FINANCE COMMITTEE
JANUARY 16, 2019

7:00 pm

ROLL CALL

PUBLIC COMMENT

COMMUNICATIONS

From: Dan Kooker, Purchasing Manager
Re: Construction Manager Services Contract for 201 Main Street – Performing Arts Center ("PAC") (Value: $TBD); Department: 183 Economic Development; Fund: Bond

From: Dan Kooker, Purchasing Manager
Re: Architectural Manager Services Contract for 201 Main Street – Performing Arts Center ("PAC") (Value: $TBD); Department: 183 Economic Development; Fund: Bond

From: Dan Kooker, Purchasing Manager
Re: Purchase of One (1) Rear Load Packer – Trash Truck (Value: $276,254); Department: 168, Solid Waste; Fund: Trust; Activity: CERF

From: Dan Kooker, Purchasing Manager
Re: Purchase of One (1) Front Loader and One (1) Side Loader – Solid Waste Vehicles (Value: $637,421); Department: 168 Solid Waste; Fund: Bond; Activity: CERF

UNFINISHED BUSINESS – None

NEW BUSINESS – None

RECORD OF EXPENDITURES

GENERAL DISCUSSION

PUBLIC COMMENT

REMARKS BY THE ALDERMEN

POSSIBLE NON-PUBLIC SESSION

ADJOURNMENT
January 10, 2019
Memo #19-113

TO: MAYOR DONCHESS
FINANCE COMMITTEE

SUBJECT: CONSTRUCTION MANAGER SERVICES CONTRACT FOR 201 MAIN STREET – PERFORMING ARTS CENTER ("PAC") (VALUE: $TBD) DEPARTMENT: 183 ECONOMIC DEVELOPMENT; FUND: BOND

Please see attached communication from Tim Cummings, Director of Economic Development dated January 9, 2019 for the information related to this purchase.

Pursuant to § 5-78 Major purchases (greater than $10,000) A. All supplies and contractual services, except as otherwise provided herein, when the estimated cost thereof shall exceed $10,000 shall be purchased by formal, written contract from the lowest responsible bidder, after due notice inviting bids.

The Director of Economic Development and the Purchasing Department recommend approval of this contract in an amount of $TBD to Harvey Construction of Bedford, NH.

Respectfully,

Dan Kookan
Purchasing Manager

Cc: T Cummings J Graziano
To: J. Donchess, Mayor  
From: Tim Cummings, Economic Development Director  
Date: January 9, 2019  

Re: Construction Manager Services Contract

Request
The Office Economic Development requests approval to contract with Harvey Construction for construction management services for the creation of a Performing Arts Center (“PAC”) at 201 Main Street in an amount to be determined later based will be based on the formula as outlined and shall not exceed 2.9% of the GMP.

Background
As you may be aware the city passed a bond for $15.5M for the purposes of creating a Performing Arts Center (“PAC”) at 201 Main Street. Additionally, the City of Nashua put together a Steering Committee of various stakeholders to help advise with the development of this project. At this time, the PAC Steering Committee recommends we procure the services of Harvey Construction for their Construction Management services. By way of background, an RFQ went out for Construction Management services this past summer and the city received approximately 10 proposals from qualified respondents. The PAC Steering Committee decided to interview 4 firms of which 3 invitations were accepted. After reviewing the various proposals, interviewing various entities and doing a plethora of due diligence the steering committee recommended to the Mayor and Board of Aldermen that Harvey Construction’s services be procured. Harvey has executed many building projects on behalf of the city and is uniquely qualified having constructed performing art centers and theater in New Hampshire recently.

Recommendation
The Office of Economic Development recommends approval of the contract to Harvey Construction.
General Conditions of the Contract for Construction

For the following PROJECT: Performing Arts Center, 201 Main Street, Nashua NH

OWNER: The City of Nashua
229 Main Street, Nashua, NH

ARCHITECT: ICON Architecture Inc.
101 Summer Street, Boston, MA 02110

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 Contractor (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. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect and agreed to in writing by the Owner. Unless specifically enumerated in the Agreement, the Contract Documents include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor’s bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT
The Contract Documents form the Contract for Construction. 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 Contractor and the Architect or the Architect’s consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect’s consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect’s duties.

§ 1.1.3 THE WORK
The term “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT
The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 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.

§ 1.1.6 THE SPECIFICATIONS
The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 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.

§ 1.1.8 INITIAL DECISION MAKER
The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 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 Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required 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 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION
Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION
In the interest of brevity the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE
§ 1.5.1 The Architect and the Architect’s consultants shall be deemed the authors of their respective Instruments of Service, including the Drawings and Specifications., The Contractor, Subcontractors, Sub-subcontractors, and material or equipment 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.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment 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 Contractor, Subcontractors, Sub-subcontractors, and material or equipment 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.

§ 1.6 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
§ 2.1.1 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 4.2.1, the Architect does not have such authority. The term “Owner” means the Owner or the Owner’s authorized representative.
§ 2.1.2 The Owner shall furnish to the Contractor within thirty days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic’s lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner’s interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER’S RIGHT TO STOP THE WORK
If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER’S RIGHT TO CARRY OUT THE WORK
If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner’s expenses and compensation for the Architect’s additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall promptly pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor 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 Contractor shall be lawfully licensed, if required in the
jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term “Contractor” means the Contractor or the Contractor’s authorized representative.

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

§ 3.1.3 The Contractor 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 Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR
§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor’s review is made in the Contractor’s capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor 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 Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor’s notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES
§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect.
§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor’s employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.
§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS
§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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

§ 3.5 WARRANTY
The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor’s warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES
The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS
§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other 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 at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor 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.

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

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor’s cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the
reasons. If either party disputes the Architect’s determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES
§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,
  .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
  .2 Contractor’s costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
  .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor’s costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT
§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner’s consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR’S CONSTRUCTION SCHEDULES
§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner’s and Architect’s information a Contractor’s construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor 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 unreasonably be delayed or withheld. The submittal schedule shall (1) be
coordinated with the Contractor’s construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE
The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES
§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

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

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

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples 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 submittal 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 contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction 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.

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

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect’s approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor 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 Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect’s approval thereof.
§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples 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.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor’s responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional’s written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE
The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING
§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor’s consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP
§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor’s tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK
The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.
§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS
The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION
§ 3.18.1 To the fullest extent permitted by law the Contractor 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 Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers’ compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT
§ 4.1 GENERAL
§ 4.1.1 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.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT
§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner’s representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, 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 on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor’s rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.
§ 4.2.3 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 Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION
Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect’s consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect’s evaluations of the Contractor’s Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor’s submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect’s action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect’s professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect’s review of the Contractor’s submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect’s review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect’s approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect’s responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.
§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect’s decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect’s response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS
§ 5.1 DEFINITIONS
§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term “Subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term “Subcontractor” does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term “Sub-subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK
§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 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 the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor’s Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS
By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities,
including the responsibility for safety of the Subcontractor’s Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS
§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

1. assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

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

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor’s rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor’s compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor’s obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
§ 6.1 OWNER’S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS
§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner’s own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term “Contractor” in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

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

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations 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 Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.
§ 6.2 MUTUAL RESPONSIBILITY
§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP
If a dispute arises among the Contractor, separate contractors 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 the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK
§ 7.1 GENERAL
§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS
§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:
   .1 The change in the Work;
   .2 The amount of the adjustment, if any, in the Contract Sum; and
   .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES
§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 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 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
   .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
   .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
   .4 As provided in Section 7.3.7.

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

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor’s agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor’s agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:
   .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers’ compensation insurance;
   .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
   .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
   .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
   .5 Additional costs of supervision and field office personnel directly attributable to the change.

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

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect’s professional judgment, to be reasonably justified. The Architect’s interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.
§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK
The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME
§ 8.1 DEFINITIONS
§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION
§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME
§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor’s control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

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

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION
§ 9.1 CONTRACT SUM
The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES
Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as
the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor’s Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT
§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor’s right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner’s title to such materials and equipment or otherwise protect the Owner’s interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. 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.

§ 9.4 CERTIFICATES FOR PAYMENT
§ 9.4.1 The Architect will, within seven days after receipt of the Contractor’s Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect’s reasons for withholding certification in whole or in part as provided in Section 9.5.1.

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

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect’s opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect’s opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

1. defective Work not remedied;
2. third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
3. failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
4. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
5. damage to the Owner or a separate contractor;
6. reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
7. repeated failure to carry out the Work in accordance with the Contract Documents.

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

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor’s portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.
§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT
Intentionally Omitted.

§ 9.8 SUBSTANTIAL COMPLETION
§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor’s list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect’s inspection discloses any item, whether or not included on the Contractor’s list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE
§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.
§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT
§ 9.10.1 Upon receipt of the Contractor’s written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect’s knowledge, information and belief, and on the basis of the Architect’s on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect’s final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor’s being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner’s property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days’ prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys’ fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY
§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS
The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.
§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

1. employees on the Work and other persons who may be affected thereby;
2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor’s Subcontractors or Sub-subcontractors; and
3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor 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.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

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

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, 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 Contractor. The foregoing obligations of the Contractor are in addition to the Contractor’s obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor’s organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor’s superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

10.2.7.1 It is the Contractor’s responsibility to initiate and maintain safety training and compliance programs that meet or exceed OSHA standards and all applicable Federal, State and local safety health and environmental regulations. The Owner maintains the right to inspect the work site to determine if conditions exist that could reasonably be expected to cause death, serious physical harm or will compromise the safety and health of the Owner; including visitors and contractor’s employees and sub-employees. If such conditions exist, the Owner has the right to suspend work if deemed unsafe.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death
to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor’s written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor’s reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect’s consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor’s fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner’s fault or negligence.

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

§ 10.4 EMERGENCIES
In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor’s discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS
§ 11.1 CONTRACTOR’S LIABILITY INSURANCE
§ 11.1.1 The Contractor 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 Contractor from claims set forth below which may arise out of or as a result from the Contractor’s activities and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or 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 that are applicable to the Work to be performed;

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.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor'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; and
.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than 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 for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner 10 days 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 this Section 11.1 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 as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

Contractor shall carry and maintain in effect during the performance of services under this contract:

Comprehensive or Commercial General Liability insurance which shall include contractual, XCU, products and completed operations liability coverages. Bodily injury and property damage with combined single limits of not less than $1,000,000 per occurrence; and if written on an aggregate basis, $2,000,000 aggregate limit – include per project aggregate endorsement. The Owner must be named as an additional insured;

- Commercial Automobile Liability insurance endorsed for “any auto” with combined single limits of liability of not less than $1,000,000 each occurrence. The owner must be named as an additional insured;

- And Workers' Compensation insurance in compliance with the State of New Hampshire statutes, $100,000/$500,000/$100,000.

None of the requirements as to types and limits to be maintained by Contractor are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this contract. The Owner shall not maintain any insurance on behalf of Contractor. Subcontractors are subject to the same insurance requirements as Contractor and it shall be the Contractor's responsibility to ensure compliance of this requirement.
The parties agree that Contractor shall have the status of and shall perform all work under this contract as an independent contractor, maintaining control over all its consultants, sub consultants, contractors, or subcontractors. The only contractual relationship created by this contract is between the Owner and Contractor, and nothing in this contract shall create any contractual relationship between the Owner and Contractor’s consultants, sub consultants, contractors, or subcontractors. The parties also agree that Contractor is not the Owner’s employee and that there shall be no:

(1) Withholding of income taxes by the Owner;
(2) Industrial insurance coverage provided by the Owner;
(3) Participation in group insurance plans which may be available to employees of the Owner;
(4) Participation or contributions by either the independent contractor or the Owner to the public employee’s retirement system;
(5) Accumulation of vacation leave or sick leave provided by the Owner;
(6) Unemployment compensation coverage provided by the Owner.

- All deductibles and self-insured retentions shall be fully disclosed in the certificate(s) of insurance.
- If aggregate limits of less than $2,000,000 are imposed on bodily injury and property damage, Contractor must maintain umbrella liability insurance of at least $1,000,000. All aggregates must be fully disclosed on the required certificate of insurance.
- The specified insurance requirements do not relieve Contractor of its responsibilities or limit the amount of its liability to the Owner or other persons, and Contractor is encouraged to purchase such additional insurance, as it deems necessary.
- The insurance provided herein is primary, and no insurance held or owned by the Owner shall be called upon to contribute to a loss.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect’s consultants as additional insureds for claims caused in whole or in part by the Contractor’s negligent acts or omissions during the Contractor’s operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor’s negligent acts or omissions during the Contractor’s completed operations.

§ 11.2 OWNER’S LIABILITY INSURANCE
The Owner shall be responsible for purchasing and maintaining the Owner’s usual liability insurance.

§ 11.3 PROPERTY INSURANCE
§ 11.3.1 Unless otherwise provided, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder’s risk “all-risk” or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an “all-risk” or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any
applicable legal requirements, and shall cover reasonable compensation for Architect’s and Contractor’s services and expenses required as a result of such insured loss.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit. The insurance shall include a permission to occupy endorsement.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE (NOTE: Does the contract involve any new boilers, compressors or pressure vessels? If so, keep Risk in the loop)
The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE
The Owner, at the Owner’s option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner’s property due to fire or other hazards, however caused.

§ 11.3.6 Before an exposure to loss may occur, the Contractor shall file with the Owner a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days’ prior written notice has been given to the Contractor.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner’s duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers.
§ 11.4 PERFORMANCE BOND AND PAYMENT BOND
§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.
ARTICLE 12  UNCOVERING AND CORRECTION OF WORK
§ 12.1 UNCOVERING OF WORK
§ 12.1.1 If a portion of the Work is covered contrary to the Architect’s request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect’s examination and be replaced at the Contractor’s expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner’s expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor’s expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK
§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION
The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect’s services and expenses made necessary thereby, shall be at the Contractor’s expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION
§ 12.2.2.1 In addition to the Contractor’s obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to correct the Work, the Owner waives the rights to require correction by the Contractor. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor’s correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor’s liability with respect to the Contractor’s obligations other than specifically to correct the Work.
§ 12.3 ACCEPTANCE OF NONCONFORMING WORK
If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS
§ 13.1 GOVERNING LAW
The Contract shall be governed by the law of the place where the Project is located. All disputes arising from or in connection with the Contract shall be brought in the State of New Hampshire, Superior Court Hillsborough South.

§ 13.2 SUCCESSORS AND ASSIGNS
§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, 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.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE
Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES
§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS
§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner’s expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary
by such failure including those of repeated procedures and compensation for the Architect’s services and expenses shall be at the Contractor’s expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST
Intentionally omitted.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR
§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

1. Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
2. An act of government, such as a declaration of national emergency that requires all Work to be stopped;
3. Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
4. The Owner has failed to furnish to the Contractor promptly, upon the Contractor’s request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days’ written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner’s obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days’ written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE
§ 14.2.1 The Owner may terminate the Contract if the Contractor

1. repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
3. repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
4. otherwise is guilty of substantial breach of a provision of the Contract Documents.
§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor’s surety, if any, seven days’ written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect’s services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE
§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time may be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum may include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE
§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner’s convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner’s convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

.4 assist Owner in the orderly transition of the Work to another contractor of the Owner’s choosing or to the Owner in the Owner’s sole discretion.

§ 14.4.3 In case of such termination for the Owner’s convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES
§ 15.1 CLAIMS
§ 15.1.1 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 Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS
Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE
Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST
If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME
§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor’s Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES
The Contractor 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, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
2. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor’s default, the Owner may, but is not obligated to, notify the surety and request the surety’s assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic’s lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION
§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 may be subject to mediation.

§ 15.3.2 The parties may endeavor to resolve their Claims by mediation. 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.
§ 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 Intentionally omitted.
§ 15.4.1.1 Intentionally omitted.

§ 15.4.2 Intentionally omitted.
§ 15.4.3 Intentionally omitted.

§ 15.4.4 CONSOLIDATION OR JOINDER Intentionally omitted.
Harvey Construction Corporation Rate Schedule Pre-Construction & Construction Management Services

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<th>Pre-construction Personnel</th>
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<td>Director of Estimating</td>
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<tr>
<td>Estimating Executive</td>
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<tr>
<td>Architectural Estimator/Revit Engineer</td>
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<tr>
<td>Mechanical Estimator</td>
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<td>Earthwork Estimator</td>
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<td>Project Accountant</td>
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</tbody>
</table>

Rates do not include overtime or night work.

All rates are subject to annual review.
Agreement between Owner and Construction Manager as Constructor

This Agreement is made as of the ___ day of January, 2019.

Between
OWNER: The City of Nashua
229 Main Street, Nashua, NH

and
CONSTRUCTION MANAGER: Harvey Construction Corporation
10 Harvey Road, Bedford, NH 03110

For the following PROJECT: Performing Arts Center, 201 Main Street, Nashua NH

ARCHITECT: ICON Architecture Inc.
101 Summer Street, Boston, MA 02110

The Owner and Construction Manager agree as follows.

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents
The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Bid documents, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner’s acceptance of the Construction Manager’s Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties
The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager’s skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner’s interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions
For the Preconstruction Phase, AIA Document A201™–2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2007, which document is incorporated herein by reference. The term “Contractor” as used in A201–2007 shall mean the Construction Manager.

ARTICLE 2 CONSTRUCTION MANAGER’S RESPONSIBILITIES
The Construction Manager’s Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager’s Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.
§ 2.1 Preconstruction Phase
§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner’s program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation
The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect’s review and the Owner’s acceptance. The Construction Manager shall obtain the Architect’s approval for the portion of the Project schedule relating to the performance of the Architect’s services. The Project schedule shall coordinate and integrate the Construction Manager’s services, the Architect’s services, other Owner consultants’ services, and the Owner’s responsibilities and identify items that could affect the Project’s timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction
The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates
§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect’s review and Owner’s approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect’s review and the Owner’s approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers
The Construction Manager shall develop bidders’ interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect’s review and the Owner’s acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.
§ 2.1.8 Extent of Responsibility
The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws
The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time
§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner’s review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager’s estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager’s Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:
   .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
   .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
   .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager’s Fee;
   .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
   .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Construction Manager’s Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager’s exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect.
The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.3 Construction Phase
§ 2.3.1 General
§ 2.3.1.1 For purposes of Section 8.1.2 of A201–2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner’s acceptance of the Construction Manager’s Guaranteed Maximum Price proposal or the Owner’s issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2 Administration
§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager’s own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a “related party” according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.
§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services
Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials
Section 10.3 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER’S RESPONSIBILITIES
§ 3.1 Information and Services Required of the Owner
§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner’s objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner’s budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner’s other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner’s budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project’s scope and quality.

