Consideration of Approval of Lea County Resolution No. 18-JUN-128R Authorizing a HVAC Service and Preventative Maintenance Provider for Lea County Facilities.

EXHIBIT B-1

HONEYWELL MAINTENANCE SERVICES PRICING (excludes NMGRT and CES FEE):

	HONEYWELL Contract #	Current Price	2.5% Escalation Annual $ Amount	Next Year's Annual $ Amount	
Lea County Detention	40179053	$ 87,832.04	$ 2,195.80	$ 90,027.84	
Lea County Special Events Center	40179057	$ 96,262.83	$ 2,406.57	$ 98,669.40	
Lea County Public Safety	40179067	$ 21,948.50	$ 548.71	$ 22,497.21	
Lea County Hobbs Buildings	40179208	$ 25,569.38	$ 639.23	$ 26,208.61	
Lea County Lovington Buildings	40179207	$148,381.12	$ ~~3,709.53~~ $-3,970.99	~~$152,090.65~~	$144,410.13
Lea County Community Centers	40208522	$ 4,550.70	$ 113.77	$ 4,664.47	
TOTAL		$384,544.57	~~$ 9,613.61~~ $1,933.09	~~$394,158.18~~	$386,477.66

LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Friday, June 8, 2018

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: May 23, 2018

County Manager Approval (mgallagher@leacounty.net) required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy: 05/23/2018	SUBMITTED BY Name/Title/Dept: Erich L. Francke/ Facilities Director / Facilities
SUBJECT: HVAC Maintenance Agreements with Honeywell	ATTACHMENT(S): Exhibit B-1, service contracts for LC Detention, LC Event Center, LC Public Safety, LC Hobbs Buildings, LC Lovington Buildings, LC Communit
NO. OF ORIGINALS FOR SIGNATURE: 01 Resolution 01 Agreement 00 ***Select One**	ACTION REQUESTED: Action Item

STRATEGIC PLAN Implementation of 5 Year Strategic Plan:
Goal - 3.3 infrastructure and Facilities

SUMMARY:
Begin new 3 year agreement with Honeywell Building Solutions for comprehensive service for Lea County HVAC system renewable each year as desired. Current agreement has been in effect since May of 2015 with positive outcomes realized and multiple existing problems corrected.

Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel ☐ If checked; how many: Laptop ☑ Projector ☑ Other:	See Additional Summary Attached ☐
SUBMITTER'S RECOMMENDATION(S): Submitted 05/24/2018 Approve Year one of new service agreements for Lea County HVAC systems	Submitter's Signature Department Director, Etc. Erich L. Francke Digitally signed by: Erich L. Francke DN: CN = Erich L. Francke email = efrancke@leacounty.net C = US O = Lea County OU = Facilities Date: 2018.05.24 11:25:56 -07'00'
FINANCE REVIEW Fiscal Impact/Cost: Sent to Legal 05/29/2018 2018-2019 impact of $386,477.66 with possible up to 3% increasea adjustment per year. Funds are budgeted and available in the FY19 budget.	Reviewed by Finance Director Henry C Low Jr Digitally signed by Henry C Low Jr Date: 2018.05.29 09:12:55 -06'00'
LEGAL REVIEW: (Note: Travel does not need legal review)	Reviewed by County Attorney
COUNTY MANAGER REVIEW:	Approved by County Manager to be Placed on Agenda Digitally signed by Sandrea J. Stout-Brito DN: cn=Sandrea J. Stout-Brito, o=Lea County Government, ou=Executive, email=sstout@leacounty.net, c=US Date: 2018.06.07 08:53:23 -06'00'

Item 0222 RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN

Approved: _____ Denied: _____ Other: _____
Resolution No. 18-JUN-128R Policy No. _____ Ordinance No. _____
Continued To: _____ Referred To: _____ Comments: _____

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 18-JUN-128R

A RESOLUTION AUTHORIZING A HVAC SERVICE AND PREVENTATIVE MAINTENANCE PROVIDER FOR LEA COUNTY FACILITIES

WHEREAS, Lea County has a need for a county wide preventative maintenance plan; and

WHEREAS, Honey Building Solutions through CES (Cooperative Education Services) offers a full comprehensive service plan to include preventative maintenance; and

WHEREAS, Honeywell has been under contract for since 2015 with positive results and improvements.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County, that the renewal of the Preferred HVAC maintenance service contract with Honeywell Building Solutions is hereby approved.

