER, MA 01570**

- .3 Automobile Liability and Property Damage, including coverage for owned, non-owned, hired or borrowed motor vehicles:

Bodily Injury Liability
\$1,000,000 Each Occurrence

Property Damage Liability
\$1,000,000 Each Occurrence

Amend Paragraph 11.2, Owner's Liability Insurance, as follows:

- 11.2.1 The Contractor shall procure, pay for and maintain Owner's and Contractor's Protective Liability Insurance in the following limits, naming the Owner and Architect as insureds:

Bodily Injury Liability
\$1,000,000 Each Occurrence

Property Damage Liability
\$1,000,000 Each Occurrence

Revise Paragraph 11.3, Property Insurance as follows:

Change to read:

- 11.3.1 Builder's Risk Insurance with extended coverage provision at least equal to special extended coverage endorsement, Form Number 758-B, insuring all work in progress and/or all construction materials delivered and stored on the job site shall be provided and paid for by the Owner. The named insureds will be the Owner, Contractor, and Subcontractors as their interests may appear.

All losses defined which are not recoverable by virtue of the \$10,000 deductible clause shall be absorbed by the Contractor. Equipment and tools of the trade are at the risk of the Contractor. Other losses not covered by this policy will be absorbed by the Contractor.

Add the following to Paragraph 11.3.2, Boiler and Machinery Insurance:

The Boiler Insurance Coverage of the Town of Webster does not extend to cover the interest of the Contractor, Subcontractor, or Sub-subcontractor.

END OF SECTION SGC

**WEBSTER POLICE STATION
357 MAIN STREET, WEBSTER, MA 01570**

BID FORM
(Submit in triplicate)

Bid of _____, BIDDER,
(Name of Bidder)

(Address)

Project: Furniture, Fixtures and Equipment for
New Webster Police Department
Webster, MA

Addressed To: Town of Webster/ Webster Police Station

The undersign proposes to furnish all labor, materials and equipment, and to perform all work described in the Contract Bidding Documents for the above-mentioned project in accordance with the Contract Bidding Documents for the amounts shown herein under Schedule of Bids.

In preparing this Bid, we have carefully examined the Bidding Documents for this project and we have reviewed the Furniture Specifications Manual. We understand how to use the bid documents by referencing the Item Code, Location and Quantity on the Bid Summary Sheet and the Furniture Installation Matrix. We accept responsibility to reference the Item Codes to the FF&E floor plan in order to determine location in room and coordination with other products and building conditions. As necessary, we have also reviewed the Construction Documents made available at Construction Market Data and Dodge Reports.

The Bid Documents include the Furniture Specifications Manual and Furniture Installation Plans dated 5/23/14 prepared by The Lawrence Associates.

We acknowledge receiving the following Addenda:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

**WEBSTER POLICE STATION
357 MAIN STREET, WEBSTER, MA 01570**

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

We propose to perform the Work described in the Bidding Documents for the Lump Sum per Category as shown on the attached Bid Summary Sheet.

The Lawrence Associates will provide an installation matrix to each successful bidder prior to installation. This matrix will be organized by room, to easily be referenced to the FF&E floor plans provided in these bid documents. Additional FF&E floor plans will not be provided.

The Contractor by executing this Bid agrees and represents that no person acting for or employed by Town of Webster is directly or indirectly interested in the Bid or proposed Agreement or in the supplies or works to which it relates, or will receive any part of the profit or any commission therefrom in any manner which is unethical or contrary to the best interest of Town of Webster .

The Contractor agrees and warrants that in the performance of this Contract it will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental disorder, mental retardation or physical disability or other basis in any manner prohibited by the laws of the United States or the Commonwealth of Massachusetts.

TEMPORARY STORAGE AND ADDITIONAL INSTALLATION TRIPS DUE TO CONSTRUCTION DELAYS:

In the event of construction delays, the Owner's Project Manager and Architect/Designer will make every reasonable effort to notify the Vendor 30 days prior to scheduled delivery. If notification is less than 30 days, Vendor may be entitled to costs for additional delivery and installation trips to the site. Causes for delay could include elevator access or construction delays.

Storage to be located in Bidder's warehouse or in a Commercial Warehouse in vicinity of Bidder's place of business and to provide for environment and security acceptable to Owner. (No temporary storage trailers are allowed, nor is storage in trailer from manufacturer or shipper). Bidder is responsible for all items stored and payment for all storage fees.