§ 3.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner’s control and relevant to the Construction Manager’s performance of the Work with reasonable promptness after receiving the Construction Manager’s written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.
§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including invert and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner’s control and relevant to the Construction Manager’s performance of the Work with reasonable promptness after receiving the Construction Manager’s written request for such information or services.

§ 3.2 Owner’s Designated Representative
The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner’s representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2007, the Architect does not have such authority. The term “Owner” means the Owner or the Owner’s authorized representative.

§ 3.2.1 Legal Requirements. The Owner shall furnish all legal and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner’s needs and interests.

§ 3.3 Architect
The Owner shall retain an Architect to provide services, duties, and responsibilities as described in AIA Document B133™–2014, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
§ 4.1 Compensation
§ 4.1.1 For the Construction Manager’s Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager’s Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

N/A

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within « » (« ») months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager’s compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager’s personnel providing Preconstruction Phase services on the Project and the Construction Manager’s costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.
§ 4.2 Payments  
§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable within 30 days of the Construction Manager’s invoice.

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
§ 5.1 For the Construction Manager’s performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager’s Fee.

§ 5.1.1 The Construction Manager’s Fee:
(STATE A LUMP SUM, PERCENTAGE OF COST OF THE WORK OR OTHER PROVISION FOR DETERMINING THE CONSTRUCTION MANAGER’S FEE.)

The Construction Managers fee shall be ___% based on the costs of construction as defined in Article 6. The CM fee shall be fixed as a lump sum at the establishment of the GMP.

§ 5.1.2 The method of adjustment of the Construction Manager’s Fee for changes in the Work:

« »

§ 5.1.3 Limitations, if any, on a Subcontractor’s overhead and profit for increases in the cost of its portion of the Work:

« »

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed « » percent (« » %) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:
IDENTIFY AND STATE THE UNIT PRICE; STATE THE QUANTITY LIMITATIONS, IF ANY, TO WHICH THE UNIT PRICE WILL BE APPLICABLE.

<table>
<thead>
<tr>
<th>Item</th>
<th>Units and Limitations</th>
<th>Price per Unit ($0.00)</th>
</tr>
</thead>
<tbody>
<tr>
<td>TBD</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

§ 5.2 Guaranteed Maximum Price
§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.
(INSERT SPECIFIC PROVISIONS IF THE CONSTRUCTION MANAGER IS TO PARTICIPATE IN ANY SAVINGS.)

Any project savings shall be returned to the owner at the completion of the project.

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work
§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201–2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.
§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner’s prior consent on the basis of cost plus a fee), the terms “cost” and “fee” as used in Section 7.3.3.3 of AIA Document A201–2007 and the term “costs” as used in Section 7.3.7 of AIA Document A201–2007 shall have the meanings assigned to them in AIA Document A201–2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in the above-referenced provisions of AIA Document A201–2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term “fee” shall mean the Construction Manager’s Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6  COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner’s prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner’s prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when stationed at the site with the Owner’s prior approval. (If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager’s principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 6.2.3 Wages and salaries of the Construction Manager’s supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner’s prior approval.
§ 6.3 Subcontract Costs
Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction
§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner’s property at the completion of the Work or, at the Owner’s option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items
§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner’s prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager’s supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner’s prior approval.

§ 6.6 Miscellaneous Costs
§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner’s prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of
the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner’s consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager’s Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201–2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner’s prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager’s negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Intentionally omitted.

§ 6.6.9 Subject to the Owner’s prior approval, expenses incurred in accordance with the Construction Manager’s standard written personnel policy for relocation and temporary living allowances of the Construction Manager’s personnel required for the Work.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201–2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

.1 Salaries and other compensation of the Construction Manager’s personnel stationed at the Construction Manager’s principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;

.2 Expenses of the Construction Manager’s principal office and offices other than the site office;

.3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;

.4 The Construction Manager’s capital expenses, including interest on the Construction Manager’s capital employed for the Work;

.5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;

.6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;

.7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and

.8 Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and
amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions
§ 6.10.1 For purposes of Section 6.10, the term “related party” shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term “related party” includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records
The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner’s auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager’s records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor’s proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
§ 7.1 Progress Payments
§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the «25th » day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the «25th » day of the «following » month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than «thirty » («30 ») days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of
those payments attributable to the Construction Manager’s Fee, plus payrolls for the period covered by the present Application for Payment.

§7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager’s Fee shall be shown as a separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager’s Applications for Payment.

§7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201–2007;

2. Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

3. Add the Construction Manager’s Fee, less retainage of «five » percent («5 » %). The Construction Manager’s Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager’s Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

4. Subtract retainage of «five » percent («5 » %) from that portion of the Work that the Construction Manager self-performs;

5. Subtract the aggregate of previous payments made by the Owner;

6. Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner’s auditors in such documentation; and

7. Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§7.1.9 Except with the Owner’s prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§7.1.10 In taking action on the Construction Manager’s Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such
examinations, audits and verifications, if required by the Owner, will be performed by the Owner’s auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment
§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

.1 the Construction Manager has fully performed the Contract except for the Construction Manager’s responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

.3 a final Certificate for Payment has been issued by the Architect.

The Owner’s final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

§ 7.2.2 The Owner’s auditors will review and report in writing on the Construction Manager’s final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner’s auditors report to be substantiated by the Construction Manager’s final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner’s auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect’s reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201–2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201–2007. The Architect is not responsible for verifying the accuracy of the Construction Manager’s final accounting.

§ 7.2.3 If the Owner’s auditors report the Cost of the Work as substantiated by the Construction Manager’s final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201–2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager’s receipt of a copy of the Architect’s final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner’s auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect’s final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner’s request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager’s Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS
For all phases of the Project, the Construction Manager shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

<table>
<thead>
<tr>
<th>Type of Insurance or Bond</th>
<th>Limit of Liability or Bond Amount ($0.00)</th>
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</thead>
<tbody>
<tr>
<td>Performance &amp; Payment Bonds</td>
<td>100% of construction GMP</td>
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<tr>
<td>Automobile Liability</td>
<td>$ 1,000,000.00 each accident</td>
</tr>
<tr>
<td>Commercial General Liability</td>
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<tr>
<td>General Liability Umbrella</td>
<td>$ 10,000,000.00</td>
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</table>
ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201–2007. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[ ☒ ] Litigation in New Hampshire Superior Court Hillsborough South

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager for the Owner’s convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201–2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

1. Take the Cost of the Work incurred by the Construction Manager to the date of termination;
2. Add the Construction Manager’s Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
3. Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is
not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price
Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201–2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager’s Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension
The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, except that the term “profit” shall be understood to mean the Construction Manager’s Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS
§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2007.

§ 11.2 Ownership and Use of Documents
Section 1.5 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law
Section 13.1 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment
The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner’s rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201–2007, 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.
§ 11.5 Other provisions:

« »

ARTICLE 12  SCOPE OF THE AGREEMENT
§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

.1 AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

.2 AIA Document A201–2007, General Conditions of the Contract for Construction

.3 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

« »

.4 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

« »

.5 Other documents:
(List other documents, if any, forming part of the Agreement.)

« List bid documents »( These will all be summarized on Attachment A once developed)

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

OWNER (Signature)

« James W. Donchess, Mayor
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

William E. Stevens, President
(Printed name and title)
January 10, 2019
Memo #19-114

TO: MAYOR DONCHESS
FINANCE COMMITTEE

SUBJECT: ARCHITECTURAL MANAGER SERVICES CONTRACT FOR 201 MAIN STREET – PERFORMING ARTS CENTER ("PAC") (VALUE: $TBD)
DEPARTMENT: 183 ECONOMIC DEVELOPMENT; FUND: BOND

Please see attached communication from Tim Cummings, Director of Economic Development dated January 9, 2019 for the information related to this purchase.

Pursuant to § 5-78 Major purchases (greater than $10,000) A. All supplies and contractual services, except as otherwise provided herein, when the estimated cost thereof shall exceed $10,000 shall be purchased by formal, written contract from the lowest responsible bidder, after due notice inviting bids.

The Director of Economic Development and the Purchasing Department recommend approval of this contract in an amount of $TBD to ICON Architecture Inc. of Boston, MA.

Respectfully,

Dan Kookan
Purchasing Manager

Cc: T Cummings J Graziano
To: J. Donchess, Mayor  
From: Tim Cummings, Economic Development Director  
Cc:  
Date: January 9, 2019  
Re: Architectural Design Services Contract

Request
The Office of Economic Development requests approval to contract with ICON for design related services for the creation of a Performing Arts Center (“PAC”) at 201 Main Street in an amount to be determined later based on the design.

Background
As you may be aware the city passed a bond for $15.5M for the purposes of creating a Performing Arts Center (“PAC”) at 201 Main Street. Additionally, the City of Nashua put together a Steering Committee of various stakeholders to help advise with the development of this project. At this time, the PAC Steering Committee recommends we procure the services of ICON Architects along with their partner OTJ Architecture for their design services. By way of background, an RFQ went out for Architectural and Engineering Services this past summer and the city received approximately 11 proposals from qualified respondents. The PAC Steering Committee decided to interview six (6) firms of which all six (6) accepted. After reviewing the various proposals, interviewing various entities and doing a plethora of due diligence the steering committee recommended to the Mayor and Board of Aldermen that ICON Architects along (with their partner OTJ Architecture) services be procured. ICON is a well-respected New England Architecture firm having project managed and designed many differing high valued projects in the North East. OTJ Architecture is a New York City/Mid-Atlantic architecture firm specializing in theater design.

Recommendation
The Office of Economic Development recommends approval of the contract to ICON,
Agreement between Owner and Architect

This AGREEMENT made as of the «» day of «» in the year «2019»
(In words, indicate day, month and year.)

BETWEEN the Architect’s client identified as the Owner:
(Name, legal status, address and other information)

«The City of Nashua»
»229 Main Street
»Nashua, NH
«»

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

«ICON Architecture Inc.»
»101 Summer Street
»Boston, MA
«»

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

«Performing Arts Center»
»201 Main Street
»Nashua, NH

The Owner and Architect agree as follows.

ARTICLE 1 INITIAL INFORMATION
§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as “not applicable” or “unknown at time of execution.”)

§ 1.1.1 The Owner’s program for the Project:
(Insert the Owner’s program, identify documentation that establishes the Owner’s program, or state the manner in which the program will be developed.)

«»

§ 1.1.2 The Project’s physical characteristics:
(Identify or describe pertinent information about the Project’s physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

«»

§ 1.1.3 The Owner’s budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

«»
§ 1.1.4 The Owner’s anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

« »

.2 Construction commencement date:

« »

.3 Substantial Completion date or dates:

« »

.4 Other milestone dates:

« »

§ 1.1.5 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

« Director of Economic Development Tim Cummings »
« »
« »
« »
« »
« »

§ 1.1.6 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

« »
« »
« »
« »
« »

.2 Civil Engineer:

« »
« »
« »
« »
« »

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

« »
§ 1.1.7 The Architect identifies the following representative in accordance with Section 2.3: (List name, address, and other contact information)

§ 1.1.8 The Architect shall retain the following consultants
Consultants retained under Basic Services:
   1. Structural Engineer:
      « »
      « »
      « »
      « »
      « »
   2. Mechanical Engineer:
      « »
      « »
      « »
      « »
      « »
   3. Electrical Engineer:
      « »
      « »
      « »
      « »
      « »

Consultants retained under Supplemental Services:

§ 1.1.9 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect’s services, schedule for the Architect’s services, and the Architect’s compensation. The Owner shall adjust the Owner’s budget for the Cost of the Work and the Owner’s anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™, 2013, Building
Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT’S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner’s knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect’s professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement.

Comprehensive or Commercial General Liability insurance which shall include contractual, XCU, products and completed operations liability coverages. Bodily injury and property damage with combined single limits of not less than $1,000,000 per occurrence; and if written on an aggregate basis, $2,000,000 aggregate limit – include per project aggregate endorsement. The Owner must be named as an additional insured;

- Commercial Automobile Liability insurance endorsed for “any auto” with combined single limits of liability of not less than $1,000,000 each occurrence. The Owner must be named as an additional insured;

- And Workers’ Compensation insurance in compliance with the State of New Hampshire statutes, $100,000/$500,000/$100,000.

None of the requirements as to types and limits to be maintained by Architect are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Architect under this contract. The Owner shall not maintain any insurance on behalf of Architect. Subcontractors are subject to the same insurance requirements as Architect and it shall be the Architect’s responsibility to ensure compliance of this requirement.

The parties agree that Architect shall have the status of and shall perform all work under this contract as an independent contractor, maintaining control over all its consultants, sub consultants, contractors, or subcontractors. The only contractual relationship created by this contract is between the Owner and Architect, and nothing in this contract shall create any contractual relationship between the Owner and Architect’s consultants, sub consultants, contractors, or subcontractors. The parties also agree that Architect is not the Owner’s employee and that there shall be no:

(1) Withholding of income taxes by the Owner:
(2) Industrial insurance coverage provided by the Owner;
(3) Participation in group insurance plans which may be available to employees of the Owner;
(4) Participation or contributions by either the independent contractor or the Owner to the public employee’s retirement system;
(5) Accumulation of vacation leave or sick leave provided by the Owner;
(6) Unemployment compensation coverage provided by the Owner.

- All deductibles and self-insured retentions shall be fully disclosed in the certificate(s) of insurance.
- If aggregate limits of less than $2,000,000 are imposed on bodily injury and property damage, Architect must maintain umbrella liability insurance of at least $1,000,000. All aggregates must be fully disclosed on the required certificate of insurance.
- The specified insurance requirements do not relieve Architect of its responsibilities or limit the amount of its liability to the Owner or other persons, and Architect is encouraged to purchase such additional insurance, as it deems necessary.
- The insurance provided herein is primary, and no insurance held or owned by the Owner shall be called upon to contribute to a loss.

§ 2.5.5 Employers’ Liability with policy limits not less than « » ($« ») each accident, « » ($« ») each employee, and « » ($« ») policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than « $2,000,000 » per claim and $4,000,000) in the aggregate.

§ 2.5.7 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT’S BASIC SERVICES
§ 3.1 The Architect’s Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect’s services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner’s consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner’s consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner’s approval a schedule for the performance of the Architect’s services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner’s review, for the performance of the Owner’s consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner’s approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner’s directive or substitution, or for the Owner’s acceptance of non-conforming Work, made or given without the Architect’s written approval.
§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner’s responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect’s services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner’s program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner’s approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner’s approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner’s approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner’s program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner’s program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner’s approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner’s approval of the Schematic Design Documents, and on the Owner’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner’s approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and
electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner’s approval.

§ 3.4 Construction Documents Phase Services
§ 3.4.1 Based on the Owner’s approval of the Design Development Documents, and on the Owner’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner’s approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner’s approval.

§ 3.5 Procurement Phase Services
§ 3.5.1 General
The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner’s approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding
§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:
.1 facilitating the distribution of Bidding Documents to prospective bidders;
.2 organizing and conducting a pre-bid conference for prospective bidders;
.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.
§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner’s written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals
§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:
.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
.2 organizing and participating in selection interviews with prospective contractors;
.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner’s written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services
§ 3.6.1 General
§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work
§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, 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 shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or
testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor
§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the Architect’s evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor’s Application for Payment, that, to the best of the Architect’s knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor’s right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals
§ 3.6.4.1 The Architect shall review the Contractor’s submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect’s action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect’s professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor’s submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor’s responsibility. The Architect’s review shall not constitute approval of safety precautions or construction means, methods, techniques,
sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work
§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion
§ 3.6.6.1 The Architect shall:
  .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
  .2 issue Certificates of Substantial Completion;
  .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
  .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2)
affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.*

<table>
<thead>
<tr>
<th>Supplemental Services</th>
<th>Responsibility</th>
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<td>§ 4.1.1.30 Other Supplemental Services</td>
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§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect’s responsibility is provided below.

(Describe in detail the Architect’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect’s Services documents that can be included as an exhibit to describe the Architect’s Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below.

(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect’s Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner’s written authorization:

  .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
  .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
  .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the
building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;

5 Preparing digital models or other design documentation for transmission to the Owner’s consultants and contractors, or to other Owner-authorized recipients;

6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

7 Preparation for, and attendance at, a public presentation, meeting or hearing;

8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

9 Evaluation of the qualifications of entities providing bids or proposals;

10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect’s notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner’s determination. The Owner shall compensate the Architect for the services provided prior to the Architect’s receipt of the Owner’s notice.

1 Reviewing a Contractor’s submittal out of sequence from the submittal schedule approved by the Architect;

2 Responding to the Contractor’s requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor’s proposals and supporting data, or the preparation or revision of Instruments of Service;

4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

1 « » ( « » ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

2 « » ( « » ) visits to the site by the Architect during construction

3 « » ( « » ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

4 « » ( « » ) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within « » ( « » ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect’s services beyond that time shall be compensated as Additional Services.
ARTICLE 5  OWNER’S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner’s objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner’s budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner’s other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner’s budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner’s budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project’s scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner’s behalf with respect to the Project. The Owner shall render decisions and approve the Architect’s submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect’s services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner’s responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect’s request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner’s consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner’s needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect’s Instruments of Service.
§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect’s services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect’s consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect’s duties and responsibilities set forth in the Contract for Construction with the Architect’s services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK
§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors’ general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner’s budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner’s budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect’s judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor’s methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner’s budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner’s budget. The Architect’s estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect’s responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner’s budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect’s estimate of the Cost of the Work exceeds the Owner’s budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project’s size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner’s budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall
.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce
the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as
necessary to comply with the Owner’s budget for the Cost of the Work at the conclusion of the Construction
Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to
modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner’s
budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner
shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise
the Architect’s services for modifying the Construction Documents shall be without additional compensation. In any
event, the Architect’s modification of the Construction Documents shall be the limit of the Architect’s responsibility
under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES
§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the
transmitting party is the copyright owner of such information or has permission from the copyright owner to
transmit such information for its use on the Project.

