PROJECT MANUAL
for
EXTERIOR IMPROVEMENTS
Buildings 6500 and 6550
Camp Gilbert C. Grafton
Devils Lake, North Dakota

Bids must be uploaded to the electronic bid depository at https://bidexpress.com, NOT later than 1:00 p.m. (CT) on Wednesday, September 16, 2026. The Office of the Adjutant General will NOT accept paper, faxed or emailed bids.

Bidding documents referred to herein upon which all bids for construction work shall be based are as follows:

One (1) Title Sheet G000 and Seven (7) Architectural Sheets A200, A201, A300, A301, A302, A400, and A500; dated July 21, 2026.

Specifications and sections included in accordance with Table of Contents and any Addenda issued prior to opening of bids.

OWNER

OFFICE OF THE ADJUTANT GENERAL
State of North Dakota
PO Box 5511
Bismarck, ND 58506-5511
Phone: (701) 791-3069

ARCHITECT

ACKERMAN-ESTVOLD
1907 17th Street SE
Minot, ND 58701
Telephone: (701) 837-8737
www.ackerman-estvold.com

DATED: 25 August 2026

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NOTE: Listing of specifications under specific construction categories does not relieve the Contractors from becoming familiar with all specifications affecting his work.

TABLE OF CONTENTS (Con't)

END OF TABLE OF CONTENTS

NOTE: Listing of specifications under specific construction categories does not relieve the Contractors from becoming familiar with all specifications affecting his work.

INVITATION TO BID

EXTERIOR IMPROVEMENTS
Bldgs. 6500 and 6550
Camp Gilbert C. Grafton
Devils Lake, North Dakota
IFB 26-34 - TOTAL CONSTRUCTION

An electronic bid depository, Bid Express, will be utilized for bidding. If you have **never** registered with Bid Express, the first step is to create an account at https://bidexpress.com. Central Time (CT) will be used when issuing the bid.

Once your business is registered, email a copy of your North Dakota Contractor's License to ng.nd.ndarng.list.g9-contracts@army.mil. Upon confirmation of your North Dakota Contractor's License by this Agency, you will then be invited to access Bid Express, where the drawings, specifications, addendums, and project manual may be downloaded at no charge. Your emailed request must include the IFB number, along with contact information, including your name, business name, address, and telephone number.

All addendums related to this project will be uploaded to Bid Express. To receive timely notifications of addendums, complete the registration and invitation process in Bid Express. Do not wait until bid opening day to request your invite to Bid Express.

The closing date for submission of bids is Wednesday, September 16, 2026, at 1:00 p.m. CT. The electronic bid depository locks promptly at 1:00 p.m. CT and will not accept late bids. Bidders must begin the electronic submission process well in advance of the bid response deadline to allow for transmission and resolution of any technical difficulties. Be advised, the OWNER is not responsible for a Bidder's failure to timely submit a Bid Response due to any technical difficulties. If you experience technical difficulties, do not contact the OWNER. You must contact the customer service department at Bid Express (888) 352-2439. Be advised, paper, faxed or emailed bids, or bid modifications, will NOT be accepted by the OWNER. All modifications to bid prices must be made by the individual bidder, through the utilization of the electronic bid depository. The OWNER is not responsible for handling or overseeing last minute modifications.

Questions pertaining to the project specifications or drawings must be directed to the project architect, Ackerman-Estvold, one week prior to the bid opening. Therefore, the deadline for questions from prospective bidders is Wednesday, September 9, 2026.

In addition to downloading from Bid Express, the bidding documents are on file at plan rooms and builder's exchanges in the following North Dakota locations: Bismarck, Fargo, Grand Forks, Mandan, and Minot, as well as Rapid City, SD and Minneapolis, MN.

Bids will be read aloud via teleconference at 2:00 p.m. CT on Wednesday, September 16, 2026. To listen to the bid opening, you must call in using the following ID Number: (571) 616-7941; ID No. 844 000 912#

Each bid must be accompanied by a bidder's bond made payable to The Adjutant General, State of North Dakota, and executed by the bidder as principal and by a surety company authorized to conduct business in North Dakota, in a sum equal to five percent (5%) of the bidder's highest total bid combination, including all add alternates to the bid items; conditioned that if the bid is accepted and the contract awarded, the bidder within ten (10) business days after notice of such award, will effect and execute a contract in accordance with the terms of their bid and provide payment and performance bonds as required by North Dakota laws and regulations. A template entitled “AIA Document A310, Bid Bond”, is provided within the electronic project manual and should be used to execute the bid guarantee.

In compliance with Section 43-07-12 of the North Dakota Century Code, each contractor submitting a bid must upload a copy of their North Dakota Contractor's License issued by the ND Secretary of State. Contractors must be licensed for the highest amount of their total bid combination including add alternates; and their ND Contractor’s License must have been in effect at least ten (10) days prior to the date of the bid opening.

No bid will be read or considered which does not fully comply with the requirement herein for a bid bond and a ND Contractor’s License. Both documents must be uploaded to “Bid Express” as separate attachments to your bid. A Certificate of Good Standing will NOT be accepted in lieu of a North Dakota Contractor’s License.

The OWNER reserves the right to hold all legitimate bids for a period of thirty (30) days following the date fixed for the bid opening. It is the intent of the OWNER to award a contract to the lowest and best bidder. The OWNER further reserves the right to reject any or all bids and to waive irregularities and shall incur no legal liability for the State of North Dakota for the payment of any funds until the contract is awarded and approved by the proper authorities.

In compliance with Section 48-01.2-10 of the North Dakota Century Code, the successful bidder (awardee) shall be required to furnish payment and performance bonds covering the faithful performance of the contract award and the payment of all obligations thereunder, and all additional obligations required by the laws of the State of North Dakota. Each payment and performance bond shall be in an amount equal to the full amount of the contract award.

Questions may be directed to the Office of the Adjutant General, Contract Management Branch, Bismarck, North Dakota, Telephone (701) 791-3069.

AIA® Document A701® – 2018

Instructions to Bidders

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

THE OWNER:
(Name, legal status, address, and other information)

OFFICE OF THE ADJUTANT GENERAL
State of North Dakota
PO Box 5511
Bismarck, ND 58506-5511

THE ARCHITECT:
(Name, legal status, address, and other information)

TABLE OF ARTICLES

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as 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 necessary information and 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.

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.

§ 1.2 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 or Owner, 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;
- **.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;
- **.5** the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception;
- **.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 prices in this Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- **.8** unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to bid opening, directly or indirectly, to any other Bidder or to any competitor; and
- **.9** no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

§ 2.2 Site Investigation and Conditions Affecting the Work

§ 2.2.1 The Bidder acknowledges that the Bidder has taken steps reasonably necessary to ascertain the nature and location of the Work, and that the Bidder has investigated and is satisfied as to the general and local conditions which can affect the Work or its cost, including but not limited to:

- **.1** conditions bearing upon transportation, disposal, handling, and storage of materials;
- **.2** the availability of labor, water, electric power, and roads;
- **.3** uncertainties of weather, river stages, tides, or similar physical conditions at the site;
- **.4** the conformation and conditions of the ground; and
- **.5** the character of equipment and facilities needed preliminary to and during work performance.

§ 2.2.2 The Bidder also acknowledges that the Bidder is satisfied as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Owner, as well as from the drawings and specifications made a part of the Bidding Documents. Any failure of the Bidder to take the actions described and acknowledged in this paragraph will not relieve the Bidder from responsibility for estimating properly the difficulty and cost of successfully performing the Work, or for proceeding to successfully perform the Work without additional expense to the Owner.

§ 2.2.3 The Owner assumes no responsibility for any conclusions or interpretations made by the Bidder based on the information made available by the Owner. Nor does the Owner assume responsibility for any understanding reached or representation made concerning conditions which can affect the Work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this Contract.

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.)

Bidding Documents may be downloaded from bidexpress.com after receiving access or obtained through local plan rooms and exchanges. Refer to the Invitation to Bid.

§ 3.1.2 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.

§ 3.1.3 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.

(Paragraph deleted)
§ 3.1.4 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 Bidders and sub-bidders requiring clarification or interpretation of Bidding Documents shall make a written or verbal request which shall reach the Architect at least seven days prior to the date for receipt of Bids.
(Paragraphs deleted)

§ 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.

§ 3.2.4 Where a clear understanding of the work is prevented due to contradictions between the drawings and the specifications, and there is not sufficient time to make an interpretation, correction, or change as per subparagraph

3.2.3, the Bidder shall consider the more restrictive conditions as governing and/or shall bid the larger quantity or better quality of work. Appropriate adjustment, if required, will be made after contract award.

§ 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.

§ 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.

§ 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. Under no condition, shall Bids be submitted on work or materials not approved by the Architect for this specific project, even though approval might have been given on other projects previously.

§ 3.3.6 Those requesting Architect consideration of their products as "equal" in accord with subparagraph 3.3.2, shall make such request in electronic PDF format providing space for Architect approval and/or comments on each item requested. An electronic PDF copy of the request form, with Architect action on same, will be returned to the proposer.

§ 3.3.7 Bidders and Sub-bidders submitting proposals on individually specified items of Work or on Work included in complete Specification sections, must quote in accord with all requirements of Plans and Specifications without modification or exclusion.

§ 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 uploaded to bidexpress.com and provided to local plan rooms and exchanges.

§ 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, or one which includes additional prior approvals, or one which is essential to the bidding process.

§ 3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge receipt of all Addenda on the Bid Form. Failure to acknowledge all Addenda may cause rejection of Bid.

ARTICLE 4 BIDDING PROCEDURES
§ 4.1 Preparation of Bids
§ 4.1.1 Bids must be uploaded to the electronic bid depository at bidexpress.com. A sample Bid response form is included in the project manual labeled as "Sample Bid Form".

§ 4.1.2 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.

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

(Paragraphs deleted)
§ 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.)

Bidders Bond: 5%. Reference AIA Document A310 for an electronic template.

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

§ 4.2.3 If a Bid Bond is required, it may be secured through the Bidder's usual sources provided the surety is licensed to do business in the State of North Dakota. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the attorney-in-fact's power of attorney. AIA Document A310, Bid Bond, will be provided by the Owner and should be used to execute the surety bond.

§ 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 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.)

Bids must be uploaded to the electronic bid depository at bidexpress.com.

§ 4.3.2 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.

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

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

(Paragraph deleted)
§ 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 through the online bid depository at bidexpress.com.

§ 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 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.)

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 award a Contract to the lowest responsive and best Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Specifications, and to determine the lowest and best Bidder on the basis of the sum of the Bid Items and Alternates accepted.

§ 5.3.3 If this Contract is funded in whole or in part with federal funds, the Owner shall not make any award or permit any award (subcontract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under the DOD implementation of 2 CFR Part 180 (at 2 CFR Part 1125).

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement
Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 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 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Such bonds must cover all additional obligations required by the laws of the State of North Dakota.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 Required performance and payment bonds shall be secured through a surety licensed to do business within the state of North Dakota. If any surety upon any bond furnished in connection with the Contract becomes unacceptable to the State of North Dakota, or if any such surety fails to furnish reports as to the financial conditions of the surety from time to time as requested by the state of North Dakota, or if the Contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer, the Contractor shall promptly furnish such additional security as may be required to protect the interests of the State of North Dakota and of persons supplying labor or materials in the prosecution of the Work contemplated by this Contract.

§ 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.)

§ 7.1.5 Companies executing the bond as sureties must be among those appearing in the Treasury Department's list of approved sureties and must be acting within the limitations set forth therein.

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required payment and performance bonds to the Owner within ten days of notification of award of a contract for the Work. 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 before the date of the Contract execution.

§ 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.)

.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.)

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

.4 Building Information Modeling Exhibit, if completed:

N/A

.5 Drawings:

Number	Title	Date

.6 Specifications:

Section	Title	Date	Pages

.7 Addenda:

Number	Date	Pages

.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.)

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents listed below:
(List here any additional documents that are intended to form part of the Proposed Contract Documents.)

BID OPENING: BIDS WILL ONLY BE ACCEPTED VIA THE BID DEPOSITORY AT WWW.BIDEXPRESS.COM UNTIL 1:00 PM CT ON 16 SEPTEMBER 2026.

TOTAL CONSTRUCTION
INVITATION NO: IFB 26-34

Office of the Adjutant General
ATTN: NGND-G9-CM
030 Fraine Barracks Lane (58504)
P.O. Box 5511
Bismarck, North Dakota 58506-5511

16 September 2026

The undersigned being familiar with the local conditions affecting the cost of the work, and after careful and complete examination of all sections of the Project Manual; to include Invitation to Bid, Instructions to Bidders, Bid Form, and sample Contract Documents; including General and Additional Conditions, Architectural/Engineering Specifications, and Drawings as prepared by Ackerman-Estvold, Minot, North Dakota and their consultants and the Office of the Adjutant General, Directorate of Installations and Environment; and

Issued Addenda No.'s ___________

hereby proposes to furnish all labor, materials, equipment and services required for Exterior Improvements, Buildings 6500 and 6550, Camp Gilbert C. Grafton, Devils Lake, North Dakota, in accordance with the following:

BID ITEM NO. 1: (Exterior Improvements – Building 6500):

____

___________________________________Dollars $ ____________________________

BID ITEM NO. 2: (Exterior Improvements – Building 6550):

____

___________________________________Dollars $ ____________________________

The undersigned agrees to start and complete all work within the time limits set forth in Construction Schedule section of the specifications.

Accompanying and uploaded as an attachment to this bid, is a bidder's bond in a sum equal to five percent (5%) of the total bid, including all add alternates, which shall be forfeited to the Owner should the bidder fail to effect a contract and deliver Payment and Performance Bonds and other documents required by Instructions to Bidders within ten (10) days after receipt of notice to award.

<The remainder of this page intentionally left blank.>

TOTAL CONSTRUCTION
INVITATION NO: IFB 26-34 (con't)

In submitting this bid, it is understood that the right is reserved by the Owner to reject any or all bids, and it is agreed that this bid may not be withdrawn for a period of thirty (30) days after the opening of bids.

In compliance with the laws of the State of North Dakota, the undersigned is a licensed contractor duly registered with the Secretary of State under License Number ____________________, Class ____________, which license has been renewed or granted on the___________ day of ____________________________ 20___.

The names of all persons interested in the foregoing bid as principals are:
(NOTE: If bidder or other interested person is a corporation, give legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of firm and names of all individual co-partners composing the firm; if bidder or other interested person is an individual, give first and last names in full.)

____

____

____

Respectfully submitted,

FIRM: ___________________________________

BY: ___________________________________
(e-signature)

TITLE: ___________________________________

Business Address: ___________________________

____

____

Email Address: ____________________________

Telephone No.: ____________________________

Fax No.: _________________________________

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)
OFFICE OF THE ADJUTANT GENERAL
State of North Dakota
PO Box 5511
Bismarck, ND 58506-5511

BOND AMOUNT: $

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

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

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

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

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as 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 necessary information and 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.

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

Signed and sealed this day of ,

	(Contractor as Principal) *(Seal)*
(Witness)	*(Title)*
	(Surety) *(Seal)*
(Witness)	*(Title)*

AIA Document A101® – 2017

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

AGREEMENT No. made as of the day of in the year
(In words, indicate day, month and year.)

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

OFFICE OF THE ADJUTANT GENERAL
State of North Dakota
PO Box 5511
Bismarck, ND 58506-5511

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

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

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

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as 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 necessary information and 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.

TABLE OF ARTICLES

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.

[X] 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:

§ 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

§ 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 ($), subject to additions and deductions as provided in the Contract Documents.

Item	Price

§ 4.2 Alternates

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

Item	Price

§ 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

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

Item	Price

§ 4.4 Unit prices, if any:
(Paragraph deleted)

Item	Quantity/Unit	Price per Unit ($0.00)

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

Scheduled completion date carries a liquidated damages clause which is referenced in Article 13.7 General Conditions of the Contract for Construction.

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

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:

The period covered by each Application for Payment shall be one calendar month. Email a draft copy of the Application for Payment to the Architect and the Construction Coordinator no later than the TENTH day of the following month, except the month of June.

§ 5.1.3
(Paragraphs deleted)
The Owner requires FORTY-FIVE days AFTER Owner's receipt of Certificate of Payment from the Architect/Engineer for processing and issuing of payment.

§ 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.)

10% of the Contractor's Total Completed and Stored to Date amount.

§ 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.)

N/A

§ 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.)

The Owner may withhold retainage as stated in Section 5.1.7.1 from payments otherwise due when less than 50% of the Contract Sum to Date is complete and from the payment due when 50% completion of the Contract Sum to Date is first attained. On subsequent payments, the Owner may withhold retainage equal to 5% of the Contract Sum to Date.

§ 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.)

Up to 95% of the amount previously retained may be paid at the discretion of the Architect/Engineer.

§ 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 45 days AFTER THE OWNER'S RECEIPT of the Architect's final Certificate of Payment.

§ 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.)

0 % 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.)

(Paragraphs deleted)

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.

(Paragraphs deleted)

§ 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)

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

§ 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:

None.

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.)

N/A

.5 Drawings

Number	Title	Date

.6 Specifications

Section

REFER TO EXHIBIT A FOR A SUMMARY LIST OF SPECIFICATIONS DESCRIBED IN THE PROJECT MANUAL.

.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

[**X**] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
AGND Document 418	Labor Provisions Standards	April 2024	1-2
AGND Document 419	Federal Provisions	March 2025	1-4

.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.)

Number	Title	Date
IFB	Invitation to Bid	
AIA Document 701	Instructions to Bidders	2018 Edition
N/A	Contractor’s Bid Form	
N/A	Contractor’s Bid Bond	

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

OWNER *(Signature)*

(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)

AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the day of in the year
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

THE OWNER:
(Name, legal status and address)

OFFICE OF THE ADJUTANT GENERAL
State of North Dakota
PO Box 5511
Bismarck, ND 58506-5511

THE CONTRACTOR:
(Name, legal status and address)

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as 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 necessary information and 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.