The bidder agrees to provide in their unit pricing between a minimum of two and a maximum of six delivery / installation trips to the site per manufacturer per installation phase, at no charge to the Owner for delivery each category being bid. These site visits will include meeting the trucks at the site and verifying delivery of the products ordered as well as installing the items in their proper location and according to the contract documents on the

**WEBSTER POLICE STATION
357 MAIN STREET, WEBSTER, MA 01570**

site. In addition, the bidder agrees that the charges for any additional delivery / installation trips to the site are due only to the Owners delays and not due to delivery delays or split shipment of orders. The bidder will try to avoid additional delivery and installation trips to the site when at all possible. Furthermore, the bidder agrees that the Architect/ Designer's decisions whether or not the additional delivery trips and installation trip charges are warranted is the final decision.

If approved in advance by the Designer and Owner's Project Manager, payment of 80% of the Bid Price will be made for furniture, furnishings, or equipment suitably stored off the premises at a location agreed upon in writing. Payment for materials, furniture, furnishings, or equipment stored off the Project premises, shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner's Project Manager. The procedure will establish the Owner's Project Manager's title to such materials, furniture, furnishings, or equipment, or otherwise protect the Owner's Project Manager's interest, and shall include applicable insurance, storage, and transportation to the Project premises for such materials, furniture, furnishings, and equipment stored off the premises. The Bidder is responsible for delivery and installation to the Project premises of any stored items in accordance with the Contract Documents.

WARANTIES:

The warranty period for all items will begin once items are installed at site. No exceptions will be allowed.

TIME OF COMPLETION:

It should be NOTED by all bidders that time is of an essence for the completion of this project before the scheduled opening of school. Therefore, it is the responsibility of the bidder to expect and provide for any overtime necessary to complete this project according to the schedule.

Scheduling of work shall be in conformance with Contract Documents. Substantial completion for the Furniture, Furnishings, and Equipment for the entire Project shall be as identified in the Bid Summary Sheet. Any changes to the dates indicated for delivery to site will be provided by the Designer in a timely fashion.

Extension of Time: No waiver.

If the Contractor shall be delayed in the completion of its work by reason of unforeseeable causes beyond its control, and without its fault or negligence, including but not restricted to, acts of God or of the public enemy, acts or neglect of Town of Webster or its Architect and/or Designer, acts or neglect of any other Contractor, delay in relocation of utilities, fires, flood, epidemics, quarantine restrictions, strikes, riots, civil commotion or freight embargoes, the period specified therein for completion of its work may be extended by such time as shall be fixed by the Construction Manager.

**WEBSTER POLICE STATION
357 MAIN STREET, WEBSTER, MA 01570**

1. No such extension of time shall be deemed a waiver by the Owner's Project Manager of its right to terminate the Contract for abandonment or delay by the contractor from full responsibility for performance of his obligations hereunder.
2. It is expressly understood that the Contractor's sole and only remedy for the above causes or conditions shall be an extension of time and it will not be entitled to compensation for any direct or indirect delay damages, idle equipment or loss of productivity.

The furniture and furnishings shall be delivered inside and set-up as indicated on Furniture Installation Matrix in the columns noted. Lead-time of products of each manufacturer shall also be listed on the Bid Summary by Item Sheets in the columns noted.

No furniture, furnishings, or equipment shall be delivered before designated delivery dates. All deliveries, delivery acceptance, installation and coordination shall be the sole responsibility of the Awarded Interior Bidders. Deliveries shall be made between 7:00 am and 5:00 PM Mondays through Fridays, and met by a representative of the Awarded Interior Bidder. Exceptions may be made only with prior approval of the Owner's Project Manager. If shipments arrive outside the above parameters, the shipment will be rejected and redelivery shall be at the Awarded Interior Bidders expense.

The Contractor shall furnish sufficient forces to ensure the execution of work within the schedule. If the installation of the materials is not complete by the date for the completion of work, the Owner's Project Manager will require that all installation work be carried out so as to avoid disturbing normal activities.

The Contractor will not be entitled to additional compensation for extra shifts or overtime.

The utmost care shall be exercised during delivery and installation of all furniture, furnishings, and equipment. Hardboards shall be laid over all finished flooring surfaces, which deliveries will cross. Damage to the building by the Awarded Interior Bidders shall be rectified by payment to the Owner for repair of the damages.

The Awarded Interior Bidders shall tape all keys for locks inside their corresponding drawer.

TERMINATION FOR CONVENIENCE:

The Contractor agrees that Town of Webster may, on five (5) business days notice to the Contractor, terminate this Contract in whole or in part for the convenience of the Owner. Contractor's remedy for termination for convenience is limited to the following:

1. Contractor shall be entitled to be paid pursuant to the prices set forth in the Contract for all work properly performed prior to termination.