§ 7.2 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 shall retain all common law, statutory and
other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official
regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication
in derogation of the reserved rights of the Architect and the Architect’s consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect’s Instruments of Service solely
and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the
Owner substantially performs its obligations under this Agreement, including prompt payment of all undisputed
sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the
Architect’s consultants consistent with this Agreement. The license granted under this section permits the Owner to
authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner’s consultants and
separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols
established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the
Project.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of
Service, the Owner releases the Architect and Architect’s consultant(s) from all claims and causes of action arising
from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the
Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes
of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner’s use of
the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner
rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied
under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license
granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the
Instruments of Service shall be at the Owner’s sole risk and without liability to the Architect and the Architect’s
consultants.
§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES
§ 8.1 General
§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law.

§ 8.2 Mediation
§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect’s services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following: (Check the appropriate box.)

[ ☒ ] Arbitration pursuant to Section 8.3 of this Agreement

[ ☒ ] Litigation in State of New Hampshire, Superior Court Hillsborough South.

[ ☒ ] Other: (Specify)

§ 8.3 Arbitration
§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation 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 this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 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 the claim, dispute or other matter in question 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, dispute or other matter in question.

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

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 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).

§ 8.3.4.2 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 any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect’s option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days’ written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days’ written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days’ written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days’ written notice to the Architect for the Owner’s convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect’s termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)
.1 Termination Fee:

« »

.2 Licensing Fee if the Owner intends to continue using the Architect’s Instruments of Service:

« »

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner’s rights to use the Architect’s Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS
§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner’s rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect’s promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect’s materials shall not include the Owner’s confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner’s promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.
§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

« »

.2 Percentage Basis
(Insert percentage value)

« » (« ») % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

« »

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

« »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « » percent (« »%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

« »
§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

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<th>Phase</th>
<th>Percent (%)</th>
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<tr>
<td>Schematic Design Phase</td>
<td>&lt; » percent ( » » %)</td>
</tr>
<tr>
<td>Design Development Phase</td>
<td>&lt; » percent ( » » %)</td>
</tr>
<tr>
<td>Construction Documents Phase</td>
<td>&lt; » percent ( » » %)</td>
</tr>
<tr>
<td>Procurement Phase</td>
<td>&lt; » percent ( » » %)</td>
</tr>
<tr>
<td>Construction Phase</td>
<td>&lt; » percent ( » » %)</td>
</tr>
</tbody>
</table>

Total Basic Compensation: one hundred percent (100%)%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

<table>
<thead>
<tr>
<th>Employee or Category</th>
<th>Rate ($0.00)</th>
</tr>
</thead>
</table>

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

1. Transportation and authorized out-of-town travel and subsistence;
2. Long distance services, dedicated data and communication services, teleconferences, Project websites, and extranets;
3. Permits and other fees required by authorities having jurisdiction over the Project;
4. Printing, reproductions, plots, and standard form documents;
5. Postage, handling, and delivery;
6. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
7. Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
8. If required by the Owner, and with the Owner’s prior written approval, the Architect’s consultants’ expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect’s consultants;
9. All taxes levied on professional services and on reimbursable expenses;
10. Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,

.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus << >> percent (<< >> %) of the expenses incurred.

§ 11.9 Architect’s Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of << >> ($ << >>) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of << >> ($ << >>) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect’s payments to the Certifying Authority shall be credited to the Owner’s account at the time the expense is incurred.

§ 11.10.2 Progress Payments
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid << >> (<< >>) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect’s compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT
§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.
§ 13.2 This Agreement is comprised of the following documents identified below:

.1 Agreement Between Owner and Architect

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

[« »]

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[« »] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:

(Insert the date of the E204-2017 incorporated into this agreement.)

[« »]

[« »] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

[« »]

.4 Other documents:

(List other documents, if any, forming part of the Agreement.)

[« »]

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

OWNER (Signature)

(PAinted name and title)

ARCHITECT (Signature)

(PAinted name, title, and license number, if required)
January 10, 2019
Memo #19-111

TO: MAYOR DONCHESS
    FINANCE COMMITTEE

SUBJECT: PURCHASE OF ONE (1) REAR LOAD PACKER – TRASH TRUCK (VALUE: $276,254)
          DEPARTMENT: 168 SOLID WASTE; FUND: TRUST
          ACTIVITY: CERF

Please see the attached communication from Jeff Lafleur, Solid Waste Department Superintendent dated
November 19, 2018 for the information related to this contract.

Pursuant to § 5-84 Special purchase procedures A. (3) Purchases which can be procured through
cooperative intergovernmental purchase agreements with other governmental jurisdictions.

The Solid Waste Department Superintendent, Board of Public Works (November 19, 2018 meeting) and
the Purchasing Department recommend the award of this purchase in an amount of $276,254 to
McNeilus Truck and Manufacturing Inc. of Morgantown, PA.

Respectfully,

Dan Kooker
Purchasing Manager

Cc: J Lafleur    L Fauteux
City of Nashua, Public Works Division

To: Board of Public Works

Meeting Date: November 19, 2018

From: Jeff Lafluer, Superintendent
Solid Waste Department

Re: Approval to purchase One (1) Solid Waste Rear Load Packer

2. Motion: To approve the purchase of one rear load packer waste collection vehicle from McNeilus of Morgantown, PA in the amount of $276,254, pursuant to the Sourcewell (formerly NJPA) Contract #112014-MCN. Funding will be through Department 168 Solid Waste; Fund: Trust; Activity: CERF.

Attachments: McNeilus Quotes & Service History for Truck #12-041

Discussion: The Solid Waste Department requires nineteen (19) trucks to collect trash, recycling, soft yard waste and oversized items. The Solid Waste Department uses rear load packers in areas of the city where the refuse can’t be accessed by the automated fleet, and are critical in the fall when soft yard waste is collected. The current fleet of packers is requiring increased maintenance due to their age and mileage resulting in unscheduled downtime causing delays and overtime.

The rear load packer being replaced is truck #12-041; a 2012 Freightliner in service since 10/1/2011 with 49,000 miles and 9074 engine hours. This was a planned CERF replacement for FY18. The new rear load packer will be a like for like replacement with CNG as the chosen fuel system to further standardize the Solid Waste Fleet and continue with the City of Nashua’s efforts to be green and the recent reduction in the price of the CNG and increase of diesel has made this option favorable.

With the new replacement truck #12-041 will be retained into a backline asset for use when demand is high or another truck is down for maintenance.

We are confident in McNeilus’s product, experience, reputation and the company’s ability to provide timely service, support and parts to the City. The Solid Waste Superintendent and Fleet Manager recommend the purchase of the trucks from McNeilus, 941 Hemlock Road, Morgantown, PA.

All approvals are pending approval of Bond.
# Model 2513: XC 25 yd Rear Loader

**Quote Number:** OW5201811060837  
**Rev:** 0  
**Printed:** 1/13/2018

**To:**  
City Of Nashua  
229 Main St  
P.O. Box 2019  
Nashua, NH 03061 USA  
Attn: John Stewart

**Delivery Point:**

<table>
<thead>
<tr>
<th>Standard Equipment</th>
<th>Options Included in Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial Intertech Pump and Valves</td>
<td>Access Door Ladder, Fold-Up with Shut Down</td>
</tr>
<tr>
<td>D.O.T. Reflective Tape</td>
<td>Allison 4500 - 5 year limited warranty</td>
</tr>
<tr>
<td>Tailgate Safety Prop</td>
<td>Anti-Spray Skirting</td>
</tr>
<tr>
<td></td>
<td>Broom Holder, Tailgate, Curbside</td>
</tr>
<tr>
<td></td>
<td>Cart Tipper Model: Bayne BTL-1110 (Qty 2)</td>
</tr>
<tr>
<td></td>
<td>CNG/LNG Handling Provision</td>
</tr>
<tr>
<td></td>
<td>Cummins ISX Extd Coverage: 5 yr / 300K miles (incl Turbo/Inj)</td>
</tr>
<tr>
<td></td>
<td>Ejector Work Lights, 5&quot; Round LED</td>
</tr>
<tr>
<td></td>
<td>Fire Extinguisher in Cab, 5 lb.</td>
</tr>
<tr>
<td></td>
<td>Fire Extinguisher, 20 lb., Streetside, Scabbard Mount</td>
</tr>
<tr>
<td></td>
<td>Hopper Liner, 1/4 Inch AR200, Full Height for XC</td>
</tr>
<tr>
<td></td>
<td>Limit speed to 7 mph with TG open</td>
</tr>
<tr>
<td></td>
<td>Manual Linkage, Curbside and Streetside</td>
</tr>
<tr>
<td></td>
<td>Match Primary Body Color</td>
</tr>
<tr>
<td></td>
<td>Methane Detector in Cab (MTM)</td>
</tr>
<tr>
<td></td>
<td>MTM Purchased Agility 750GE, Roof Mount</td>
</tr>
<tr>
<td></td>
<td>Mudflaps, Front: Black w/McNeilus Logo</td>
</tr>
<tr>
<td></td>
<td>Mudflaps, Rear: Black w/McNeilus Logo</td>
</tr>
<tr>
<td></td>
<td>Remote TG Slide and Sweep Cylinder Lube</td>
</tr>
<tr>
<td></td>
<td>Safety Triangle Kit in Cab</td>
</tr>
<tr>
<td></td>
<td>Shovel Holder, Tailgate, Curbside</td>
</tr>
<tr>
<td></td>
<td>Smart Lights, (6), 4&quot; on Tailgate Rear/Side, Body Front</td>
</tr>
<tr>
<td></td>
<td>SSV6 (2017) 9&quot; Color 6 port, 128GB SD Card, 1 Camera</td>
</tr>
<tr>
<td></td>
<td>Toolbox, 18Hx24Wx18D Poly</td>
</tr>
<tr>
<td></td>
<td>Undercoating: Body only</td>
</tr>
<tr>
<td></td>
<td>Warning Light, Low Hydraulic Oil</td>
</tr>
<tr>
<td></td>
<td>Wheel Chock Holders, Street Side Between Tandems</td>
</tr>
</tbody>
</table>

| Chassis: | 2020 Freightliner 114-SD CNG Spec Ord |

**Unit Price:** $269,450  
**Federal Excise Tax:** $ -  
**Freight:** $4,255  
**Surcharge:** $ -  
**Ext. Warranty:** $2,549  
**Total Unit Price:** $276,254  
**Quantity:** 1  
**Extended Price:** $276,254

**Options Included in Price:**

- Access Door Ladder, Fold-Up with Shut Down
- Allison 4500 - 5 year limited warranty
- Anti-Spray Skirting
- Broom Holder, Tailgate, Curbside
- Cart Tipper Model: Bayne BTL-1110 (Qty 2)
- CNG/LNG Handling Provision
- Cummins ISX Extd Coverage: 5 yr / 300K miles (incl Turbo/Inj)
- Ejector Work Lights, 5" Round LED
- Fire Extinguisher in Cab, 5 lb.
- Fire Extinguisher, 20 lb., Streetside, Scabbard Mount
- Hopper Liner, 1/4 Inch AR200, Full Height for XC
- Limit speed to 7 mph with TG open
- Manual Linkage, Curbside and Streetside
- Match Primary Body Color
- Methane Detector in Cab (MTM)
- MTM Purchased Agility 750GE, Roof Mount
- Mudflaps, Front: Black w/McNeilus Logo
- Mudflaps, Rear: Black w/McNeilus Logo
- Remote TG Slide and Sweep Cylinder Lube
- Safety Triangle Kit in Cab
- Shovel Holder, Tailgate, Curbside
- Smart Lights, (6), 4" on Tailgate Rear/Side, Body Front
- SSV6 (2017) 9" Color 6 port, 128GB SD Card, 1 Camera
- Toolbox, 18Hx24Wx18D Poly
- Undercoating: Body only
- Warning Light, Low Hydraulic Oil
- Wheel Chock Holders, Street Side Between Tandems

**Chassis:** 2020 Freightliner 114-SD CNG Spec Ord

This quotation is valid until 12/06/2018. Any order is contingent upon acceptance by McNeilus Companies, Inc. By signing and returning this document, you are indicating that you have read and approved the above specification.

**THIS QUOTE MAY BE SUBJECT TO THE IMPOSITION OF A SURCHARGE BASED ON PRICE INCREASES ON STEEL. WE WILL PROVIDE EXACT AMOUNT OF SURCHARGE AS SOON AS PRACTICABLE.**

NJPA/Sourcewell Contract #112014-MCN

**Authorized Signature**  
**Date**
A proposal for
McNeilus Truck and Manufacturing

Prepared by
TRUCK CITY OF WISCONSIN, INC.
Andrew Novacheck
MY2020 114SD CNG_Nashua_QID 4703

Nov 09, 2018

Freightliner 114SD

Components shown may not reflect all spec'd options and are not to scale
### Specification Proposal

#### Price Level
- **PRL-18D**
  - SD PRL-18D (EFF:04/17/18)

#### Data Version
- **DRL-028**
  - SPECPRO21 DATA RELEASE VER 028

#### Vehicle Configuration
<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Weight Front</th>
<th>Weight Rear</th>
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</thead>
<tbody>
<tr>
<td>001-177</td>
<td>114SD CONVENTIONAL CHASSIS</td>
<td>7,934</td>
<td>6,576</td>
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<tr>
<td>004-220</td>
<td>2020 MODEL YEAR SPECIFIED</td>
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<tr>
<td>002-004</td>
<td>SET BACK AXLE - TRUCK</td>
<td>480</td>
<td>-480</td>
</tr>
<tr>
<td>019-002</td>
<td>STRAIGHT TRUCK PROVISION</td>
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</tr>
<tr>
<td>003-001</td>
<td>LH PRIMARY STEERING LOCATION</td>
<td></td>
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</tbody>
</table>

#### General Service
- **AA1-002**
  - TRUCK CONFIGURATION
- **AA6-001**
  - DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OP-7-IN STATES)
- **A85-001**
  - REFUSE SERVICE
- **A84-1SA**
  - SANITATION BUSINESS SEGMENT
- **AA4-013**
  - MOIST BULK COMMODITY
- **AA5-002**
  - TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS
- **AB1-008**
  - MAXIMUM 8% EXPECTED GRADE
- **A85-001**
  - SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE
- **995-1AE**
  - FREIGHTLINER LEVEL II WARRANTY
- **A66-99D**
  - EXPECTED FRONT AXLE(S) LOAD : 20000.0 lbs
- **A68-99D**
  - EXPECTED REAR DRIVE AXLE(S) LOAD : 46000.0 lbs
- **A63-99D**
  - EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 66000.0 lbs

#### Truck Service
<table>
<thead>
<tr>
<th>Data Code</th>
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<tbody>
<tr>
<td>AA3-061</td>
<td>REFUSE, SIDE LOAD OR REAR PACKER BODY - UNLOADS IN A LANDFILL</td>
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<tr>
<td>A8B-99D</td>
<td>EXPECTED TRUCK BODY LENGTH : 0.0 ft</td>
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<td>AF3-117</td>
<td>MCNEILUS REFUSE</td>
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<tr>
<td>AF7-99D</td>
<td>EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME &quot;XX&quot; INCHES : 32.0 in</td>
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<tr>
<td>101-26N</td>
<td>CUM LSN 320 HP @ 2000 RPM, 2200 GOV, N-GAS, 1000 LB/FT @ 1300 RPM</td>
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<td>-70</td>
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**Electronic Parameters**

<table>
<thead>
<tr>
<th>Description</th>
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<tbody>
<tr>
<td>79A-065 65 MPH ROAD SPEED LIMIT</td>
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<tr>
<td>79B-000 CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT</td>
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<tr>
<td>79K-015 PTO MODE ENGINE RPM LIMIT - 2100 RPM</td>
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<tr>
<td>79P-002 PTO RPM WITH CRUISE SET SWITCH - 700 RPM</td>
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<tr>
<td>79Q-003 PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM</td>
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<tr>
<td>79S-005 PTO MODE CANCEL VEHICLE SPEED - 10 MPH</td>
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<tr>
<td>79U-004 PTO GOVERNOR RAMP RATE - 100 RPM PER SECOND</td>
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<tr>
<td>79W-002 TWO REMOTE PTO SPEEDS</td>
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<tr>
<td>79X-007 PTO SPEED 1 SETTING - 1000 RPM</td>
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<tr>
<td>79Y-002 PTO SPEED 2 SETTING - 1000 RPM</td>
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<tr>
<td>80G-002 PTO MINIMUM RPM - 700</td>
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</table>

**Engine Equipment**

<table>
<thead>
<tr>
<th>Description</th>
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<tbody>
<tr>
<td>99D-012 2008 CARB EMISSION CERTIFICATION - EXEMPTED VEHICLE; NO CLEAN IDLE LABEL REQUIRED</td>
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</tr>
<tr>
<td>13E-001 STANDARD OIL PAN</td>
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<tr>
<td>105-001 ENGINE MOUNTED OIL CHECK AND FILL</td>
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</tr>
<tr>
<td>014-135 SIDE OF HOOD AIR INTAKE WITH DONALDSON HIGH CAPACITY AIR CLEANER WITH SAFETY ELEMENT, FIREWALL MOUNTED</td>
<td></td>
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<tr>
<td>124-1DJ DR 12V 160 AMP 36-SI BRUSHLESS QUADARMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE</td>
<td>10</td>
</tr>
<tr>
<td>209-209 (3) DTNA GENUINE, FLOODED STARTING, MIN 3375CCA, 585RC, THREADED STUD BATTERIES</td>
<td></td>
</tr>
</tbody>
</table>

Application Version 10.1.105
Data Version PRL-18D-028
MY2020 114SD CNG_Nashua_QID 4703