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

TABLE OF ARTICLES

ARTICLE A.1 GENERAL
The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE
§ A.2.1 General
Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance
The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance

§ A.2.3.1 If required in Administrative Requirements, Section 01 3000 of the Specifications, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. This property insurance shall in no case be less than that specified in Exhibit A of the Standard Form of Agreement. 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 Paragraph 9.10 of AIA Document 201 or until no person or entity other than the Owner has an insurable interest in the property required by this Paragraph A.3.4 to be covered, whichever is later. The Owner (The Adjutant General, State of North Dakota) and all Contractors, Subcontractors and Sub-subcontractors in the Project shall be endorsed on this policy as additional insureds**.**

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	**Sub-Limit**

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	**Sub-Limit**

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Contractor shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. A property insurance deductible is allowed as identified in Exhibit A of the Contract for Construction. The Contractor purchasing and maintaining this insurance shall pay all costs not covered because of such deductible, except that each and every Contractor (prime, subcontractor, sub-subcontractor, etc.) who sustains a loss shall be responsible for said deductible as pertains to materials and/or equipment stored off the site or in transit. Once materials and/or equipment are on site or have been installed and are a permanent part of the building itself, all losses shall be the responsibility of the Contractor furnishing the property insurance.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures
If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.
The Owner shall purchase and maintain the insurance selected and described below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[ ] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

[ ] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

[ ] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

[ ] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[ ] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

[ ] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

[ ] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.
The Owner shall purchase and maintain the insurance selected below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[ ] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)

[ ] **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS
§ A.3.1 General
§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability, Automobile Liability, and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage
§ A.3.2.1 The insurance required by Subparagraph 11.1.1 of AIA Document 201 General Conditions of the Contract for Construction shall be written for not less than the limits of liability specified in Exhibit A or required by law, whichever coverage is greater. Neither the Owner nor the Architect shall be responsible in the event limits are insufficient. Coverages shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment. Products and completed operations coverage will be maintained for a period of one year after final payment unless longer warranty period is specified.

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than $500,000.00 per person, $2,000,000.00 each occurrence, $2,000,000.00 general aggregate, and $2,000,000.00 aggregate for products-completed operations hazard, providing coverage for claims including

- **.1** damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- **.2** personal injury and advertising injury;
- **.3** damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- **.4** bodily injury or property damage arising out of completed operations; and
- **.5** the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- **.1** Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- **.2** Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- **.3** Claims for bodily injury other than to employees of the insured.
- **.4** Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- **.5** Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- **.6** Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- **.7** Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- **.8** Claims related to roofing, if the Work involves roofing.
- **.9** Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- **.10** Claims related to earth subsidence or movement, where the Work involves such hazards.
- **.11** Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than $500,000.00 per person and $2,000,000.00 per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than $2,000,000.00 per occurrence.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 Only if applicable, if the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than $1,000,000.00 per claim and $1,000,000.00 in the aggregate.

(Paragraphs deleted)

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.
(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[X] **§ A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

[ ] **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for Work within fifty (50) feet of railroad property.

[ ] **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[X] **§ A.3.3.2.4** Unless otherwise provided in the Contract Documents, this property insurance shall cover portions of the Work stored off the site and portions of the Work in transit in the limits specified in Exhibit A of the Contract for Construction.

[ ] **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[ ] **§ A.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits

§ A.3.4 Performance Bond and Payment Bond
The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum ($0.00)
Payment Bond	
Performance Bond	

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

THE OWNER:
(Name, legal status and address)

OFFICE OF THE ADJUTANT GENERAL
State of North Dakota
PO Box 5511
Bismarck, ND 58506-5511

THE ARCHITECT:
(Name, legal status and address)

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as 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 necessary information and 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™, Guide for Supplementary Conditions.

TABLE OF ARTICLES

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and 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.

§ 1.1.2 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.

§ 1.1.4 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.

§ 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.

§ 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 Omissions from the drawings or specifications or the mis-description of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or mis-described details of the work but they shall be performed as if fully and correctly set forth and described in the drawings and 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
§ 1.4.1 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.

§ 1.4.2 In the event of conflicting provisions, the more specific provision will take precedence over the less specific; the more stringent will take precedence over the less stringent; the more expensive item will take precedence over the less expensive. On all drawings, figures take precedence over scaled dimensions. Scaling of dimensions, if done, is done at the Contractor's own risk. In case of a conflict between the Contract Documents, if not reconciled by Addendum, the Architect/Engineer and the Owner will determine which document is the most specific and the Contractor shall do the Work accordingly, at no change in price.

§ 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.

(Paragraphs deleted)
ARTICLE 2 OWNER
§ 2.1 General
§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within 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 Information and Services Required of the Owner
§ 2.2.1 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.

§ 2.2.2 The term "Architect," throughout these Contract Documents, refers to the person or entity lawfully engaged in the practice of architecture or engineering and who is identified as the Architect or Engineer on page one of the Standard Form of Agreement Between Owner and Contractor (AIA® Document A101®).

§ 2.2.3 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.

§ 2.2.4 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.

(Paragraphs deleted)
§ 2.2.5 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.

§ 2.2.6 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.

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

§ 2.4 Owner's Right to Carry Out the Work
If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of 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.

§ 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.

§ 3.1.4 If the Contractor hereunder is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

§ 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 and geotechnical report, if any.

§ 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.

§ 3.2.3 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.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such construction means, methods, techniques, sequences or procedures. If the Contractor determines that such construction means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect, as approved by the Owner. If the Contractor is then instructed to proceed with the required construction means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any resulting loss or damage arising solely from those Owner-required 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.

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

§ 3.5 Warranty

§ 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 Contractor shall furnish to the Architect, when requested, material certifications on manufactured items to be used on this project.

§ 3.5.4 Defects of any kind, due to faulty work or materials appearing during the above-mentioned period must be immediately made good by the Contractor at the Contractor's own expense to the entire satisfaction of the Owner and Architect. Such construction and repairs shall include the costs of all damages to the finish or furnishings of the building resulting from the original defect or repairs thereto. Where equipment is required to be replaced, the one-year warranty shall be reinstated for that piece of equipment from date of replacement.

§ 3.5.5 The Contractor shall guarantee and maintain the stability of all work and materials and keep same in perfect repair and condition for the period of one (1) year from the date of final acceptance of the Work, but with respect to any part of the Work which the Owner takes possession of prior to final acceptance, such guarantee shall continue for a period of one year from the date the Owner takes possession.

§ 3.5.6 The guarantee shall not apply to injuries or damages occurring after final acceptance due to "acts of God," fire, violence, abuse or carelessness of other Contractors or agents of the Owner; however, the Owner reserves the right to make temporary repairs as necessary to keep equipment in operating condition without voiding the Contractor's guarantee nor relieving the Contractor of any responsibilities during the guarantee period.

§ 3.5.7 This guarantee shall be extended where other guarantees for different lengths of time are specifically called for in the Contract Documents or where manufacturer's standard warranties extend for a longer period.

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws
§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. Where the Contract Documents require Work better than that required by statute, the Contract Documents shall govern.

§ 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; 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. In the event the Contractor does not employ a superintendent, the Contractor must subcontract with another entity to ensure a competent superintendent meets the requirements of this section. 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 Contingent upon the Prime General Contractor's Work being timely scheduled and performed, the Contractor shall, within ten days after Contract award or another period of time determined by the Owner and Architect, prepare and submit to the Architect for approval, five copies of a practicable schedule showing by written description, the order in which the Contractor proposes to perform the Work, and the dates on which the Contractor contemplates starting and completing the several salient features of the Work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of Work scheduled for completion by any given date during the period.

§ 3.10.2 The schedule shall not exceed the time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project or by the Architect, shall be related to the entire Project to the extent required by the Contract Documents, shall provide for expeditious and practicable execution of the Work and shall allow the Architect reasonable time to review all required submittals.

§ 3.10.3 If the Contractor fails to submit or resubmit an approved schedule within the time prescribed, the Architect may withhold approval of progress payments until the Contractor submits the required schedule.

§ 3.10.4 Contingent upon the Prime General Contractor's Work being timely scheduled and timely performed, during construction, the Contractor shall enter the actual progress on the chart as directed by the Architect. If, in the opinion of the Architect, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve progress, including those that may be required by the Architect, without additional cost to the State. In this circumstance, the Architect may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Architect deems necessary to demonstrate how the approved rate of progress will be regained.

§ 3.10.5 Failure of the Contractor to comply with the requirements of the Architect under this clause shall be grounds for a determination by the Owner and Architect that the Contractor is not prosecuting the Work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Owner may terminate the Contractor's right to proceed with the Work, or any separable part of it, in accordance with the termination for cause terms of this Contract.

§ 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. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action.

§ 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. If shop drawings, samples, or similar submittals are not resubmitted to the Architect after the Architect has made corrections thereto, it will be assumed the Contractor has checked and approved all corrections made.

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

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval 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 approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such 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 approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 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.

§ 3.12.11 The Architect and Owner may duplicate, use and disclose, in any manner and for any purpose, shop drawings delivered under this Contract and all subcontracts hereunder at any tier.

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations (including storage of materials) at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents as approved by the Architect and Owner, and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 The Contractor shall at all times so conduct the Work as to ensure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the Work, and to ensure the protection of persons and property. No road or street shall be closed to the public except with the permission of the proper authorities. Fire hydrants on or adjacent to the Work shall be kept accessible to firefighting equipment at all times. Temporary provisions shall be made by the Contractor to ensure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, irrigation ditches, etc., which shall not be obstructed.

§ 3.13.3 The Contractor shall hold and save the Owner, its officers, employees, and agents, free and harmless from liability of any nature occasioned by Contractor's operations on the site.

§ 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.

§ 3.15 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 and authorized representatives of the State and Federal Governments with access to the Work in preparation and progress wherever located. The Contractor shall furnish without additional charges, all reasonable facilities necessary for safe and convenient inspections. The Contractor shall confine the Work, the storage of items, and parking within the building and the "Contract Limit Lines" shown on the Site Plan.

§ 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 Contractor agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies including Owner, officers, and employees (State), from claims resulting from the performance of the contractor or its agent, including all costs, expenses and attorneys' fees, which may in any manner result from or arise out of this agreement, except claims based upon the State's sole negligence or intentional misconduct. The legal defense provided by Contractor to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Any attorney appointed to represent the State must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08. Contractor also agrees to reimburse the State for all costs, expenses and attorneys' fees incurred in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

§ 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.

§ 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.

§ 4.2 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, and from time to time during the one-year period for correction of Work as described in 12.2. 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.

§ 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

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.

§ 4.2.5 Based on the Architect's evaluations of the work and 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 approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or 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.

§ 5.1.2 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, 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.

§ 5.2.2 The Contractor shall not contract with any person or entity declared ineligible under Federal laws or regulations from participating in Federally assisted construction projects or to whom the Owner or the Architect has made reasonable objection under the provisions of Subparagraph 5.2.1. The Contractor shall not be required to contract with anyone to whom the Contractor has a reasonable objection.

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

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity previously selected and to whom the Owner and Architect have made no reasonable objection except with the written consent of the Owner and Architect.

§ 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.

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§ 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.

§ 7.1.4 Neither the Owner nor the Architect is responsible to give notice of Change Orders, Construction Change Directives, and/or orders for minor changes in the Work to the surety (if any).

§ 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 Contractor, in connection with any proposal for a Change Order, shall furnish a price breakdown, itemized as required in Subparagraph. 7.2.3 below. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all materials, labor, equipment,subcontract, and overhead costs, as well as profit, and shall cover all work involved in the change proposal, whether such work was deleted, added, or changed. Any amount claimed for subcontracts shall be supported by a similar price breakdown. In addition, if the change proposal includes a time extension, a justification therefor, shall also be furnished. The proposal, together with the price breakdown and time extension justification, shall be furnished by the date specified by the Owner.

§ 7.2.3 Costs for proposals to perform changes in the Work consisting of additions, deletions, or other revisions shall be limited to the following:

- .1 Actual labor costs involved to include fringe benefits required by agreement or custom plus ten (10%) for all labor overhead factors which include job superintendent salary and subsistence.
- .2 Actual costs of materials, supplies, and equipment including all transportation costs and applicable taxes
- .3 Actual rental costs of machinery and equipment, exclusive of hand tools
- .4 Ten percent (10%) of direct labor, material, supplies, equipment, and rental gross amounts and ten percent (10%) of subcontracts for all overhead and profit factors, which includes all insurance costs.
- .5 One percent (1%) for all bond premium adjustments unless actual costs are greater as evidenced by invoices or other data.
- .6 Credits are to be calculated in a similar manner, but not including overhead and profit factors, except when both additions and credits covering related Work or substitutions are involved in a change proposal, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change proposal.

§ 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;
- **.4** As provided in Section 7.3.4; or
- **.5** By the method provided in subparagraph 7.2.3. This method will be utilized exclusively for all construction change directives unless other above listed methods are specifically authorized by Owner.

§ 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, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating theparties' agreement with such costs.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect 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.

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; 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. The following will not be considered justifications for extension of time unless due to one of the cause stated within this Article 8: (a) delay caused by subcontractors, sub-subcontractors, or suppliers, except if the supplier goes out of business and another supplier cannot be found in time to meet the schedule; (b) shortage of employees.

§ 8.3.2 Claims relating to time shall be subject to the same notice and timing requirements as any other claim.

§ 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.

§ 8.4 Notices to the Owner of Labor Disputes

§ 8.4.1 If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the Contractor shall immediately give notice, including all relevant information, to the Owner.

§ 8.4.2 The Contractor agrees to insert the substance of this clause, including this paragraph 8.4.2, in any subcontract to which a labor dispute may delay the timely performance of this Contract, except that each subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify the next higher tier subcontractor or the prime Contractor, as the case may be, of all relevant information concerning the dispute.

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.

§ 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 and which are accompanied by a Change Order indicating the parties' agreement with costs associated with such Work.

§ 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 Contractor shall submit Application for Payment to Architect, with signature, to include notarization of Contractor's signature. Said application for payment shall be written on AIA Document G702, Application and Certificate for Payment, templates of which shall be furnished by the Owner.

§ 9.3.1.4 If required by Architect, Contractor shall furnish with each Application for Payment lien waivers from specified subcontractors and suppliers for labor and materials approved for progress payment under previous application.

§ 9.3.1.5 Applications for payment made prior to Substantial Completion shall reflect a retainage equal to 10% of the Contractor's Total Completed and Stored to Date amount. The Owner may withhold retainage from payments otherwise due when less than 50% of the Contract Sum to Date is complete and from the payment due when 50% completion of the Contract Sum to Date is first attained. On subsequent payments, the Owner may withhold retainage equal to 5% of the Contract Sum to Date. Upon Substantial Completion of the Work, up to 95% of the amount previously retained may be paid at the discretion of the Architect. Final payment of all moneys due the Contractor shall be made immediately following completion and acceptance of the project as provided in paragraph 9.10.

§ 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 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.

§ 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.

(Paragraph deleted)
§ 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. The Owner shall have forty-five days AFTER receipt of Certificate for Payment from Architect for administrative processing and issuance of payment. No contractor payment shall become due and/or unpaid prior to the expiration of said forty-five day period.

§ 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 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.

§ 9.6.9 Retainage and payments of to the Contractor will be pursuant to N.D.C.C. § 48-01.2-13.

§ 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.

§ 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.

§ 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, (3) a written statement that the Contractor knows of no 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.

§ 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.

§ 9.10.6 Items specifically required by Owner to be submitted by Contractor prior to final payment as per Subparagraph 9.10.2 as a minimum, are enumerated as follows:

- .1 Contractor's Affidavit of Payment of Debts and Claims, conditioned that the Contractor has satisfied all obligations for all materials and equipment furnished and all work, labor, and services performed in connection with the performance of this Contract, and further, that the Contractor will indemnify the Owner against all liability for any and all claims, judgments, and costs brought or obtained by subcontractors, all suppliers of materials and equipment, and all performers of work, labor, or services arising in any manner out of the performance of the Contract.
- .2 Consent of Surety to Final Payment (if performance/payment bonds were required).
- .3 Contractor's Release or Waiver of Liens.
- .4 Current Statement of ND Tax Commissioner relating to income tax and sales tax clearance.
- .5 Current Certificate of Premium Payment to North Dakota Workforce Safety and Insurance.

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.

§ 10.1.1 When required by the Owner, the Contractor shall submit to the Owner a copy of the written safety program to be used as guidelines and direction for the Contractor's and subcontractors' activities. This program must meet all federal, state, and local laws, regulations, and other legal requirements and shall include the following minimum provisions:

- .1 a worksite safety policy and mission statement.
- .2 assigned responsibilities among management, supervisors, and employees.
- .3 a system for periodic self-inspections, including inspections of job sites, materials, work performance, and equipment.
- .4 a thorough accident and injury reporting and investigation process.
- .5 a safety orientation program including first aid, medical attention, emergency facilities, fire protection and

prevention, housekeeping, illumination, sanitation, personal protective equipment, and occupational noise exposure.

.6 a safety training program including safety "toolbox" meetings and other systems for ongoing training and also including training for employees on the recognition, avoidance, and prevention of unsafe conditions.

§ 10.1.2 It will be a condition of this Contract and shall be made a condition of each subcontract entered into pursuant to this contract, that the Owner shall assume no liability relating to its receipt and review of the Contractor's safety plan or activities. Safety remains the responsibility of the Contractor. Furthermore, the right of the Owner to receive and review the safety plan or activities 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.

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

§ 10.2.3 The Contractor shall 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.

§ 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 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.

§ 10.3.4 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.

§ 10.3.5 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.

§ 10.3.6 No material, supplies, or equipment shall be furnished or installed by the Contractor for this Project which contains hazardous materials. A hazardous material is any material, because of its quantity, concentration, physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or the environment if released into the workplace or the environment; or any material that is required to have a Safety Data Sheet.

§ 10.3.7 Exceptions to 10.3.6:

.1 Lubricating oil is exempt if the total volume of each type of lubricating oil handled at that facility does not exceed 55 gallons, and the total volume of all types of lubricating oil handled at that facility does not exceed 275 gallons at any one time.

.2 Hazardous material contained solely in a consumer product for direct distribution to, and use by, the general public (this exemption does NOT include the materials used to manufacture these products).

.3 Any material that is in transit under active shipping papers and are on site for 30 days or less.

