

Project Name and Location

Project Title

## AGREEMENT FOR CONSTRUCTION OF A TIMBER-FRAMED PROJECT

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**AGREEMENT FOR CONSTRUCTION OF  
A TIMBER-FRAMED PROJECT**

**THIS AGREEMENT is effective as of the date set forth on the signature page. This Agreement is between:**

**TFG: Timber Framers Guild, Inc., a Massachusetts non-profit corporation  
Represented by: John Miller, TFG Board President  
Brenda Baker, Executive Director  
Mack Magee, Director, Projects  
To be determined, Project Lead**

**Address: Timber Framers Guild, Inc.  
PO Box 60  
Becket, Massachusetts  
01243 USA**

**Telephone: 855-598-1803 email: [brenda@tfguild.org](mailto:brenda@tfguild.org)  
Facsimile: 413-623-8759**

**and**

**Partner: \_\_\_\_\_**

**Contact: \_\_\_\_\_  
Project Administrator**

**Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_**

**Telephone: \_\_\_\_\_ email: \_\_\_\_\_**

**Facsimile: \_\_\_\_\_**

**Project: \_\_\_\_\_ (The  
name of the Project)**

**Activity Site: \_\_\_\_\_**

**\_\_\_\_\_  
(The specific location of the Project)**

**Project Start Date:** \_\_\_\_\_

(The tentative date on which TFG Personnel arrive to begin construction of the Project; final scheduling to be set forth in Exhibit 5)

**Project Termination Date:** \_\_\_\_\_

(The tentative date TFG personnel will leave the Project site; final scheduling to be set forth in Exhibit 5)

**Compensation:** Partner shall pay TFG the sum of \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_).

Partner shall pay TFG's Compensation at the times described in the attached Exhibits, but (unless otherwise provided) with:

(a) The first payment delivered to TFG \_\_\_\_\_, and

(b) The final payment delivered to TFG upon:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## AGREEMENT FOR CONSTRUCTION OF A TIMBER-FRAMED PROJECT

(Standard Provisions)

In consideration of the mutual promises, warranties and representations of the parties contained in this Agreement, TFG and Partner agree as follows:

### ARTICLE I - INTRODUCTION

**1.1. Definitions.** The following terms, when used herein, shall have the following meanings:

- a) Participant: Any person engaged to participate in the Project (whether or not a Volunteer). TFG reserves the right to reject or dismiss any Participant, local or foreign, for any reason, without avenue for appeal.
- b) Plans and Specifications: Architectural drawings, engineering specifications, cutting yard layout drawings, scribe yard layout drawings, unloading and storage areas, list of electrical requirements (including lighting), list of mechanical lifting device requirements, description of on-site sanitary facility requirements, lists of materials, specifications regarding participants, and any other written information describing the Project and which written drawings, specifications, lists and descriptions shall be supplied by TFG to Partner.
- c) Project Engineer: A structural engineer licensed in the jurisdiction containing the Activity Site (if necessary) and designated by TFG.
- d) Timber Frame: Heavy timber construction system with wooden connections of mortise and tenon type, fastened in whole or in part with wooden pegs.
- e) Volunteer: Person identified by TFG or Partner as a non-compensated Participant (except lodging, food and other items set forth in this Agreement).

**1.2. Project Format.** TFG is a subcontractor engaged to construct the Timber Frame of the Project. TFG agrees to frame the Project in accordance with this Agreement a community service building project consistent with the Guild's educational missions.

**1.3. Agreement Format.** This Agreement consists of Standard Provisions and items that are customized to the Project. The customized items are included in the Exhibits. In the event that there is a conflict between a Standard Provision and a customized item, then the customized item shall control. In the event that there is a conflict among the Exhibits, then the Exhibits shall control each other in the following order: (1) Change Orders (latest to earliest), (2) Budget, (3) Plans and Specifications, (4) Scope of Work, and (5) Schedule.

**1.4. Time of Performance.** The Project is planned to be constructed in substantial accordance with the Schedule set forth as Exhibit 5. TFG will plan to begin its work on the Project Start Date, which date shall be confirmed by TFG and Partner no later than thirty days prior to the actual Project Start Date. TFG will plan to complete its work by the Project Termination Date. High winds, heavy rains or other inclement weather that reduces the safety of the Participants to unacceptable levels (as determined in the sole discretion of TFG) will postpone the raising. TFG will make reasonable

efforts to recover from such delays, but reserves the right to terminate its work on the Project if such delays are extraordinary. In the event that the Project must be delayed due to inclement weather, then TFG and Partner shall endeavor to reschedule the completion of the Project to a time that is as soon as is reasonable. In addition, in the event that TFG is unable to fill the roster for the Project with the number of qualified Participants set forth in the Exhibits by 30 days prior to the Project Start Date, the Project will be rescheduled within six months at no penalty to TFG. In the event the Project is delayed or terminated for any reason beyond TFG's control (other than Partner's cause) and can not be rescheduled to the mutual satisfaction of TFG and Partner, then Partner shall only pay TFG for items in the Schedule and Budget that have occurred or are payable to TFG prior to the date of delay or termination.