BE IT FURTHER RESOLVED that the Commission Chair may finalize and sign any agreements consistent with the terms of this resolution.

PASSED and APPROVED on this 8th day of June, 2018, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

_____	_____
Ron R. Black, Chair	Rebecca, Long, Vice Chair
Voted: Yes No Abstain	Voted: Yes No Abstain
_____	_____
Dean Jackson, Member	Jonathan Sena, Member
Voted: Yes No Abstain	Voted: Yes No Abstain
_____	
Richard Don Jones, Member	
Voted: Yes No Abstain	

ATTEST: Keith Manes
Lea County Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Kelli Williams, Deputy Clerk

_____
John W. Caldwell, County Attorney

EXHIBIT B-1

HONEYWELL MAINTENANCE SERVICES PRICING (excludes NMGRT and CES FEE):

	HONEYWELL Contract #	Current Price	2.5% Escalation Annual $ Amount	Next Year's Annual $ Amount	
Lea County Detention	**40179053**	$ 87,832.04	$ 2,195.80	$ 90,027.84	
Lea County Special Events Center	**40179057**	$ 96,262.83	$ 2,406.57	$ 98,669.40	
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Lea County Hobbs Buildings	**40179208**	$ 25,569.38	$ 639.23	$ 26,208.61	
Lea County Lovington Buildings	**40179207**	$148,381.12	$ ~~3,709.53~~ $-3,970.99	~~$152,090.65~~ -	$144,410.13
Lea County Community Centers	**40208522**	$ 4,550.70	$ 113.77	$ 4,664.47	
TOTAL		**$384,544.57**	**~~$ 9,613.61~~** $1,933.09	**~~$394,158.18~~** -	$386,477.66

Honeywell Building Solutions

SERVICE AGREEMENT

Date: **May 17, 2018** Proposal Number: F6159-0000001 rev1 Agreement Number: **40179053**

(HONEYWELL)
Honeywell Building Solutions
3509 Durazno
El Paso, Texas 79905

(CUSTOMER)
Customer's Name
4216 Balloon Park Road, NE
Albuquerque, NM 87109
Contact Person: Lori O'Rourke
Email: lori@ces.org
Office: 505-344-5740
Fax: 505-344-9343

(Owner)
Lea County
100 North Main Avenue

Lovington, New Mexico 88260

Location: Lea County Detention Center

Work Site Location Address:

Work Site Name	*Street Address*	*City*	*St*	*Zip*
Detention Center	1401 S. Commercial	Lovington	NM	88260

Revised General Provisions for CES and Honeywell Contract 2014-016 962-101 are included by reference. This represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. If any conflict arises between the Contract and the Honeywell Building Systems Agreement, the Contract shall prevail and take precedence, and be the controlling document.

Scope of Work: HONEYWELL INTERNATIONAL INC., through its Honeywell Building Solutions business unit (sometimes referred to as "HBS", "Honeywell" or "Honeywell Building Solutions"), shall provide the following equipment and services ("the Work") in accordance with the attached work scope documents and terms and conditions, which form a part of this Agreement.