.4 The on-premises use, storage, or both, of propane in the amount not to exceed 300 gallons used for the sole purpose of heating the employee work areas within the business.

§ 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, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, such insurance as will protect the Contractor from claims set for below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
.4 Claims for damages insured by usual personal injury liability coverage;
.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
.7 Claims for bodily injury or property damage arising out of completed operations; and
.8 Claims involving the Contractor's indemnity obligations under Section 3.18, however such coverage shall not limit the Contractor's indemnity obligations.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 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.

§ 11.1.5 The liability insurance required by Section 11.1.1 shall be written for not less than $2,000,000 per occurrence, $2,000,000 aggregate limit for bodily injury, property damage, personal injury, contractual and completed operations/product liability, EXCEPT that these amounts may be higher if insurer furnishing the umbrella or excess coverage requires larger amounts.

§ 11.1.6 Failure to provide insurance as required in this Contract is a material breach of contract entitling the Owner to terminate this Contract immediately.

§ 11.1.7 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period for correction of Work. The certificates shall show the Owner as an additional insured on the Contractor's commercial general liability and excess or umbrella liability policy or policies.

§ 11.1.8 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations.

§ 11.1.9 The insurance coverages listed above must meet the following additional requirements:
1) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. Optional Provision: The amount of any deductible or self-retention is subject to approval by the State.
2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.
3) The State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this agreement shall not be limited by the insurance required in this agreement.
4) The state of North Dakota and its agencies, officers, and employees (State) shall be endorsed on the commercial general liability policy on a primary and noncontributory basis, including any excess policies (to the extent applicable), as additional insured. The State shall have all the benefits, rights, and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor.
5) The insurance required in this agreement, through a policy or endorsement, shall include:
a) a "Waiver of Subrogation" waiving any right to recovery the insurance company may have against the State.
b) a provision that Contractor's insurance coverage shall be primary (i.e. pay first) as respects any insurance, self-insurance or self-retention maintained by the State and that any insurance, self-insurance or self-retention maintained by the State shall be in excess of the Contractor's insurance and shall not contribute with it.
c) cross liability/severability of interest for all policies and endorsements.
d) The legal defense provided to the State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary.
e) The insolvency or bankruptcy of the insured Contractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Contractor from meeting the retention limit under the policy.
6) The Contractor shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this agreement. All endorsements shall be provided as soon as practicable.
The Contractor shall provide a certificate of insurance prior to commencement of this agreement and any required endorsements as soon as practicable electronically to:

OFFICE OF THE ADJUTANT GENERAL
ng.nd.ndarng.list.g9-certified-payrolls@army.mil

7) Failure to provide insurance as required in this agreement is a material breach of contract entitling the State to terminate this agreement immediately.
8) Contractor shall provide at least 30-day notice of any cancellation or material change to the policies or endorsements. Contractor shall provide on an ongoing basis, current certificates of insurance during the term of the contract. A renewal certificate will be provided 10 days prior to coverage expiration.

§ 11.2 Waivers of Subrogation
§ 11.2.1 The Owner does not waive any rights against the Contractor (term "Contractor" includes any of Contractor's subcontractors, sub-subcontractors, agents and employees, each of the other) for losses caused by Contractor's negligence or intentional act or failure to act.

(Paragraphs deleted)
§ 11.3 Adjustment and Settlement of Insured Loss
§ 11.3.1 All references in above listed paragraphs that refer to Owner's duties/responsibilities, Owner's property insurance, Owner as "fiduciary", etc., shall be changed to mean Contractor's duties/responsibilities, Contractor's property insurance, Contractor as "fiduciary", etc. The Contractor referred to in these paragraphs is that Contractor responsible for purchasing and maintaining the property insurance.

(Paragraphs deleted)
§ 11.3.2 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. 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.

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. 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.

(Paragraph deleted)
§ 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
This Contract is governed by the laws of the State of North Dakota. Any action to enforce this Contract must be brought in the State District Court of Burleigh County, North Dakota.

§ 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 within forty-five (45) days of the due date shall bear 0.00% interest per annum.

§ 13.6 Maintenance of Records by Contractor

The Contractor shall maintain all directly pertinent books, documents, papers, and other records involving transactions related to this Contract for three years after the Owner makes final payment and all other pending matters are closed.

§ 13.7 Liquidated Damages

§ 13.7.1 The parties agree that damages for non- performance by the Contractor would be difficult to estimate at the time of entering this contract. If the Contractor fails to complete the Work within the time specified in the Contract, or any extension, the Contractor shall pay to the Owner as liquidated damages the amount of $100.00 for each day of delay, plus any costs incurred by the Owner for legal review and Contract modification.

§ 13.7.2 If the Owner terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Owner in completing the Work.

§ 13.7.3 If the Owner does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the Work is completed or accepted.

§ 13.8 Hiring Preference

Pursuant to N.D.C.C. § 43-07-20, the Contractor must give preference to the employment of bona fide North Dakota residents, as determined by N.D.C.C. § 54-01-26, with preference given first to honorably discharged disabled veterans and veterans of the armed forces of the United States, as defined in N.D.C.C. § 37-19.1-01, who are deemed to be qualified in the performance of that work. The preference shall not apply to Engineering, superintendence, management, or office or clerical work.

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 If one of the reasons described in Section 14.1.1 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.3 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 14.1.2.

(Paragraph deleted)

§ 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 order the Contractor in writing to suspend, delay or interrupt the Work of this Contract for the period of time that the Owner determines appropriate for the convenience of the State.

§ 14.3.2 If the performance of all or any part of the Work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Owner in the administration of this Contract, or (2) by the Owner's failure to act within the time specified in this Contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the Contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Contract.

§ 14.3.3 A claim under this clause shall not be allowed:

- .1 for any costs incurred more than 21 days before the Contractor shall have notified the Owner in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and

.2 unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner, by written notice, may terminate this Contract, in whole or in part, when it is in the best interest of the State. If this Contract is so terminated, the Owner shall be liable only for payment in accordance with the payment provisions of this Contract for Work executed prior to the effective date of termination, and costs incurred by reason of such termination.

§ 14.4.2

(Paragraphs deleted)

If this Contract is so terminated, the Owner shall be liable only for payment in accordance with the payment provisions of this Contract for Work executed prior to the effective date of termination, and costs incurred by reason of such termination.

(Paragraphs deleted)

§ 14.5 Termination by the Owner for Lack of Funding or Authority

§ 14.5.1 The Owner, by written notice, may terminate this Contract under any of the following conditions:

.1 If funding from federal, state, or other sources is not available at levels sufficient to allow for the continuation of the Work.

.2 If federal or state laws or rules are modified or interpreted in a way that the Work under this contract is no longer eligible for the funding proposed for payments authorized by this contract.

.3 If any license, permit or certificate required by law or rule, or by the terms of this contract, is for any reason denied, revoked, suspended or not renewed.

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, 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 with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. 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.

(Paragraphs deleted)
§ 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. The Owner does not agree to binding arbitration, mediation or any other form of mandatory Alternative Dispute Resolution. The parties may enforce the rights and remedies in judicial proceedings. The Owner does not waive any right to a jury trial.

§ 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 approve or reject Claims by written decision, which shall state the reasons therefor and which shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the Initial Decision Maker shall be final and binding on the parties but subject to litigation.

§ 15.2.6 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.

(Paragraph deleted)
§ 15.2.7 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.

(Paragraph deleted)
§ 15.3 Alternative Dispute Resolution
The parties under this Contract shall have the option to resolve disputes by means of alternative dispute resolution. However, the Owner does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution, nor does the Owner waive any right to a jury trial. The parties shall retain their right to seek remedies in judicial proceedings.
(Paragraphs deleted)

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LABOR STANDARDS PROVISIONS

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (CWHSSA)

1.1 OVERTIME REQUIREMENTS

1.1.1 No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

1.2 VIOLATION - LIABILITY FOR UNPAID WAGES LIQUIDATED DAMAGES

1.2.1 In the event of any violation of the clause set forth in paragraph 1.1.1 the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1.1.1, in the sum of $32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1.1.1.

1.3 WITHHOLDING FOR UNPAID WAGES AND LIQUIDATED DAMAGES

1.3.1 **Withholding process.** The Contracting Officer may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section of the contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

1.3.2 **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with paragraph 1.3.1 over claims to those funds by:
.1 A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
.2 A contracting agency for its reprocurement costs;
.3 A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
.4 A contractor's assignee(s);
.5 A contractor's successor(s); or
.6 A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

1.4 SUBCONTRACTS

1.4.1 The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1.1 through 1.5 of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1.1 through 1.5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

1.5 ANTI-RETAILIATION

1.5.1 It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
.1 Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
.2 Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
.3 Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
.4 Informing any other person about their rights under CWHSSA or this part.

1.6 PAYROLL AND BASIC RECORDS

1.6.1 The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after the prime contract is complete. The records shall contain the name, last known address, telephone number, email address, social security number, correct classification(s) of work actually performed; hourly rates of wages paid, daily and weekly number of hours actually worked, deductions made, and actual wages paid.

1.6.2 The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph 1.4.1 of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

FEDERAL PROVISIONS

The following federal laws and regulations apply to this contract.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

NONDISCRIMINATION

The Contractor agrees that no person shall be subject to discrimination or denied benefits in connection with the Contractor's performance under this Contract. Accordingly, and to the extent applicable, the Contractor covenants and agrees to comply with the following national policies on dis- crimination:

(1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), as implemented by Department of Defense (DoD) regulations at 32 CFR part 195.

(2) On the basis of gender, blindness, or visual impairment, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as implemented by DoD regulations at 32 CFR part 196.

(3) On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90.

(4) On the basis of disability, in the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56.

(5) On the basis of disability in the Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.) related to physically handicapped persons' ready access to, and use of, buildings and

facilities for which federal funds are used in design, construction, or alteration.

LOBBYING

(1) The contractor covenants and agrees to comply with the restrictions on lobbying in 31 U.S.C. 1352, as implemented by DoD at 32 CFR part 28, and submit all disclosures required by that statute and regulation.
(2) The contractor covenants and agrees to comply with the prohibition in 18 U.S.C. 1913 on the use of federal funds, absent express Congressional authorization, to pay directly or indirectly for any service, advertisement or other written matter, telephone communication, or other device intended to influence at any time a Member of Congress or official of any government concerning any legislation, law, policy, appropriation, or ratification.
(3) If the contractor is a nonprofit organization described in section 501(c)(4) of title 26, United States Code (the Internal Revenue Code of 1968), you may not engage in lobbying activities as defined in the Lobbying Disclosure Act of 1995 (2 U.S.C., chapter 26). If we determine that you have engaged in lobbying activities, we will cease all payments to you under this and other contracts and terminate the contracts unilaterally for material failure to comply with the contract terms and conditions.

OFFICIALS NOT TO BENEFIT

The contractor covenants and agrees to comply with the requirements that no member of Congress shall be admitted to any share or part of this contract, or to any benefit arising from it, in accordance with 41 U.S. C. 6306.

HATCH ACT

The contractor agrees to comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508) concerning political activities of certain state and local government employees, as implemented by the Office of Personnel Management at 5 CFR part 151, which limits political activity of employees or officers of state or local governments whose employment is connected to an activity financed in whole or part with federal funds.

DRUG-FREE WORKPLACE

The Contractor covenants and agrees to comply with the requirements regarding drug-free workplace requirements in Subpart B of 2 CFR part 182.

ENVIRONMENTAL PROTECTION

The Contractor covenants and agrees to comply with all following applicable federal environmental laws and regulations. The laws and regulations identified in this section are not intended to be a complete list.
(1) Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.), Federal Water Pollution Control Act (33 U.S.C. 1251-1387, Clean Water Act (33 U.S.C. 1251, et seq.), and standards, orders, or regulations issued under those acts.
(2) Report any violations of the Acts, standards, orders or regulations to both the award administration office and the appropriate regional office of the EPA.
(3) Comply with applicable provisions of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), as implemented by the Department of Housing and Urban Development at 24 CFR part 35. The requirements concern lead-based paint in buildings owned by the Federal Government or housing receiving federal assistance.
(4) Immediately identify to us, any potential impact that you find this contract may have on:

a. The quality of the “human environment”, as defined in 40 CFR 1508.14, including wetlands; and provide any help we may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321 et seq.), the regulations at 40 CFR 1500-1508, and Executive Order 12114, if applicable; and assist us to prepare Environmental Impact Statements or other environmental documentation. In such cases, you may take no action that will have an environmental impact (e.g., physical disturbance of a site such as breaking of ground) or limit the choice of reasonable alternatives to the proposed action until we provide written notification of federal compliance with NEPA or Executive Order 12114.
b. Flood-prone areas and provide any help we may need to comply with the National Flood Insurance Act of 1968, as amended by the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.
c. A land or water use or natural resource of a coastal zone that is part of a federally approved state coastal zone management plan and provide any help we may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.) including preparation of a Federal agency Coastal Consistency Determination.
d. Coastal barriers along the Atlantic and Gulf coasts and Great Lakes’ shores and provide help we may need to comply with the Coastal Barrier Resources Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.
e. Any existing or proposed component of the National Wild and Scenic Rivers system and provide any help we may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).
f. Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source and in wellhead protection areas and provide any help we may need to comply with the Safe Drinking Water Act (42 U.S.C. 300f et seq.).

(5) Comply fully with the Endangered Species Act of 1973, as amended (ESA, at 16 U.S.C. 1531 et seq.) and implementing regulations of the Departments of the Interior (50 CFR parts 10-24) and Commerce (50 CFR parts 217-227). You also must provide any help we may need in complying with the consultation requirements of ESA section 7 (16 U.S.C. 1536) applicable to federal agencies or any regulatory authorization we may need resulting from performance under this contract. This is not in lieu of responsibilities you have to comply with provisions of the Act that apply directly to you as a U.S. entity, independent of receiving this contract.
(6) Comply with the Marine Mammal Protection Act of 1972, as amended (MMPA, at 16 U.S.C. 1361 et seq.) and provide any assistance we may need in obtaining any required MMPA

permit resulting from performance under this contract.

PURCHASE OF RECOVERED MATERIALS

The Contractor agrees to comply with applicable requirements in EPA regulations (40 CFR part 247, Subpart B) which implement section 6002 of the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. 6962).

NATIVE AMERICAN GRAVES PROTECTION AND REPATRIATION

The Contractor agrees to comply with the requirements of 43 CFR part 10, the Department of the Interior implementation of the Native American Graves Protection and Repatriation Act of 1990 (25 U.S.C., chapter 32), if applicable.

USE OF UNITED STATES FLAG CARRIERS

The Contractor covenants and agrees that travel supported by U. S. Government funds under this agreement shall:

(1) Comply with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118, also known as the "Fly America" Act), as implemented at 41 CFR 301-10.131 through 301-10.143. The law and regulations provide that U.S. Government-financed international air travel of passengers and transportation of personal effects or property must use a U.S. Flag air carrier or be performed under a cost-sharing arrangement with a U.S. carrier, if such service is available.

(2) Include the requirements of the Fly America Act in all subcontracts that might involve international air transportation.

(3) Comply with the following requirements of the Department of Transportation at 46 CFR 381.7, in regulations implementing the Cargo Preference Act of 1954:

a. Pursuant to Public Law 83-664 (46 U.S.C. 55305), at least 50 percent of any equipment, materials or commodities procured, contracted for, or otherwise obtained with funds under this contract, and which may be transported by ocean vessel, must be transported on privately owned United States flag commercial vessels, if available.

b. Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in section 8.a of this section must be furnished to both our award administrator (through you in the case of your contractor's bill-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

NONPROCUREMENT SUSPENSION AND DEBARMENT

The Contractor is subject to the nonprocurement debarment and suspension regulations. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. The Contractor agrees to comply with the DOD implementation of 2 CFR Part 180 (at 2 CFR Part 1125) by checking the Excluded Parties List System (EPLS) at www.sam.gov to verify contractor eligibility to receive contracts and subcontracts resulting from this Agreement. The Contractor shall not solicit offers from, nor award contracts or subcontracts to contractors listed in EPLS. This verification shall be documented in the contractor's contract files and shall be subject to audit by the Federal/State audit agencies.

HISTORIC PRESERVATION

The Contractor agrees to identify to us any:

(1) Property listed or eligible for listing on the National Register of Historic Places that will be affected by this contract, and provide any help we may need, to comply with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 306108), as implemented by the Advisory Council on Historic Preservation regulations at 36 CFR part 800 and Executive Order 11593, "Identification and Protection of Historic Properties," [3 CFR, 1971- 1975 Comp., p. 559]. Impacts to historical properties are included in the definition of "human environment" that require impact assessment under NEPA.

(2) Potential for irreparable loss or destruction of significant scientific, prehistorical, historical, or archeological data, and provide any help needed, to comply with the Archaeological and Historic Preservation Act of 1974 (54 U.S.C. chapter 3125).

WHISTLEBLOWER PROTECTIONS

Contractor agrees to comply with 10 U.S.C. 2409, including the:

(1) Prohibition on reprisals against employees disclosing certain types of information to specified persons or bodies.

(2) Requirement to notify your employees in writing, in the predominant native language of the workforce, of their rights and protections under that statute.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Section 889 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019 (Public Law 115-232):

(1) Prohibits the head of an executive agency from obligating or expending loan or grant funds to procure or obtain, extend, or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain the equipment, services, or systems prohibited systems as identified in section 889 of the NDAA for FY 2019.

(2) In accordance with 2 CFR 200.216 and 200.471, all awards that are issued on or after August 13, 2020, recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

a. Procure or obtain;

b. Extend or renew a contract to procure or obtain; or

c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(3) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), section (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(4) See Public Law 115-232, section 889 for additional information.

(5) Covered Foreign Country means the People's Republic of China.

(6) Telecommunications Cost means the cost of using communication and telephony technologies such as mobile phones, land lines, and internet.

(7) Do Not Contract with the Enemy (2 CFR 183**).**

TRAFFICKING IN PERSONS

The Contractor agrees to comply with requirements concerning trafficking in persons specified in the award term at 2 CFR 175.15(b), as applicable.

ADDITIONAL REQUIREMENTS

(1) Prohibition on Using Funds under Grants and Cooperative Agreements with Entities that Require Certain Internal Confidentiality Agreements.

