



PROJECT MANUAL
for
PARSHALL HOTEL and LAUNDROMAT
Parshall, ND



MHA NATION

Mandan, Hidatsa and Arikara Nation | Three Affiliated Tribes



BID PACKAGE 2.0R1
GENERAL CONSTRUCTION
VOLUME 1 of 3

Division 00: Procurement and Contracting Requirements
Division 01: General Requirements

Issue for Rebid Date: 05/04/2026

RML Project Number: 22-1004

Rebid Documents

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DOCUMENT 00 0101 - PROJECT TEAM LIST

OWNER

MHA Nation | Three Affiliated Tribes
Mandan, Hidatsa & Arikara Nation
Fort Berthold Reservation
307 5th Avenue
New Town, ND 58763
Contact: Brianna Foote, Special Projects Mgr.
Phone: 701-421-2004
E-mail: bfoote@mhanation.com

ARCHITECT OF RECORD

RML ARCHITECTS, LLC
International Market Square
275 Market Street, Suite 313
Minneapolis, MN 55405-1624
Contact:
Principal-In-Charge: Randall M. Lindemann
AIA, LEED, AP, NCARB
Phone: 612-655-7222
E-mail: RLindemann@rml-architects.com

Project Manager: James P. Horwath, R.A.
Senior Architect
Phone: 612-247-5499
E-mail: JHorwath@rml-architects.com

CIVIL ENGINEER

SWENSON, HAGEN & COMPANY P.C.
3002 Airway Avenue
Bismarck, ND 58504
Contact: Tyrel Rebel, P.E.
Phone: 701-223-2600
E-mail: trebel@swensonhagen.com

LANDSCAPE DESIGNER

SWENSON, HAGEN & COMPANY P.C.
3002 Airway Avenue
Bismarck, ND 58504
Contact: Tyrel Rebel, P.E.
Phone: 701-223-2600
E-mail: trebel@swensonhagen.com

STRUCTURAL ENGINEER

ALBERTSON ENGINEERING, INC.
3202 W Main Street, Suite C
Rapid City, SD 57702
Contact: David Leppert, P.E., Principal
Phone: 605-343-9606
E-mail: david@albertsonengineering.com

MECHANICAL & PLUMBING ENGINEER

SMITH & BOUCHER ENGINEERS
25618 W 103rd Street
Olathe, KS 66061
Contact: Matt Pellman, PD, CGD, Associate
Phone: 913-344-0046
E-mail: mpellman@smithboucher.com

ELECTRICAL ENGINEER

SMITH & BOUCHER ENGINEERS
25618 W 103rd Street
Olathe, KS 66061
Contact: Matt Pellman, PD, CGD, Associate
Phone: 913-344-0046
E-mail: mpellman@smithboucher.com

RML ARCHITECTS
PROJECT NUMBER 22-1010

PARSHALL HOTEL and LAUNDROMAT
PARSHALL, ND

MODULAR FABRICATOR

AVA (Advanced Volumetric Alliance)
6757 Karmen Avenue, NE
Albertville, MN 55301
Contact: Brian Nicholson, CEO
Phone: 612-325-6520
E-mail: bjn@headwaters.build

MODULAR ERECTOR
TO BE DETERMINED

INTERIOR DESIGNER

HEADWATERS DEVELOPMENT
6757 Karmen Avenue, NE
Albertville, MN 55301
Contact: Carissa Pouliot, CID, Vice President
Phone: 612-600-3285
E-mail: CLP@Headwaters.build

FOOD SERVICE DESIGNER

BOELTER FOOD SERVICE DESIGN
7120 Northland Terrace North
Minneapolis, MN 55428
Contact: Dennis Hahn
Phone: 612-851-2309
E-mail: dhahn@boelter.com

END OF DOCUMENT 00 0101

DOCUMENT 00 1113 - ADVERTISEMENT FOR BIDS

1.1 PROJECT INFORMATION

- A. Notice to Bidders: Qualified bidders may submit bids for project as described in this Document. Submit bids according to Section 00 2113 “Instructions to Bidders” and Section 00 2213 “Supplementary Instructions to Bidders”.
- B. Project Identification: Parshall Hotel and Laundromat.
1. Project Location: 205 Main Street, Parshall, ND 58770
- C. Owner: MHA Nation - Mandan, Hidatsa & Arikara | Three Affiliated Tribes, 307 5th Avenue, New Town, ND 58763
1. Owner's Representative: Brianna Foote, Special Projects Manager
- D. Architect: RML Architects, LLC, 275 Market Street, Suite 313, Minneapolis, MN 55405
- E. Project Description: Project consists of the following:
1. Two-story, wood-framed, 36 unit hotel with a one-story attached public laundromat. Construction system will employ fully finished modules fabricated in a factory, shipped to site and set in place. Exterior cladding and roofing will occur on site after modules are set. Ancillary on-site wood framing will occur for areas unable to be fabricated in the factory.
a. Hotel spaces include the following:
1) First Floor, approximately 14,917 gross square feet
a) Entry vestibule, lobby and front desk, manager’s office and market place for sundries and snacks for guest purchase.
b) Guest lounge/breakfast area/ commons space.
c) Meeting room.
d) Kitchen and adjoining Servery.
e) On-site caretaker apartment.
f) Mechanical/electrical room and water service room.
g) Hotel Laundry and Housekeeping rooms
h) Twelve guest rooms.
2) Second floor, approximately 12,545 gross square feet.
a) Twenty-four guest rooms.
b) Hotel housekeeping rooms.
c) Elevator and stairs.
b. Public laundromat spaces include:
1) Wash area with 14 coin-operated washers.
2) Drying area with 13 coin-operated dryers.
3) Restrooms, storage room and electrical/mechanical room.
4) Vending area with snack and beverage vending machines including a hot food vending machine.
c. Site improvements include but not limited to the following:
1) New sanitary sewer line from street.

- 2) Parking lot with concrete paving and curbs and security lighting.
- 3) Screen fencing, trash enclosure, new electrical transformer, new emergency generator and buried propane tank.
- 4) Landscaping.

F. Construction Contract: Bids will be received for the following Work as part of Bid Package 2.0R1:

1. Bid Package 2.0R1, "General Construction"
 - a. Work including, but not limited to:
 - 1) Site Improvements.
 - 2) Footings and foundations.
 - 3) Superstructure framing of non-modular areas including a concrete storm shelter.
 - 4) Exterior closure not part of modular construction including walls, parapets, doors, windows and louvers.
 - 5) Roofing, including roof insulation, coverings, flashings, roof specialties and roof accessories.
 - 6) Interior construction not part of modular construction including partitions, doors and fittings and completion of portions of modules.
 - 7) Interior finishes not part of modular construction including finish carpentry, architectural woodwork, interior specialties and floor/wall/ceiling finishes.
 - 8) Elevator.
 - 9) Specialties and equipment.
 - 10) Casework not part of modular construction.
 - 11) Dry sprinkler system in attic.
 - 12) Plumbing not part of modular construction.
 - 13) Plumbing connections between modules and to overall building.
 - 14) HVAC not part of modular construction including rooftop units and ductwork.
 - 15) Electrical not part of modular construction including service and distribution, site lighting, interior and exterior building lighting, emergency generator and electrical connections.
 - 16) Fire alarm, communications and security not part of modular construction.

1.2 BID SUBMITTAL AND OPENING

- A. The Owner and Architect will receive lump sum bids electronically until the bid time and date given below. Bids prepared in compliance with the Instructions to Bidders, will be considered by the Owner.
 1. Bid Package Name: Bid Package 2.0R1 "General Construction".
 2. Bid Submission Date: May 29, 2026.
 3. Bid Submission Time: 2:00 p.m. Central Daylight Time.
 4. Receipt of Bids: Via e-mail to the Owner and Architect.
- B. The Owner and Architect will conduct a video conference for opening bids. Bids will be publicly opened and read aloud at the conference.
 1. Location: Microsoft Teams online video conference. Prime bidders are encouraged to attend the bid opening, but attendance is not required.
 - a. Conference can be joined by clicking on the link below: (Select and hold the "ctrl" key on your keyboard and click the link with your mouse cursor.)

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/238851881451244?p=D8rGQcssAelQ4c7aDJ>

Meeting ID: 238 851 881 451 244

Passcode: 3M3vJ9dd

[Need help?](#) | [System reference](#)

Dial in by phone

[+1 612-429-0105,692598336#](tel:+16124290105692598336) United States, Minneapolis

[Find a local number](#)

Phone conference ID: 692 598 336#

- C. Bids shall be e-mailed to:
1. Brianna Foote, Special Projects Manager, MHA Nation
bfoote@mhanation.com
Phone: 701-421-2004
 2. Jim Horwath, Sr. Architect, RML Architects
jhorwath@rml-architects.com
Phone: 612-247-5499

1.3 BID SECURITY

- A. Bid security in the form of a certified check shall be submitted with each bid in the amount of five percent (5%) of the bid amount in accordance with Section 00 2213 “Supplementary Instructions to Bidders”. No bids may be withdrawn for a period of Sixty (60) days after opening of bids. Owner reserves the right to reject any and all bids and to waive informalities and irregularities.

1.4 MATERIAL APPROVAL

- A. Bidders seeking approval of materials or products not specified are reminded to review and comply with Section 00 2600 “Procurement Substitution Procedures” during the bid phase.

1.5 UNIT PRICES AND ALLOWANCES

- A. Bidders shall submit Unit Prices and break-out pricing as requested on Document 00 4123 “Bid Form” in accordance with Section 00 2213 “Supplementary Instructions to Bidders” and the Procurement and Contract Documents.

1.6 SITE INSPECTION

1. Bidders are encouraged to visit and inspect the site.

1.7 PREBID CONFERENCE

- A. Prebid Meeting: A Prebid Meeting will not be scheduled for the rebidding of this project.

1.8 DOCUMENTS

- A. Online Procurement and Contracting Documents: Obtain access after May 4, 2026, by contacting the Architect to obtain a link to an online sharing file site. Online access will be provided to invited bidders only.
1. Contact: RML Architects, LLC
James Horwath, Project Manager
Phone: 612-247-5499
E-mail: jhorwath@rml-architects.com
- B. Addenda, if required, will be available by accessing the online sharing file site indicated above. The Architect will notify invited bidders when addenda is available. Bidders who obtain Procurement and Contracting Documents are responsible to obtaining addenda.

1.9 TIME OF COMPLETION AND LIQUIDATED DAMAGES

- A. Successful bidder shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time. Work is subject to liquidated damages in accordance with Section 07 300 "Supplementary Conditions of the Contract".

1.10 BIDDER'S QUALIFICATIONS

- A. Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work. A Performance Bond, separate Labor and Material Payment Bond, and Insurance in a form acceptable to Owner will be required of the successful Bidder.
1. Refer to AIA Document A701-2018 "Instruction to Bidders" for Performance and Payment Bond.

1.11 NOTIFICATION

- A. This Advertisement for Bids document is issued by RML Architects, LLC, Minneapolis, MN.

END OF DOCUMENT 00 1113

DOCUMENT 00 2113 - INSTRUCTIONS TO BIDDERS

1.1 SUMMARY

- A. Document includes:
 - 1. Information for AIA Document A701-2018
- B. Related Documents
 - 1. Document 00 5200 "Agreement Form"
 - a. *With attachment AIA Document A101-2017 "Standard Form of Agreement Between Owner and Contractor".*
 - 2. Document 00 7200 "General Conditions of the Contract".
 - a. *With attachment AIA Document A201-2017 "General Conditions of the Contract for Construction".*
 - 3. Document 00 7300 "Supplementary Conditions of the Contract".

1.2 INSTRUCTIONS TO BIDDERS

- A. AIA Document A701-2018 "Instructions to Bidders," is hereby incorporated into the Procurement and Contracting Requirements by reference.
 - 1. For the Bidders' convenience a sample is bound in this Project Manual.
 - 2. This document may be purchased from:

The American Institute of Architects
1735 New York Ave., NW
Washington, DC 20006-5292

Phone: 1-800-AIA-383
Website: <http://www.aia.org/>

END OF DOCUMENT 00 2113

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Instructions to Bidders

for the following Project:

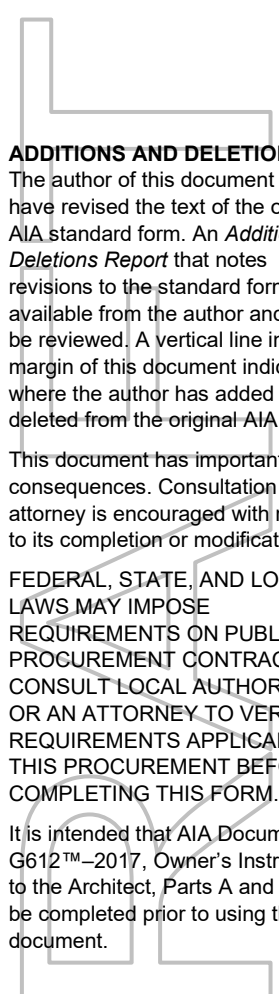
(Name, location, and detailed description)

Parshall Hotel and Laundromat

Parshall, ND

Project Description: Project consists of the following:

- A. Two-story, wood-framed, 36 unit hotel with a one-story attached public laundromat. Construction system will employ fully finished modules fabricated in a factory, shipped to site and set in place. Exterior cladding and roofing will occur on site after modules are set. Ancillary on-site wood framing will occur for areas unable to be fabricated in the factory.
 1. Hotel spaces include the following:
 - a) First Floor, approximately 14,917 gross square feet.
 - Entry vestibule, lobby and front desk, manager’s office and market place for sundries and snacks for guest purchase.
 - Guest lounge, breakfast area/ commons space.
 - Meeting room.
 - Kitchen and adjoining servery.
 - On-site caretaker apartment.
 - Mechanical/electrical room and water service room.
 - Housekeeping room.
 - Twelve guest rooms.
 - b) Second floor, approximately 12,545 gross square feet.
 - Twenty-four guest rooms.
 - Hotel laundry facility and housekeeping.
 - Elevator and stairs.
 2. Public laundromat spaces include:
 - a) Wash area with 14 coin-operated washers.
 - b) Drying area with 13 coin-operated dryers.
 - c) Restrooms, storage room and electrical/mechanical room.
 - d) Vending area with food and beverage vending machines.
 3. Site improvements include but not limited to the following:
 - a) New sanitary sewer line from street.
 - b) Parking lot with concrete paving and curbs and security lighting.
 - c) Screen fencing, trash enclosure, new electrical transformer, new emergency generator and buried propane tank.
 - d) Landscaping.

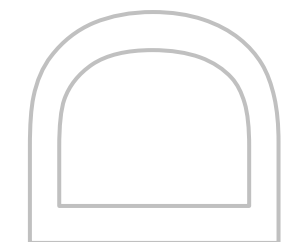


ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™–2017, Owner’s Instructions to the Architect, Parts A and B will be completed prior to using this document.



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THE OWNER:

(Name, legal status, address, and other information)

Three Affiliated Tribes of North Dakota | Mandan, Hidatsa and Arikara Nation
Fort Berthold Indian Reservation
307 5th Avenue
New Town, ND 58763-9402
C/o Mark N. Fox
Chairman, MHA Nation Tribal Business Council

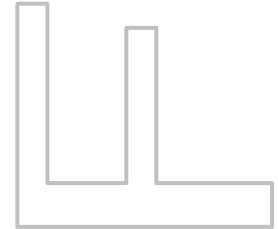
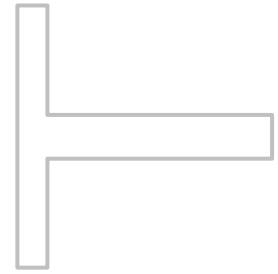
THE ARCHITECT:

(Name, legal status, address, and other information)

RML Architects, LLC
275 Market Street, Suite 313
Minneapolis, MN 55405
Office: 612-429-0103
C/o Randall M. Lindemann, AIA
Architect of Record

TABLE OF ARTICLES

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- 6 **POST-BID INFORMATION**
- 7 **PERFORMANCE BOND AND PAYMENT BOND**
- 8 **ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS**



ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.1.1 Instructions to Bidders, AIA Document A701, 2018 Edition applies to Bidders and Sub-bidders.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

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

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents; No allowance will be made for Bidder's failure to fully understand the requirements of the Bidding Documents or Contract Documents.
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents; The Bidder shall become familiar with the location of the work, transportation facilities, kind and character of soil and terrain, kind of facilities required, and other matters that may affect the cost and time of completion of the Project. No allowances will be made on behalf of the Contractor, after the Contract Agreement is signed, for errors or negligence in determining these conditions.
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.
- .7 The Bidder must become familiar with Federal, State, County, and City laws, ordinances, codes, taxes and other matters which affect those engaged or employed on the work or the materials or equipment used.
- .8 Notice to Successful Bidder: if not already an MHA preferred contractor, must make a business license application and pay application fees to MHA. Prime Bidders/Prime Contractors must complete the application form "Prime Contractor (Construction), 10-F", available at <https://mhatero.com/tero-license-application/>. Sub-

bidders/sub-contractors must complete the application form "General Contractor (Construction), 10-G", also available at <https://mhatero.com/tero-license-application/>.

- .9 No allowances will be made on behalf of the Contractor, after the Contract Agreement is signed, for errors or negligence in determining these requirements.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

Bidders may obtain complete sets of electronic versions of the Bidding Documents by contacting the office of the Architect as designated in the "Invitation to Bid" to gain access to the Architect's electronic file sharing website, "WeTransfer". Paper versions of the Bidding Documents will not be issued by the Architect.

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least five (5) working days prior to the date for receipt of Bids. Conflicting requirements brought to the Architect's attention subsequent to five days prior to the date for receiving Bids will be subject to the Architect's decision and at no additional cost to the Owner.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

Requests shall be made in writing via e-mail or paper copy. Voice mail representations will not be accepted nor reviewed.

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution. Where several materials are specified under the same heading, selection shall be the option of the Bidder. Where materials or products are specified accompanied with the phrase "Approved Substitution", or similar verbiage, the Bidder may submit materials or products for approval in accordance with Subparagraph 3.3.2.

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents. Bidders shall submit substitution requests on Document 00 2331 “Procurement Substitution Request Form” as provided in these Bidding Documents. Submittals not accompanied by this form properly filled in and endorsed, will be discarded without review. NO EXCEPTIONS. Include a self-addressed, stamped envelope if a formal reply is desired. Requests for substitution will be returned in this envelope if provided at the Architect's earliest convenience. Where specified materials or products are accompanied by a color, pattern or finish selection, requests for substitution shall include an actual sample of the proposed color, pattern or finish for review. All approvals will be listed in an Addendum as stated in Subparagraph 3.3.3.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents. *(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)*

Addenda will be available on the Architect's file sharing website used for distribution of Bidding Documents. It is the responsibility of the Bidders who obtained the Bidding Documents to visit the file sharing website to obtain distributed addenda.

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted with duplicate copies on Document 00 4100 “Bid Form” and included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the

amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter “No Change” or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder’s refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent’s authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

(Insert the form and amount of bid security.)

As stipulated in Document 00 1113 “Advertisement for Bids”, Document 00 2213 “Supplementary Instructions to Bidders” and in Document 00 4100 “Bid Form”, each Bid shall be accompanied by a Bid Security in the form of a Certified Cashier’s Check or Bid Bond made out to the Owner in the amount of Five percent (5%) of the Stipulated Lump Sum Bid pledging that the Bidder will enter into a Contract with the Owner on the terms stated in the Bid.

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning Sixty (60) days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

The Owner will accept paper copy bids in a sealed envelope only. All other forms of bidding will be rejected.

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder’s name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation

“SEALED BID ENCLOSED - MHA NATION PARSHALL HOTEL AND LAUNDROMAT BID PACKAGE 2.0R1” on the face thereof.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within Two (2) days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:

(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)

Return or retainage of bid security shall be in accordance with §4.2.2 and §6.2.

§ 4.5 Unit Prices

§ 4.5.1 The Owner requests Unit Prices for certain items of work. Bidders shall submit requested unit prices on Document 00 4332 Unit Prices Form, as an attachment to the Bid Form. Both forms are included in the Project Manual. Failure to submit unit prices may invalidate a Bid

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to accept the proposal which, in the Owner’s judgement, is in the Owner’s best interest, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Owner’s evaluation and selection criteria will include the following:

- a. Proposed cost and fee, including accepted Alternates.
- b. Responsiveness (completeness) of the Proposal.
- c. Bidder’s demonstrated qualifications to perform the Work.

§ 5.3.2 The Owner shall have the right to accept only those Alternates listed on Document 00 4323 Alternates Form, as attached to the Bid Form. The Owner may accept Alternates in any order or combination to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

The Owner may require Bidders to whom award of a Contract is under consideration to submit to the Owner, upon request, evidence that the Bidder is an MHA preferred contractor, unless such information has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

§ 6.1.1 The Owner may require Bidders to whom award of a Contract is under consideration to submit to the Owner, upon request, the Contractor's bonding company rating, and a detailed construction schedule prior to award of the Contract, unless such information has been previously required and submitted.

§ 6.2 Owner's Financial Capability

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 As stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 The cost of such bonds shall NOT be included in the Base Bid amount but shall be indicated as a separate line item on the Bid Form to be added to the Base Bid in determining the Contract Sum. The Owner may at its discretion consider Sub-Contractor Default Insurance (SDI) in lieu of, or in addition to the Performance and Payment Bond. The bond obligations will be negotiated by the Owner with the selected General Contractor at the time the Contract for Construction is finalized.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.
(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

To be determined at the time bidding commences.

- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

To be determined at the time bidding commences.

- .3 Drawings

Number	Title	Date
To be determined at the time bidding commences.	Bid Package 2.0R1 “General Construction”	05/04/2026

- .4 Specifications

Section	Title	Date	Pages
Division 00: Procurement, and Contracting Requirements Division 01: General Requirements	Three Affiliated Tribes “Parshall Hotel and Laundromat, Bid Package 2.0R1, Volume 1”	05/04/2026	To be determined
Divisions 02-14: General Construction Divisions 31-32: Earthwork, Site Improvements and Utilities	Three Affiliated Tribes “Parshall Hotel and Laundromat, Bid Package 2.0R1, Volume 2”	05/04/2026	To be determined

Divisions 21-28: Fire Protection, Plumbing, HVAC, Electrical, Communications and Electronic Safety and Security

Three Affiliated Tribes
 “Parshall Hotel and Laundromat, Bid Package 2.0R1, Volume 3”

05/04/2026

To be determined

.5 Addenda:

Number

To be determined

Date

To be determined

Pages

To be determined

.6 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

Supplementary and other Conditions of the Contract:

Document

Specification Section 00 7300

Title

Supplementary Conditions of the Contract

Date

05/04/2026

Pages

18

.7 Other documents listed below:

(List here any additional documents that are intended to form part of the Proposed Contract Documents.)



DOCUMENT 00 2213 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1.1 INSTRUCTIONS TO BIDDERS

- A. Instructions to Bidders for Project consist of the following:
 - 1. AIA Document A701, "Instructions to Bidders", a copy of which is bound in this Project Manual.
 - 2. The following Supplementary Instructions to Bidders that modify and add to the requirements of the Instructions to Bidders.

1.2 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS, GENERAL

- A. The following supplements modify AIA Document A701, "Instructions to Bidders." Where a portion of the Instructions to Bidders is modified or deleted by these Supplementary Instructions to Bidders, unaltered portions of the Instructions to Bidders shall remain in effect.

1.3 ARTICLE 1 - DEFINITIONS

- A. Add Section 1.1.1:
 - 1. 1.1.1 Instructions to Bidders, AIA Document A701, 2018 Edition applies to Bidders and Sub-bidders.

1.4 ARTICLE 2 - BIDDER'S REPRESENTATIONS

- A. Add to the end of Section 2.1.1:
 - 1. No allowance will be made for Bidder's failure to fully understand the requirements of the Bidding Documents or Contract Documents.
- B. Add to the end of Section 2.1.4:
 - 1. The Bidder shall become familiar with the location of the work, transportation facilities, kind and character of soil and terrain, kind of facilities required, and other matters that may affect the cost and time of completion of the Project. No allowances will be made on behalf of the Contractor, after the Contract Agreement is signed, for errors or negligence in determining these conditions.
- C. Add Section 2.1.7:
 - 1. The Bidder must become familiar with Federal, State, County, and City laws, ordinances, codes, taxes and other matters which affect those engaged or employed on the work or the materials or equipment used.
- D. Add Section 2.1.8:
 - 1. Notice to Successful Bidder: if not already an MHA preferred contractor, must make a business license application and pay application fees to MHA. Prime Bidders/Prime Contractors must complete the application form "Prime Contractor (Construction), 10-F", available at <https://mhatero.com/tero-license-application/>. Sub-bidders/sub-contractors

must complete the application form "General Contractor (Construction), 10-G", also available at <https://mhatero.com/tero-license-application/>.

- E. Add Section 2.1.9:
 - 1. No allowances will be made on behalf of the Contractor, after the Contract Agreement is signed, for errors or negligence in determining these requirements.

1.5 ARTICLE 3 - BIDDING DOCUMENTS

- A. 3.1 Distribution:
 - 1. 3.1.1:
 - a. Add language indicating method for obtaining Bidding Documents.
 - 1) Bidders may obtain complete sets of electronic versions of the Bidding Documents by contacting the office of the Architect as designated in the "Invitation to Bid" to gain access to the Architect's electronic file sharing website, "Drop Box". Paper versions of the Bidding Documents will not be issued by the Architect.
- B. 3.2 Modification or Interpretation of Bidding Documents:
 - 1. Section 3.2.2:
 - a. Delete the word "seven" and change to "five (5) working".
 - 2. Add to Section 3.2.2:
 - a. Conflicting requirements brought to the Architect's attention subsequent to five days prior to the date for receiving Bids will be subject to the Architect's decision and at no additional cost to the Owner.
 - b. Requests shall be made in writing via e-mail or paper copy. Voice mail representations will not be accepted nor reviewed.
- C. 3.3 Substitutions:
 - 1. Add to Section 3.3.1:
 - a. Where several materials are specified under the same heading, selection shall be the option of the Bidder. Where materials or products are specified accompanied with the phrase "Approved Substitution", or similar verbiage, the Bidder may submit materials or products for approval in accordance with Subparagraph 3.3.2.
- D. 3.3.2 Substitution Process:
 - 1. Section 3.3.2.1
 - a. Delete the word "ten" and change to "seven (7)".
 - 2. Add to Section 3.3.2.2:
 - a. Bidders shall submit substitution requests on Document 002331 "Procurement Substitution Request Form" as provided in these Bidding Documents. Submittals not accompanied by this form properly filled in and endorsed, will be discarded without review. NO EXCEPTIONS. Include a self-addressed, stamped envelope if a formal reply is desired. Requests for substitution will be returned in this envelope if provided at the Architect's earliest convenience. Where specified materials or products are accompanied by a color, pattern or finish selection, requests for substitution shall include an actual sample of the proposed color, pattern or finish

for review. All approvals will be listed in an Addendum as stated in Subparagraph 3.3.3.

- E. 3.4 - Addenda:
 - 1. Add to Section 3.4.1:
 - a. Addenda will be available on the Architect's file sharing website used for distribution of Bidding Documents. It is the responsibility of the Bidders who obtained the Bidding Documents to visit the file sharing website to obtain distributed addenda.

1.6 ARTICLE 4 - BIDDING PROCEDURES

- A. 4.1 - Preparation of Bids:
 - 1. Revise Section 4.1.1:
 - a. Revise to read:
 - 1) Bids shall be submitted with duplicate copies on Document 00 4100 "Bid Form" included with or identified in the Bidding Documents.
- B. 4.2 Bid Security:
 - 1. Add to Section 4.2.1:
 - a. As stipulated in Document 00 1113 "Advertisement for Bids", Document 00 2213 "Supplementary Instructions to Bidders" and in Document 00 4100 "Bid Form", each Bid shall be accompanied by a Bid Security in the form of a Certified Cashier's Check or Bid Bond made out to the Owner in the amount of Five percent (5%) of the Stipulated Lump Sum Bid pledging that the Bidder will enter into a Contract with the Owner on the terms stated in the Bid.
 - 2. Add to Section 4.2.4:
 - a. Sixty (60)
- C. 4.3 - Submission of Bids:
 - 1. Add to Section 4.3.1:
 - a. The Owner will accept paper copy bids in a sealed envelope only. All other forms of bidding will be rejected.
 - 2. Add to Section 4.3.2:
 - a. MHA NATION PARSHALL HOTEL AND LAUNDROMAT
- D. 4.4 - Modification or Withdrawal of Bids:
 - 1. Add the following to Section 4.4.3:
 - a. Return or retainage of bid security shall be in accordance with §4.2.2 and §6.2.
- E. Add Section 4.5 Unit Prices:
 - 1. Add Section 4.5.1:
 - a. The Owner requests Unit Prices for certain items of work. Bidders shall submit requested unit prices on the Unit Price Form, Document 00 4322, as an attachment to the Bid Form. Both forms are included in the Project Manual. Failure to submit unit prices may invalidate a Bid.

1.7 ARTICLE 5 - CONSIDERATION OF BIDS

- A. Revise Section 5.3.1 to read:
 - 1. It is the intent of the Owner to accept the proposal which, in the Owner's judgement, is in the Owner's best interest, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Owner's evaluation and selection criteria will include the following:
 - a. Proposed cost and fee, including accepted Alternates.
 - b. Responsiveness (completeness) of the Proposal.
 - c. Bidder's demonstrated qualifications to perform the Work.
- B. Revise Section 5.3.2 to read:
 - 1. The Owner shall have the right to accept only those Alternates listed on the Alternates Form, Document 00 4323, as attached to the Bid Form. The Owner may accept Alternates in any order or combination to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

1.8 ARTICLE 6 - POSTBID INFORMATION

- A. 6.1 - Contractor's Qualification Statement:
 - 1. Revise Section 6.1 to read:
 - a. The Owner may require Bidders to whom award of a Contract is under consideration to submit to the Owner, upon request, evidence that the Bidder is an MHA preferred contractor, unless such information has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.
 - 2. Add Section 6.1.1:
 - a. The Owner may require Bidders to whom award of a Contract is under consideration to submit to the Owner, upon request, the Contractor's bonding company rating, and a detailed construction schedule prior to award of the Contract, unless such information has been previously required and submitted.

1.9 ARTICLE 7 - PERFORMANCE BOND AND PAYMENT BOND

- A. 7.1 - Bond Requirements:
 - 1. Revise Section 7.1.2 to read:
 - a. The cost of such bonds shall NOT be included in the Base Bid amount but shall be indicated as a separate line item on the Bid Form to be added to the Base Bid in determining the Contract Sum. The Owner may at its discretion consider Sub-Contractor Default Insurance (SDI) in lieu of, or in addition to the Performance and Payment Bond. The bond obligations will be negotiated by the Owner with the selected General Contractor at the time the Contract for Construction is finalized.

1.10 ARTICLE 8 – ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

- A. Add to paragraph 8.1.1:
 - 1. "To be determined at the time bidding commences."

- B. Add to Paragraph 8.1.2:
1. “To be determined at the time bidding commences.”
- C. Revise Section 8.1.3 to read:
- | Number | Title | Date |
|---|---|------------|
| To be determined at the time bidding commences. | Bid Package 2.0R1
“General Construction” | 05/04/2026 |
- D. Revise Section 8.1.4 to read:
- | Section | Title | Date | Pages |
|---|---|------------|-------------------|
| Division 00: Procurement, and Contracting Requirements
Division 01: General Requirements | Three Affiliated Tribes
“Parshall Hotel and Laundromat, Bid Package 2.0R1, Volume 1” | 05/04/2026 | To be determined. |
| Divisions 02-14: General Construction
Divisions 31-32: Earthwork, Site Improvements and Utilities | Three Affiliated Tribes
“Parshall Hotel and Laundromat, Bid Package 2.0R1, Volume 2” | 05/04/2026 | To be determined |
| Divisions 21-28: Fire Protection, Plumbing, HVAC, Electrical, Communications and Electronic Safety and Security | Three Affiliated Tribes
“Parshall Hotel and Laundromat, Bid Package 2.0R1, Volume 3” | 05/04/2026 | To be determined |
- E. Revise Section 8.1.5 to read:
- | Number | Date | Pages |
|-------------------|-------------------|-------------------|
| To be determined. | To be determined. | To be determined. |
- F. Revise Section 8.1.6 to read:
- | Document | Title | Date | Pages |
|------------------------------|--|------------|-------|
| Specification Section 007300 | Supplementary Conditions of the Contract | 05/04/2026 | 18 |

END OF DOCUMENT 00 2213

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**DOCUMENT 00 2600 - PROCUREMENT SUBSTITUTION PROCEDURES
DURING THE PROCUREMENT/BIDDING PHASE**

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Requirements for submitting substitution requests for materials, products, equipment and methods of construction from those required by the Procurement Documents, during the procurement phase and prior to execution of the Owner/Contractor Agreement.
- B. Related Requirements:
1. "Procurement Substitution Request Form" for requests for substitutions during the Procurement / Bidding Phase.
 2. Section 01 2500 "Substitution Procedures" for requests for substitutions after execution of the Owner/Contractor Agreement, after award of contracts, and during construction.

1.2 SUBSTITUTIONS (DURING THE PROCUREMENT/BIDDING PHASE)

- A. The technical specification sections may have several materials, products, equipment and methods of construction specified under the same heading. Selection of specified materials, products, equipment and methods of construction shall be at the option of the Bidder. Where materials, products, equipment and methods of construction are specified accompanied by the phrase "Or Equal", "Approved Substitution", or similar verbiage, the Bidder may submit materials, products, equipment and methods of construction for approval in accordance with the requirements of this Document.
- B. No substitution will be considered prior to receiving Bids unless written request for approval has been received by the Architect at least seven (7) working days prior to the date for receipt of Bids.
1. Submit each request for substitution on the Architect's "Procurement Substitution Request Form" included at the end of this Document.
 2. Submit one materials, products, equipment and methods of construction per request form, either duplicated from the Project Manual or available from the Architect's office.
 3. Submittals not accompanied by this form properly filled in and endorsed, will be discarded without review. NO EXCEPTIONS.
 - a. Include a self-addressed, stamped envelope if a formal reply is desired. Requests for substitution will be returned in this envelope if provided, at the Architect's earliest convenience.
 4. Where specified materials, products, and equipment are accompanied by a color, pattern or finish selection, requests for substitution shall include an actual sample of the proposed color, pattern or finish for review.
- C. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or rejection of a proposed substitution shall be final.

- D. Materials, products, equipment and methods of construction approved by this substitution procedure will be issued in an Addendum.
- E. Refer to Section 01 2500 "Substitution Procedures" for requests for substitutions after execution of the Owner/Contractor Agreement, after award of contracts, and during construction.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF DOCUMENT 00 2600

**PROCUREMENT SUBSTITUTION REQUEST FORM
FOR USE DURING THE PROCUREMENT/BIDDING PHASE**

TO: RML Architects, LLC
275 Market Square, Suite 313
Minneapolis, MN 55405-1624

Telephone: 612-429-0103
James Horwath R.A., Project Manager
jhorwath@rml-archtiects.com

PROJECT: **Parshall Hotel and Laundromat**

Section Number _____ Section Title _____

Specified Product _____

Proposed Substitution _____

All the following questions must be answered. Incomplete forms will not be reviewed.

- A. The following supporting data is attached:
 Drawings Product Data Samples Tests Reports
- B. Does the proposed substitution affect dimensions shown on Drawings, or functional clearances?
 YES NO
- C. Does the proposed substitution change the design or details shown on the Drawings?
 YES NO
- D. Does the proposed substitution affect other trades?
 YES NO
- E. Does the proposed substitution affect maintenance service, or source of replacement parts, if applicable?
 YES NO
- F. Does the proposed guarantee or warranty differ from that specified?
 YES NO
- G. If you indicated "YES" to Items B, C, D, E or F above, attach a thorough explanation on your company letterhead.
- H. If there are other major differences between proposed substitution and specified product, attach a thorough explanation on your company letterhead.
- I. The proposed substitution was used within the last 24 months on the following project:
Project Name _____
Location _____
Architect _____ Telephone No. _____
- J. Has the proposed substitution been used on an RML Architects, LLC. project within the last 12 months?
 YES NO
If yes, which project? _____

K. The undersigned states that the function, appearance and quality of the substitution item are equivalent or superior to the specified item.

Submitted By:

Signature _____ Firm _____

Address _____

Telephone _____ Fax _____

Date _____ E-Mail _____

For Use By Design Consultant: Accepted Accepted as Noted Not Accepted
 Received Too Late

Name _____ Signature _____

Date _____ Remarks _____

END OF FORM

Report of Geotechnical Exploration Program

**Proposed Parshall Hotel
Parshall, North Dakota
MTS #G25-022**

For

MHA/Three Affiliated Tribes

May 19, 2025

May 19, 2025

Attn: Brianna Foote, Special Project Manager
MHA/Three Affiliated Tribes
Office of Chairman Fox
307 5th Avenue
New Town, ND 58763

ref: **Geotechnical Exploration Program**
Proposed Parshall Hotel
Parshall, North Dakota
Laboratory Number MTS #G25-022

Enclosed is the report of the geotechnical exploration that we recently conducted for the proposed project. We are transmitting this report as an electronic file in pdf format. If you require a hard copy, please contact us. The work was conducted in general accordance with our proposal dated March 3, 2025.

Approximately 50 percent of the soil samples will be stored at the laboratory for approximately 30 days from the date of this report. The samples will then be discarded unless we are requested to store them for longer.

We appreciate the opportunity to be of service to you on this project. If there are questions about the data or our recommendations, please contact us at 701-852-5553. Also, please contact us when you are ready for excavation observations and compaction test of controlled fill.

Sincerely,

MATERIAL TESTING SERVICES, LLC



Anthony Francis, P.E.
Geotechnical Engineer



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Parshall, North Dakota
MTS #G25-022**

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APPENDICES

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- A.2 Surface Observations
- A.3 Subsurface Conditions
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Boring Logs
Symbols & Descriptive Terminology on Test Boring Logs
Soil Classification Sheet

APPENDIX B – LABORATORY TEST PROGRAM

- B.1 Testing Scope
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Mechanical Sieve Analysis
Unconfined Compressive Strength

APPENDIX C

Precautions for Excavating & Refilling During Cold Weather

Report of Geotechnical Exploration

**Proposed Parshall Hotel
Parshall, North Dakota
MTS #G25-022**

1. INTRODUCTION

1.1. Authorization

The work was conducted in general accordance with our proposal dated March 3, 2025.

1.2. Scope of Services

The authorized scope of services included soil borings, laboratory testing and an engineering report.

Authorized drilling included eight soil borings to a nominal depth of 25 feet. Soil sampling was to be performed using standard penetration test (SPT) procedures. Laboratory tests in the proposal included moisture content, dry density, gradation through a #200 sieve, Atterberg limits (liquid & plastic limits) and unconfined compression testing. If soft cohesive soils were encountered undisturbed 3-inch diameter thin-walled Shelby tubes were to be taken.

The authorized engineering report includes the results of the field and laboratory testing as well as engineering recommendations regarding:

- a. Site preparation
- b. Foundation types and depths
- c. Allowable bearing capacity and estimated potential foundation settlement
- d. Potential construction difficulties
- e. Potential expansive or compressible soils
- f. Site drainage
- g. Exterior backfill
- h. Floor slabs
- i. Frost considerations
- j. Lateral earth pressures
- k. Pavements
- l. Excavation slopes
- m. Construction monitoring

Determining if there is potential on-site contamination is not included in the scope of services.

2. ENGINEERING REVIEW

2.1. Project Data

If the project information presented below is not correct or has been changed, it is necessary that the correct project data be presented to us for further review.