11/09/2018 2:49 PM
Page 3 of 17
<table>
<thead>
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<th>Data Code</th>
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<th>Weight Rear</th>
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<tr>
<td>290-017</td>
<td>BATTERY BOX FRAME MOUNTED</td>
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<tr>
<td>281-001</td>
<td>STANDARD BATTERY JUMPERS</td>
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<tr>
<td>282-001</td>
<td>SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB</td>
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<tr>
<td>291-017</td>
<td>WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN</td>
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<tr>
<td>289-001</td>
<td>NON-POLISHED BATTERY BOX COVER</td>
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<tr>
<td>87P-001</td>
<td>CAB AUXILIARY POWER CABLE</td>
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<tr>
<td>293-058</td>
<td>POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT</td>
<td>8</td>
<td></td>
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<tr>
<td>107-032</td>
<td>CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE</td>
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<tr>
<td>152-041</td>
<td>ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM</td>
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<tr>
<td>016-103</td>
<td>SINGLE HORIZONTAL RH CATALYST WITH CAB MOUNTED VERTICAL TAILPIPE</td>
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<td>-80</td>
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<tr>
<td>28F-010</td>
<td>ENGINE AFTERTREATMENT Wiring, OXYGEN SENSOR</td>
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<tr>
<td>239-038</td>
<td>11 FOOT 06 INCH (138 INCH+0/5.9 INCH) EXHAUST SYSTEM HEIGHT</td>
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<td>237-1CH</td>
<td>RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED UNDER FRAME</td>
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<tr>
<td>23U-998</td>
<td>NO DIESEL EXHAUST FLUID TANK</td>
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<td>-35</td>
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<td>242-001</td>
<td>STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD</td>
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<tr>
<td>273-018</td>
<td>HORTON DRIVEMASTER ADVANTAGE ON/OFF FAN DRIVE</td>
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<tr>
<td>276-001</td>
<td>AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED</td>
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<tr>
<td>110-017</td>
<td>CUMMINS SUPPLIED FLEETGUARD COALESCING FILTER (LOW PRESSURE) CNG</td>
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<td>118-008</td>
<td>COMBINATION FULL FLOW/BYPASS OIL FILTER</td>
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<td>266-017</td>
<td>1300 SQUARE INCH ALUMINUM RADIATOR</td>
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<td>103-039</td>
<td>ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT</td>
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<td>171-007</td>
<td>GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT</td>
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<tr>
<td>172-001</td>
<td>CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES</td>
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<tr>
<td>270-016</td>
<td>RADIATOR DRAIN VALVE</td>
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<tr>
<td>168-001</td>
<td>STEEL OIL PAN GUARD</td>
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<td>Data Code</td>
<td>Description</td>
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<tr>
<td>360-016</td>
<td>1310 ADAPTER FLANGE FOR FRONT PTO PROVISION</td>
<td>10</td>
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<tr>
<td>138-011</td>
<td>PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER</td>
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<tr>
<td>140-022</td>
<td>CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR</td>
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<tr>
<td>155-058</td>
<td>DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH</td>
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**Transmission**

<table>
<thead>
<tr>
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<th>Description</th>
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<tr>
<td>342-1M3</td>
<td>ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION</td>
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**Transmission Equipment**

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<tr>
<td>343-312</td>
<td>ALLISON VOCATIONAL PACKAGE 142 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS</td>
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<tr>
<td>84B-013</td>
<td>ALLISON VOCATIONAL RATING FOR REFUSE APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES</td>
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<tr>
<td>84C-023</td>
<td>PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY</td>
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<tr>
<td>84D-023</td>
<td>SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY</td>
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<tr>
<td>84E-000</td>
<td>PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE</td>
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<td>84F-000</td>
<td>SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE</td>
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<tr>
<td>84G-000</td>
<td>PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE</td>
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<td>84H-000</td>
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<td>84L-000</td>
<td>LOAD BASED SHIFT SCHEDULE AND VEHICLE ACCELERATION CONTROL RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED VOCATIONAL USAGE</td>
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<tr>
<td>84N-000</td>
<td>NEUTRAL AT STOP - DISABLED, FUELSENSE - DISABLED</td>
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<tr>
<td>84U-000</td>
<td>DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES</td>
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<tr>
<td>Data Code</td>
<td>Description</td>
<td>Weight Front</td>
<td>Weight Rear</td>
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<tr>
<td>353-022</td>
<td>VEHICLE INTERFACE WIRING CONNECTOR WITHOUT BLUNT CUTS, AT BACK OF CAB</td>
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<tr>
<td>340-002</td>
<td>ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR MOUNTED BACK OF CAB</td>
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<tr>
<td>362-035</td>
<td>CUSTOMER INSTALLED CHELSEA 277 SERIES PTO</td>
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<td>363-001</td>
<td>PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION</td>
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<tr>
<td>341-018</td>
<td>MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN</td>
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<tr>
<td>345-003</td>
<td>PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED</td>
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<tr>
<td>970-004</td>
<td>TRANSMISSION PROGNOSTICS - ENABLED 2013</td>
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<tr>
<td>370-015</td>
<td>WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK</td>
<td>-15</td>
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<tr>
<td>346-003</td>
<td>TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK</td>
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<tr>
<td>357-001</td>
<td>SYNTHETIC TRANSMISSION FLUID (TES-265 COMPLIANT)</td>
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**Front Axle and Equipment**

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<thead>
<tr>
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<tr>
<td>400-1BB</td>
<td>DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE</td>
<td>210</td>
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<tr>
<td>402-030</td>
<td>MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES</td>
<td>10</td>
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<tr>
<td>403-002</td>
<td>NON-ASBESTOS FRONT BRAKE LINING</td>
<td></td>
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<tr>
<td>419-023</td>
<td>CONMET CAST IRON FRONT BRAKE DRUMS</td>
<td></td>
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<tr>
<td>427-001</td>
<td>FRONT BRAKE DUST SHIELDS</td>
<td>5</td>
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<tr>
<td>409-006</td>
<td>FRONT OIL SEALS</td>
<td></td>
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<tr>
<td>408-001</td>
<td>VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL</td>
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<tr>
<td>416-022</td>
<td>STANDARD SPINDLE NUTS FOR ALL AXLES</td>
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<tr>
<td>405-003</td>
<td>HALDEX AUTOMATIC FRONT SLACK ADJUSTERS</td>
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<tr>
<td>406-001</td>
<td>STANDARD KING PIN BUSHINGS</td>
<td></td>
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<tr>
<td>536-055</td>
<td>TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR</td>
<td>130</td>
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<tr>
<td>539-003</td>
<td>POWER STEERING PUMP</td>
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<tr>
<td>534-003</td>
<td>4 QUART POWER STEERING RESERVOIR</td>
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<tr>
<td>533-001</td>
<td>OIL/AIR POWER STEERING COOLER</td>
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<tr>
<td>40T-002</td>
<td>SYNTHETIC 75W-90 FRONT AXLE LUBE</td>
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<td>Description</td>
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<tr>
<td><strong>Front Suspension</strong></td>
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<tr>
<td>620-025</td>
<td>20,000# TAPERLEAF FRONT SUSPENSION</td>
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<td>619-005</td>
<td>MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION</td>
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<tr>
<td>410-001</td>
<td>FRONT SHOCK ABSORBERS</td>
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<tr>
<td><strong>Rear Axle and Equipment</strong></td>
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<tr>
<td>420-103</td>
<td>RT-46-160 46,000# R-SERIES TANDEM REAR AXLE</td>
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<tr>
<td>421-538</td>
<td>5:38 REAR AXLE RATIO</td>
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<tr>
<td>424-001</td>
<td>IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING</td>
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<tr>
<td>386-075</td>
<td>MXL 1ST MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES</td>
<td>60</td>
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<tr>
<td>386-073</td>
<td>MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES</td>
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<tr>
<td>452-006</td>
<td>DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES</td>
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<tr>
<td>878-023</td>
<td>(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AND REAR-REAR AXLE VALVE</td>
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<tr>
<td>87A-002</td>
<td>BUZZER AND BLINKING LAMP WITH EACH INTERAXLE LOCK SWITCH, INTERAXLE UNLOCK DEFAULT WITH IGNITION OFF</td>
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<tr>
<td>87B-004</td>
<td>BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE &lt;5 MPH</td>
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<tr>
<td>423-019</td>
<td>MERITOR 16.5X8.82 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES</td>
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<tr>
<td>433-002</td>
<td>NON-ASBESTOS REAR BRAKE LINING</td>
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<tr>
<td>434-001</td>
<td>CAM BRAKE AUXILIARY SUPPORT BRACKETS</td>
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<tr>
<td>451-023</td>
<td>CONMET CAST IRON REAR BRAKE DRUMS</td>
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<td>425-002</td>
<td>REAR BRAKE DUST SHIELDS</td>
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<tr>
<td>440-006</td>
<td>REAR OIL SEALS</td>
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<tr>
<td>426-075</td>
<td>HALDEX GOLDSEAL LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS</td>
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<tr>
<td>428-003</td>
<td>HALDEX AUTOMATIC REAR SLACK ADJUSTERS</td>
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<td>41T-002</td>
<td>SYNTHETIC 75W-90 REAR AXLE LUBE</td>
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<td>42T-001</td>
<td>STANDARD REAR AXLE BREATHERS</td>
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<td><strong>Rear Suspension</strong></td>
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<tr>
<td>822-1E7</td>
<td>HENDRICKSON HAULMAAX @46,000#REAR SUSPENSION</td>
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<tr>
<td>621-1AP</td>
<td>HENDRICKSON Haulmaax/Ultimaax - 10.50&quot; Ride Height</td>
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<tr>
<td>624-009</td>
<td>54 Inch Axle Spacing</td>
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<tr>
<td>628-010</td>
<td>HENDRICKSON HN, Haulmaax and Ultimaax Series Steel Beams With Bar Pin</td>
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<tr>
<td>623-006</td>
<td>Fore/Aft and Transverse Control RODS</td>
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<tr>
<td>439-002</td>
<td>Rear Shock Absorbers - Two Axles (Tandem)</td>
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**Brake System**

<table>
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<tr>
<td>490-100</td>
<td>WABCO 4S/4M ABS</td>
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<tr>
<td>871-001</td>
<td>Reinforced Nylon, Fabric Braid and Wire Braided Chassis Air Lines</td>
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<tr>
<td>904-001</td>
<td>Fiber Braid Parking Brake Hose</td>
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<tr>
<td>412-001</td>
<td>Standard Brake System Valves</td>
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<tr>
<td>460-002</td>
<td>Standard Air System Pressure Protection System</td>
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<tr>
<td>413-002</td>
<td>STD U.S. Front Brake Valve</td>
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<tr>
<td>432-003</td>
<td>Relay Valve With 5-8 PSI Crack Pressure, No Rear Proportioning Valve</td>
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<tr>
<td>480-088</td>
<td>WABCO System Saver HP with Integral Air Governor and Heater</td>
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<tr>
<td>479-015</td>
<td>Air Dryer Frame Mounted</td>
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<tr>
<td>460-001</td>
<td>Steel Air Brake Reservoirs</td>
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<tr>
<td>607-016</td>
<td>Clear Frame Rail From Back Of Cab To Front Rear Suspension Bracket LH Rail Inside/Outboard and Below</td>
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<tr>
<td>477-008</td>
<td>BW DV-2 Auto Drain Valve With Heater - Wet Tank</td>
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**Trailer Connections**

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<tr>
<td>296-010</td>
<td>Primary Connector/Receptacle Wired For Separate Stop/turn, ABS Center Pin Powered Through Ignition</td>
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<tr>
<td>297-001</td>
<td>SAE J560 7-WAY Primary Trailer Cable Receptacle Mounted End of Frame</td>
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<tr>
<td>335-004</td>
<td>Upgraded Chassis Multiplexing Unit</td>
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**Wheelbase & Frame**

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<tbody>
<tr>
<td>545-562</td>
<td>5625mm (221 Inch) Wheelbase</td>
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<tr>
<td>546-102</td>
<td>7/16x3-9/16x11-1/8 Inch Steel Frame (11.11mmx28.26mm/0.437x11.13 Inch) 120Ksi</td>
<td>530</td>
<td>110</td>
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<tr>
<td>547-001</td>
<td>1/4 Inch (6.35mm) C-Channel Inner Frame Reinforcement</td>
<td>230</td>
<td>410</td>
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<tr>
<td>Data Code</td>
<td>Description</td>
<td>Weight Front</td>
<td>Weight Rear</td>
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<tr>
<td>552-072</td>
<td>2825MM (111 INCH) REAR FRAME OVERHANG</td>
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<tr>
<td>55W-011</td>
<td>FRAME OVERHANG RANGE: 111 INCH TO 120 INCH</td>
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<td>510</td>
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<tr>
<td>AC8-99D</td>
<td>CALC'D BACK OF CAB TO REAR SUSP C/L (CA): 155.45 in</td>
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<tr>
<td>AE8-99D</td>
<td>CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA): 152.45 in</td>
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<tr>
<td>AE4-99D</td>
<td>CALC'D FRAME LENGTH - OVERALL: 375.91 in</td>
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<tr>
<td>AM6-99D</td>
<td>CALC'D SPACE AVAILABLE FOR DECKPLATE: 155.45 in</td>
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<tr>
<td>FSS-0LH</td>
<td>CALCULATED FRAME SPACE LH SIDE: 113.2 in</td>
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<tr>
<td>FSS-0RH</td>
<td>CALCULATED FRAME SPACE RH SIDE: 136.54 in</td>
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<tr>
<td>553-001</td>
<td>SQUARE END OF FRAME</td>
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<tr>
<td>550-001</td>
<td>FRONT CLOSING CROSSMEMBER</td>
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<tr>
<td>559-001</td>
<td>STANDARD WEIGHT ENGINE CROSSMEMBER</td>
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<tr>
<td>562-001</td>
<td>STANDARD MIDSHIP #1 CROSSMEMBER(S)</td>
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<tr>
<td>572-001</td>
<td>STANDARD REARMOST CROSSMEMBER</td>
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<tr>
<td>565-001</td>
<td>STANDARD SUSPENSION CROSSMEMBER</td>
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**Chassis Equipment**

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<tr>
<td>556-1E5</td>
<td>14 INCH PAINTED STEEL BUMPER</td>
<td>20</td>
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<tr>
<td>558-033</td>
<td>REMOVABLE FRONT TOW HOOKS STORED ON THE CHASSIS FRAME</td>
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<tr>
<td>574-001</td>
<td>BUMPER MOUNTING FOR SINGLE LICENSE PLATE</td>
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<tr>
<td>551-002</td>
<td>HUCK-SPIN ROUND COLLAR CHASSIS FASTENERS</td>
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**Fuel Tanks**

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<thead>
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<tbody>
<tr>
<td>206-201</td>
<td>PREP FOR CUSTOMER FURNISHED CNG SYSTEM</td>
<td>-85</td>
</tr>
<tr>
<td>204-998</td>
<td>NO LH FUEL TANK</td>
<td>-20</td>
</tr>
<tr>
<td>230-801</td>
<td>CUSTOMER FURNISHED AND INSTALLED BACK OF CAB CNG FUEL TANK PACKAGE</td>
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</tr>
<tr>
<td>664-001</td>
<td>PLAIN STEP FINISH</td>
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<tr>
<td>220-803</td>
<td>COOLANT HOSES ONLY ROUTED TO BACK OF CAB FOR CUSTOMER INSTALLED NATURAL GAS FUEL HEAT</td>
<td>5</td>
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<tr>
<td>216-801</td>
<td>CNG, LNG, OR PROPANE INCOMPLETE FUEL LINES FOR TRANSPORT PURPOSES ONLY</td>
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<tr>
<td>11F-998</td>
<td>NO NATURAL GAS VEHICLE FUEL TANK VENT LINE/STACK</td>
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<tr>
<td>Data Code</td>
<td>Description</td>
<td>Weight Front</td>
</tr>
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<tr>
<td>202-020</td>
<td>STAINLESS STEEL AND SYNTHETIC RUBBER FLEXIBLE FUEL LINES - NATURAL GAS SERVICE</td>
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<tr>
<td>221-008</td>
<td>FUEL COOLER MOUNTED LEFT HAND IN RAIL</td>
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<tr>
<td></td>
<td><strong>Tires</strong></td>
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<tr>
<td>093-1XJ</td>
<td>BRIDGESTONE M70 315/80R22.5 20 PLY RADIAL FRONT TIRES</td>
<td>95</td>
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<td>094-2EG</td>
<td>BRIDGESTONE M70 11R24.5 14 PLY RADIAL REAR TIRES</td>
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<td>BRIDGESTONE M70 11R24.5 14 PLY RADIAL SPARE TIRE</td>
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<td><strong>Hubs</strong></td>
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<td>COMET PRESET PLUS PREMIUM IRON FRONT HUBS</td>
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<td>502-579</td>
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<td><strong>Cab Exterior</strong></td>
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<td>AIR CAB MOUNTING</td>
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<td>NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE</td>
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<td>BOLT-ON MOLDED FLEXIBLE FENDER EXTENSIONS</td>
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<td>LH AND RH GRAB HANDLES</td>
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<td>SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK</td>
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<td>DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME</td>
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<td>INTEGRAL STOP/TAI/L/BACKUP LIGHTS</td>
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<td>74A-001</td>
<td>RH DOWN VIEW MIRROR</td>
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<td>STANDARD SIDE/REAR REFLECTORS</td>
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<td>768-043</td>
<td>63X14 INCH TINTED REAR WINDOW</td>
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<td>TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS</td>
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<td>RH AND LH ELECTRIC POWERED WINDOWS, PASSENGER SWITCHES ON DOOR(S)</td>
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<td>663-013</td>
<td>TINTED WINDSHIELD</td>
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<td>659-019</td>
<td>2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED</td>
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<td>647-001</td>
<td>WHITE WINTERFRONT</td>
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**Cab Interior**

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<td>MOLDED PLASTIC DOOR PANEL</td>
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<td>BLACK MATS WITH SINGLE INSULATION</td>
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<td>DASH MOUNTED ASH TRAY(S) WITHOUT LIGHTER</td>
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<td>691-008</td>
<td>FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING</td>
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<tr>
<td>694-010</td>
<td>IN DASH STORAGE BIN</td>
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<td>742-007</td>
<td>(2) CUP HOLDERS LH AND RH DASH</td>
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<td>680-006</td>
<td>GRAY/CHARCOAL FLAT DASH</td>
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<td>720-003</td>
<td>5 LB. FIRE EXTINGUISHER</td>
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<td>HEATER, DEFROSTER AND AIR CONDITIONER</td>
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<td>STANDARD HVAC DUCTING</td>
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<td>MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH</td>
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<td>STANDARD HEATER PLUMBING</td>
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<td>DENS O HEAVY DUTY AIR CONDITIONER COMPRESSOR</td>
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<td>BINARY CONTROL, R-134A</td>
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<td>PREMIUM INSULATION</td>
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<td>285-013</td>
<td>SOLID-STATE CIRCUIT PROTECTION AND FUSES</td>
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<td>280-007</td>
<td>12V NEGATIVE GROUND ELECTRICAL SYSTEM</td>
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<td>324-011</td>
<td>DOME DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF</td>
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<td>655-005</td>
<td>LH AND RH ELECTRIC DOOR LOCKS</td>
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<td>284-023</td>
<td>(1) 12 VOLT POWER SUPPLY IN DASH</td>
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<td>756-312</td>
<td>SEARS C-2 PLUS SERIES MID BACK AIR SUSPENSION DRIVER SEAT</td>
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<td>760-222</td>
<td>SEARS C-2 SERIES MID BACK NON SUSPENSION PASSENGER SEAT</td>
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<td>711-004</td>
<td>LH AND RH INTEGRAL DOOR PANEL ARMRESTS</td>
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<td>758-1AF</td>
<td>FABRIFORM ASPHALT CONFETTI DRIVER SEAT COVER</td>
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<td>761-1AF</td>
<td>FABRIFORM ASPHALT CONFETTI PASSENGER SEAT COVER</td>
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<tr>
<td>763-102</td>
<td>HIGH VISIBILITY ORANGE SEAT BELTS</td>
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<td>532-002</td>
<td>ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN</td>
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<td>540-015</td>
<td>4-SPOKE 18 INCH (450MM) STEERING WHEEL</td>
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<td>765-002</td>
<td>DRIVER AND PASSENGER INTERIOR SUN VISORS</td>
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**Instruments & Controls**