## ARTICLE II - TFG'S UNDERTAKINGS

- 2.1. General.** TFG shall generally be responsible for constructing the Timber Frame of the Project.
- 2.2. Administration.** TFG, through its Executive Director, shall provide administrative support for the Project, including, but not limited to, public relations, promotion of the educational aspects of the Project, encouragement and reinforcement of community participation in the Project, and general coordination of human resources (both local and visiting TFG personnel). TFG will work with Partner to develop strategies for the safe, educational (fun) and effective construction of a Timber-Framed structure as a TFG event. These strategies may become parts of the Exhibits to this Agreement and will include:
- a) Timber Strategy – Source and supply issues; all steps necessary to get the timbers to the Activity Site; movement of timbers when on site; cleaning; labeling; stacking and storage issues;
  - b) Event Strategy – Recommended number of Partner Participants and TFG Participants; requirements for accommodation, food, tools and equipment; publicity; Participants information pack; power supply; sanitary facilities; first aid; evacuation plan; education or training component; communications; interpreting; and cultural exchange and experience for all Participants;
  - c) Safety Strategy – Supervising and advising on health and safety issues for Participants (including Partner personnel, but TFG shall not be directly responsible for their welfare; the direct line management of Partner personnel shall remain the responsibility of Partner);
  - d) Budget – Detailed breakdown of costs to run the event;
  - e) Scope of Work – Outlining TFG involvement and Partner responsibilities;
  - f) Design – Examining design details and making recommendations for the purpose of altering the Scope of Work to produce cost savings where appropriate;
  - g) Schedule – Including key dates and milestones; and
  - h) Raising Strategy – A detailed Method Statement, Risk Assessment and Lifting Plan.
- 2.3. Project Manager.** TFG shall provide a Project Manager (Timber Frame only) to:
- a) Keep the Schedule on track (including providing for reporting and benchmarks linked to the Schedule);
  - b) Make site checks;
  - c) Create method statements including a Site Safety Plan and Risk Assessment;

- d) Write assembly and raising scripts;
- e) Work with Partner and other contractors;
- f) Work with the lead instructor, consultants and TFG's Executive Director to develop educational components for the Project;
- g) Work with Partner to arrange any necessary homeward transportation of TFG personnel and tools;
- h) Work with Partner to inspect and sign off the work prior to the departure of the Project Manager from the Activity Site;
- i) Work with Partner to provide a suitable hand-over to contractors, trades and craftspeople following TFG; and
- j) Work with Partner to facilitate timely settling of outstanding accounts.

The Project Manager shall have authority to approve all on-site activities on behalf of TFG. Such approvals include, but are not limited to:

- k) Approval of the electrical power supply; and
- l) Approval of equipment such as mobile tower scaffolds, ladders, hoisting machines, lightweight staging boards and fixed tube and clip scaffold.

**2.4. Leadership Team.** TFG shall recruit, qualify, supervise and manage the TFG Leadership Team. The Leadership Team shall be under the direction of TFG Project Manager.

**2.5. Crane Liaison Services.** In order to facilitate onsite decisions and Project locations, the TFG Project Manager shall, in his or her discretion, meet with the crane company to discuss where to build the pre-assembly of parts of the Project that are to be lifted.

**2.6. Plans and Specifications.** The Project is to be based on preliminary drawings or sketches provided to TFG by Partner. As part of this Agreement, TFG shall provide 2 sets of detailed Plans and specifications, complete with the Project Engineer's stamp and suitable for construction of the Project. The Plans and Specifications shall be approved by Partner no later than 90 days prior to Project Start Date.

**2.7. Promotional Package.** TFG shall generally promote the Project to the TFG membership and others via TFG publications, direct mailings, other periodicals and the TFG website.

**2.8. Labor.** TFG shall provide labor for erection of the Project Timber Frame.

**2.9. Project Engineer Liaison Services.** The TFG Project Manager (or a designee) shall confer with the Project Engineer in order to determine the required grade of all timber materials for the Project.

**2.10. Timber.** TFG shall provide consultation to timber suppliers regarding timber sizing and squareness.

**2.11. Joinery.** TFG shall provide for final cutting of all frame components, as described in the Plans and Specifications. In that regard:



- a) TFG shall verify field dimensions prior to Timber Frame fabrication, provide all shop and site work to cut joinery; and pre-fit frame on site, prior to raising or installation;
- b) [Additional criteria]
- c) [Additional criteria]

**2.12. Specialty Tooling.** TFG shall provide specialty timber framing tools to accomplish the Project, which shall include tool insurance and tool inspection and certification as required.