We understand the proposed project will consist of the construction of a 2 to 3 story hotel. We understand the building will be a slab-on-grade structure founded on standard shallow frost footings with above grade wood framing.

We understand that strip footing loads will not exceed 2 kips per foot. We assume that final grades will be at or near existing grade. We assume the maximum settlement under working load is 1 inch and a maximum differential settlement of ½ inch.

2.2. Special Concerns and Constructability

Uncontrolled fill was encountered to depths of approximately 3 to 6 feet below existing grade. Some of the fill contains organics and/or debris. The fill should be removed below building pad prior to the placement of concrete or controlled fill or backfill.

It should be considered imperative to remove the fill below the building pad. If it is not feasible to remove the fill from the parking areas, the owner will be assuming the risk of detrimental settlement.

The existing clays are susceptible to frost heave. Therefore, seasonal frost movement of pavement, sidewalks and miscellaneous structures supported above the frost depth can be expected.

2.3. Excavation and Site Preparation

2.3.1. Building

The fill should be removed from below the building pad and pavement areas. The following table lists the estimated excavation depths that will be required at each boring location.

Table 1 – Excavation Depths

Boring	Ground Elevation	Depth to Bottom of Excavation (ft)	Elev of Bottom of Excavation (ft)
SB-1	97.5	3.0	94.5
SB-2	96.9	5.0	91.9
SB-3	97.5	6.0	91.5
SB-4	97.7	6.0	91.7
SB-5	97.2	4.5	92.7
SB-6	97.5	3.0	94.5
SB-7	97.1	5.0	92.0
SB-8	97.4	6.0	91.4

Where excavations extend below the bottom of the footings, we recommend providing a lateral excavation oversize of 1 foot for each 1 foot of fill required below the bottom of the new foundations. The oversize should be measured from the bottom and outside edge of the foundations.

We recommend that the excavated areas be observed by the geotechnical engineer of record or their representative prior to the placement of concrete or controlled, compacted fill. The purpose of the observations would be to make sure that no existing fill or soft natural soil is left in place and that the exposed natural soils can support the proposed fill and structural loads. We wish to point out that there could be deeper excavations required away from the boring locations.

We recommend that a hydraulic excavator be used for foundation excavation. It should have a smooth cutting edge on the bucket. Clay soil should be left undisturbed. Any loose clay soil should be removed. If sands are exposed, we recommend making at least three passes with

heavy vibratory compactor on the footing subgrade.

After the excavations are complete, the backfill should be placed as soon as possible. Also, care should be taken so that the grades slope away from the excavations in the event it rains. Although it is impossible to completely keep rainwater from the site, provisions must be made to protect the excavations as much as possible from the influx of rainwater or surface runoff both during and after construction. Water and any soft/saturated soil should be removed as soon as possible.

The on-site clay that is free of organic material and debris may be used as controlled, compacted fill or backfill. Any import fill needed for the building pad can consist of non-expansive, non-organic lean clay, or pit-run sand or sand with gravel. Any gravel in the fill should have 100 percent passing the 2-inch sieve. Any imported lean clay used should have a liquid limit of 40 or less. We would not recommend using fat clay (CH) for fill below the building. All clays should be placed at a moisture content of minus 2 to plus 3 percent of optimum moisture content. Sand should be moisture conditioned as necessary to facilitate compaction. Where clay is used, it should be limited to no more than approximately 6 feet in total thickness below any foundations or floor slabs to aid in reducing settlement.

Loose lift thicknesses of new fill should be no more than 8 inches. Any fill that is to support footings should be compacted to at least 98 percent of the maximum dry density and any fill to support floors should be compacted to at least 95 percent of the maximum dry density as determined according to ASTM D 698 (standard Proctor).

If earthwork is done during periods of freezing temperatures, we recommend protecting the fill from freezing once it has been placed. No frozen soils should be used as fill and fill should not be placed on frozen ground. Earthwork could be difficult in the spring or late fall when conditions are often cool and wet.

2.3.2. Parking and Driveways

Up to 6 feet of uncontrolled fill was encountered in the borings. Our primary recommendation would be to remove the uncontrolled fill and replace it with controlled, compacted fill. It is likely unfeasible to remove the existing fill beneath the pavement areas. The owner will be assuming the risk of detrimental settlement if the existing fill is left in place. We are assuming that the existing fill will be left in place.

The existing non-organic soils at the site are considered poor to fair as subgrade soils for pavements. The subgrade soils are frost susceptible; therefore, some frost movement and/or frost damage can be expected during the life of the pavement.

Any organic soils and other soils considered unsuitable should be removed from the surface of the pavement areas. The exposed subgrade soils should be scarified a minimum of twelve inches, moisture conditioned to within three percent of optimum and re-compacted to a minimum of 98 percent of the standard Proctor density.

Any off-site fill material can consist of a pit-run sand or sand with gravel, or a non-expansive, non-organic lean clay as described in **Section 2.3.1**. Clayey or cohesive soils should be placed within a moisture content range of minus 3 to plus 3 percent of optimum moisture content and compacted to a minimum of 98% as noted above. Cohesionless soils should be placed at a moisture content that facilitates compaction.

We recommend proof rolling the prepared subgrade with a loaded dump or water truck prior to placing the base course. Any soft spots should be stabilized prior to placing additional fill or base course.

2.4. Frost Considerations

Footings should be carried to frost depth as indicated in the following sections. Also, no frozen soils should be used as fill and no fill should be placed on frozen ground. Furthermore, the soils should be protected from freezing once they have been placed and compacted and

until the building can be heated. Please note the attached information sheet "*Precautions for Excavating and Refilling During Cold Weather*" in Appendix C.

2.5. Foundation Recommendations

2.5.1. Footing Depths

Perimeter footings for heated buildings should be carried to a frost depth of 5 feet. The frost depth should be considered from final grade to the bottom of the footing. Interior footings can be placed at a convenient depth below the floor slab.

For footings which will be in an unheated environment, we recommend using a frost depth of 7 feet.

2.5.2. Bearing Capacity and Settlement

With the recommended site preparation, on-site observations by the geotechnical engineer and adequate compaction testing of the new fill, it is our opinion that continuous strip and column footings can be proportioned for a net allowable soil bearing capacity of up to 2000 psf. This loading should provide a theoretical safety factor of 3 or more with respect to punching shear failure.

Our calculations suggest that total settlements should be 1 inch or less and that the differential settlement should be ½ inch or less.

2.5.3. Lateral Earth Pressures

Walls that must retain earth should be designed for the at-rest lateral earth pressure. we recommend that the at-rest pressure be considered equivalent to that generated by a fluid with a total unit weight of 65 pcf for clays and 45 pcf for sand above groundwater levels.

To resist lateral loads, we recommend assuming the natural undisturbed soils have an ultimate passive pressure equivalent to that generated by a fluid having a total unit weight of 375 pcf for clay and 280 pcf for sand. For compacted sand, we recommend using an ultimate

passive pressure of 425 pcf. If compacted fill is placed on the passive side next to the foundation resisting lateral loads, it should be compacted to at least 95 percent of maximum density as determined by ASTM D 698. In addition, those portions of the foundations within five feet of final grade in unheated areas should be ignored when calculating passive resistance due to frost softening. An ultimate friction factor of 0.30 can be used between the bottom of the footing and the foundation soils. We wish to point out that these values will give the ultimate resistance to lateral loads. We recommend that a theoretical safety factor of 2.0 be applied for a safe design.

2.5.4. Methods of Analysis

The allowable foundation loading recommended was arrived at using the Terzaghi-Meyerhof bearing capacity equation with estimates using empirical correlations with the “N” values, as well as our experience with similar site and soil conditions.

Settlements were estimated using empirical correlations between the “N” values and the pressuremeter modulus, with consideration given to soil type. The pressuremeter modulus is determined with in-situ pressuremeter testing. The pressuremeter method of analysis was then used.

The equivalent passive, at-rest and active earth pressures were calculated using estimated unit weights and estimated angles of internal friction based on our experience, the laboratory testing and correlations with the Atterberg limits and soil type.

2.6. Floor Slabs

We recommend that the site be prepared as stated in **Section 2.3**. We recommend that slabs-on-grade be constructed structurally independent of foundation walls and columns. We also recommend a minimum 6-inch layer of free draining sand be placed directly below the slabs. The sand should have less than seven percent passing the #200 sieve by weight. If it contains gravel, the gravel should have a maximum size of one inch. The sandy layer will be used to provide a working surface for concrete placement and serve as a capillary break.

With the site prepared as recommended, it is our opinion that the subgrade modulus of 200 pci can be used if a minimum of 18 inches of granular fill is used below the slab. A subgrade modulus of 100 pci can be used if clay fill is used to within 6 inches of the bottom of the slab.

2.7. Exterior Foundation Backfill

The exterior foundation backfill above the footings could consist of the on-site non-organic sandy lean clay or off-site lean clay or pit-run sand and gravel. The exterior backfill should be placed in loose lift thicknesses not to exceed 8 inches and may have to be less depending on the compaction equipment used. Compaction should be to a minimum of 92 percent of the standard Proctor density in lawn areas. For sidewalks or lightly loaded structures such as air conditioning units, the compaction should be increased to 95 percent. If there are driveways or parking areas within the backfill zone, the backfill 1 foot or more below the bottom of pavements should be compacted to at least 95 percent and backfill within 1 foot should be compacted to at least 98 percent. Sand fill should be moisture conditioned as required to facilitate compaction. Clayey or cohesive soils should be placed at within a moisture content range of minus 3 to plus 3 percent of optimum moisture content.

2.8. Surface Drainage

We advise that adequate drainage be maintained during and after construction. Unless roof drainage is internal, we also recommend that downspouts and gutters or an appropriate closed conduit system be used to control roof drainage. Downspouts should have extensions that carry roof water well past the backfill line. Splash pads should also be provided at the end of the extensions, if applicable.

If sand is used as exterior backfill, we recommend providing at least a 2-foot-thick clay cap in green areas at the surface to divert surface water away from the building.

The exterior clay backfill should slope away from the buildings at a rate of 1 inch per foot or greater for a distance of at least 10 feet from the building in lawn areas. In parking areas much positive surface drainage should be provided as practical.

2.9. Exterior Slabs

Due to the potential for frost movement for exterior slabs where clay soils are present, precautions should be taken to minimize future post construction movement of sensitive slabs due to frost action. Options available include excavating frost susceptible soils to a depth of 5 feet below the slabs and replacing them with non-frost susceptible sand containing less than 5 percent passing the #200 sieve by weight. Another option would be to place at least 4 inches of extruded polystyrene foam insulation below the slabs and extend it at least 8 feet laterally past the edge of the slabs. Typically, 6 to 12 inches of sand is placed above the insulation for protection. A third option is to support the slabs or steps on foundations taken to frost depth. At least a 4-inch void should be provided below the slabs if this option is used.

Sensitive slabs are slabs that cannot tolerate much movement without causing some difficulties. An example would be the sidewalk or steps in front of a doorway. It is ***not*** intended to include all exterior sidewalks and driveways, etc.

2.10. Flexible Pavement Design

Flexible pavement design was based on our experience and in accordance with the "AASHTO Guide of Design of Pavement Structures 1993". No traffic volumes for the parking lot or driveway were given. For our analysis, we assumed a traffic loading of 50,000 equivalent 18-kip axle loads (ESAL's) over a 20-year design life for the pavements. An assume CBR value of 3.0 was used for our analysis. The subgrade should be prepared as described in previous sections. Parameters used in design are as follows:

Table 2 – Pavement Design Parameters

Parameter	Value
Reliability	85%
Standard Deviation	0.45
Initial Serviceability	4.2
Terminal Serviceability	2.2
Estimated Subgrade CBR	3.0
Resilient Modulus	4100
HBP Layer Coefficient	0.4
Aggregate Base Layer Coefficient	0.1

Drainage Factor of Base and Subbase	1.0
-------------------------------------	-----

The granular base course should meet the specifications as outlined in Section 816 of the North Dakota Department of Transportation's (NDDOT) "Standard Specifications for Road and Bridge Construction" for Class 5 aggregate, or equivalent. The base material should be compacted to at least 100 percent of the standard Proctor density at a moisture content that facilitates compaction.

For a light duty traffic load of 50,000 ESALs, we recommend that the minimum section consist of 4.0 inches of hot bituminous pavement (HBP) over 8 inches of granular base course. For heavy duty pavements, we recommend that the minimum section consist of 5 inches of hot mix bituminous pavement over 12 inches of granular base. We also recommend a separation fabric be placed between the subgrade soils and the aggregate base section.

Adequate drainage should be considered imperative to prolong the life of the pavement. The pavement should be properly sloped to catch basins or appropriate inlets, as necessary. We recommend a minimum slope of 1 percent and preferably 2 percent.

The bituminous pavement should be composed of a quality mix such as FAA 42 as outlined in Section 430 of the NDDOT's "Standard Specifications for Road and Bridge Construction".

2.11. Rigid Pavement Design

We recommend that light duty rigid pavement consist of a minimum of 5.0 inches of unreinforced concrete pavement on a minimum of 6 inches of NDDOT Class 5 base course. For heavy duty pavement, we recommend a minimum of 6 inches of unreinforced concrete pavement on a minimum of 8 inches of NDDOT Class 5 base course. Depending on the actual traffic loads, a thicker concrete section may be necessary.

The concrete mix should have proven success, or a mix design should be established for proper proportions of aggregate, cement, water, and any admixtures. The concrete should

be handled, placed, and cured according to current ACI guidelines and specifications for exterior concrete. The concrete should have a minimum compressive strength of 4000 psi. The concrete should be placed with a maximum water/cement ratio of 0.45 and should have air entrainment between 5 and 7 percent.

Maintenance should be performed on all pavements on a regular basis. Cracks should be properly sealed as soon as they are observed. Again, adequate drainage should be considered imperative to prolong the life of the pavement.

2.12. Site Classification for Seismic Design

The 2018 IBC manual indicates that the Site Class is based on soil parameters of the upper 100 feet of soil in accordance with Chapter 20 of ASCE 7. Parameters which can be used include soil shear wave velocity, standard penetration resistance and soil undrained shear strength. Table 20.3-1 of ASCE 7 presents the Site Class Definitions. If soil data to a depth of 100 feet is not available in sufficient detail to use Table 20.3-1, Site Class D shall be used unless the building official or geotechnical data determines that Site Class E or F soil is likely to be present at the site. Based on the available test data, we have no indication that either Site Class E or F soils are present. Therefore, we recommend that Site Class D be assumed. If the Site Class for this project must be determined using subsurface data to 100 feet, it is necessary that you contact us for additional drilling services.

2.13. Excavation Slopes

Safe excavations must always be maintained. The excavation contractor is responsible for the safety of the excavations. Current OSHA requirements should be carefully followed when excavating the back slope. The OSHA soil type and excavation requirements must be verified by a competent person for the contractor at the time of construction. MTS does not assume responsibility for site safety or the contractors' activities.

3. CONSTRUCTION OBSERVATION AND TESTING

The recommendations contained in this report have been made based on the subsurface conditions found at the boring locations. It is possible that there are soil conditions on site that were not represented by the borings. Therefore, we presumed that close construction monitoring during excavation and backfilling would be authorized. Consequently, on-site observation during construction is considered integral to the successful implementation of the recommendations.

It is imperative that the geotechnical engineer be on site at the following times to observe the site conditions and effectiveness of the construction. We recommend that the testing be performed by the geotechnical engineer as the **Owner's** representative during construction.

3.1. Excavation Observations

The geotechnical engineer should observe the entire excavation bottom prior to the placement of engineered fill and/or concrete. He would also be available for additional consultation and recommendations if necessary.

3.2. Placement of Fill

It will also be necessary to perform a representative number of compaction tests during placement of engineered fill. The tests should be performed to determine if the required compaction was achieved. As a general guideline, tests should be taken for each 2,500 square feet embankment fill for structures, every 5000 square feet for parking areas, every 75 to 100 feet in trench fill, and for each 2-foot thickness of fill. The actual number of tests should be left to the discretion of the geotechnical engineer.

4. EXPLORATION LIMITATIONS

The recommendations contained in this report represent our professional opinions. These opinions were arrived at in accordance with currently accepted engineering practices at this time. Other than this, no warranty is intended or implied.

This report is written by:



Anthony Francis, P.E.
Geotechnical Engineer

Reviewed by:



Steve Wald, P.E.
President



APPENDIX A – FIELD EXPLORATION PROGRAM

- A.1 Exploration Scope
- A.2 Surface Observations
- A.3 Subsurface Conditions
- A.4 Water Levels
- A.5 Soil Sampling
- A.6 Soil Classification Procedure

Attachments to Appendix A

Location Maps

Boring Logs

Symbols & Descriptive Terminology on Test Boring Logs

Soil Classification Sheet

A. FIELD EXPLORATION PROGRAM

A.1 Exploration Scope

Eight borings were drilled to a nominal depth of 25 feet for the proposed project on April 30, 2025. The boring locations are illustrated on the attached drawing at the back of this Appendix.

The borings were backfilled with on-site materials and some settlement of these materials can be expected to occur. The final closure of the hole is the responsibility of the client or property owner.

A.2 Surface Observations

The site was west of Main Street and north of 1st Avenue NW in Parshall, ND.

The area for the proposed construction is currently vacant but was previously occupied by a motel. The surface elevations of the borings were obtained using a temporary benchmark (TBM), the top of the fire hydrant along Main Street. The TBM was assigned elevation 100.0 feet, assumed datum.

A.3 Subsurface Conditions

The subsurface conditions encountered at the test locations are illustrated by means of the attached boring logs. We wish to point out that the subsurface conditions at other times and locations at the site may differ from those found at our test boring locations. If different conditions are encountered during construction, it is necessary that you contact us so that our recommendations can be reviewed. The test boring log also shows the possible geologic origin of the materials encountered.

Fill was encountered at boring locations to depths of up to approximately 3 to 6 feet below existing grade. Below the topsoil, naturally deposited sandy lean clay was encountered to the termination depths.

Based on the standard penetration resistance ("N" values), the clayey soils were typically soft to hard in consistency. The sand was medium dense.

A.4 Water Levels

Groundwater measurements were made in the test borings during drilling and at completion of drilling before the borings were backfilled. This information is shown at the bottom of the attached boring logs.

Measurable groundwater was observed at SB-3, 6, and 8 at approximately 11.6 to 24.4 feet below existing grade.

Water levels should be expected to fluctuate seasonally and annually. The water levels at the time of construction could be significantly different than what was recorded on the boring logs. The time of year the bores were drilled and the history of precipitation prior to drilling should be known when using the groundwater readings on the boring logs to extrapolate water levels at other points in time.

A.5 Soil Sampling

Soil sampling was done according to the procedures described by ASTM D1586. Using this procedure, a 2-inch O.D. split barrel sampler is driven into the soil by a 140-lb weight falling 30 inches. After an initial set of 6 inches, the number of blows required to drive the sampler an additional 12 inches is known as penetration resistance or "N" value. The "N" value is an index of the relative density of cohesionless soils and the consistency of cohesive soils.

We will retain representative samples of the soil obtained during our field operations for approximately one month. We will then discard them unless we are otherwise notified.

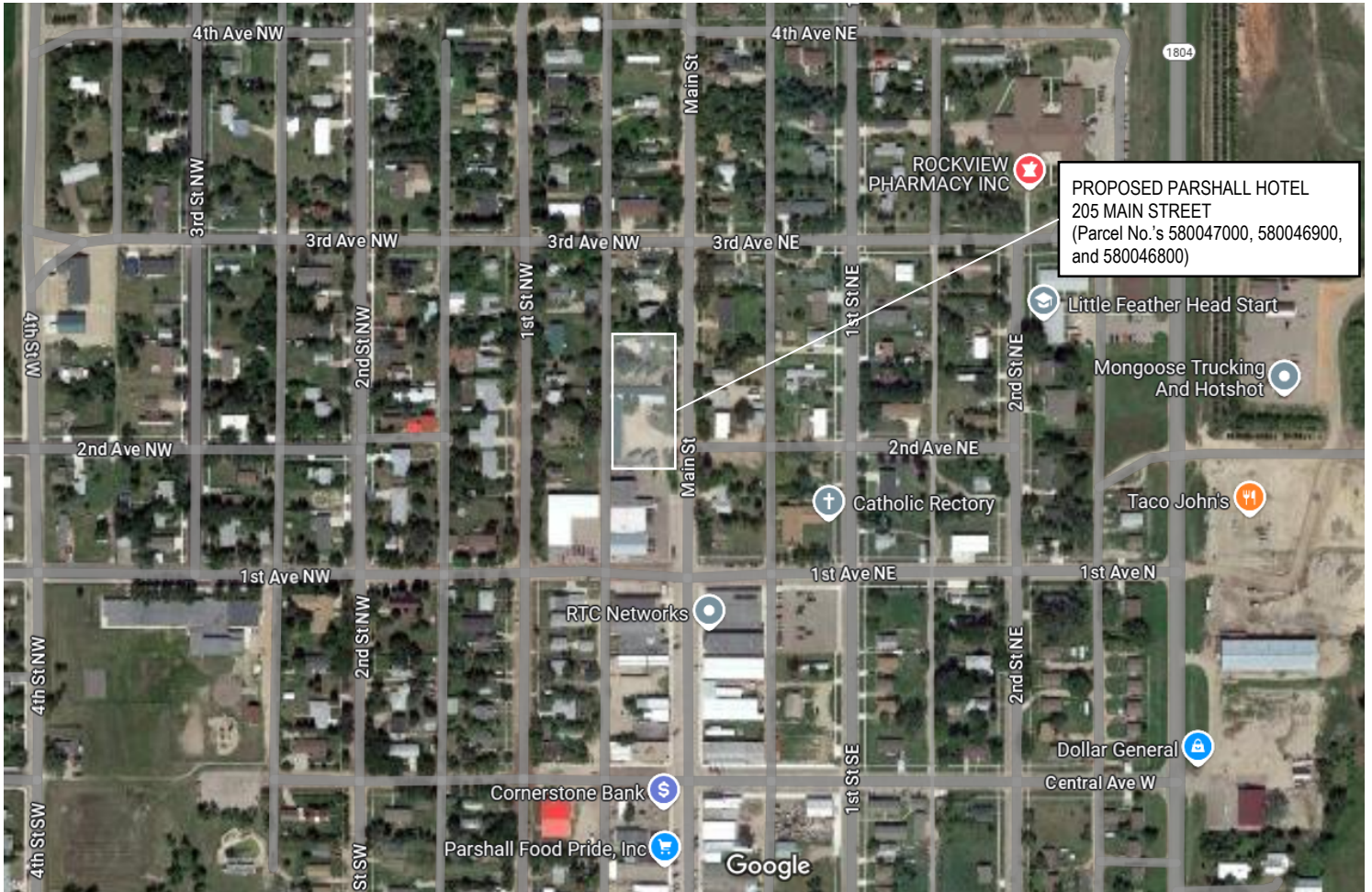
A.6 Soil Classification Procedure

As the samples were obtained in the field they were visually and manually classified by the

crew chief according to ASTM D 2488. Representative portions of all samples were then sealed and returned to the laboratory for further examination and for verification of the field classification. In addition, selected samples were then submitted to a program of laboratory tests. Logs of the borings indicating the depth and identification of the various strata, the "N" value, the laboratory test data, water level information and pertinent information regarding the method of maintaining and advancing the drill holes are also attached. Charts illustrating the soil classification procedures, the descriptive terminology and symbols used on the boring logs are also attached.

Request for Proposal
Geotechnical Boring and Engineering Services
Parshall Hotel, Parshall ND

EXHIBIT A
SITE LOCATION MAP



PARTIAL MAP OF PARSHALL, ND



275 Market Street, Suite 313
Minneapolis, MN 55405-1624
612.429.0103 | rml-architects.com

Rebid Documents

Request for Proposal
 Geotechnical Boring and Engineering Services
 Parshall Hotel, Parshall ND

EXHIBIT B
SOIL BORING LOCATION MAP

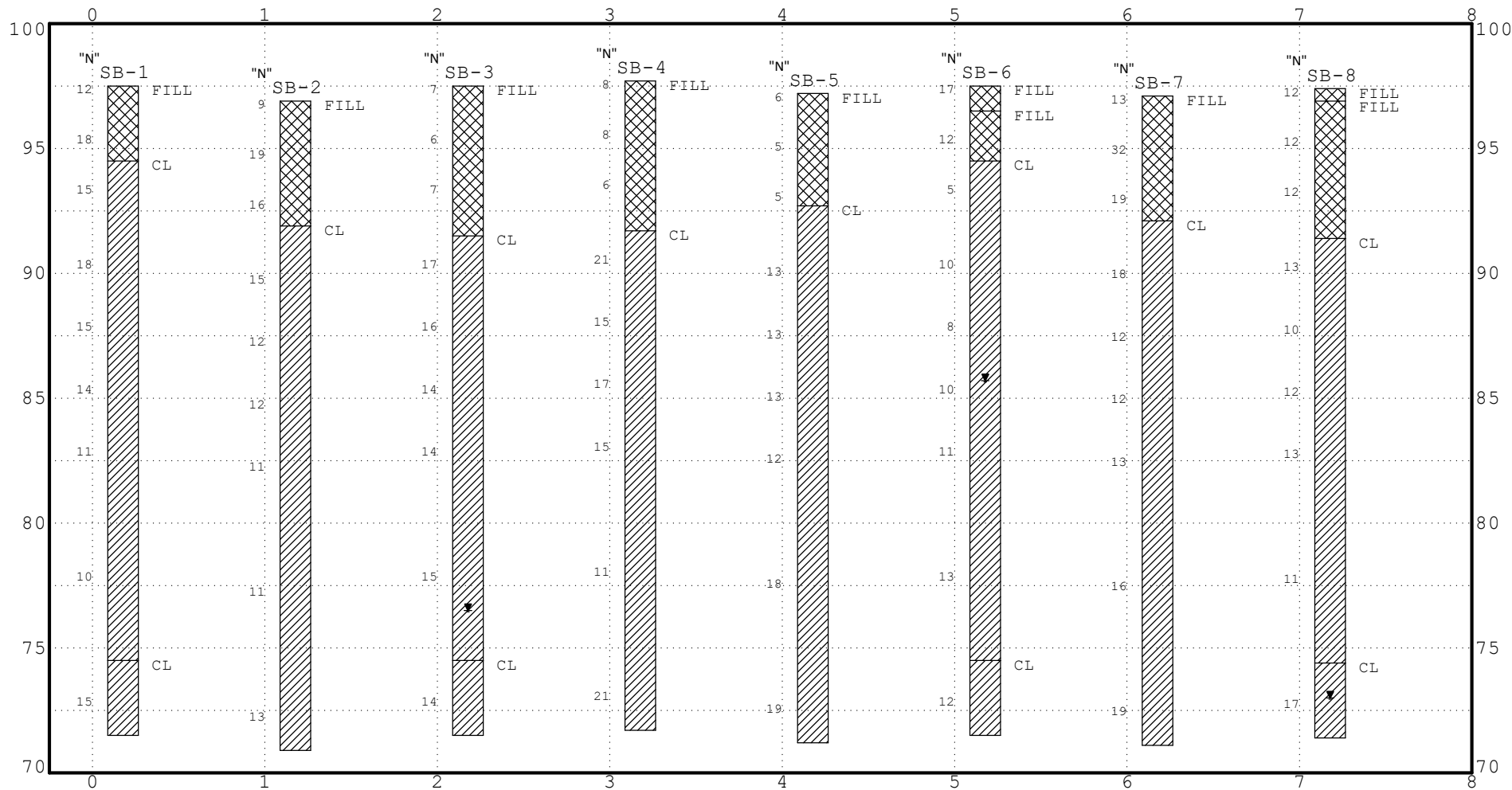


MAP OF PARCELS 580047000, 580046900, and 580046800
 (Not to Scale)

Bore Mark	Bore Location	Minimum Bore Depth*
SB-01	Northwest corner Parcel 58-0046800	25'-0"
SB-02	Northwest corner Parcel 58-0047000	25'-0"
SB-03	Southwest corner Parcel 58-0047000	25'-0"
SB-04	Northeast corner Parcel 58-0046800	25'-0"
SB-05	Northeast corner Parcel 58-0047000 (over former basement location)	25'-0"
SB-06	Southeast corner Parcel 58-0047000	25'-0"
SB-07	South Center Parcel 58-0046800	25'-0"
SB-08	Center Parcel 58-0047000	25'-0"



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Boring	North	East	Elev.	Depth
SB-1	0	1	97.5	26.0
SB-2	0	2	96.9	26.0
SB-3	0	3	97.5	26.0
SB-4	0	4	97.7	26.0
SB-5	0	5	97.2	26.0
SB-6	0	6	97.5	26.0
SB-7	0	7	97.1	26.0
SB-8	0	8	97.4	26.0

SOIL PROFILE DIAGRAM		
Material Testing Services, LLC		
Parshall Hotel		
Parshall, ND		
PROJECT #	DATE	PLATE
G25-022	May 25	1

MATERIAL TESTING SERVICES, LLC

**Box 634
Minot, North Dakota 58702
(701) 852-5553**

SOIL BORING RECORD

BORING NUMBER **SB-1**

SHEET **1** OF **1**

PROJECT

Parshall Hotel

PROJECT LOCATION

Parshall, ND

PROJECT NUMBER

G25-022

START DATE

4/30/25

FINISH DATE

4/30/25

LAYER DEPTH/ ELEVATION (FT)	SOIL DESCRIPTION	SYMBOLIC LOG	ELEVATION/ DEPTH (FT)	GEOLOGY	SAMPLE					TEST RESULTS				
					TYPE	LEGEND	D (pcf)	N VALUES	BLOWS/FT	WATER LEVEL	MOISTURE CONTENT (%)	LIQUID LIMIT (%)	PLASTIC LIMIT (%)	Qu (psf)
	Fill, mostly Silty Sand , fine to medium grained, some gravel, dark brown	[Cross-hatch pattern]	97.5 ⁰	Fill	SB	[X]		12						
3.0					SB	[X]		18						
94.5	Sandy Lean Clay , trace gravel, brown, firm to hard (CL)	[Diagonal lines]	92.5 ⁵	Glacial Till	SB	[X]		15						
					SB	[X]		18						
			87.5 ¹⁰		SB	[X]		15						
					SB	[X]		14						
			82.5 ¹⁵		SB	[X]		11						
					SB	[X]		10						
23.0					SB	[X]		15						
74.5	Sandy Lean Clay , trace gravel, gray, firm (CL)	[Diagonal lines]	72.5 ²⁵		SB	[X]		15						
26.0														
71.5	End of Boring NM = None Measured													

DRILLER	RB	WATER LEVEL MEASUREMENTS	DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING MUD LEVEL	WATER LEVEL
METHOD	4" FA from 0-24.5'		4/30/25	930	26	none	24.6		NM
LOGGER	JF		4/30/25	1600	26	none	24.5		NM
REVIEWER	AF								
DRILL RIG	CME 45								

MATERIAL TESTING SERVICES, LLC

**Box 634
Minot, North Dakota 58702
(701) 852-5553**

SOIL BORING RECORD

BORING NUMBER **SB-2**

SHEET **1** OF **1**

PROJECT

Parshall Hotel

PROJECT LOCATION

Parshall, ND

PROJECT NUMBER

G25-022

START DATE

4/30/25

FINISH DATE

4/30/25

LAYER DEPTH/ ELEVATION (FT)	SOIL DESCRIPTION	SYMBOLIC LOG	ELEVATION/ DEPTH (FT)	GEOLOGY	SAMPLE					TEST RESULTS					
					TYPE	LEGEND	D (pcf)	N VALUES	BLOWS/FT	WATER LEVEL	MOISTURE CONTENT (%)	LIQUID LIMIT (%)	PLASTIC LIMIT (%)	Qu (psf)	
5.0	Fill, mostly Sandy Lean Clay , trace organics, dark brown		96.0	Fill	SB				9						
91.9	Sandy Lean Clay , trace gravel, brown, firm to hard (CL)		91.5	Glacial Till	SB				19						
			91.9		SB				16						
			86.10		SB				15						
			86.9		SB				12						
			81.15		SB				12						
			81.9		SB				11						
			76.20		SB				11						
			76.9		SB				13						
26.0			71.25		SB										
70.9	End of Boring NM = None Measured														

DRILLER	RB	WATER LEVEL MEASUREMENTS	DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING MUD LEVEL	WATER LEVEL
METHOD	4" FA from 0-24.5'		4/30/25	1200	26	none	24.1		NM
LOGGER	JF		4/30/25	1545	26	none	24.1		NM
REVIEWER	AF								
DRILL RIG	CME 45								

MATERIAL TESTING SERVICES, LLC

**Box 634
Minot, North Dakota 58702
(701) 852-5553**

SOIL BORING RECORD

BORING NUMBER **SB-3**

SHEET **1** OF **1**

PROJECT

Parshall Hotel

PROJECT LOCATION

Parshall, ND

PROJECT NUMBER

G25-022

START DATE

4/30/25

FINISH DATE

4/30/25

LAYER DEPTH/ ELEVATION (FT)	SOIL DESCRIPTION	SYMBOLIC LOG	ELEVATION/ DEPTH (FT)	GEOLOGY	SAMPLE					TEST RESULTS					
					TYPE	LEGEND	D (pcf)	N VALUES	BLOWS/FT	WATER LEVEL	MOISTURE CONTENT (%)	LIQUID LIMIT (%)	PLASTIC LIMIT (%)	Qu (psf)	
97.5 ⁰	Fill, mostly Sandy Lean Clay , trace organics, dark brown		97.5 ⁰	Fill	SB				7						
					SB				6						
					SB				7						
92.5 ⁵	Sandy Lean Clay , trace gravel, brown, soft to hard (CL)		92.5 ⁵	Glacial Till	SB				17						
					SB		102	16		19					
87.5 ¹⁰					SB				14						
82.5 ¹⁵					SB				14						
77.5 ²⁰					SB				15						
74.5	Sandy Lean Clay , trace gravel, gray, firm (CL)		74.5												
72.5					SB				14						
71.5	End of Boring NM = None Measured														

DRILLER	RB	WATER LEVEL MEASUREMENTS	DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING MUD LEVEL	WATER LEVEL
METHOD	4" FA from 0-24.5'		4/30/25	1410	26	none	24.7		NM
LOGGER	JF		4/30/25	1545	26	none	24.4		21
REVIEWER	AF								
DRILL RIG	CME 45								

MATERIAL TESTING SERVICES, LLC

**Box 634
Minot, North Dakota 58702
(701) 852-5553**

SOIL BORING RECORD

BORING NUMBER **SB-4**

SHEET **1** OF **1**

PROJECT

Parshall Hotel

PROJECT LOCATION

Parshall, ND

PROJECT NUMBER












G25-022

START DATE

4/30/25

FINISH DATE

4/30/25

LAYER DEPTH/ ELEVATION (FT)	SOIL DESCRIPTION	SYMBOLIC LOG	ELEVATION/ DEPTH (FT)	GEOLOGY	SAMPLE					TEST RESULTS					
					TYPE	LEGEND	D (pcf)	N VALUES	BLOWS/FT	WATER LEVEL	MOISTURE CONTENT (%)	LIQUID LIMIT (%)	PLASTIC LIMIT (%)	Qu (psf)	
97.7 ⁰	Fill, mostly Sandy Lean Clay , trace organics, dark brown		97.7 ⁰	Fill	SB			8							
						SB			8						
						92.5 ⁵	SB			6					
6.0 91.7	Sandy Lean Clay , trace gravel, brown, firm to hard (CL)			Glacial Till	SB			21							
						SB			15						
						87.1 ¹⁰	SB			17					
						82.1 ¹⁵	SB			15					
						77.2 ²⁰	SB			11					
26.0 71.7	End of Boring NM = None Measured		72.7 ²⁵		SB			21							

DRILLER	RB	WATER LEVEL MEASUREMENTS	DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING MUD LEVEL	WATER LEVEL
METHOD	4" FA from 0-24.5'		4/30/25	1020	26	none	23.9		NM
LOGGER	JF		4/30/25	1600	26	none	23.5		NM
REVIEWER	AF								
DRILL RIG	CME 45								

MATERIAL TESTING SERVICES, LLC

**Box 634
Minot, North Dakota 58702
(701) 852-5553**

SOIL BORING RECORD

BORING NUMBER **SB-5**

SHEET **1** OF **1**

PROJECT

Parshall Hotel

PROJECT LOCATION

Parshall, ND

PROJECT NUMBER

G25-022

START DATE

4/30/25

FINISH DATE

4/30/25

LAYER DEPTH/ ELEVATION (FT)	SOIL DESCRIPTION	SYMBOLIC LOG	ELEVATION/ DEPTH (FT)	GEOLOGY	SAMPLE					TEST RESULTS				
					TYPE	LEGEND	D (pcf)	N VALUES	BLOWS/FT	WATER LEVEL	MOISTURE CONTENT (%)	LIQUID LIMIT (%)	PLASTIC LIMIT (%)	Qu (psf)
	Fill, mostly Sandy Lean Clay , trace organics, dark brown	[Cross-hatch pattern]	97.2 ⁰	Fill	SB	[Cross-hatch pattern]			6					
4.5					SB	[Cross-hatch pattern]			5					
92.7	Sandy Lean Clay , trace gravel, brown, soft to hard (CL)	[Diagonal lines pattern]	92.2 ⁵	Glacial Till	SB	[Cross-hatch pattern]			5					
					SB	[Cross-hatch pattern]			13					
			87.2 ¹⁰		SB	[Cross-hatch pattern]			13					
					SB	[Cross-hatch pattern]			13					
			82.2 ¹⁵		SB	[Cross-hatch pattern]			12					
					SB	[Cross-hatch pattern]			18					
			77.2 ²⁰		SB	[Cross-hatch pattern]			19					
					SB	[Cross-hatch pattern]			19					
26.0			72.2 ²⁵											
71.2	End of Boring NM = None Measured													

DRILLER	RB	WATER LEVEL MEASUREMENTS	DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING MUD LEVEL	WATER LEVEL
METHOD	4" FA from 0-24.5'		4/30/25	1545	26	none	24.5		NM
LOGGER	JF								
REVIEWER	AF								
DRILL RIG	CME 45								

MATERIAL TESTING SERVICES, LLC
Box 634
Minot, North Dakota 58702
(701) 852-5553

SOIL BORING RECORD

BORING NUMBER **SB-6** SHEET **1** OF **1**
PROJECT **Parshall Hotel**
PROJECT LOCATION **Parshall, ND**
PROJECT NUMBER **G25-022**
START DATE **4/30/25** FINISH DATE **4/30/25**

LAYER DEPTH/ ELEVATION (FT)	SOIL DESCRIPTION	SYMBOLIC LOG	ELEVATION/ DEPTH (FT)	GEOLOGY	SAMPLE					TEST RESULTS				
					TYPE	LEGEND	D (pcf)	N VALUES	BLOWS/FT	WATER LEVEL	MOISTURE CONTENT (%)	LIQUID LIMIT (%)	PLASTIC LIMIT (%)	Qu (psf)
1.0	Fill, mostly Sand , fine to medium grained, with gravel, brown		97.5	Fill	SB			17						
96.5	Fill, mostly Sandy Lean Clay , trace gravel, brown to dark brown					SB			12					
3.0						SB			5					
94.5	Sandy Lean Clay , trace gravel, brown, soft to firm (CL)				Glacial Till	3T		112			17	44	19	3851
				92.5		SB			10					
						SB			8					
				87.5		SB			10					
						SB			11					
				82.5		SB			13					
				77.5		SB			12					
23.0														
74.5	Sandy Lean Clay , trace gravel, gray, firm (CL)													
26.0														
71.5	End of Boring NM = None Measured													