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<td>732-004</td>
<td>GRAY DRIVER INSTRUMENT PANEL</td>
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<td>GRAY CENTER INSTRUMENT PANEL</td>
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<td>87L-003</td>
<td>ENGINE REMOTE INTERFACE WITH PARK BRAKE AND NEUTRAL INTERLOCKS</td>
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<tr>
<td>870-001</td>
<td>BLACK GAUGE BEZELS</td>
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<td>LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM</td>
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<td>840-002</td>
<td>2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES</td>
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<td>198-025</td>
<td>INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS</td>
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<td>721-003</td>
<td>PRECO 1040 87 DB TO 112 DB AUTOMATIC SELF-ADJUSTING BACKUP ALARM</td>
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<td>149-013</td>
<td>ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL</td>
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<td>156-007</td>
<td>KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY</td>
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<td>811-042</td>
<td>ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED</td>
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<td>160-038</td>
<td>HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH</td>
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<td>2 INCH ELECTRIC FUEL GAUGE</td>
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<td>ENGINE REMOTE INTERFACE WITH PRESET FAST IDLE</td>
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<td>163-001</td>
<td>ENGINE REMOTE INTERFACE CONNECTOR AT BACK OF CAB</td>
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<td>856-001</td>
<td>ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE</td>
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<td>864-001</td>
<td>2 INCH TRANSMISSION OIL TEMPERATURE GAUGE</td>
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<td>ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY</td>
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<td>CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS</td>
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<td>ELECTRIC ENGINE OIL PRESSURE GAUGE</td>
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<td>748-184</td>
<td>AM/FM/MW/B WORLD TUNER RADIO WITH CD PLAYER, BLUETOOTH, IPOD INTERFACE, USB AND AUXILIARY INPUTS, J1939</td>
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<td>DASH MOUNTED RADIO</td>
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<td>(2) RADIO SPEAKERS IN CAB</td>
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<td>752-017</td>
<td>MULTI-BAND AM/FM/WB/CB LH MIRROR MOUNTED ANTENNA SYSTEM</td>
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<td>RADIO WIRING WITH POWER CUTOFF WHEN VEHICLE IN REVERSE GEAR</td>
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<td>ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER</td>
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<td>STANDARD VEHICLE SPEED SENSOR</td>
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<td>ELECTRONIC 3000 RPM TACHOMETER</td>
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<td>IGNITION SWITCH CONTROLLED ENGINE STOP</td>
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<td>SIX ON/OFF ROCKER SWITCHES IN THE DASH WITH INDICATOR LIGHTS; FOUR WIRE TO</td>
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<td>CHASSIS AT BACK OF CAB, TWO UNWIRED, LABEL ALL OPT</td>
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<td>836-015</td>
<td>DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY</td>
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<td>660-008</td>
<td>SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY</td>
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<td>MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH</td>
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<td>882-009</td>
<td>ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR</td>
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<td>299-013</td>
<td>SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN</td>
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<td>298-039</td>
<td>INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP</td>
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**Design**

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<td>PAINT: ONE SOLID COLOR</td>
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**Color**

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<td>980-3CA</td>
<td>CAB COLOR A: L5946EB GREEN ELITE BC</td>
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<td>BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT</td>
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<td>962-972</td>
<td>POWDER WHITE (N0000EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)</td>
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<td>POWDER WHITE (N0000EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)</td>
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<td>96F-972</td>
<td>POWDER WHITE (N0000EA) SPARE WHEEL/RIM (PKWHT21, TKWHT21, W, TW)</td>
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<td>964-6Z7</td>
<td>BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX</td>
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Application Version 10.1.105
Data Version PRL-180.028
MY2020 14S0 CNG_Nashua_QID 4703
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<td>U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS</td>
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<td>998-001</td>
<td>CORPORATE PDI CENTER IN-SERVICE ONLY</td>
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**TOTAL VEHICLE SUMMARY**

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<td>17656 lbs</td>
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<td>Total Weight</td>
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<td>8507 lbs</td>
<td>17656 lbs</td>
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**Extended Warranty**

WAG-009 TOWING: 6 MONTHS/UNLIMITED MILES/KM EXTENDED TOWING COVERAGE $550 CAP FEX APPLIES

(+) Weights shown are estimates only.
If weight is critical, contact Customer Application Engineering.
**DIMENSIONS**

Vehicle Specifications Summary - Dimensions:

- **Model**: 114SD
- **Wheelbase (545)**: 5625MM (221 INCH) WHEELBASE
- **Rear Frame Overhang (552)**: 2325MM (111 INCH) REAR FRAME OVERHANG
- **Fifth Wheel (578)**: NO FIFTH WHEEL
- **Mounting Location (577)**: NO FIFTH WHEEL LOCATION
- **Maximum Forward Position (in.)**: 0
- **Maximum Rearward Position (in.)**: 0
- **Amount of Slide Travel (in.)**: 0
- **Slide Increment (in.)**: 0
- **Desired Slide Position (in.)**: 0.0
- **Cab Size (629)**: 114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
- **Sleeper (682)**: NO SLEEPER BOX/SLEEPER CAB
- **Exhaust System (016)**: SINGLE HORIZONTAL RH CATALYST WITH CAB MOUNTED VERTICAL TAILPIPE

**TABLE SUMMARY - DIMENSIONS**

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Data Version PRL-18D.028
MY2020 114SD CNG_Nashua_QID 4703

11/09/2018 2:49 PM
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<thead>
<tr>
<th>Dimension Description</th>
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<td>Bumper to Centerline of Front Axle (BA)</td>
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<td>Min. Cab to Body Clearance (CB)</td>
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<td>Back of Cab to Centerline of Rear Axle(s) (CA)</td>
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<td>Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)</td>
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<td>Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)</td>
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<td>Back of Cab Protrusions (CNG Tank)</td>
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<td>Unladen Frame Height at Centerline of Rear Axle</td>
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Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.
January 10, 2019  
Memo #19-112  

TO:  
MAYOR DONCHESS  
FINANCE COMMITTEE  

SUBJECT:  PURCHASE OF ONE (1) FRONT LOADER AND ONE (1) SIDE LOADER – SOLID WASTE VEHICLES (VALUE: $637,421)  
DEPARTMENT: 168 SOLID WASTE; FUND: BOND  
ACTIVITY: CERF  

Please see the attached communication from Jeff Lafleur, Solid Waste Department Superintendent dated July 26, 2018 for the information related to this contract.  

Pursuant to § 5-84 Special purchase procedures A. (3) Purchases which can be procured through cooperative intergovernmental purchase agreements with other governmental jurisdictions.  

The Solid Waste Department Superintendent, Board of Public Works (July 26, 2018 meeting) and the Purchasing Department recommend the award of these purchases in an amount of $637,421 to McNeilus Truck and Manufacturing Inc. of Morgantown, PA.  

Respectfully,  

Dan Kookan  
Purchasing Manager  

Cc:  J Lafleur    L Fauteux
City of Nashua, Public Works Division

To: Board of Public Works  
Meeting Date: July 26, 2018

From: Jeff Lafleur, Superintendent  
Solid Waste Department

Re: Approval to purchase Two (2) Solid Waste Collection Vehicles

C. Motion: To approve the purchase of one (1) front load and one (1) semi-automated solid waste collection vehicle from McNeilus of Morgantown, PA in the amount of $637,421 pending bond approval, pursuant to the Sourcewell (formerly NJPA) Contract #112014-MCN. Funding will be through Department 168 Solid Waste; Fund: Bond; Activity: CERF.

Attachments: McNeilus Quotes, vehicle 13-019 and 13-199 service histories

Discussion: The Solid Waste Department requires nineteen (19) trucks to collect trash, recycling, soft yard waste and oversized items. The front load packer #13-019 and semi-automated side load truck #13-199 are planned replacements for FY19. The front load truck #13-019 is used daily for refuse container collection from the schools, police, library and other city departments as well. The semi-automated truck #13-199 is used solely for recycling pickup. The front load truck has 57,004 miles and 4306 hours. The front load truck does not have a backup when it is down for maintenance or has a breakdown; this causes a back log of full containers throughout the city departments it services. With the new replacement this truck will be retained into a back line status.

Truck #13-199 has 33,000 miles and 6615 hours and will be retained for backup and will be shared with the Parks Department for servicing the stadiums and various parks around the city.

The Solid Waste Department sent a RFP for one (1) semi-automated and one (1) semi-automated refuse truck. The specifications were based on past experience and testing of several different types of truck and bodies over the course of several months. Manufacturers were requested to provide a CNG and Diesel engine alternative. CNG was chosen as the fuel so as to continue with the City of Nashua’s efforts to be green and the recent reduction in the price of the CNG and increase of diesel has made this option favorable.

The manufacturer that met the City’s refuse body specifications was provided by McNeilus. The purchase of the Mack chassis and McNeilus body packages will further standardize the Solid Waste Fleet.

We are also confident in McNeilus’s product, experience, reputation and the company’s ability to provide timely service, support and parts to the City. The Solid Waste Superintendent and Fleet Manager recommend the purchase of these trucks.

All approvals are pending approval of Bond.
Model 3144: Manual 31 yd Side Loader

Quote Number: 0W5201806280802  Rev: 0

To:
City Of Nashua
229 Main St
P.O. Box 2019
Nashua, NH 03061 USA
Attn: John Stewart

Delivery Point:

Unit Price: $311,136
Federal Excise Tax: $ -
Freight: $4,081
Surcharge: $ -
Ext. Warranty: $5,801
Total Unit Price: $321,018
Quantity: 1
Extended Price: $321,018

Standard Equipment:
Commerical Interchange Pump and Valves
D.O.T. Reflective Tape
Tailgate Safety Prop

Options included in Price:
18x18x24 steel toolbox, Curbside
Allison 4500 - 5 year limited warranty
Center Stop Light
Clean-out Tool, One (1)
CNG-MTM Purchased Agility 75DGE, Roof Mount
CNG/LNG Handling Provision
Cummins ISL Exti Coverage: 5 yr / 250K miles (Prot Plan 1)

Decal: Frequent Stops
Fire Extinguisher In Cab, 5 lb
Fire Extinguisher, 20 lb., Curbside
Hopper Work Lights: 2 LED
Methane Detector in Cab (MTM)
Mudflaps, Front: Black w/McNeilus Logo
Partial Door with 12 inch Plastic Extension
Safety Triangle Kit in Cab
Smart Lights, (8), 4" on Tailgate, Body Front, Center Stop Brkt

SSV9 (2017) 9" Color 6 port, 128GB SD Card, 3 Cameras
Tipper Model: McNeilus SSP6 (2)
Wheel Chock Holder Curb Side Between Tandems
XWear Overlay on Packer Shoes and Track

Rosenboom Cylinders
Dual Cleanouts
Aerquip Hoses
Street Side Door
Front and Rear Mudflaps
L.E.D. Lights

Quantity Discount
Printed: 6/28/2018

Printing includes all applicable discounts for quantity quoted. Change of quantity ordered may result in revision of price.

Freight Charges
Freight charge is estimated based upon fuel cost at the time of quotation. The charge is subject to change at the time of delivery. Shipping arrangements (when applicable) are made for the convenience of the customer. Seller assumes no responsibility for the equipment in transport.

Specifications
All specifications are subject to change without notice. Several factors beyond the control of the chassis OEM or McNeilus may result in the substitution of components of equal or greater quality.

Special Options
Special options are subject to Engineering application approval.

Taxes
No state or local taxes are included in the prices quoted herein. Any applicable state and local taxes must be added to these prices and paid directly by the purchaser.

Terms & Conditions
This quotation assumes is subject to the standard terms and conditions of London Machinery, McNeilus Truck and Manufacturing Co. and Omkosh Corporation, including limitations of warranty.

Payment Terms
Due upon receipt.

Chassis: 20- Mack LR DF Special Order CNG

This quotation is valid until 07/28/2018. Any order is contingent upon acceptance by McNeilus Companies, Inc.

By signing and returning this document, you are indicating that you have read and approved the above specification.

THIS QUOTE MAY BE SUBJECT TO THE IMPOSITION OF A SURCHARGE BASED ON PRICE INCREASES ON STEEL. WE WILL PROVIDE EXACT AMOUNT OF SURCHARGE AS SOON AS PRACTICABLE.

NJPA Contract #112014-MCN

Authorized Signature

Date
Model 4029: Atlantic 40 yd Front Loader (FE)

Quote Number: 0WS201806282305  Rev: 0  Printed: 3/29/2018

To:
City Of Nashua
229 Main St
P.O. Box 2019
Nashua, NH 03061 USA
Attn: John Stewart

Delivery Point:

Unit Price: $300,440
Federal Excise Tax: -
Freight: $4,081
Surcharge: -
Ext. Warranty: $11,882
Total Unit Price: $316,403
Quantity: 1
Extended Price: $316,403

Standard Equipment:
Commercial Interchange Pump and Valves
D.O.T. Reflective Tape
Tailgate Safety Prop

Body Access Door
Auto Pak
Aerquip Hoses
Excalibre Packing Cylinders
Front Mesh Screen
L.E.D. Lights

Options Included in Price:
Add Top Spot Mirror, Streetside
Allison 4500 - 5 year limited warranty
ANSI Roof Ladder, Rearward (CR)
Atlantic floor CS clean out only
Can Dump Light, LED, Canopy (1)
Center Stop Light
Cleatout Door, Spill Tray, Curbside
CNG - MTM Purchased Agility 75DGE, Roof Mount
CNG/LNG Handling Provision
Cummins ISL Ext. Coverage: 5 yr / 250K miles (Prot Plan 1)
Fire Extinguisher in Cab, 5 lb.
Fire Extinguisher, 20 lb., Body Mounted, Streetside
Five Year Cylinder Warranty
Flash Warning for Body/TG/Arm Raised
Limit speed to 7 mph with TG open
Methane Detector in Cab (MTM)
Monitor Mount Center Overhead
MTM-installed Chelsea 891 Ext PTO Hotshift
MudTaps, Front; Black w/ McNeilus Logo
Safety Triangle Kit in Cab
Service Lift (ATL/CPL)
Smart Lights (4), 4" on Tailgate
SS Between Tandems (For Poly Blocks)
SSV9 (2017) 9" Color 6 port, 128GB SD Card, 2 Cameras
Toolbox, 18x24x18, Steel
Warning Light, Low Hydraulic Oil
Chassis: 2019 Mack MVR633 Spec Ord (CNG)

This quotation is valid until 07/28/2018. Any order is contingent upon acceptance by McNeilus Companies, Inc.

By signing and returning this document, you are indicating that you have read and approved the above specification.

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NVPA Contract #112014-MCN

Authorized Signature

Date
Technical Specification

LR 64R G

CUSTOMER/VEHICLE INFO

2020 MODEL YEAR
DEALER FLEET WITH LESS THAN 25 VEHICLES IN OWN FLEET OF ANY VEHICLE BRAND
2019B Pricebook
LR 64R G DAYCAB
COMMERCIAL
ALL 50 STATES, NON-CARB ENGINE EMISSION (US17)
ENGLISH
CLASS C ON/OFF HIGHWAY
REFUSE AUTOMATIC SIDE LOADER TRUCK
NORMAL HIGHWAY, STARTING GRADES<12%
CONCRETE LOADING AND / OR UNLOADING SURFACE
REFUSE / LANDFILL OPERATION

APPLICATION PACKAGES

NO PILOT REQUESTED

ENGINE/TRANSMISSIONS

ISL9-G 320 CUMMINS-NZ 320HP @ 2200 RPM (GOV), 1055 LB-FT, US'17
4500 RDS 6 SP-ALLISON RUGGED DUTY SERIES GEN 5 W/PROGNOSTICS

EXHAUST/EMISSIONS

WITHOUT DPF, WITH VERTICAL RH SIDE BOC 3-WAY CATALYTIC CONVERTER (CNG/LNG)
SINGLE VERTICAL RIGHT SIDE OUTBOARD MOUNTED STRAIGHT EXH STACK PLAIN END, SIDE OUTLET/DIFFUSER
W/O VERT EXH-BRIGHT FINISH
EXHAUST AFTER-TREATMENT SYSTEM 3-WAY CATALYTIC CONVERTER (CNG/LNG)
EMISSION OBD, DISPLAY ONLY, USA2018

ENGINE EQUIPMENT

THE AMERICAN TRUCK
YOU CAN COUNT ON
CUMMINS TWIN (30.4 CFM)
15" SINGLE ELEMENT FACTORY OPT
DELCO 12V 160A (24SI)
(3) MACK 12V 760/2280 CCA THREADED STUD TYPE
CHEVRON EXTENDED LIFE COOLANT W/O NITRITES (50/50 MIX DYED RED) TO -34DEG
W/O BUG SCREEN/WINTER FRONT
W/O AUXILIARY COOLING
CUMMINS 120V/1000W
HORTON FAN, "ON-OFF" – replaces 1181010
W/O ENGINE BRAKE
CUMMINS CNG COALESCEING FUEL FILTER, STANCHION MTD ON FRAME
GAS SUPPLY REGULATOR HEATER
SILICONE RADIATOR AND HEATER HOSES
PLASTIC COATED CABLE, MOUNTED FRONT OF EACH BATTERY BOX LENGTH TO ALLOW COVER TO SET ON GROUND
SINGLE BOX (3) BATTERY MAX PERP. TO FRAME 11" FROM NTOF
MOLDED PLASTIC
FLAMING RIVER BIG SWITCH WIRED TO POSITIVE SIDE
WITHOUT BATTERY SHOCK PADS
W/O EMERGENCY STARTING RECEPT.