**2.13. TFG's Procurement of Equipment.** TFG is authorized to purchase equipment at the expense of Partner if it is listed in the Project Budget as a partner responsibility. Additional equipment may be purchased at the expense of Partner only with the specific, prior, written approval of Partner. If purchase of equipment is approved, then title to the equipment shall be in the name of Partner unless provided otherwise. Title to all equipment built onsite by TFG shall vest in Partner unless otherwise indicated (e.g., saw horses, timber carts, etc.).

**2.14. Safe Working Practices.** TFG will, to the best of its ability, ensure that all work is performed in a safe and professional manner.

**2.15. Miscellaneous.** TFG shall provide for daily clean-up of all debris related to TFG's Scope of Work and place same in a burn pile or dumpster designated or provided by Partner. TFG agrees upon terminating its work to conduct a thorough cleanup (to a broom-clean state) of items related to its cope of Work at the Activity Site.

### **ARTICLE III - PARTNER'S UNDERTAKINGS**

**3.1. General.** Except as otherwise provided herein, Partner through its Project Administrator agrees to oversee, supervise and coordinate all construction activities on the Activity Site throughout the term of this Agreement. Specifically, Partner shall:

- a) Acquire all permissions for access to the Activity Site by Partner, TFG and other third parties engaged by Partner or TFG to perform work on the Project, including, but not limited to, access for unloading, staging, fabricating and assembling materials, and access for mobile cranes and other types of power equipment;
- b) Obtain all permits required by applicable laws and ordinances;
- c) Supervise and coordinate the preparation of the Activity Site for the construction of the Project;
- d) Work with TFG to select and recruit Participants and businesses to contribute labor, materials and services to the Project;
- e) Coordinate with Participants for the timely provision and delivery of necessary construction materials, subcontractors and third party services to the Activity Site;
- f) Supervise or engage others to supervise all work performed on the Activity Site by Partner Volunteers and subcontractors; and
- g) Arrange for and cause to be performed all required inspections of the construction work.

**3.2. Project Administrator.** Partner shall appoint a Project Administrator to:

- a) Work with TFG to develop the event strategy to include recommended number of Partner Participants and TFG Participants; requirements for accommodation, food, tools and equipment; publicity; Participants information pack; power supply; sanitary facilities; first aid; evacuation plan; education or training component; communications; interpreting; and cultural exchange and experience for all Participants;
- b) Work with TFG to develop the Budget;
- c) Work with TFG to develop the Schedule;
- d) Manage and supervise all aspects of accommodation, meals and general welfare of all TFG personnel on site during their stay;
- e) Manage and supervise (under advisement from the Project Manager) health and safety and work practices of Partner personnel to ensure a safe event as far as is reasonably practicable;
- f) Facilitate reasonable internet access for TFG personnel;
- g) Work with TFG to inspect and sign off the work prior to the departure of the Project Manager; and
- h) Work with TFG to provide a suitable hand-over to contractors, trades and craftspeople following TFG.

**3.3. Project Financing.** Partner shall provide or arrange for all funds necessary to finance the construction of the Project, including, but not limited to, all funds needed to:

- a) Procure the Plans and Specifications;
- b) Obtain all required Project permits, inspections and approvals;
- c) Procure all materials, supplies and services to be consumed in or incorporated into the construction of the Project; and
- d) Pay all other costs and expenses incurred in the construction of the Project as described in the Budget.

**3.4. Recruitment and Coordination of Volunteers.** Partner shall work with TFG to determine those arts of the Project framing that can be performed by non-timber-framer Volunteers, and shall recruit such persons to volunteer their services to the Project. TFG shall assist Partner in coordinating the use of volunteers on the Project framing. Volunteers shall only be accepted to participate in the Project framing after submission of a signed Waiver of Liability that is provided and accepted by TFG.

**3.5. Protection of Property.** On or before the date set forth in the Schedule, Partner shall, under the direction of TFG and at Partner's sole cost and expense, take necessary measures to protect and secure the Activity Site, construction materials, tools, equipment and other personal property during the construction process from theft or destruction; to prevent intrusion onto the Activity Site by unauthorized persons; and to protect the general public against damage or injury (generally, temporary construction fencing to be erected around the perimeter of the Activity Site). For Projects of longer than one day, Partner shall, under the direction of TFG and at Partner's sole cost and expense, provide on-site, weather-tight, lockable storage of 2,500 cubic feet volume or greater for the tools and implements brought to the Project by the visiting timber framers recruited by TFG (e.g., international shipping containers, mobile office trailers, or storage trailers on wheels (with stairs)).