- ☒ **Preferred Temperature Control Services**
- ☐ **Flex Temperature Control Services**
- ☒ **Preferred Automation Maintenance Services**
- ☐ **Flex Automation Services**
- ☐ **Preferred Fire Alarm Maintenance Services**
- ☐ **Fire Alarm Test and Inspect Services**
- ☐ **Preferred Security System Inspect Services**
- ☐ **Flex Security System Services**
- ☒ **Preferred Mechanical Maintenance Services**
- ☐ **Flex Mechanical Maintenance Services**
- ☐ **ServiceNet™ Remote Monitoring and Control Services**
- ☐ **EBI Services**
- ☐ **Online Services**
- ☐ **Advanced Support**
- ☐ **Attune™ Advisory Services - Operations**
- ☐ **Attune™ Advisory Services – Energy Awareness**
- ☐ **Outcome Based Service—Assurance Automation**
- ☐ **Outcome Based Service—Vision**
- ☐ **Site Services**
- ☐ **Honeywell Energy Analysis Reporting**
- ☒ **Air Filter Services**
- ☐ **Water Treatment Services**
- ☐ **Critical Parts Stocking**
- ☐ **Thermography Services**
- ☐ **Emergency Generator Services**
- ☐ **In Suite Services**
- ☐ **Remote Monitoring/Radionics**
- ☐ **Indoor Air Quality Auditing Services**
- ☐ **Service Management Software**
- ☐ **FM Worksite**
- ☐ **Other/Special Provisions_____**
- ☐ **Honeywell Users Group**
- ☐ **Attune™ Advisory Services - Energy Optimization**
- ☐ **Attune™ Advisory Services – Lobby Digital Signage**
- ☐ **Outcome Based Service—Dynamic Automation**

Contract Term: **Three (3) years** from the Effective Date. Customer___ Honeywell___ (INITIALS)

Contract Effective Date: **July 1, 2018**

Price for Year 1: **Ninety Thousand Twenty-Seven and 84/100 dollars, ($90,027.84),** (plus applicable taxes).

	$ 90,027.84
NMGRT (7.25%):	$ 6,527.02
Total Before CES Fee:	$ 96,554.86
CES Admin. Fee (1%):	$ 965.55
Total with NMGRT & CES Fee	**$ 97,520.41**

Payment Terms: Monthly in arrears. Payment will be made 45 days after billing per the CES-Honeywell master agreement 2014-016 962-101.

☒ Sales Tax will be invoiced separately

Price Escalations: Expenses associated with maintenance and repairs costs, the Service Price Index (SPI), Consumer Price Index (CPI) and other local service factors have had a direct impact on the cost of providing high quality maintenance services to our customers. In accordance with this contract, Honeywell will be adjusting your annual contract price to account for these changes.

Maintenance program service costs may also be adjusted if scope of work changes or if type of coverage changes. Contract term is one year with option to renew annually for an additional three years from the effective date.

Cooperative Educational Services and *County* are included as additional insured for General Liability policy, Automobile Liability policy and Workers' Compensation Liability policy.

Renewal: The Contract Term will automatically be renewed for consecutive terms of one year unless terminated by either party by the delivery of written notice to the other at least sixty (60) days prior to the end of such term, or unless terminated as provided herein.

Submitted by HBS: (signature) Lori Bruedigam

Name: Lori Bruedigam

Title: Account Manager

Date: April 4, 2018 **This proposal is valid for 30 days.**

Acceptance: This proposal and the pages attached shall become an Agreement in accordance with Article 13 below and only upon signature below by an authorized representative of HONEYWELL and OWNER.

Accepted by: **HONEYWELL INTERNATIONAL INC., through its Honeywell Building Technologies business unit**	**OWNER**
Signature: **By:**_____	**Signature:** **By:**_____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Preferred Mechanical Maintenance Services

1.1 Scope - HONEYWELL will maintain the mechanical systems, components, and hardware listed below:

List of Covered Equipment:

Quantity	Description	Model Number	Location
42	RTUs	NA	Detention Center
54	Exhaust Fans	NA	Detention Center
1	Domestic Hot Water Boiler	NA	Detention Center

1.2 Preventive Maintenance - Each preventive maintenance call will be scheduled by a computer-generated service report detailing the tasks to perform, the skill levels required, and the special tools and instrumentation required to maintain the systems. Maintenance intervals will be determined by either equipment run time or a frequency determined from consideration of equipment operation, application, location, or criticality of end use. Upon completion of each service call, a summary of the preventive maintenance tasks completed will be provided to CUSTOMER.