CLUTCH/TRANS EQUIPMENT
MERITOR 18 MXL "XTENDED LUBE"
FURNISH TC521 FOR USE W/ALLISON (HD, RDS) TRANSMISSION
TRANSYND SYNTHETIC LUBE FOR ALLISON TRANS
REMOTE MTD OIL COLLER FURNISH FOR ALLISON TRANSMISSION
HALF-ROUND UNIVERSAL JOINT
PROPELLER SHAFT MAIN, UNIVERSAL JOINT HALF-ROUND TYPE
MERITOR 17 MXL "XTENDED LUBE"
WITHOUT TRANSMISSION OIL MONITORING, REMOTE FITTING
WITHOUT GEAR SHIFT INHIBITOR

FRONT AXLE EQUIPMENT
20000# (9100 KG) MACK FXL20 WIDE PIVOT CENTER STRAIGHT SPINDLE/UNITIZED BEARINGS
MERITOR "S" CAM TYPE 16.5" x 6" Q+
MERITOR R403
CAST IRON
FURNISH
FERROUS
DOUBLE ACTING TYPE
HALDEX - AUTOMATIC

THE AMERICAN TRUCK
YOU CAN COUNT ON
In Progress

MACK TAPERLEAF 20000# (9100 KG) GROUND LOAD RATING
STATIC LOAD CUSHIONS
M100P PLUS RIGHT SIDE ASSIST CYLINDER
FRONT BRAKE CHAMBER MANUFACTURER, MGM
FRONT BRAKE CHAMBER 30SQ INCHES (SERVICE)

REAR AXLE EQUIPMENT
W/O WIDE TRACK AXLE OPTION
ABEX 931-162 (MERITOR R301) (REAR EACH AXLE 23,000LBS MAX)
HALDEX - AUTOMATIC
46000# (20900kg) MERITOR RT46-160 (SINGLE REDUCTION) W/PDLO
HMX460 HENDRICKSON 46000#
W/O AIR SUSP HEIGHT CONTROL
VENDOR CARRIER
5.63 RATIO
MERITOR - CAM 16.5"x8.0" Q+
CAST IRON
FURNISH
W/O LUBE PUMP AND FILTER
ALUMINUM PRESET REAR HUB W/INTEGRATED SPINDLE NUT
PREMIUM
POWER DIVIDER LOCKOUT, W/BUZZER & LIGHT
SHOCK ABSORBERS - OUTBOARD MOUNTED ON FORWARD AND REAR AXLES EACH SIDE
75W - 90 (SYNTHETIC LUBRICANT)
W/O SHOCK INSULATORS
MGM TR-T (TAMPER RESISTANT BRAKE CHAMBERS) RECLOCK INLET PORTS FOR OPTIMUM GROUND CLEARANCE
REAR SPRING BRAKE CHAMBERS 30/30 TYPE
54" AXLE SPACING (BOGIE WHEELBASE)
DRIVER CONTROLLED INTER WHEEL DIFFERENTIAL LOCK FRT RR AXLE, MANUAL AIR VALVE W/WARNING LIGHT.
TRANSVERSE TORQUE ROD - ALL AXLES
W/O OPTION
SPINDLE NUTS, MAIN AXLE, INTEGRATED
4S/4M SYSTEM REAR WHEEL END SENSORS
NEOPRENE FOR MGM BRAKE CHAMBERS
BENDIX WITHOUT TRACTION CONTROL

FRAME EQUIPMENT/FUEL TANKS
STEEL-3/8" X 13 3/8" X 3 1/4" (CLASS 8)
250"
61"
WITHOUT FRAME REINFORCEMENT - INSIDE
W/O RUST PREVENTATIVE OPTION
12" FRONT FENDER MOUNTED
FLUSH-PAINTED STEEL
1/2" (12mm) BOLTED BOG AND INTERMEDIATES MOUNTED 0.125" BELOW RAIL, DROP FRAME
W/O OPTIONAL CROSSMEMBERS BEHIND REAR AXLE/Bogie
FURNISH STANDARD STEEL CLOSING REAR CROSSMEMBER
W/O FRAME RAIL CLEARANCE
SKID PLATE UNDER BUMPER AND RADIATOR
CENTER TOW CAPABILITY BASED ON BUMPER SELECTION
WITHOUT TOWING DEVICES, REAR
W/O FRONT FRAME EXTENSION
HIGH PRESSURE HOSES

AIR/BRAKE
W/O INCREASED AIR RESERVOIR CAPACITY
W/O BODYBUILDER AIR LINES
MERITOR/WABCO 1800P W TURBO CUT OFF VALVE & COALESING OIL FILTER
W/O RELOCATION OPTION
STEEL
AUTO DRAIN VALVE, HEATED ON SUPPLY TANK, MANUAL (PETCOCK) ON ALL OTHER TANKS
FURNISH WORK BRAKE
SINGLE VALVE SYSTEM
WITHOUT CUSTOMER SPECIFIED CHASSIS PACKAGING

ELECTRICAL
TRUCKLIGHT LED TYPE ROOF MARKER for LR
ENGINE RUNNING ACTIVATED
PRECO, MODEL 1059
COMPUTER AND 2-WAY RADIO DEDICATED CIRCUIT
ALL CIRCUITS FUSE/BREAKER PROTECTED
HEADLAMP BULB TYPE, HALOGEN
INCANDESCENT TAIL LAMPS
PROVISION FOR LOCAL INSTALLATION OF STROBE LIGHTS
WITHOUT HEADLAMP PROTECTION
FRONT AND SIDE DIRECTION IND & MARKER, LED TYPE

TRAILER CONNECTIONS
WIRED THRU OUTER MARKER LIGHTS
PTO
FURNISH PUMP MTG PROVISIONS - INCLUDE WIRING, SWITCHES, AND INDICATORS AS REQUIRED
EL PREP KIT, REFUSE (NO PASS THRU, 9 & 29 PIN BOC), CTRL LINK2
1350 SERIES FLANGE (DOES NOT INCLUDE FRONT FRAME EXTENSION)
WITHOUT PTO ENGINE REAR
W/O TRANSMISSION MOUNTED PTO

SPECIALTY EQUIPMENT
CERTIFIED WEIGHT
DROP FRAMEDROP FRAME
W/O SPECIAL DECALS

CAB (A THRU G)
FLOOR MAT, RUBBER
FUEL LEAK DETECTOR, GAS
GRADUATED LOCK UP (AIR CLEANER INTAKE MOUNTED)
W/O REAR VIEW CAMERA PREP KIT
U.S. UNITS (PREDOMINANT)
TRANSMISSION GAUGE AND TRANS. OIL HIGH TEMPERATURE LIGHT
WITHOUT AUXILIARY GAUGES
5LB EXTINGUISHER (ABC RATED) MOUNTED ON INTERIOR REAR CAB PANEL BETWEEN SEATS (FIRE EXTINGUISHER)
TWO 2 SPEED CAB FANS HEADER MTD IN CENTER OF CAB W/SWITCHS
STD HEATER
MACK INTEGRAL W/HEATER (COMBO HEATER/AIR CONDITIONER UNIT) W/R134a REFRIGERANT
WITHOUT CARBON MONOXIDE DETECTION SYSTEM

CAB (H THRU R)
AM/FM PREMIUM STEREO, CD-PLAYER, MP3, WEATHERBAND, HANDSFREE INTERFACE, BLUETOOTH
RADIO ANTENNA, CH STYLE COWL MOUNTED ON LH SIDE
AUTO SHUTOFF FOR RADIO ENTERTAINMENT SYSTEM WHEN VEHICLE IS ENGAGED IN REVERSE
W/O CAB POWER OUTLET
ALL CHASSIS KEYED ALIKE - 2 KEYS (M-118)
W/O PERSONALIZED OPTION
W/O REAR STORAGE POUCH
WITHOUT OVERHEAD SWITCH PANEL

CAB (S THRU Z)
W/O INDEPENDENT ENGINE HOURMETER
SEARS SEATING C-2 W/FABRIFORM CUSHIONS (MID BACK) AIR SUSPENSION

THE AMERICAN TRUCK
YOU CAN COUNT ON
In Progress

SEARS SEATING FOLD UP PASSENGER SEAT
DRIVER- FABRIFORM CLOTH, BLACK RIDER- CLOTH, BLACK
SEAT BELTS (ORANGE) RETRACTORS, LAP AND SHOULDER FOR DRIVER AND LAP BELT
FOR FOLD-UP RIDER SEAT
STEERING COLUMN, ADJUSTABLE TILT TELESCOPE
TWO SPOKE URETHANE GRIP CHARCOAL SPOKES
MANUAL CANCELLING TURN SIGNALS
FURNISH WINDSHIELD PROTECTOR
W/O WINDSHIELD WASHER OPTION
BOTH SIDES

CAB EXTERIOR
WITHOUT EXTERIOR SUN VISOR
L.H. DRIVE WITH R.H OPERATING POSITION, EXTENDED CAB VERSION
AIR ASSIST
FURNISH STANDARD (2) STEP CAB ACCESS OPTION
BLACK, EXTENDED CAB VERSION
W/O ROOF MTD LAMP OPTION
EMBLEMS OPTION, COMPLETE
(1) BLACK TWIN TRUMPET, UNDER CAB MOUNTED
SINGLE TONE
LH & RH ELECTRIC HEATED & OPERATED, W/O MEMORY
BLACK SQUARE HEATED CONVEX MIRROR - (except on bi-fold doors)
RECT CONVEX ABOVE RH & LH DOOR
W/O ROOF VENT VENTILATION
LH FRONT HINGED DOOR W/PWR WINDOW, RH REAR FOLD UP W/ FIXED WINDOW
W/O RH DOOR PEEP WINDOW AND W/O LH DOOR VENT
CAB CORNER PROTECTION, FRONT

WHEELS & TIRES
LOW ROLLING RESISTANCE, BETTER FUEL ECONOMY
BASIC ROLLING RESISTANCE, POOR FUEL ECONOMY
EIGHT REAR AXLE TIRES & WHEELS
TWO FRONT TIRES & WHEELS
DRIVE WHEEL STUDS LONGER LENGTH
315/80R22.5 L BRIDGESTONE M860A (ALL POSITIONS)
22.5x9.00 HAYES LEMMERZ STEEL DISC 10-HOLE HUB PILOTED, FIVE HAND HOLES (11
1/4"/286mm BC) 5.25" INSET
W/O FRONT DISC WHEEL BRIGHT FINISH
PROVIDE STANDARD VALVE STEMS AND CAPS
TIRE SPEED LIMIT BASIC
11R22.5 H BRIDGESTONE M799 (DRIVE ONLY)

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In Progress

22.5x8.25 HAYES LEMMERZ STEEL DISC 10-HOLE HUB PILOTED, FIVE HAND HOLES (11)
1/4"/286 mm BC)
W/O REAR DISC WHEEL BRIGHTFINISH
W/O PROTECTIVE NYLON SPACER BETWEEN DISCS WHEEL TO DRUM
SPARE REAR WHEEL AND TIRE TO MATCH CHASSIS
WHEEL NUT BASIC FINISH, REAR

COMMUNICATION SYSTEMS
W/O SOFTWARE DOWNLOAD PASSWORD
W/O SOFTWARE DOWNLOAD NOTIFICATION

ENGINE ELECTRONICS
W/O COOLANT LEVEL ENGINE SHUTDOWN
W/O ELECTRONIC HAND THROTTLE, JUMP TO MIN. ENGINE SPEED
ELECTRONIC HAND THROTTLE, MAX ENGINE SPEED, 2100 RPM
ELECTRONIC HAND THROTTLE, MIN ENGINE SPEED, 700 RPM
W/O ELECTRONIC HAND THROTTLE, SINGLE SPEED SETTING
ELECTRONIC HAND THROTTLE, MAX ROAD SPEED, 16 KMH (10 MPH)
W/O ELECTRONIC HAND THROTTLE, SINGLE SPEED CONTROL
ELECTRONIC HAND THROTTLE, SPEED RAMP RATE, 100 RPM/SEC
W/O ENG FAN CONTROL, A/C ON, TIME SETTING
W/O ENGINE IDLE ADJUST
ENGINE IDLE COOLDOWN, DISABLE
W/O IDLE SHUTDOWN TIME
ENGINE PROTECTION (SHUTDOWN)
OIL PRESSURE, ENGINE SHUTDOWN
COOLANT TEMP, ENGINE SHUTDOWN
W/O SMART IDLE INCREASE TIME
IDLE SHUTDOWN ABS TAMPER CHECK, ENABLED
W/O ENGINE IDLE SHUTDOWN TIME OVERRIDE IF EHT ACTIVE
ENGINE IDLE SHUTDOWN TIME OVERRIDEN IF PTO ACTIVE
38C DEG (100F), WARM UP TEMP DELAY
5 MIN, WARM UP TIME DELAY
30 SEC IDLE S/D WARNING TIME
ENGINE IDLE SHUTDOWN, DISABLE
ENG IDLE SHUTDOWN TIME OVERRIDEN IF TORQUE > THAN LIMIT

TRANSMISSION ELECTRONICS
W/O DIRECTION CHANGE ENABLE FUNCTION (DATALINK)
ALLISON VOC PKG# 183 RDS REFUSE WITH AUTO-NEUTRAL, PBAN, RDCI -2nd gear speed
limiting for RH operat
W/O GPIO PACKAGE

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In Progress

WITHOUT AUXILIARY FUNCTION RANGE INHIBIT
In Progress

WITHOUT LOAD/GRADE SHIFT SENSING
WITHOUT ROLLING DIRECTION CHANGE INHIBIT
WITHOUT ALLISON PRESELECTED GEAR DURING ENGINE BRAKING
WITHOUT PRIMARY CALIBRATION SHIFT SELECT MASK
WITHOUT SECONDARY CALIBRATION SHIFT SELECT MASK
WITHOUT FUELSENSE
WITHOUT DYNACTIVE BIAS, PRIMARY CAL
WITHOUT DYNACTIVE BIAS, SECONDARY CAL
WITHOUT NEUTRAL AT STOP
WITHOUT ALLISON ACCELERATION RATE MANAGEMENT
ENGINE SMART TORQUE FEATURE, DISABLED
WITHOUT TRANSMISSION PROTECTION

VEHICLE ELECTRONICS

MIN CRUISE, 32 KPH (20 MPH)
WITHOUT 1ST RATIO FOR REDUCED HIGH IDLE
WITH CRUISE CONTROL
MAX CRUISE, 105 KPH (65 MPH)
DETECTION OF SPEED SENSOR TAMPERING, ENABLE
ENG TORQUE LIMITED TO 50%, IF SPEED SENSOR TAMPER DETECTED
ENGINE IDLE DELAY TO START LOG, 2 MIN
ENGINE OVERSPEED, ALL CONDITIONS, TIME LOG IF ABOVE 2200 RPM
ENGINE OVERSPEED, FUELED, TIME LOG IF ABOVE 2100 RPM
WITHOUT LAST RATIO FOR FULL HIGHLIDLE
ACTIVATE ALERT AT 90% OF THE TIME/DISTANCE SETTING
DISABLE POWER DIVIDER LOCK OUT (PDL0) ROAD SPEED LIMIT
105 KM/H PEDAL ROAD SPEED LIMITER (65MPH)
PERIODIC TRIP LOG, DAY 1 OF THE MONTH
WITHOUT PERIODIC TRIP LOG, DAY OF WEEK
WITHOUT PERIODIC TRIP LOG, HOUR
105 KM/H ROAD SPEED LIMITER (65MPH)
WITH SERVICE ALERT
SERVICE INTERVALS, VOCATIONAL APPLICATION
VEHICLE OVERSPEED, FUELED, TIME LOG IF ABOVE 70MPH (113KM/H)
VEHICLE OVERSPEED, ALL COND, TIME LOG IF ABOVE 75MPH (121KM/H)
WITHOUT MAXIMUM ENGINE SPEED AT 0 MPH

PTO ELECTRONICS

WITHOUT FAN ENGAGEMENT DUE TO PTO
PTO 1ST, MAX ENGINE SPEED, 2100 RPM
1ST PTO, MAX ROAD SPEED, 10 MPH (16KPH)

THE AMERICAN TRUCK
YOU CAN COUNT ON
PTO 1ST, MINIMUM ENGINE SPEED, 600 RPM
PTO 1ST, ROAD SPEED LIMIT, 97 KMH (60 MPH)
WITHOUT PTO 1ST, SINGLE SPEED CONTROL
PTO 1ST, SPEED RAMP RATE 100 RPM/SEC
PTO 1ST, AUTO SET SINGLE SPEED, DISABLE
WITHOUT PTO 1ST, JUMP TO MINIMUM ENGINE SPEED
PTO 2ND, MAX ENGINE SPEED, 2100 RPM
2ND PTO, MAX ROAD SPEED, 10 MPH (16KPH)
PTO 2ND, MINIMUM ENGINE SPEED, 600 RPM
PTO 2ND, ROAD SPEED LIMIT, 97 KMH (60 MPH)
WITHOUT 2ND PTO, SINGLE SPEED CONTROL
PTO2 SINGLE SPEED SETTING, 1000 RPM
PTO 2ND, SPEED RAMP RATE 100 RPM/SEC
PTO 2ND, AUTO SET SINGLE SPEED, DISABLE
WITHOUT PTO 2ND, JUMP TO MINIMUM ENGINE SPEED
PTO 1ST, SINGLE SPEED SETTING, 1000 RPM
W/O PTO1 FOR SPLITTER RANGE
W/O PTO2 SPLITTER RANGE

PAINT
SINGLE COLOR
FIELD GREEN: 942832
NO SECOND TRUCK COLOR PROVIDED; NO COLOR
NO THIRD TRUCK COLOR PROVIDED; NO COLOR
SOLID PAINT
PAINT - CAB, URETHANE CLEAR COAT
SAME AS FIRST COLOR - CAB
MACK BLACK (URETHANE)
CHASSIS PAINT PROCESS, STANDARD COLOR (MACK BLACK) 6ABZ1X
PAINT BUMPER SAME COLOR AS CHASSIS RUNNING GEAR
W/O OPTIONAL FUEL TANK PAINT
PRE-FINISHED POWDER COAT WHITE
PRE-FINISHED POWDER COAT WHITE
WITHOUT PAINT
WITHOUT PAINT
SAME AS CHASSIS RUNNING GEAR
SAME AS CHASSIS RUNNING GEAR
CALCULATED CODES - KAK
NO, THE ORDER MUST NOT BE CALCULATED (Requires CA Quote)
WITHOUT PROP SHAFT FROM MAIN TO AUX TRANSMISSION