**3.6. Boarding Timber Framers.** For the duration of the Project, Partner shall arrange for and coordinate lodging and board for TFG's timber framers who are not resident within twenty miles of the Activity Site and who are working on the Project. Lodging may be camp sites. Lodging must have adequate shower facilities with hot water available every day and night. Sanitary pumping or dumping facilities shall be available for motor homes and recreational vehicles within a reasonable distance from the camping facilities. Lodging for the TFG Leadership team shall be under one roof, have adequate meeting space, reasonable speed internet access and be separate from the other Participants. Board shall consist of three meals a day, seven days a week for all Participants, beginning with the evening meal on the Project Start Date, and ending with the noon meal on the Project Termination Date, both to be served on the Activity Site, or as near to the Activity Site as is reasonable. All meals are to have a vegetarian option (sample menu offerings available). Coffee, potable water, snacks and fruit shall be available onsite between meals.

**3.7. Portable Toilets.** Sanitary facilities, one of which is to be handicapped-accessible, shall be available onsite and have a hand sanitizer in each unit. Pumping of sanitary facilities must be based upon human resource numbers provided by TFG, but scheduled for a minimum of once per week.

**3.8. Provision of Materials and Services.** Partner shall, at its sole cost and expense, furnish to TFG and to third parties who may be engaged by Partner to perform work in the construction of the Project, all materials and third party services of every kind, description and nature to be incorporated into the Project as required in this Agreement. Such materials and services may include, but not be limited to, timbers and fixings for temporary support of the frame during construction, steel brackets and fixings for base connections, all fixings and fabrications necessary for assembly and fixing of the frame, mobile tower scaffolds, ladders, lightweight staging boards, hoisting machines and cranes, all as more particularly set forth in the Exhibits. Partner shall cause all needed materials and services to be delivered to the Activity Site in a timely manner so as to enable Partner, TFG and third parties engaged in the construction process to complete the construction of the Project in accordance with the Schedule. TFG shall supply no construction materials except as noted in the attached Scope of Work and Section 3.10, below.

**3.9. Timber.** Partner shall be responsible for making sure that all timber material provided will meet or exceed the specifications of the Project Engineer and the Project Manager. TFG reserves the right to reject material it finds defective.

**3.10. Fasteners.** All timber frame fasteners shall be provided by TFG and shall meet or exceed the specifications of the Project Engineer.

#### ARTICLE IV - CONDITIONS

**4.1. Conditions.** As conditions to TFG's performance of its obligations under this Agreement:

a) Prior to the Project Start Date:

(i) Partner must be current in payment of all applicable invoices;

- (ii) Partner shall have approved the Plans and Specifications no later than 90 days prior to the Project Start Date;
- (iii) Partner must have all permits, insurance, bonding and documents related to the construction (as required by local authority or this Agreement);
- (iv) All construction materials necessary for commencement of the Project must be onsite;
- (v) Electric power supply must be onsite and ready to use;
- (vi) All structural timbers are to be cut to specification and stacked neatly on site in accordance with instructions from TFG;
- (vii) All footings, piers or other foundations for the Project must be poured according to the Plans and specifications, and:
  - A. Must be square and level (within ¼");
  - B. All concrete must be cured a minimum of seven days prior to the Project Start Date;
  - C. All plates for connectors must be installed (to be installed when foundations are poured) as per Plans and Specifications;
  - D. Activity Site must be back-filled, drained and graded with slope away in accordance with local professional practice, as verified by the Project Manager;
  - E. Gravel or mulch must be provided for spreading around the Activity Site for mud control; and
  - F. All debris and concrete forms must be removed from concrete.

b) While TFG is on-site:

- (i) Partner must avoid scheduling other contractors to be present if the work of said contractors may interfere with the performance of TFG's obligations set forth in this Agreement; and
- (ii) Partner shall provide:
  - A. Rental equipment, including, but not limited to, cranes, man lifts, telescoping boom forklifts, self-contained light sets as may be needed by TFG to facilitate night work and to maintain the Schedule, and all work placement equipment specified in the Exhibits, complete with all required insurance;
  - B. Additional engineering or permitting fees required by Change Orders;
  - C. Any additional costs to frame components required by Change Orders; and
  - D. Insect or rot prevention treatment of timbers if required by partner or local regulation.

c) After TFG has completed frame erection, Partner is responsible for:

- (i) Final cleaning, sanding and treating of frame;
- (ii) All removal of debris from the Activity Site burn pile or emptying of dumpsters and other such cleanup as is not included in TFG's Scope of Work; and
- (iii) All work on the Project not described in this Agreement as being an obligation of TFG.