DRILLER	RB	WATER LEVEL MEASUREMENTS	DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING MUD LEVEL	WATER LEVEL
METHOD	4" FA from 0-24.5'		4/30/25	1450	26	none	24.6		NM
LOGGER	JF		4/30/25	1545	26	none	24.3		11.8
REVIEWER	AF								
DRILL RIG	CME 45								

MATERIAL TESTING SERVICES, LLC

**Box 634
Minot, North Dakota 58702
(701) 852-5553**

SOIL BORING RECORD

BORING NUMBER **SB-7**

SHEET **1** OF **1**

PROJECT

Parshall Hotel

PROJECT LOCATION

Parshall, ND

PROJECT NUMBER

G25-022

START DATE

4/30/25

FINISH DATE

4/30/25

LAYER DEPTH/ ELEVATION (FT)	SOIL DESCRIPTION	SYMBOLIC LOG	ELEVATION/ DEPTH (FT)	GEOLOGY	SAMPLE					TEST RESULTS				
					TYPE	LEGEND	D (pcf)	N VALUES	BLOWS/FT	WATER LEVEL	MOISTURE CONTENT (%)	LIQUID LIMIT (%)	PLASTIC LIMIT (%)	Qu (psf)
	Fill, mostly Sandy Lean Clay , with pieces of brick, brown to dark brown	[Cross-hatch pattern]	97.1 ⁰	Fill	SB			13						
5.0					SB			32						
92.1	Sandy Lean Clay , trace gravel, brown, firm to hard (CL)	[Diagonal lines]	92.1 ⁵	Glacial Till	SB		114	19		13				
					SB			18						
			87.1 ¹⁰		SB			12						
					SB			12						
			82.1 ¹⁵		SB			13						
					SB			16						
			77.1 ²⁰		SB			19						
					SB									
26.0			72.1 ²⁵		SB									
71.1	End of Boring NM = None Measured													

DRILLER	RB	WATER LEVEL MEASUREMENTS	DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING MUD LEVEL	WATER LEVEL
METHOD	4" FA from 0-24.5'		4/30/25	1115	26	none	24.6		NM
LOGGER	JF		4/30/25	1600	26	none	24.6		NM
REVIEWER	AF								
DRILL RIG	CME 45								

MATERIAL TESTING SERVICES, LLC

**Box 634
Minot, North Dakota 58702
(701) 852-5553**

SOIL BORING RECORD

BORING NUMBER **SB-8**

SHEET **1** OF **1**

PROJECT

Parshall Hotel

PROJECT LOCATION

Parshall, ND

PROJECT NUMBER

G25-022

START DATE

4/30/25

FINISH DATE

4/30/25

LAYER DEPTH/ ELEVATION (FT)	SOIL DESCRIPTION	SYMBOLIC LOG	ELEVATION/ DEPTH (FT)	GEOLOGY	SAMPLE					TEST RESULTS					
					TYPE	LEGEND	D (pcf)	N VALUES	BLOWS/FT	WATER LEVEL	MOISTURE CONTENT (%)	LIQUID LIMIT (%)	PLASTIC LIMIT (%)	Qu (psf)	
96.9	Fill, mostly Sand , fine to medium grained, with gravel, brown		97.4	Fill	SB	X		12							
	Fill, mostly Sandy Lean Clay , trace gravel, brown to dark brown		SB	X		12									
			SB	X		12									
91.4	Sandy Lean Clay , trace gravel, brown, firm (CL)		92.4	Glacial Till	SB	X		13							
			SB	X		10									
			SB	X		12									
			SB	X		13									
			SB	X		11									
74.4	Sandy Lean Clay , trace gravel, gray, hard (CL)		77.4		SB	X		17							
23.0			SB	X											
71.4	End of Boring NM = None Measured		72.4												

DRILLER	RB	WATER LEVEL MEASUREMENTS	DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING MUD LEVEL	WATER LEVEL
METHOD	4" FA from 0-24.5'		4/30/25	1210	26	none	24.7		NM
LOGGER	JF		4/30/25	1545	26	none	24.7		24.4
REVIEWER	AF								
DRILL RIG	CME 45								

**SYMBOLS AND DESCRIPTIVE TERMINOLOGY
ON TEST BORING LOG**

SYMBOLS FOR DRILLING AND SAMPLING		SYMBOLS FOR LABORATORY TESTS	
Symbol	Description	Symbol	Description
HSA	3 1/4" I.D. hollow stem auger	W	Water content
_FA	4", 6" or 10" diameter flight auger	D	Dry density - pounds per cubic foot
_HA	2", 4" or 6" hand auger	LL	Liquid limit - ASTM** D 4318
_DC	2 1/2", 4", 5" or 6" steel drive casing	PL	Plastic limit - ASTM D 4318
_RC	Size A, B or N rotary casing		
PD	Pipe drill or cleanout tube		--- Inserts in Last Column (Qu or RQD) ---
CS	Continuous split barrel sampling	Qu	Unconfined compressive strength, psf - ASTM D 2166
DM	Drilling mud	Pq	Penetrometer reading, tsf
JW	Jetting water	Ts	Torvane reading, tsf
SB	2" O.D. split barrel sampling	G	Specific gravity
_L	2 1/2" or 3 1/2" O.D. SB liner sample	SL	Shrinkage limits - ASTM D 427
_T	2" or 3" thin walled tube sample	OC	Organic content - Combustion method
3TP	3" thin walled tube using pitcher sampler	SP	Swell pressure, tsf
_TO	2" or 3" thin walled tube using Osterberg sampler	PS	Percent swell under pressure
W	Wash sample	FS	Free swell, percent
B	Bag sample	SS	Shrink swell, percent
P	Test pit sample	pH	Hydrogen ion content - Meter Method
_Q	BQ, NQ, or PQ wireline system	SC	Sulfate content, parts/million or mg/l
_X	AX, BX, or NX double tube barrel	CC	Chloride content, parts/million or mg/l
N	Standard penetration test, blows per foot	C*	One dimensional consolidation - ASTM D 2435
CR	Core recovery, percent	Qc*	Triaxial compression
WL	Water level	D.S.*	Direct shear - ASTM D 3080
?	Water level	K*	Coefficient of permeability, cm/sec
NMR	No measurement recorded, primarily due to presence of drilling or coring fluid	DH*	Double hydrometer - ASTM D 4221
		MA*	Particle size analysis - ASTM D 422
		R	Laboratory electrical resistivity, ohm-cm - ASTM G 57
		E*	Pressuremeter deformation modulus, tsf
		PM*	Pressuremeter test
		VS*	Field vane shear - ASTM D 2573
		IR*	Infiltrometer test - ASTM D 3385
		RQD	Rock quality designation, percent
		*	Results shown on attached data sheet or graph
		**	ASTM designates American Society for Testing and Materials

DESCRIPTIONS OF N-VALUES VS. SOIL PROPERTIES				DESCRIPTIONS OF SOIL CONDITIONS	
N Value	Density	N Value	Consistency	Condition	Description
0 - 4	Very loose	0 - 4	Very soft	Lamination	Up to 1/2" thick stratum
5 - 10	Loose	5 - 8	Soft	Layer	1/2" to 6" thick stratum
11 - 30	Medium dense	9 - 15	Firm	Dry	Powdery, no noticeable water
31 - 50	Dense	16 - 30	Hard	Moist	Below saturation
Over 50	Very dense	Over 30	Very hard	Wet	Saturated, above liquid limit
				Waterbearing	Pervious soil below water
				Varved	Alternating laminations of any combinations of clay, silt and fine grained sand

DESCRIPTIONS OF GRAVEL PROPORTIONS IN SOILS			DESCRIPTIONS OF PARTICLE SIZES	
Soil Type	Description	Range, %	Material Type	Size
Coarse grained soils	A little gravel	2 - 14	Boulders	Over 12"
Coarse grained soils	With gravel	15 - 49	Cobbles	3" - 12"
Fine grained soils:			Coarse gravel	3/4" - 3"
71-85% passing #200 sieve	A little gravel	2 - 7	Fine gravel	#4 sieve - 3/4"
71-85% passing #200 sieve	With gravel	8 - 29	Coarse sand	#4 - #10 sieve
70% passing #200 sieve	A little gravel	2 - 14	Medium sand	#10 - #40 sieve
70% passing #200 sieve	With gravel	15 - 24	Fine sand	#40 - #200 sieve
70% passing #200 sieve	Gravelly	16 - 49	Silt	100% passing #200 sieve and > 0.002mm
			Clay	100% passing #200 sieve and < 0.002mm

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SOIL CLASSIFICATION CHART

MAJOR DIVISIONS			SYMBOLS		TYPICAL DESCRIPTIONS	
			GRAPH	LETTER		
COARSE GRAINED SOILS MORE THAN 50% OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE	GRAVEL AND GRAVELLY SOILS MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE	CLEAN GRAVELS (LITTLE OR NO FINES)		GW	WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES	
		GRAVELS WITH FINES (APPRECIABLE AMOUNT OF FINES)		GP	POORLY-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES	
		GRAVELS WITH FINES (APPRECIABLE AMOUNT OF FINES)		GM	SILTY GRAVELS, GRAVEL - SAND - SILT MIXTURES	
		GRAVELS WITH FINES (APPRECIABLE AMOUNT OF FINES)		GC	CLAYEY GRAVELS, GRAVEL - SAND - CLAY MIXTURES	
	SAND AND SANDY SOILS MORE THAN 50% OF COARSE FRACTION PASSING ON NO. 4 SIEVE	CLEAN SANDS (LITTLE OR NO FINES)		SW	WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES	
		CLEAN SANDS (LITTLE OR NO FINES)		SP	POORLY-GRADED SANDS, GRAVELLY SAND, LITTLE OR NO FINES	
		SANDS WITH FINES (APPRECIABLE AMOUNT OF FINES)		SM	SILTY SANDS, SAND - SILT MIXTURES	
		SANDS WITH FINES (APPRECIABLE AMOUNT OF FINES)		SC	CLAYEY SANDS, SAND - CLAY MIXTURES	
		FINE GRAINED SOILS MORE THAN 50% OF MATERIAL IS SMALLER THAN NO. 200 SIEVE SIZE	SILTS AND CLAYS LIQUID LIMIT LESS THAN 50		ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY
					CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
	OL			ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY		
SILTS AND CLAYS LIQUID LIMIT GREATER THAN 50	SILTS AND CLAYS LIQUID LIMIT GREATER THAN 50		MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS		
			CH	INORGANIC CLAYS OF HIGH PLASTICITY		
			OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS		
HIGHLY ORGANIC SOILS				PT	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS	

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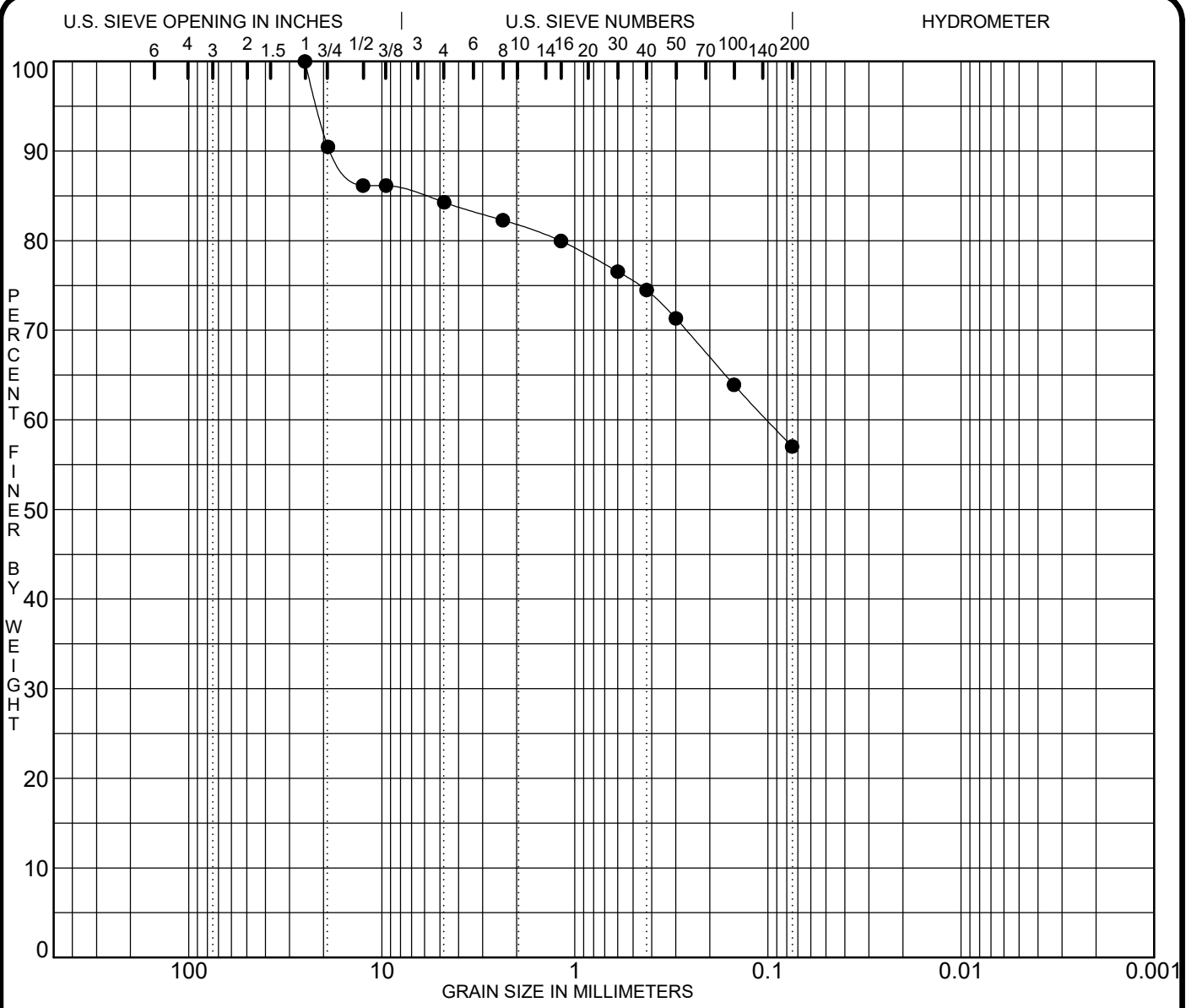
NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS

APPENDIX B – LABORATORY TEST PROGRAM

- B.1 Testing Scope
- B.2 Test Methods

Attachments to Appendix B

Mechanical Sieve Analysis
Unconfined Compression



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Boring No.	Depth (ft)	Classification	MC%	LL	PL	PI	Cc	Cu
● SB-6	5.0	SANDY LEAN CLAY CL	17					

Boring No.	Depth (ft)	D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay
● SB-6	5.0	25.00	0.10			15.7	27.3	57.0	

PROJECT Parshall Hotel, Parshall, ND JOB NO. G25-022
 DATE 5/16/25

PARTICLE SIZE ANALYSIS

Material Testing Services, LLC

MATERIAL TESTING SERVICES, LLC

P.O. Box 634
Minot, ND 58702
(701) 852-5553

UNCONFINED COMPRESSIVE STRENGTH ASTM D 2166

P.O. Box 1093
Williston, ND 58802
(701) 572-4226

PROJECT: PARSHALL HOTEL
PARSHALL, ND

DATE: 16-May-25

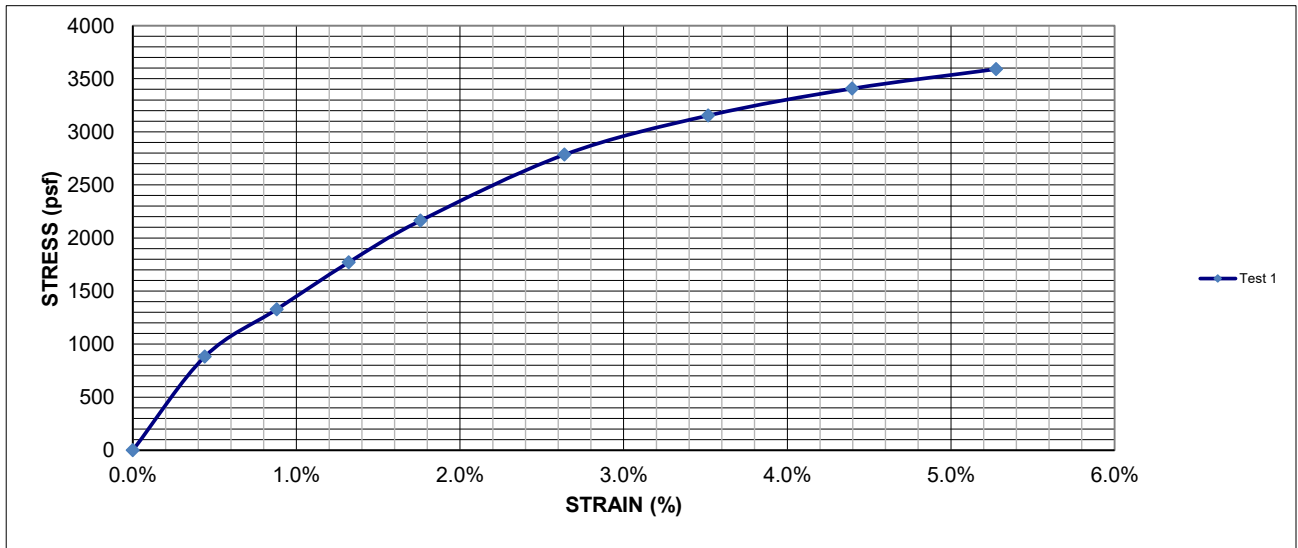
REPORTED TO: MHA Nation
307 5th Avenue
New Town, ND 58763

COPIES TO:

Laboratory Number

G25-022

Specimen ID:	Test 1
	SB-6
	3T, 4-6 feet
Soil Class:	Sandy Lean Clay, brown (CL)
Dry Density (pcf):	112.0
Water Content:	17.2%
Sample Dia. (mm):	72.2
Sample Ht (mm):	144.5
Height/Diameter:	2.00
Unc. Strength (psf):	3851
Strain at Failure (%):	8.8



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AS A MUTUAL PROTECTION TO CLIENTS, THE PUBLIC AND OURSELVES, ALL REPORTS ARE SUBMITTED AS THE CONFIDENTIAL PROPERTY OF CLIENTS, AND AUTHORIZATION FOR PUBLICATION OF STATEMENTS, CONCLUSIONS OR EXTRACTS FROM OR REGARDING OUR REPORTS IS RESERVED PENDING OUR WRITTEN APPROVAL.

Material Testing Services, LLC

by _____

B. LABORATORY TEST RESULTS

B.1. Testing Scope

Laboratory testing was conducted to characterize soil properties including Atterberg limits (liquid and plastic limits), mechanical sieve analysis, unconfined compression, and in-situ moisture contents. Results are listed on the boring logs or attached test reports.

B.2. Test Methods

Testing and classification of soils was performed in accordance with the following standards as applicable:

Description	ASTM Method
Unified soil classification system	D 2487
Atterberg limits	D 4318
In-situ moisture content	D 2216
Sieve analysis	D 422, C 117, C 136
Moisture-density relationship	D 698 or D 1557
In-situ dry density	Direct measurement
Unconfined compression, Qu	D 2166
CBR	D 1883

APPENDIX C

Precautions for Excavating & Refilling During Cold Weather

PRECAUTIONS FOR EXCAVATING AND REFILLING DURING COLD WEATHER

Winter in North Dakota presents specific problems for foundation construction. Soils which are allowed to freeze undergo a moisture volume expansion, resulting in a loss of density. These frost-expanded soils will consolidate upon thawing, causing settlement of any structure supported on them. To prevent this settlement, frost should not be allowed to penetrate the soil below any proposed structure.

Ideally, winter excavation should be limited to areas small enough to be refilled to a grade higher than footing grade on the same day. Typically, these areas should be filled to floor grade. Trenching back down to unfrozen soils for foundation construction can then be performed just prior to footing placement. The excavated trenches should be protected from freezing by means of insulation or heating during foundation construction. Backfilling of the foundation trenches should be performed immediately after the below-grade foundation construction is finished. In addition, any interior footings, or footings designed without frost protection should be extended below frost depth, unless adequate precautions are taken to prevent frost intrusion until the building can be enclosed and heated.

In many cases, final grade cannot be attained in one day's time, even though small areas are worked. In the event final grade cannot be attained in one day's time, frost can be expected to develop overnight. The depth of frost penetration can be minimized by leaving a layer of loose soil on top of the compacted material overnight. However, any frost which forms in this loose layer, or snow, should never be used as fill material.

After the structure has been enclosed, all floor slab areas should be subjected to ample periods of heating to allow thawing of the soil system. Alternatively, the frozen soil can be completely removed and replaced with an engineered fill. The floor slab areas should be checked at random and representative locations for remnant areas of frost, and density tests should be performed to document fill compaction prior to slab placement.

Due to the potential problems associated with fill placement during cold weather, any filling operations should be monitored by a full-time, on-site soils technician. Full-time monitoring aids in detecting areas of frozen material, or potential problems with frozen material within the fill, so that appropriate measures can be taken. The choice of fill material is particularly important during cold weather, since clean granular fill materials can be placed and compacted more efficiently than silty or clayey soils. In addition, greater magnitudes of heaving can be expected with freezing of the more frost susceptible silts and clays.

If more specific frost information or cold weather data concerning other construction materials is required, please contact us.

DOCUMENT 00 4113 - BID FORM - STIPULATED SUM

1.1 PROJECT BID INFORMATION

- A. Project Name: Parshall Hotel and Laundromat, Parshall, North Dakota
Bid Package 2.0R1 – General Construction

1.2 OWNER RECEIVING BIDS

- A. Owner: Three Affiliated Tribes of North Dakota – Mandan, Hidatsa and Arikara Nation
Sage Coulee Outreach and Wellness Facility
1321 Elbowoods Lane
Bismark, ND 58503
Attention: Brianna Foote, Owner’s Project Manager

1.3 BIDDER INFORMATION

- A. Bidder: Print correct and full name of firm, address, type of corporate structure, license number, e-mail address of contact person, telephone number and mobile phone number. The undersigned shall hereinafter be referred to as The Bidder.

Company Name: _____

Company Address: _____

Corporate Structure: _____

License No.: _____

E-mail: _____

Telephone: () _____

Mobile: () _____

1.4 BASE BID – STIPULATED LUMP SUM

A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by RML Architects, LLC and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents:

B. Submit duplicate copies of the Bid Form.

1. BIDDER NAME:

_____ *(Print or name of bidding firm or corporation)*

2. STIPULATED LUMP SUM PRICE:

_____ Dollars \$ _____
(Spell out dollar amount) *(Numerically enter dollars)*

3. CONTRACTOR'S EXPENSES NOT INCLUDED ABOVE (IF ANY):

_____ Dollars \$ _____
(Spell out dollar amount) *(Numerically enter dollars)*

4. ALLOWANCES PER SECTION 00 4321:

Eighty Nine Thousand Five Hundred Dollars \$ 89,500.00
(Spell out dollar amount) *(Numerically enter dollars)*

5. TOTAL STIPULATED LUMP SUM PRICE FOR THE OVERALL:

_____ Dollars \$ _____
(Spell out dollar amount) *(Numerically enter total dollars of Lines 2-4)*

Below, please list any assumptions and/or exclusions from the above proposal (if any):

1.5 TAXES

- A. Taxes levied by Federal, State, Native American, or municipal government which the Undersigned stipulates are applicable to this work of whatever character or description, are included in the above Base Bids unless noted otherwise.

1.6 PERFORMANCE AND PAYMENT BOND

- A. The costs of the Performance Bond and Payment Bond are NOT included in Base Bid, but will be furnished to the Owner upon request for the SUM of:

1. BIDDER NAME:

_____ *(Print or name of bidding firm or corporation)*

2. COST OF BOND:

_____ Dollars \$ _____
(Spell out dollar amount) *(Numerically enter dollars)*

1.7 BREAKOUT PRICING

- A. Provide breakout pricing for the following Work indicated:

1. BIDDER NAME:

_____ *(Print or name of bidding firm or corporation)*

2. SITE IMPROVEMENTS (include all site costs):

_____ Dollars \$ _____
(Spell out dollar amount) *(Numerically enter dollars)*

3. HVAC and PLUMBING:

_____ Dollars \$ _____
(Spell out dollar amount) *(Numerically enter dollars)*

4. ELECTRICAL (including lighting):

_____ Dollars \$ _____
(Spell out dollar amount) *(Numerically enter dollars)*

1.8 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect and shall fully complete the Work by March 31, 2027.

1.9 LIQUIDATED DAMAGES

- A. The successful Bidder agrees to pay liquidated damages in the following amounts per each calendar day required to achieve Substantial Completion beyond the date established for Substantial Completion set forth in the Agreement between the Owner and the Contractor.
1. For Base Bid:
 - a. One Thousand Dollars and Zero Cents (\$1,000.00) for each calendar day of delay for days One (1) through Thirty (30) after the date of Substantial Completion, and;
 - b. One Thousand Five Hundred Dollars and Zero Cents (\$1,500.00) for each calendar day of delay beyond Thirty (30) days after the date of Substantial Completion.

1.10 ACKNOWLEDGEMENT OF CONTRACT DOCUMENTS AND ADDENDA

- A. The Bidder has carefully examined all Bidding and Contract Documents prepared by RML Architects, LLC dated 05/04/2026, has personally inspected the actual location of the work, and local sources of supply, is confident of quantities and conditions, and understands that in signing this Bid, the right to plead misunderstandings regarding the same is waived
- B. The undersigned Bidder acknowledges receipt of and use of the following Addenda (if any) in the preparation of this Bid:
1. Addendum No. 1 (if any), dated _____. Yes ___ No ___ *(Check appropriate)*
 2. Addendum No. 2 (if any), dated _____. Yes ___ No ___ *(Check appropriate)*
 3. Addendum No. 3 (if any), dated _____. Yes ___ No ___ *(Check appropriate)*
 4. Addendum No. 4 (if any), dated _____. Yes ___ No ___ *(Check appropriate)*

1.11 BIDDER AGREEMENT

- A. The Bidder agrees to the following:
1. To perform and complete the work in accordance with the Contract Documents and to accept in full compensation therefore the amount of the Total Bid for the portion of the Work so completed.
 2. Accept the provisions of the Instructions to Bidders regarding disposition of Bid Security.
 3. That this Bid shall be good and may not be withdrawn for Sixty (60) days after the scheduled time and date for receiving Bids.
 4. That the Owner reserves the right to accept proposals which, in Owner's judgment, are in the Owner's best interest, or to reject any or all Bids. Owner reserves the right to accept

- or reject any unit prices or alternates, and to waive informalities in Bids received and minor discrepancies in bidding procedure.
5. If awarded the Contract, to enter into a Contract with the Owner on the terms stated in the Bid and to execute the Agreement, within Fourteen (14) calendar days after receipt of the proposed Agreement form.
 6. To furnish bonds and insurance required by the Bidding Documents

1.12 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.
 1. Bid Form Supplement – Document 00 4321 “Allowances Form”.
 2. Bid Form Supplement – Document 00 4322 “Unit Prices Form”.
 3. Bid Form Supplement – Document 00 4323 “Alternates Prices Form”.
- B. Submit duplicate copies of Bid Supplements.

1.13 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in North Dakota and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.14 SUBMISSION OF BID

Respectfully Submitted this _____ Day of _____, 2026
(Date) *(Month)*

Submitted By: _____
(Print or type name of bidding firm or corporation)

Signed By: _____
(Print or type name)

Authorized Signature _____
(Signature)

Title: _____
(Owner/Partner/President/Vice President)

Street Address: _____

City, State, Zip: _____

Phone: _____

License No.: _____
(Affix Corporate Seal Here)

RML ARCHITECTS
PROJECT NUMBER 22-1010

PARSHALL HOTEL and LAUNDROMAT
PARSHALL, ND

END OF DOCUMENT 00 4113

DOCUMENT 00 4321 - ALLOWANCE FORM

1.1 BID INFORMATION

- A. Bidder: _____
(Type or print name of bidding firm or corporation)
- B. Project Name: Parshall Hotel and Laundromat.
- C. Project Location: Parshall, ND
- D. Owner: Three Affiliated Tribes of North Dakota – Mandan, Hidatsa and Arikara Nation
- E. Architect: RML Architects, LLC, Minneapolis, MN
- F. Architect Project Number: 22-1010.

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder certifies that Base Bid submission to which this Bid Supplement is attached includes those allowances described in the Contract Documents and scheduled below.

1.3 SCHEDULE OF LUMP SUM ALLOWANCES

- A. **Lump Sum Allowance No. 1: Illuminated Signage:** Include a lump sum allowance of \$23,000 included in the Contract Sum for illuminated signage for which size, style and wording will be determined at a later date and coordinated with the Owner and Architect.
1. This allowance shall include:
 - a. Fabrication and installation of letter signage as specified in Section 10 1419 “Dimensional Letter Signage” at the locations shown on the Drawings.
 - 1) \$8,000 for exterior signage at Laundromat
 - a) Fabricated Channel Characters SIGN-1: Translucent face front-lighted characters
 - 2) \$10,000 for exterior signage at Hotel.
 - a) Fabricated Channel Characters SIGN-2. Metal face backlit characters.
 - 3) \$2,500 for interior signage at Hotel Lobby.
 - a) Fabricated Channel Characters SIGN-2. Metal face backlit characters.
 - 4) \$2,500 for interior signage at Servedy.
 - a) Fabricated Channel Characters SIGN-2. Metal face backlit characters.

- B. **Lump Sum Allowance No. 2: Hotel Lobby Millwork:** Include a lump sum allowance of \$13,000.00 included in the Contract Sum for lobby check in desk and lighted, glass-front display case.
 - 1. This allowance shall include:
 - a. \$6,500.00 for fabrication and installation and of the lobby check-in desk.
 - b. \$6,500.00 for fabrication and installation of a lighted, glass-front display case.
- C. **Lump Sum Allowance No. 3: Hotel Marketplace Millwork:** Include a lump sum allowance of \$3,500.00 included in the Contract Sum for millwork in the Marketplace.

1.4 SCHEDULE OF CONTINGENCY ALLOWANCES

- A. Contingency Allowance No. 1: Coordination of Non-Modular and Modular Scopes of Work: Include a contingency allowance of \$50,000.00 included in the Contract Sum to cover additional expenses for miscellaneous items required for the installation of modules.
 - 1. This allowance includes, but is not limited to:
 - a. Cribbing required for staging of modules.
 - b. Unforeseen work required to be performed by the G.C. not in the Modular Fabricator's or Modular Erector/Stitching Contractor scope of work.

1.5 SUBMISSION OF BID SUPPLEMENT

Respectfully Submitted this _____ Day of _____, 2026
(Date) *(Month)*

Submitted By: _____
(Print or Type name of bidding firm or corporation)

Signed By: _____
(Print or type name)

Authorized Signature _____
(Signature)

Title: _____
(Owner/Partner/President/Vice President)

END OF DOCUMENT 00 4321

DOCUMENT 00 4322 - UNIT PRICES FORM

1.1 BID INFORMATION

- A. Bidder: _____
(Type or print name of bidding firm or corporation)
- B. Project Name: Parshall Hotel and Laundromat.
- C. Project Location: Parshall, ND
- D. Owner: Three Affiliated Tribes of North Dakota – Mandan, Hidatsa and Arikara Nation.
- E. Architect: RML Architects, LLC, Minneapolis, MN.
- F. Architect Project Number: 22-1010.

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
1. Submit duplicate copies of this Bid Form Supplement.
- B. The undersigned Bidder proposes the amounts below be added to or deducted from the Contract Sum on performance and measurement of the individual items of Work.
- C. If the unit price does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."

1.3 UNIT PRICES

- A. Unit-Price No. 1: Removal and Replacement of Curb/Gutter and Asphalt Street Paving.
1. Description: Perform removal and replacement of street curb/gutter and street asphalt to facilitate connection to the City's existing PVC sewer line. Exact location of sewer line is unconfirmed. Termination of the line may be beneath the street curb/gutter. Asphalt replacement shall be performed as noted on Sheet C4.02 on the Drawings, and in accordance with Section 31 2316 "Excavation", Section 31 2323 "Fill", Section 32 1123 "Aggregate Base Courses, Section 32 1123 "Concrete Paving" and Section 32 1216 "Asphalt Paving".
2. Unit of Measurement: Lump sum per each connection to existing sewer line as approved by the Civil Engineer.
3. ADD _____ dollars (\$ _____) per unit.
4. DEDUCT _____ dollars (\$ _____) per unit.

5. NOT APPLICABLE _____ (mark with 'X' if unit price is not applicable.)

1.4 SUBMISSION OF BID SUPPLEMENT (UNIT PRICES FORM)

Respectfully Submitted this _____ Day of _____, 2026
(Date) *(Month)*

Submitted By: _____
(Print or type name of bidding firm or corporation)

Signed By: _____
(Print or type name)

Authorized Signature: _____
(Signature)

Title: _____
(Owner/Partner/President/Vice President)

END OF DOCUMENT 00 4322

DOCUMENT 00 4323 – ALTERNATES PRICES FORM

1.1 BID INFORMATION

- A. Bidder: _____.
- B. Project Name: Parshall Hotel and Laundromat.
- C. Project Location: Parshall, ND.
- D. Owner: Three Affiliated Tribes of North Dakota – Mandan, Hidatsa and Arikara Nation.
- E. Architect: RML Architects, LLC, Minneapolis, MN.
- F. Architect Project Number: 22-1010.

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
 - 1. Submit duplicate copies of this Bid Form Supplement.

1.3 DESCRIPTION

- A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.
- B. If the alternate does not affect the Contract Sum, the Bidder shall indicate "NO CHANGE."
- C. If the alternate does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."
- D. The Bidder shall be responsible for determining from the Contract Documents the effects of each alternate on the Contract Time and the Contract Sum.
- E. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award unless otherwise indicated in the Contract Documents.
- F. Acceptance or non-acceptance of any alternates by the Owner shall have no effect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

1.4 SCHEDULE OF ALTERNATES

- A. **Alternate No. 1: Asphalt Paving in Lieu of Concrete Paving:** Submit an alternate cost including both materials and labor to provide and install asphalt paving (32 1216 "Asphalt

Paving”) in lieu of base bid concrete paving (32 1313 “Concrete Paving”) where indicated on the drawings.

1. ADD _____ dollars (\$ _____) per unit.
2. DEDUCT _____ dollars (\$ _____) per unit.
3. NO CHANGE _____ (Mark with ‘X’ if alternate does not affect the Contract Sum.)
4. NOT APPLICABLE _____ (Mark with ‘X’ if alternate is not applicable.)
5. ADD _____ DEDUCT _____ calendar days to adjust the Contract Time for this alternate.

B. Alternate No. 2: Seeding and Mulching in Lieu of Sodding: Submit an alternate cost including both materials and labor to provide and install seeding and mulching (32 9219 “Seeding”) in lieu of base bid sodding (32 9223 “Sodding”) where indicated on the Drawings.

1. ADD _____ dollars (\$ _____) per unit.
2. DEDUCT _____ dollars (\$ _____) per unit.
3. NO CHANGE _____ (Mark with ‘X’ if alternate does not affect the Contract Sum.)
4. NOT APPLICABLE _____ (Mark with ‘X’ if alternate is not applicable.)
5. ADD _____ DEDUCT _____ calendar days to adjust the Contract Time for this alternate.

C. Alternate No. 3: Omit Storm Shelter: Submit an alternate cost including both materials and labor to omit the concrete storm shelter and replace with structure required to support the second floor modules. Omitted items include but are not limited to the following: a) Cast-in-place concrete walls above Elev. 100’-0”, b) Precast concrete planks and concrete topping, c) Storm louvers, d) Inverter system, e) Storm-rated steel doors (door 121) and hardware and f) Electrical closet and other items related to the storm shelter. Perimeter footings, foundation walls and slab-on-grade concrete slab to remain. Additional structure required for support of second floor module includes but is not limited to: a) Double wood stud framing at Grids H&K aligned with module walls above (provide Type SW-2 shear wall on Grid K with Type H3 hold-downs each end) and b) HSS3½x3½x¼ steel column at Grid J/5, and W12x58 steel beam at Grid J from Grid 4 to 5

1. ADD _____ dollars (\$ _____) per unit.

2. DEDUCT _____ dollars (\$ _____) per unit.
3. NO CHANGE _____ (Mark with 'X' if alternate does not affect the Contract Sum.)
4. NOT APPLICABLE _____ (Mark with 'X' if alternate is not applicable.)
5. ADD _____ DEDUCT _____ calendar days to adjust the Contract Time for this alternate.

D. **Alternate No. 4: Reduce Quantity of Brick Veneer and Replace with Siding:** Submit an alternate cost to omit approximately 2,474 sf of brick veneer and replace it with engineered wood siding as indicated on the Drawings. Maintain cast stone sill at locations where brick is reduced to a height of 2'-0". Add cast stone sill at locations where none currently exists (south façade at Mechanical/ Electrical).

1. ADD _____ dollars (\$ _____) per unit.
2. DEDUCT _____ dollars (\$ _____) per unit.
3. NO CHANGE _____ (Mark with 'X' if alternate does not affect the Contract Sum.)
4. NOT APPLICABLE _____ (Mark with 'X' if alternate is not applicable.)
5. ADD _____ DEDUCT _____ calendar days to adjust the Contract Time for this alternate.

E. **Alternate No. 5: Limestone Sills in Lieu of Cast Stone Sills:** Submit an alternate cost to install limestone sills in lieu of cast stone sills at top of brick veneer and at window sills.

1. ADD _____ dollars (\$ _____) per unit.
2. DEDUCT _____ dollars (\$ _____) per unit.
3. NO CHANGE _____ (Mark with 'X' if alternate does not affect the Contract Sum.)
4. NOT APPLICABLE _____ (Mark with 'X' if alternate is not applicable.)
5. ADD _____ DEDUCT _____ calendar days to adjust the Contract Time for this alternate.

F. **Alternate No. 6: Omit Folding Glass Partition:** Submit an alternate cost including both materials and labor to omit the glass folding partition between Rooms 117 and 119. In lieu of a folding glass partition, install interior partition type W4 with three (3) 4'-0" x 4'-0" hollow metal windows and a 3'-0" x 6'-8" full-glazed clad wood door and hollow metal frame.

1. ADD _____ dollars (\$ _____) per unit.
2. DEDUCT _____ dollars (\$ _____) per unit.
3. NO CHANGE _____ (Mark with 'X' if alternate does not affect the Contract Sum.)
4. NOT APPLICABLE _____ (Mark with 'X' if alternate is not applicable.)
5. ADD _____ DEDUCT _____ calendar days to adjust the Contract Time for this alternate.

G. **Alternate No. 7: Omit Emergency Generator:** Submit an alternate cost including both materials and labor to omit diesel powered emergency generator, associated conduit, wiring and switch gear. Add emergency battery back-up for elevator as consequence of eliminating the generator.

1. ADD _____ dollars (\$ _____) per unit.
2. DEDUCT _____ dollars (\$ _____) per unit.
3. NO CHANGE _____ (Mark with 'X' if alternate does not affect the Contract Sum.)
4. NOT APPLICABLE _____ (Mark with 'X' if alternate is not applicable.)
5. ADD _____ DEDUCT _____ calendar days to adjust the Contract Time for this alternate.

H. **Alternate No. 8: Install Vinyl Coated Chain Link Fence In Lieu of Composite Fencing:** Submit an alternate cost including both materials and labor to install vinyl coated fencing with privacy slats.

1. ADD _____ dollars (\$ _____) per unit.
2. DEDUCT _____ dollars (\$ _____) per unit.
3. NO CHANGE _____ (Mark with 'X' if alternate does not affect the Contract Sum.)