THE AMERICAN TRUCK
YOU CAN COUNT ON
BASE WARRANTY & PURCHASED COVERAGES

US - WARRANTY REGISTRATION LOCATION

ALLISON TRANSMISSIONS (Contact Allison Transmission for standard warranty and extended coverage data)

NO GUARDDOG CONNECT (ASIST & MACK ONECALL)

WITHOUT OMNITRACS FOR MACK TRUCKS

W/O TELOGIS PACKAGE

HEAVY DUTY WARRANTY CLASSIFICATION

STANDARD VENDOR NORMAL / HEAVY DUTY COVERAGE 36 MONTHS/350,000 (563,000 KM)

AIR CONDITIONING STANDARD COVERAGE (Sealed System Only) 12 MONTHS UNLIMITED MILEAGE

STANDARD NORMAL / HEAVY DUTY CHASSIS TOWING 90 DAYS OR 5,000 MILES

CUMMINS ENGINES (Contact Cummins for Standard Warranty and Extended Coverage Details)

HEAVY DUTY STANDARD BASE COVERAGE 12 MONTHS/100,000 MILES (161,000 KM)

CUMMINS ENGINES 8.9L (Contact Cummins for Standard Warranty and Extended Coverage Details)

CUMMINS ENGINES (Contact Cummins for Standard Warranty and Extended Coverage Details)

Customer Adaptation

THE AMERICAN TRUCK
YOU CAN COUNT ON
### Technical Specification Summary

<table>
<thead>
<tr>
<th>Specification</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>VEHICLE USE &amp; BODY/TRAILER TYPE</td>
<td>REFUSE AUTOMATIC SIDE LOADER TRUCK</td>
</tr>
<tr>
<td>ENGINE</td>
<td>ISL9-G 320 CUMMINS-NZ 320HP @ 2200 RPM (GOV), 1055 LB-FT, US'17</td>
</tr>
<tr>
<td>TRANSMISSION</td>
<td>4500 RDS 6 SP-ALLISON RUGGED DUTY SERIES GEN 5 W/PROGNOSTICS</td>
</tr>
<tr>
<td>COOLING PERFORMANCE</td>
<td>WITH AUXILIARY COOLING</td>
</tr>
<tr>
<td>FRONT AXLE</td>
<td>20000# (9100 KG) MACK FXL20 WIDE PIVOT CENTER STRAIGHT SPINDLE/UNITIZED BEARINGS</td>
</tr>
<tr>
<td>SPRINGS - FRONT</td>
<td>MACK TAPERLEAF 20000# (9100 KG) GROUND LOAD RATING</td>
</tr>
<tr>
<td>BRAKES - FRONT</td>
<td>MERITOR &quot;S&quot; CAM TYPE 16.5&quot; x 6&quot; Q+</td>
</tr>
<tr>
<td>REAR AXLES - TANDEM</td>
<td>46000# (20900kg) MERITOR RT46-160(SINGLE REDUCTION) W/PDLO</td>
</tr>
<tr>
<td>CARRIER - REAR AXLE</td>
<td>VENDOR CARRIER</td>
</tr>
<tr>
<td>REAR AXLE RATIO</td>
<td>5.63 RATIO</td>
</tr>
<tr>
<td>REAR SUSPENSION - TANDEM</td>
<td>HMX460 HENDRICKSON46000#</td>
</tr>
<tr>
<td>BOGIE SPREAD, REAR</td>
<td>54&quot; AXLE SPACING (BOGIE/WHEELBASE)</td>
</tr>
<tr>
<td>BRAKES - REAR</td>
<td>MERITOR - CAM 16.5&quot;x8.0&quot; Q+</td>
</tr>
<tr>
<td>WHEELBASE</td>
<td>250&quot;</td>
</tr>
<tr>
<td>AF (OVERHANG)</td>
<td>61&quot;</td>
</tr>
<tr>
<td>BUMPER - FRONT</td>
<td>FLUSH-PAINTED STEEL</td>
</tr>
<tr>
<td>CARBON MONOXIDE DETECTION SYS</td>
<td>WITHOUT CARBON MONOXIDE DETECTION SYSTEM</td>
</tr>
<tr>
<td>CAB</td>
<td>L.H. DRIVE WITH R.H OPERATING POSITION, EXTENDED CAB VERSION</td>
</tr>
<tr>
<td>SUN VISOR - EXTERIOR</td>
<td>WITHOUT EXTERIOR SUN VISOR</td>
</tr>
<tr>
<td>TIRES BRAND/TYPE - FRONT</td>
<td>315/80R22.5 L BRIDGESTONE M860A(ALL POSITIONS)</td>
</tr>
<tr>
<td>WHEELS - FRONT</td>
<td>22.5x9.00 HAYES LEMMERZ STEEL DISC 10-HOLE HUB PILOTED, FIVE HAND HOLES(11 1/4&quot;/286mm BC)/25° INSET</td>
</tr>
<tr>
<td>TIRES BRAND/TYPE - REAR</td>
<td>11R22.5 H BRIDGESTONE M799 (DRIVE ONLY)</td>
</tr>
<tr>
<td>WHEELS - REAR</td>
<td>22.5x8.25 HAYES LEMMERZ STEEL DISC 10-HOLE HUB PILOTED, FIVE HAND HOLES(11 1/4&quot;/286 mm BC)</td>
</tr>
<tr>
<td>DRIVE WHEEL STUDS</td>
<td>DRIVE WHEEL STUDS LONGER LENGTH</td>
</tr>
<tr>
<td>SOFTWARE DOWNLOAD</td>
<td>WITHOUT SOFTWARE DOWNLOAD PASSWORD</td>
</tr>
<tr>
<td>SOFTWARE DOWNLOAD NOTIFICATION</td>
<td>WITHOUT SOFTWARE DOWNLOAD NOTIFICATION</td>
</tr>
<tr>
<td>PAINT DESIGN</td>
<td>SINGLE COLOR</td>
</tr>
<tr>
<td>PAINT COLOR - FIRST COLOR</td>
<td>FIELD GREEN; 942832</td>
</tr>
</tbody>
</table>

1 LR 64RG

Total Factory Price (Model, Options, CA)

THE AMERICAN TRUCK
YOU CAN COUNT ON
In Progress

Vehicle Sales Price

Total Price

THE AMERICAN TRUCK
YOU CAN COUNT ON
Model 3144: Manual 31 yd Side Loader

Quote Number: OW5201806280802  Rev: 0  Printed: 6/28/2018

To:
City Of Nashua
229 Main St
P.O. Box 2019
Nashua, NH 03061_USA
Attn: John Stewart

Delivery Point:

Unit Price: $311,136
Federal Excise Tax: $-
Freight: $4,081
Surcharge: $-
Ext. Warranty: $5,801
Total Unit Price: $321,018
Quantity: 1
Extended Price: $321,018

Standard Equipment:
- Commercial Intertech Pump and Valves
- D.O.T. Reflective Tape
- Tailgate Safety Prop
- Rosenboom Cylinders
- Dual Cleanouts
- Street Side Door
- Aerquip Hoses
- L.E.D. Lights

Options Included in Price:
- 18x18x24 steel toolbox, Curbside
- Allison 4500 - 5 year limited warranty
- Center Stop Light
- Clean-out Tool, One (1)
- CNG -MTM Purchased Agility 75DGE, Roof Mount
- CNG/LNG Handling Provision
- Cummins ISL Extd Coverage: 5 yr / 250K miles (Prot Plan 1)
- Decal: Frequent Stops
- Fire Extinguisher in Cab, 5 lb.
- Fire Extinguisher, 20 lb., Curbside
- Hopper Work Lights: 2 LED
- Methane Detector in Cab (MTM)
- Mudflaps, Front: Black w/McNeilus Logo
- Partial Door with 12 inch Plastic Extension
- Safety Triangle Kit in Cab
- Smart Lights, (6), 4" on Tailgate, Body Front, Center Stop Brkt
- SSV9 (2017) 9" Color 6 port, 128GB SD Card, 3 Cameras
- Tipper Model: McNeilus SSP6 (2)
- Wheel Chock Holder Curb Side Between Tandems
- XWear Overlay on Packer Shoes and Track

Chassis: 20- Mack LR DF Special Order CNG
This quotation is valid until 07/28/2018. Any order is contingent upon acceptance by McNeilus Companies, Inc.
By signing and returning this document, you are indicating that you have read and approved the above specification.

THIS QUOTE MAY BE SUBJECT TO THE IMPOSITION OF A SURCHARGE BASED ON PRICE INCREASES ON STEEL. WE WILL PROVIDE EXACT AMOUNT OF SURCHARGE AS SOON AS PRACTICABLE.

NJPA Contract #112014-MCN

Authorized Signature  Date
Technical Specification

TERRAPRO 64RG

CUSTOMER/VEHICLE INFO

2019 MODEL YEAR
DEALER FLEET WITH LESS THAN 25 VEHICLES IN OWN FLEET OF ANY VEHICLE BRAND
2019B Pricebook
TERRAPRO 64R G DAYCAB
COMMERCIAL
ALL 50 STATES, NON-CARB ENGINE EMISSION (US17)
ENGLISH
CLASS C ON/OFF HIGHWAY
REFUSE FRONT LOADER TRUCK
NORMAL HIGHWAY, STARTING GRADES<12%
CONCRETE LOADING AND / OR UNLOADING SURFACE
REFUSE / LANDFILL OPERATION

APPLICATION PACKAGES
NO PILOT REQUESTED

ENGINE/TRANSMISSIONS

ISL9-G 320 CUMMINS-NZ 320HP @ 2200 RPM (GOV), 1055 LB-FT, US'17
4500 RDS 6 SP-ALLISON RUGGED DUTY SERIES GEN 5 W/PROGNOSTICS

EXHAUST/EMISSIONS

WITHOUT DPF, WITH VERTICAL RH SIDE BOC 3-WAY CATALYTIC CONVERTER
(CNG/LNG)
SINGLE VERTICAL RIGHT SIDE OUTBOARD MOUNTED STRAIGHT EXH STACK PLAIN END,
SIDE OUTLET DIFFUSER
W/O VERT EXH-BRIGHT FINISH
EXHAUST AFTER-TREATMENT SYSTEM 3-WAY CATALYTIC CONVERTER (CNG/LNG)
EMISSION OBD, DISPLAY ONLY, USA2018

ENGINE EQUIPMENT

THE AMERICAN TRUCK
YOU CAN COUNT ON
CUMMINS TWIN (30.4 CFM)
15" SINGLE ELEMENT FACTORY OPT
DELCO 12V 160A (24SI)
(3) MACK 12V 760/2280 CCA THREADED STUD TYPE
CHEVRON EXTENDED LIFE COOLANT W/O NITRITES(50/50 MIX DYED RED) TO -34DEG
W/O BUG SCREEN/WINTER FRONT
W/O AUXILIARY COOLING
CUMMINS 120V/1000W
ENGINE BLOCK HEATER RECEPTACLE, BASIC LOCATION
HORTON FAN, "ON-OFF" -- replaces 1181010
W/O ENGINE BRAKE
CUMMINS CNG COALESCEING FUEL FILTER, STANCHION MTD ON FRAME
GAS SUPPLY REGULATOR HEATER
SILICONE RADIATOR AND HEATER HOSES
PLASTIC COATED CABLE, MOUNTED FRONT OF EACH BATTERY BOX LENGTH TO ALLOW COVER TO SET ON GROUND
SINGLE BOX (3) BATTERY MAX PERP. TO FRAME 11" FROM NTOF
MOLDED PLASTIC
FLAMING RIVER BIG SWITCH WIRED TO POSITIVE SIDE
WITHOUT BATTERY SHOCK PADS
W/O EMERGENCY STARTING RECEPT.

CLUTCH/TRANS EQUIPMENT
MERITOR 18 MXL "XTENDED LUBE"
FURNISH TC521 FOR USE W/ALLISON (HD, RDS) TRANSMISSION
TRANSYND SYNTHETIC LUBE FOR ALLISON TRANS.
REMOTE MTD OIL COLLER FURNISH FOR ALLISON TRANSMISSION
WITHOUT DRIVESHAFT GUARD FOR CENTER BEARING
HALF-ROUND UNIVERSAL JOINT
PROPELLER SHAFT MAIN, UNIVERSAL JOINT HALF-ROUND TYPE
MERITOR 17 MXL "XTENDED LUBE"
WITHOUT TRANSMISSION OIL MONITORING, REMOTE FITTING
WITHOUT GEAR SHIFT INHIBITOR

FRONT AXLE EQUIPMENT
20000# (9100 KG) MACK FXL20 WIDE PIVOT CENTER STRAIGHT SPINDLE/UNITIZED BEARINGS
MERITOR "S" CAM TYPE 16.5" x 6" Q+
MERITOR R403
CAST IRON
FURNISH
FERROUS

THE AMERICAN TRUCK YOU CAN COUNT ON
DOUBLE ACTING TYPE
HALDEX - AUTOMATIC
MACK TAPERLEAF 20000# (9100 KG) GROUND LOAD RATING
STATIC LOAD CUSHIONS
XD120 SHEPPARD STEERING GEAR (RATIO 23:1)
FRONT BRAKE CHAMBER MANUFACTURER, MGM
FRONT BRAKE CHAMBER 30SQ INCHES (SERVICE)

REAR AXLE EQUIPMENT
W/O WIDE TRACK AXLE OPTION
ABEX 931-162 (MERITOR R301)(REAR EACH AXLE 23,000LBS MAX)
HALDEX - AUTOMATIC
46000# (20900kg) MERITOR RT46-160 (SINGLE REDUCTION) W/PDLO
HMX460 HENDRICKSON 46000#
W/O AIR SUSP HEIGHT CONTROL
VENDOR CARRIER
5.63 RATIO
MERITOR - CAM 16.5"x8.0" Q+
CAST IRON
FURNISH
W/O LUBE PUMP AND FILTER
ALUMINUM PRESET REAR HUB W/INTEGRATED SPINDLE NUT
PREMIUM
POWER DIVIDER LOCKOUT, W/BUZZER & LIGHT
SHOCK ABSORBERS - OUTBOARD MOUNTED ON FORWARD AND REAR AXLES EACH SIDE
75W - 90 (SYNTHETIC LUBRICANT)
W/O SHOCK INSULATORS
MGM TR-T (TAMPER RESISTANT BRAKE CHAMBERS) RE CLOCK INLET PORTS FOR OPTIMUM GROUND CLEARANCE
REAR SPRING BRAKE CHAMBERS 30/30 TYPE
54" AXLE SPACING (BOGIE WHEELBASE)
FRONT DIFFERENTIAL LOCK
TRANSVERSE TORQUE ROD - ALL AXLES
W/O OPTION
SPINDLE NUTS, MAIN AXLE, INTEGRATED
4S/4M SYSTEM REAR WHEEL END SENSORS
NEOPRENE FOR MGM BRAKE CHAMBERS
BENDIX WITHOUT TRACTION CONTROL

PUSHER/TAG AXLE EQUIPMENT
WITHOUT AUX AXLE WHEELS

THE AMERICAN TRUCK
YOU CAN COUNT ON
FRAME EQUIPMENT/FUEL TANKS

STEEL - 3/8" X 13 3/8" X 3 1/4" (CLASS 8)
197"
103"
FULL INSIDE REINFORCEMENT, STEEL 1/4" 6.35
RUST PROTECTION BETWEEN FRAME RAILS AND LINERS
12" FRONT FENDER MOUNTED
EXTENDED-SWEPT BACK-STEEL (INCL. CENTER TOW PIN) N/A W/ FRONT FRAME EXT.
STEEL 1/2" PL BOLTED BOC & INTERMDT 1/8" BELOW TOP OF RAIL
STEEL SINGLE CHANNEL (1)
FURNISH STANDARD STEEL CLOSING REAR CROSSMEMBER
W/O FRAME RAIL CLEARANCE
SKID PLATE UNDER BUMPER AND RADIATOR
CENTER TOW CAPABILITY BASED ON BUMPER SELECTION!
WITHOUT TOWING DEVICES, REAR
W/O FRONT FRAME EXTENSION
HIGH PRESSURE HOSES
W/O RELOCATED FUEL TANK(S)

AIR/BRAKE

W/O INCREASED AIR RESERVOIR CAPACITY
W/O BODYBUILDER AIR LINES
MERITOR/WABCO 1800P W/ TURBO CUT OFF VALVE & COALESCING OIL FILTER
RELOCATE AIR DRYER TO RH OB RAIL AS CLOSE TO FENDERAS POS.
STEEL
AUTO DRAIN VALVE, HEATED ON SUPPLY TANK, MANUAL (PETCOCK) ON ALL OTHER TANKS
SINGLE VALVE SYSTEM
WITHOUT CUSTOMER SPECIFIED CHASSIS PACKAGING

ELECTRICAL

(5) TRUCKLITE LED MARKER LIGHTS
WITH PARKING BRAKE LIGHTING
ENGINE RUNNING ACTIVATED
PRECO, MODEL 1059
COMPUTER AND 2-WAY RADIO DEDICATED CIRCUIT
HEADLAMP BULB TYPE, HALOGEN
INCANDESCENT TAIL LAMPS
PROVISION FOR LOCAL INSTALLATION OF STROBE LIGHTS
FRONT AND SIDE DIRECTION IND & MARKER, LED TYPE

TRAILER CONNECTIONS

THE AMERICAN TRUCK
YOU CAN COUNT ON
In Progress

W/O HAND CONTROL VALVE
OMIT TRAILER AIR BRAKE CONNECTIONS
WIRED THRU OUTER MARKER LIGHTS

PTO
WITHOUT HYDRAULIC PUMP
EL PREP KIT, REFUSE (NO PASS THRU, 9 & 29 PIN BOC), CTRL LINK2
W/O FRONT ENGINE PTO DRIVE
WITHOUT TRANSMISSION PTO CONTROL
WITHOUT PTO ENGINE REAR
W/O TRANSMISSION MOUNTED PTO

SPECIALTY EQUIPMENT
WITHOUT ADDITIONAL ELECTRICAL SCHEMATIC
FURNISH DRILLINGS ONLY TIE DOWN BRKTS 173" WB NO FRAME MODIFICATIONS PROVIDED
W/O SPECIAL DECALS