## ARTICLE V - CONTROL AND SUPERVISION

**5.1. Inspection.** While TFG is engaged in framing the Project, TFG shall permit Partner or Partner's representatives to have controlled access to all areas of the Project. While TFG is engaged in

framing the Project, all visitors to the Activity Site shall be under the direct supervision of a representative of TFG. TFG shall require personal protective equipment to be worn by all visitors and may require execution of a liability waiver by all visitors. To the extent possible, Partner shall advise TFG of any such visit in advance.

## **5.2. Supervision.**

- a) TFG shall be solely responsible for all Timber Frame construction under this Agreement, including the techniques, sequence, procedures, means, and coordination of all work.
- b) At all times, TFG shall maintain strict discipline among its employees, subcontractors and any Volunteers who assist in the performance of the construction. TFG agrees not to employ or accept as a Volunteer for work on the Project any person who is unfit or without sufficient skills to perform the job for which said person was employed or selected.

**5.3. Change Orders.** Partner shall have the right to order work changes without invalidating this Agreement. All such changes shall be evidenced by written Change Order in the form attached as Exhibit 1, which Change Order shall, if the Change Order involves the framing of the Project, be approved by TFG, and its engineers and designers.

**5.4. Correction of Work.** TFG shall promptly correct work rejected by Partner as failing to conform to the requirements of this Agreement, whether observed before or after completion and whether or not fabricated, installed or completed, and shall correct any work found to be not in accordance with the requirements of this Agreement, within a period of one year from the date of completion of the work hereunder. The provisions of this section apply to work done by TFG's subcontractors as well as work done by TFG employees or TFG Participants. Establishment of the time period of one year as described in this section relates only to the specific obligations of TFG and Partner to correct the work hereunder, and has no relationship to the time within which the obligation to comply with this Agreement may be sought to be enforced, nor to the time within which proceedings may be commenced to establish liability with respect to the obligations of Partner or TFG other than specifically to correct the work.

**5.5. Partner's Right to Correct Deficiencies or Terminate Agreement.** If TFG or any other person under TFG's supervision defaults or persistently fails or neglects to perform an obligation in accordance with this Agreement, then after seven days' written notice to TFG, and without prejudice to any other remedy that Partner may have, Partner may correct such deficiencies and may charge the reasonable costs and expenses thereof against and collect the same from TFG. Alternatively, at Partner's option, Partner may terminate this Agreement and take possession of the Activity Site and of all materials thereon which are to be incorporated into the Project, and may finish the work by whatever method Partner may deem expedient.

**5.6. Partner's Right to Stop Work.** If TFG or any other person or entity working on the Project fails to correct work which is not in accordance with the requirements of this Agreement, or if TFG or other person or entity persistently fails to carry out the work in accordance with this Agreement, Partner, by written order, may order TFG to stop the work or any portion thereof until the cause for such order has been eliminated. The right of Partner to stop the work, however, shall not give rise to a duty on the part of Partner to exercise this right for the benefit of Partner, TFG or any other person.

## 5.7. Warranties.

- a) Inasmuch as the Timber Frame materials to be incorporated into the Project will be furnished to TFG and Partner by a timber supplier under the direction of Partner, the timber supplier must warrant the quality of the materials. TFG has specified by design the quality of materials required by engineering. TFG reserves the right to reject any piece of material that does not qualify under the standards set forth by the Western Wood Products Association (WWPA) grading rules or Northeastern Lumber Manufacturer's Association (NELMA) (both of the U.S.) or equal. Grading rules are regionally variable. Grading of these materials shall be done by a certified timber grader engaged by the timber supplier or designated by TFG, and any expense incurred in the grading process shall be at the expense of Partner. Replacement of any rejected materials shall be at the expense of Partner or its timber supplier. Any delay caused by this material rejection may extend the period of time required to complete this work, and shall be without penalty to TFG.
- b) TFG warrants all workmanship involved in the construction of the Project against any and all defects for a period of one year from the date the work has been completed and accepted as a result of successful completion of a framing inspection by local regulatory authorities and/or a representative of Partner. TFG makes no other representations or warranties, expressed or implied.
- c) TFG hereby assigns to Partner all of its rights against any and all subcontractors, material men and suppliers relating to the Project, and further assigns all warranties given by any contractor, subcontractor, material man or supplier relating to the personal property and improvements described in this Agreement. At the completion of the work described in this Agreement, TFG shall provide Partner with a list of all subcontractors, material men and suppliers under TFG's supervision who have provided materials or services to the Project.