**WEBSTER POLICE STATION
357 MAIN STREET, WEBSTER, MA 01570**

2. Partial payment shall be made for any lump sum items of work on the basis of the percentage complete of such items at the time of termination.
3. The Contractor shall be reimbursed for reasonable closeout costs including demobilization and engineering for work not performed.
4. Contractor shall not be entitled to any compensation for loss of anticipated profits or unallocated overhead.

BID ACCEPTANCE:

We agree that this proposal shall not be withdrawn after 90 calendar days of submittal. We understand that the Construction Manager reserves the right to accept any Bid or reject any or all Bids and to waive any informality in the Bidding.

CONTRACT EXECUTION:

Upon notification of acceptance of this proposal, we shall execute a formal contract (AIA Document A175ID, Agreement between Owner and Contractor for Furniture, Furnishings, and Equipment, 2003 Edition) within ten days of the receipt of the agreement for signing.

BIDDER QUALIFICATIONS:

1. The Bidder is required to submit a Certificate of Insurance in amounts and types specified in the Supplementary General Conditions or provide a letter from the Bidder's insurance agent or broker that such insurance is obtainable at the time of execution of the Agreement and that a Certificate of Insurance shall be provided to that effect not later than the date of Contract signing.
2. The Contractor and/or Subcontractor offers and agrees to assign to Town of Webster all rights, titles and interest in all causes of action it may have under Section 4 of the Clayton Act. 15 U.S.C. Section 15, or under Commonwealth of Massachusetts General Statutes, as amended, arising out of the purchase of services, property, or intangibles of any kind pursuant to the Agreement, or Subcontracts thereunder. This assignment shall be made and become effective at the time Town of Webster awards or accepts such Agreement, without further acknowledgment by the parties. In the alternative, at the option of Town of Webster, the Contractor and/or Subcontractor agrees to pay to Town of Webster its proportionate share of recoveries for anti-trust violations, which relate to purchases pursuant to this Contract, or Subcontracts hereunder. The Contractor and/or Subcontractor agree promptly to notify Town of Webster and The Lawrence Associates of suspected anti-trust violations and claims.

ENCLOSURES:

Included with this proposal are:

**WEBSTER POLICE STATION
357 MAIN STREET, WEBSTER, MA 01570**

1. Bid security in the amount of ten percent (10%) of the Total of all pages of the Bid Recapitulation Forms (Bid Bond or certified check). With our completed Bid Bond document AIA A310.
2. Completed Bid Summary Sheets

Firm Name:

Address:

Telephone:

Fax:

By:

Title:

(Name Typed)

Signature:

Date:

The Bidder is a/an (individual) (partnership) (corporation). Names and titles of other officers or partners are:

(For corporation give State of incorporation and affix corporate seal).

Westbury Police Station
 May 20, 2014

Category	Model #	Description	Manufacturer	Qty	Cost	Ext. Cost
Office Furniture						
	10N1828PNW	Panel base, wood	National, universal	5	\$ -	\$ -
	10N2746LC2L	Lectern, deluxe, laminate	National, Universal	1	\$ -	\$ -
	10N2746LC2W	Lectern, deluxe, wood	National, Universal	1	\$ -	\$ -
	45N3014MZ	Magna Zone	National Chameleon	28	\$ -	\$ -
	45N3014TBN	Tack Zone	National Chameleon	28	\$ -	\$ -
	45N3054DVY	Divider, single, polycarbonate	National, Chameleon	15	\$ -	\$ -
	45N3614MZ	Magna Zone	National Chameleon	24	\$ -	\$ -
	45N3614TBN	Tack Zone	National Chameleon	24	\$ -	\$ -
	45N3654DV333Y	Divider, t, 3ft/3ft/3ft, polycarbonate	National, Chameleon	4	\$ -	\$ -
	45N3654DVY	Divider, single, polycarbonate	National, Chameleon	13	\$ -	\$ -
	45N54WME	Wall mount extrusion kit	National, Chameleon	11	\$ -	\$ -
	45NHNG	Hinge Kit, pack of 10	National, Chameleon	4	\$ -	\$ -
	45NSCTCNR	Corner stabilization kit	National, Chameleon	7	\$ -	\$ -
	45NSTINL	Inline stabilization kit	National, Chameleon	15	\$ -	\$ -
	81N3636MGW	Magazine table, round, wood	National, Pegos	1	\$ -	\$ -
	85N2024EN	End table	National, Eloquence	1	\$ -	\$ -