4. NOT APPLICABLE _____ (Mark with 'X' if alternate is not applicable.)

5. ADD _____ DEDUCT _____ calendar days to adjust the Contract Time for this alternate.

I. **Alternate No. 9: Omit Fabric Awnings:** Submit an alternate cost including both materials and labor to omit fabric awnings at the Laundromat windows.

1. ADD _____ dollars (\$ _____) per unit.

2. DEDUCT _____ dollars (\$ _____) per unit.

3. NO CHANGE _____ (Mark with 'X' if alternate does not affect the Contract Sum.)

4. NOT APPLICABLE _____ (Mark with 'X' if alternate is not applicable.)

5. ADD _____ DEDUCT _____ calendar days to adjust the Contract Time for this alternate.

J. **Alternate No. 10: Omit Dining Room Box Beams:** Submit an alternate cost including both materials and labor to omit wood box beams in Dining & Community Area room 117 and replace with acoustical ceiling panels.

1. ADD _____ dollars (\$ _____) per unit.

2. DEDUCT _____ dollars (\$ _____) per unit.

3. NO CHANGE _____ (Mark with 'X' if alternate does not affect the Contract Sum.)

4. NOT APPLICABLE _____ (Mark with 'X' if alternate is not applicable.)

5. ADD _____ DEDUCT _____ calendar days to adjust the Contract Time for this alternate.

K. **Alternate No. 11: Omit Laundromat Equipment from Bid:** Submit a cost to omit the cost of Laundromat equipment from the construction bid. Equipment includes: 1) commercial washers, 2) commercial dryers, money changing machine, and 4) laundry vending machine. Installation of dryer flues to remain in construction bid.

1. ADD _____ dollars (\$ _____) per unit.

2. DEDUCT _____ dollars (\$ _____) per unit.

3. NO CHANGE _____ (Mark with 'X' if alternate does not affect the Contract Sum.)
4. NOT APPLICABLE _____ (Mark with 'X' if alternate is not applicable.)
5. ADD _____ DEDUCT _____ calendar days to adjust the Contract Time for this alternate.

L. **Alternate No. 12: Omit Food Service Equipment from Bid:** Submit a cost to omit the cost of food service equipment from the construction bid. Equipment includes: 1) all equipment in Rooms 112, 118 and 117, 2) Freezer and refrigerator in Room 116 and 3) Ice makers in Rooms 138 and 229. This alternate is for equipment only. Plumbing and electrical rough-in to remain in construction bid. Installation cost of equipment to remain in construction bid.

1. ADD _____ dollars (\$ _____) per unit.
2. DEDUCT _____ dollars (\$ _____) per unit.
3. NO CHANGE _____ (Mark with 'X' if alternate does not affect the Contract Sum.)
4. NOT APPLICABLE _____ (Mark with 'X' if alternate is not applicable.)
5. ADD _____ DEDUCT _____ calendar days to adjust the Contract Time for this alternate

M. **Alternate No. 13: Shell Laundromat Space:** Submit an alternate cost including both materials and labor for omitting the interior build-out and finishing for the Laundromat which includes but is not limited to floor finishes, ceiling finishes, wall finishes, laundromat washer bulkhead, laundry vending machines, money changing machines and casework.

1. ADD _____ dollars (\$ _____) per unit.
2. DEDUCT _____ dollars (\$ _____) per unit.
3. NO CHANGE _____ (Mark with 'X' if alternate does not affect the Contract Sum.)
4. NOT APPLICABLE _____ (Mark with 'X' if alternate is not applicable.)
5. ADD _____ DEDUCT _____ calendar days to adjust the Contract Time for this alternate.

1.5 SUBMISSION OF BID SUPPLEMENT

Respectfully Submitted this _____ Day of _____, 2025
(Date) *(Month)*

Submitted By: _____
(Print or Type name of bidding firm or corporation)

Signed By: _____
(Print or type name)

Authorized Signature _____
(Signature)

Title: _____
(Owner/Partner/President/Vice President)

END OF DOCUMENT 00 4323

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DOCUMENT 00 5200 – AGREEMENT FORM

1.1 SUMMARY

- A. Document includes:
 - 1. Information for AIA Document A101-2017
- B. Related Documents
 - 1. Document 00 2113 “Instructions to Bidders”
 - a. *With attachment AIA Document A701-2018 “Instructions to Bidders”.*
 - 2. Document 00 7200 “General Conditions of the Contract”.
 - a. *With attachment AIA Document A201-2017 “General Conditions of the Contract for Construction”.*
 - 3. Document 00 7300 “Supplementary Conditions of the Contract”.

1.2 FOR BASE BID

- A. AIA Document A101-2017, "Standard Form of Agreement Between Owner and Contractor, where the basis of payment is a Stipulated Sum " is hereby incorporated into the Project Manual by reference only.
 - 1. For the Bidders' convenience a sample is bound in this Project Manual.
 - 2. This document may be purchased from:

The American Institute of Architects
1735 New York Ave., NW
Washington, DC 20006-5292

Phone: 1-800-AIA-383
Website: <http://www.aia.org/>

END OF DOCUMENT 00 5200

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AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the [] day of [] in the year 2026
(In words, indicate day, month and year.)

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

Three Affiliated Tribes | Mandan, Hidatsa & Arikara Nation
Fort Berthold Indian Reservation
307 5th Avenue
New Town, ND 58763-9402
C/o Mark N. Fox
Chairman, MHA Nation Tribal Business Council

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

To be determined.

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

Parshall Hotel and Laundromat
Parshall, ND

Project Description: Project consists of the following:

- A. Two-story, wood-framed, 36 unit hotel with a one-story attached public laundromat. Construction system will employ fully finished modules fabricated in a factory, shipped to site and set in place. Exterior cladding and roofing will occur on site after modules are set. Ancillary on-site wood framing will occur for areas unable to be fabricated in the factory.
 1. Hotel spaces include the following:
 - a) First Floor, approximately 14,917 gross square feet.
 - Entry vestibule, lobby and front desk, manager's office and market place for sundries and snacks for guest purchase.
 - Guest lounge, breakfast area/ commons space.
 - Meeting room.
 - Kitchen and adjoining servery.
 - On-site caretaker apartment.
 - Mechanical/electrical room and water service room.
 - Housekeeping room.
 - Twelve guest rooms.
 - b) Second floor, approximately 12,545 gross square feet.
 - Twenty-four guest rooms.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

- Hotel laundry facility and housekeeping.
 - Elevator and stairs.
2. Public laundromat spaces include:
 - a) Wash area with 14 coin-operated washers.
 - b) Drying area with 12 coin-operated dryers.
 - c) Restrooms, storage room and electrical/mechanical room.
 - d) Vending area with food and beverage vending machines.
 3. Site improvements include but not limited to the following:
 - a) New sanitary sewer line from street.
 - b) Parking lot with concrete paving and curbs and security lighting.
 - c) Screen fencing, trash enclosure, new electrical transformer, new emergency generator and buried propane tank.
 - d) Landscaping.

The Architect:

(Name, legal status, address and other information)

RML Architects, LLC
 275 Market Street, Suite 313
 Minneapolis, MN 55405
 Office Phone Number: 612-429-0103
 C/o Randall M. Lindemann, AIA
 Architect of Record

The Owner and Contractor agree as follows.



TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS**
- 2 THE WORK OF THIS CONTRACT**
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 4 CONTRACT SUM**
- 5 PAYMENTS**
- 6 DISPUTE RESOLUTION**
- 7 TERMINATION OR SUSPENSION**
- 8 MISCELLANEOUS PROVISIONS**
- 9 ENUMERATION OF CONTRACT DOCUMENTS**

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve

Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

- [] Not later than [] ([]) calendar days from the date of commencement of the Work.
- [X] By the following date: **March 31, 2027**

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Not Applicable	Not Applicable

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be “To Be Determined” (\$ To Be Determined), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
To Be Determined	To Be Determined

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
To Be Determined	To Be Determined	To Be Determined

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
[]	

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
[]		

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

Per Specification Document 00 73 00 “Supplementary Conditions of the Contract”, Section 9.11.2:

Contractor (and the Contractor's surety, if any), on the occasion of the Contractor's failure to complete the Work as stated in Subparagraph 8.2.1, shall be liable for and shall pay the Owner the following sums, hereinafter stipulated as liquidated damages and not as a penalty, for each calendar day of delay after the date established for Substantial Completion in the Contract Documents until the Work is substantially complete:

- .1 One Thousand Dollars (\$1,000.00) for each calendar day of delay for days one through thirty after the date of Substantial Completion, and;
- .2 One Thousand Five Hundred Dollars (\$1,500.00) for each calendar day of delay beyond thirty days after the date of Substantial Completion.

Upon claim by the Contractor for delays such as strikes, acts of nature, and other delays not caused by the Contractor's fault or negligence, the Owner may agree with the Contractor to change the agreed upon date for Substantial Completion.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

Per Specification Document 00 73 00 "Supplementary Conditions of the Contract" Section 9.11.4:

Owner, on the occasion of the Contractor's successful completion of the Work as stated in Section 3.3.1, shall pay the Contractor the following sums, hereinafter stipulated as incentive payment:

- .1 One Thousand Dollars and zero cents (\$1,000.00) for each calendar day of completion before the date established for Substantial Completion in the Contract Documents, and;
- .2 No weather delay days will be awarded to Contractor due to typical winter conditions. Only in a situation of a record weather event with daily recorded air temperatures at or below -40 degrees Fahrenheit; and daily snowfall or blowing snow resulting in a publicly announced local no-travel advisory, will the Owner consider awarding weather delay days to the construction duration period, and;
- .3 Subject to the terms above, the maximum incentive available to the Contractor is limited to Forty (40) calendar days or Twenty Thousand Dollars and zero cents (\$20,000.00).

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the First (1st) day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Fifteenth (15th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty Five (45) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. 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 of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 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.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect’s professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

The Owner will pay 90 percent of the amount due the Contractor and retain 10 percent on account of progress payments.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Retainage, General Conditions

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Upon 50% Completion, the Owner may reduce the remaining amount retained to 5 percent of the Contract completed. The amount withheld by the Owner for the first 50% Completion will continue to be retained. Such reduced retainage as then determined, will be continued until completion of all work and acceptance by the Owner.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

Pursuant to requirements set forth in Specification Volume 1, Section 01 7700 “Closeout Procedures” release of retainage shall be contingent upon confirmation of Substantial Completion.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

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

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Subject to Specification Volume 1, Section 01 2900 Payment Procedures, part 1.4.J.: Final Payment Application and Project closeout requirements.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

Six % (6%) per annum.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this 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.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201-2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, 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.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

By mutual agreement between the parties at such time as the Contract is terminated for the Owner’s convenience.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

C/o Brianna Foote, Project Manager
MHA Nation Special Projects, Office of Chairman Mark N. Fox
307 5th Avenue
New Town, ND 58763-9402
Mobile Phone: 701-421-2004
Email: bfoote@mhanation.com

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

To be determined.

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction

- .4 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

Not Applicable

- .5 Drawings

Number
 To Be Determined

Title
 Bid Package 2.0R1
 “General Construction”

Date
 05/04/2026

- .6 Specifications

Section
 Division 00: Procurement, and Contracting Requirements
 Division 01: General Requirements

Title
 Three Affiliated Tribes
 “Parshall Hotel and
 Laundromat, Bid Package
 2.0R1, Volume 1”

Date
 05/04/2026

Pages
 To be determined

Divisions 02-14: General Construction
 Divisions 31-32: Earthwork, Site Improvements and Utilities

Three Affiliated Tribes
 “Parshall Hotel and
 Laundromat, Bid Package
 2.0R1, Volume 2”

05/04/2026

To be determined

Divisions 21-28: Fire Protection, Plumbing, HVAC, Electrical, Communications and Electronic Safety and Security

Three Affiliated Tribes
 “Parshall Hotel and
 Laundromat, Bid Package
 2.0R1, Volume 3”

05/04/2026

To be determined

- .7 Addenda, if any:

Number

Date

Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title

Date

Pages

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Section 00 7300	Supplementary Conditions of the Contract	05/04/2026	18

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

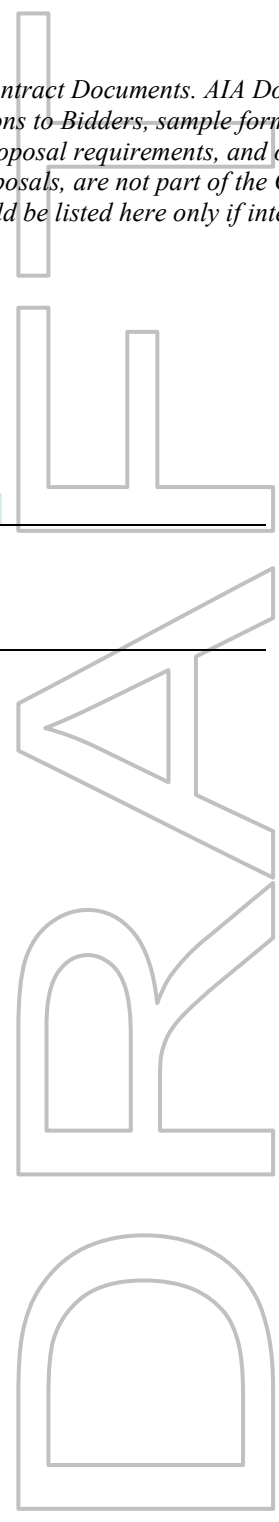
This Agreement entered into as of the day and year first written above.

OWNER (Signature)
 Mark N. Fox
 Chairman, MHA Tribal Business
 Council

 (Printed name and title)

CONTRACTOR (Signature)

 (Printed name and title)



DOCUMENT 00 72000 – GENERAL CONDITIONS OF THE CONTRACT

1.1 SUMMARY

- A. Document includes:
 - 1. Information for AIA Document A201-1017.
- B. Related Documents:
 - 1. Document 002113 “Instructions to Bidders”.
 - a. *With attachment AIA Document A701-2018 “Instructions to Bidders”.*
 - 2. Document 005200 “Agreement Form”.
 - a. *With attachment, AIA Document A101-2017 “Standard Form of Agreement Between Owner and Contractor”.*
 - 3. Document 00 7300 “Supplementary Conditions of the Contract”.

1.2 FOR BASE BID

- A. AIA Document A201-2017 “General Conditions of the Contract for Construction” is incorporated into this Project Manual by reference and attachment.
 - 1. For the Bidders' convenience a sample is bound in this Project Manual.
 - 2. This document may be purchased from:

The American Institute of Architects
1735 New York Ave., NW
Washington, DC 20006-5292

Phone: 1-800-AIA-383
Website: <http://www.aia.org/>

END OF DOCUMENT 00 7200

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General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Parshall Hotel and Laundromat
Parshall, ND

THE OWNER:

(Name, legal status and address)

Three Affiliated Tribes of North Dakota | Mandan, Hidatsa and Arikara Nation
Fort Berthold Indian Reservation
307 5th Avenue
New Town, ND 58763-9402
C/o Mark N. Fox
Chairman, MHA Nation Tribal Business Council

THE ARCHITECT:

(Name, legal status and address)

RML Architects, LLC
275 Market Street, Suite 313
Minneapolis, MN 55405
Office: 612-429-0103
C/o Randall M. Lindemann, AIA
Architect of Record

TABLE OF ARTICLES

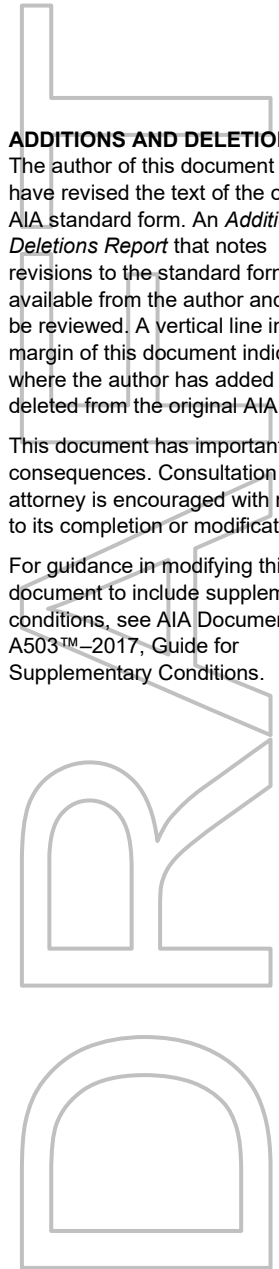
- 1 GENERAL PROVISIONS**
- 2 OWNER**
- 3 CONTRACTOR**
- 4 ARCHITECT**
- 5 SUBCONTRACTORS**
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**
- 7 CHANGES IN THE WORK**
- 8 TIME**
- 9 PAYMENTS AND COMPLETION**

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™-2017, Guide for Supplementary Conditions.



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- 10 PROTECTION OF PERSONS AND PROPERTY
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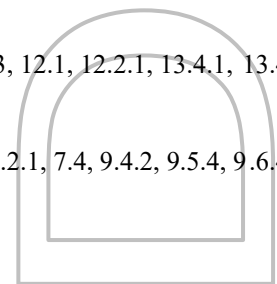
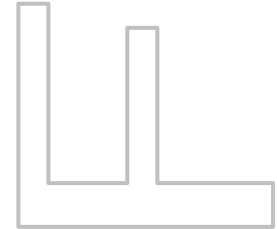
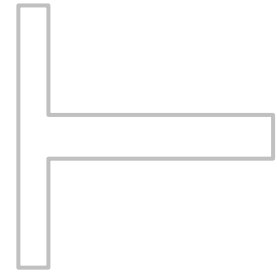
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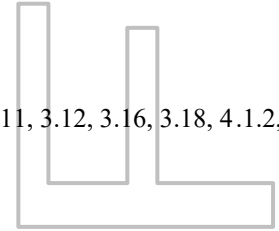
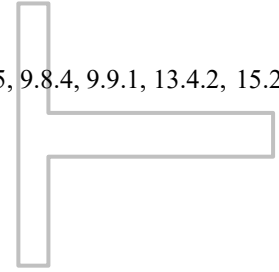
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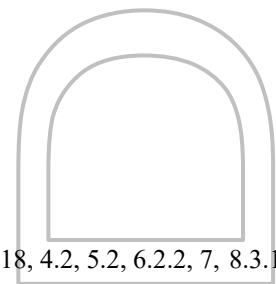
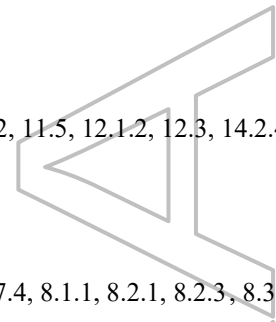
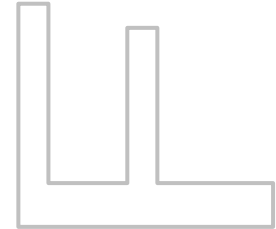
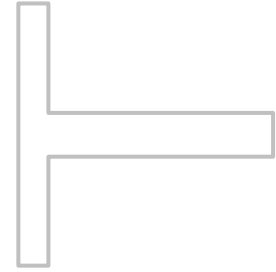
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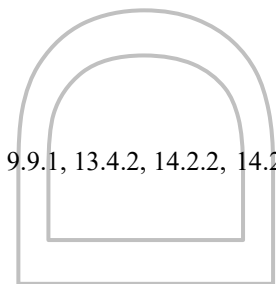
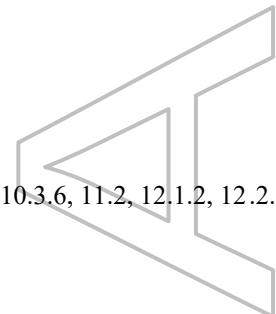
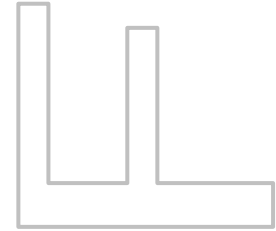
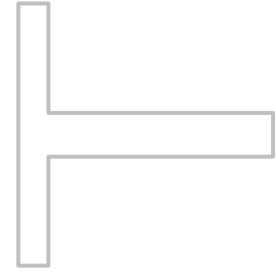
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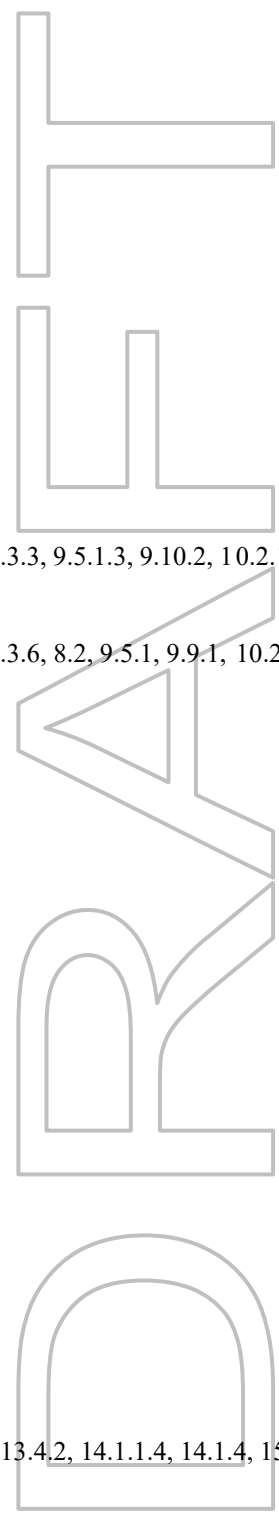
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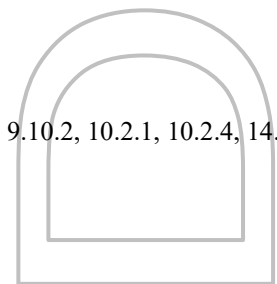
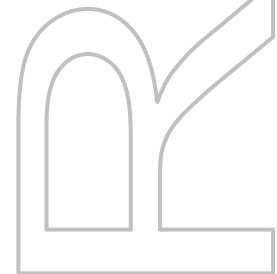
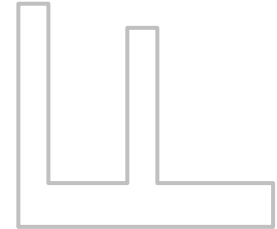
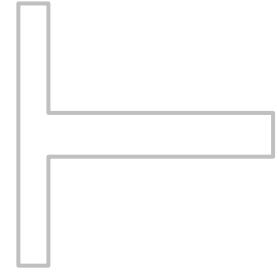
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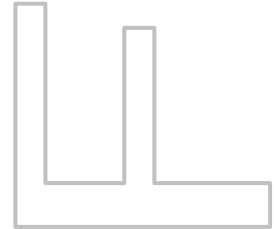
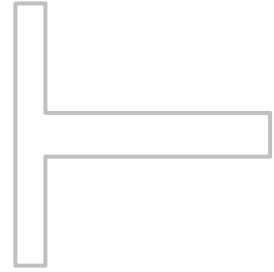
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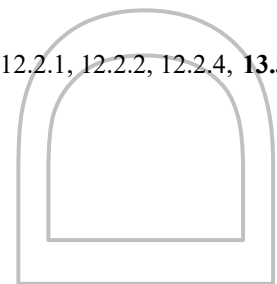
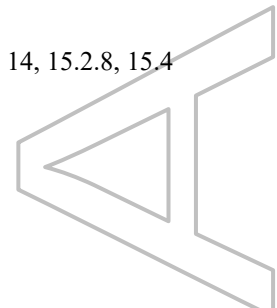
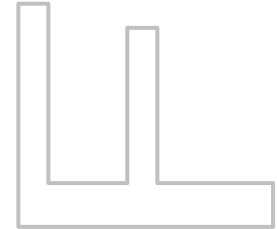
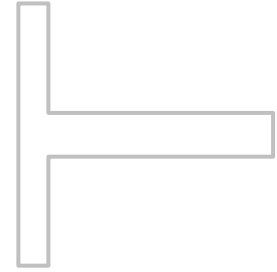
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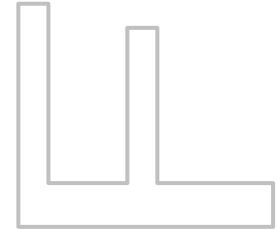
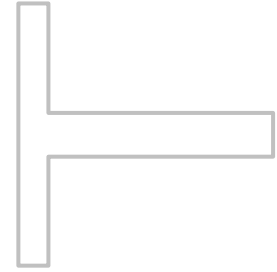
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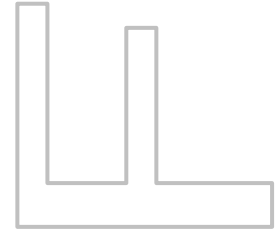
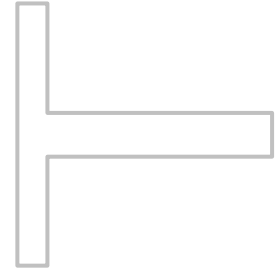
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ARTICLE 1 GENERAL PROVISIONS

§ 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. Unless specifically enumerated in the Agreement, the Contract Documents do not 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 or proposal requirements.

§ 1.1.1.1 General Contractor

General Contractor (a.k.a Prime Contractors in accordance with MHA) and Subcontractor (a.k.a General Contractors in accordance with MHA) shall comply with the Mandan Hidatsa and Arikara (MHA) Tribal Employment Rights Ordinances (TERO), which require preference in contracting and subcontracting to Indian-Owned firms by all contract awarding entities operating within the boundaries of the lands over which the Mandan Hidatsa and Arikara Nation has jurisdiction.

NOTE: TERO Fees **DO** apply to this on-reservation project. MHA TERO documents may be obtained by contacting:

Tribal Employment Office
Three Affiliated Tribes
Fort Berthold Indian Reservation
MHA TERO/Energy Building
P.O. Box 488
New Town, ND 58763-3634

Website: <https://mhatero.com/>

Contact: Duane Young Bird

E-mail: dmyoungbird@mhanation.com

Cell: [701-421-0633](tel:701-421-0633)

§ 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 or 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.

§ 1.1.3.1 Use of the word "furnish" shall mean "to supply and deliver to the Project site, ready for installation"; use of the word "install" shall mean "to place in position for service or use"; and use of the word "provide" shall mean "furnish and install, complete and ready for intended use"; use of the words "as indicated" shall mean "as indicated, shown or noted on the Project Drawings"; use of the words "as specified" shall mean "as specified in the Project Specifications or as specified on the Project Drawings".

§ 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. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 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. In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by addendum, the better quality or greater quantity of work shall be provided in accordance with the Architect's interpretation.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents 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 Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 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. Wherever a provision of a Section of the Specifications conflicts with any agreements or regulations in force among members of a Trade Association, Union, or Council, which regulates or distinguishes what work shall or shall not be included in the work of any particular trade, the Contractor shall make necessary arrangements to reconcile such conflicts without delay, damage, or cost to the Owner and without recourse to the Architect or the Owner.

§ 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.

§ 1.2.4 Standard specifications, rules, codes, instructions, recommendations and references referred to in the Project Specifications shall be the latest edition unless specific edition is specified. If standard specifications are revised prior to completion of any part of the work to which such revisions would pertain, the Contractor may, if approved by the Architect, perform such work in accordance with the revised specifications. Standard specifications, except as modified in the Project Specifications, shall have full force and effect as though included in the Project Specifications.

§ 1.2.5 Sections of Division 01 "General Requirements" govern the execution of all sections of the Specifications.

§ 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 and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the 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 suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, 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 suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect’s consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model 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 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” as used in the Contract Documents, shall mean:

Three Affiliated Tribes of North Dakota | Mandan, Hidatsa & Arikara Nation
Fort Berthold Indian Reservation
307 5th Avenue

New Town, ND 58763-9402
C/o Mark N. Fox
Chairman, MHA Nation Tribal Business Council

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen 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 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.2.5 The Contractor may use the Architect's electronic file sharing service, "WeTransfer" for the purpose of downloading electronic copies of the Contract Documents, including Drawings, the Project Manual, Addenda issued prior to Contract Award, and modifications issued after Contract Award, at the discretion of the Architect. Access to the Project file sharing service may be granted by contacting the Architect and obtaining access for this express use ONLY. Use of these electronic Documents other than for performing the Work of the Project by the Contractor is prohibited, without written authorization from the Architect.

§ 2.2.6 The Owner will procure and bear costs of structural tests and special structural and fire code inspections as required by the applicable building code.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 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.

§ 2.3.2 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.

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

§ 2.3.4 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.

§ 2.3.5 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.

§ 2.3.6 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.

§ 2.4 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.

§ 2.5 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 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 default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for 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 current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

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 and the general design intent reasonably inferable from the Contract Documents.

- .1** The Contractor shall review specified construction and installation procedures (including those recommended by manufacturers) prior to implementation and shall advise the Architect in writing:
 - (a) if the specified procedures deviate from good construction practice;
 - (b) if following the procedures will affect warranties, and;
 - (c) of objections the Contractor may have to the procedures.

- .2** If the Contractor is uncertain as to the interpretation or design intent of the Contract Documents, the Contractor shall be responsible to request in writing an interpretation from the Architect, in accordance with

Subparagraphs 4.2.11 and 4.2.12.

§ 3.1.3 The Contractor shall not be relieved of its 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 2.3.4, 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.

§ 3.2.2.1 The Architect shall have no liability to the Contractor, any Subcontractor, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work or supplying materials, for damages or delay resulting from errors, inconsistencies or omissions in the Contract Documents. If the Contractor, any Subcontractor, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work, performs any construction activity without knowing it involves an error, inconsistency or omission in the Contract Documents, their sole remedies shall be governed by the procedures and terms for Contractor's claims against the Owner provided under Article 15.

§ 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 submit 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, subject to Section 15.1.7, 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, unless the Contractor recognized such error, inconsistency, omission, or difference and knowingly failed to report it to the Architect.

§ 3.2.5 The Owner shall be entitled to deduct from the Contract Sum, amounts paid to the Architect for the Architect to evaluate and respond to the Contractor's requests for information, where such information was 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.

§ 3.3 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. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be 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 notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 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 approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 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. The Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements of the Specifications (Division 01 of the Specifications).

- .1** By making requests for substitutions based on Subparagraph 3.4.2, the Contractor:
 - (a) represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
 - (b) represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
 - (c) certifies that the cost data presented is complete and includes all related costs under this Contract but excludes costs under separate contracts, and excludes the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
 - (d) will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 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.

§ 3.4.4 The Owner shall be entitled to deduct from the Contract Sum, amounts paid to the Architect to evaluate the Contractor's proposed substitutions and to make agreed-upon changes in the Drawings and Specifications made necessary by the Owner's acceptance of such substitutions.

§ 3.5 Warranty

§ 3.5.1 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.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.5.3 The Manufacturer's product warranty shall not relieve the Contractor of general warranty obligations.

§ 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.

§ 3.7.1.1 The Contractor, on behalf of the Owner, will make application for, and pay for fees required to cover SAC charges and WAC charges. Contractor shall include these charges in the Contract Sum.

§ 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 14 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 that an equitable adjustment be made 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, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim 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 except that if installation is included as part of an allowance in Divisions 01 through 48 of the

Specifications, the installation and labor cost for greater or lesser quantities of Work shall be determined in accordance with Subparagraph 7.3.4; 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 notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice 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 and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved 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 make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and 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 how 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 accepted 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 the requirements of the Contract Documents by the Architect's acceptance of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written acceptance 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 acceptance 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 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.

§ 3.12.10.1 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 be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately 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 and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and accept 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.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.12.10.3 The Architect's review of Contractor's submittals will be limited to examination of an initial submittal and One (1) re-submittal. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to deduct from the Contract Sum; amounts paid to the Architect for evaluation of such additional resubmittals.

§ 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, 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, or patching shall be restored to the condition existing prior to the cutting, fitting, or 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 construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.14.3 Altering or cutting of structural members will not be allowed without written approval of the Structural Engineer.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and 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 the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with 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 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 an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the 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 Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement. Whenever the Architect is referred to herein, it shall be understood to mean Architect and/or Architect's consultants defined herein.

1. Architect of Record
RML Architects, LLC
275 Market Street, Suite 313 Minneapolis, MN 55405
Contact: Randall M. Lindemann, AIA, LEED AP
Office Phone: 612-429-0103
Mobile Number: 612-655-7222
Email: RLindemann@RML-architects.com
2. Interior Designer
Headwaters Development
6757 Karmen Ave NE
Albertville, MN 55301
Contact: Carissa Pouliot, CID
Office Phone: 612-600-3285
Email: CLP@Headwaters.build
3. Structural Engineer:
Albertson Engineering, Inc.
3202 W. Main, Suite C Rapid City, SD 57701
Contact: David Leppert, PE
Office Phone: 605-343-9606
Email: david@albertsonengineering.com
4. Civil Engineer:
Swenson, Hagen & Company P.C.
909 Basin Avenue Bismarck, ND 58504
Contact: Lon Romsaas, PE
Office Phone: 701-223-2600
Email: lromsaas@swensonhagen.com
5. Landscape Designer:
Swenson, Hagen & Company P.C.
909 Basin Avenue Bismarck, ND 58504
Contact: Lon Romsaas, PE
Office Phone: 701-223-2600
Email: lromsaas@swensonhagen.com

6. Mechanical, Plumbing and Electrical Engineers:
Smith & Boucher, Inc.
25618 West 103rd Street Olathe KS 66061
Contact: Matthew J. Pellman, PE, CGD
Office Phone: 913-344-0046
Mobile Phone: 913-302-8708
Email Address: mpellman@smithboucher.com
7. Food Service Designer:
Boelter Food Service Design
7120 Northland Terrace North, Minneapolis, MN 55428
Contact: Dennis Hahn
Office Phone: 612-851-2309
Email Address: dhahn@boelter.com

§ 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 The Architect shall have no liability to the Contractor, any Subcontractor, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work or supplying materials, for damages, delays, defects or deficiencies in the Work.

§ 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. The Contractor may not rely upon the Architect's periodic site visits or reports to the Owner as confirmation that the Work is being performed in accordance with the Contract Documents.

§ 4.2.2.1 The Contractor shall reimburse the Owner for compensation paid to the Architect for additional site visits made necessary by the fault, neglect or request of the Contractor.

§ 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 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. 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

The Owner and Contractor shall include the Architect in all communications 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. Communications by and with Subcontractors and suppliers shall be through the

Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols. Direct communications between the Owner and the Contractor that affect the performance or administration of the Work shall be made or confirmed in writing, with copies to the Architect.

§ 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 13.4.2 and 13.4.3, 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.

§ 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 accepted 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 acceptance of safety precautions or 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 order 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 Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 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 the subcontractors of a Separate Contractor.

§ 5.1.1.1 Wherever the term "Subcontractor(s)" appears in the Contract Documents, it shall also mean material and equipment suppliers and shall extend to them the same contractual responsibilities and rights afforded Subcontractors.

§ 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, the Contractor, as soon as practicable after award of the Contract, but not later than Fourteen (14) days from the Contract Date, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

- .1 If adequate data on a proposed manufacturer or an installer is not available, the Architect may state that action will be deferred until the Contractor provides further data;
- .2 Failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the Contract Documents, and all products furnished by the listed manufacturer must conform to such requirements.

§ 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 for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, 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 that the Contractor, by these Contract 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; 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 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 term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 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 any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its 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 or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has 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 notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work 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. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 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 that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor 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. The Contractor shall proceed promptly with changes in the Work, 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.

§ 7.2.2 The Architect's signature on a Change Order indicates only that the Architect acknowledges the Owner's and Contractor's mutual acceptance of the items outlined in Subparagraph 7.2.1 and its subsequent Clauses.

§ 7.2.3 Overhead, profit or commission applied to the material, labor and subcontractor costs, excluding applicable taxes and bond:

- .1 The maximum that will be allowed for overhead and profit shall be as follows, expressed as a percentage of the basic cost of the change. The maximum allowable percentages for profit, overhead and commission may be less, depending on the nature, extent or complexity of the change, where the percentage is not commensurate with the responsibility and administration involved, (such as the Contractor merely processing a substantial Change Order to a Subcontractor) but in no event shall they exceed the following:
- .2 For the Contractor, for the Work performed by the Contractor's own work force, 10 percent of the costs.
- .3 For the Contractor, for Work performed by the Contractor's Subcontractor, 5 percent of the amount due the subcontractor.
- .4 For each Subcontractor or Sub-subcontractor involved, for work performed by that Subcontractor's or Sub-subcontractor's own forces, 10 percent of the costs.
- .5 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, 5 percent of the amount due the Sub-subcontractor.

§ 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 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine 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 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .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, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 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.

§ 7.3.7 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.

§ 7.3.8 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

§ 7.4.1 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. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

§ 7.4.2 The Architect may issue a written order authorizing such minor changes in the work without the Owner's or Contractor's signature.

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, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 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 (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended 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

§ 9.1.1 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.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent 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. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents. The form of Application for payment, duly notarized, shall be a current authorized edition of AIA Document G702, Application and Certificate for Payment, supported by a current authorized edition of AIA Document G703, Continuation Sheet.

§ 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 supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 Until the Work is Fifty percent (50%) complete, the Owner will pay Ninety percent (90%) of the amount due the Contractor and retain Ten percent (10%) on account of progress payments. Upon Fifty percent (50%) Completion, the Owner may reduce the remaining amount retained to Five percent (5%) of the Contract completed. The amount withheld by the Owner for the first Fifty percent (50%) completion will continue to be retained. Such reduced retainage as then determined, will be continued until completion of all work and acceptance by the Owner.

§ 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, suppliers, or other persons or entities that provided labor, materials, and equipment

relating to the Work.

- .1 It shall be the duty of the Contractor to observe provisions in the lien laws of the state and the Mandan Hidatsa and Arikara (MHA) Tribal Employment Rights Ordinances (TERO), and furnish papers, when necessary, for the protection of the interests of the Owner;
- .2 The Contractor shall furnish to the Architect, along with each request for payment (except the first), receipted bills or partial or final (as the case may be) lien releases covering all material used and subcontracts performed in connection with this Contract through the date of the current billing;
- .3 Should the Contractor fail to do this, request for payment by the Contractor will not be certified. Before final payment will be made, the Contractor shall furnish final waivers of lien, covering all materials used and subcontracts performed in connection with this Contract. Partial and final lien waivers should be shown in actual amounts. No waivers for \$1.00 or such token amounts will be allowed.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole 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 in the 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 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. 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 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 suppliers 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 either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole

or in part, that party may submit a Claim in accordance with Article 15.

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

§ 9.5.4 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 supplier 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 Contractor shall reflect such payment on its next Application 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.

.1 Contractor's applications for payment will be paid by the Fifteenth (15th) day of each month.

§ 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 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 and suppliers 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 or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to 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 or provided by 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, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then

the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 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.

- .1** The Architect will perform no more than Two (2) inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections.

§ 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; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion 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 the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the 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 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 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. 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 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.

- .1 The Architect will perform no more than One (1) inspection to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections.

§ 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, (5) documentation of any special warranties, such as manufacturers’ warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and 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, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance 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 the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys’ fees, (7) Construction Record Drawings as described in 9.10.2.1.

- .1 Construction Record Drawings:

Significant changes incorporated in the Project construction which differ from the original Contract Drawings shall be indicated on reproducible sepias of Contract Drawings furnished by the Architect, and/or shop drawings as appropriate. Indicate on each drawing (Contract Drawings and shop drawings used for this purpose) in the space provided at the bottom of each drawing (those furnished by the Architect), the following:

CONSTRUCTION CHANGES HAVE BEEN INCORPORATED ON THIS DRAWING

Contractor Address

Date

Project Manager

Or;

CONSTRUCTION CHANGES WERE NOT REQUIRED ON THIS DRAWING

Contractor Address

Date

Project Manager

§ 9.10.2.2. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish at the Contractor's expense 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 attorney’s 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, corrected, 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 the 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.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a 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.