## ARTICLE VI - TERMINATION

- 6.1. Termination for Cause.** If either party determines at any time that the other party has failed to comply with any material term of this Agreement, either party may thereupon terminate this Agreement, in whole or in part, by giving written notice to the other party. Such notice shall become effective upon receipt or at such longer time after receipt as is specified in the notice.
- 6.2. Termination for Convenience.** For convenience, Partner may terminate this Agreement, in whole or in part, by providing written notice to TFG. Such notice shall become effective three days after receipt or at such longer time after receipt as is specified in the notice.
- 6.3. Expenses After Termination.** Upon the effective date of termination, TFG shall stop work, immediately terminate any subcontracts or other obligations that it may have entered into involving the Project, and shall settle all outstanding liabilities and claims from third parties engaged by TFG and resulting from such termination. Partner shall be obligated to reimburse TFG for the costs and expenses of all orders, materials, facilities provided or committed by TFG prior to the effective date of termination as well as all liabilities and claims from third parties engaged by TFG and resulting from such termination, and to pay for services performed by TFG to Partner's satisfaction. In addition, upon termination for convenience by Partner, TFG shall be entitled to

retain 20% of any portion of its fees remaining unpaid at the effective date of the termination. Within thirty (30) days of termination under this Section, TFG shall submit to Partner a final invoice.

## ARTICLE VII - INSURANCE AND INDEMNIFICATION

- 7.1. Liability Insurance.** Throughout the term of this Agreement, TFG and Partner shall each procure and maintain at their expense, respectively, general liability insurance with such carrier or carriers as is acceptable to Partner and TFG. Each such policy of insurance shall by its terms be subject to cancellation only after 10 days' prior notice in writing to TFG and Partner. Each such policy of insurance shall by its terms protect them from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in any way pertaining to operations under this Agreement, whether by Partner or TFG or any other subcontractor or other person directly or indirectly engaged by any of them. All such insurance shall be written with liability limits of not less than \$1,000,000 combined single limit bodily injury and/or property damage per occurrence, and \$2,000,000 in the annual aggregate.
- 7.2. Workers' Compensation Insurance for TFG Employees.** Throughout the term of this Agreement, TFG shall procure and maintain at its expense, in accordance with the laws of the jurisdiction in which the Project is located, Workers' Compensation Insurance for all TFG employees who may come upon the Activity Site. Certificates evidencing the issuance of such insurance shall have been or shall be delivered to Partner prior to the commencement of work under this Agreement.
- 7.3. Insurance for Participants.** Throughout the term of this Agreement, TFG shall procure and maintain at its expense, in accordance with the laws of the jurisdiction in which the Project is located, Accident Insurance or Workers Compensation Insurance for all Participants who may come upon the Activity Site, including Participants engaged by, but not employees of, TFG.
- 7.4. Builders Risk.** During the term of this Agreement, Partner is strongly encouraged to maintain in force, at its own expense, Builders' Risk insurance (also known as Course of Construction insurance) on an all risks of direct physical loss basis, including without limitation, fire, theft and vandalism, for an amount equal to the full completed replacement value of the Project. Such insurance shall include additional coverage for loss due to earthquake and flood. The coverage shall include the full amount of Partner's and TFG's labor, equipment rental and materials or fixtures to be installed, in-transit, or stored off-site during the performance of this Agreement. The earthquake and flood deductible shall not exceed 2 percent of insured coverage for the Project. The policy shall include as loss payee Partner and its subcontractors as their interests may appear.
- 7.5. Additional Insurance.** Additional types and quantities of insurance as may be required by the providers of any rented, loaned or donated equipment or services shall be provided at the expense of Partner.
- 7.6. Copies of Policies.** Binders relating to and copies of all insurance policies shall be delivered to and held by Partner during the term of this Agreement.
- 7.7. Indemnification.** Partner agrees to hold harmless and to indemnify TFG and TFG's officers, directors, employees, Volunteers, contractors, consultants, invitees, other persons over whom TFG

has control or agents of any of them from and against claims, damages, loses and expenses, including, but not limited to attorneys' fees and the costs and expenses of defense, occurring at or near the Activity Site, however caused, provided that such claim, damage, loss or expense is caused in whole or in part by negligent or intentional acts or omissions of Partner or Partner's officers, directors, employees, Volunteers, contractors, consultants, invitees, other persons over whom Partner has control, 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. TFG agrees to hold harmless and to indemnify Partner and Partner's officers, directors, employees, Volunteers, contractors, consultants, invitees, other persons over whom Partner has control or agents of any of them from and against claims, damages, loses and expenses, including, but not limited to attorneys' fees and the costs and expenses of defense, occurring at or near the Activity Site, however caused, provided that such claim, damage, loss or expense is caused in whole or in part by negligent or intentional acts or omissions of TFG or TFG's officers, directors, employees, Volunteers, contractors, consultants, invitees, other persons over whom TFG has control or agents of any of them, 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.