	88X-MRFXCJF	Low back guest chair, armless, jury base, fire	National, Triumph	2	\$	-	\$	-
	B1-29MB	Metal T Leg,	National, Conference	2	\$	-	\$	-
	CBV2128CL2S	Static C leg	National, Waveworks	2	\$	-	\$	-
	CBV2228DS	Disc base, platinum, conference	National	1	\$	-	\$	-
	CBV2428US	U-style base, platinum metallic	National, Conference	12	\$	-	\$	-
	CBV2802CS	Column leg, conference, static, metal, platinum	National, Waveworks	4	\$	-	\$	-
	ECN3750BCHW	Hutch, wood doors	National, Escalade	1	\$	-	\$	-
	ECN4284BTW	Conference top, boat, wood, modified width 36"	National, Escalade	1	\$	-	\$	-
	ECN48120BTW	Conference top, boat, wood, grommets	National, Escalade	1	\$	-	\$	-
	MF22B11B12	Dual Monitor Arm, M/flex for M3 arms, bracket for 2nd monitor, bolt-thru mount, 12" high post	Humanscale, M8	1	\$	-	\$	-
	N15JRYF	Stool, knee, mesh, plastic base, adj arm, fire,	National, Mix-it	4	\$	-	\$	-
	N15MRF 3	Desk Chair, knee, Hi BK, mesh, plastic base, adj arm, fire	National, Mix-It	29	\$	-	\$	-
	N15RRF	Side chair, mesh back, black frame, urethane arm, fire	National, Mix-It	11	\$	-	\$	-
	N55EE	Side chairs, Upholstered half back with arms	National, Admire	24	\$	-	\$	-
	N60SCCC	Wall Saver Mobile, upholstered square back with arms and casters	National, Tag	76	\$	-	\$	-
	N79AAC	Desk chair, high back upholstered with upholstered arms, leather	National, Remedy	2	\$	-	\$	-

Westbury Police Station

May 20, 2014

	N79BBC	Desk chair, mid back, upholstered with upholstered arms, leather	National, Remedy	3	\$	-	\$	-
	N85CBC	Conf. chairs, mid back, sttc urthane arm	National, Eloquence	6	\$	-	\$	-
	N85CAC	Conf. chairs, high back, sttc urthane arm	National, Eloquence	10	\$	-	\$	-
	N85LA	Club chair	National, Eloquence	2	\$	-	\$	-
	NAC0236SUR	Undersurface support rail, accessories, black	National	7	\$	-	\$	-
	NAC49TLB	Task light, 28 watts, accessories	National	1	\$	-	\$	-
	NAC6920TBRA	Tackboard, railroad, accessories	National	1	\$	-	\$	-
	Special NCG71462010	Traning table, laminate	National, Waveworks	16	\$	-	\$	-
	Special NCG71966010	Modesty Panel	National, Waveworks	16	\$	-	\$	-
	WW1884WSSDL	Training table top	National, Waveworks	3	\$	-	\$	-
	NAC0248SUR	Support Rail	National, Waveworks	3	\$	-	\$	-
	NAC2802C	Round column legs	National, Waveworks	12	\$	-	\$	-
	WW1836LFF4M	Lateral file, freestanding, four drawer, metal	National, Waveworks	12	\$	-	\$	-
	WW2315PUBBFM	Pedestal, undersurface, BBF, metal	National, Waveworks	25	\$	-	\$	-
	WW2315PUDFFM	Undersurface pedestal, F/F, metal	National, Waveworks	9	\$	-	\$	-
	WW2324PUHW	Undersurface, double door, wood	National, Waveworks	2	\$	-	\$	-
	WW2436LFF2W	Lateral file, two drawer, wood	National, Waveworks	5	\$	-	\$	-
	WW2436WSSL	Rectangular surface, laminate	National, Waveworks	19	\$	-	\$	-