CAB (A THRU G)
FLOOR MAT, RUBBER
FUEL LEAK DETECTOR, GAS
GRADUATED LOCK UP (AIR CLEANER INTAKE MOUNTED)
W/O REAR VIEW CAMERA PREP KIT
U.S. UNITS (PREDOMINANT)
TRANSMISSION GAUGE AND TRANS. OIL HIGH TEMPERATURE LIGHT
W/O OPTION
WITHOUT AUXILIARY GAUGES
W/O FIRE EXTINGUISHER OPTION
TWO 2 SPEED CAB FANS HEADER MTD IN CENTER OF CAB W/SWITCHS
OMIT STD HEATER
MACK INTEGRAL W/HEATER (COMBO HEATER/AIR CONDITIONER UNIT) W/R134A REFRIGERANT
WITHOUT CARBON MONOXIDE DETECTION SYSTEM

CAB (H THRU)
AM/FM PREMIUM STEREO, CD-PLAYER, MP3, WEATHERBAND, HANDSFREE INTERFACE, BLUETOOTH
RADIO ANTENNA, CH STYLE COWL MOUNTED ON LH SIDE
AUTO SHUTOFF FOR RADIO ENTERTAINMENT SYSTEM WHEN VEHICLE IS ENGAGED IN REVERSE
FORWARD OVERHEAD STORAGE, RADIO SHELF, COVER, COVER, STORAGE
OMIT
CHASSIS KEYED AT RANDOM - 2 KEYS
W/O PERSONALIZED OPTION

THE AMERICAN TRUCK
YOU CAN COUNT ON
POWER LEADS (5-WAY BINDING POSTS FOR CB RADIO) MOUNTED ON TOP OF DASH
KEY TYPE

CAB (S THRUZ)
W/O INDEPENDENT ENGINE HOURMETER
SEARS SEATING C-2 W/FABRIFORM CUSHIONS (MID BACK) AIR SUSPENSION
MACK FIXED (MID-BACK) NON-SUSPENSION
DRIVER FABRIFORM, CLOTH, BLACK; RIDER - CORDURA CLOTH, BLACK
LAP & SHOULDERT SEAT BELTS (ORANGE)/RETRACTORS, FOR DRIVER AND RIDER SEAT
TWO SPOKE URETHANE GRIP CHARCOAL SPOKES
FURNISH WINDSHIELD PROTECTOR
OMIT W/S CORNER WIND DEFLECTOR

CALEXTERIOR
CA531 LOW-PROFILE COE (WELDED STEEL GALVANIZED SHELL) INCLUDES MACK RUST
PREVENTATIVE PROCEDURES
AIR ASSIST
W/O ANTISCUFF CAB ENTRY
FURNISH STANDARD (2) STEP CAB ACCESS OPTION
STANDARD FINISH
STANDARD GRAB HANDLE OPTION RH & LH, BEHIND DOOR
EMBLEMS OPTION, COMPLETE
(1) BLACK TWIN TRUMPET, UNDER CAB MOUNTED
SINGLE TONE
MOTO MIRROR PACKAGE LH & RH MOTORIZED & HEATED
BRIGHT FINISH, LH & RH, 8" DIA. CONVEX
RECT CONVEX ABOVE RH DOOR WINDOW
DOORS, FIBERGLASS, LH & RH ROLL UP WINDOWS

WHEELS & TIRES
LOW ROLLING RESISTANCE, BETTER FUEL ECONOMY
BASIC ROLLING RESISTANCE, POOR FUEL ECONOMY
EIGHT REAR AXLE TIRES & WHEELS
TWO FRONT TIRES & WHEELS
DRIVE WHEEL STUDS LONGER LENGTH
315/80R22.5 L BRIDGESTONE M860A (ALL POSITIONS)
22.5x9.00 HAYES LEMMERZ STEEL DISC 10-HOLE HUB PILOTED, FIVE HAND HOLES (11
1/4" x 286mm BC) 5.25" INSET
W/O FRONT DISC WHEEL BRIGHT FINISH
PROVIDE STANDARD VALVE STEMS AND CAPS
TIRE SPEED LIMIT BASIC
11R22.5 H BRIDGESTONE M799 (DRIVE ONLY)

THE AMERICAN TRUCK
YOU CAN COUNT ON
In Progress

22.5x8.25 HAYES LEMMERZ STEEL DISC 10-HOLE HUB PILOTED, FIVE HAND HOLES (11
1/4"/286 mm BC)
W/O REAR DISC WHEEL BRIGHT FINISH
W/O PROTECTIVE NYLON SPACER BETWEEN DISCS WHEEL TO DRUM
SPARE REAR TIRE AND WHEEL

COMMUNICATION SYSTEMS
WITHOUT TELEMATIC GATEWAY AND WITHOUT REMOTE DIAG. SERVICES
WITHOUT SOFTWARE DOWNLOAD PASSWORD
WITHOUT SOFTWARE DOWNLOAD NOTIFICATION

ENGINE ELECTRONICS
WITHOUT COOLANT LEVEL ENGINE SHUTDOWN
WITHOUT ELECTRONIC HAND THROTTLE, JUMP TO MIN. ENGINE SPEED
ELECTRONIC HAND THROTTLE, MAX ENGINE SPEED, 2100 RPM
ELECTRONIC HAND THROTTLE, MIN ENGINE SPEED, 700 RPM
WITHOUT ELECTRONIC HAND THROTTLE, SINGLE SPEED SETTING
ELECTRONIC HAND THROTTLE, MAX ROAD SPEED, 16 KMH (10 MPH)
WITHOUT ELECTRONIC HAND THROTTLE, SINGLE SPEED CONTROL
ELECTRONIC HAND THROTTLE, SPEED RAMP RATE, 100 RPM/SEC
WITHOUT ENG FAN CONTROL, A/C ON, TIME SETTING
WITHOUT ENGINE IDLE ADJUST
IDLE CONTROL, 700 RPM
ENGINE IDLE COOLDOWN, DISABLE
WITHOUT IDLE SHUTDOWN TIME
ENGINE PROTECTION (SHUTDOWN)
OIL PRESSURE, ENGINE SHUTDOWN
COOLANT TEMP, ENGINE SHUTDOWN
WITHOUT SMART IDLE INCREASE TIME
IDLE SHUTDOWN ABS TAMPER CHECK, ENABLED
WITHOUT ENGINE IDLE SHUTDOWN TIME OVERRIDE IF EHT ACTIVE
ENGINE IDLE SHUTDOWN TIME OVERRIDEN IF PTO ACTIVE
38C DEG (100F), WARM UP TEMP DELAY
5 MIN. WARM UP TIME DELAY
30 SEC IDLE S/D WARNING TIME
ENGINE IDLE SHUTDOWN, DISABLE
ENG IDLE SHUTDOWN TIME OVERRIDEN IF TORQUE > THAN LIMIT

TRANSMISSION ELECTRONICS
WITHOUT DIRECTION CHANGE ENABLE FUNCTION (DATA LINK)
ALLISON VOC PKG# 142 RDS REFUSE WITH AUTO-NEUTRAL, PBAN
WITHOUT GPIO PACKAGE

THE AMERICAN TRUCK
YOU CAN COUNT ON
WITHOUT TRANSMISSION AUTO NEUTRAL ONP-BRAKE
WITHOUT AUXILIARY FUNCTION RANGE INHIBIT
WITHOUT LOADGRADE SHIFT SENSING
WITHOUT ROLLING DIRECTION CHANGE INHIBIT
WITHOUT ALLISON PRESELECTED GEAR DURING ENGINE BRAKING
WITHOUT PRIMARY CALIBRATION SHIFT SELECT MASK
WITHOUT SECONDARY CALIBRATION SHIFT SELECT MASK
WITHOUT FUELSENSE
WITHOUT DYNACTIVE BIAS, PRIMARY CAL
WITHOUT DYNACTIVE BIAS, SECONDARY CAL
WITHOUT NEUTRAL AT STOP
WITHOUT ALLISON ACCELERATION RATE MANAGEMENT
ENGINE SMART TORQUE FEATURE, DISABLED
WITHOUT TRANSMISSION PROTECTION

VEHICLE ELECTRONICS
WITHOUT CUSTOMER UNIQUE VEHICLE PARAMETERS
MIN CRUISE, 32 KPH (20 MPH)
WITHOUT 1ST RATIO FOR REDUCED HIGH IDLE
WITH CRUISE CONTROL
MAX CRUISE, 105 KPH (65 MPH)
DETECTION OF SPEED SENSOR TAMPERING, ENABLE
WITHOUT DRL OVERRIDE SPEED THRESHOLD
WITHOUT DAYTIME RUNNING LAMP OVERRIDE SW
ENG TORQUE LIMITED TO 50%, IF SPEED SENSOR TAMPER DETECTED
ENGINE IDLE DELAY TO START LOG, 2 MIN
ENGINE OVERSPEED, ALL CONDITIONS, TIME LOG IF ABOVE 2200 RPM
ENGINE OVERSPEED, FUELED, TIME LOG IF ABOVE 2100 RPM
WITHOUT LAST RATIO FOR FULL HIGHLIDE
ACTIVATE ALERT AT 90% OF THE TIME/DISTANCE SETTING
DISABLE POWER DIVIDER LOCK OUT (PDLO) ROAD SPEED LIMIT
105 KM/H PEDAL ROAD SPEED LIMITER (65MPH)
PERIODIC TRIP LOG, DAY 1 OF THE MONTH
WITHOUT PERIODIC TRIP LOG, DAY OF WEEK
WITHOUT PERIODIC TRIP LOG, HOUR
105 KM/H ROAD SPEED LIMITER (65MPH)
WITH SERVICE ALERT
SERVICE INTERVALS, VOCATIONAL APPLICATION
VEHICLE OVERSPEED, FUELED, TIME LOG IF ABOVE 70 MPH (113 KMH)
VEHICLE OVERSPEED, ALL COND, TIME LOG IF ABOVE 75 MPH (121 KMH)
WITHOUT MAXIMUM ENGINE SPEED AT 0 MPH

THE AMERICAN TRUCK
YOU CAN COUNT ON
PTO ELECTRONICS

WITHOUT FAN ENGAGEMENT DUE TO PTO
PTO 1ST, MAX ENGINE SPEED, 2100 RPM
1ST PTO, MAX ROAD SPEED, 10 MPH (16 KPH)
PTO 1ST, MINIMUM ENGINE SPEED, 600 RPM
PTO 1ST, ROAD SPEED LIMIT, 97 KMH (60 MPH)
WITHOUT PTO 1ST, SINGLE SPEED CONTROL
PTO 1ST, SPEED RAMP RATE 100 RPM/SEC
PTO 1ST, AUTO SET SINGLE SPEED, DISABLE
WITHOUT PTO 1ST, JUMP TO MINIMUM ENGINE SPEED
PTO 2ND, MAX ENGINE SPEED, 2100 RPM
2ND PTO, MAX ROAD SPEED, 10 MPH (16 KPH)
PTO 2ND, MINIMUM ENGINE SPEED, 600 RPM
PTO 2ND, ROAD SPEED LIMIT, 97 KMH (60 MPH)
WITHOUT 2ND PTO, SINGLE SPEED CONTROL
PTO2 SINGLE SPEED SETTING, 1000 RPM
PTO 2ND, SPEED RAMP RATE 100 RPM/SEC
PTO 2ND, AUTO SET SINGLE SPEED, DISABLE
WITHOUT PTO 2ND, JUMP TO MINIMUM ENGINE SPEED
PTO 1ST, SINGLE SPEED SETTING, 1000 RPM
W/O PTO1 FOR SPLITTER RANGE
W/O PTO2 SPLITTER RANGE

PAINT

WITHOUT MIRROR COVER PAINT
SINGLE COLOR
FIELD GREEN: 942832
NO SECOND TRUCK COLOR PROVIDED; NO COLOR
NO THIRD TRUCK COLOR PROVIDED; NO COLOR
SOLID PAINT
PAINT - CAB, URETHANE CLEAR COAT
SAME AS FIRST COLOR - CAB
W/O SPECIAL CAB INTERIOR PAINT (PAINT EXTERIOR COLOR)
MACK BLACK (URETHANE)
CHASSIS PAINT PROCESS, STANDARD COLOR (MACK BLACK) 6AB19X
PAINT BUMPER SAME COLOR AS CHASSIS RUNNING GEAR
W/O OPTIONAL FUEL TANK PAINT
PRE-FINISHED POWDER COAT WHITE
PRE-FINISHED POWDER COAT WHITE

THE AMERICAN TRUCK
YOU CAN COUNT ON
In Progress

WITHOUT PAINT
WITHOUT PAINT
WITHOUT PAINT
WITHOUT PAINT
SAME AS CHASSIS RUNNING GEAR
SAME AS CHASSIS RUNNING GEAR

CALCULATED CODES - KAX
NO, THE ORDER MUST NOT BE CALCULATED (Requires CA Quote)
WITHOUT PROP SHAFT FROM MAIN TO AUX TRANSMISSION

BASE WARRANTY & PURCHASED COVERAGES

US - WARRANTY REGISTRATION LOCATION
ALLISON TRANSMISSIONS (Contact Allison Transmission for standard warranty and extended coverage data)
NO GUARDDOG CONNECT (ASIST & MACK ONECALL)
WITHOUT OMNITRACS FOR MACK TRUCKS
W/TELOGIS PACKAGE
W/O CUSTOM/BUNDLED PURCHASE COVERAGE OPTION
HEAVY DUTY WARRANTY CLASSIFICATION
STANDARD VENDOR NORMAL / HEAVY DUTY COVERAGE 36 MONTHS/350,000 (563,00 KM)
AIR CONDITIONING STANDARD COVERAGE (Sealed System Only) 12 MONTHS UNLIMITED MILEAGE
STANDARD NORMAL / HEAVY DUTY CHASSIS TOWING 90 DAYS OR 5,000 MILES
CUMMINS ENGINES (Contact Cummins for Standard Warranty and Extended Coverage Details)
HEAVY DUTY STANDARD BASE COVERAGE 12 MONTHS/100,000 MILES (161,000 KM)
CUMMINS ENGINES 8.9L (Contact Cummins for Standard Warranty and Extended Coverage Details)
CUMMINS ENGINES (Contact Cummins for Standard Warranty and Extended Coverage Details)

Customer Adaptation
AIR DRYER POS RH RAIL OUTBOARD, BEHIND FUEL TANK

THE AMERICAN TRUCK YOU CAN COUNT ON
## Technical Specification Summary

<table>
<thead>
<tr>
<th>Specification</th>
<th>Details</th>
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<tbody>
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<td>REFUSE FRONT LOADER TRUCK</td>
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<tr>
<td>ENGINE</td>
<td>ISL9-G 320 CUMMINS-NZ 320 HP @ 2200 RPM (GOV), 1055 LB-FT, US'17</td>
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<tr>
<td>TRANSMISSION</td>
<td>4500 RDS 6 SP-ALLISON RUGGED DUTY SERIES</td>
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<tr>
<td>COOLING PERFORMANCE</td>
<td>GEN 5 W/PROGNOSTICS</td>
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<tr>
<td>FRONT AXLE</td>
<td>W/O AUXILIARY COOLING</td>
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<tr>
<td></td>
<td>20000# (9100 KG) MACK FXL20 WIDE PIVOT CENTER</td>
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<tr>
<td>SPRINGS - FRONT</td>
<td>STRAIGHT SPINDLE/UNITIZED BEARINGS</td>
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<tr>
<td>BRAKES - FRONT</td>
<td>MACK TAPERLEAF 20000# (9100 KG) GROUND LOAD RATING</td>
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<tr>
<td>REAR AXLES - TANDEM</td>
<td>MERITOR &quot;S&quot; CAM TYPE 16.5&quot; x 6&quot; Q+</td>
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<td>46000# (20900kg) MERITOR RT46-160 (SINGLE REDUCTION) W/PDLO</td>
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<tr>
<td>CARRIER - REAR AXLE</td>
<td>VENDOR CARRIER</td>
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<tr>
<td>REAR AXLE RATIO</td>
<td>5.63 RATIO</td>
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<tr>
<td>REAR SUSPENSION -</td>
<td>HMX460 HENDRICKSON 46000#</td>
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<td>TANDEM</td>
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<tr>
<td>BOGIE SPREAD, REAR</td>
<td>54&quot; AXLE SPACING (BOGIE WHEELBASE)</td>
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<tr>
<td>BRAKES - REAR</td>
<td>MERITOR - CAM 16.5&quot;x8.0&quot; Q+</td>
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<tr>
<td>WHEELBASE</td>
<td>197&quot;</td>
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<td>AF (OVERHANG)</td>
<td>103&quot;</td>
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<td>BUMPER - FRONT</td>
<td>EXTENDED-SWEPT BACK-STEEL (INCL. CENTER TOW PIN) N/A W/ FRONT FRAME EXT.</td>
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<td>CARBON MONOXIDE</td>
<td>WITHOUT CARBON MONOXIDE DETECTION SYSTEM</td>
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<tr>
<td>DETECTION SYS CAB</td>
<td>CA531 LOW-PROFILE COE (WELDED STEEL GALVANIZED SHELL) INCLUDES MACK RUST</td>
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<td>PREVENTATIVE PROCEDURES</td>
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<tr>
<td>TIRES BRAND/TYPE -</td>
<td>315/80R22.5 L BRIDGESTONE M860A (ALL POSITIONS)</td>
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<tr>
<td>WHEELS - FRONT</td>
<td>22.5x8.00 HAYES LEMMERZ STEEL DISC 10-HOLE HUB PILOTED, FIVE HAND HOLES</td>
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<tr>
<td></td>
<td>(11 1/4&quot;/286mm BC) 6.25&quot; INSET</td>
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<tr>
<td>TIRES BRAND/TYPE -</td>
<td>11R22.5 H BRIDGESTONE M799 (DRIVE ONLY)</td>
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<tr>
<td>REAR</td>
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</tr>
<tr>
<td>WHEELS - REAR</td>
<td>22.5x8.25 HAYES LEMMERZ STEEL DISC 10-HOLE HUB PILOTED, FIVE HAND HOLES</td>
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<td>(11 1/4&quot;/286 mm BC)</td>
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<td>DRIVE WHEEL STUDS</td>
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<td>WITHOUT SOFTWARE DOWNLOAD PASSWORD</td>
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<td>WITHOUT SOFTWARE DOWNLOAD NOTIFICATION</td>
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<td>PAINT DESIGN</td>
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<td>FIELD GREEN; 942832</td>
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</tbody>
</table>

1 TERRAPRO 64R G

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THE AMERICAN TRUCK YOU CAN COUNT ON