(2) You may not require your employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.

(3) You must notify your employees, contractors, and subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with this contract, inclusive of these general terms and conditions are no longer in effect.

(4) The prohibition in paragraph 1.a. of this section does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a federal department or agency governing the nondisclosure of classified information.

(5) If the Federal Government determines that you are not in compliance with these provisions, it:

a. Will prohibit your use of funds under this contract, in accordance with section 743 of Division E of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Public Law 113-235) or any successor provision of law.

b. May pursue other remedies available for your material failure to comply with award terms and conditions.

THE INFRASTRUCTURE INVESTMENT AND JOBS ACT

The Contractor covenants and agrees that it will comply with Pub. L. No. 117-58, which includes the Build America, Buy America Act ("the Act"). Pub. L. No. 117-58, §§ 70901-52. The Act strengthens Made in America Laws and will bolster America's industrial base, protect national security, and support high-paying jobs. The Act requires that the head of each Federal agency shall ensure that "none of the funds made available for a Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States."

UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT

The Contractor covenants and agrees that it will comply with 49 CFR part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601 et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The Contractor covenants and agrees that it will comply the with the Contract Work Hours and Safety Standards Act (40 CFR, Subtitle II, Part A, Chapter 37), as implemented by the Department of Labor regulations (29 CFR Part 5). See AGND Document 418, Labor Standards Provisions.

SPECIFICATIONS
FOR

EXTERIOR IMPROVEMENTS
Buildings 6500 and 6550
Camp Gilbert C. Grafton
Devils Lake, North Dakota

I hereby certify that these plans and specifications were prepared by me or under my direct supervision and that I am a duly Registered Professional Architect under the laws of the State of North Dakota.

RYAN M. ANDERSON
North Dakota Registration No. 1774

Date: 25 August 2026

ACKERMAN-ESTVOLD
1907 17th Street SE
Minot, ND 58701
Telephone: (701) 837-8737

.01 SECTION INCLUDES

a. Project Description.

b. Construction Schedule.

c. Scope of Work.

d. Site Layout and Measurements.

e. Location of Utilities.

f. Contractor Coordination.

g. Public Convenience.

h. Environmental Management System.

.02 PROJECT DESCRIPTION

a. Project Name: Exterior Improvements, Bldgs. 6500 & 6550, Camp Gilbert C. Grafton, Devils Lake, ND.

b. Owner Name: The Adjutant General, State of North Dakota

c. Architect's Name: Ackerman-Estvold, Minot, North Dakota.

d. The Project scope is: Exterior Repairs and repainting of Warehouse Buildings 6500 and 6550 including power washing of exterior precast concrete walls; repair damaged precast; remove and reinstall existing scuppers and downspouts; remove and replace sealant at control joints; repair mortar joints as necessary, replace walk through doors and frames; exterior painting of walls; painting of overhead door jambs and lintels; supply and install new concrete splash blocks; remove, paint, and replace light fixtures; and miscellaneous related work.

.03 CONSTRUCTION SCHEDULE:

a. All material shall be ordered immediately upon award of respective contracts.

b. Construction work shall start commensurate with material delivery schedule and shall be diligently pursued to the end that all construction is totally completed on or before **August 20, 2027.** The time stated for completion shall include final cleanup of the premises.

c. The foregoing completion date is based on the assumption that the successful bidders will receive the notice to proceed by **September 30, 2026.** The State will not extend the completion date based on when the Contractor receives the notice to proceed. Also, the completion date will not be extended due to failure of the Contractor to execute the contract and give the required performance and payment bonds and other data required for contract award within the time specified in the bid.

d. NOTE: Contractor must consider that once project construction is initiated after receipt of notice to proceed, all general requirement responsibilities (i.e., project superintendence, contractor coordination, scheduling, utilities, temporary field office facilities/controls, etc.) will continue for the duration of the entire construction period.

e. Scheduled completion date carries a liquidated damages clause (see Article 13 of General Conditions of the Contract for Construction - AIA Document A201). Contractor and subcontractors shall recognize the importance of their responsibilities in completing their work on or ahead of schedule and in strict cooperation with each other.

f. The Contractor shall furnish not less than forty-eight (48) hours notice prior to starting work. Notice shall be furnished to the G9 Director of Installations and Environment – LTC Kristopher Elijah, Fraine Barracks, Bismarck, ND – email: kristopher.p.elijah.mil@army.mil; Telephone: (701) 791-3077 and to Mr. Ryan Anderson, AIA, Ackerman-Estvold, 1907 17th Street SE, Minot, ND – email: ryan.anderson@ackerman-estvold.com, Telephone: (701) 837-8737.

g. In order to complete the work in the stipulated time, the Contractor may elect to work longer than eight (8) hours in any one day, or forty (40) hours in any one (1) week. However, he must notify the Office of the Adjutant General's field representative of his intentions to do so not less than twenty-four (24) hours before the scheduled overtime. The Contractor's Project Superintendent/Foreman MUST BE on the job site supervising ALL scheduled overtime work.

.04 SCOPE OF WORK:

a. Extent of drawings and specifications defining all work to be performed under this contract are listed on cover sheet of specification book. It is the bidding Contractor's sole responsibility to verify that he has received all sheets of plans and specifications as no claim for extra cost will be allowed due to the lack of complete information at the time of bid.

b. Equipment or work indicated on plans to be "By Owner" or "N.I.C." is not to be included in bid proposal or construction contract.

.05 SITE LAYOUT AND MEASUREMENTS:

a. The Contractor shall be responsible for setting reference points, site layout, construction verification, and establishing building lines, elevations, grading, and utilities. Maintain a complete and accurate log of control and survey work as it progresses.

b. The Contractor shall, upon entering project site for purposes of beginning work, locate all general reference points and take such action as is necessary to prevent their destruction; lay out his own work and be responsible for all lines, elevations, and measurements and other work executed by him under contract. The Contractor must exercise proper precaution to verify figures shown on drawings before layout work as he will be held responsible for any error resulting from failure to exercise such precaution.

c. Figured dimensions shall be followed in preference to measurements by scale; large scale drawings shall take precedence over those of a small scale. Figures on all drawings, as detail drawings themselves are, in every case, subject to measurements of adjacent or incorporated completed work. All such necessary measurements shall be taken before undertaking any work dependent upon such data. Report any discrepancies to Architect for clarification before proceeding with work.

d. Where, on any drawings, a portion of work is drawn out and remainder is indicated in outline, parts drawn out or indicated by symbols or instructions by word description shall apply also to all other like portions of the work.

e. Where existing work is added to or modified, the Contractor shall be responsible to verify existing dimensions and conditions. Any existing condition which affects a Contractors new work should be verified for accuracy. This includes, but is not limited to, such items as clearances, dimensions, existing equipment, existing services, working conditions, etc.

f. Where a clear understanding of the work is prevented, due to discrepancies, contradictions, or omissions on contract documents or subsequently issued instructions (regardless of source), Contractor shall not proceed with work and Architect should be consulted for clarification of the uncertainty. Should any mistake result due to pursuit of work without this clarification, Contractor must make necessary corrections at his expense and as directed by Architect.

.06 LOCATION OF UTILITIES:

a. It shall be the Contractor's responsibility to familiarize himself with location of all existing interior gas mains, storm sewer lines, sewer lines and vents, telephone cables, cable TV, power lines & conduits, and all of their associated service lines, and appurtenances such as poles, guy wires, supports, pads, valve boxes, stop boxes, manholes, and clean-outs pertaining to utility service. The Contractor shall be responsible for notifying North Dakota One-Call at 1-800-795-0555 at least 48 hours before beginning any excavation, excluding Saturdays, Sundays, and holidays, and shall comply with all requirements of Section 49-23 of the North Dakota Century Code. The Contractor shall hire a qualified technician to locate those utility lines that are not covered by the North Dakota One-Call system. All costs associated with locating all utilities shall be the responsibility of the Contractor.

b. The Contractor for the project will be held responsible for damage to any underground or overhead piping, wiring, or other utility property, occurring during any construction by the respective Contractor or his subcontractors.

.07 CONTRACTOR COORDINATION:

a. The Contractor shall employ a full-time, on site Project Foreman who will be responsible for continuous coordination with all phases of the work. He shall be the Contractor's liaison with Architect, and Owner's representative. Project Foreman shall have a minimum of five (5) years' experience in the field, and be approved by the Architect and Owner before onset of work. He shall be maintained by the Contractor throughout the project and not be replaced without approval of the Architect and Owner.

b. The Contractor's Project Superintendent(s) responsibilities shall include, but not be limited to:

(1) Consult the contract drawings and specifications of <u>all trades</u> to verify and coordinate the location of the various roofing components and items to be installed. Review the daily work schedules of <u>Subcontractors</u> for a minimum of interferences to the work of other subcontractors.

(2) Consult and cooperate with <u>all subcontractors/installers</u> for all work to determine space requirements and adequate clearances with respect to other equipment on the roof.

(3) Inspect, report to the Architect and coordinate the removal, relocation and reconnection of any installed work which interferes with the work. All work, as directed, shall be at the expense of the Contractor.

(4) Hold specific daily coordination meetings for each element of the work, <u>maintain written documentation of events</u>, report to Architect at regular project meetings.

(5) Keep the Architect and Owner's Representative fully informed of the progress of the work and endeavor to safeguard the Owner against any defects and deficiencies in all the Work.

c. Contractor shall furnish and properly install all lintels, bucks, openings, sleeves, conduit hanging devices, backing for hanging devices, recesses required for installation of all work, and etc., unless specified to the contrary. Failure on part of the Contractor to properly work with Subcontractors in providing and placing of openings, recesses, etc., for their work as outlined above will not relieve them of the expense of putting these openings, recesses, etc. in later and repairing such cut construction to the satisfaction of the Architect.

d. Contractor and subcontractors shall:

(1) Be mutually responsible, one to another, to prevent any delays in construction schedule. No one shall erect any portion of his work where it is necessary that work of others shall be erected first or carried on simultaneously without having first given other superintendents reasonable notice of his intentions.

(2) Coordinate scheduling, submittals, and work of the various sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

(3) Verify that utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate work of various contractors, subcontractors, installers and/or suppliers having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

(4) Coordinate space requirements and installation of electrical work which is indicated diagrammatically on drawings. Follow routing shown for pipes and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces

efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

(5) In finished areas (except as otherwise indicated), conceal pipes and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.

e. Limitations on site usage as well as specific requirements that impact site utilization are indicated on the drawings and by other contract documents. General Contractor shall administer allocation of available space equally among entities needing both access and space so as to produce the best overall efficiency in performance of the total work of the project. Each Contractor shall schedule deliveries so as to minimize space and time requirements for storage of materials and equipment on site. Architect/Engineer shall be sole judge as to allocation of available space in case of dispute.

.08 PUBLIC CONVENIENCE:

a. The Contractor shall, at all times, so conduct his work as to insure the least possible obstruction to traffic and inconvenience to National Guard operational activities, the general public and the residents in the vicinity of the work, and to insure the protection of persons and property. No road or street shall be closed to the public except with the permission of the proper authorities. Fire hydrants on or adjacent to the work shall be kept accessible to firefighting equipment at all times.

b. The Contractor shall cooperate and coordinate with the Owner in scheduling the work to accommodate National Guard operations.

.09 ENVIRONMENTAL MANAGEMENT SYSTEM:

a. The North Dakota National Guard (NDNG) has implemented an environmental Management System (eMS) per guidance published by the Department of Defense. As part of the NDNG's eMS, it shall be the Contractor's responsibility to be informed that some activities associated with certain construction projects may have a significant impact on the environment. Those activities include but are not limited to:

- Fueling Operations
- Dust Control Measures
- Ozone Depleting Chemicals
- Operational Noise

b. It shall be the Contractor's responsibility to familiarize himself with the requirements of the NDNG's plans for the project location.

c. It shall be the Contractor's responsibility to report spills, releases or other environmental issues to the Office of the Adjutant General's field representative upon discovery within a reasonable amount of time (same day/24 hour period). Spills or releases which leave NDNG property must be reported immediately upon discovery.

d. The Contractor will be held responsible for damage to the environment resulting from a spill, release or other environmental violation to include environmental cleanup activities, disposal costs and fines or penalties levied by environmental regulatory agencies.

END OF SECTION 01 1100

.01 SECTION INCLUDES

a. Procedures for Preparation and Submittal of Bids.

b. General Information.

c. Bid Items.

.02 GENERAL INFORMATION:

a. The determination of lowest and best Bidder and respective single contract amount for all work required for each type of bid will be the sum of selected Bid Item(s), and respective Alternates (if any) as determined by the Owner.

b. Bidders must bid on all Bid Item(s) and Alternates (if any) specified within the type bid being submitted. Bidder may state his refusal to accept award of less than the combination of Bid Item(s) and Alternates (if any) he so stipulates. The Bidder shall make no additional stipulations on the Bid Form nor qualify his bid in any other manner.

c. In preparing his bid, Bidder is instructed to thoroughly familiarize himself with requirements herein so that his bid will be properly assembled and presented for Owner consideration.

d. Refer to "Invitation to Bid"; Article 4 of AIA Document A701 regarding procedures for submission of bids.

e. Prior to the award of the Contract, to enable the Owner to separate costs for funding purposes and as a condition of contract approval, the low bidder(s) may be required to clearly identify cost breakouts of specific items as required by the Owner

.03 BID ITEM:

BID ITEM NO. 1
(Exterior Improvements – Building 6500)

State the total cost for all work in connection with the Complete Construction of the **Exterior Improvements – Building 6500,** as shown on the drawings and as herein specified (Specification Divisions 02 through 09); including all work associated with adjacent surfaces protection, demolition, disposal, salvage, reinstallation, cleaning, patching, metal doors & frames, insulation, sealants, sealers, painting, door hardware, and all other work required by the contract documents. ALL costs associated with general requirements (Specification Division 01000) shall be included in this bid item.

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BID ITEM NO. 2
(Exterior Improvements – Building 6550)

State the total cost for all work in connection with the Complete Construction of the **Exterior Improvements – Building 6550,** as shown on the drawings and as herein specified (Specification Divisions 02 through 09); including all work associated with adjacent surfaces protection, demolition, disposal, salvage, reinstallation, cleaning, patching, metal doors & frames, insulation, sealants, sealers, painting, door hardware, and all other work required by the contract documents. ALL costs associated with general requirements (Specification Division 01000) shall be included in this bid item.

END OF SECTION 01 2000

.01 SECTION INCLUDES

a. Preconstruction Meeting.

b. Construction Progress Schedule.

c. Progress Meetings.

d. ASTM Designations.

e. Terminology.

f. Submittals Overview.

g. Identification of Submittals.

h. Coordination of Submittals.

i. Timing of Submittals.

j. Number of Copies of Submittals.

k. Shop Drawings.

l. Building Permit.

.02 PRE-CONSTRUCTION MEETING:

After date of notice to proceed, and upon coordination with all parties, the Architect/Engineer/Owner shall call a pre-construction meeting. Required in attendance shall be Architect/Engineer, Owner's representative(s), Contractors, and the Superintendent/Foremen together with the major subcontractors and suppliers. The general purpose of meeting will be to: review contract documents; review Owner procedures, documentation requirements, and general project overview agenda; procedures for processing of subcontractors approval, product approval, schedule of values and progress schedule; designation of personnel representing the Architect/Engineer, Owner, and Contractor; procedures for processing field decisions, submittals, applications for payment, proposal requests and change orders; coordinate temporary facilities and controls; and discuss any other items of concern which relate to the Work.

.03 CONSTRUCTION PROGRESS SCHEDULE.

a. The Contractor shall, upon conferring with the any subcontractors, prepare and submit to the Architect, within ten (10) days of contract award, five (5) copies of the proposed construction progress schedule for approval, all in accordance with Para. 3.10, Article 3 of General Conditions of the Contract for Construction (AIA Document A201). Upon written approval of the proposed schedule by all parties concerned the Contractor shall furnish one (1) copy each to its subcontractors.

This shall serve as advance notice for the scheduling of materials, deliveries and installations to conform with the overall construction network plan.

(1) The construction schedule shall consist of a bar chart showing the order and interdependence of activities and the sequence in which the work is to be accomplished as agreed to by Contractor. The project completion date (August 20, 2027) WILL BE shown on the chart as the latest completion date of ALL activities.

(2) The bar chart shall be scaled using units of approximately one-half inch equals one week or other suitable scale approved by Architect. Weekends and holidays shall be indicated. The chart shall show the principal categories of work corresponding with those used in the breakdown on which the progress payments are based.

(3) The chart shall indicate ALL key building phases (i.e., completion dates of owner construction sequence items, sitework, building completely enclosed, delivery and installation of key items of equipment, etc.) to include other phases and sequences as required by Architect and Owner.

.04 PROGRESS MEETINGS

a. The Contractor's Project Superintendent shall coordinate all arrangements for project progress meetings which shall be held at maximum weekly. Attendance shall include Architect, Owner's Representative(s), Contractor and their Superintendents/Foremen. All subcontractors and suppliers involved in current major phases of work shall also be in attendance.

(1) The Contractor's Project Superintendent shall, after consultation with Architect, Owner's Representative, and subcontractors, prepare and furnish agenda with copies for participants.

(2) The Architect shall preside at the meetings, record minutes and distribute copies within two (2) working days to Owner, Contractor, and Project Superintendent. It shall be the Contractor's responsibility to immediately distribute copies to respective subcontractors, suppliers and installers who were participants and/or affected by the decisions made.

(3) The general purpose of the progress meeting shall be to: review previous meeting minutes; review work progress as it relates to each entities present and future needs including interface requirements; identify problems which are or may impede planned progress; review submittal schedules, delivery schedules, site access and utilization, temporary facilities and controls and progress cleaning requirements; review of progress schedule and determination of corrective measures to regain projected schedule to include firm commitments from responsible entities; review and coordinate planned progress for succeeding work period; review and coordinate change orders; update progress schedule as required; and conduct any other business relating to the Work.

(4) Immediately following the progress meeting, the Project Superintendent shall review and coordinate all items listed in the minutes.

(5) When revisions to project schedule have been made, to include all necessary approvals, the Contractor shall reissue revised schedules in accordance with previous paragraph .03a.