Schedule of Values

Page 3 of 6

	WW2448BEFW	Bridge	National, Waveworks	1	\$	-	\$	-
	WW2448RREFL2	Return right, BBF	National, Waveworks	1	\$	-	\$	-
	WW2448RREFLM2	Return, right, full ped, FF, Lam/metal	National, Waveworks	1	\$	-	\$	-
	WW2448RREFW1	Reception return, Right, Wood, BBF	National, Waveworks	1	\$	-	\$	-
	WW2448WSSW	Rectangular surface, wood	National, Waveworks	1	\$	-	\$	-
	WW2460WSSL	Rectangular surface, laminate	National, Waveworks	1	\$	-	\$	-
	WW2466VHHR2M	Storage Wardrobe, right, FF, metal	National, Waveworks	1	\$	-	\$	-
	WW2466WSSL	Retangular surface, laminate	National, Waveworks	1	\$	-	\$	-
	WW2472CSFW	Credenza, storage	National, Waveworks	1	\$	-	\$	-
	WW2472WSSL	Rectangular surface, laminate	National, Waveworks	1	\$	-	\$	-
	WW2484CSHFLM	Credenza, shell, lam/metal	National, Waveworks	1	\$	-	\$	-
	WW3014SOFTM	Overhead storage, recess door, exhibit mt, metal	National, Waveworks	2	\$	-	\$	-
	WW3048DSFLM	Desk shell, lam/metal	National, Waveworks	1	\$	-	\$	-
	WW3060DLYLM3	Desk, left ped, 3/4 ped, BF, lam/metal	National, Waveworks	1	\$	-	\$	-
	WW3060DSFLM	Desk shell, lam/metal	National, Waveworks	1	\$	-	\$	-
	WW3066DLFLM1 M	Desk, left ped, full ped, BBF, Lam/metal	National, Waveworks	2	\$	-	\$	-
	WW3642BCOFM	Bookcase, open, freestanding, metal	National, Waveworks	2	\$	-	\$	-
	WW3666CFELLM2	Corner unit, ext, left, 24D, return, Lam/metal	National, Waveworks	16	\$	-	\$	-