§ 9.11 Liquidated Damages

§9.11.1 Time being of the essence, and in consideration of the award of the Contract to the Contractor, the Contractor agrees to substantially complete the Work within the time frame stated on the Bid Form and stated in the Agreement between the Owner and the Contractor. The Owner's loss being impossible to determine beforehand, the Owner and Contractor mutually agree that the potential loss to the Owner which will be occasioned by Contractor's failure to complete the Work on time is the amount stated on the Bid Form.

§9.11.2 Contractor (and the Contractor's surety, if any), on the occasion of the Contractor's failure to complete the Work as stated in Subparagraph 8.2.1, shall be liable for and shall pay the Owner the following sums, hereinafter stipulated as liquidated damages and not as a penalty, for each calendar day of delay after the date established for Substantial Completion in the Contract Documents until the Work is substantially complete:

- .1 One Thousand Dollars and Zero Cents (\$1,000.00) for each calendar day of delay for days one through thirty after the date of Substantial Completion, and;
- .2 One Thousand Five Hundred Dollars and Zero Cents (\$1,500.00) for each calendar day of delay beyond Thirty (30) days after the date of Substantial Completion.

§9.11.3 Upon claim by the Contractor for delays such as strikes, acts of nature, and other delays not caused by the Contractor's fault or negligence, the Owner may agree with the Contractor to change the agreed upon date for Substantial Completion.

§9.11.4 Owner, on the occasion of the Contractor's successful completion of the Work as stated in Section 3.3.1, shall pay the Contractor the following sums, hereinafter stipulated as incentive payment:

- .1 Five Hundred Dollars and Zero Cents (\$500.00) for each calendar day of completion before the date established for Substantial Completion in the Contract Documents, and;
- .2 No weather delay days will be awarded to Contractor due to typical winter conditions. Only in a situation of a record weather event with daily recorded wind chills at or below -25 degrees; and daily snowfall or blowing snow resulting in a publicly announced local no-travel advisory, will the Owner consider awarding weather delay days to the construction duration period, and;
- .3 Subject to the terms above, the maximum incentive available to the Contractor is limited to Forty (40) calendar days or Twenty Thousand Dollars and Zero Cents (\$20,000.00).

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, a Subcontractor, or a Sub-subcontractor; 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 send notices, make necessary arrangements and provide services required for the care of gas mains, water pipes, steam pipes, sewer pipes, communication conduits, cables, and other equipment or property, assuming responsibility and paying costs for which the Owner may be liable. The Contractor shall consult the Public Service Companies' records to determine the locations and extent of utilities. Existing services shall be maintained without interruption unless new services are provided.

§ 10.2.3 The Contractor shall implement, 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 the owners and users of adjacent sites and utilities of the safeguards.

§ 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.

- .1 When use or storage of explosives or other hazardous materials, substances or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall give the Owner reasonable advance notice;
- .2 If the Contract Documents require the Contractor to handle materials or substances that under certain circumstances may be designated as hazardous, the Contractor shall handle such materials in an appropriate manner.

§ 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. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is 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.

§ 10.2.8 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, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. 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 notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's 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 the material or substance or who are to perform the task of removal or safe containment of the 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 by the amount of the Contractor's reasonable additional costs of shutdown, 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 hazardous 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 hazardous 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 reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances 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 reimburse 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 Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

- .1** Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:
 - (a) Premises Operations (including X, C and U coverage as applicable).
 - (b) Independent Contractors Protective.
 - (c) Personal Injury Liability, with Employment Exclusion deleted.

- (d) Contractual Liability including specified provision for Contractor's obligation under Paragraph 3.18.
 - (e) Owned, non-owned and hired motor vehicles.
 - (f) Excess or Umbrella Liability;
- .2 If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2.
 - .3 Worker's Compensation and Employers' Liability Insurance: The limits shall meet statutory limits mandated by State and Federal Laws.
 - .4 Commercial General Liability Insurance: The limits, including coverage for Premises-Operations, Independent Contractors' Protective, Contractual Liability, and Broad Form Property Damage (including coverage for Explosion, Collapse and Underground hazards) shall be as follows:
 - (a) General Contractor (a.k.a. Prime Contractors by the MHA)
 - \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
 - (b) Subcontractor Contractors (a.k.a. General Contractors by the MHA)
 - \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
 - (c) If this insurance is written on a Commercial General Liability policy form, the certificates shall be ACORD Form 25-S, completed and supplemented in accordance with AIA Document G715, Instruction Sheet and Supplemental Attachment for ACORD Certificate of Insurance 25-S.
 - .5 These policies shall be endorsed to have the General Aggregate apply to this Project only.
 - .6 The Contractual Liability insurance shall include coverage sufficient to meet the obligations in AIA Document A201 under Paragraph 3.18.
 - .7 Products and Completed Operations insurance shall be maintained for a minimum period of One (1) year after the expiration of the period for correction of the Work.
 - .8 Umbrella or Excess Liability coverage:
 - (a) General Contractor (a.k.a. Prime Contractors by the MHA):
 - \$10,000,000 Over Primary Insurance
 - (b) Subcontractor Contractors (a.k.a. General Contractors by the MHA)
 - \$1,000,000 Over Primary Insurance (Note that this amount is less than the \$2,000,000 required for Subcontractors' Aggregate insurance.)
 - (c) If this insurance is written on a Commercial General Liability policy form, the certificates shall be ACORD Form 25-S, completed and supplemented in accordance with AIA Document G715, Instruction Sheet and Supplemental Attachment for ACORD Certificate of Insurance 25-S.
 - .9 The Contractor shall furnish one copy each of Certificates of Insurance herein required for each copy of the Agreement which shall specifically set forth evidence of coverage required by Subparagraphs 11.1.1, 11.1.2 and 11.1.3. The Contractor shall furnish to the Owner, copies of endorsements that are subsequently issued amending coverage or limits.

§ 11.1.2 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Contractor's usual source, and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to 100 percent of the Contract Sum.

- .1 The Contractor shall deliver the required bonds to the Owner not later than three (3) days following the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.
- .2 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.
- .3 The Owner at its discretion may consider Sub-Contractor Default Insurance (SDI) in lieu of, or in addition to the Performance and Payment Bond. The bond obligations will be negotiated by the Owner with the selected

General Contractor at the time the Contract for Construction is finalized.

§ 11.1.3 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.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance 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 11.2 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.2.1.1 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.

§ 11.2.1.2 The Owner at its discretion may elect to have the Builders Risk insurance policy provided by the General Contractor in lieu of providing the risk insurance coverage themselves. The Builder's Risk Insurance obligations will be negotiated by the Owner with the selected General Contractor at the time the Contract for Construction is finalized.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement

coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

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, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before 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 any 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 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 make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. 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 2.5.

§ 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 of the Owner or Separate Contractors, whether completed or partially completed, 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, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 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 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 the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 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.

§ 13.3.2 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 thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 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 tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 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 13.4.1, 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 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 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.

§ 13.4.4 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.

§ 13.4.5 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.

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

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

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 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, 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 reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, 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' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work 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' 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 or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .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 reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner 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' 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 shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall 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 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.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

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, a change in the Contract Time, 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. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker whether or not the effect has been determined in terms of time or money. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 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.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 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.

§ 15.1.6.2 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.

§ 15.1.6.3 Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis if the Claim.

§ 15.1.6.4 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progresses of the Work, or for concurrent delays due to the fault of the Contractor.

§ 15.1.7 Waiver of 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 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision

Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to informal mediation by a representative designated by each party and, if the parties fail to resolve their dispute through informal mediation, to a complaint filed in the Fort Berthold District Court.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 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 Informal 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 Sub Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to informal mediation as a condition precedent to any complaint filed in the Fort Berthold District Court.

§ 15.3.2 The parties shall endeavor to resolve their Claims by informal mediation through representatives designated by each party. A request for informal mediation shall be made in writing and delivered to the other party to the Contract.

§ 15.3.3 Either party may, within 30 days from the date that informal mediation has been concluded without resolution of the dispute or 60 days after informal mediation has been demanded without resolution of the dispute, file a complaint in the Fort Berthold District Court.

§ 15.3.4 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.

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DOCUMENT 00 7300 - SUPPLEMENTARY CONDITIONS OF THE CONTRACT

1.1 SUPPLEMENTARY CONDITIONS OF THE CONTRACT, GENERAL

- A. The following supplements modify, change, delete from or add to the AIA Document A201, 2017 – “General Conditions of the Contract for Construction”. Where an Article, Paragraph, Subparagraph or Clause contained in the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

1.2 ARTICLE 1 – GENERAL PROVISIONS

A. Section 1.1 Basic Definitions.

1. Sub Section 1.1.1 The Contract Documents.

a. Add Sub Section 1.1.1.1

- 1) 1.1.1.1 General Contractor (a.k.a. Prime Contractors in accordance with MHA) and Subcontractor Contractors (a.k.a. General Contractors in accordance with MHA) shall comply with the Mandan Hidatsa and Arikara (MHA) Tribal Employment Rights Ordinances (TERO), which require preference in contracting and subcontracting to Indian-Owned firms by all contract awarding entities operating within the boundaries of the lands over which the Mandan Hidatsa and Arikara Nation has jurisdiction.

NOTE: TERO Fees DO apply to this on-reservation project.

MHA TERO documents may be obtained by contacting:

Tribal Employment Rights Office
Three affiliated Tribes
Fort Berthold Indian Reservation
MHA TERO/Energy Building PO Box 488
New Town, ND 58763-0488
Phone number: 701-627-3634
Website: <https://mhatero.com/>

Contact: Duane Young Bird
Email: dmyoungbird@mhanation.com
Cell: 701-421-0633

2. Sub Section 1.1.3 The Work.

a. Add Sub Section 1.1.3.1

- 1) 1.1.3.1 Use of the word "furnish" shall mean "to supply and deliver to the Project site, ready for installation"; use of the word "install" shall mean "to place in position for service or use"; and use of the word "provide" shall mean "furnish and install, complete and ready for intended use"; use of the words "as indicated" shall mean "as indicated, shown or noted on the Project Drawings"; use of the words "as specified" shall mean "as specified in the Project Specifications or as specified on the Project Drawings".

B. Section 1.2 Correlation and Intent of the Contract Documents:

1. Sub Section 1.2.1

a. Add the following sentence to the end of Sub Section 1.2.1:

- 1) In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by addendum, the better quality or greater quantity of work shall be provided in accordance with the Architect's interpretation.

2. Sub Section 1.2.2

a. Add the following sentence to the end of Sub Section 1.2.2:

- 1) Wherever a provision of a Section of the Specifications conflicts with any agreements or regulations in force among members of a Trade Association, Union, or Council, which regulates or distinguishes what work shall or shall not be included in the work of any particular trade, the Contractor shall make necessary arrangements to reconcile such conflicts without delay, damage, or cost to the Owner and without recourse to the Architect or the Owner.

C. Section 1.2.4 Conflicting Conditions

1. Sub Section 1.2.4

a. Add Sub Section 1.2.4.

- 1) 1.2.4 Standard specifications, rules, codes, instructions, recommendations and references referred to in the Project Specifications shall be the latest edition unless specific edition is specified. If standard specifications are revised prior to completion of any part of the work to which such revisions would pertain, the Contractor may, if approved by the Architect, perform such work in accordance with the revised specifications. Standard specifications, except as modified in the Project Specifications, shall have full force and effect as though included in the Project Specifications.

b. Add Sub Section 1.2.5

- 1) 1.2.5 Sections of Division 01 "General Requirements" shall govern the execution of all sections of the Specifications.

1.3 ARTICLE 2 - OWNER

A. Section 2.1 General.

1. Add the following sentence to the end of Sub Section 2.1.1:

a. "Owner", as used in the Contract Documents, shall mean:

Three Affiliated Tribe | Mandan, Hidatsa & Arikara Nation, Fort Berthold
Reservation, 307 5th Avenue, New Town, ND 58763-9402,
C/o Mark N Fox, Chairman
MHA Nation Tribal Business Council.

B. Section 2.2 Evidence of the Owner's Financial Arrangements.

1. Delete Sub Section 2.2.5 in its entirety and substitute the following:

- a. 2.2.5 The Contractor may use the Architect's electronic file sharing service, "WeTransfer" for the purpose of downloading electronic copies of the Contract Documents, including Drawings, the Project Manual, Addenda issued prior to Contract Award, and modifications issued after Contract Award, at the discretion

of the Architect. Access to the Project file sharing service may be granted by contacting the Architect and obtaining access for this express use ONLY. Use of these electronic Documents other than for performing the Work of the Project by the Contractor is prohibited, without written authorization from the Architect.

2. Add Sub Section 2.2.6
 - a. The Owner will procure and bear costs of structural tests and special structural and fire code inspections as required by the applicable building code.

1.4 ARTICLE 3 - CONTRACTOR

A. Section 3.1 General

1. Delete Sub Section 3.1.2 in its entirety and substitute the following:
 - a. 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents and the general design intent reasonably inferable from the Contract Documents.
 - .1 The Contractor shall review specified construction and installation procedures (including those recommended by manufacturers) prior to implementation and shall advise the Architect in writing:
 - (a) if the specified procedures deviate from good construction practice;
 - (b) if following the procedures will affect warranties, and;
 - (c) of objections the Contractor may have to the procedures.
 - .2 If the Contractor is uncertain as to the interpretation or design intent of the Contract Documents, the Contractor shall be responsible to request in writing an interpretation from the Architect, in accordance with Sub-paragraphs 4.2.11 and 4.2.12.

B. Section 3.2 Review of Contract Documents and Field Conditions by Contractor

1. Sub Section 3.2.2
 - a. Add Subsection 3.2.2.1
 - 1) 3.2.2.1 The Architect shall have no liability to the Contractor, any Subcontractor, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work or supplying materials, for damages or delay resulting from errors, inconsistencies or omissions in the Contract Documents. If the Contractor, any Subcontractor, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work, performs any construction activity without knowing it involves an error, inconsistency or omission in the Contract Documents, their sole remedies shall be governed by the procedures and terms for Contractor's claims against the Owner provided under Article 15.
2. Sub Section 3.2.4
 - a. Add the following to the end of Sub Section 3.2.4
 - 1) ,unless the Contractor recognized such error, inconsistency, omission, or difference and knowingly failed to report it to the Architect.
3. Add Sub Section 3.2.5

- a. 3.2.5 The Owner shall be entitled to deduct from the Contract Sum, amounts paid to the Architect for the Architect to evaluate and respond to the Contractor's requests for information, where such information was 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.
- C. Section 3.3 Supervision and Construction Procedures
1. Sub Section 3.3.1
 - a. Delete the last 2 lines in the second sentence beginning with the words "unless the Contract Documents."
- D. Section 3.4 Labor and Materials
1. Sub Section 3.4.2
 - a. Add the following sentence to Sub Section 3.4.2.
 - 1) The Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements of the Specifications (Division 01 of the Specifications).
 - .1 By making requests for substitutions based on Sub Section 3.4.2, the Contractor:
 - (a) represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
 - (b) represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
 - (c) certifies that the cost data presented is complete and includes all related costs under this Contract but excludes costs under separate contracts, and excludes the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
 - (d) will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.
 2. Add Sub Section 3.4.4
 - a. 3.4.4 The Owner shall be entitled to deduct from the Contract Sum, amounts paid to the Architect to evaluate the Contractor's proposed substitutions and to make agreed-upon changes in the Drawings and Specifications made necessary by the Owner's acceptance of such substitutions.
- E. Section 3.5 Warranty
1. For clarification only, the original information under Section 3.5 shall become Sub Section 35.1.
 2. Add Sub Section 3.5.3
 - a. 3.5.3 Manufacturer's product warranty shall not relieve the Contractor of general warranty obligations.
- F. Section 3.7 Permits, Fees, Notices and Compliance with Laws
1. Sub Section 3.7.1

- a. Add Sub Section 3.7.1.1
 - 1) 3.7.1.1 The Contractor, on behalf of the Owner, will make application for, and pay for fees required to cover SAC charges and WAC charges. Contractor shall include these charges in the Contract Sum.

- G. Section 3.8 Allowances
 - 1. Paragraph 3.8.2.2
 - a. Delete semicolon at the end of Paragraph 3.8.2 and add the following:
 - 1) except that if installation is included as part of an allowance in Divisions 01 through 48 of the Specifications, the installation and labor cost for greater or lesser quantities of Work shall be determined in accordance with Subparagraph 7.3.4.

- H. Section 3.12 Shop Drawings, Product Data and Samples
 - 1. Sub Section 3.12.7
 - a. In the last line of Sub Section 3.12.7, change the word "approved" to "accepted".

 - 2. Sub Section 3.12.8
 - a. In the second line of Sub Section 3.12.8, change the word "approval" to "acceptance".
 - b. In the fourth line of Sub Section 3.12.8, change the word "approval" to "acceptance".
 - c. In the last line of Sub Section 3.12.8, change the word "approval" to "acceptance".

 - 3. Sub Section 3.12.10.1
 - a. Paragraph 3.12.10.1
 - 1) In the sixth sentence of Paragraph 3.12.10.1, beginning with the words "Pursuant to this Section...", change the word "approve" to "accept".

 - b. Add Sub Section 3.12.10.3
 - 1) 3.12.10.3 The Architect's review of Contractor's submittals will be limited to examination of an initial submittal and One (1) re-submittal. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to deduct from the Contract Sum; amounts paid to the Architect for evaluation of such additional resubmittals.

- I. Section 3.14 Cutting and Patching
 - 1. Add Sub Section 3.14.3
 - a. 3.14.3 Altering or cutting of structural members will not be allowed without written approval of the Structural Engineer.

- 1.5 ARTICLE 4 - ARCHITECT
 - A. Section 4.1 General
 - 1. Sub Section 4.1.1
 - a. Add the following at the end of Sub Section 4.1.1:
 - 1) Whenever the Architect is referred to herein, it shall be understood to mean Architect and/or Architect's consultants defined herein.

- .1 Architect of Record
RML Architects, LLC
275 Market Street, Suite 313 Minneapolis, MN 55405
Contact: Randall M. Lindemann, AIA, LEED AP
Office Phone: 612-429-0103
Mobile Number: 612-655-7222
Email: RLindemann@RML-architects.com
- .2 Interior Designer
Headwaters Development
6757 Karmen Avenue, NE
Albertville, MN 55301
Contact: Carissa Pouliot, CID, Vice President
Phone: 612-600-3285
E-mail: CLP@Headwaters.build
- .3 Structural Engineer:
Albertson Engineering, Inc.
3202 W. Main, Suite C Rapid City, SD 57701
Contact: David Leppert, PE
Office Phone: 605-343-9606
Email: david@albertsonengineering.com
- .4 Civil Engineer:
Swenson, Hagen & Company P.C.
909 Basin Avenue Bismarck, ND 58504
Contact: Lon Romsaas, PE
Office Phone: 701-223-2600
Email: lromsaas@swensonhagen.com
- .5 Landscape Designer:
Swenson, Hagen & Company P.C.
909 Basin Avenue Bismarck, ND 58504
Contact: Lon Romsaas, PE
Office Phone: 701-223-2600
Email: lromsaas@swensonhagen.com
- .6 Mechanical, Plumbing and Electrical Engineers:
Smith & Boucher, Inc.
25618 West 103rd Street Olathe KS 66061
Contact: Matthew J. Pellman, PE, CGD
Office Phone: 913-344-0046
Mobile Phone: 913-302-8708
Email Address: mpellman@smithboucher.com
- .7 Food Service Designer:
Boelter Food Service Design
7120 Northland Terrace North, Minneapolis, MN 55428
Contact: Dennis Hahn
Office Phone: 612-851-2309

Email Address: dhahn@boelter.com

2. Add Sub Section 4.1.3
 - a. 4.1.3 The Architect shall have no liability to the Contractor, any Subcontractor, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work or supplying materials, for damages, delays, defects or deficiencies in the Work.
- B. Section 4.2 Administration of the Contract
 1. Sub Section 4.2.2
 - a. Add the following to the end of Sub Section 4.2.2:
 - 1) The Contractor may not rely upon the Architect's periodic site visits or reports to the Owner as confirmation that the Work is being performed in accordance with the Contract Documents.
 - b. Add Sub Section 4.2.2.1
 - 1) 4.2.2.1 The Contractor shall reimburse the Owner for compensation paid to the Architect for additional site visits made necessary by the fault, neglect or request of the Contractor.
 2. Sub Section 4.2.4
 - a. For clarification only, Sub Section 4.2.4 is titled:
 - 1) 4.2.4 Communications Facilitating Contract Administration
 - b. Add the following sentence to the end of Sub Section 4.2.4:
 - 1) Direct communications between the Owner and the Contractor that affect the performance or administration of the Work shall be made or confirmed in writing, with copies to the Architect.
 3. Sub Section 4.2.7
 - a. In the first sentence Sub Section 4.2.7, delete the words "approve" and "other".
 - b. In the last sentence Sub Section 4.2.7, change the word "approval" to "acceptance".

1.6 ARTICLE 5 - SUBCONTRACTORS

- A. Section 5.1 Definitions
 1. Sub Section 5.1.1
 - a. Add Sub Section 5.1.1.1
 - 1) 5.1.1.1 Wherever the term "Subcontractor(s)" appears in the Contract Documents, it shall also mean material and equipment suppliers, and shall extend to them the same contractual responsibilities and rights afforded Subcontractors.
- B. Section 5.2 Award of Subcontracts and Other Contracts for Portions of the Work
 1. Sub Section 5.2.1
 - a. In the second line of Sub Section 5.2.1, between the words "Contract" and "shall", add "but not later than 14 days from the Contract Date,".
 - b. Add Paragraph 5.2.1.1

.1 5.2.1.1 If adequate data on a proposed manufacturer or an installer is not available, the Architect may state that action will be deferred until the Contractor provides further data.

c. Add Paragraph 5.2.1.2

.2 5.2.1.2 Failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the Contract Documents, and all products furnished by the listed manufacturer must conform to such requirements.

1.7 ARTICLE 7 – CHANGES IN THE WORK

A. Section 7.2 Change Orders

1. Add Sub Section 7.2.2

a. 7.2.2 The Architect's signature on a Change Order indicates only that the Architect acknowledges the Owner's and Contractor's mutual acceptance of the items outlined in Sub Section 7.2.1 and its subsequent Paragraphs.

2. Add Sub Section 7.2.3

a. 7.2.3 Overhead, profit or commission applied to the material, labor and subcontractor costs, excluding applicable taxes and bond:

.1 The maximum that will be allowed for overhead and profit shall be as follows, expressed as a percentage of the basic cost of the change. The maximum allowable percentages for profit, overhead and commission may be less, depending on the nature, extent or complexity of the change, where the percentage is not commensurate with the responsibility and administration involved, (such as the Contractor merely processing a substantial Change Order to a Subcontractor) but in no event shall they exceed the following:

.2 For the Contractor, for the Work performed by the Contractor's own work force, 10 percent of the costs.

.3 For the Contractor, for Work performed by the Contractor's Subcontractor, 5 percent of the amount due the subcontractor.

.4 For each Subcontractor or Sub-subcontractor involved, for work performed by that Subcontractor's or Sub-subcontractor's own forces, 10 percent of the costs.

.5 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, 5 percent of the amount due the Sub-subcontractor.

B. Section 7.4 Minor Changes in the Work

1. Sub Section 7.4.1

a. For clarification only, the information in this Section shall be preceded by the numerical identification: 7.4.1

2. Add Sub Section 7.4.2

a. 7.4.2 The Architect may issue a written order authorizing such minor changes in the work without the Owner's or Contractor's signature.

1.8 ARTICLE 9 – PAYMENTS AND COMPLETION

A. Section 9.3 Applications for Payment

1. Sub Section 9.3.1

a. Add the following sentence to the end of Sub Section 9.3.1

- 1) The form of Application for payment, duly notarized, shall be a current authorized edition of AIA Document G702, Application and Certificate for Payment, supported by a current authorized edition of AIA Document G703, Continuation Sheet.

b. Add Sub Section 9.3.1.3

- 1) 9.3.1.3 Until the Work is 50 percent complete, the Owner will pay 90 percent of the amount due to the Contractor and retain 10 percent on account of progress payments. Upon 50% Completion, the Owner may reduce the remaining amount retained to 5 percent of the Contract completed. The amount withheld by the Owner for the first 50% Completion will continue to be retained. Such reduced retainage as then determined, will be continued until completion of all work and acceptance by the Owner.

2. Sub Section 9.3.3

a. Add Paragraph 9.3.3.1

- .1 9.3.3.1 It shall be the duty of the Contractor to observe provisions in the lien laws of the state and the Mandan Hidatsa and Arikara (MHA) Tribal Employment Rights Ordinances (TERO), and furnish papers, when necessary, for the protection of the interests of the Owner.

b. Add Paragraph 9.3.3.2

- .2 9.3.3.2 The Contractor shall furnish to the Architect, along with each request for payment (except the first), receipted bills or partial or final (as the case may be) lien releases covering all material used and subcontracts performed in connection with this Contract through the date of the current billing.

c. Add Paragraph 9.3.3.3

- .3 9.3.3.3 Should the Contractor fail to do this, request for payment by the Contractor will not be certified. Before final payment will be made, the Contractor shall furnish final waivers of lien, covering all materials used and subcontracts performed in connection with this Contract. Partial and final lien waivers should be shown in actual amounts. No waivers for \$1.00 or such token amounts will be allowed.

B. Section 9.6 Progress Payments

1. Sub Section 9.6.1

a. Add Paragraph 9.6.1.1

- 1) 9.6.1.1 Contractor's applications for payment will be paid by the Fifteenth (15th) day of each month.

C. Section 9.8 Substantial Completion

1. Sub Section 9.8.3

- a. Add Paragraph 9.8.3.1
 - 1) 9.8.3.1 The Architect will perform no more than Two (2) inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections.
- D. Section 9.10 Final Completion and Final Payment
1. Sub Section 9.10.1
 - a. Add Paragraph 9.10.1.1
 - .1 9.10.1.1 The Architect will perform no more than One (1) inspection to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections.
 2. Delete Sub Section 9.10.2 in its entirety and substitute with the following:
 - a. 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, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and 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, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance 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 the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees, (7) Construction Record Drawings as described in 9.10.2.1.
 - .1 Construction Record Drawings:
Significant changes incorporated in the Project construction which differ from the original Contract Drawings shall be indicated on reproducible sepias of Contract Drawings furnished by the Architect, and/or shop drawings as appropriate. Indicate on each drawing (Contract Drawings and shop drawings used for this purpose) in the space provided at the bottom of each drawing (those furnished by the Architect), the following:

CONSTRUCTION CHANGES HAVE BEEN INCORPORATED ON THIS DRAWING

Contractor Name and Address

Date

Project Manager

Or if no changes, the following:

CONSTRUCTION CHANGES WERE NOT REQUIRED ON THIS DRAWING

Contractor Name and Address

Date

Project Manager

3. Sub Section 9.10.2

a. Add Sub Section 9.10.2.2

- 1) 9.10.2.2 If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish at the Contractor's expense 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 attorney's fees

E. Add Section 9.11 Liquidated Damages

1. 9.11 Liquidated Damages

a. Add Sub Section 9.11.1

- 1) 9.11.1 9.11.1 Time being of the essence, and in consideration of the award of the Contract to the Contractor, the Contractor agrees to substantially complete the Work within the time frame stated on the Bid Form, and stated in the Agreement between the Owner and the Contractor. The Owner's loss being impossible to determine beforehand, the Owner and Contractor mutually agree that the potential loss to the Owner which will be occasioned by Contractor's failure to complete the Work on time is the amount stated on the Bid Form.

b. Add Sub Section 9.11.2

- 1) 9.11.2 Contractor (and the Contractor's surety, if any), on the occasion of the Contractor's failure to complete the Work as stated in Subparagraph 8.2.1, shall be liable for and shall pay the Owner the following sums, hereinafter stipulated as liquidated damages and not as a penalty, for each calendar day

of delay after the date established for Substantial Completion in the Contract Documents until the Work is substantially complete:

- .1 One Thousand Dollars and zero cents (\$1,000.00) for each calendar day of delay for days one through thirty after the date of Substantial Completion, and;
 - .2 One Thousand Five Hundred Dollars and zero cents (\$1,500.00) for each calendar day of delay beyond Thirty (30) days after the date of Substantial Completion.
- c. Add Sub Section 9.11.3
- 1) 9.11.3 Upon claim by the Contractor for delays such as strikes, acts of nature, and other delays not caused by the Contractor's fault or negligence, the Owner may agree with the Contractor to change the agreed upon date for Substantial Completion.
- d. Add Sub Section 9.11.4
- 1) 9.11.4 Owner, on the occasion of the Contractor's successful completion of the Work as stated in Section 3.3.1, shall pay the Contractor the following sums, hereinafter stipulated as incentive payment:
 - .1 Five Hundred Dollars and zero cents (\$500.00) for each calendar day of completion before the date established for Substantial Completion in the Contract Documents, and;
 - .2 No weather delay days will be awarded to Contractor due to typical winter conditions. Only in a situation of a record weather event with daily recorded air temperature at or below -40 degrees; and daily snowfall or blowing snow resulting in a publicly announced local no-travel advisory, will the Owner consider awarding weather delay days to the construction duration period, and;
 - .3 Subject to the terms above, the maximum incentive available to the Contractor is limited to Forty (40) calendar days or Twenty Thousand Dollars and zero cents (\$20,000.00).

1.9 ARTICLE 10 – SAFETY OF PERSONS AND PROPERTY

- A. Delete Sub Section 10.2.2 in its entirety and substitute with the following:
1. 10.2.2 The Contractor shall send notices, make necessary arrangements and provide services required for the care of gas mains, water pipes, steam pipes, sewer pipes, communication conduits, cables, and other equipment or property, assuming responsibility and paying costs for which the Owner may be liable. The Contractor shall consult the Public Service Companies' records to determine the locations and extent of utilities. Existing services shall be maintained without interruption unless new services are provided.
- B. Sub Section 10.2.4
1. Add Paragraph 10.2.4.1
 - a. 10.2.4.1 When use or storage of explosives or other hazardous materials, substances or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall give the Owner reasonable advance notice.

2. Ad Paragraph 10.2.4.2
 - a. 10.2.4.2 If the Contract Documents require the Contractor to handle materials or substances that under certain circumstances may be designated as hazardous, the Contractor shall take reasonable care and handle such materials in an appropriate manner.

1.10 ARTICLE 11 – INSURANCE AND BONDS

A. Section 11.1 Contractor’s Insurance and Bonds

1. Sub Section 11.1.1
 - a. Add Paragraph 11.1.1.1
 - 1) 11.1.1.1 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:
 - a. Premises Operations (including X, C and U coverage as applicable).
 - b. Independent Contractors Protective.
 - c. Personal Injury Liability, with Employment Exclusion deleted.
 - d. Contractual Liability including specified provision for Contractor's obligation under Section 3.18.
 - e. Owned, non-owned and hired motor vehicles.
 - f. Excess or Umbrella Liability
 - b. Add Paragraph 11.1.1.2
 - 1) 11.1.1.2 If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2.
 - c. Add Paragraph 11.1.1.3
 - 1) 11.1.1.3 Worker's Compensation and Employers' Liability Insurance: The limits shall meet statutory limits mandated by State and Federal Laws.
 - d. Add Paragraph 11.1.1.4
 - 1) 11.1.1.4 Commercial General Liability Insurance: The limits, including coverage for Premises-Operations, Independent Contractors' Protective, Contractual Liability, and Broad Form Property Damage (including coverage for Explosion, Collapse and Underground hazards) shall be as follows:
 - a. General Contractor (a.k.a. Prime Contractors by the MHA \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate
 - b. Subcontractor Contractors (a.k.a. General Contractors by the MHA)
 - c. \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate
 - d. If this insurance is written on a Commercial General Liability policy form, the certificates shall be ACORD Form 25-S, completed and supplemented in accordance with AIA Document G715, Instruction Sheet and Supplemental Attachment for ACORD Certificate of Insurance 25-S

- e. Add Paragraph 11.1.1.5
 - 1) 11.1.1.5 These policies shall be endorsed to have the General Aggregate apply to this Project only.
 - f. Add Paragraph 11.1.1.6
 - 1) 11.1.1.6 The Contractual Liability insurance shall include coverage sufficient to meet the obligations in AIA Document A201 under Section 3.18.
 - g. Add Paragraph 11.1.1.7
 - 1) 11.1.1.7 Products and Completed Operations insurance shall be maintained for a minimum period of One (1) year after the expiration of the period for correction of the Work.
 - h. Add Paragraph 11.1.1.8
 - 1) 11.1.1.8 Umbrella or Excess Liability coverage:
 - a. General Contractor (a.k.a. Prime Contractors by the MHA): \$10,000,000 Over Primary Insurance
 - b. Subcontractor Contractors (a.k.a. General Contractors by the MHA)
 - c. \$1,000,000 Over Primary Insurance (Note that this amount is less than the \$2,000,000 required for Subcontractors' Aggregate insurance.)
 - d. If this insurance is written on a Commercial General Liability policy form, the certificates shall be ACORD Form 25-S, completed and supplemented in accordance with AIA Document G715, Instruction Sheet and Supplemental Attachment for ACORD Certificate of Insurance 25-S
 - i. Add Paragraph 11.1.1.9
 - 1) 11.1.1.9 The Contractor shall furnish one copy each of Certificates of Insurance herein required for each copy of the Agreement which shall specifically set forth evidence of coverage required by Sub Sections 11.1.1, 11.1.2 and 11.1.3. The Contractor shall furnish to the Owner, copies of endorsements that are subsequently issued amending coverage or limits.
2. Delete Sub Section 11.1.2 in its entirety and substitute with the following:
- a. 11.1.2 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to 100 percent of the Contract Sum.
 - .1 The Contractor shall deliver the required bonds to the Owner not later than three (3) days following the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.
 - .2 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

- .3 The Owner at its discretion may consider Sub-Contractor Default Insurance (SDI) in lieu of, or in addition to the Performance and Payment Bond. The bond obligations will be negotiated by the Owner with the selected General Contractor at the time the Contract for Construction is finalized.

B. Section 11.2 Owner's Insurance

1. Delete Sub Section 11.2.1 in its entirety and substitute with the following:
 - a. 11.2.1 The Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance 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 11.2 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.
2. Sub Section 11.2.1
 - a. Add Sub Section 11.2.1.1
 - 1) 11.2.1.1 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.
 - b. Add Sub Section 11.2.1.2
 - 1) 11.2.1 The Owner at its discretion may elect to have the Builders Risk insurance policy provided by the General Contractor in lieu of providing the risk insurance coverage themselves. The Builder's Risk Insurance obligations will be negotiated by the Owner with the selected General Contractor at the time the Contract for Construction is finalized.

1.11 ARTICLE 15 – CLAIMS AND DISPUTES

A. Section 15.1 Claims

1. Sub Section 15.1.3
 - a. Delete the period at the end of the first sentence of Sub Section 15.1.3 and add:
 - 1) "whether or not the effect has been determined in terms of time or money."
2. Sub Section 15.1.6
 - a. Add Sub Section 15.1.6.3

- 1) 15.1.6.3 Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis if the Claim.
 - b. Add Sub Section 15.1.6.4
 - 1) 15.1.6.4 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progresses of the Work, or for concurrent delays due to the fault of the Contractor.
- B. Section 15.2 Initial Decision
1. Sub Section 15.2.5
 - a. Change last sentence in Sub Section 15.2.5 to read:
 - 1) "The initial decision shall be final and binding on the parties but subject to informal mediation by a representative designated by each party and, if the parties fail to resolve their dispute through informal mediation, to a complaint filed in the Fort Berthold District Court."
- C. Section 15.3 Informal Mediation
1. Change heading for Section 15.3 to read "Informal Mediation".
 2. Sub Section 15.3.1
 - a. Delete Sub Section 15.3.1 in its entirety and substitute with the following:
 - 1) 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 Sub Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to informal mediation as a condition precedent to any complaint filed in the Fort Berthold District Court.
 3. Sub Section 15.3.2
 - a. Delete Sub Section 15.3.2 in its entirety and substitute with the following:
 - 1) 15.3.2 The parties shall endeavor to resolve their Claims by informal mediation through representatives designated by each party. A request for informal mediation shall be made in writing and delivered to the other party to the Contract.
 4. Sub Section 15.3.3
 - a. Delete Sub Section 15.3.3 in its entirety and substitute with the following:
 - 1) 15.3.3 Either party may, within 30 days from the date that informal mediation has been concluded without resolution of the dispute or 60 days after informal mediation has been demanded without resolution of the dispute, file a complaint in the Fort Berthold District Court.
 5. Sub Section 15.3.4
 - a. Delete Sub Section 15.3.4 in its entirety and substitute with the following:

- 1) 15.3.4 The parties shall bear the cost of their designated representative. 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.

D. Section 15.4 Arbitration

1. Delete Section 15.4 Arbitration in its entirety.
 - a. Delete all Sub Sections included under Section 15.4
 - b. Delete all Paragraphs included under Section 15.4

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DOCUMENT 00 7336 – EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

1.1 SUMMARY

- A. Document includes:
 - 1. Non-Discrimination policy
 - 2. Affirmative Action Plan
- B. Related Documents:
 - 1. Document 00 2213 “Supplementary Instructions to Bidders”.
 - 2. Document 00 7346 “Wage Determination Schedule”.
 - 3. Document 00 7367 “Tribal Employment Rights Office (TERO)”.
 - 4. Document 00 7400 “Special Conditions”.

1.2 NON-DISCRIMINATION POLICY

- A. It is the policy of Three Affiliated Tribes of North Dakota | Mandan, Hidatsa and Arikara Nation to comply with current federal and state statutes and regulations and in recognition of its obligation to provide equal opportunity for employment for all persons within its jurisdiction, not to discriminate on the basis of sex, race, religion, color, national origin, economic status, disability, age or marital status in any area of Owner’s education program or personnel practices.

1.3 AFFIRMATIVE ACTION PLAN

- A. As required under Title 29, Code of Federal Regulations, Part 30, Amended May 12, 1978, in cooperation with the U. S. Department of Labor, Office of Apprenticeship, an Affirmative Action Plan was developed by the Three Affiliated Tribes of North Dakota and approved by William B. Dutton, State Director, Dated June 10, 2009.
- B. This Project is subject to the requirements of an Affirmative Action Plan ("The Affirmative Action Plan"). Contractors are required to comply with the requirements of The Affirmative Action Plan and to complete all documentation required by The Affirmative Action Plan.
 - 1. The “TERO Ordinance and Regulations” may be obtained from the Three Affiliated Tribes | MHA Nation Tribal Employment Rights Office.

Tribal Employment Rights Office
Three affiliated Tribes
Fort Berthold Indian Reservation
MHA TERO/Energy Building PO Box 488
New Town, ND 58763-0488
Phone number: 701-627-3634
Website: https://mhatero.com/wp-content/uploads/2025/03/AXT_14_10Q4K.pdf

Contact: Dewey Hosie
Email: dhosie@mhanation.com

RML ARCHITECTS
PROJECT NUMBER 22-1010

PARSHALL HOTEL and LAUNDROMAT
PARSHALL, ND

Direct: 701-627-3634
Cell: 701-421-8970

END OF DOCUMENT 00 7336

DOCUMENT 00 7337 – TRIBAL EMPLOYMENT RIGHTS OFFICE (TERO)

1.1 SUMMARY

- A. Document includes:
 - 1. TERO Ordinance
 - 2. TERO License
 - 3. TERO Compliance Plan
 - 4. TERO Fees

- B. Related Documents:
 - 1. Document 00 2213 “Supplementary Instructions to Bidders”.
 - 2. Document 007336 “Equal Employment Opportunity Requirements”.
 - 3. Document 00 7346 “Wage Determination Schedule”.
 - 4. Document 00 7400 “Special Conditions”.