.05 ASTM DESIGNATIONS:

Shall be latest edition for all sections of specifications. Materials specified to comply to a certain standard (ASTM or other) shall be delivered to job properly labeled and identified. If material is not labeled, Contractor shall furnish a certificate of compliance from manufacturer.

.06 TERMINOLOGY:

a. Requirements of all Specification Sections A through J and Division 01 extend and apply to all work required of Contractors, subcontractors, material suppliers, etc., set forth in other divisions of the specifications.

b. Where the term "include" is used under Scope of Work paragraphs of subsequent specification sections, this shall be interpreted to mean items of work therein listed may be a part, but not necessarily the total limit, of the work required by such section. Contractor shall examine drawings and specification documents.

c. Where specifications are abbreviated type, they indicate complete sentences in the same manner as when a note occurs in the Drawings. Omissions of words such as "the Contractor shall" or "as shown on Drawings" is intentional. The words "shall" or "shall be" are to be supplied by inference. The term "provide" shall mean "furnish and install in place".

d. Where a number is listed in the specifications (as for gauges, weights, temperatures, amount of time, etc.), the number shall be interpreted as that or better.

.07 SUBMITTALS OVERVIEW:

a. Wherever possible throughout the contract documents, the minimum acceptable quality of workmanship and material has been defined by manufacturer's name and catalog number or by reference to recognized industry standards.

b. To ensure that the specified products are furnished and installed in accordance with design intent, procedures have been established for advance submittal of design data and for its review and approval or rejection by the Architect/Engineer.

c. Related Work Described Elsewhere:

(1) Contractual requirements for submittals: General Conditions of the Contract for Construction (AIA Document A201).

(2) Individual submittals required: Pertinent sections of these specifications.

.08 IDENTIFICATION OF SUBMITTALS:

Completely identify each submittal and resubmittal by showing at least the following information:

a. Name and address of submitter, plus name and telephone number of the individual who may be contacted for further information.

b. Name of project as it appears on each page of these Specifications.

c. Pertinent drawing sheet and detail number(s), and specification section number, as appropriate, to which the submittal applies.

d. Whether this is an original submittal or resubmittal.

.09 COORDINATION OF SUBMITTALS:

a. General: Prior to submittal for Architect/Engineer's review, use all means necessary to fully coordinate all materials, including the following procedures:

(1) Determine and verify all field dimensions and conditions, materials, catalog number and similar data.

(2) Coordinate, as required, with all trades and with all public agencies involved. Secure all necessary approvals from public agencies and others and signify by stamp, or other means, that they have been secured.

(3) Clearly indicate all deviations from the Contract Documents.

b. Grouping of Submittals: Unless otherwise specifically permitted by the Architect/Engineer, make all submittals in groups containing all associated items; the Architect/Engineer may reject partial submittals as not complying with the provisions of the Contract Documents.

c. Prior to submittal, Contractor shall apply Contractor's stamp, signed or initialed certifying that review, verification of products required, field dimensions, adjacent construction work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.

d. Provide space for Contractor, Architect/Engineer and Owner review stamps.

e. Revise and resubmit submittals as required, identify all changes made since previous submittal.

f. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

.10 TIMING OF SUBMITTALS:

a. General:

(1) Make all submittals far enough in advance of scheduled dates of installation to provide all required time for review, for securing necessary approvals, for possible revision and resubmittal, and for placing orders and securing delivery.

(2) In scheduling, allow at least ten (10) full working days for the Architect/Engineer's review following his receipt of the submittal.

b. Delays: Costs of delays occasioned by tardiness of submittals may be back charged to the Contractor and shall not be borne by the Owner.

.11 NUMBER OF COPIES OF SUBMITTALS:

a. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.

b. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.

(1) After review, produce duplicates.

(2) Retained samples will not be returned to Contractor unless specifically so stated.

.12 SHOP DRAWINGS:

a. Unless otherwise specifically directed by the Architect/Engineer, submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the contract documents. Do not reproduce contract documents or copy standard information as the basis of shop drawings. Standard information prepared without specific reference to the project is not a shop drawing. Contractor shall indicate on the shop drawing submittal that they have reviewed and approved it prior to forwarding it to the Architect/Engineer for review.

b. Shop drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings. Include the following information:

(1) Dimensions.

(2) Identification of products and materials included by sheet and detail number.

(3) Compliance with specified standards.

(4) Notation of coordination requirements.

(5) Notation of dimensions established by field measurement.

c. Type of Prints Required: Unless otherwise specifically directed by the Architect/Engineer, submit all shop drawings in electronic PDF format.

d. Distribution: After review and approval by Architect/Engineer, Contractor shall provide and distribute all copies required for this purpose and as required by subcontractors, suppliers, manufacturers, installers, etc.

.13 BUILDING PERMIT:

a. A building permit is not required for this project. All other fees, permits, licenses, bonds, etc., are the individual responsibility of the Contractor in accordance with other pertinent sections of these specifications and should be included in their bids.

b. This facility is subject to inspection by state building code officials. Any costs that will be incurred by the Contactor for inspections by state building code officials shall be included in that Contractors bid.

END OF SECTION 01 3000

.01 SECTION INCLUDES

a. Scope of Work.

b. Job Conditions.

c. Temporary Utilities.

d. Field Office and Storage.

e. Temporary Sanitary Facilities.

f. Enclosures.

g. Access Roads and Parking Areas.

h. Waste Removal.

i. Maintenance and Removal.

j. Land and Rights-of-Way.

.02 SCOPE OF WORK:

a. Work Included: Temporary facilities and controls required for this Work include, but are not necessarily limited to:

(1) Temporary utilities such as heat, water, lighting and power and telephone.

(2) Field office and storage sheds.

(3) Sanitary facilities.

(4) Enclosures such as tarpaulins, barricades and canopies.

(5) Access roads and parking areas.

b. Except that all equipment furnished by subcontractors shall comply with all requirements of pertinent safety regulations, the ladders, planks, hoists, and similar items normally furnished by the individual trades in execution of their own portions of the Work are not part of this section.

c. Permanent installation and hook-up of the various utility lines are described in the pertinent other sections of these specifications.

d. Use all means necessary to maintain temporary facilities and controls in proper and safe condition throughout progress of the Work.

.03 JOB CONDITIONS:

Make all required connections to existing utility systems with minimum disruption to the existing utility systems. When disruption of the existing service is required, do not proceed without the Architect/Engineer's or Owner's authorized representative's approval and, when required, provide alternate temporary service(s) at no additional cost to the Owner.

.04 TEMPORARY UTILITIES:

a. General:

(1) All temporary facilities shall be subject to the Owner Representative's approval and shall be confined to areas authorized or approved by Owner Representative or Owner. Each respective Contractor shall hold and save the Owner, its officers, and agents, free and harmless from liability of any nature occasioned by his temporary facilities.

(2) Maintain all temporary facilities and controls as long as needed for the safe and proper completion of the Work; remove all such temporary facilities and controls as rapidly as progress of the Work will permit or as directed by the Architect/Engineer.

b. Water: Owner shall make all reasonably required amounts of water available to the Contractors from existing outlets and supplies unless otherwise specified herein, without cost to the Contractors. Water in excess of what can be supplied from existing system will be furnished by the respective Contractor in a manner of his own choosing all at his cost. Hoses for water distribution around the building will be furnished by Contractor requiring the same.

c. Light & Power:

(1) Owner shall make all reasonably required amounts of electricity available to the Contractor from existing outlets and supplies unless otherwise specified herein, without cost to the Contractor. Electricity in excess of what can be supplied from existing system will be furnished by the Contractor in a manner of his own choosing all at his cost.

(2) The Contractor shall be held responsible for diligently supervising the use of electrical power and lighting, as abuse and waste of these items may be cause for backcharge against the Contractor as directed by the Owner.

(3) Electrical power SHALL NOT be used for heating EXCEPT when all costs associated therewith, to include energy and demand charges, are borne entirely by the Contractor (all at no additional cost to the Owner).

(4) The Contractor shall furnish and maintain a separate power service for all heating devices.

d. Telephone: The Contractor shall provide a temporary telephone (cellular is acceptable) for the entire construction period.

.05 FIELD OFFICE AND STORAGE:

a. Temporary field office trailers/buildings are not a requirement for this project, however the Owner has no objection to Contractors providing and maintaining such offices on the building site. Expenses for all utilities, services, equipment and furnishings for each temporary field office shall be the responsibility of the respective Contractor.

b. The Contractor shall provide storage buildings as required for storage of materials requiring protection from elements. Remove same when work is complete.

c. Subcontractors shall provide storage buildings for their own use on job, or shall arrange, at their expense, with the Contractor to provide such space for them. Such storage structures shall be removed when construction is complete.

.06 TEMPORARY SANITARY FACILITIES:

a. Contractor shall provide and maintain field toilet(s) as necessary for use of all workers and in sufficient numbers for each sex. These shall be located where expedient and maintained in strict sanitary condition.

b. Remove all temporary toilet facilities when they are no longer needed and/or to allow for installation of permanent fixtures. Permanent fixtures may not be used by construction personnel without Architect/Engineer and Owner approval.

.07 ENCLOSURES:

Furnish, install and maintain for the duration of construction all required scaffolds, tarpaulins, barricades, canopies, warning signs, steps, bridges, platforms, safety nets and all other temporary construction or devices necessary for proper completion of the Work in compliance with all safety and other regulations.

.08 ACCESS ROADS AND PARKING AREAS:

a. Contractor, in strict accordance with all regulations governing use of site, will provide and maintain access to the work site.

b. Contractor shall provide and maintain access to the building by placing sufficient gravel (minimum 4 inches) over the access to this area to allow for all-weather uninterrupted use, to include snow removal.

.09 WASTE REMOVAL

Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.

.10 MAINTENANCE AND REMOVAL:

Maintain all temporary facilities and controls as long as needed for the safe and proper completion of the Work. Remove all such temporary facilities and controls as rapidly as progress of the Work will permit, or as directed by the Architect/Engineer. Restore permanent facilities used during construction to specified condition.

.11 LAND AND RIGHTS-OF-WAY:

The Owner shall furnish all land and rights-of-way required for completion of all construction under this Contract. The Contractor shall not enter onto private property during the completion of this Contract. If the Contractor requires additional area over and above the rights-of-way and easements as shown on the plans, he shall make these arrangements at his own expense. If such additional areas are acquired by the Contractor for his use, the Owner will in no way be responsible for any accidents or claims arising out of such arrangement.

END OF SECTION 01 5000

.01 SECTION INCLUDES

a. Scope of Work.

b. Product Handling.

c. Substitutions.

d. Samples.

e. Colors.

f. Maintenance Materials, Including Extra Materials, Spare Parts, Tools, and Software.

g. Product Warranties.

.02 SCOPE OF WORK:

a. Wherever possible throughout the contract documents, the minimum acceptable quality of workmanship and material has been defined by manufacturer's name and catalog number or by reference to recognized industry standards.

b. To ensure that the specified products are furnished and installed in accordance with design intent, procedures have been established for advance submittal of design data and for its review and approval or rejection by the Architect/Engineer.

c. Related Work Described Elsewhere:

(1) Contractual requirements for submittals: General Conditions of the Contract for Construction (AIA Document A201).

(2) Individual submittals required: Pertinent sections of these specifications.

.03 PRODUCT HANDLING:

Make all submittals of Shop Drawings, samples, requests for substitutions, and other items in strict accordance with the provisions of this section of these specifications.

.04 SUBSTITUTIONS:

a. Prior Approval Required:

(1) The Contract is based on the material and methods described in the Contract Documents. The material and products described in the bidding documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

(2) No substitution will be considered unless written request for approval has been received by the Architect/Engineer at least **ten (10) days** prior to the date of receipt of Bids. Such requests shall include the name of the material for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials or other portions of the work including changes in the work of other contracts that incorporation of the proposed substitution would require shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. <u>The Architect/Engineer's decision of approval or disapproval of a proposed substitution shall be final</u>.

(3) Those requesting Architect/Engineer consideration of their products "equals" shall make such request in electronic PDF format providing space for Architect/Engineer approval and/or comments on each item requested. An electronic PDF copy of the request form, with Architect/Engineer action on same, will be returned to the proposer.

(4) If the Architect/Engineer approves a proposed substitution prior to receipt of Bids, <u>such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner</u>.

(5) No substitutions will be considered after the Contract award unless specifically provided in the Contract Documents. Under no condition shall Bids be submitted on work or materials not approved by the Architect/Engineer for this specific project, even though approval might have been given on other projects previously.

b. <u>Or Equal</u>:

(1) Where the phrase "or equal" or "or approved equal" or "or equal as approved by the Architect/Engineer" occurs in the Contract Documents, do not assume that material, equipment, or methods will be approved as equal by the Architect/Engineer unless the item has been specifically approved for this work by the Architect/Engineer in electronic PDF format prior to receipt of Bids by Addendum, all in accordance with procedure outlined in above paragraph .04a "Prior Approval Required".

(2) The decision of the Architect/Engineer shall be final.

c. <u>Availability of Specified Items</u>:

(1) Verify, prior to bidding, that all specified items will be available in time for installation during orderly and timely progress of the work.

(2) In the event specified item or items will not be available, so notify the Architect/Engineer prior to receipt of bids.

(3) Costs of delays because of non-availability of specified items, when such delays could have been avoided by the Contractor, will be back charged as necessary and shall not be borne by the Owner.

.05 SAMPLES:

a. Accuracy of Sample: Unless otherwise specifically directed by the Architect/Engineer, all samples shall be of the precise article proposed to be furnished and shall illustrate the functional and aesthetic characteristics of the product.

b. Number of Samples Required: Submit all samples in the quantity which is required to be returned plus three (3) which will be retained by the Architect/Engineer.

.06 COLORS:

a. General: Unless the precise color and pattern is specifically described in the Contract Documents, whenever a choice of color or pattern is available in a specified product, submit accurate color charts and pattern charts from the full range of manufacturer's standards to the Architect/Engineer for his review and selection.

b. Comparative Analysis: Unless all available colors and patterns have identical costs and identical wearing capabilities, and are identically suited for the installation, completely describe the relative costs and capabilities of each.

.07 MAINTENANCE MATERIALS

a. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.

b. Deliver to Project site; obtain receipt prior to final payment.

.08 PRODUCT WARRANTIES:

a. The date of Substantial Completion of the project is also date of commencement of applicable warranties required by contract documents.

b. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within ten (10) days after acceptance, listing date of acceptance as start of warranty period.

c. Submit warranty information. See Specification Section 01 7800.

END OF SECTION 01 6000

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.01 SECTION INCLUDES

a. Scope of Work.

b. Cutting and Patching.

c. Protection of Installed Work.

d. Workmanship.

e. Starting of Systems and Equipment.

f. General Operating and Maintenance Instruction.

g. Cleaning Materials and Equipment.

h. Progress Cleaning and Protection.

i. Final Cleaning and Protection.

j. Closeout Description.

k. Closeout Procedures.

l. Final Payment.

.02 SCOPE OF WORK:

a. Throughout the construction period, maintain the site in a standard of cleanliness as described in this Section.

b. In addition to standards described in this Section, comply with requirements for cleaning as described in pertinent other sections of these specifications.

c. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.

d. Prior to requesting inspection by the Architect/Engineer, use adequate means to assure that the Work is completed in accordance with the specified requirements and is ready for the requested inspection.

.03 CUTTING AND PATCHING:

a. Contractor shall be responsible to Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.

b. Whenever possible, execute the work by methods that avoid cutting or patching.

c. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

d. Perform whatever cutting and patching is necessary to:

(1) Complete the work.

(2) Fit products together to integrate with other work.

(3) Provide openings for penetration of electrical and other services.

(4) Match work that has been cut to adjacent work.

(5) Repair areas adjacent to cuts to required condition.

(6) Repair new work damaged by subsequent work.

(7) Remove samples of installed work for testing when requested.

(8) Remove and replace defective and non-complying work.

e. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.

f. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.

g. Restore work with new products in accordance with requirements of Contract Documents.

h. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

i. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material to full thickness of the penetrated element.

j. Patching:

(1) Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.

(2) Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.

(3) Match color, texture, and appearance.

(4) Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

.04 PROTECTION OF INSTALLED WORK:

a. Contractor shall be responsible to Protect installed work from damage by construction operations.

(1) Provide special protection where specified in individual specification sections.

(2) Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

(3) Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

(4) Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

(5) Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

(6) Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

.05 WORKMANSHIP:

a. Manufacturer's printed instructions covering details of installation shall be followed where not in conflict with these specifications. If there is a conflict, notify the Architect/Engineer and obtain his approval before proceeding.

b. Completed work shall be left plumb, level, true to line or plane, anchored securely in place, and free from damage.

c. Unless otherwise called for, all pieces of material shall be as large a stock size as is in conformity with standard good practice of the trade.

d. Except where in conflict with these specifications, current manufacturers' printed specifications of herein specified proprietary products are made part of these specifications.

.06 CLEANING MATERIALS AND EQUIPMENT:

a. Provide required personnel, equipment and material needed to maintain the specified standard of cleanliness.

b. Use only the cleaning materials and equipment which are compatible with the surface being cleaned as recommended by the manufacturer of the material.

.07 PROGRESS CLEANING AND PROTECTION:

a. Conduct daily inspection, and more often if necessary, to verify that requirements for cleanliness are being met.

b. In addition to the standards described in this Section, comply with pertinent requirements of governmental agencies having jurisdiction.

c. General:

(1) Retain stored items in an orderly arrangement allowing maximum access, not impeding traffic or drainage and providing required protection of material.

(2) Do not allow accumulation of scrap, debris, waste material and other items not required for construction of this Work.

(3) At least once each week, and more often if necessary, completely remove all scrap, debris and waste material from the job site.

(4) Provide adequate storage for all items awaiting removal from the job site, observing requirements for fire protection and protection of the ecology.

d. Site:

(1) Daily, and more often if necessary, inspect the site and pick up all scrap, debris and waste material. Remove such items to the place designated for their storage.

(2) Weekly, and more often if necessary, inspect all arrangement of material stored on the site. Restack, tidy, or otherwise service arrangements to meet the requirements of subparagraph .04.a.(1) above.