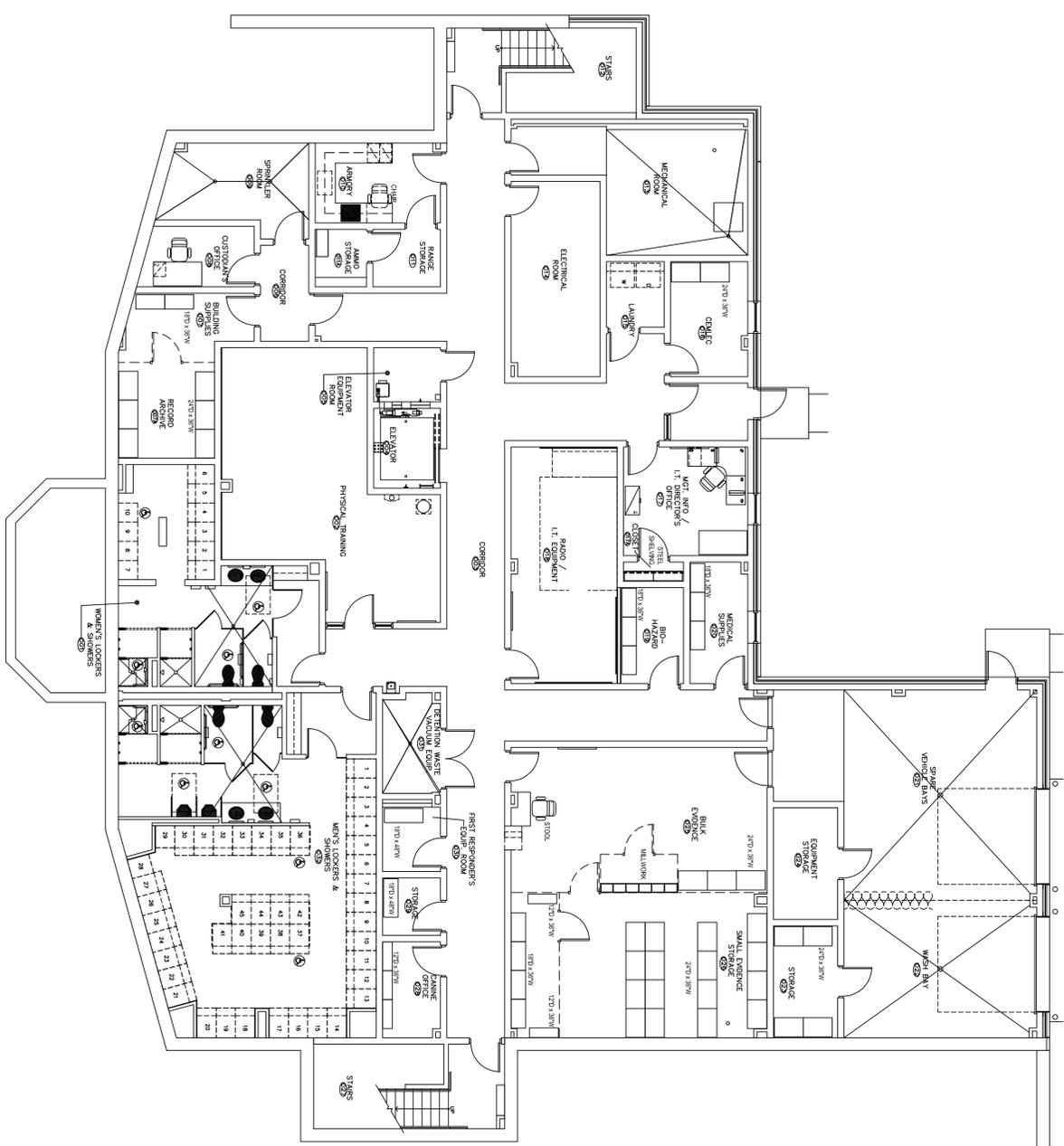
Westbury Police Station

May 20, 2014

	WW3668VSHL	Storage Cabinet, Shelf storage, laminate	National, Waveworks	1	\$ -	\$ -
	WW366CFERLM2	Corner unit, ext, right, 24d return, lam/metal	National, Waveworks	2	\$ -	\$ -
	WW3672CFELLM2	Corner unit, ext, left, 24d return, lam/metal	National, Waveworks	1	\$ -	\$ -
	WW3684DLFLM1	Desk, left pedestal, full ped, BBF, Lam/metal	National, Waveworks	1	\$ -	\$ -
	WW3684DLFW1	Desk, left, one BBF , wood	National, Waveworks	1	\$ -	\$ -
	WW3684DRFW1	Right pedestal desk, BBF	National, Waveworks	1	\$ -	\$ -
	WW36CW4M	Counterweight, 4 drawer lateral file	National, Waveworks	2	\$ -	\$ -
	WW36WSRNL	Round surface, laminate	National, Waveworks	1	\$ -	\$ -
	WW8450HBH2GW	High back organizer, glass doors	National, Waveworks	1	\$ -	\$ -
	WW8572LFLM	Left pedestal desk with right return, BBF and FF	National, Waveworks	1	\$ -	\$ -
	WW8572LLFW	Rectangular desk, right pedestal with return left, BBF	National, Waveworks	2	\$ -	\$ -
	WW8572LRFW	Rectangular desk, left pedestal with return right, BBF	National, Waveworks	1	\$ -	\$ -
	WWN2448WSSL	Rectangular surface, laminate	National, Waveworks	2	\$ -	\$ -
	WWN2460WSSL	Rectangular surface, laminate	National, Waveworks	2	\$ -	\$ -
	WWN3060WSSL	Rectangular surface, laminate	National, Waveworks	1	\$ -	\$ -
	WWN4284RC2L	Conference top, boat shape,laminate	National, Waveworks	1	\$ -	\$ -
	WW2484WSSW	Credenza Top	National, Waveworks	1	\$ -	\$ -
	WW2336LFM2W	Lateral file	National, Waveworks	1	\$ -	\$ -
	WW8421MPW	Modesty Panel	National, Waveworks	1	\$ -	\$ -

Westbury Police Station
 May 20, 2014

	WW2421EPW	End Panel	National, Waveworks	2	\$ -	\$ -
Storage						
	26-3618-4SSWLT1E9MKCE9ME9ME9MCBB1	Lateral file, four drawer	Herman Miller, Meridian	5	\$ -	\$ -
	26-3618-4SSWLT1F9TKCE9ME9ME9MCBB1	Lateral File, freestanding, 2 6" drawers for CD storage, 3 lateral file drawers	Herman Miller, Meridian	1	\$ -	\$ -
Shelving						
	RXHS-361296	Wire Shelving	Tenssco	7	\$ -	\$ -
	RXHS-361896	Wire Shelving	Tenssco	13	\$ -	\$ -
	RXHS-362496	Wire Shelving	Tenssco	36	\$ -	\$ -
	RXHS-481896	Wire Shelving	Tenssco	2	\$ -	\$ -
					Total	\$ -



THE LAWRENCE ASSOCIATES
 ARCHITECTS / PLANNERS, P.C.
 1075 TOLLAND TURNPIKE, MANCHESTER, CT 06042
 FAX: (860) 643-4373 (860) 643-2161