1.2 TERO ORDINANCE

- A. All Contractors are required to comply with the Three Affiliated Tribe | MHA Nation TERO Ordinance.

- B. The Three Affiliated Tribes |MHA Nation Tribal Employment Rights Ordinance (TERO) requires that all employers engaged in business within the boundaries of the Three Affiliated Tribes | MHA Nation give preference to qualified Indians and Indian-Owned businesses in all aspects of employment, contracting, and all other business or economic development activities.

- C. The "TERO Ordinance and Regulations of the Three Affiliated Tribes; Mandan, Hidatsa and Arikara", dated May 8, 2012, are hereby made a part of this Project Manual.
 - 1. The “TERO Ordinance and Regulations” may be obtained from the Three Affiliated Tribes | MHA Nation Tribal Employment Rights Office.

Tribal Employment Rights Office
Three affiliated Tribes
Fort Berthold Indian Reservation
MHA TERO/Energy Building PO Box 488
New Town, ND 58763-0488
Phone number: 701-627-3634
Website: https://mhatero.com/wp-content/uploads/2025/03/TERO-Ordinance-Rev.-2022-11_15_22.pdf

Contact: Dewey Hosie
Email: dhosie@mhanation.com
Direct: 701-627-3634
Cell: 701-421-8970

1.3 TERO LICENSE

- A. All Contractors are required to have a current TERO license. Refer to MHA's TERO website for Form 10-G, fees and filing instructions.
<https://mhatero.com/wpcontent/uploads/2025/03/10-G.pdf>

1.4 TERO COMPLIANCE PLAN

- B. All Contractors are required to complete a TERO Compliance Plan. All Contractors will comply with submitted and approved TERO Compliance Plan. Efforts to meet employment goals is strongly encouraged and required as tradespeople are available.
- A. A TERO Compliance Plan must be filled out completely by General Contractors who intend to perform any work on the Fort Berthold Indian Reservation. The form may be obtained at the MHA TERO website: <https://mhatero.com/wp-content/uploads/2025/03/compliance-plan-2024.pdf>

1.5 TERO FEES

- C. TERO fee requirements apply to this project. Website: <https://mhatero.com/wp-content/uploads/2025/03/Tero-fees-revised.pdf>

END OF DOCUMENT 00 7337

DOCUMENT 00 7346 – WAGE DETERMINATION SCHEDULE

1.1 SUMMARY

- A. Document includes:
 - 1. Labor laws
 - 2. Wage rates
- B. Related Documents:
 - 1. Document 00 2213 “Supplementary Instructions to Bidders”.
 - 2. Document 00 7336 “Equal Employment Opportunity Requirements”.
 - 3. Document 00 7337 “Tribal Employment Rights Office (TERO)”.
 - 4. Document 00 7400 “Special Conditions”.

1.2 LABOR LAWS

- A. All Contractors and Subcontractors are required to comply with the labor laws of the Three Affiliated Tribes of North Dakota | Mandan, Hidatsa and Arikara Nation, the State of North Dakota and all other laws, ordinances, and legal requirements affecting their work in the sovereign nation of the Three Affiliated Tribes of North Dakota | Mandan, Hidatsa and Arikara Nation and the State of North Dakota.

1.3 WAGE RATES

- A. Nothing in the Owner/Contractor Agreement shall be construed to prohibit the Contractor or Subcontractors from paying these wage rates.
- B. To facilitate compliance pursuant to the statute, these wage determinations were prepared for different trades for which labor for this Project would be secured. Information pertaining to the prevailing wage rates, prevailing hours of labor and hourly basic rates may be obtained from the governmental offices of the United States Bureau of Labor Statistics.
 - 1. Prevailing wage rates may be obtained from the North Dakota Labor Market Information website: <https://www.ndlmi.com>
 - a. Under the heading “Quick Links”, click on “Employment and Wages by Occupation”
 - b. Scroll to the bottom left hand side of the “Employment and Wages by Occupation” web page and click on “Reports”.
 - c. Click on “2024 Report” for a PDF copy of the document
 - 2. Alternatively, the report can be downloaded directly from the following URL:
https://www.ndlmi.com/admin/gsipub/htmlarea/uploads/lmi_empwagesocc2024.pdf
- C. Any wage determinations which are found not to be promulgated do not relieve the Contractor from any responsibility for paying the prevailing wage rate of the trade. Additional classifications may develop between certifications by the US Bureau of Labor Statistics.

- D. Wage rates must be posted in at least one conspicuous place for the employees working on this Project. Failure to do so, by the Contractor, Subcontractors, or agents, who after executing a contract in compliance with this Document, pays to any laborer, worker, or mechanic employed directly on the Project, a lesser wage for work done on the Project than the prevailing wage rate, shall be held to the laws of the Three Affiliated Tribes of North Dakota | Mandan, Hidatsa and Arikara Nation and the United States Department of Labor.

END OF DOCUMENT 00 7346

DOCUMENT 00 7400 – SPECIAL CONDITIONS

1.1 SUMMARY

- A. Document includes:
 - 1. Regulations
 - 2. Labor Laws
 - 3. Payroll Taxes
 - 4. Worker’s Compensation Insurance

- B. Related Documents:
 - 1. Document 00 2213 “Supplementary Instructions to Bidders”.
 - 2. Document 007 336 “Equal Employment Opportunity Requirements”.
 - 3. Document 00 7346 “Wage Determination Schedule”.
 - 4. Document 00 7367 “Tribal Employment Rights Office (TERO)”.

1.2 REGULATIONS

- A. All Contractors shall comply with the requirements of all local and state laws, ordinances, rules, and codes. Regulations of all authorities having jurisdiction over construction of the project shall apply to the contracts throughout, and they will be deemed to be included in the contract the same as though herein written out in full. Permits to perform the Work shall be purchased and paid for by the Contractor performing such Work.

1.3 LABOR LAWS

- A. The Contractor shall strictly observe all laws, ordinances, official rules and regulations concerning the hours of work, age, compensation, working conditions, and protection of employees.

1.4 PAYROLL TAXES

- A. All payroll taxes shall be paid by the Contractor.

1.5 WORKER’S COMPENSATION INSURANCE

- A. The Contractor shall submit three (3) copies of the Contractor’s current Certificate of Worker's Compensation Insurance to the Owner upon notice of award of the contract.

END OF DOCUMENT 00 7400

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SECTION 01 1000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Drawings, the provisions of the Contract, including General Conditions, Supplementary Conditions, Special Conditions and the Division 01 General Requirements, apply to the Work of this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Project information.
 - 2. Multiple Bid Packages.
 - 3. Bid Package 1.0, Site Preparation Summary
 - 4. Bid Package 2.0R1, General Construction Summary
 - 5. Work under Owner's separate contracts.
 - 6. Contractor's access and use of site.
 - 7. Laying out work.
 - 8. Coordination with other trades.
 - 9. Measurements and acceptance of preceding work.
 - 10. Protection of work and property.

1.3 PROJECT INFORMATION

- A. Project Identification: Parshall Hotel and Laundromat, Parshall, ND
- B. Owner: MHA Nation (Mandan, Hidatsa, Arikara | Three Affiliated Tribes of North Dakota).
 - 1. Owner's Representative: Brianna Foote
- C. Architect: RML Architects, LLC.
 - 1. Architect's Representative: James Horwath, R.A.
- D. Architect's Consultants: Architect has retained the following design professionals, who have prepared designated portions of the Contract Documents:
 - 1. Civil Engineer and Landscape Design: Swenson Hagen & Company.
 - 2. Structural Engineer: Albertson Engineering Inc.
 - 3. Mechanical Engineer: Smith & Boucher, Inc.
 - 4. Electrical Engineer: Smith & Boucher, Inc.
 - 5. Interior Designer: Headwaters Development
 - 6. Food Service Designer: Boelter Foodservice Design

1.4 MULTIPLE BID PACKAGES

- A. Construction Documents for this Project will be issued in a series of Bid Packages, each defining the Work under individual Contracts. Coordinate the Work under this Contract with separate contracts defined by other work packages.

1.5 BID PACKAGE 1.0 "SITE PREPARATION" SUMMARY

- A. Site work: This phase of Work has been completed.
 - 1. Grubbing and clearing of existing trees, shrubs, abandoned electrical utility lines, abandoned sewer and water lines, existing concrete pads, light poles and other items not associated with the new project.
 - 2. Removal of unsuitable soils.
 - 3. Excavation for building footings and foundations in preparation of their installation in Phase 2.
- B. Commencement of Construction:
 - 1. Start Date: Work of this phase shall commence by 11/26/2025.
 - 2. This phase of Work has been completed.
- C. Substantial Completion:
 - 1. By 12/31/2025.
 - 2. This phase of Work has been completed.

1.6 BID PACKAGE 2.0R1 "GENERAL CONSTRUCTION" SUMMARY

- A. Work of the General Construction Contract includes remaining Work not identified as Work under other contracts and the following:
- B. Site improvements including, but not limited to:
 - 1. Site water supply and distribution.
 - 2. Provide flanged connection point 12" above finished floor for connection to fire suppression system. (Fire suppression by others.)
 - 3. Site sanitary sewerage.
 - 4. Site storm drainage.
 - 5. Parking lots, curbs, pedestrian paving, site equipment, and landscaping.
 - 6. Trash enclosure and fencing.
- C. Footings and foundations, including, but not limited to:
 - 1. Cast concrete footings and foundation walls
 - 2. Cast concrete slab as part of the building crawl space.
 - 3. Cast concrete elevator pit slab and walls.
 - 4. Foundation insulation, water proofing system and foundation drain system.
 - 5. Clean compacted backfill at foundation.
- D. Non-modular superstructure, including but not limited to:
 - 1. Framing of ancillary areas in the building unable to be fabricated in the modular factory including structural steel framing and wood framing.

2. First floor hotel Vestibule, Lobby/Check-in, Fitness, and Dining.
 3. Storm shelter consisting of cast in place concrete walls and precast concrete plank lid.
 4. Pre-engineered sloped wood roof trusses and main building roof and “dormer” roof.
- E. Exterior closure not part of the modular units, including, but not limited to walls, parapets, doors, windows, and louvers.
1. First floor exterior wood stud wall in front of concrete storm shelter (Fitness) including windows and louvers.
 2. First floor exterior wood stud wall and doors at main vestibule.
 3. First floor exterior wood stud wall, windows and louvers at Dining.
 4. “Dormer” walls above second floor module at hotel entry.
 5. Automatic entrances at hotel and laundromat vestibules
 6. Aluminum storefronts at Stairs and Laundromat
 7. Cladding, including engineered wood siding and trim, brick veneer, precast sills and medallions.
 8. Roof eave fascia and soffit.
- F. Roofing, including, but not limited to roof insulation, coverings, flashings, roof specialties and roof accessories.
1. Asphalt shingles at slope roofs.
 2. Rigid insulation and cover boards at flat roofs.
 3. Blown insulation and rafter baffle vents at sloped roofs.
 4. EPDM membrane at flat roofs.
 5. Copings.
 6. Roof hatch.
 7. Roof edge drainage including gutters, scuppers and downspouts.
- G. Interior construction, including partitions, doors, and fittings.
1. Hotel corridors and stairs.
 - a. Gypsum wall board and resilient channel on corridor side of modular units.
 - b. Closure of utility chases adjacent to corridor with shaft wall framing after utility connections have been made.
 2. Fitness.
 - a. Partitions, soffits and doors including storm shutter at exterior windows.
 3. Dining, Commons, Business Center and Market.
 - a. Floors, partitions, soffits, mechanical closets and doors including pocket doors.
 4. Vestibule, Lobby and Check-in.
 - a. Floors, partitions, soffits, and doors including automatic entrances.
 5. Extension of elevator shaft above 2nd floor module.
 6. Insulation and gypsum board at underside of first floor modules in crawlspace.
- H. Fire-protection specialties and fire alarm
1. Installation of semi-recessed extinguisher cabinets in modular-framed wall recesses (cabinets provided by modular fabricator).
 2. Fire extinguishers and hooks -

- I. Interior finishes not part of modular construction, including, but not limited to, finish carpentry, architectural woodwork, interior specialties, and floor and ceiling finishes.
 - 1. Hotel corridors, vending areas and stairs: Wall finishes, floor finishes and lay-in ceiling.
 - a. Taping, patching and painting of stairs at modular connection.
 - 2. Fitness, including Hall, Toilet and Electrical
 - a. Wall finishes, floor finishes and lay-in ceiling.
 - b. Windows and solid surface sills provided by modular fabricator and installed by G.C.
 - 3. Vestibule. Lobby and Check-in.
 - a. Wall finishes floor finishes and ceiling finishes.
 - b. Check-in desk and printer cabinet.
 - c. Retail display casework (in Lobby across from check-in)
 - d. Specialty wall with illuminated signage behind check-in desk.
 - 4. Kitchen: Resilient sheet flooring, lay-in ceiling and wall protection (plastic paneling and corner guards).
 - 5. Servery: Floor finishes and lay-in ceiling.
 - 6. Dining Commons and Business Center: Wall finishes, floor finishes and ceiling finishes.
 - a. Windows and solid surface sills provided by modular fabricator and installed by G.C.
 - 7. Conference: Lay-in ceiling and vinyl wall covering.
 - 8. Laundromat
 - a. Floor finishes
 - b. Wall finishes (except toilets, storage and mechanical room).
 - 1) Walls will be painted by modular fabricator.
 - c. Painted ceiling above clouds and ducts.
 - 1) Ceilings will be painted by modular fabricator.
 - d. Ceiling clouds and other lay-in ceilings.
 - e. Casework including washer island and p-lam cladding on modular walls at washer island.
 - f. Solid surface window sills.
 - g. Wood trim at dryer wall opening.
 - h. Wall protection.
- J. Miscellaneous items not part of modular construction, including, but not limited to:
 - 1. Ship's ladder.
 - 2. Attic access door.
 - 3. Fire caulking as required to maintain required ratings at floor, ceiling and wall penetrations and openings.
- K. Elevators, not part of modular construction, including but not limited to:
 - 1. In-wall blocking required for elevator guide rails.
 - 2. Gypsum wall board on interior face of elevator shaft
 - 3. Elevator hoist beam.
 - 4. Elevator cab, sills and cab finishes.

- L. Specialties and equipment not part of modular construction, including, but not limited to the following:
1. Exterior illuminated dimensional letter signage.
 2. Manufactured electric fireplace (at Commons).
 3. Folding glass panel partition (at Dining).
 4. Accordion folding partition (at Market).
 5. Wall and door protection.
 6. Emergency aid specialties (AEDs)
 7. Pre-engineered metal awnings.
 8. Fabric awnings.
 9. Foodservice equipment.
 10. Money changing machine (at Laundromat).
 11. Laundry vending machine (at Laundromat)
 12. Commercial Laundry equipment.
 13. Toilet accessories for toilet adjacent to Fitness.
- M. Furnishings not part of modular construction, including but not limited to casework, and window treatments.
1. Casework at Dining, Servery, Market, Business Center, Check-in and Laundromat.
 2. Roller shades at Dining windows and Fitness windows provided by modular fabricator and installed by G.C.
- N. Plumbing not part of modular construction.
1. Plumbing fixtures in non-modular areas, including but not limited to:
 - a. Fitness area including water coolers and toilet fixtures
 2. Piping in non-modular areas, including but not limited to:
 - a. Domestic water distribution.
 - b. Sanitary waste.
 3. Elevator sump.
 4. Grease interceptor.
 5. Plumbing connections to equipment, including but not limited to:
 - a. Connections of supply and waste piping within utility chases constructed as part of the modules.
 - 1) Supply and waste lines for fixtures under the modular construction scope of work will be stubbed into the utility chases. The G.C. will be required to connect lines between floors.
 - b. Connections within crawlspace.
 - c. Commercial laundry equipment.
 - d. Condensate lines from VTAC units to sump.
 - e. Connections to fixtures on second floor above first floor non-modular areas (mop sink and toilet room fixtures above Dining).
 6. Water heaters and water softeners (at mechanical/Electrical)
 7. Exterior hose bibbs.
- O. HVAC not part of modular construction.
1. Energy supply, including liquid propane, hot- and chilled-water supply systems.

2. HVAC systems and equipment, including but not limited to:
 - a. Rooftop units.
 - b. VTAC units at Dining and Fitness.
 - 1) Entire plenum and louvers at Dining and Fitness VTAC.
 - c. VTAC plenums at modular construction.
 - 1) VTAC outer plenum and louvers at brick veneer. Plenum sleeve and louvers provided by modular fabricator and installed by G.C.
 - d. Ductwork, diffusers and returns.
 - 1) Corridors and stairs
 - 2) Laundromat.
 - 3) Kitchen
 - 4) Housekeeping 139.
 - e. Unit heaters.
 3. HVAC instrumentation and controls.
 4. HVAC testing, adjusting, and balancing.
 5. Building automation system.
 6. Mechanical connections to equipment
- P. Electrical not part of modular construction.
1. Site electrical distribution.
 2. Site lighting.
 3. Electrical service and distribution.
 4. Exterior building lighting.
 - a. Wall mounted sconces and wall packs.
 5. Interior lighting not part of modular construction, including but not limited to:
 - a. Crawlspace
 - b. Corridors and stairs.
 - c. Dining, Servery and Kitchen
 - d. Commons, Business Center and Conference
 - e. Fitness including ancillary rooms.
 - f. Vestibule, Lobby and Check-in.
 - g. Public and staff toilet rooms
 - h. Laundromat including ancillary rooms.
 - i. All lighting within acoustical panel ceilings.
 - j. Lighting within Mechanical Electrical and Water Service Room by modular fabricator.
 6. Special electrical systems, including the following:
 - a. Uninterruptible power supply systems.
 - b. Packaged engine generator systems.
 - c. Battery power systems.
 - d. Cathodic protection.
 - e. Electromagnetic shielding systems.
 - f. Lightning protection systems.
 - g. Unit power conditioners.

- h. Power generation systems.
- 7. Electrical connections to equipment furnished
- Q. Fire Alarm, Communications and Security not part of modular construction.
 - 1. Fire alarm and notification devices and connections in guest rooms, corridors, stairs and other modules (conduits installed by modular fabricator).
 - 2. Fire alarm and notification devices and connections in non-modular areas.
- R. Door Hardware not part of modular construction.
 - 1. Interior wireless card reader locksets. (Doors will be prepared for modular fabricator for mortise locks).
 - 2. Interior card readers.
 - 3. Exterior card readers and locksets.
- S. Commencement of Construction:
 - 1. Start Date: Work of this phase shall commence by 07/09/2026.
- T. Substantial Completion:
 - 1. By 03/31/2027.

1.7 WORK UNDER OWNER'S SEPARATE CONTRACTS

- A. Work with Separate Contractors: Cooperate fully with Owner's separate contractors, so work on those contracts may be carried out smoothly, without interfering with or delaying Work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under Owner's separate contracts.
- B. Preceding Work: Owner has awarded separate contract(s) for the following off-site fabrication operations. Those operations are scheduled to be substantially complete before Work under this Contract begins.
 - 1. Off-site Modular Fabrication: To Advanced Volumetric Alliance (AVA), LLC for fabrication, shipment and storage of building modules.
- C. Concurrent Work: Owner has awarded separate contract(s) for the following construction operations at Project site. Those operations will be conducted simultaneously with Work under this Contract.
 - 1. Fire Suppression System Installation: To Frontier Fire Protection via Advanced Volumetric Alliance. (AVA). Fire suppression systems within modules will be factory installed within modules to the greatest extent possible. Remaining portions of the building, including the crawlspace, attic space and commons areas will be installed by Frontier Fire Protection and coordinated with the General Contractor.

1.8 CONTRACTOR'S ACCESS AND USE OF SITE

- A. General: Contractor and subcontractors shall have limited use of Project site.

1. Limit use of Owner's property for construction operations during each phase of construction period as indicated in the Contract Documents, and by the Contract limits indicated on the Drawings.
 2. Do not disturb portions of Project site or the building beyond the Contract Limits.
- B. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.
1. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 2. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Public Streets: Maintain clear of automobile parking, equipment or material storage unless arrangements have been made with the appropriate jurisdiction.
- D. Lock automotive vehicles, and other mechanized or motorized construction equipment, when parked and unattended, to prevent unauthorized use. Do not leave vehicles or equipment unattended with the motor running or the ignition key in place.
- E. Do not allow construction waste and debris to accumulate. Remove debris as it accumulates and, unless specified otherwise, legally dispose of off-site.
- F. Smoking and Controlled Substance Restrictions: Use of tobacco products, alcoholic beverages, and other controlled substances on Project site is not permitted.

1.9 LAYING OUT WORK

- A. Lay out work in accordance with Division 01 Section 01 7123 "Field Engineering."
1. Verify all grades, lines, levels, elevations, and dimensions prior to commencing work.
 2. Lay out of work from dimensions given on the Drawings.
 3. Lines, elevations and measurements of buildings, utilities, and other work.
 4. Take field measurements and verify dimensions of existing work, if any, that affect their work or to which their work is to be fitted.
 5. Be responsible for correctness of measurements.
- B. Consult Drawings and plan work so that temporary facilities and storage of building materials will not interfere with the progress of the work, including other Bid Packages.

1.10 COORDINATION WITH OTHER TRADES

- A. Coordinate Work in accordance with Section 01 3100 "Project Management and Coordination."
- B. Furnish and install Work in accordance with the progress schedule, all items pertinent to their contract including but not limited to, conduits, outlets, sleeves, boxes and other materials and equipment to be built into work performed or to be performed by others.

1.11 MEASUREMENTS AND ACCEPTANCE OF PRECEDING WORK

- A. Before ordering any materials or commencing work, verify condition of all measurements of preceding construction. Commencement of the Work indicates acceptance of preceding work.
- B. Extra charges or compensation will NOT be allowed on account of the difference between actual measurements and dimensions indicated on the Drawings. Before commencing operations, examine work performed by others to which new work adjoins or is applied. Report to Architect conditions that will prevent satisfactory accomplishment of the Contract.
- C. Defective Surfaces or Construction
 - 1. Report, in writing, to Contractor and Architect all defects in surfaces or construction prepared by one trade to receive work by other trades.
 - 2. Contractor and Architect shall instigate remedial action on such defects.
 - 3. Commencement of work by a trade on a surface or construction shall imply acceptance of such surface or construction.
 - 4. Failure to notify Contractor and Architect of deficiencies or faults in preceding work will constitute acceptance thereof and waiver of any claim of its unsuitability.

1.12 PROTECTION OF WORK AND PROPERTY

- A. At all times, protect the Work from damage from water, including but not limited to, rainwater, spring water, ground water, drain or sewer backups and all other water that may or could be admitted to the work. Provide pumps necessary to keep the Work free of water.
- B. Provide protection of the Work against weather including rain, wind, storms, frost, cold, or heat.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 1000

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SECTION 01 2100 – ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Drawings, the provisions of the Contract including General Conditions, Supplementary Conditions, special Conditions, and the Division 01 General Requirements apply to the Work of this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
- B. Types of allowances include the following:
 - 1. Contingency allowances.
- C. Related Requirements:
 - 1. Document 00 4321 "Allowances Form" for recording and including as an attachment to the Bid Form.
 - 2. Section 01 2200 "Unit Prices" for procedures for using unit prices, including adjustment of quantity allowances when applicable.
 - 3. Section 01 2600 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.

1.3 DEFINITIONS

- A. Allowance: A quantity of work or dollar amount included in the Contract, established in lieu of additional requirements, used to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

1.4 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection, or purchase and delivery, of each product or system described by an allowance must be completed by the Owner to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

1.5 ACTION SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances in the form specified for Change Orders.

1.6 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.7 LUMP-SUM ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.
- C. Unused Materials: At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.8 CONTINGENCY ALLOWANCES

- A. Request for Allowance Use: The Contractor shall submit a written request to the Architect/Engineer for authorization to use the allowance funds.
- B. Approval of Allowance Use: The Architect/Engineer will review the request made by the Contractor and, if approved, issue a written directive authorizing the use of funds from the allowance. The Contractor shall use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit.
- D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.9 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, required maintenance materials, and similar margins.
 - 1. Include installation costs in purchase amount only where indicated as part of the allowance.
 - 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other markups.

- B. Submit claims for increased costs due to a change in the scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.
 - 1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of Work has changed from what could have been foreseen from information in the Contract Documents.
 - 2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF CONTINGENCY ALLOWANCES

- A. Refer to Document 00 4321 "Allowances Form for a description of Contingency Allowances.
 - 1. The Allowances Form is required to be attached to the Bid Form.

END OF SECTION 01 2100

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SECTION 01 2200 - UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing material, labor or material and labor unit prices to be included in the Contract Sum.
- B. Related Requirements:
 - 1. Document 00 4322 "Unit Prices Form" for recording and including as an attachment to the Bid Form.

1.3 DEFINITIONS

- A. Unit price is a fixed price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Bid Form
 - 1. Unit prices entered on the Unit Prices Form shall be the same for additional or deducted units, unless otherwise specified.
 - 2. Unit prices will not be used to determine the lowest responsible bidder.
 - 3. Unit prices will apply after they are incorporated into the Owner / Contractor Agreement.
- B. Owner Privileges
 - 1. The Owner May reject or negotiate any unit price which is considered excessive or unreasonable.
 - 2. The Owner may, at any time, order an increase or decrease in the number of units of work.
 - 3. The Owner may request additional unit prices throughout the construction period as deemed necessary to meet Project requirements.

1.5 ADJUSTMENT OF ACTUAL COSTS

- A. Contract Sum will be adjusted by a Change Order equal to the number of units added to or deleted from the Contract in the amount of the unit price.

- B. As a basis for Change Orders, bidders shall create specified submittals for the applicable materials and labor and submit other documents necessary when an adjustment to the Contract Sum is required.

1.6 SUBMITTALS

- A. Submit proposals for products, equipment, materials, systems, or services, included in the Work, using the forms specified for changing the Contract amount.
- B. Submit invoices or delivery slips to show actual quantities of products, equipment, materials, systems, or services delivered to the Project site used in completion of the Work incorporating unit prices.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

- A. Refer to Document 00 4322 “Unit Prices Form” for a description of unit prices.
 - 1. The Unit Prices Form is required to be attached to the Bid Form.

END OF SECTION 01 2200

SECTION 01 2300 – ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing material, labor or material and labor alternates.
- B. Related Requirements:
 - 1. Document 00 4323 “Alternates Prices Form” for descriptions of alternates and recording alternate prices and including as an attachment to the Bid Form.
 - 2. Drawings and Specification Sections for description of work included in the Base Bid, and for detailed description of Alternate work.

1.3 DESCRIPTION

- A. Alternates described in this Specification Section are submitted to allow Owner to compare total costs where alternative products, materials, equipment, systems, or installation methods of construction might be used, and to enable Owner's decision prior to awarding the Contract.
- B. Section identifies each alternate by number and describes basic changes to be incorporated into the Work when an alternate is made as part of the Work by specific provisions in the Owner-Contractor Agreement.
- C. Relevant specification sections stipulate pertinent requirements for products, materials, equipment, systems, or installation methods to achieve the work stipulated under each alternate.
 - 1. Descriptions of each alternate includes primary sections of work involved in the alternate but does not include all sections that may be affected.
- D. Inclusion of proposed alternates in the Agreement shall be the sole prerogative of the Owner.

1.4 DEFINITIONS

- A. Alternate
 - 1. An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount.
 - 2. If the Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

3. Alternates include applicable taxes, bonds, insurance, overhead, profit, superintendence, and other costs of whatever nature and character for a specified unit of work.
4. Alternate Price shall include an appropriate adjustment to the contractor's proposed fee.

1.5 PROCEDURES

- A. Include bids for alternates which pertain to their respective sections along with base bid work as well as submitting "Add" amounts for alternates, and "Deduct" amounts when an alternate reduces (or eliminates) the associated work.
- B. Include additional administrative costs to the Contactor as part of "Add" alternates to ensure no additional costs will be borne by the Owner as related to the alternate.
- C. Included in the alternate amount to be deducted from the Contract Sum, deductive costs to the Contractor due to the inclusion of a "deduct" alternate so that deductive costs will accrue to the Owner due to the inclusion of a "deduct" alternate
- D. Schedule: A "Schedule of Alternates" Article is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 IMPLEMENTATION OF ALTERNATES

- A. Notification
 1. Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated revisions to alternates.
 2. Execute accepted alternates under the same conditions as other work of the Contract.
- B. If the Owner elects to proceed on the basis of one or more alternates, make modifications to the Work required to include the selected alternates in accordance with the Contract Documents, and at no additional cost to the Owner, except as proposed in the alternate Bid.
- C. Coordination
 1. Coordinate pertinent related work and modify affected adjacent work as required to properly integrate the work under each alternate, and to provide complete construction required by Contract Documents.
 2. Include as part of each alternate, all miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether indicated as part of alternate.

3.2 SCHEDULE OF ALTERNATES

- A. Refer to Document 00 4323 “Alternate Prices Form for a description of alternates.
 - 1. The Alternate Prices Form is required to be attached to the Bid Form.

END OF SECTION 01 2300

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SECTION 01 2500 - SUBSTITUTION PROCEDURES
AFTER AWARD OF CONTRACTS AND DURING CONSTRUCTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions, Supplementary Conditions, Special Conditions and the Division 01 General Requirements apply to the Work of this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions after award of the contract and during construction.
- B. Related Requirements:
 - 1. Document 00 2600 "Procurement Substitution Procedures During the Bidding Phase" for requirements for substitution requests prior to award of Contract.
 - 2. Section 01 2100 "Allowances" for products selected under an allowance.
 - 3. Section 01 2300 "Alternates" for products selected under an alternate.

1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 SUBMITTALS

- A. Substitution Requests: Submit documentation identifying product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use a facsimile of form provided in Project Manual.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.

- b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes, such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects, with project names and addresses as well as names and addresses of architects and owners.
 - h. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
 - j. Detailed comparison of Contractor's construction schedule using proposed substitutions with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

1.7 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
- a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Substitution request is fully documented and properly submitted.
 - c. Requested substitution will not adversely affect Contractor's construction schedule.
 - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - e. Requested substitution is compatible with other portions of the Work.
 - f. Requested substitution has been coordinated with other portions of the Work.
 - g. Requested substitution provides specified warranty.
 - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

- B. Substitutions for Convenience: Not allowed.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 2500

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SUBSTITUTION REQUEST FORM
AFTER AWARD OF CONTRACTS AND DURING CONSTRUCTION

To: RML Architects, LLC
275 Market Street, Suite 313
Minneapolis, MN 55405
Attention: James Horwath, R.A., Project Architect
JHorwath@RML-Architects.com

PROJECT: **Parshall Hotel and Laundromat, Parshall, ND**

CONTRACTOR'S REQUEST, WITH SUPPORTING DATA

1. Reason for Substitution Request: _____

2. Specifications to which this request applies: _____

Product Data for proposed substitution is attached (description of product, reference standards, performance and test data).

Sample is attached.

Sample will be sent if requested by Architect/Engineer.

3. Itemized comparison of proposed substitution with specified product:

	<u>ORIGINAL PRODUCT</u>	<u>PROPOSED SUBSTITUTION</u>
Name, brand:	_____	_____
Catalog No.:	_____	_____
Manufacturer:	_____	_____
Significant Variations:	_____	_____
	_____	_____

4. Unit costs of original product and proposed substitution. State whether cost is for

material only, material installed, or Life Cycle cost of installed product.

Original Product: \$ _____ per _____ Substitution: \$ _____ per _____

5. Proposed change in Contract Sum:

Credit to Owner: \$ _____ Additional Cost to Owner: \$ _____

6. Proposed Change in Contract Time: Reduce Increase by _____ days.

7. Effect of proposed substitution on other parts of the Work, or on other Contracts:

**CONTRACTOR'S STATEMENT OF CONFORMANCE
OF PROPOSED SUBSTITUTION TO CONTRACT DOCUMENTS**

I/we have investigated the proposed substitution. I/we:

1. believe that it is equal or superior in all respects to the originally specified product, except as stated in 3. above;
2. will provide the same warranty as required in AIA A201 General Conditions 3.5.1;
3. will provide the same special warranty or guaranty as specified;
4. have included all cost data and cost implications of the proposed substitution;
5. will pay redesign and special inspection costs caused by the use of this product;
6. will pay additional costs to other contractors caused by the substitution;
7. will coordinate the incorporation of the proposed substitution in the Work;
8. will modify other parts of the Work as may be needed, to make all parts of the Work complete and functioning;
9. waive future claims for added cost to Contractor caused by the proposed substitution.

Contractor: _____ Date: _____
(Signature)

Firm: _____

ARCHITECT / ENGINEER'S REVIEW AND ACTION

- Provide more information in the following categories. Resubmit.

- Sign Contractor's Statement of Conformance. Resubmit.

- The proposed substitution is approved, with the following conditions:

- The proposed substitution is rejected, use specified materials:

The following changes will be made by Change Order:

Addition to / deduction from the Contract Sum: \$ _____

Addition to / deduction from the Contract Time: _____ days.

By _____ Date: _____
(Signature)

END OF FORM

SECTION 01 2600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Drawings, the provisions of the Contract including General Conditions, Supplementary Conditions, Special Conditions, and Division 01 General Requirements apply to the Work of this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Requirements:
 - 1. Section 01 2500 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.
 - 2. Section 01 3100 "Project Management and Coordination" for requirements for forms for contract modifications provided as part of web-based Project management software.

1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue through General Contractor supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on Document "Architect's Supplemental Instructions".

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect, on behalf of the Owner, will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within Ten (10) business days after receipt of Proposal Request, General Contractor shall submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.

- d. Include an updated construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - e. Quotation Form: Use forms acceptable to Architect.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, General Contractor may initiate a claim by submitting a request for a change to Architect and Owner.
- 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change.
 - 2. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - 3. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made.
 - a. If requested, furnish survey data to substantiate quantities.
 - 4. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 5. Include costs of labor and supervision directly attributable to the change.
 - 6. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - 7. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
 - 8. Proposal Request Form: Use form acceptable to Architect.

1.5 ADMINISTRATIVE CHANGE ORDERS

- A. Allowance Adjustment: See Section 012100 "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.
- B. Unit-Price Adjustment: See Section 012200 "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit-price work.

1.6 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Change Proposal Request, Architect issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.7 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 - 1. Include the following in the Construction Change Directive.

- a. A complete description of change in the Work.
 - b. Designate method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 2600

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SECTION 01 2900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Drawings, the provisions of the Contract including General Conditions, Supplementary Conditions, Special Conditions, and the Division 01 General Requirements apply to the Work of this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
 - 1. Section 01 2200 "Unit Prices" for administrative requirements governing the use of unit prices.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedules, including the following:
 - a. Application for Payment forms with continuation sheets.
 - b. Submittal schedule.
 - c. Items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to Architect at earliest possible date, but no later than Ten (10) days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's Project number.

- d. Contractor's name and address.
- e. Date of submittal.
2. Arrange schedule of values consistent with format of AIA Document G703.
3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports.
 - a. Organize and coordinate using the Project Manual Table of Contents as a basis.
 - b. Provide multiple line items for principal subcontract amounts in excess of Five percent (5%) of the Contract Sum.
4. Round amounts to the nearest dollar for which the total shall equal the Contract Sum.
5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site.
6. Complete each item in the Schedule of Values and Applications for Payment. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option
7. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum
8. Unit Prices: Provide a separate line item in the Schedule of Values for each Unit Price included in the Contract. Show line-item value of Unit Price, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments, as certified by Architect and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: Submit Application for Payment to Architect by the date of the of the month indicated in Document 00 7300 "Supplementary Conditions". The period covered by each Application for Payment is one month, ending on the date indicated in Document 007300 "Supplementary Conditions".
- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.

- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
 4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored but not yet installed. Differentiate between items stored on-site and items stored off-site.
1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment for stored materials.
 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 3. Provide summary documentation for stored materials indicating the following:
 - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
 - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
 - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- F. Transmittal: Submit Three (3) signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from subcontractors, sub-subcontractors, suppliers and other entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment for construction period covered by the previous application.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit conditional final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 5. Waiver Forms: Submit executed waivers on Affidavit of Release of Liens, AIA Document G706A.

- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of values.
 3. Contractor's construction schedule (preliminary if not final).
 4. Products list (preliminary if not final).
 5. Schedule of unit prices.
 6. Submittal schedule (preliminary if not final).
 7. List of Contractor's staff assignments.
 8. List of Contractor's principal consultants.
 9. Copies of building permits.
 10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 11. Initial progress report.
 12. Report of preconstruction conference.
 13. Affidavit of Release of Liens, AIA Document G706A.
 - a. Certificates of insurance and insurance policies.
 - b. Performance and payment bonds.
 - c. Data needed to acquire Owner's insurance.
- I. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- J. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706 "Contractor's Affidavit of Payment of Debts and Claims".
 5. AIA Document G706A "Contractor's Affidavit of Release of Liens".
 6. AIA Document G707 "Consent of Surety to Final Payment".
 7. Evidence that claims have been settled.
 8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
 9. Final liquidated damages settlement statement.

RML ARCHITECTS
PROJECT NUMBER 22-1010

PARSHALL HOTEL and LAUNDROMAT
PARSHALL, ND

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 2900

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SECTION 01 3100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Drawings, the provisions of the Contract including General Conditions, Supplementary Conditions, Special Conditions, and Division 01 General Requirements apply to the Work of this Section.

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project, including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. RFIs.
 - 3. Digital project management procedures.
 - 4. Web-based Project management software package.
 - 5. Project meetings.
- B. Related Requirements:
 - 1. Section 01 100 "Summary" for a general description of the work, project phasing, conditions of work and responsibility for coordination of activities not in this Section.
 - 2. Section 01 3200 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
 - 3. Section 01 3300 "Submittal Procedures" for preparing and submitting Shop Drawings, Product Data, Samples, and other submittals.
 - 4. Section 01 7700 "Closeout Procedures" for coordinating closeout of the Contract.
 - 5. AIA Document C106 "Digital Data Licensing Agreement Form" for requirements related to shared digital data files, attached after this specification.

1.3 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.

1.4 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate

construction operations included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results, where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's construction schedule.
 2. Preparation of the schedule of values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Preinstallation conferences.
 7. Project closeout activities.
 8. Startup and adjustment of systems.

1.5 REQUEST FOR INFORMATION (RFI)

- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, General Contractor shall prepare and submit an RFI in the form specified.
1. Submit to Architect via e-mail.
 2. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.
 3. Coordinate and submit RFIs in a prompt manner to avoid delays in the Construction Work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project name.
 2. Date of issue.
 3. Name of General Contractor.
 4. Name of Architect
 5. RFI number, numbered sequentially.
 6. RFI subject.
 7. Specification Section number and title and related paragraphs, as appropriate.
 8. Drawing number and detail references, as appropriate.
 9. Field dimensions and conditions, as appropriate.
 10. General Contractor's suggested resolution. If General Contractor's suggested resolution impacts the Contract Time or the Contract Sum, General Contractor shall state impact in the RFI.
 11. General Contractor's signature.
 12. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

- C. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to Architect.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow five (5) days for Architect's response for each RFI.
 - 1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Architect's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
 - 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt by Architect of additional information.
 - 3. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within ten (10) days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties.