(3) Maintain the site in a neat and orderly condition at all times. Weekly, and more often if necessary, remove waste materials, debris and rubbish from site and dispose of in an acceptable manner.

e. Building:

(1) Daily, and more often if necessary, inspect the structure and pick up all scrap, debris and waste material. Remove such items to the place designated for their storage.

(2) As required, preparatory to installation of succeeding material, clean the structure or pertinent portions to the degree of cleanliness recommended by the manufacturer of the succeeding material, using equipment and material required to achieve the necessary cleanliness.

f. Architect/Engineer shall be sole judge as to cleaning responsibility in case of dispute.

.08 FINAL CLEANING AND PROTECTION:

a. The Contractor shall have overall responsibility for all final cleaning requirements unless otherwise specifically indicated.

b. "Clean", for the purpose of this Article, and except as may be specifically provided otherwise, shall be interpreted as meaning the level of cleanliness generally provided by skilled cleaners using commercial quality building maintenance equipment and material. Comply with all manufacturer's instructions/recommendations regarding cleaning operations.

c. Prior to completion of the Work, Contractor shall remove from the job site all tools, surplus material, equipment, scrap, debris and waste; and conduct final progress cleaning as described in paragraph .04 above.

d. Site:

(1) Unless otherwise specifically directed by the Architect/Engineer, broom clean paved areas on the site and public paved areas adjacent to the site.

(2) Completely remove resultant debris.

(3) Rake grounds that are neither paved nor planted, to a smooth, even-textured surface.

e. Building:

(1) Exterior:

(a) Visually inspect exterior surfaces and remove all traces of soil, waste material, smudges and other foreign matter.

(b) Remove all traces of splashed material from adjacent surfaces.

(c) If necessary to achieve a uniform degree of cleanliness, hose down the exterior of the structure.

(d) In the event of stubborn stains not removable with water, the Owner Representative may require light sandblasting or other cleaning at no additional cost to the Owner.

(2) Painted Doors and Frames: Remove all foreign marks, stains, fingerprints, scuffs and other soil or dirt. If paint surface appearance is altered by cleaning process, refinish spot or area as required to match with overall adjacent surface. Vacuum or wipe down all surfaces to remove dust just prior to Owner occupancy.

(3) Building Equipment: Contractor shall wipe surfaces of all Contractor re-installed building equipment clean.

f. Schedule final cleaning as approved by the Architect/Engineer to enable the Owner to accept a completely clean Work.

g. Architect/Engineer shall be sole judge as to final cleaning responsibilities in case of dispute.

.09 CLOSEOUT DESCRIPTION:

Closeout is hereby defined to include general requirements of Contractor near end of Contract Time in preparation for final acceptance, final payment, normal termination of contract, occupancy by Owner and similar actions evidencing completion of the Work. Specific requirements for individual units of work are specified in relative sections of these specifications. Time of closeout is directly related to "Substantial Completion" and, therefore, may be either a single time period for entire work or a series of time periods for individual parts of the work which have been certified as substantially complete at different dates. That time variation shall be applicable to other provisions of this section.

.12 CLOSEOUT PROCEDURES:

a. Substantial Completion:

(1) Contractor will submit a written request to the Architect/Engineer along with a list of ALL items to be completed and/or corrected.

(2) Within a reasonable time after receipt of the list, the Architect/Engineer will either proceed with inspection or advise Contractor of prerequisites not fulfilled.

(3) Following the initial inspection, should the Architect/Engineer determine that the Work is not substantially complete:

(a) The Architect/Engineer will promptly notify the Contractor, in writing, giving the reasons therefore.

(b) The Contractor will remedy the deficiencies and notify the Architect/ Engineer when ready for reinspection.

(c) The Architect/Engineer will reinspect the Work when assured that the work has been substantially completed.

(4) When the Architect/Engineer concurs that the Work is substantially complete:

(a) The Owner will prepare a "Certificate of Substantial Completion" on AIA Document G704, accompanied by the Architect/Engineer's final inspection report and submit to all parties concerned for their written acceptance of the responsibilities assigned to them in the Certificate.

(5) Certificate of Substantial Completion will identify initial "punchlist" for final acceptance.

b. Contractors shall also comply with specific requirements as discussed in other sections of these specifications.

c. Final Completion:

(1) Prior to requesting Architect/Engineer's final re-inspection for certification of final acceptance, assure that all items on Architect/Engineer's final "punchlist" have been completed, corrected, or otherwise resolved for acceptance.

(2) Submit copy of Architect/Engineer's final punchlist of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance.

(3) Certify that:

(a) Contract Documents have been reviewed.

(b) Work has been inspected for compliance with the Contract Documents.

(c) Work has been completed in accordance with the Contract Documents.

(d) Work is completed and ready for final inspection.

(4) The Architect/Engineer will make an inspection to verify status of completion.

(5) Should the Architect/Engineer determine that the Work is incomplete or defective:

(a) The Architect/Engineer will promptly notify the Contractor, in writing, listing the incomplete or defective work.

(b) The Contractor shall remedy the deficiencies promptly, and notify the Architect/Engineer when ready for inspection.

(6) When the Architect/Engineer determines that the Work is acceptable under the Contract Documents, he will request the Contractor to make closeout submittals.

.13 FINAL PAYMENT:

Neither the final payment nor the remaining retained percentage shall become due until Contractor completes all the above requirements of this specification section.

END OF SECTION 01 7000

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.01 SECTION INCLUDES

a. Scope of Work.

b. Manuals.

c. Project Record Documents.

c. Operation and Maintenance Data.

d. Warranties.

.02 SCOPE OF WORK:

a. Closeout Submittals and Actions: Closeout submittals and actions include, but are not necessarily limited to:

(1) All items specifically required under Paragraph 9.10.6 of the General Conditions of the Contract for Construction (AIA Document A201).

(2) Evidence of final, continuing insurance coverage complying with insurance requirements. Include certificate of insurance for products and completed operations where required. Advise Owner of pending insurance change-over requirements.

(3) Final liquidated damages settlement statement (if any), acceptable to Owner.

(4) Specific warranties, workmanship/maintenance bonds, maintenance agreements, final certifications and similar documents.

(5) Evidence of compliance with requirements of governmental agencies having jurisdiction for Certificates of Inspection. Obtain and submit release enabling Owner's full and unrestricted use of the work and access to services and utilities.

(6) Submit maintenance manuals and similar final record information. See Specification Section 01 7000.

b. Contractors shall also comply with specific requirements as discussed in other sections of these specifications.

.03 MANUALS:

a. General: Unless otherwise specifically directed by the Architect/Engineer elsewhere in the specifications, prepare all required manuals covering items included in this work in accordance with the following:

(1) Operation and maintenance data shall be submitted electronically in PDF format on Read/Write (R/W) Compact Disks (CDs) formatted to allow the data to be read and copied to and from the CD. Each CD and its case shall be professionally labeled with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of CD.

(a) Provide a file folder containing a master index at beginning of each CD's electronic manual file structure showing items included. The CD shall be subdivided with file folders and subfolders logically organized and labeled to allow ease of access to the data.

(b) First section of each respective Contractors CD shall consist of directory listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, subcontractors, and major equipment suppliers.

(c) Provide file folders/subfolders for each type of equipment arranged in order similar to the specifications. All sections shall be clearly labeled on the CD. At beginning of each section provide suppliers name, address and phone numbers.

(2) Descriptive Literature:

(a) Include descriptive literature (manufacturer's catalog and data) of each manufactured item. Literature shall show capacities and size of equipment used and be marked indicating each specific item with applicable data underlined.

(b) Copy of the approved Shop Drawing(s) with all data concerning changes made during construction.

(3) Operating instructions shall include step by step procedure to follow in putting each piece of equipment into operation.

(4) Maintenance instructions shall include:

(a) Manufacturer's maintenance instructions for each piece of equipment installed in project. Instructions shall include installation instructions, parts numbers and lists, operation instructions of equipment, name of vendor, and maintenance and lubrication instructions.

(b) Summary list of equipment requiring lubrication showing name of equipment, location, and type and frequency of lubrication.

(c) List of equipment used indicating name, model, serial number, and nameplate of each item together with number and name associated with each system item.

(d) Test run reports if applicable/required.

b. Extraneous Data: Where contents of the electronic manuals include manufacturer's catalog pages, clearly indicate the precise items included in this installation and delete, or otherwise clearly indicate, all manufacturer's data with which this installation is not concerned.

c. Safety Data Sheets: Any materials installed that have an associated Safety Data Sheet (SDS) shall be included in the maintenance manuals under a separate tab.

d. Number of Copies Required: The Contractor shall provide one copy of their electronic maintenance manual to the Architect/Engineer for review. Unless otherwise specifically directed by the Architect/Engineer, each Contractor shall deliver three (3) approved CDs to the Architect/Engineer before final inspection.

.04 PROJECT RECORD DOCUMENTS:

a. General:

(1) Specific requirements for record documents are indicated in individual sections of these specifications. Other requirements are indicated in the General Conditions. General submittal requirements are indicated in the various "submittals" sections.

(2) Maintain on site, one set of the following record documents and record actual revisions to the Work:

(a) Contract Drawings.

(b) Specifications.

(c) Addenda.

(d) Change Orders and other Modifications to the Contract.

(e) Reviewed shop drawings, product data, and samples.

(3) Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Architect/Engineer's reference during normal working hours.

b. Record Drawings: The Contractor shall maintain a record set of blue line white-prints of contract drawings and shop drawings in clean, undamaged condition. All other subcontractors shall record work variations on the Contractor's record set. Mark-up the set of record documents to show the actual installation where the installed work varies from the work as originally shown. Mark whichever drawings are most capable of showing the actual "field" condition fully and accurately; however, where shop drawings are used for mark-up, record a cross reference at corresponding locations on the working drawings. Give particular attention to concealed work that would be difficult to measure and record at a later date.

(1) Mark record set with red erasable pencil and, where feasible, use other colors to distinguish between variations in separate categories of work. Mark-up new information which is known to be important to the Owner but, for some reason, was not shown on either contract drawings or shop drawings.

(2) The Contractor shall, during the progress of the work, keep accurate data on locations and elevations of underground/concealed work so that he may prepare a survey containing the final exact elevations and locations of all such work, especially that work for which an elevation or dimensional location is indicated and/or specified within the plans and/or specifications.

(a) Measured depths of foundations in relation to finish main floor datum.

(b) Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.

(c) Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.

(d) Field changes of dimension and detail.

(e) Details not on original Contract Drawings.

(3) Note related change order numbers where applicable.

(4) Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates, and other identification on the cover of each set. Submit to Architect/Engineer.

c. Record Specifications:

(1) Legibly mark and record at each Product section description of actual Products installed, including the following:

(a) Manufacturer’s name and product model and number.

(b) Product substitutions or alternates utilized.

(c) Changes made by Addenda and Modifications.

(2) Upon completion of mark-up, submit a complete record specification to Architect/Engineer for Owner’s records.

d. Record Product Data:

(1) Maintain one copy of each product data submittal. Mark these documents to show variations in the actual work performed in comparison with the submitted information.

Include both variations in the products as delivered to the site, and variations from manufacturer's instructions and recommendations for installation. Give particular attention to concealed products and portions of the work which cannot otherwise be readily discerned at a later date by direct observation. Note related change orders and mark-up of record drawings and specifications.

(2) Upon completion of mark-up, submit complete set of record product data to the Architect/Engineer for the Owner's records.

e. Miscellaneous Record Submittals: Refer to other sections of these specifications for requirements of miscellaneous record-keeping and submittals in connection with the actual performance of the work. Immediately prior to the date or dates of substantial completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the Architect/Engineer for the Owner's records.

.05 WARRANTIES:

a. The date of Substantial Completion of the project is also date of commencement of applicable warranties required by contract documents.

b. Provide duplicate notarized copies.

c. Execute and assemble documents from subcontractors, suppliers, and manufacturers.

d. Provide Table of Contents and assemble in three (3) ring binder with durable plastic cover.

e. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within ten (10) days after acceptance, listing date of acceptance as start of warranty period.

END OF SECTION 01 7800

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SECTION 02 4119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. The Work of this Section Includes:
   1. Demolition and removal of selected portions of exterior building elements.
   2. Removal and salvage of existing items for re-finishing and reinstallation.

1.2 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition 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.

1.3 PREINSTALLATION MEETINGS

A. The Contractor shall visit the site and become familiar with, and responsible for understanding existing conditions and the scope of required demolition work.

1.4 INFORMATIONAL SUBMITTALS

A. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for dust control. Indicate proposed locations and construction of barriers.

B. Schedule of selective demolition activities with starting and ending dates for each activity.

1.5 CLOSEOUT SUBMITTALS

A. Inventory: Submit a list of items that have been removed and salvaged.

1.6 FIELD CONDITIONS

A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

D. Hazardous Materials:
   1. It is not expected that hazardous materials will be encountered in the Work.

a. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.

E. On-site sale of removed items or materials is not permitted.

1.7 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ANSI/ASSP A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

B. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs or video, measured drawings.

1. Inventory and record the condition of items to be removed for salvage or reinstallation. Photograph or video conditions that might be misconstrued as damage caused by removal.
2. Photograph or video existing conditions of adjoining construction including finish surfaces, that might be misconstrued as damage caused by selective demolition operations or removal of items for salvage or reinstallation.

3.2 PREPARATION

A. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

B. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

3.3 UTILITY SERVICES AND BUILDING SYSTEMS

A. Existing Services/Systems to Remain: Maintain utilities and building systems and equipment to remain and protect against damage during selective demolition operations.
   1. Owner will arrange to shut off indicated utilities when requested by Contractor.
   2. Arrange to shut off utilities with utility companies.
   3. If disconnection of utilities and building systems will affect adjacent occupied parts of the building, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to those parts of the building.
   4. Remove and reinstall/salvage existing building systems, equipment, and components indicated on drawings to be removed and reinstalled or removed and salvaged:
      a. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment and components; when appropriate, reinstall, reconnect, and make equipment operational.
      b. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and components and deliver to Owner.

3.4 SALVAGE/REINSTALL

A. Removed and Reinstalled Items:
   1. Clean and repair items to functional condition adequate for intended reuse.
   2. Pack or crate items after cleaning and repairing. Identify contents of containers.
   3. Protect items from damage during transport and storage.
   4. Refinish items indicated on the Drawings.
   5. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

3.5 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
   1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
   2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
   3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
   4. Maintain fire watch during and for at least 2 hours after flame-cutting operations.
   5. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.
   1. Do not allow demolished materials to accumulate on-site.
   2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
   3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

B. Burning: Do not burn demolished materials.

3.7 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 02 4119

SECTION 03 4816 – PRECAST CONCRETE SPLASH BLOCKS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Precast concrete splash blocks for each downspout location.

1.2 SUBMITTALS

A. Submittals for Review:
   1. Product Data: Provide unit configuration, dimensions and concrete mix data.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Concrete Mix:
   1. Minimum 5000 psi compressive strength at 28 days.
   2. Air Entrained to 5 to 7 percent.

2.2 FABRICATION

A. Use rigid molds, construction to maintain precast units' uniform in shape, size and finish.

B. Cure units to develop concrete quality, and to minimize appearance blemishes, including non-uniformity, staining and surface cracking.

C. Minor patching in plant is acceptable, providing appearance of units in not impaired.

D. Nominal Size: 3 inches high x 11 inches wide x 36 inches long.

E. Provide raised lip at sides and rear edge.

F. Finish: Manufacturer's standard.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Place splash blocks under downspouts discharging onto horizontal surfaces.

B. Set level, on firm bearing.

END OF SECTION 03 4816

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SECTION 05 5000 – METAL FABRICATIONS

GENERAL

1.1 SUMMARY

A. Section includes:
   1. Metal Bollard Accessories.
      a. Pipe bollard sleeves for existing metal pipe bollards.

B. Locations:
   1. Building 6550

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.1 METAL BOLLARD ACCESSORIES

A. Pipe Bollard Sleeves:
   1. Provide high-density polyethylene (HDPE) pipe bollard sleeves with minimum 1/8-inch wall thickness, in sizes compatible with existing steel pipe bollards, and with two bands of tape in contrasting color.
      a. Color: 'Safety Yellow'.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Comply with insulation manufacturer's written instructions applicable to products and applications.

B. Install pipe bollard sleeves undamaged, dry, and unsoiled.

END OF SECTION 05 5000

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SECTION 07 2100 – THERMAL INSULATION

GENERAL

1.1 SUMMARY

A. Section includes:
   1. Glass-fiber Blanket Insulation.

B. Related Sections:
   1. Section 08 1113 – Hollow Metal Doors and Frames.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.1 GLASS FIBER BLANKET

A. Glass-Fiber Blanket Insulation, Unfaced: STM C665, Type I; passing ASTM E136 for combustion characteristics.
   1. Flame-Spread Index: Not more than 25 when tested in accordance with ASTM E84.
   2. Smoke-Developed Index: Not more than 50 when tested in accordance with ASTM E84.
   3. Labeling: Provide identification of mark indicating R-value of each piece of insulation 12 inches and wider in width.

2.2 ACCESSORIES

A. Insulation for Miscellaneous Voids:
   1. Glass-Fiber Insulation: ASTM C764, Type II, loose fill; with maximum flame-spread and smoke-developed indexes of 5, per ASTM 84.
   2. Spray Polyurethane Foam Insulation: ASTM C1029, Type II, closed cell, with maximum flame-spread and smoke-developed indexes of 75 and 450, respectively, per ASTM E84.
   3. Polyurethane Pour-in-Place Insulation: Closed cell, with maximum flame-spread and smoke-developed indexes of 75 and 450, respectively, per ASTM E84, specifically formulated for pour-in applications.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Comply with insulation manufacturer's written instructions applicable to products and applications.

B. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed to ice, rain or snow at any time.

C. Install insulation with manufacturer's R-value label exposed after insulation is installed.

D. Extend insulation to envelop entire area to be insulated. Fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.

E. Provide sizes to fit applications and selected from manufacturer's standard thicknesses, widths, and lengths. Apply single layer insulation units unless multiple layers are otherwise shown or required to make up total thickness or to achieve R-value.