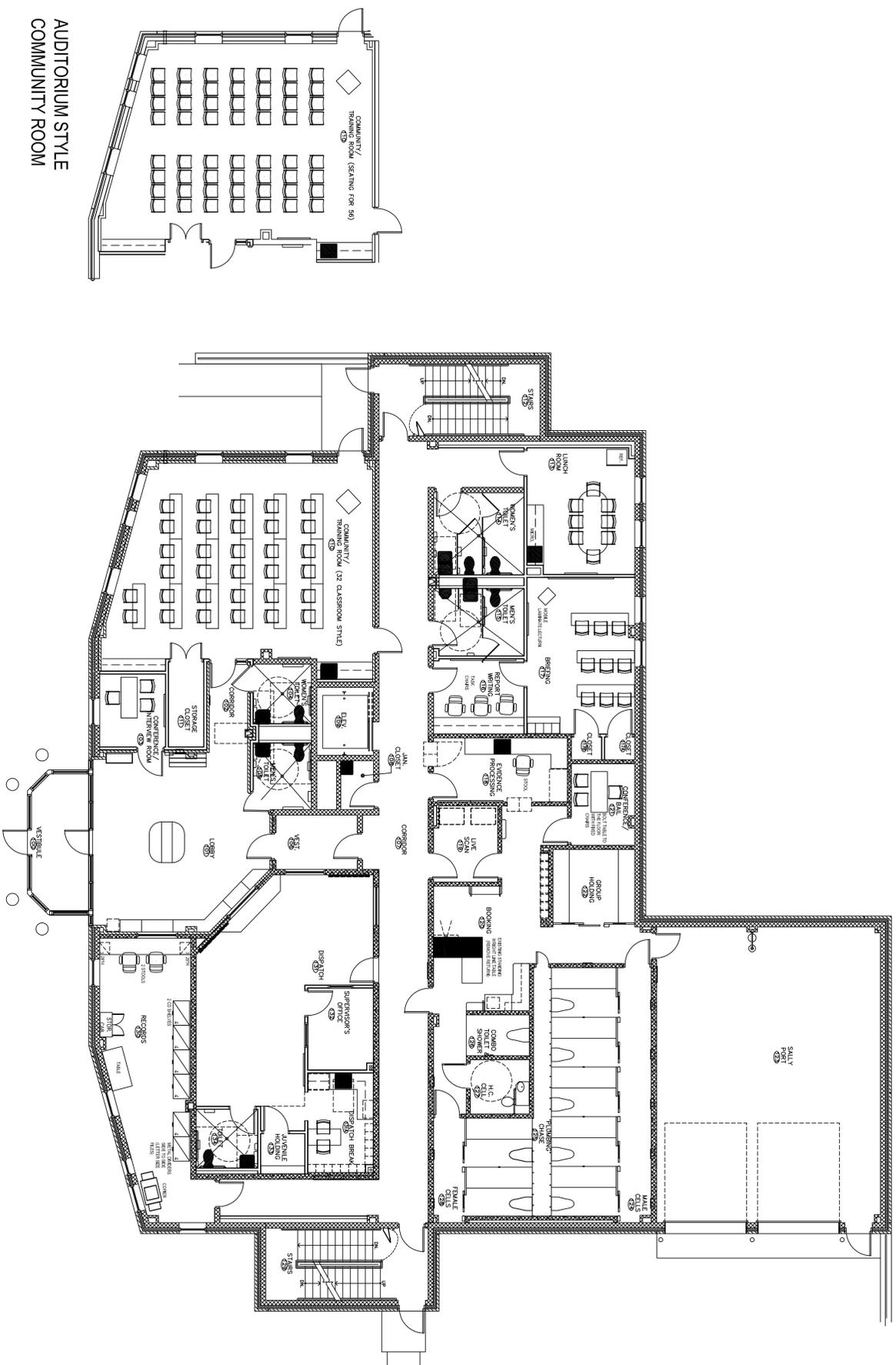
WEBSTER POLICE STATION
 357 MAIN STREET
 WEBSTER, MA