1.3 Component Replacements - HONEYWELL will maintain CUSTOMER'S presently installed system within the functional limitations of presently installed hardware, firmware, and software found on CUSTOMER'S system(s).

HONEYWELL will repair or replace serviceable components and parts found on the List of Covered Equipment that have been found to be defective or have failed. Replaced components will be new or reconditioned components of compatible design as required to maintain CUSTOMER'S system. At HONEYWELL'S sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property HONEYWELL. Automatic valve and damper maintenance and repair are included in this Agreement. The labor required for their removal and installation is not included.

Notwithstanding the foregoing, at initial inspection, at initial seasonal start-up, or following twelve (12) months of service, if any individual component cannot, in the sole or exclusive opinion of HONEYWELL, be properly repaired, due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear or deterioration, HONEYWELL may remove said component from the List of Covered Equipment, with sixty (60) days written notice. Non-maintainable components will be eliminated from coverage under this Agreement and HONEYWELL shall adjust the price accordingly.

1.4 Emergency Service - Activities performed under this Agreement are designed to minimize the incidence of emergency situations. However, should an emergency arise, HONEYWELL personnel will assess the situation either by phone or remote diagnostics, or both, and will determine the required course of action with CUSTOMER. If it is determined that a site visit is required, HONEYWELL personnel will arrive at CUSTOMER site within 4 hours. If the resolution of the emergency service call requires HONEYWELL to provide service for equipment that is not listed in Article 1.1 above, CUSTOMER will be liable for charges prevailing for such service.

Emergency Service will be provided during the following periods during the term of this Agreement (check box for desired level of emergency service coverage):

☑ **Continuous Emergency Service:**
24 hours per day, seven days per week, federal holidays included

☐ **Extended Hours Emergency Service:**
12 hours per day, five days per week, federal holidays excluded.
Specified hours: 6:00 a.m. - 6:00 p.m., Monday through Friday.

☐ **Regular Business Hours Emergency Service:**
8.5 hours per day, five days per week, federal holidays excluded.
Specified hours: 8:00 a.m. - 4:30 p.m., Monday through Friday.

1.5 Performance Review - A review of the Services provided within this Agreement will be performed by HONEYWELL on an annual basis at CUSTOMER'S request. HONEYWELL and CUSTOMER will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment.

1.6 Honeywell ServicePortal – HONEYWELL will provide customer access to an Internet-based application that will allow the CUSTOMER to securely submit non-emergency service requests online; view status of all service calls, whether scheduled, open or closed; view appointments and task detail of work performed on contracted service calls; and view contract and equipment coverage details (12 month history and includes only service performed per the HONEYWELL contract). Functionality enhancements or deletions are at the discretion of HONEYWELL.

Air Filter Services

1.1 Scope - HONEYWELL will furnish and install air filters appropriate for the design condition of CUSTOMER'S ventilation systems. Media for the fan system units listed in this section will be replaced according to the following schedule:

List of Covered Equipment:

Fan System Unit	Quantity	Size	Type	Changes per year (1,2,4,6, or 12)
All systems for equipment listed under "List of covered equipment"	**Various**	**Various**	**Various**	**4**

1.2 Coverage - It is understood that the air filter media replacement services apply only to the fan system units listed in Article 1.1 above. If this Agreement is terminated, HONEYWELL will remove any HONEYWELL-supplied frames from the facility, or offer CUSTOMER the opportunity to purchase them at the current market value.

1.3 Frequency of Air Filter Media Replacement - Should filter loading experience indicate a need to adjust the frequency of media changes for the fan systems listed in Article 1.1 above, the frequency will be changed, and the Agreement amended to reflect the new media change frequency. The Agreement price will be adjusted to account for the revised media change frequency.

1.4 Performance Review - A review of the Services provided within this Agreement will be performed by HONEYWELL on an annual basis at CUSTOMER'S request. HONEYWELL and CUSTOMER will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment.