#### ARTICLE VIII - DEFAULT AND DISPUTE RESOLUTION

- 8.1. Default.** Should one party default in its performance hereunder, the other party shall have the right to declare the defaulting party in breach of this Agreement, and to give notice of such breach to the defaulting party. The defaulting party shall have seven days after such notice in which to cure said breach. If such breach is not cured within said seven-day period, the other party shall have the right to commence an arbitration proceeding as provided herein against the defaulting party for the recovery of appropriate damages to compensate for the breach, or to obtain any other appropriate remedy. The prevailing party in any such proceeding (or any trial or appeal) shall be entitled to recover from the party not prevailing all costs and reasonable attorney's fees incurred by the prevailing party. During the pendency of such proceedings, the parties may suspend their performance under this Agreement, and the amount of time necessary to complete such proceedings shall be added to the Schedule.
- 8.2. Resolution of Disputes.** In the event the Partner's principal place of business is in the United States of America, then any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration before a single arbitrator under the rules of the American Arbitration Association in effect at the time of commencement of the arbitration, and the parties agree that judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. In the event the Partner's principal place of business is not in the United States of America, then arbitration shall be in accordance with the rules of the United Nations Commission on International Trade Law (UNCITRAL), and any arbitration award shall be governed by the Convention on the Recognition and Enforcement of Foreign Arbitration Awards. Expenses of arbitration, including reasonable attorneys' fees, shall be borne by the non-prevailing party. Prior to the institution of any such arbitration proceeding, either party may request the intervention of a mediator, whose recommendation shall not be introduced into any subsequent arbitration proceeding. Expenses of the mediation shall be shared equally between the parties.



Mediation and arbitration shall be held in the state of principal location of the party against whom the action is commenced and each shall be conducted in American English.

- 8.3. No Waiver of Rights.** Either party may specifically waive any breach of this Agreement by the other party, but no such waiver shall be deemed effective unless in writing, signed by the waiving party, and specifically designating the breach waived. No waiver shall constitute a continuing waiver of similar or other breaches. One party's consent or approval of any act by the other shall not be deemed to render unnecessary the consent to or approval of any subsequent act by the other party.

## ARTICLE IX - MISCELLANEOUS

- 9.1. Ownership Of Intellectual Property.** The Parties agree that any non-proprietary information developed under this Agreement will be made publicly available. Any creative work developed by TFG, including all written, graphic, audio, visual and any other materials, contributions, applicable work product and production elements contained therein, whether on paper, disk, tape, digital file or any other media (the "Creative Work"), shall remain the intellectual property of TFG: provided, however, that TFG hereby irrevocably grants to Partner, a perpetual, royalty free, non-exclusive right to copy, distribute, use, and prepare derivative works from the Creative Work for any purpose, in any media, and in any territory for non-commercial or non-compensated use.

**9.2. Publications and Logo.**

- a) TFG agrees to provide Partner with a copy of any article, report, media interview or other publication relating to activities covered under this Agreement. Partner agrees to provide TFG with a copy of any article, report, media interview or other publication relating to activities covered under this Agreement.
- b) TFG agrees not to make any use of the logo or the name of Partner, except as expressly authorized in writing. Partner agrees not to make any use of the logo or the name of TFG, except as expressly authorized in writing.

- 9.3. Local Law.** TFG and its employees shall obey all local laws, including those enforcing social, labor and tax policies.

- 9.4. Hazardous Materials.** TFG shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Activity Site.

- 9.5. Safety.** Partner agrees that he or she or its representative has read, understands and shall comply with any applicable safety regulations provided by TFG.

- 9.6. Record Keeping.** TFG shall keep all pertinent records, both financial and technical, relating to this Agreement for a period of three years following the termination of this Agreement. Partner, its representatives, and assignees reserves the right to inspect, review or audit any and all records relating to this Agreement.