REVISIONS		NO.	BY	DATE	DESCRIPTION
-	-	-	-	-	-

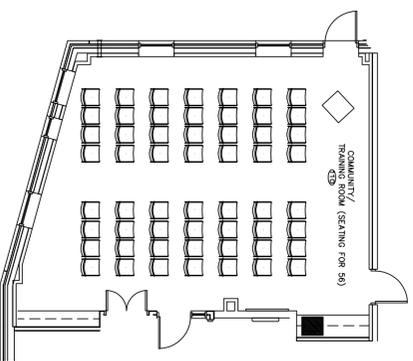
Basement
Furniture Plan

SCALE: $\frac{1}{8}'' = 1'-0''$
 DATE: 5/23/14

1.1



AUDITORIUM STYLE
COMMUNITY ROOM



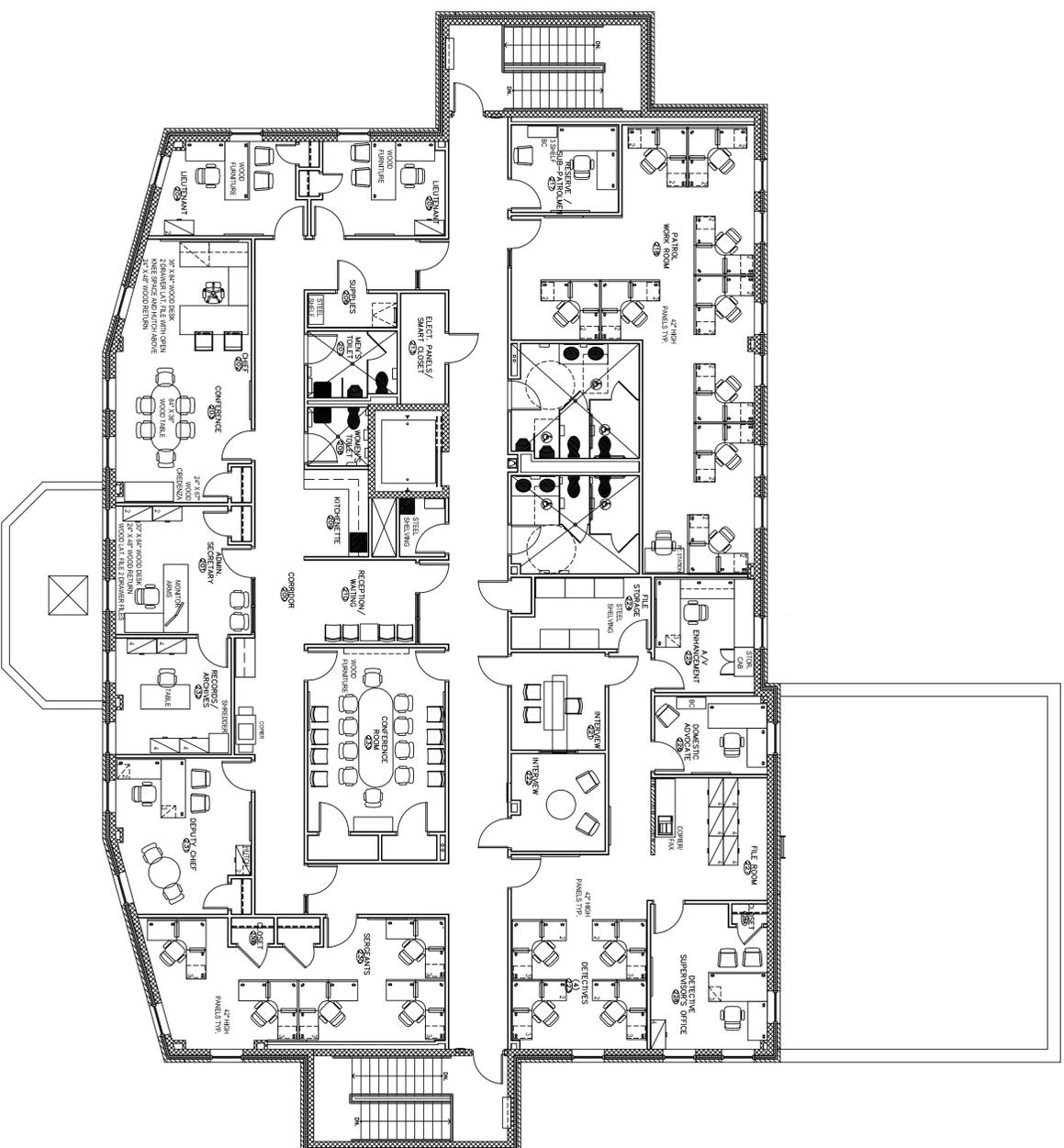
THE LAWRENCE ASSOCIATES
 ARCHITECTS / PLANNERS, P.C.
 1075 TOLLAND TURNPIKE, MANCHESTER, CT 06042
 FAX: (860) 643-4373 (860) 643-2161

WEBSTER POLICE STATION
 357 MAIN STREET
 WEBSTER, MA

REVISIONS		NO.	BY	DATE	DESCRIPTION
-	-	-	-	-	-
-	-	-	-	-	-

1st Floor
Furniture Plan

SCALE: 1/8" = 1'0"
 DATE: 5/23/14



REVISIONS		NO. BY	DATE	DESCRIPTION
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-

2nd Floor
Furniture Plan

SCALE: 1/8" = 1'0"
DATE: 5/23/14

WEBSTER POLICE STATION
357 MAIN STREET
WEBSTER, MA

THE LAWRENCE ASSOCIATES
ARCHITECTS / PLANNERS, P.C.
1075 TOLLAND TURNPIKE, MANCHESTER, CT 06042
FAX: (860) 643-4373 (860) 643-2161