Preferred Automation Maintenance Services

1.1 Scope - HONEYWELL will maintain building automation system hardware and software found in the List of Covered Equipment and Software below.

List of Covered Equipment:

Quantity	Description	Model Number	Location
1	Automated Logic	NA	Detention Center

1.2 Coverage - Unless noted by exception, maintenance intervals will be determined by equipment, application, location and HONEYWELL'S computer data bank of maintenance experience and manufacturer's specifications, according to HONEYWELL'S best judgment.

After each service call is completed, details from the service report will be provided to CUSTOMER.

HONEYWELL will review current data and applications and will verify correct operation of connected HVAC equipment.

1.3 Hardware Support - HONEYWELL will perform scheduled maintenance services on the Equipment covered under this Agreement as detailed on the List of Covered Equipment.

HONEYWELL will repair or replace serviceable components and parts found on the List of Covered Equipment and Software, which have been found to be defective or have failed. Replaced components will be new or reconditioned components of compatible design as required to maintain CUSTOMER'S system. At HONEYWELL'S sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of HONEYWELL.

Notwithstanding the foregoing, at initial inspection or following twelve (12) months of service, or at initial seasonal start-up, if any individual component cannot, in the sole or exclusive opinion of HONEYWELL, be properly repaired, due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear or deterioration, HONEYWELL may remove said component from the List of Covered Equipment, with sixty (60) days written notice. Non-maintainable components will be eliminated from coverage under this Agreement and HONEYWELL shall adjust the price accordingly.

1.4 Software Support - HONEYWELL will maintain the present system within the functional limitations of presently installed hardware and/or software included in the List(s) of Covered Equipment and Software. This may include providing software patches, revisions and/or bug fixes to standard HONEYWELL software that may be periodically created by HONEYWELL to maintain present system operations. Third-party applications and/or software including, but not limited to, operating system(s), web browsers, local area network (LAN) and computerized maintenance management systems and any labor, software and/or hardware required to maintain the present applications and/or implement functional enhancements, will be CUSTOMER'S sole responsibility.

CUSTOMER shall be solely responsible for and agrees to purchase any and all hardware, firmware, and/or software that may hereafter be required to improve performance of the software installed on CUSTOMER'S system. HONEYWELL shall not be responsible to provide any improvements, functional, operational or otherwise. Third party software that adds, enhances or improves functional performance of CUSTOMER'S system are excluded under this Agreement and will be provided when and if available and at CUSTOMER'S expense.

Upon request, HONEYWELL will provide documentation to operate all HONEYWELL licensed software. Upon termination of this Agreement, all documentation, including software, will become operational property and responsibility of CUSTOMER, provided that CUSTOMER abides by the terms of the License Agreement for Software Products.

1.5 Emergency Service - Activities performed under this Agreement are designed to minimize the incidence of emergency situations. However, should an emergency arise, HONEYWELL personnel will assess the situation either by phone or remote diagnostics, or both, and will determine the required course of action with CUSTOMER. If it is determined that a site visit is required, HONEYWELL personnel will arrive at CUSTOMER'S site within 4 hours. If the resolution of the emergency service call requires HONEYWELL to provide service for equipment, software or any components thereof that are not listed on the List of Covered Equipment and Software, CUSTOMER will be liable for charges then prevailing for such service.

Emergency Service will be provided during the following periods during the term of this Agreement (check box for desired level of emergency service coverage):

☑ **Continuous Emergency Service:**
24 hours per day, seven days per week, federal holidays included

☐ **Extended Hours Emergency Service:**
12 hours per day, five days per week, federal holidays excluded.
Specified hours: 6:00 a.m. - 6:00 p.m., Monday through Friday.

☐ **Regular Business Hours Emergency Service:**
8.5 hours per day, five days per week, federal holidays excluded.
Specified hours: 8:00 a.m. - 4:30 p.m., Monday through Friday.

☐**1.6 Operator Training Support -** To provide for the proper ongoing operation and improving application of the building management system by CUSTOMER personnel, HONEYWELL personnel will conduct NA hours of on-site training dedicated to operating and/or programming issues mutually pre-determined by CUSTOMER and HONEYWELL.