1.6 DIGITAL PROJECT MANAGEMENT PROCEDURES

- A. Use of Architect's Digital Data Files: Upon request by the General Contractor and Subcontractor(s), Architect's digital data files will be provided by Architect for use during construction.
 - 1. Digital data files may be used by General Contractor and Subcontractor(s) in preparing coordination drawings, Shop Drawings, and Project Record Drawings.
 - 2. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Contract Drawings.
 - 3. General Contractor and Subcontractor(s) and other parties granted access by the General Contractor shall execute a data licensing agreement in the form of AIA Document C106 Digital Data Licensing Agreement included as an attachment to this Section.
- B. Web-Based Project Management Software Package: General Contractor at his sole expense shall provide and administer and use one of the following web-based Project management software package for purposes of hosting and managing Project communication and documentation until Final Completion.
 - 1. Submittal Exchange www.Submittalexchange.com
 - 2. Procore www.Procore.com
 - 3. Viewpoint Teams www.Viewpoint.com
 - 4. Web-based Project management software includes, at a minimum, the following features:
 - a. Project directory.

- b. Project correspondence.
 - c. Meeting minutes.
 - d. Contract modifications forms and logs.
 - e. RFI forms and logs.
 - f. Task and issue management.
 - g. Photo documentation.
 - h. Schedule and calendar management.
 - i. Submittals forms and logs.
 - j. Payment application forms.
 - k. Drawing and specification document hosting, viewing, and updating.
 - l. Online document collaboration.
 - m. Reminder and tracking functions.
 - n. Archiving functions
5. Provide up to sixty (60) Project management software user licenses for use of Owner General Contractor, Architect, and Architect's consultants.
 6. Provide eight (8) hours of software training at Architect's office for web-based Project software users.
 7. At completion of Project, provide one complete archive copy of web-based project management files to Owner and Architect in a digital archive in format that is acceptable to both.
- C. PDF Document Preparation: Where PDFs are required to be submitted to Architect, prepare as follows:
1. Assemble complete submittal package into a single indexed file, incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 2. Name file with submittal number or other unique identifier, including revision identifier.
 3. Certifications: Where digitally submitted certificates and certifications are required, provide a digital signature with digital certificate on where indicated.

1.7 PROJECT MEETINGS

- A. General: General Contractor will schedule and conduct meetings and conferences at Project site unless otherwise indicated. Meeting location to be coordinated with the Owner and Architect.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner, Facility and Architect, within five (5) days of the meeting.
- B. Preconstruction Conference: After award of Contract, at a time designated by the Owner or the Architect, the General Contractor and Subcontractors performing the Work shall attend a Preconstruction Conference. Procedures, critical work sequencing, submittals, coordination efforts, contract payments and similar matters will be reviewed.
1. Attendees: Authorized representatives of Owner, Facility, Architect, and their consultants; General Contractor and its superintendent; major subcontractors; suppliers;

- and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Permits and approvals.
 - b. Tentative construction schedule.
 - c. Phasing, critical work sequencing and long lead items.
 - d. Designation of key personnel and their duties.
 - e. Use of web-based Project software.
 - f. Procedures for RFIs.
 - g. Procedures for testing and inspecting.
 - h. Procedures for processing Applications for Payment.
 - i. Distribution of the Contract Documents.
 - j. Submittal procedures.
 - k. Preparation of Record Documents.
 - l. Use of the premises.
 - m. Work restrictions.
 - n. Working hours.
 - o. Owner's occupancy requirements.
 - p. Responsibility for temporary facilities and controls.
 - q. Procedures for disruptions and shutdowns.
 - r. Construction waste management and recycling.
 - s. Parking availability.
 - t. Office, work, and storage areas.
 - u. Equipment deliveries and priorities.
 - v. First aid.
 - w. Security.
 3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation/pre-application conference at Project site before each construction activity that requires coordination with other construction and are specifically identified in the Specifications. General Contractor may conduct other similar meetings at their discretion.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation/application and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting.
 2. Advise Owner, Architect, and Owner's Commissioning Authority of scheduled meeting dates, times and locations.
 3. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents that specify preinstallation/pre-application conferences.
 - b. Related changes to the Work.
 - c. Purchases and deliveries.
 - d. Submittals and review of mockups.
 - e. Potential conflicts and compatibility requirements.
 - f. Time schedules.
 - g. Weather limitations.
 - h. Manufacturer's written instructions and warranties.
 - i. Compatibility of materials and acceptability of substrates.
 - j. Temporary facilities and controls, space and access limitations.

- k. Regulations of authorities having jurisdiction.
 - l. Testing and inspecting requirements.
 - m. Installation procedures.
 - n. Coordination with other work.
 - o. Required performance results.
 - p. Protection of adjacent work.
 - q. Protection of construction and personnel.
 - r. Commissioning as required.
4. Minutes: Entity responsible for conducting the conference will record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 - a. Distribute minutes of the meeting to each party present and to other parties requiring information.
 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: During the duration of construction, the General Contractor will hold regular progress meetings and include the General Contractor, major subcontractors, Owner and Architect.
1. Meeting Intervals
 - a. Progress meetings will be held at weekly intervals via on-line video conference.
 - b. Progress meetings will be held at monthly intervals at the job site (unless job conditions do not warrant on-site meetings).
 - c. Progress meetings may be held more frequently if the progress of Work require such.
 2. Attendees: Authorized representatives of Owner, Facility, Architect, and their consultants; General Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project. Discussion topics include, but are not limited to the following:
 - a. Review and correct or approve minutes of previous progress meeting.
 - b. Recent and projected construction progress.
 - c. Interface requirements.
 - d. Sequence of operations.
 - e. Status of submittals.
 - f. Off-site fabrication.
 - g. Temporary facilities and controls.
 - h. Quality and work standards.
 - i. Status of correction of deficient items.
 - j. Field observations.
 - k. Status of RFIs.
 - l. Pending changes.

- m. Documentation of information for payment requests.
 - n. Other items of significance that may affect Work progress.
- 4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
 - 5. Schedule Updating: Revise General Contractor's construction schedule after each progress meeting, where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
- E. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to Owner and Architect, but no later than thirty (30) days prior to the scheduled date of Substantial Completion.
- 1. Conduct the conference to review requirements and responsibilities related to Project closeout.
 - 2. Attendees: Authorized representatives of Owner, Architect, and their consultants; General Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
 - a. Preparation of Record Documents.
 - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
 - c. Procedures for completing and archiving web-based Project software site data files.
 - d. Submittal of written warranties.
 - e. Requirements for preparing operations and maintenance data.
 - f. Requirements for delivery of material samples, attic stock, and spare parts.
 - g. Requirements for demonstration and training.
 - h. Preparation of Contractor's punch list.
 - i. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
 - j. Submittal procedures.
 - k. Coordination of separate contracts.
 - l. Owner's partial occupancy requirements.
 - m. Installation of Owner's furniture, fixtures, and equipment.
 - n. Responsibility for removing temporary facilities and controls.
 - 4. Minutes: Entity conducting meeting will record and distribute meeting minutes.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 3100

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AIA[®] Document C106™ – 2022

Digital Data Licensing Agreement

AGREEMENT made as of the 4th day of May in the year 2026
(In words, indicate day, month, and year.)

BETWEEN the Party transmitting Digital Data (“Transmitting Party”):
(Name, address, and contact information, including electronic addresses)

RML Architects, LLC
275 Market Street, Suite 313
Minneapolis, MN 55405
Office Phone: 612-429-0103
C/o Randall M. Lindemann, AIA, Architect of Record

and the Party receiving the Digital Data (“Receiving Party”):
(Name, address, and contact information, including electronic addresses)

To Be Determined

for the following Project:
(Name and location or address of the Project)

Parshall Hotel and Laundromat
Parshall, ND 58770

for the following Digital Data (“Digital Data”):
(Identify below, in detail, the information created or stored in digital form that the Parties intend to be subject to this Agreement.)

To be Determined

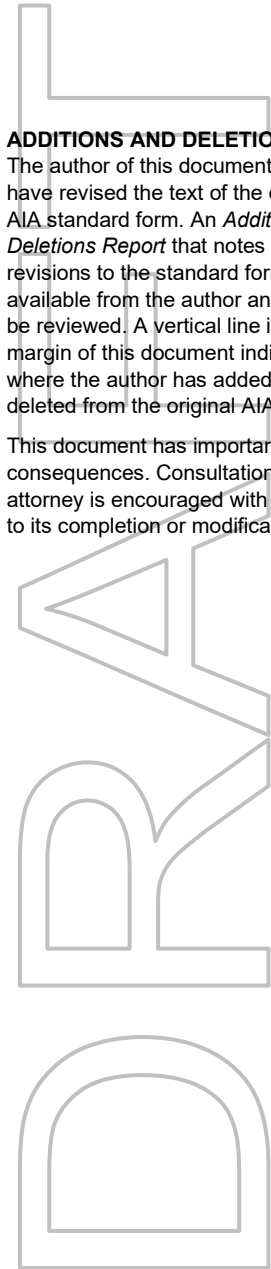
The Transmitting Party and Receiving Party agree as follows.

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 TRANSMISSION OF DIGITAL DATA
- 3 LICENSE CONDITIONS
- 4 LICENSING FEE OR OTHER COMPENSATION

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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



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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The purpose of this Agreement is to grant a license from the Transmitting Party to the Receiving Party for the Receiving Party's use of Digital Data and to set forth the license terms.

§ 1.2 This Agreement is the entire and integrated agreement between the Parties. Except as specifically set forth herein, this Agreement does not create any other contractual relationship between the Parties.

§ 1.3 Confidential Digital Data is Digital Data containing confidential or business proprietary information that the Transmitting Party designates as "confidential."

ARTICLE 2 TRANSMISSION OF DIGITAL DATA

§ 2.1 The Transmitting Party grants to the Receiving Party a nonexclusive limited license to use the Digital Data solely and exclusively for the uses, and in accordance with the terms, set forth in Article 3.

§ 2.2 Only the Receiving Party is permitted to access and use the Digital Data. Unlicensed and unauthorized access or use by third parties is strictly prohibited except as set forth in Section 2.4.1.

§ 2.3 The transmission of Digital Data constitutes a warranty by the Transmitting Party to the Receiving Party that the Transmitting Party is the copyright owner of the Digital Data or otherwise has permission to transmit the Digital Data to the Receiving Party for its use on the Project in accordance with the terms and conditions of this Agreement.

§ 2.4 Where the Transmitting Party has designated information furnished pursuant to this Agreement as "confidential," the Receiving Party shall keep the information confidential and shall not disclose it to any other person or entity except as set forth in Section 2.4.1.

§ 2.4.1 The Receiving Party may disclose Confidential Digital Data after seven (7) days' notice to the Transmitting Party where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Receiving Party may also disclose Confidential Digital Data to its employees, consultants, sureties, subcontractors and their employees, sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.5 By transmitting Digital Data, the Transmitting Party does not convey any ownership right in the Digital Data or in the software used to generate the Digital Data. Unless otherwise granted in a separate license, the Receiving Party's right to use, modify, or further transmit Digital Data is specifically limited to those uses, and in accordance with the terms, set forth in Article 3, and nothing contained in this Agreement conveys any other right to use the Digital Data.

§ 2.6 To the fullest extent permitted by law, the Receiving Party shall indemnify and defend the Transmitting Party from and against all claims arising from or related to the Receiving Party's modification to, or unlicensed use of, the Digital Data.

§ 2.7 Transmission of the Digital Data does not abridge or extinguish the Transmitting Party's rights, including, to the extent applicable, exclusive ownership interest, in such information under all applicable state, federal, and international laws including, without limitation, laws governing the protection of copyrights and intellectual property.

§ 2.8 The provisions of this Article 2 shall survive the termination of this Agreement.

ARTICLE 3 LICENSE CONDITIONS

§ 3.1 The Receiving Party may use and rely upon the Digital Data to the extent set forth in this Article 3.
(Choose only one option below.)

§ 3.1.1 The Digital Data is transmitted solely for the Receiving Party's information. Receiving Party acknowledges that any use of the Digital Data shall be at Receiving Party's sole risk. The Receiving Party accepts the Digital Data "as is" without any warranty or representations from the Transmitting Party as to whether the Digital Data is accurate, complete, or fit for use as intended by the Receiving Party. The Receiving Party is solely responsible for verifying whether the Digital Data is

accurate, complete, or fit for the Receiving Party's intended use.

§ 3.1.2 Additional Terms: RML Architects, LLC and its Sub-Consultants retain ownership of the electronic data, files and information and permission to use these materials is given only subject to the terms of this Agreement. This electronic data is made available for reference only and no permission is granted herein for copying or reuse. The Receiving Party's acceptance of these terms, which is communicated by using any electronic data package, constitutes a waiver of liability and the acceptance of responsibilities for the coordination of any revisions and computer-generated interlineation made to the information transmitted.

§ 3.2 If no specific terms or uses are selected or set forth in Section 3.1, then the Receiving Party may use the Digital Data at its sole risk pursuant to the terms and conditions set forth in Section 3.1.1.

ARTICLE 4 LICENSING FEE OR OTHER COMPENSATION

The Receiving Party agrees to pay the Transmitting Party the following fee or other compensation for the Receiving Party's use of the Digital Data:

(State the fee, in dollars, or other method by which the Receiving Party will compensate the Transmitting Party for the Receiving Party's use of the Digital Data.)

No Fees shall be assessed or required by any party.

This Agreement is entered into as of the day and year first written above and terminates one year from said date, except as set forth below.

(Indicate when this Agreement will terminate, if other than one year from the date it was entered into, and other conditions related to termination.)

Permanent and continuous confidentiality of the design documents is essential to maintaining security throughout the useful service life of this facility. As such, this agreement will not terminate.

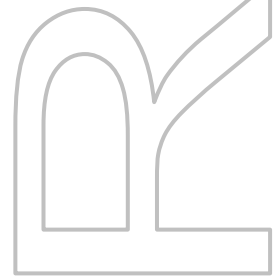
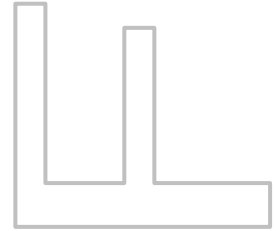
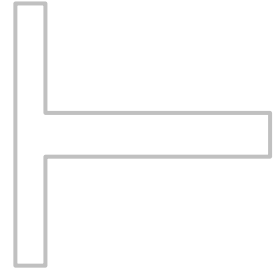
TRANSMITTING PARTY *(Signature)*

RECEIVING PARTY *(Signature)*

(Printed name and title)

(Printed name and title)

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SECTION 01 3200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Drawings, the provisions of the Contract including General Conditions, Supplementary Conditions, Special Conditions, and Division 01 General Requirements apply to the Work of this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's Construction Schedule.
 - 2. Construction schedule updating reports.
 - 3. Site condition reports.
 - 4. Unusual event reports.
 - 5. Construction photographs.
 - 6. Job site video camera system.
- B. Related Requirements:
 - 1. Section 01 1100 "Summary".
 - 2. Section 01 3300 "Submittal Procedures" for submitting schedules and reports.
 - 3. Section 01 4000 "Quality Requirements" for schedule of tests and inspections.

1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction Project. Activities included in a construction schedule consume time and resources.
 - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine the critical path of Project and when activities can be performed.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Event: The starting or ending point of an activity.

1.4 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
1. Working electronic copy of schedule file, where indicated, or .PDF electronic file.
- B. Activities: Treat each separate area as a separate numbered activity within each Project Phase. Comply with the following:
1. Activity Duration: Define activities so no activity is longer than Thirty (30) days, unless specifically allowed by Architect.
 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than Sixty (60) days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
 4. Startup and Testing Time: Include no fewer than Ten (10) days for startup and testing of each Phase.
 5. Partial Occupancy: Indicate completion in advance of date established for the Owner's occupancy of each Project Phase and allow time for Owner and Architect's review and to make necessary corrections.
 6. Indicate completion in advance of date established for the Substantial Completion and allow time for Architect's review and administrative procedures necessary for certification of Substantial Completion.
 7. Punch List and Final Completion: Include not more than Thirty (30) days for completion of punch list items and final completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule and show how the sequence of the Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
 2. Work by Owner: Include a separate activity for each portion of the Work performed by Owner or Owner's separate contractor.
 3. Products Ordered in Advance: Include a separate activity for each product or system.
 4. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary of Work". Delivery dates indicated stipulate the earliest possible delivery date.
 5. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Limitations of continued occupancies.
 - c. Uninterruptible services.
 - d. Phased occupancy.
 - e. Use of premises restrictions.
 - f. Environmental control.
 6. Work Stages: Indicate important stages of construction for Project Phase, including, but not limited to, the following:
 - a. Submittals.
 - b. Procurement and delivery.
 - c. Owner vacancy, if required and approved.
 - d. Hazardous material abatement (by Owner)
 - e. Mockups.

1.5 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
 - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 - 3. As the Work progresses, indicate Final Completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - 1. Post copies in Project meeting rooms and temporary field offices.
 - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

1.6 REPORTS

- A. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.
- B. Unusual Event Reports: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, responses by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

1.7 CONSTRUCTION PHOTOGRAPHS

- A. Provide medium resolution digital photographs of the construction throughout the progress and completion of the Work in JPEG format.
 - 1. Provide digital color files taken at the following periodic points of progress of the Work:
 - a. site work, excavations, foundations, structural framing, enclosure of building
 - b. installation of mechanical and electrical systems,
 - c. interior finishing,
 - d. Substantial completion, Final completion.
 - e. at each monthly date of Application for Payment .
 - 2. Digital photograph files to include date and time stamp.
 - 3. Maintain monthly sets of periodic photographs on the Project File Sharing website through Final completion of the project.

1.8 JOB SITE CONSTRUCTION PROGRESS VIDEO CAMERA SYSTEM

- A. General Contractor, at Contractor's sole expense: shall provide comprehensive video documentation of construction progress and of Pre & Post Inspection milestones on a daily or as needed basis. The images will be mapped to a site plan of the project and be available to view online as a managed service provided by a System Vendor of the General Contractor's choice.
- B. Acceptable Manufacturers, Vendors of Job Site Video Camera Systems include:
1. TrueLook PTZ Cameras
 2. OxBlue Sapphire Series PTZ
 3. EarthCam Gigapixel Cam X2
 4. iBeam Construction Cameras On Site PTZ 4K
 5. ECamSecure 24 Megapixel Ultra HD Camera
 6. Others as submitted by the General Contractor and Approved by the AE and the Owner.
- C. Construction Video Camera Service shall:
1. Be available for the term of the project and allow live viewing of High Definition digital video and still images captured and stored of the project via a secure password protected web based app.
 2. Be capable of producing live stream video, high resolution images and time-lapse series images.
 3. Allow multiple users, including the Owner to access real time video and stored images via web based app at any time throughout the project duration.
 4. Include archive storage capability via DVR or other suitable web based system to allow retrieval of video footage and images.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 3200

SECTION 01 3300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions, Supplementary Conditions, Special Conditions, and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Requirements:
 - 1. Section 01 3100 "Project Management and Coordination" for submitting coordination drawings and subcontract list and for requirements for web-based Project software.
 - 2. Section 01 3200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
 - 3. Section 01 4000 "Quality Requirements" for submitting test and inspection reports, and schedule of tests and inspections.
 - 4. Section 01 7700 "Closeout Procedures" for submitting closeout submittals and maintenance material submittals.
 - 5. Section 01 7823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
 - 6. Section 01 7839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action.
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

1.4 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic copies of digital data files of the Contract Drawings may, if requested, be provided by Architect for the General Contractor and subcontractor's use in preparing submittals.
1. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
 2. General Contractor and subcontractors shall execute a data licensing agreement in the form of AIA Document C106-2022 "Digital Data Licensing Agreement".
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow Ten (10) days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise General Contractor when a submittal being processed must be delayed for coordination.
 2. Resubmittal Review: Allow Ten (10) days for review of each resubmittal.
- D. Unless otherwise noted, submittals shall be transmitted electronically using the General Contractor's project management software. Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 2. Name file with submittal number or other unique identifier, including revision identifier.
 - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g. Parshall Hotel-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., Parshall Hotel-061000.01. A).
 3. Provide means for insertion to permanently record General Contractor 's review and approval markings and action taken by Architect.
 4. Transmittal Form for Electronic Submittals: Use electronic form provided by the General Contractor.
- E. Options: Identify options requiring selection by Architect.
- F. Deviations: Identify deviations from the Contract Documents on submittals.
- G. Resubmittals: Make resubmittals in same format and number of copies as initial submittal.
1. Note date and content of previous submittal.

2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- I. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

1.6 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements:
1. Submit electronic submittals as PDF electronic files using the General Contractor's online project management software. For access and instructions for the online file sharing site contact:
 2. Action Submittals: If paper copies are required, submit four (4) of each submittal unless otherwise indicated.
 3. Informational Submittals: If paper copies are required Submit two (2) of each submittal unless otherwise indicated. Informational submittals will not be returned.
- B. Shop Drawings and Product Data
1. Shop drawings and product data shall be submitted to the Architect by the General Contractor using the General Contractor's online project management software and shall bear the General Contractor's stamp of approval.
 2. Shop drawings and product data shall be clearly identified according to project, contract number, General Contractor, subcontract, manufacturer, Project Manual Section and item submitted. Any modification to or deviation from the requirements of the Contract Documents shall be clearly noted in writing.
 3. Shop drawings and product data shall be submitted electronically using the General Contractor's project management software. Each drawing shall have a clear space of not less than 25 square inches on the right-hand side. Following review, the Architect shall affix his stamp in the clear space and note approval or rejection along with appropriate comments.
- C. Samples:
1. Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
 2. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 - a. Submit three (3) copies
 3. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.

4. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
 5. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of General Contractor.
 6. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
 7. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit three sets of Samples. Architect will retain one Sample sets; remainder will be returned.
 - 1) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- D. Operating Instructions and Maintenance Manuals
1. Provide operating instruction data and maintenance manuals in accordance with Section 017700 "Closeout Procedures". Submit three copies of the manuals to the Architect for forwarding to the Owner.
 2. Manual shall consist of neatly edited and typed manuals of instructions (in hard cover, indexed, loose leaf notebook) to explain use, function and control of equipment, materials and systems. Printed information shall be in 8-1/2 inch x 11 inch portrait format and cover all instructions and explanations. The instructions shall contain maintenance information including cleaning instructions, maintenance materials to be used, parts list with numbers and recommended parts for Owner's stock, nearest depot for parts, wiring and piping diagrams, lubrication data and schedules, other maintenance, adjustment and repair data and a listing of names, addresses, and telephone numbers of appropriate service organizations for various items and equipment.
 3. The manuals shall include information on such systems and equipment as, but not limited to heating plant, heating and ventilating equipment, fan units, air conditioning, controls for mechanical systems, alarm systems, electrical distribution systems, operating equipment of general construction, mechanical and electrical work, elevators and similar systems and equipment.

- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
1. Submit product schedule in the following format:
 - a. PDF electronic file to the Architect's File Sharing Web Site.
- F. Record Set of "As-Built" Record Documents
1. General Contractor shall provide an Improved Set of Drawings to the Architect at the completion of Contract, in compliance with Document 007200 "General Conditions", and as follows.
 2. During construction, General Contractor shall maintain a clean set of Drawings for the sole purpose of recording changes and actual "as installed" information.
 3. Marking of the Record Set shall be done methodically as work progresses, clearly and neatly, in color.
 4. As a general guide, the type of information to be recorded on the Record Set includes:
 - a. revisions made, except minor or non-critical dimensions;
 - b. omissions, including work omitted by accepted alternates;
 - c. dimensioned locations of major or main utility lines, such as main conduit runs, piping mains and similar work;
 - d. locations of control valves;
 - e. additions to the Work;
 - f. changes in significant details (i.e.: for water protection);
 - g. changed footing or other elevations;
 - h. changes in locations of panel boards, outlets, drains, piping, openings, dampers and similar features;
 - i. other similar data.
- G. General Contractor's Construction Schedule: Comply with requirements specified in Section 013100 "Project Management and Coordination" and refer to Section 013113 "Project Construction Schedule".
- H. Application for Payment and Schedule of Values: Comply with requirements specified in Section 012900 "Payment Procedures".
- I. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 "Closeout Procedures."
- J. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- K. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- L. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- M. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

- N. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- O. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- P. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.
- Q. Schedule of Tests and Inspections: Comply with requirements specified in Section 01 4000 "Quality Requirements."
- R. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- S. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- T. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- U. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

1.7 GENERAL CONTRACTOR'S REVIEW

- A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp and indication in web-based Project management software. Include name of reviewer, date of General Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
 - 1. Architect will not review submittals received from Contractor that do not have Contractor's review and approval.

1.8 ARCHITECT'S REVIEW

- A. General: Architect will not review submittals received from Contractor that do not have Contractor's review and approval.
- B. Action Submittals: Architect will review each submittal, indicate corrections or revisions required. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- C. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 3300

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SECTION 01 3526 – SAFETY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Drawings, the provisions of the Contract including General Conditions, Supplementary Conditions, Special Conditions, and Division 01 General Requirements apply to the Work of this Section.

1.2 SUMMARY

- A. Section includes requirements for safety.
- B. Related Requirements:
 - 1. Section 01 5000 “Temporary Facilities and Controls” for general cleanup and waste removal requirements.

1.3 PROJECT SAFETY

- A. General: The General Contractor is responsible for complying with applicable governmental safety regulations for their operations, and the coordination of their safety precautions with other Contractors on site.
- B. Site-Specific Safety Plan: The General Contractor shall prepare and implement a site-specific safety plan.
 - 1. Each Sub-Contractor is required to comply with the General Contractor’s Site-Specific Safety Plan.
- C. The General Contractor shall designate an on-site safety representative who is responsible for administering the General Contractor’s safety program and has the authority to act on behalf of the General Contractor.
- D. Fall Protection: All provisions of OSHA standards for fall protection must be followed.
- E. Respirable Crystalline Silica: Contractors must follow OSHA Standard 1926.1153 “Respirable Crystalline Silica.” The Contractor is responsible for complying with the standard and providing the General Contractor documentation that describes the policies and procedures adopted to meet the requirements. The Contractor shall provide the General Contractor with the following documents prior to commencing construction operations.
 - 1. Silica Exposure Control Plan
 - 2. Site-Specific Silica Exposure Control Plan
 - 3. Safety Data Sheets (SDS) for all materials utilized by the Contractor on the job site.

- F. Personal Protective Equipment Requirement: All Contractors, subcontractors, visitors, and any other personnel on site are required to wear proper Personal Protective Equipment (PPE) at all times which includes, but is not limited to the following:
 - 1. Hard hats.
 - 2. Safety glasses.
 - 3. High-visibility vest or shirt.
 - 4. Full-length pants.
 - 5. Shirts with a 4-inch minimum sleeve length.
 - 6. Sturdy work boots or shoes.
- G. Operator Certification: Copies of certifications of individuals that operate lifts, cranes or excavating equipment must be on site and available for review by the General Contractor or the Authority Having Jurisdiction.
- H. Work Site Cleanup: Each Contractor and subcontractor are responsible for maintaining a clean and orderly work site. Clean-up of work areas and proper equipment storage shall occur throughout the day and at the end of the day.
- I. Smoking and Controlled Substance Restrictions: This is a NON-SMOKING/TOBACCO project site. Use of tobacco products, alcoholic beverages, and other controlled substances on the Project site is not permitted. Only at the Owner's and General Contractor's discretion, may a designated smoking area be defined and located for use. The General Contractor reserves the right to immediately remove from the job site any individual that violates the Smoking and Controlled Substance policy without needing to give prior notice.

1.4 MEETINGS

- A. Pre-Installation Meetings: Contractors are required to conduct pre-installation meetings for all construction activities that involve placement of material or equipment setting.
 - 1. Agenda: Discuss items of significance that could affect safety while performing the work.
 - 2. Review the safety requirements set forth by the General Contractor's Site-Specific Safety Plan.
 - 3. Reporting: The General Contractor will record meeting results and distribute copies to meeting attendees and to others affected by decisions or actions resulting from conference.
- B. Weekly Meetings: Subcontractors are required to hold weekly safety meetings and submit documentation of the meeting to the jobsite Superintendent.

PART 2 - PRODUCTS - (Not Used)

PART 3 - EXECUTION – (Not Used)

END OF SECTION 01 3526

SECTION 01 4000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Drawings, the provisions of the Contract including General Conditions, Supplementary Conditions, Special Conditions, and the Division 01 General Requirements apply to the Work of this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and quality-control requirements for individual work results are specified in their respective Specification Sections. Requirements in individual Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Requirements:
 - 1. Section 012600 "Contract Modification Procedures" for making recommended changes following review of mock-ups.
 - 2. Section 01 3200 "Construction Progress Documentation" for developing a schedule of required tests and inspections.
 - 3. Section 01 4523 "Testing and Inspections" for special structural, civil and firestopping systems testing and inspections.
 - 4. Divisions 03 through 33 for specific testing and inspection requirements.

1.3 DEFINITIONS

- A. Field Quality-Control Tests and Inspections: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- B. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, subcontractor, or sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.

1. Use of trade-specific terminology in referring to a Work result does not require that certain construction activities specified apply exclusively to specific trade(s).
- C. Mockups: Physical assemblies of portions of the Work constructed to establish the standard by which the Work will be judged. Mockups are not Samples.
1. Mockups are used for one or more of the following:
 - a. Verify selections made under Sample submittals.
 - b. Demonstrate aesthetic effects.
 - c. Demonstrate the qualities of products and workmanship.
 - d. Demonstrate successful installation of interfaces between components and systems.
 - e. Perform preconstruction testing to determine system performance.
 2. Product Mockups: Mockups that may include multiple products, materials, or systems specified in a single Section.
 3. In-Place Mockups: Mockups constructed on-site in their actual final location as part of permanent construction.
- D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- E. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- F. Source Quality-Control Tests and Inspections: Tests and inspections that are performed at the source (e.g., plant, mill, factory, or shop).
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. The term "testing laboratory" has the same meaning as the term "testing agency."
- H. Quality Assurance Services: Activities, actions, and procedures performed before and during execution of the Work, to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- I. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work, to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Architect.
- 1.4 DELEGATED DESIGN SERVICES
- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

- B. Delegated Design Services Statement: Submit a statement signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

1.5 CONFLICTING REQUIREMENTS

- A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements is specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, inform the Architect regarding the conflict and obtain clarification prior to proceeding with the Work. Refer conflicting requirements that are different, but apparently equal, to Architect for clarification before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified is the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.6 INFORMATIONAL SUBMITTALS

- A. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Entity responsible for performing tests and inspections.
 - 3. Description of test and inspection.
 - 4. Identification of applicable standards.
 - 5. Identification of test and inspection methods.
 - 6. Number of tests and inspections required.
 - 7. Time schedule or time span for tests and inspections.
 - 8. Requirements for obtaining samples.
 - 9. Unique characteristics of each quality-control service.
- C. Reports: Prepare and submit certified written reports and documents as specified.
- D. Permits, Licenses, and Certificates: For Owner's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.

1.7 CONTRACTOR'S QUALITY-CONTROL PLAN

- A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice of Award, and not less than five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities and to coordinate Owner's quality-assurance and quality-control activities. Coordinate with Contractor's Construction Schedule.
- B. Quality-Control Personnel Qualifications: Engage qualified personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.
 - 1. Project quality-control manager may also serve as Project superintendent.
- C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.
- D. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:
 - 1. Contractor-performed tests and inspections, including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections. Distinguish source quality-control tests and inspections from field quality-control tests and inspections.
 - 2. Special inspections required by authorities having jurisdiction and indicated on the Statement of Special Inspections.
 - 3. Owner-performed tests and inspections indicated in the Contract Documents, including tests and inspections indicated to be performed by Commissioning Authority.
- E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and specified inspection. Indicate types of corrective actions to be required to bring the Work into compliance with standards of workmanship established by Contract requirements and approved mockups.
- F. Monitoring and Documentation: Maintain testing and inspection reports, including log of approved and rejected results. Include Work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming Work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.8 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, telephone number, and email address of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.

7. Identification of product and Specification Section.
 8. Complete test or inspection data.
 9. Test and inspection results and an interpretation of test results.
 10. Record of temperature and weather conditions at time of sample-taking and testing and inspection.
 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 12. Name and signature of laboratory inspector.
 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, telephone number, and email address of technical representative making report.
 2. Statement on condition of substrates and their acceptability for installation of product.
 3. Statement that products at Project site comply with requirements.
 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 6. Statement of whether conditions, products, and installation will affect warranty.
 7. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, telephone number, and email address of factory-authorized service representative making report.
 2. Statement that equipment complies with requirements.
 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 4. Statement of whether conditions, products, and installation will affect warranty.
 5. Other required items indicated in individual Specification Sections.
- D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.
- 1.9 QUALITY ASSURANCE
- A. Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.

- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that is similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities be performed by entities who are recognized experts in those operations. Specialists will satisfy qualification requirements indicated and engage in the activities indicated.
- G. Testing and Inspecting Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented in accordance with ASTM E329, and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect, demonstrate, repair, and perform service on installations of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
 - 1. Build mockups of size indicated.
 - 2. Build mockups in location indicated or, if not indicated, as directed by Architect.
 - 3. Notify Architect seven days in advance of dates and times when mockups will be constructed.
 - 4. Employ supervisory personnel who will oversee mockup construction. Employ workers who will be employed to perform same tasks during the construction at Project.
 - 5. Demonstrate the proposed range of aesthetic effects and workmanship.
 - 6. Obtain Architect's approval of mockups before starting corresponding Work, fabrication, or construction.
 - a. Allow seven days for initial review and each re-review of each mockup.
 - 7. Promptly correct unsatisfactory conditions noted by Architect's preliminary review, to the satisfaction of the Architect, before completion of final mockup.

8. Approval of mockups by the Architect does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
9. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
10. Demolish and remove mockups when directed unless otherwise indicated.

1.10 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspection they are engaged to perform.
 2. Costs for retesting and reinspecting construction that replaces or is necessitated by Work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.
 1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 2. Engage a qualified testing agency to perform quality-control services.
 3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspection will be performed.
 4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 5. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- D. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the locations from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections, and state in each report whether tested and inspected Work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.

6. Do not perform duties of Contractor.

- E. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."
- F. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- G. Contractor's Associated Requirements and Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
 - 1. Access to the Work.
 - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 - 3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
 - 4. Facilities for storage and field curing of test samples.
 - 5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 - 6. Security and protection for samples and for testing and inspection equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.

1.11 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, as indicated in the Statement of Special Inspections attached to this Section, and as follows:
 - 1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
 - 2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
 - 3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
 - 4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
 - 5. Interpreting tests and inspections and stating in each report whether tested and inspected Work complies with or deviates from the Contract Documents.
 - 6. Retesting and reinspecting corrected Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
 - 1. Date test or inspection was conducted.
 - 2. Description of the Work tested or inspected.
 - 3. Date test or inspection results were transmitted to Architect.
 - 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's and authorities' having jurisdiction reference during normal working hours.
 - 1. Submit log at Project closeout as part of Project Record Documents.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspection, sample-taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 4000

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SECTION 01 4523 – TESTING AND INSPECTONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Drawings, the provisions of the Contract including General Conditions, Supplementary Conditions, Special Conditions, and the Division 01 General Requirements apply to the Work of this Section.

1.2 SUMMARY

A. Intent

1. Define and coordinate special civil testing and inspection services.
2. Define and coordinate conventional testing and inspection services.
3. Provide greater confidence that the specified work is constructed in compliance with the Contract Documents and Chapter 17 of the International Building Code (IBC), 2021 edition.
4. Testing and inspection services are intended to assist in determining probable compliance of the work with requirements specified. These services do not relieve the Contractor of responsibility for compliance with the requirements of the Contract Documents.

B. Conditions

1. If inspection of fabricator's work is required, the Owner's representative may require testing and inspection of the work at the plant, before shipment. Owner, Architect Civil Engineer and Structural Engineer of Record (SER) reserve the right to reject material not complying with the Contract Documents.
2. Testing and inspection shall be performed in accordance with the industry standard used as the reference for the specific material or procedure unless other criteria are specified. In the absence of a referenced standard, tests shall be accomplished in accordance with generally accepted industry standards.
3. Work shall be checked as it progresses, but failure to detect any defective work or materials shall in no way prevent later rejection if defective work or materials are discovered, nor shall it obligate Owner to accept such work.

C. Related Requirements:

1. Section 01 4000 "Quality Requirements" for general administrative procedures for testing and inspections.
2. Refer to individual technical specification sections for specific qualifications, inspections, tests, frequency and standards required.
3. For Special Structural Testing and Inspections refer to the following attachment included at the end of this Section:
 - a. Statement of Special Inspections
 - b. Program Summary Schedule.

1.3 REFERENCES

- A. ASTM International (ASTM): Latest editions, unless otherwise specified.
 - 1. ASTM C1077, Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation.
 - 2. ANSI/ASTM C1093, Standard Practice for Accreditation of Testing Agencies for Masonry.
 - 3. ANSI/ASTM D3740, Standard Practice for Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
 - 4. ANSI/ASTM E329, Standard Specification for Agencies Engaged in Construction Inspection and/or Testing
 - 5. ASTM E543, Standard Specification for Agencies Performing Nondestructive Testing.
- B. ICBO Model Program for Special Inspection (excerpts)
 - 1. Chapter 17 of the International Building Code (IBC), 2018 edition.

1.4 DEFINITIONS

- A. Testing: Evaluation of systems, primarily requiring physical manipulation and analysis of materials, in accordance with approved standards.
- B. Inspection: Evaluation of systems, primarily requiring observation and judgement.
- C. Special Structural Testing and Inspection Services: Includes items required by Chapter 17 of the International Building Code (IBC), 2018 edition, and other items which in the professional judgement of the Structural Engineer of Record, are critical to the integrity of the building structure.
- D. Conventional Testing and Inspection Services: Describes those items not specifically required by Code but may be considered essential to the proper performance of the building systems.
- E. Architect of Record: Prime consultant in charge of overall design and coordination of the Project.
- F. Structural Engineer of Record (SER): Licensed Engineer in responsible charge of the structural design for the Project.
- G. Licensed Structural Engineer: Professional engineer with education and experience in the design of structures similar to this Project licensed to practice in the State in which the Project is located.
- H. Testing Agency (TA): Properly qualified firm performing testing services.
- I. Special Inspector (SI): Properly qualified individual or firm performing special inspections.
- J. Building Official: Officer or the Officer's duly authorized representative charged with the administration and enforcement of the International Building Code (IBC), 2018 edition.

- K. Continuous: Full-time observation of work requiring special inspection by an approved special inspector who is present in the area where the work is being performed.
- L. Periodic: Part-time or intermittent observation of work requiring special inspection by an approved special inspector who is present in the area where the work is being performed.

1.5 QUALIFICATIONS

- A. Testing Agency (TA)
 - 1. An approved independent testing agency acceptable to the Owner, Architect, SER and as noted below:
 - a. Authorized to operate in the State in which the Project is located and experienced with the requirements and testing methods specified in the Contract Documents.
 - b. Meeting applicable requirements of Article 1.2 REFERENCES.
 - c. Testing Equipment: Calibrated at reasonable intervals by devices of accuracy traceable to either the National Bureau of Standards, or to accepted values of natural physical constants.
- B. Special Inspector (SI)
 - 1. Under the direct supervision of a registered civil/structural engineer, experienced with the type of work requiring structural testing and special inspection.
 - 2. Special Inspector Categories
 - a. Special Inspector - Technical I, II and III: Usually an employee of a testing agency.
 - b. Special Inspector - Structural I and II: Usually an employee of a testing agency.
 - 3. Unique special inspector requirements, for specific materials and systems, are noted in related technical specification sections.