3.2 INSTALLATION TO MISCELLANEOUS VOIDS

A. Install insulation in miscellaneous voids and cavity spaces where required to prevent gaps in insulation using the following materials:
   1. Glass-Fiber Insulation: Compact to approximately 40 percent of normal maximum volume equaling a density of approximately 2.5 lb./cubic foot.
   2. Spray Polyurethane Insulation: Apply according to manufacturer's written instructions.

END OF SECTION 07 2100

SECTION 07 9200 - JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes joint sealants for the following applications:
   1. Exterior joints in the following vertical surfaces and horizontal nontraffic surfaces:
      a. Construction joints in insulated precast concrete double-tee wall panels.
      b. Perimeter joints between materials listed above and frames of doors & windows.
      c. Perimeter joints between materials listed above and miscellaneous wall penetrations.
      d. Other joints as indicated.

   2. Interior joints in the following vertical surfaces and horizontal nontraffic surfaces:
      a. Perimeter joints of exterior openings where indicated.
      b. Other joints as indicated.

1.3 PERFORMANCE REQUIREMENTS

A. Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.

B. Provide joint sealants for interior applications that establish and maintain airtight and water-resistant continuous joint seals without staining or deteriorating joint substrates.

1.4 SUBMITTALS - See Section 01 300

A. Product Data: For each joint-sealant product indicated.

B. Product Certificates: For each type of joint sealant and accessory, signed by product manufacturer.

C. Qualification Data: For Installer.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: Manufacturer's authorized Installer who is approved or licensed for installation of elastomeric sealants required for this Project.

B. Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.

1.6 PROJECT CONDITIONS

A. Do not proceed with installation of joint sealants under the following conditions:
   1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
   2. When joint substrates are wet.
   3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
   4. Contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products listed in other Part 2 articles.

2.2 MATERIALS, GENERAL

A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer, based on testing and field experience.

B. VOC Content of Interior Sealants: Provide interior sealants and sealant primers that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
   1. Sealants: 250 g/L.
   2. Sealant Primers for Nonporous Substrates: 250 g/L.
   3. Sealant Primers for Porous Substrates: 775 g/L.

C. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.3 ELASTOMERIC JOINT SEALANTS

A. Elastomeric Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied chemically curing sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.

B. Stain-Test-Response Characteristics: Where elastomeric sealants are specified to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.

C. Single-Component, Fast Curing, Hybrid Sealant:
   1. Available Products:
      a. Dow Corning Corporation
      b. GE Silicones
      c. Pecora Corporation
      d. Polymeric Systems Inc.
      e. Sonneborn
      f. Tremco FC
   2. Type and Grade: S (single component) and NS (nonsag).
   3. Class: 50.
   4. Use Related to Exposure: NT (nontraffic).
   5. Uses Related to Joint Substrates: M, A, and O.
   6. Stain-Test-Response Characteristics: Nonstaining to porous substrates per ASTM C 1248.
   7. Colors: To match adjacent surfaces, as selected by the Architect.

2.4 JOINT-SEALANT BACKING

A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

B. Elastomeric Tubing Sealant Backings: Neoprene, butyl, EPDM, polyethylene, or silicone tubing complying with ASTM D 1056, nonabsorbent to water and gas, and capable of remaining resilient at temperatures down to minus 26 deg F. Provide products with low compression set and of size and shape to provide a secondary seal, to control sealant depth, and to otherwise contribute to optimum sealant performance.
   1. NOMACO 'SOF ROD' bi-cellular polyethylene foam backer rod, or approved equal.

C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

2.5 MISCELLANEOUS MATERIALS

A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way and formulated to promote optimum adhesion of sealants to joint substrates.

C. Masking Tape: Nonstaining, non-absorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
   1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
   2. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air.
   3. Remove laitance and form-release agents from concrete.
   4. Clean nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. As previously noted in "Miscellaneous Materials" Article, purpose of primers is to improve adhesion of sealant to substrate.

B. Joint Priming: Prime joint substrates, where recommended in writing by joint-sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.

B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

C. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
   1. Do not leave gaps between ends of sealant backings.
   2. Do not stretch, twist, puncture, or tear sealant backings.
   3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.

D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.

E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
   1. Place sealants so they directly contact and fully wet joint substrates.
   2. Completely fill recesses in each joint configuration.
   3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
   1. Remove excess sealant from surfaces adjacent to joints.
   2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
   3. Provide concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.
   4. Provide flush joint configuration where indicated per Figure 5B in ASTM C 1193.
   5. Provide recessed joint configuration of recess depth and at locations indicated per Figure 5C in ASTM C 1193.
      a. Use masking tape to protect surfaces adjacent to recessed tooled joints.

3.4 CLEANING

A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.5 PROTECTION

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

END OF SECTION 07 9200

SECTION 08 1113 – HOLLOW METAL DOORS AND FRAMES

GENERAL

1.1 SUMMARY

A. Section includes:
   1. Hollow-metal work.

B. Related Sections:
   1. Section 07 2100 – Thermal Insulation.
   2. Section 07 9200 – Joint Sealants
   3. Section 09 9000 - Painting

1.2 DEFINITIONS

A. Minimum Thickness: Minimum thickness of base metal without coatings according to NAAMM-HMMA 803 or SDI A250.8.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: Include elevations, door edge details, frame profiles, metal thicknesses, preparations for hardware, and other details.

C. Schedule: Prepared by or under the supervision of supplier, using same reference numbers for details and openings as those on Drawings.

1.4 INFORMATIONAL SUBMITTALS

A. Product test reports.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Ceco Door; ASSA ABLOY.
   2. Republic Doors and Frames.
   3. Steelcraft; an Allegion brand.

2.2 EXTERIOR HOLLOW-METAL DOORS AND FRAMES

A. Heavy-Duty Doors and Frames: SDI A250.8, Level 2.
   1. Physical Performance: Level B according to SDI A250.4.

2. Doors:
   a. Type: As indicated in the Door and Frame Schedule.
   b. Thickness: 1-3/4 inches.
   c. Face: Metallic-coated steel sheet, minimum thickness of 0.042 inch, with minimum A40 coating.
   d. Edge Construction: Model 2, Seamless.
   e. Core: Polyurethane.
3. Thermal-Rated Doors: Provide doors fabricated with thermal-transmittance (u-value) of not greater than 0.37 Btu/sq. ft. x h x deg F.
4. Frames:
   a. Materials: Metallic-coated steel sheet, minimum thickness of 0.053 inch, with minimum A40 coating.
   b. Construction: Full profile welded.
5. Exposed Finish: Prime.
6. Paint color to be selected by Architect.

B. Hollow-metal frames of metallic-coated steel sheet, minimum thickness of 0.042 inch.

C. Construction: Full profile welded.

2.3 FRAME ANCHORS

A. Jamb Anchors:
1. Masonry Type: Adjustable strap-and-stirrup or T-shaped anchors to suit frame size, not less than 0.042 inch thick, with corrugated or perforated straps not less than 2 inches wide by 10 inches long; or wire anchors not less than 0.177 inch thick.
2. Compression Type for Drywall Slip-on Frames: Adjustable compression anchors.
3. Postinstalled Expansion Type for In-Place Concrete or Masonry: Minimum 3/8-inch-diameter bolts with expansion shields or inserts. Provide pipe spacer from frame to wall, with throat reinforcement plate, welded to frame at each anchor location.

B. Floor Anchors: Formed from same material as frames, minimum thickness of 0.042 inch, and as follows:
1. Monolithic Concrete Slabs: Clip-type anchors, with two holes to receive fasteners.
2. Separate Topping Concrete Slabs: Adjustable-type anchors with extension clips, allowing not less than 2-inch height adjustment. Terminate bottom of frames at finish floor surface.

2.4 MATERIALS

A. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, Commercial Steel (CS), Type B; suitable for exposed applications.

B. Hot-Rolled Steel Sheet: ASTM A 1011/A 1011M, Commercial Steel (CS), Type B; free of scale, pitting, or surface defects; pickled and oiled.

C. Metallic-Coated Steel Sheet: ASTM A 653/A 653M, Commercial Steel (CS), Type B.

D. Frame Anchors: ASTM A 879/A 879M, Commercial Steel (CS), 04Z coating designation; mill phosphatized.

1. For anchors built into exterior walls, steel sheet complying with ASTM A 1008/A 1008M or ASTM A 1011/A 1011M, hot-dip galvanized according to ASTM A 153/A 153M, Class B.

E. Inserts, Bolts, and Fasteners: Hot-dip galvanized according to ASTM A 153/A 153M.

F. Power-Actuated Fasteners in Concrete: From corrosion-resistant materials.

G. Grout: ASTM C 476, except with a maximum slump of 4 inches, as measured according to ASTM C 143/C 143M.

H. Mineral-Fiber Insulation: ASTM C 665, Type I (blankets without membrane facing).

I. Bituminous Coating: Cold-applied asphalt mastic, compounded for 15-mil dry film thickness per coat.

2.5 FABRICATION

A. Fabricate hollow-metal work to be rigid and free of defects, warp, or buckle. Accurately form metal to required sizes and profiles, with minimum radius for metal thickness. Where practical, fit and assemble units in manufacturer's plant. To ensure proper assembly at Project site, clearly identify work that cannot be permanently factory assembled before shipment.

B. Hollow-Metal Doors:
   1. Exterior Doors: Provide weep-hole openings in bottoms of exterior doors to permit moisture to escape. Seal joints in top edges of doors against water penetration.
   2. Astragals: Provide overlapping astragal on one leaf of pairs of doors where required by NFPA 80 for fire-performance rating or where indicated.

C. Hollow-Metal Frames: Where frames are fabricated in sections due to shipping or handling limitations, provide alignment plates or angles at each joint, fabricated of same thickness metal as frames.
   1. Sidelite and Transom Bar Frames: Provide closed tubular members with no visible face seams or joints, fabricated from same material as door frame. Fasten members at crossings and to jambs by butt welding.
   2. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated.
   3. Grout Guards: Weld guards to frame at back of hardware mortises in frames to be grouted.
   4. Floor Anchors: Weld anchors to bottoms of jambs with at least four spot welds per anchor; however, for slip-on drywall frames, provide anchor clips or countersunk holes at bottoms of jambs.
   5. Jamb Anchors: Provide number and spacing of anchors as follows:
      a. Masonry Type: Locate anchors not more than 16 inches from top and bottom of frame. Space anchors not more than 32 inches o.c., to match coursing, and as follows:
         1) Two anchors per jamb up to 60 inches high.
         2) Three anchors per jamb from 60 to 90 inches high.
         3) Four anchors per jamb from 90 to 120 inches high.
         4) Four anchors per jamb plus one additional anchor per jamb for each 24 inches or fraction thereof above 120 inches high.

b. Stud-Wall Type: Locate anchors not more than 18 inches from top and bottom of frame. Space anchors not more than 32 inches o.c. and as follows:
1) Three anchors per jamb up to 60 inches high.
2) Four anchors per jamb from 60 to 90 inches high.
3) Five anchors per jamb from 90 to 96 inches high.
4) Five anchors per jamb plus one additional anchor per jamb for each 24 inches or fraction thereof above 96 inches high.
c. Compression Type: Not less than two anchors in each frame.
d. Postinstalled Expansion Type: Locate anchors not more than 6 inches from top and bottom of frame. Space anchors not more than 26 inches o.c.
6. Door Silencers: Except on weather-stripped frames, drill stops to receive door silencers.
a. Single-Door Frames: Drill stop in strike jamb to receive three door silencers.
b. Double-Door Frames: Drill stop in head jamb to receive two door silencers.

D. Hardware Preparation: Factory prepare hollow-metal work to receive templated mortised hardware; include cutouts, reinforcement, mortising, drilling, and tapping according to SDI A250.6, the Door Hardware Schedule, and templates.
1. Reinforce doors and frames to receive nontemplated, mortised, and surface-mounted door hardware.
2. Comply with applicable requirements in SDI A250.6 and BHMA A156.115 for preparation of hollow-metal work for hardware.

2.6 STEEL FINISHES

A. Prime Finish: Clean, pretreat, and apply manufacturer's standard primer.
1. Shop Primer: SDI A250.10.

2.7 ACCESSORIES

A. Mullions and Transom Bars: Join to adjacent members by welding or rigid mechanical anchors.

B. Grout Guards: Formed from same material as frames, not less than 0.016 inch thick.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Hollow-Metal Frames: Install hollow-metal frames for doors, transoms, sidelites, borrowed lites, and other openings, of size and profile indicated. Comply with SDI A250.11 or NAAMM-HMMA 840 as required by standards specified.
1. Set frames accurately in position; plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces, leaving surfaces smooth and undamaged.
a. At fire-rated openings, install frames according to NFPA 80.
b. Where frames are fabricated in sections because of shipping or handling limitations, field splice at approved locations by welding face joint continuously; grind, fill, dress, and make splice smooth, flush, and invisible on exposed faces.
c. Install frames with removable stops located on secure side of opening.
d. Install door silencers in frames before grouting.

e. Remove temporary braces necessary for installation only after frames have been properly set and secured.
f. Check plumb, square, and twist of frames as walls are constructed. Shim as necessary to comply with installation tolerances.
g. Field apply bituminous coating to backs of frames that will be filled with grout containing antifreezing agents.

2. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor, and secure with postinstalled expansion anchors.
   a. Floor anchors may be set with power-actuated fasteners instead of postinstalled expansion anchors if so indicated and approved on Shop Drawings.
3. Metal-Stud Partitions: Solidly pack mineral-fiber insulation inside frames.
4. Masonry Walls: Coordinate installation of frames to allow for solidly filling space between frames and masonry with grout.
5. Concrete Walls: Solidly fill space between frames and concrete with mineral-fiber insulation.
6. In-Place Concrete or Masonry Construction: Secure frames in place with postinstalled expansion anchors. Countersink anchors, and fill and make smooth, flush, and invisible on exposed faces.
7. Installation Tolerances: Adjust hollow-metal door frames for squareness, alignment, twist, and plumb to the following tolerances:
   a. Squareness: Plus or minus 1/16 inch, measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
   b. Alignment: Plus or minus 1/16 inch, measured at jambs on a horizontal line parallel to plane of wall.
   c. Twist: Plus or minus 1/16 inch, measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
   d. Plumbness: Plus or minus 1/16 inch, measured at jambs at floor.

B. Hollow-Metal Doors: Fit hollow-metal doors accurately in frames, within clearances specified below. Shim as necessary.
1. Non-Fire-Rated Steel Doors:
   a. Between Door and Frame Jambs and Head: 1/8 inch plus or minus 1/32 inch.
   b. Between Edges of Pairs of Doors: 1/8 inch to 1/4 inch plus or minus 1/32 inch.
   c. At Bottom of Door: 5/8 inch plus or minus 1/32 inch.
   d. Between Door Face and Stop: 1/16 inch to 1/8 inch plus or minus 1/32 inch.
2. Smoke-Control Doors: Install doors and gaskets according to NFPA 105.

3.2 ADJUSTING AND CLEANING

A. Final Adjustments: Check and readjust operating hardware items immediately before final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including hollow-metal work that is warped, bowed, or otherwise unacceptable.

B. Remove grout and other bonding material from hollow-metal work immediately after installation.

C. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying, rust-inhibitive primer.

D. Metallic-Coated Surface Touchup: Clean abraded areas and repair with galvanizing repair paint according to manufacturer's written instructions.

E. Touchup Painting: Cleaning and touchup painting of abraded areas of paint are specified in painting Sections.

END OF SECTION 08 1113

SECTION 08 7100

DOOR HARDWARE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Mechanical door hardware for the following:
      a. Swinging doors.
   2. Cylinders for door hardware specified in other Sections.

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

B. Keying Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples: For each exposed product in each finish specified.

C. Door hardware schedule.

D. Keying schedule.

1.4 INFORMATIONAL SUBMITTALS

A. Sample warranty.

1.5 CLOSEOUT SUBMITTALS

A. Maintenance data.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: Supplier of products and an employer of workers trained and approved by product manufacturers and of an Architectural Hardware Consultant who is available during the course of the Work to consult Contractor, Architect, and Owner about door hardware and keying.
   1. Scheduling Responsibility: Preparation of door hardware and keying schedule.

1.7 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace components of door hardware that fail in materials or workmanship within specified warranty period.
   1. Warranty Period: Three years from date of Substantial Completion unless otherwise indicated below:
      a. Electromagnetic and Delayed-Egress Locks: Five years from date of Substantial Completion.
      b. Exit Devices: Two years from date of Substantial Completion.
      c. Manual Closers: Ten years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Means of Egress Doors: Latches do not require more than 15 lbf to release the latch. Locks do not require use of a key, tool, or special knowledge for operation.

B. Accessibility Requirements: For door hardware on doors in an accessible route, comply with ICC A117.1.

2.2 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products specified in the hardware schedule, or equal as approved by Owner.

2.3 SCHEDULED DOOR HARDWARE

A. Provide products for each door that comply with requirements indicated in Part 2 and door hardware schedule, or equal as approved by the Architect.
   1. Door hardware is scheduled in Section 08 7105 "Door Hardware Schedule."

2.4 HINGES

A. Hinges: BHMA A156.1. Provide template-produced hinges for hinges installed on hollow-metal doors and hollow-metal frames.

2.5 MECHANICAL LOCKS AND LATCHES

A. Lock Functions: As indicated in door hardware schedule.

B. Lock Throw: Comply with testing requirements for length of bolts required for labeled fire doors, and as follows:
   1. Bored Locks: Minimum 1/2-inch latchbolt throw.
   2. Mortise Locks: Minimum 3/4-inch latchbolt throw.
   3. Deadbolts: Minimum 1-inch bolt throw.

C. Lock Backset: 2-3/4 inches unless otherwise indicated.

D. Lock Trim:
1. Description: Allegion, Falcon, T Series, extra heavy duty, Grade 1 cylindrical lever locks.
2. Levers: Cast.
    a. Quantum lever.
3. Escutcheons (Roses): Wrought.
4. Dummy Trim: Match lever lock trim and escutcheons.

