

September 30, 2016

**Via U.S. Mail/Email**

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connie@chelmsfordha.com

**Re: Chelmsford Woods Residences**

Dear David and Connie,

I am writing to supplement my letter to you of September 9, 2016. After further thought, we have decided to strengthen the language of our standard contract document forms by adding an explicit requirement regarding the due diligence that contractors must undertake before awarding subcontracts. Specifically, we intend to make the following change to our General Conditions document:

**§ 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. Submission of the name of a person or entity shall constitute a material representation to the Owner that the Contractor has performed reasonable due diligence and has confirmed that such person or entity has not been found to have violated construction, tax and/or labor laws within three (3) years prior to the Contractor's submission of that person's or entity's name. Such due diligence shall include searching the electronically accessible lists of debarred, suspended and/or cited contractors maintained by the federal government and the state government in the jurisdiction where the project is located. 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.

Please let me know if you have questions about this additional step.

Sincerely,



Richard A. Hayden  
Executive Vice President  
Stratford Capital Group