1.6 RESPONSIBILITIES

- A. Special Structural Testing and Inspection
 - 1. Special Inspectors
 - a. Sign the Structural Testing and Special Inspection Statement of Special Inspections in conjunction with other responsible parties prior to commencement of construction.
 - b. If requested, attend a preconstruction meeting to review the scope of Structural Testing and Special Inspection.
 - c. Test and/or inspect the work assigned for conformance with the building department approved design drawings, specifications, and applicable material and workmanship provisions of the Code. Perform testing and inspection in a timely manner to avoid delay of work.
 - d. Bring discrepancies to the immediate attention of the Contractor for correction, confirm that they are corrected and, if uncorrected after a reasonable period of time, bring to the attention of the Structural Engineer of Record, the Building Official, and to the Architect.
 - e. Submit test and/or inspection reports to the Building Official, Contractor, Structural Engineer of Record, and other designated persons in accordance with the Structural Testing and Special Inspection Statement of Special Inspections.

- f. Submit a final signed report stating whether the work requiring special inspection was, to the best of the inspector's knowledge, in conformance with the approved plans, specifications and the applicable workmanship provisions of the Code.
- B. Testing Agency
1. Sign the Structural Testing and Special Inspection Statement of Special Inspections in conjunction with other responsible parties prior to commencement of construction.
 2. If requested, attend a preconstruction meeting to review scope of structural testing and special inspection.
 3. When engaged as a special inspector, provide structural testing and special inspection services as previously described.
- C. Owner
1. Establish direct funding to provide for cost of structural testing and special inspection services.
 2. Provide special inspector with approved design drawings, specifications and approved shop drawings.
 3. Provide special inspectors and testing agencies with full access to the site at all times.
 4. Sign the Structural Testing and Special Inspection Statement of Special Inspections in conjunction with other responsible parties prior to commencement of construction.
- D. Architect of Record (or Other Prime Consultant)
1. Complete and sign the Structural Testing and Special Inspection Statement of Special Inspections in conjunction with other responsible parties prior to commencement of construction. Provide a completed copy of the schedule to all signed parties including Building Official.
 2. If requested, attend a preconstruction meeting to review scope of structural testing and special inspection.
 3. Coordinate the flow of reports and related information to expedite resolution of construction issues.
- E. Structural Engineer of Record
1. Identify items requiring structural testing and special inspection including special cases.
 2. Define "type" of special inspector required for "description" of work indicated on the Structural Testing and Special Inspection Program Summary Schedule.
 3. Complete and sign the Structural Testing and Special Inspection Statement of Special Inspections prior to commencement of construction.
 4. If requested, attend a preconstruction meeting to review scope of structural testing and special inspection.
 5. Review reports issued by all special inspectors for structural-related scope items.
- F. Contractor
1. Sign the Structural Testing and Special Inspection Statement of Special Inspections in conjunction with other responsible parties prior to commencement of construction.
 2. Arrange and attend a preconstruction meeting to review scope of structural testing and special inspection. Include Contractor, Building Official, SER, testing agency and other parties concerned.
 3. Post or make available the Structural Testing and Special Inspection Statement of Special Inspections and the Structural Testing and Special Inspection Program Summary Schedule within its office at the Project site. Also, provide adequate notification to those

- parties designated on the schedule so they may properly prepare for and schedule their work.
4. Provide the special inspectors, access to the approved Contract Documents at the Project site.
 5. Review all reports submitted by special inspectors.
 6. Retain at the Project site all reports submitted by the special inspectors for review by the building official upon request.
 7. Correct in a timely manner, deficiencies identified in inspection and/or testing reports.
 8. Provide the special inspector safe access to the work requiring inspection and/or testing.
 9. Provide labor and facilities to provide access to the work and to obtain, handle and deliver samples, to facilitate testing and inspection and for storage and curing of test samples.
 10. Verification of conformance of the work within specified construction tolerances is solely the Contractor's responsibility.
- G. Fabricator/Erector
1. Sign the Structural Testing and Special Inspection Statement of Special Inspections in conjunction with other responsible parties prior to commencement of construction.
 2. Submit a Certificate of Compliance to the Building Official, Special Inspector, and Structural Engineer of Record that the work was performed in accordance with the Contract Documents.
 3. If requested, attend a preconstruction meeting to review scope of structural testing and special inspection.
- H. Building Official (Typical responsibilities noted for information only)
1. Determine work, which in the Building Official's opinion, involves unusual hazards or conditions in accordance with the International Building Code (IBC), 2018 edition.
 2. Review special inspector qualifications.
 3. Accept and sign the completed Structural Testing and Special Inspection Statement of Special Inspections.
 4. Review qualifications of all fabricators who perform work in their shop, which require special inspection.
 5. Review reports and recommendations submitted by the special inspectors.
 6. Review the "final signed reports" submitted by the special inspector(s). These documents should be accepted and approved by the building department prior to issuance of a Certificate of Occupancy.
- I. Conventional Testing and Inspection
1. Testing Agency
 - a. Test or inspect the work assigned, for conformance with building department approved plans, specifications and applicable workmanship provisions of the International Building Code (IBC), 2018 edition
 - b. Bring nonconforming items to the immediate attention of the Contractor, and if uncorrected to the Architect of Record.
 - c. Submit test and/or inspection reports to the Architect of Record, the Contractor and other designated persons.
 2. Contractor
 - a. Provide adequate notification to testing agency so they may properly prepare for and schedule their work.
 - b. Provide testing agency with access to the approved design drawings, approved shop drawings and specifications at the Project site.

- c. Correct in a timely manner, deficiencies identified in test and/or inspection reports.
 - d. Provide testing agency with safe access to the work requiring testing and inspection.
 - e. Provide labor and facilities to provide access to the work and to obtain and handle samples, to facilitate testing and inspection, and for storage and curing of test samples.
 - f. Verification of conformance of the work within specified construction tolerances is solely the Contractor's responsibility.
 3. Architect of Record (or other Prime Consultant)
 - a. Coordinate the flow of reporting and related information to expedite resolution of construction issues.
 - J. Inspections by Building Official
 1. Contractor: Provide adequate notice for inspections performed by Building Official, as required by the International Building Code (IBC), 2021 edition and local ordinance.
 - K. Periodic Site Observations by Design Consultant
 1. Special structural testing and inspection, conventional testing and inspection, and periodic inspections by the Building Official do not preclude normal field involvement and site observations by Architect or Structural Engineer of Record, nor shall it relieve Contractor of any responsibility to complete the work in accordance with the Contract Documents.
 - L. Limits of Authority
 1. Testing Agents and/or Special Inspectors: May not waive or alter Contract requirements, or approve or accept any portion of the Work unless specifically authorized by the Architect or Structural Engineer of Record. They may not assume any duties of the Contractor, and they have no authority to stop or reject the Work.
- 1.7 PAYMENT
- A. Owner
 1. Directly employ and pay for services of the special inspectors to perform required Structural Testing and Special Inspection.
 2. Directly employ and pay for services of the testing agency to perform required Conventional Testing and Inspection.
 - B. Contractor
 1. Provide and pay for all materials, samples, mock-ups, and assemblies required for testing and inspection and pay for all shipping costs related to delivery of this work.
 2. Pay for exploratory work, if required, to determine the cause of defects.
 - a. Cost of such work shall be paid by the Contractor responsible for such work, if the work is found to be defective, in the judgement of the Architect/Engineer. Contractor shall reimburse the Owner for all costs incurred in this event.
 - b. If the work is not defective in the judgement of Architect/Engineer of Record, this cost will be paid by the Owner.
 3. Perform tests required to qualify the Contractor, or the Contractor's employees for any phase of the work, at no additional cost to the Owner.

- C. Testing Agency: Pay for shipping costs of samples transported from site to laboratory.

1.8 INSPECTION NOTICE

- A. Contractor
 - 1. Provide minimum of 24 hours' notice for all items requiring testing or inspection.
 - 2. Do not place items requiring testing and inspection services prior to or during placement until testing and inspection services are available.
 - 3. Do not enclose or obstruct items requiring testing and inspection services after placement until testing and inspection services are performed.

1.9 REPORTS

- A. Testing Agency and/or Special Inspectors: Submit a report in accordance with the Special Structural Testing and Inspection Schedule, conduct and interpret tests and inspections, state:
 - 1. Whether test specimens and observations comply with Contract Documents;
 - 2. Specifically state deviations;
 - 3. Record types and locations of defects found in work, and;
 - 4. Record work required and performed to correct deficiencies.
- B. Reports for Special Structural Testing and Inspection: Submit in timely manner to the Contractor, Building Official, SER, and Architect of Record.
 - 1. Submit reports for ongoing work, to provide the information indicated below.
 - a. Date issued
 - b. Project title and number
 - c. Firm name and address
 - d. Name and signature of tester or inspector
 - e. Date and time of sampling
 - f. Date of test or inspection
 - g. Identification of product and specification section
 - h. Location in Project, including elevations, grid location and detail.
 - i. Type of test or inspections
 - j. Results of tests or inspections and interpretation of same
 - k. Observations regarding compliance with Contract Documents or deviations therefrom.
 - 2. Final Reports: Submit Final Report signed and stating that, to the best knowledge of the Special Inspector, the work requiring testing and/or inspection conforms to the Contract Documents.
- C. Reports for Conventional Testing and Inspection: Submit in timely manner to the Contractor, SER and the Architect of Record.

1.10 FREQUENCY OF TESTING AND INSPECTION

- A. For detailed requirements refer to individual technical specification sections, and the Structural Testing and Special Inspection Program Summary Schedule at the end of this Section.

1.11 PROTECTION AND REPAIR

- A. Contractor: Upon completion of testing, sample-taking, or inspection, repair damaged work and restore substrates and finishes to eliminate deficiencies, including deficiencies in the visual qualities of exposed surfaces, as judged solely by the Architect/Engineer of Record. Protect work exposed by or for testing and/or inspection and protect repaired work. Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for testing and/or inspection.

1.12 TESTS TO DEMONSTRATE QUALIFICATION

- A. If the Contractor proposes a product material, method, or other system that has not been prequalified, the Architect may require applicable tests, to establish a basis for acceptance or rejection. These tests will be paid for by the Contractor.
- B. The Architect/Engineer of Record reserves the right to require certification or other proof that the system proposed is in compliance with any tests, criteria or standards called for. Certificate shall be signed by a representative of an independent testing agency.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 STRUCTURAL TESTING AND SPECIAL INSPECTION PROGRAM SUMMARY

- A. Parties involved shall complete and sign the Structural Testing and Special Inspection Statement of Special Inspections. The Program, including Summary Schedule, shall be submitted to the Building Official for approval prior to issuance of a building permit. The completed schedule shall include the following:
 - 1. Specific listing of the items requiring inspection and testing.
 - 2. Associated specification section and article which defines the applicable standards by which to judge conformance with the Contract Documents in accordance with the International Building Code (IBC), 2021 edition. Specifications section include the degree or basis of inspection and testing, e.g. intermittent/will-call or full time / continuous.
 - 3. Frequency of report, e.g. weekly, monthly, per test/inspection, per floor, etc.
 - 4. Parties responsible for performing the inspection and testing work.
 - 5. Required acknowledgments by each designated party.
- B. Refer to the Structural Testing and Special Inspection Statement of Special Inspections and Program Summary Schedule attached at the end of this Section.

END OF SECTION 01 4523

**STRUCTURAL TESTING AND SPECIAL INSPECTIONS
STATEMENT OF SPECIAL INSPECTIONS**

Project Name: PARSHALL HOTEL and LAUNDROMAT
Location Parshall, ND
Owner: Three Affiliated Tribes of North Dakota | MHA Nation
Building Permit No.: _____

This Statement of Special Inspections is submitted as a condition for permit issuance in accordance with the Structural Testing and Special Inspection requirements of Chapter 17 of the International Building Code (IBC) 2021 edition. It includes a Schedule of Special Inspection services applicable to this Project and the identity of agencies to be retained for conducting these tests and inspections.

The Special Inspector shall keep records of all inspections and shall furnish inspection reports to the Building Official, the Architect, Civil Engineer, and Structural Engineer of Record (SER). Discrepancies shall be brought to the attention of the Building Official, the Architect and the SER. The Special Inspection program does not relieve the Contractor of the Contractor's responsibilities.

Interim reports shall be submitted to the Building Official, the Architect, Civil Engineer and SER.

A Final Report of Special Inspections documenting completion of required Special Inspections, testing, and correction of discrepancies noted in the inspections, shall be submitted prior to issuance of a Certificate of Use and Occupancy.

ACKNOWLEDGMENTS

Owner:	_____	Firm: <u>Three Affiliated Tribes MHA Nation</u>	Date: _____
	<i>(Signature)</i>		
Architect:	_____	Firm: <u>RML Architects, LLC</u>	Date: _____
	<i>(Signature)</i>		
Structural Engineer:	_____	Firm: _____	Date: _____
	<i>(Signature)</i>		
Civil Engineer:	_____	Firm: _____	Date: _____
	<i>(Signature)</i>		
TA:	_____	Firm: _____	Date: _____
	<i>(Signature)</i>		
SI-S	_____	Firm: _____	Date: _____
	<i>(Signature)</i>		
TA:	_____	Firm: _____	Date: _____
	<i>(Signature)</i>		
SI-T	_____	Firm: _____	Date: _____
	<i>(Signature)</i>		

Legend: TA= Testing Agency, F=Fabricator, SI-T=Special Inspector - Technical,
SI-S=Special Inspector - Structural

Accepted for the Building Department by: _____ Date: _____

END OF STATEMENT

SECTION 01 5000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Drawings, the provisions of the Contract including General Conditions, Supplementary Conditions, Special Conditions, and Division 01 General Requirements apply to the Work of this Section.

1.2 SUMMARY

- A. Section includes requirements for:
 1. Temporary utilities
 2. Construction facilities.
 3. Construction Aides.
 4. Vehicular Access and Parking.
 5. Temporary Barriers and Enclosures.
 6. Temporary Controls.
 7. Project Identification.

1.3 TEMPORARY UTILITIES

- A. General
 1. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.
 2. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
 3. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
 4. Strict discipline will be enforced in the use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
 5. Maintain facilities in good operating condition until removal.
 6. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
 7. Remove each temporary facility when the need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facilities. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
- B. Temporary Electricity

1. Electric power service use charges for electricity used by all entities for construction operations will be paid for by the Owner/Construction Manager.
 2. Electrical Contractor to supply and install adequate temporary electrical service as required.
 - a. Service to comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
 - b. Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
 - c. Provide power and lighting to General Contractor's office trailer.
- C. Temporary Fire Protection
1. Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures will be provided by the Construction Manager.
 2. Contractors provide their own fire extinguisher for localized operations.
- D. Temporary Heating, Cooling and Ventilation
1. After building enclosure, unless Owner authorizes use of permanent heating system, the General Contractor will provide adequate temporary heating and ventilation of the existing workspaces. HVAC contractor is responsible for providing gas piping, connections, and venting as required. Use charges shall be paid by the General Contractor.
 2. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
 3. Prior to building enclosure, all Contractors are responsible for providing, maintaining temporary heating units required for the completion of their work.
- E. Temporary Lighting
1. Electrical Contractor to provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 - a. Install and operate temporary lighting that fulfills security and protection requirements without operating the entire system.
 - b. Provide 1 security light at main Construction Manager's job office trailer.
- F. Temporary Telecommunications
1. A list of important telephone numbers will be posted by the Construction Manager in the Construction Manager's onsite office.
 - a. Police and fire departments.
 - b. Ambulance service.
 - c. Consolidated Construction Company home office.
 - d. Architect.
 - e. Engineer's offices.
 - f. Owner's office.
 - g. Principal contractors' field and home offices.
- G. Temporary Water
1. Water service use charges for water used by all entities for construction operations will be paid for by the Construction Manager.
 2. Plumbing Contractor to provide connections and extensions of services as required for construction operations.

3. Where installations below an outlet might be damaged by spillage or leakage, Plumbing contractor to provide a drip pan of suitable size to minimize water damage. Drain accumulated water promptly from pans.

1.4 CONSTRUCTION FACILITIES

A. Field Offices and Sheds

1. The Construction Manager will provide a construction field office of sufficient size to accommodate needs of The Construction Manager's construction personnel.
2. Contractors to provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
 - a. Store combustible materials apart from building.

B. Sanitary Facilities

1. Construction Manager will provide temporary toilets for use by construction personnel.
 - a. Use of Owner's existing toilet facilities will NOT be permitted.

1.5 VEHICULAR ACCESS AND PARKING

A. Temporary Access Roads

1. Site Excavation Contractor to construct and maintain temporary roads adequate for construction operations. Locate temporary roads within construction limits indicated on Drawings.
 - a. Provide dust-control treatment that is non-polluting and non-tracking. Reapply treatment as required to minimize dust.
2. Site Excavation contractor to construct and maintain temporary roads adequate for construction operations. Locate temporary roads in same location as permanent roads and paved areas. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.
 - a. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
 - b. Prepare subgrade and install subbase and base for temporary roads and paved areas according to Division 31 Section "Earthwork."
 - c. Recondition base after temporary use, including removing contaminated material, regrading, Proof rolling, compacting, and testing.
3. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.

B. Temporary Parking Areas

1. Use public areas of on-street parking areas for construction personnel. Parking in Owner's parking lots will not be permitted unless otherwise stated.

- C. Traffic Control
 - 1. Comply with requirements of authorities having jurisdiction.
 - a. Protect existing site improvements to remain including curbs, pavement, and utilities.
 - b. Maintain access for fire-fighting equipment and access to fire hydrants.
 - 2. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
 - 3. Traffic Control to be provided by whatever Subcontractor is completing work that requires it.
- D. Staging Areas
 - 1. Construction materials to be staged within the construction limits as indicated on the drawings or as indicated by the Construction Manager's field operations manager.

1.6 TEMPORARY BARRIERS AND ENCLOSURES

- A. Temporary Fencing
 - 1. Temporary project fencing and gates may be provided by the Construction Manager as required and maintained by fence supplier.
- B. Temporary Tree and Plant Protection
 - a. Comply with requirements specified in Division 2 Section "Tree Protection and Trimming."
 - b. Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.

1.7 TEMPORARY CONTROLS

- A. Temporary Environmental Controls
 - 1. All Contractors to comply with requirements in Section 017419 "Construction Waste Management and Disposal".
 - 2. The General Contractor will provide waste-collection containers in sizes adequate to handle waste from construction operations.
 - a. Contractors are responsible for cleaning up their work area at the end of the day and disposing of garbage and recycling materials into the proper containers.
 - b. Recycling will be enforced on the job site.
 - 3. Dumpsters and recycling containers are to be used for general construction waste only. Demolition Contractor is responsible for providing and maintaining their own dumpster.

1.8 SNOW REMOVAL

- A. Snow plowing of the project site to be the responsibility of General Contractor. Snow removal of contractor work areas is the responsibility of the contractor performing the work. All

contractors and sub-contractors to provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

1.9 STORMWATER CONTROL

- A. Storm water Control: Site Contractor to comply with authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of storm water from heavy rains.

1.10 PROJECT IDENTIFICATION

- A. Temporary Project Signage
 - 1. Construction Manager to provide project identification and other signs. Install signs where indicated to inform public and individuals seeking entrance to Project. Unauthorized signs are not permitted.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 5000

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SECTION 01 6000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Drawings, the provisions of the Contract including General Conditions, Supplementary Conditions, Special Conditions, and Division 01 General Requirements apply to the Work of this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
 - 1. Section 01 2500 "Substitution Procedures" for requests for substitutions.
 - 2. Section 0 13300 "Submittal Procedures" for submitting products, materials and systems approved by substitution.

1.3 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Salvaged items or items reused from other projects are not considered new products. Items that are manufactured or fabricated to include recycled content materials are considered new products, unless indicated otherwise.
 - 3. Comparable Product: Product by named manufacturer that is demonstrated and approved through the comparable product submittal process described in Part 2 "Comparable Products" Article, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
2. Protect stored products from damage and liquids from freezing.

1.4 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 1. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products, using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 4. Inspect products on delivery to determine compliance with the Contract Documents and that products are undamaged and properly protected.
- C. Storage:
 1. Store products to allow for inspection and measurement of quantity or counting of units.
 2. Store materials in a manner that will not endanger Project structure.
 3. Store products that are subject to damage by the elements under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation and with adequate protection from wind.

4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 1. **Manufacturer's Warranty:** Written standard warranty form furnished by individual manufacturer for a particular product and issued in the name of the Owner or endorsed by manufacturer to Owner.
 2. **Special Warranty:** Written warranty required by the Contract Documents to provide specific rights for Owner and issued in the name of the Owner or endorsed by manufacturer to Owner.
- B. **Special Warranties:** Prepare a written document that contains appropriate terms and identification, ready for execution.
 1. **Manufacturer's Standard Form:** Modified to include Project-specific information and properly executed.
 2. **Specified Form:** When specified forms are included in the Project Manual, prepare a written document, using indicated form properly executed.
 3. See other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. **Submittal Time:** Comply with requirements in Section 017700 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. **General Product Requirements:** Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. **Standard Products:** If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties meeting requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," Architect will make selection.
 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.

B. Product Selection Procedures:

1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
3. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications may additionally indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

2.2 COMPARABLE PRODUCTS

A. Conditions for Consideration of Comparable Products: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with the following requirements:

1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those of the named basis-of-design product. Significant product qualities include attributes, such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects, with project names and addresses and names and addresses of architects and owners, if requested.
5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 6000

SECTION 01 7123 – FIELD ENGINEERING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work, including, but not limited to, the following:
 - 1. Field engineering and surveying.

1.2 FIELD ENGINEERING REQUIREMENTS

- A. Contractor shall provide and pay for field engineering services required for the Project, including the following:
 - 1. Establishing lines and levels for proper location and layout of proposed improvements.
 - 2. Establishing, maintaining and perpetuating site control for layout for new buildings, additions and site improvements.
 - 3. Establishment and perpetuation of this site control is critical as it will be used by others on all subsequent phases of the project.

1.3 QUALITY ASSURANCE

- A. Land Surveyor or Engineer Qualifications: A professional land surveyor or engineer retained by the General Contractor who is legally qualified to perform field surveying or engineering services and practice in jurisdiction where Project is located and who is experienced in providing surveying services of the kind indicated.

PART 2 - PRODUCTS (Not used)

PART 3 - EXECUTION

3.1 FIELD ENGINEERING

- A. Establish and continually maintain lines and levels, laid out by instrumentation, for all proposed site improvements, including rough and finish grading, storm sewer, sanitary sewer, curbing, pavements, fencing, walks, elevations, and other site improvements.
- B. Establish and perpetuate site control for layout of new buildings, additions and site improvements.

END OF SECTION 01 7123

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SECTION 01 7413 – PROGRESS CLEANING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Drawings, the provisions of the Contract including General Conditions, Supplementary Conditions, Special Conditions, and Division 01 General Requirements apply to the Work of this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Progress cleaning requirements during construction.
- B. Related Requirements:
 - 1. Section 01 5000 “Temporary Facilities and Controls” for general cleanup and waste removal requirements.
 - 2. Section 01 7700 “Closeout Procedures” for project closeout requirements including final cleaning.
 - 3. Section 01 7419 “Construction Waste Management and Disposal” for administrative and procedural requirements for salvaging, recycling and disposal of demolition and construction waste.
 - 4. Section 31 1000 "Site Clearing" for disposition of waste resulting from site clearing and removal of above- and below-grade improvements.

1.3 PROGRESS CLEANING REQUIREMENTS

- A. The Contractors shall furnish all labor, materials, tools, equipment, and perform all work and services necessary for cleaning up required in conjunction with work performed, as shown on drawings and as specified, in accordance with provisions of the Contract Documents and completely coordinated with work of all other trades.
- B. Special cleaning requirements for specific elements of the Work are included in the appropriate Specification Sections.
- C. Multiple Contracts: Except as otherwise indicated, each Contractor shall be responsible for cleaning of areas and equipment in which they conduct Work. In areas where multiple Contractors are performing work, each Contractor is responsible for final cleaning of its particular area or equipment.
- D. Environmental Requirements: Conduct cleaning and waste disposal operations in compliance with local laws and ordinances. Comply fully with federal and local environmental and anti-pollution regulations.
 - 1. Do not dispose of volatile waste such as mineral spirits, oil or paint thinner in storm or sanitary drains.

- a. Burning or burying debris, rubbish or other waste material on the premises will not be permitted.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by the manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property, or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 DURING CONSTRUCTION

- A. Oversee cleaning and ensure that building and grounds are maintained free from accumulation of waste and rubbish.
- B. Sprinkle dust producing debris with water to control dust plumes and particulate matter.
- C. Clean site and site access at reasonable intervals, but at a minimum once per week. Properly dispose of debris.
- D. Provide metal containers for collection of debris.
- E. Remove oversized debris that does not fit safely in a dumpster and legally dispose off-site.
- F. Manage waste materials in a controlled manner. Do not drop or throw materials from heights.

END OF SECTION 01 7413

SECTION 01 7419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Drawings, the provisions of the Contract including General Conditions, Supplementary Conditions, Special Conditions, and Division 01 General Requirements apply to the Work of this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Disposing of nonhazardous demolition and construction waste.
- B. Related Requirements:
 - 1. Section 02 4119 "Selective Demolition".
 - 2. Section 31 1000 "Site Clearing" for disposition of waste resulting from site clearing and removal of above- and below-grade improvements.

1.3 DEFINITIONS

- A. Construction Waste: Building, structure, and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building, structure, and site improvement materials resulting from demolition operations.
- C. Disposal: Removal of demolition or construction waste and subsequent salvage, sale, recycling, or deposit in landfill, incinerator acceptable to authorities having jurisdiction, or designated spoil areas on Owner's property.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition and construction waste becomes property of Contractor.

- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
 - 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.5 PERFORMANCE REQUIREMENTS

- A. General: Achieve end-of-Project rates for salvage/recycling of 75 percent by weight of total non-hazardous solid waste generated by the Work. Facilitate recycling and salvaging materials.

1.6 ACTION SUBMITTALS

- A. Waste Management Plan: Submit plan within Ten (10) days of date established for the Notice to Proceed.

1.7 QUALITY ASSURANCE

- A. Waste Management Coordinator Qualifications: Experienced firm, or individual employed and assigned by General Contractor, with a record of successful waste management coordination of projects with similar requirements.
- B. Regulatory Requirements: Comply with transportation and disposal regulations of authorities having jurisdiction.
- C. Waste Management Conference(s): Conduct conference(s) at Project site to comply with requirements in Section 01 3100 "Project Management and Coordination."
 - 1. Attendees: Construction Manager, subcontractors, related contractor personnel associated with work of this section, Waste Management Coordinator if any, Architect, material suppliers where appropriate, and Owner personnel as appropriate.
 - 2. Review methods and procedures related to waste management including, but not limited to, the following:
 - a. Review and discuss waste management plan including responsibilities of each contractor and waste management coordinator
 - b. Review requirements for documenting quantities of each type of waste and its disposition.
 - c. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
 - d. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
 - e. Review waste management requirements for each trade.
 - f. Identify and resolve problems of compliance with requirements.
 - g. Review requirements for documenting quantities of each type of waste and its disposal. Record minutes of the meeting, identifying conclusions reached and matters requiring further resolution.
 - h. Make revisions to Construction Waste Management Plan agreed upon during the meeting and incorporate resolutions agreed to be made subsequent to the meeting. Submit revised plan to all attendees. Maintain waste management as an agenda item at future construction meetings.

1.8 WASTE MANAGEMENT PLAN

- A. General: Develop a waste management plan according to ASTM E 1609 and requirements in this Section. Indicate quantities by weight or volume and use same units of measure throughout waste management plan. Plan shall consist of waste identification, waste reduction work plan.
- B. Waste Identification: Indicate anticipated types and quantities of demolition, site-clearing and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.
- C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
 - 1. Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work in compliance with Section 02 4119 "Selective Demolition."
 - 2. Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.
 - 3. Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
 - 4. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
 - 5. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
 - 6. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location where materials separation will be performed.
- D. Cost/Revenue Analysis: Indicate total cost of waste disposal as if there were no waste management plan and net additional cost or net savings resulting from implementing waste management plan. Include the following:
 - 1. Total quantity of waste.
 - 2. Estimated cost of disposal (cost per unit). Include transportation and tipping fees and cost of collection containers and handling for each type of waste.
 - 3. Total cost of disposal (with no waste management).
 - 4. Revenue from salvaged materials.
 - 5. Revenue from recycled materials.
 - 6. Savings in transportation and tipping fees by donating materials.
 - 7. Savings in transportation and tipping fees that are avoided.
 - 8. Handling and transportation costs. Include cost of collection containers for each type of waste.
 - 9. Net additional cost or net savings from waste management plan.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
- B. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan.
- C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work.
 - 1. Distribute waste management plan to everyone concerned within three (3) days of submittal return.
 - 2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged and recycled.
 - 2. Comply with Section 01 5000 "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 SALVAGING DEMOLITION WASTE

- A. Salvaged Items for Reuse in the Work: Salvage items for reuse and handle as follows:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
 - 3. Store items in a secure area until installation.
 - 4. Protect items from damage during transport and storage.
 - 5. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.
- B. Salvaged Items for Sale and Donation: Not permitted on Project site.
- C. Salvaged Items for Owner's Use: Salvage items for Owner's use and handle as follows:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
 - 3. Store items in a secure area until delivery to Owner.
 - 4. Transport items to Owner's storage area designated by Owner.
 - 5. Protect items from damage during transport and storage.

- D. Doors and Hardware: Brace open end of door frames. Except for removing door closers, leave door hardware attached to doors.
- E. Equipment: Drain tanks, piping, and fixtures. Seal openings with caps or plugs. Protect equipment from exposure to weather.
- F. Plumbing Fixtures: Separate by type and size.
- G. Lighting Fixtures: Separate lamps by type and protect from breakage.
- H. Electrical Devices: Separate switches, receptacles, switchgear, transformers, meters, panelboards, circuit breakers, and other devices by type.

3.3 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

- A. General:
 - 1. Recycle paper and beverage containers used by on-site workers.
 - 2. Packaging, including cardboard boxes and packing, polystyrene packing, wood pallets and crates.
- B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to Contractor.
- C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.

3.4 RECYCLING DEMOLITION AND CONSTRUCTION WASTE

- A. Asphalt Paving: Break up and transport paving to asphalt-recycling facility.
- B. Concrete: Remove reinforcement and other metals from concrete and sort with other metals.
- C. Masonry: Remove metal reinforcement, anchors, and ties from masonry and sort with other metals.
- D. Wood Materials: Sort and stack members according to size, type, and length. Separate lumber, engineered wood products, panel products, and treated wood materials.
- E. Metals: Separate metals by type.
 - 1. Structural Steel: Stack members according to size, type of member, and length.
 - 2. Remove and dispose of bolts, nuts, washers, and other rough hardware.
- F. Asphalt Shingle Roofing: Separate organic and glass-fiber asphalt shingles and felts. Remove and dispose of nails, staples, and accessories.
- G. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location. Remove edge trim and sort with other metals. Remove and dispose of fasteners.

- H. Acoustical Ceiling Panels and Tile: Stack large clean pieces on wood pallets and store in a dry location.
- I. Metal Suspension System: Separate metal members, including trim and other metals from acoustical panels and tile, and sort with other metals.
- J. Carpet and Pad: Roll large pieces tightly after removing debris, trash, adhesive, and tack strips.
 - 1. Store clean, dry carpet and pad in a closed container or trailer provided by carpet reclamation agency or carpet recycler.
- K. Carpet Tile: Remove debris, trash, and adhesive.
 - 1. Stack tile on pallet and store clean, dry carpet in a closed container or trailer provided by carpet reclamation agency or carpet recycler.
- L. Piping: Reduce piping to straight lengths and store by material and size. Separate supports, hangers, valves, sprinklers, and other components by material and size.
- M. Conduit: Reduce conduit to straight lengths and store by material and size.
- N. Lamps: Separate lamps by type and store according to requirements in 40 CFR 273.

3.5 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged or recycled, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.

END OF SECTION 01 7419

SECTION 01 7700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Drawings, the provisions of the Contract including General Conditions, Supplementary Conditions, Special Conditions, and the Division 01 General Requirements apply to the Work of this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for Contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final cleaning.
 - 3. Final completion procedures.
 - 4. Project record documents.
 - 5. Final payment.
 - 6. Closeout submittals.
- B. Related Requirements:
 - 1. Section 011100 "Summary" for Construction Phase Requirements.
 - 2. Section 01 7143 "Progress Cleaning" for additional cleaning requirements for substantial completion.
 - 3. Section 01 7700 Attachment "Closeout Checklist".
 - 4. Section 01 7823 "Operation and Maintenance Data" for additional operation and maintenance manual requirements.
 - 5. Section 01 7839 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 6. Individual specification sections for specific closeout requirements.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SUBSTANTIAL COMPLETION PROCEDURES

- A. Prepare for Substantial Completion of the project per Paragraphs 8.1.3, and 9.8 of the General Conditions (see document AIA-A201).
- B. The work will not be reviewed for Substantial Completion until all Construction Phases are sufficiently complete in accordance with Section 9.8 of the General Conditions.

- C. Prior to requesting review by the Architect for determining date of Substantial Completion, General Contractor shall complete and submit the following items:
1. Submit written notification to the Architect that Work of the Project Phase is substantially complete and ready for substantial completion.
 2. Provide a written punch-list of work, prepared by the General Contractor, that in the opinion of the General Contractor is incomplete, defective or on-going.
 3. Architect will review the written notification with reasonable promptness, and:
 - a. If Work is incomplete, defective, or in the opinion of the Architect not ready for review, Architect will notify General Contractor to remedy deficiencies.
 - b. Upon re-notification of substantial completion, Architect will review the Work and, when acceptable, issue Certificate of Substantial Completion.
 - c. If the status of the Work requires re-review by the Architect prior to issuance of Certificate of Substantial Completion, due to failure of the Work to comply with the General Contractor's claims on initial review, the Owner will deduct the additional Architect's compensation amount for re-review services from the final payment to the General Contractor.
 4. Terminate and remove temporary facilities from site, along with construction tools, and similar elements.
 5. Advise Owner of termination of temporary utilities and submit termination or changeover information related to temporary utilities.
 6. Submit operation and maintenance manuals for Work considered substantially complete.
- D. During review for substantial completion by Architect, General Contractor shall document deficient and incomplete items.
1. Upon completion of substantial completion review General Contractor shall submit written list of deficient and incomplete items to the Architect.

3.2 FINAL CLEANING

- A. Prior to requesting review by the Architect for determining date of Substantial Completion, General Contractor shall conduct inspection of sight-exposed interior and exterior surfaces, and of accessible concealed spaces.
1. Remove paint, putty, sealant and labels from all glass and wash and polish all glass surfaces.
 2. Replace, at General Contractor's own expense; all damaged, broken and scratched glass.
 3. Remove all marks, stains, soil or dirt from all painted, tiled or decorated work caused by door replacement.
 4. Repair, patch and touch-up marred surfaces to specified finish to match adjacent surfaces.
 5. Clean all fixtures and equipment and restore to original finish, affected by door replacement.
 6. Clean and polish all hardware.
 7. When space in the building is used as a shop, storage area, etc., the General Contractor will be held responsible for repairs, patching, and cleaning arising from such use.
 8. Thoroughly clean all plumbing fixtures, removing all plaster, paint, stickers, rust stains, and other foreign matter or discoloration, leaving every part in an acceptable condition and ready for use, if soiled due to door replacement work.
 9. Thoroughly clean all heating and related equipment, leaving every part in first class condition, if soiled due to door replacement work.

10. Clean all surfaces of all coils, fan housing, fan wheels, and clean or replace air filters, leaving the installation in first class condition, if soiled due to door replacement work.
 11. Wash and otherwise clean lighting fixtures, if soiled due to door replacement work.
- B. Refer to the individual specification sections for additional cleaning requirements for the specified work.

3.3 FINAL COMPLETION PROCEDURES

- A. Submit written notification to the Architect that Work is complete and ready for final review. Architect will make review with reasonable promptness.
1. If Work is incomplete, defective, or in the opinion of the Architect not ready for final review, Architect will notify General Contractor to remedy deficiencies.
 2. Upon re-notification of final review, Architect will re-review the Work and, when acceptable, issue notification to General Contractor and Owner that Work is in compliance with the Contract Documents.
 3. If the status of the Work requires re-review by the Architect, due to failure of the Work to comply with the General Contractor's claims on final review, the Owner will deduct the additional Architect's compensation amount for re-review services from the final payment to the Contractor.
- B. Extra Materials: Prior to submitting written notification to Architect for final review, furnish extra materials specified in individual specification sections. Deliver to the Project site, and store where directed by the Owner.

3.4 PROJECT RECORD DOCUMENTS

- A. Provide Improved Project Record Documents for the Architect's use, per Paragraphs 3.11 of the General Conditions and Spec Section 01 7839 "Project Record Documents".

3.5 FINAL PAYMENT

- A. In requesting final inspection and accompanying the General Contractor's Final Payment, prepare and submit all items and documents listed under Subparagraph 9.10.1 of the General Conditions.

3.6 CLOSEOUT SUBMITTALS

- A. When the Architect has determined that the Work is acceptable under the Contract Documents and the Contract fully performed, the Contractor shall prepare and submit the final Application for Payment to the Architect together with the following:
1. Closeout Checklist, attached at the end of this Section.
 2. Contractor's Affidavit of Payment of Debts and Claims, AIA Document G706.
 3. Contractor's Affidavit of Release of Liens, AIA Document G706A.
 - a. Contractor's lien waiver in the full amount of the Contract Sum.

- b. Lien waivers from all Subcontractors, sub-subcontractors and major material suppliers who have furnished material for the work under contract with the Contractor or a Subcontractor.
 - c. The lien waivers shall be in the full amount of the contract involved.
4. Consent of surety to final payment on Consent of Surety Company to Final Payment, AIA Document G707.
 - a. Attach copies of completed deficiency lists.
 - b. Include letter from Contractor to Owner stating that non-conforming work has been remedied in accordance with General and Special Conditions.
5. Evidence of compliance with requirements of governing authorities:
 - a. Certificates of Review from all required agencies and departments.
 - b. Certificate of Occupancy
 - c. Copy of Building Permit
6. Construction Record Drawings
 - a. Including Project Manuals.
7. List of completed deficiencies,
 - a. Signed by the Contractor and all subcontractors' whose deficient work required final completion.
8. Completed Payment and Performance Bonds.
9. Items specified for Closeout Manuals.
10. Operating and Maintenance Data
 - a. Including Instructions to Owner's Personnel
11. Warranties and Bonds.

END OF SECTION 01 7700

CLOSEOUT CHECKLIST

PROJECT NAME:	Parshall Hotel & Laundromat	ARCHITECT'S PROJECT NO.:	22-1010
CONTRACTOR:	_____	DATE SUBMITTED:	_____
PROJECT PHASE:	_____	DATE COMPLETE:	_____

Description

SUBSTANTIAL COMPLETION

- _____ Contractor's letter stating readiness for Substantial Completion
- _____ Contractor's punch- list of incomplete items
- _____ System operating and testing reports
- _____ Operation and Maintenance Manuals and Instructions
- _____ Certificate of Substantial Completion (or partial completion)
- _____ Certificate of Occupancy

FINAL COMPLETION

- _____ Contractor's written notice of readiness for Final Inspection
- _____ Application for Final Payment
- _____ Signed "punch-list" showing all items completed
- _____ Contractor's final Summary of Payments
- _____ Lien Waivers and Releases

SUBCONTRACTORS

- _____ Final Contact List of subcontractors and material suppliers
- _____ Contractor's Record Documents
- _____ Final payroll reports, certifications

INDIVIDUAL SECTIONS

- _____ Guarantees and Warranties
- _____ Operation and Maintenance Manuals and Instructions – Final
- _____ Extra Materials
- _____ Attic Stock, Tools and Spare Parts
- _____ Record Drawings & Specifications delivered to A/E team.
*Note: A/E to update electronic files & deliver to Owner.
See contract for quantity.

END OF CHECKLIST

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