- 9.7. Audit.** Partner reserves the right to require a Project audit (at its expense) of expenses incurred under this Agreement. TFG agrees to reimburse Partner, at TFG's sole expense, the amount of any expenditures disallowed by auditors, through an audit exception or other appropriate means, based upon a finding that such expenditures failed to comply with a provision of this Agreement.
- 9.8. Relationship of the Parties.** TFG is an independent contractor and not an employee, agent, partner or assign of Partner for any purposes whatsoever, including, but not limited to, national, state, provincial or local taxes; payroll taxes; workers' compensation coverage; any insurance and/or other benefits; or to render either party liable for any debts or obligations incurred by the other. Neither party has the right or authority to assume or create any obligation of any kind or to make any representation or warranty, whether expressed or implied, on behalf of the other party or to bind the other party in any respect.
- 9.9. Time of Essence.** Time is declared to be of the essence of this Agreement.
- 9.10. Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the state of the Activity Site, applicable to contracts fully executed and performed therein.
- 9.11. Notices.** Insofar as this Agreement requires or contemplates that notices shall be given by one party to the other party, such notice shall be deemed given when delivered by hand or reputable courier to its Representative at its business office or five (5) days after being deposited in the United States Mail, first class postage prepaid, addressed to the other party at its mailing address set forth above, or such other address as the party may designate by written notice.
- 9.12. Entire Agreement.** This Agreement represents the entire agreement between the parties pertaining to the subject matter hereof. This Agreement supersedes any and all prior agreements between the parties pertaining to the subject matter hereof. Each party acknowledges and represents that it is relying on no representations by the other party or any representative thereof other than those expressly set forth herein. The parties further agree that this Agreement may be amended or otherwise modified only by a Change Order executed by both parties.
- 9.13. Successors.** This agreement shall be binding upon the successors and assigns of the parties hereto.
- 9.14. Counterparts and Facsimile Signatures.**
- a) It is the intention of each of the Parties that the other Party may rely on a facsimile copy of the signature of a duly authorized signatory and that upon the exchange of such facsimile signatures, electronically or otherwise, this Agreement shall be binding between the Parties whether or not original manually signed copies of this Agreement are ever exchanged between them.
  - b) This document may be signed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument even though all the Parties are not signatories to the original or the same counterpart.

**IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first herein above written.**

**Effective**

**Date:** \_\_\_\_\_

**TIMBER FRAMERS GUILD, INC.**

**By:** \_\_\_\_\_  
**Brenda Baker, Executive Director**

**By:** \_\_\_\_\_  
**Mack Magee, Director Projects**

**PARTNER**

**Name:** \_\_\_\_\_  
**Entity**

**By:** \_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Office**

## Exhibit 1

<b>Change Order Request for Name of Project</b>		
Revision Number:	Revision Date:	Change Order Number:

Change Order Originator: <input type="checkbox"/> Partner	<input type="checkbox"/> Timber Framers Guild
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What timeframe is suggested for making a decision on this Change Order? _____			
Specific Description of the Change Order (dates, work impacted, reason for Change):  Pursuant to Exhibit 3 of the Agreement all additional costs of the Agreement are not included in the budget as defined in Exhibit 2. Accordingly, this Change Order will provide the additional agreement provisions in form of List of Documents attached hereto for the installation of Timber Frame Structure and Painted Ceiling Panels into Core Exhibition at the Museum in the Museum building in January 2012 as detailed in the Installation Program attached.			
List of Documents (Drawing, Specification, Estimate, etc.) that define the Change Order: Attachments to the Change Order: 1. Scope of TFG and Partner Responsibilities 2. Schedule of Work for of the Agreement 3. Technology of the Installation 4. Health and Safety Instruction 5. Budget 6. Schedule of the Agreement.			
<table style="width: 100%; border: none;"> <tr> <td style="width: 30%; border: none;">Change Order Impacts:</td> <td style="width: 35%; border: none;"><input type="checkbox"/> Schedule Additional Time Required: <i>Time Required is an Estimate</i></td> <td style="width: 35%; border: none;"><input type="checkbox"/> Budget: &lt;&lt;\$ CHANGE&gt;&gt; <input type="checkbox"/> Lump Sum <input type="checkbox"/> Time and Materials <input type="checkbox"/> Hourly Not to Exceed</td> </tr> </table>	Change Order Impacts:	<input type="checkbox"/> Schedule Additional Time Required: <i>Time Required is an Estimate</i>	<input type="checkbox"/> Budget: <<\$ CHANGE>> <input type="checkbox"/> Lump Sum <input type="checkbox"/> Time and Materials <input type="checkbox"/> Hourly Not to Exceed
Change Order Impacts:	<input type="checkbox"/> Schedule Additional Time Required: <i>Time Required is an Estimate</i>	<input type="checkbox"/> Budget: <<\$ CHANGE>> <input type="checkbox"/> Lump Sum <input type="checkbox"/> Time and Materials <input type="checkbox"/> Hourly Not to Exceed	

Previous Budget: \$  
 Amount of This Change: \$  
 Therefore, New Budget: \$

*The work and agreement provisions contained in this Change Order document are accepted by both parties and will be performed under the terms and conditions in Agreement ..... dated...., and will become part of that Agreement.*

Signed:

Signed:

\_\_\_\_\_  
 Name:  
 Title: Project Administrator  
 Partner Association Name

\_\_\_\_\_  
 Name: Brenda Baker  
 Title: Executive Director, TFG

**Exhibit 2**

**BUDGET**

**Exhibit 3**

**PLANS AND SPECIFICATIONS**

**Exhibit 4**  
**SCOPE OF WORK**

**Exhibit 5**  
**SCHEDULE**