E. Strikes: Provide manufacturer's standard strike for each lock bolt or latchbolt complying with requirements indicated for applicable lock or latch and with strike box and curved lip extended to protect frame; finished to match lock or latch.
1. Flat-Lip Strikes: For locks with three-piece antifriction latchbolts, as recommended by manufacturer.
2. Extra-Long-Lip Strikes: For locks used on frames with applied wood casing trim.
3. Aluminum-Frame Strike Box: Manufacturer's special strike box fabricated for aluminum framing.
4. Rabbet Front and Strike: Provide on locksets for rabbeted meeting stiles.

F. Bored Locks: BHMA A156.2; Grade 1; Series 4000.

G. Mortise Locks: BHMA A156.13; Operational Grade 1 and Security Grade 1; stamped steel case with steel or brass parts; Series 1000.

2.6 AUXILIARY LOCKS

A. Bored Auxiliary Locks: BHMA A156.36: Grade 1; with strike that suits frame.

B. Mortise Auxiliary Locks: BHMA A156.36; Grade 1; with strike that suits frame.

2.7 MANUAL FLUSH BOLTS

A. Manual Flush Bolts: BHMA A156.16; minimum 3/4-inch throw; designed for mortising into door edge.

2.8 EXIT DEVICES AND AUXILIARY ITEMS

A. Exit Devices and Auxiliary Items: BHMA A156.3.

B. All exit devices for future electrified card access system need to have hex key dogging functions.

2.9 LOCK CYLINDERS

A. Lock Cylinders: Tumbler type, constructed from brass or bronze, stainless steel, or nickel silver.

B. High-Security Lock Cylinders: BHMA A156.30; Grade 1 permanent cores that are removable; face finished to match lockset.
1. Type: M, mechanical.

2.10 KEYING

A. Keying System: Factory registered, complying with guidelines in BHMA A156.28, appendix. Provide one extra key blank for each lock. Incorporate decisions made at the keying conference.
   1. Master Key System: Change keys and a master key operate cylinders.
      a. Provide three-cylinder change keys and five master keys.

   2. Keyed Alike: Key all cylinders to same change key.

B. Keys: Nickel silver.
   1. Stamping: Permanently inscribe each key with a visual key control number and include the following notation:
      a. Notation: "DO NOT DUPLICATE."

C. Lock Cylinders: Schlage Classic Primus E-Keyway 6-Pin Cylinders.
   1. Provide cams and/or tailpieces as required for locking devices required.
   2. Provide large format interchangeable cores to facilitate maintenance and lock changes.

D. Keying: Grand master keyed.
   1. Include construction keying.
   2. Key to existing Schlage Primus keying system.
   3. Supply keys in the following quantities:
      a. Six (6) Master keys.
      b. Six (6) Grand Master keys.
      c. Two (2) Change Keys for each lock.
   4. When providing keying information, comply with DHI Handbook "Keying systems and nomenclature".
   5. Supply 35-053 486 Primus Classic EP Keyway to be cut by Owner.
   6. Coordinate keying with the Owner.

2.11 OPERATING TRIM

A. Operating Trim: BHMA A156.6; stainless steel unless otherwise indicated.

2.12 SURFACE CLOSERS

A. Surface Closers: BHMA A156.4; rack-and-pinion hydraulic type with adjustable sweep and latch speeds controlled by key-operated valves and forged-steel main arm. Comply with manufacturer's written instructions for size of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Provide factory-sized closers, adjustable to meet field conditions and requirements for opening force.

2.13 MECHANICAL STOPS AND HOLDERS

A. Wall- and Floor-Mounted Stops: BHMA A156.16.

2.14 OVERHEAD STOPS AND HOLDERS

A. Overhead Stops and Holders: BHMA A156.8.

2.15 DOOR GASKETING

A. Door Gasketing: BHMA A156.22; with resilient or flexible seal strips that are easily replaceable and readily available from stocks maintained by manufacturer.

B. Maximum Air Leakage: When tested according to ASTM E 283 with tested pressure differential of 0.3-inch wg, as follows:
   1. Gasketing on Single Doors: 0.3 cfm/sq. ft. of door opening.

2.16 THRESHOLDS

A. Thresholds: BHMA A156.21; fabricated to full width of opening indicated.

2.17 METAL PROTECTIVE TRIM UNITS

A. Metal Protective Trim Units: BHMA A156.6; fabricated from 0.050-inch-thick stainless steel; with manufacturer's standard machine or self-tapping screw fasteners.

2.18 FINISHES

A. Unless otherwise indicated in the hardware schedule or herein, hardware finishes shall be applied over base metals as specified in the following finish schedule:

	HARDWARE ITEM	BHMA FINISH AND BASE MATERIAL
1.	Butt Hinges: Exterior, or Non-Ferrous	630 (US32D - Satin Stainless Steel)
2.	Butt Hinges: Interior	652 (US26D - Satin Chromium)
3.	Continuous Hinges	630 (US32D - Satin Stainless Steel)
4.	Exit Devices	626 (US26D - Satin Chromium)
5.	Locks and Latches	626 (US26D - Satin Chromium)
6.	Pulls and Push Plates/Bars	630 (US32D - Satin Stainless Steel)
7.	Closers	689 (Aluminum)
8.	Protective Plates	630 (US32D - Satin Stainless Steel)
9.	Overhead Stops	630 (US32D - Satin Stainless Steel)
10.	Wall Stops and Holders	630 (US32D - Satin Stainless Steel)
11.	Thresholds	628 (Mill Aluminum)
12.	Weather-strip, Sweeps Drip Caps (wood and hollow metal doors) Aluminum Anodized	
13.	Weather-strip, Sweeps Drip Caps (aluminum doors) Match finish of aluminum doors.	
14.	Miscellaneous	626 (US26D – Satin Chromium)

PART 3 - EXECUTION

3.1 INSTALLATION

A. Mounting Heights: Mount door hardware units at heights to comply with the following unless otherwise indicated or required to comply with governing regulations.

1. Standard Steel Doors and Frames: ANSI/SDI A250.8.
2. Custom Steel Doors and Frames: HMMA 831.

B. Install each door hardware item to comply with manufacturer's written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work. Do not install surface-mounted items until finishes have been completed on substrates.

C. Hinges: Install types and in quantities indicated in door hardware schedule, but not fewer than the number recommended by manufacturer for application indicated or one hinge for every 30 inches of door height, whichever is more stringent, unless other equivalent means of support for door, such as spring hinges or pivots, are provided.

D. Intermediate Offset Pivots: Where offset pivots are indicated, provide intermediate offset pivots in quantities indicated in door hardware schedule, but not fewer than one intermediate offset pivot per door and one additional intermediate offset pivot for every 30 inches of door height greater than 90 inches.

E. Lock Cylinders: Contractor to install permanent cylinders, as specified.

F. Thresholds: Set thresholds for exterior doors and other doors indicated in full bed of sealant complying with requirements specified in Section 07 9005 "Joint Sealers."

G. Stops: Provide floor stops for doors unless wall or other type stops are indicated in door hardware schedule. Do not mount floor stops where they will impede traffic.

H. Perimeter Gasketing: Apply to head and jamb, forming seal between door and frame.
   1. Do not notch perimeter gasketing to install other surface-applied hardware.

I. Meeting Stile Gasketing: Fasten to meeting stiles, forming seal when doors are closed.

J. Door Bottoms: Apply to bottom of door, forming seal with threshold when door is closed.

3.2 ADJUSTING

A. Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

3.3 DOOR HARDWARE SCHEDULE

A. See Section 08 7105 Door Hardware Schedule.

END OF SECTION 08 7100

SECTION 08 7105

DOOR HARDWARE SCHEDULE

PART 1 - GENERAL – Not used.

PART 2 - PRODUCTS – Not used.

PART 3 - EXECUTION.

3.1 DOOR HARDWARE SCHEDULE

HARDWARE GROUP: 01		Exterior Doors	
Qty.	Description	Product Number	Manufacturer
3 ea.	Hinges	5BB1 -4 1/2"x4 1/2" - 630 - NRP	IVE
1 ea.	Closers	4040XP - CUSH - ALUM	LCN
1 ea.	Exit Device	22L - SP28/689 with Hex Key Dogging	VON
1 ea.	Lockset	L9453 w/ #17 Lever 626	SCH
1 ea.	Rim Cylinders	Primus Classic E Keyway, 6 pin, large format interchangeable core, match Owners existing system	SCH
1 ea.	Drip Cap	16A- 40"	NGP
1 ea.	Threshold	425E - 36"	NGP
1 ea.	Sweep	D698A - 36"	NGP
1 ea.	Weather Strip	700SA - 36" x 84"	NGP
3 ea.	Silencers	SR64	IVE
1 ea.	Kickplate	8400 - US32D 10" x 34"	IVE

END OF SECTION 08 7105

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SECTION 09 9000 - PAINTING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes surface preparation and the application of paint and stain systems on building component substrates and the following substrates:
   1. Steel and Iron Surfaces

1.2 DEFINITIONS

A. MPI Gloss Level 1: Not more than five units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.

B. MPI Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.

C. MPI Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.

D. MPI Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.

E. MPI Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.

F. MPI Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.

G. MPI Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.

H. Resurfacer: an epoxy polymer modified cementitious material used to restore the concrete substrate to provide a contiguous cementitious surface for subsequent lining materials.

I. Coating (lining): coating systems materials, including any applicable resinous primers and finish coats.

J. Coating (lining) system: all total resurfacing and coating materials combined to function as a total system to provide the designed protection.

K. Definitions of painting terms: ASTM D 16, unless otherwise specified.

L. Dry Film Thickness (DFT): thickness of a coat of paint in fully cured state measured in mils (1/1000 inch).

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product. Include preparation requirements and application instructions.

B. Samples: For each type of paint system and in each color and gloss of topcoat; provide color draws for each color selected and for each type of paint.

C. Product List: For each product indicated. Cross-reference products to coating system and locations of application areas. Use same designations indicated on Drawings and in schedules.

D. Manufacturer's recommended resurfacing material, including: generic description, surface preparation, mixing instructions, application procedures, minimum and maximum thickness, ACI 308R curing procedures (including method(s) and duration), subsequent preparation necessary to receive epoxy lining materials, and minimum and maximum curing/recoating times, all must be submitted in writing and shall be followed in detail by the Contractor.

E. Manufacturer's current printed recommendations and product data sheets for all coating system products supplied under this section including performance criteria, surface preparation and application instructions, volatile organic compound (VOC) data, and safety Requirements.

F. Material Safety Data Sheets (MSDS) for any materials brought on site, including all solvents and lining systems materials.

G. Certification that all materials comply with Federal, State, and Local regulations for VOCs (Volatile Organic Compounds).

H. Storage requirements, including temperature, humidity, and ventilation for all coating systems materials.

I. Manufacturer's recommended standard lining details for all products specified, including: leading edge determination, metal embedment in concrete, termination at pipe penetrations, control / construction joint, and expansion joint details. All details shall be computer generated by the coating Manufacturer and approved by the Engineer.

J. Daily reports that contain the following information: surface preparation, substrate conditions, ambient conditions, application procedures, coating materials used, coating material quantities, batch numbers of materials used, and work completed and location thereof. Mark-up drawings showing location of work.

K. Letters with associated product data signed by the Manufacturer certifying that submitted products are suitable for application on the surfaces to be resurfaced and for the service conditions.

1.4 QUALITY ASSURANCE

A. Requirements:
   1. If any requirements of this specification conflict with a referenced standard, the more stringent requirement shall apply. Do not use or retain contaminated, outdated, or diluted materials for coating operations. Do not use materials from previously opened containers.
   2. Use only products of the approved Manufacturer. Use products of one manufacturer in any one resurfacing system with compatible materials. Provide same material product for touch-up as for original material.
   3. Make available all locations and phases of the work for access by the Engineer and the Owner. The Contractor shall provide ventilation and egress to safely access the coating work areas for inspection.
   4. Conduct work so that the lining system is installed as specified herein. Inspect work continually to ensure that the lining system is installed as specified herein. The Contractor shall inspect the work to determine conformance with the specifications and

referenced documents. The Contractor shall inform the Engineer of the progress and the quality of the work through daily reports as specified below. Any nonconforming coating system work shall be corrected as specified herein or as recommended by the Manufacturer.

5. Summarize test data, work progress, areas covered, ambient conditions, quality control inspection test findings, and other information pertinent to the lining system installation in daily reports to be submitted to the Engineer.
6. The methods of construction shall be in accordance with all requirements of this specification.
7. Employ only tradespeople who have at least three years of experience performing lining system work of similar size and complexity as the work specified in this Section. Submittals to verify these qualifications are to be made within thirty (30) days of the Notice-to-Proceed and are subject to approval by the Engineer.
8. Specified System is the minimum standard of quality for this project.

B. Single-Source Responsibility:
   a. All lining system materials, including resurfacing materials, primers and applicable topcoats shall be products of a single manufacturer.

1.5 COORDINATION

A. The Contractor shall coordinate with the Engineer and Owner regarding availability of work areas, completion times, access and other factors which can impact plant operations.

1.6 SAFETY

A. The Contractor shall comply with the provisions outlined in the following documents:
   1. SSPC-PA-3 "A Guide to Safety in Paint Application"
   2. NACE Pub. "A Manual for Painter Safety"

B. The Contractor shall provide personnel with all safety equipment necessary to protect them during any phase of the Work. This shall include, but not be limited to, safety glasses, goggles, earplugs, hard hats, steel-toed work shoes, appropriate personal protective clothing, gloves, and plant approved escape respirators (where required).

C. No Work shall be performed until the appropriate Work Requests and Lockouts are approved by the Engineer. The Work Request system provides a mechanism to advise plant staff of Contractor's work activities. The Lockout system is a safety procedure to prevent unintended equipment activation.

D. Keep any flammable materials away from open flames, sparks, or temperatures exceeding 150 degrees F. Drums containing flammable materials shall be grounded.

E. Power tools shall be in good working order to avoid open-sparking. No spark producing tools shall be utilized in areas where flammable materials (solids, liquids, or gases) are present.

F. The Contractor shall fireproof all work areas by maintaining a clean work area and having UL approved fire extinguishers on hand. The Contractor is responsible for furnishing the fire extinguishers.

G. Workers doing abrasive blasting operations shall wear a fresh air supplied protective helmet and hood and personal protective clothing acceptable to industry standards and all government regulations.

H. Dispose of rags used for wiping up resurfacing materials, solvents, and thinners by drenching them with water and placing in a metal container with a tight-fitting metal cover. Complete this disposal process at the end of each day. Dispose of all materials properly, in accordance with all applicable regulations.

I. Matches, smoking, flames or sparks resulting from any source must be remote from the area during coating work. Smoking is never permitted inside the water treatment plant.

1.7 PROJECT CONDITIONS

A. Prepare surfaces and apply and cure coatings within air and surface temperature ranges in accordance with the manufacturer's written instructions.

B. Surface temperature: minimum of 5 degrees F above the dew point.

C. Relative humidity: prepare surfaces and apply and cure coatings within relative humidity ranges in accordance with the manufacturer's written instructions.

D. Precipitation: do not prepare or apply coatings in rain, snow, fog or mist.

E. Do not spray coatings if wind velocity is above Manufacturer's limit and causes overspray of the coating materials.

1.8 VENTILATION

A. Provide ventilation during and following coating application per the Manufacturer's written instructions. Ventilation shall be maintained a minimum of 24 hours following the completion of application, as directed by the Manufacturer, to facilitate cure of the materials.

1.9 DUST AND CONTAMINANTS

A. Schedule coating work to avoid excessive dust and airborne contaminants. Protect work areas from excessive dust and airborne contaminants during coating application and curing.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Building Components
   1. Manufacturers: Subject to compliance with requirements and unless noted otherwise, provide products by one of the following, or equal as approved by Architect:
      a. Benjamin Moore & Co.
      b. Pratt & Lambert.
      c. Sherwin-Williams Company (The).

B. Material Compatibility:

1. Provide materials for use within each coating system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. Provide products of same manufacturer for each coat in a coating system.

C. Stain Colors: As selected by Architect from manufacturer's full range.

2.2 PAINT, GENERAL

A. MPI Standards: Products shall comply with MPI standards indicated and shall be listed in its "MPI Approved Products Lists."

B. Material Compatibility:
1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.

C. Colors: As selected by Engineer/Architect from manufacturer's full range.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
1. Concrete: 12 percent.
2. Gypsum Board: 12 percent.

C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.

D. Proceed with coating application only after unsatisfactory conditions have been corrected.
1. Application of coating indicates acceptance of surfaces and conditions.

3.2 EXISTING MATERIALS AND COATINGS

A. Standard Portland cement or new concrete shall be well-cured prior to the application of the protective coating system. Sufficient cure shall be verified in accordance with SSPC-SP13 / NACE No. 6 prior to the commencement of application.

B. Remove all existing cementitious curing membranes in accordance with SSPC-SP13 / NACE No. 6 prior to commencement of the application.

C. Remove all existing coatings prior to application of the new coating system.

3.3 PREPARATION

A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.

B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
   1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.

3.4 APPLICATION

A. Apply paints according to manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual."

B. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.5 PAINTING SCHEDULE

A. Exterior Steel & Iron Substrates: Hollow Metal Doors and Frames, Steel Jambs, Louvers, Lintels & Miscellaneous Metals:
   1. Prime Coat: Sherwin Williams Kem Kromik Universal Metal Primer.
   2. Intermediate Coat: Sherwin Williams Metalastic DTM, Acrylic Modified Enamel, Semi-Gloss, matching topcoat.
   3. Topcoat: Sherwin Williams Metalastic DTM, Acrylic Modified Enamel, Semi-Gloss.
   4. Color: PPG1005-7 'Dark Granite'.

B. Exterior Precast Concrete Substrates:
   1. Repaint Cleaning:
      a. Cleaner: Extra Muscle Prepaint Cleaner
         1) Apply mixed cleaning solution to surface with a low-pressure spray.
         2) Water rinse with a high-pressure spray.
   2. Prime Coat: Sherwin Williams Loxon Acrylic Conditioner.
      a. Requires Sherwin Williams ColorCast Ecotoner colorant for tinting.
   3. Intermediate Coat: Sherwin Williams ConFlex SherLastic Elastomeric Coating, matching topcoat.
   4. Topcoat: Sherwin Williams ConFlex SherLastic Elastomeric Coating.
   5. Color: PPG1101-3 'Stylish'.

END OF SECTION 09 9000