Tuition for NA person(s) to attend NA scheduled training session(s) on system operation and programming at HONEYWELL'S Building Solutions Training Center has been included hereunder. Cost of travel and/or accommodations is not included and shall be CUSTOMER'S sole responsibility.

1.7 Performance Review - A review of the Services provided within this Agreement will be performed by HONEYWELL on an annual basis at CUSTOMER'S request. HONEYWELL and CUSTOMER will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment.

1.8 Honeywell ServicePortal – HONEYWELL will provide customer access to an Internet-based application that will allow the CUSTOMER to securely submit non-emergency service requests online; view status of all service calls, whether scheduled, open or closed; view appointments and task detail of work performed on contracted service calls; and view contract and equipment coverage details (12 month history and includes only service performed per the HONEYWELL contract). Functionality enhancements or deletions are at the discretion of HONEYWELL.

Honeywell Building Solutions

SERVICE AGREEMENT

Date: **April 4, 2018** Proposal Number: F6159-0000002 Agreement Number: **40179057**

(HONEYWELL)
Honeywell Building Solutions
3509 Durazno
El Paso, Texas 79905

(CUSTOMER)
Customer's Name
4216 Balloon Park Road, NE
Albuquerque, NM 87109
Contact Person: Lori O'Rourke
Email: lori@ces.org
Office: 505-344-5740
Fax: 505-344-9343

(Owner)
Lea County
100 North Main Avenue
Lovington, New Mexico 88260

Location: Lea County Events Center

Work Site Location Address:

Work Site Name	*Street Address*	*City*	*St*	*Zip*
Lea County Events Center	5101 N. Lovington Hwy	Hobbs	NM	

Revised General Provisions for CES and Honeywell Contract 2014-016 962-101 are included by reference. This represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. If any conflict arises between the Contract and the Honeywell Building Systems Agreement, the Contract shall prevail and take precedence, and be the controlling document.

Scope of Work: HONEYWELL INTERNATIONAL INC., through its Honeywell Building Solutions business unit (sometimes referred to as "HBS", "Honeywell" or "Honeywell Building Solutions"), shall provide the following equipment and services ("the Work") in accordance with the attached work scope documents and terms and conditions, which form a part of this Agreement.

- ☒ **Preferred Temperature Control Services**
- ☐ **Flex Temperature Control Services**
- ☒ **Preferred Automation Maintenance Services**
- ☐ **Flex Automation Services**
- ☐ **Preferred Fire Alarm Maintenance Services**
- ☐ **Fire Alarm Test and Inspect Services**
- ☐ **Preferred Security System Inspect Services**
- ☐ **Flex Security System Services**
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- ☐ **ServiceNet™ Remote Monitoring and Control Services**
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- ☐ **Outcome Based Service—Assurance Automation**
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- ☐ **Indoor Air Quality Auditing Services**
- ☐ **Service Management Software**
- ☐ **FM Worksite**
- ☐ **Other/Special Provisions**_____
- ☐ **Honeywell Users Group**
- ☐ **Attune™ Advisory Services - Energy Optimization**
- ☐ **Attune™ Advisory Services – Lobby Digital Signage**
- ☐ **Outcome Based Service—Dynamic Automation**

Contract Term: **Three (3) years** from the Effective Date. Customer___ Honeywell___ (INITIALS)

Contract Effective Date: **July 1, 2018**

Price for Year 1: **Ninety-Eight Thousand Six Hundred Sixty-Nine and 40/100 dollars, ($98,669.40),** (plus applicable taxes).

	$ 98,669.40
NMGRT (6.8125%):	$ 6,721.85
Total Before CES Fee:	$105,391.25
CES Admin. Fee (1%):	$ 1,053.91
Total with NMGRT & CES Fee	**$106,445.16**

Payment Terms: Monthly in arrears. Payment will be made 45 days after billing per the CES-Honeywell master agreement 2014-016 962-101.

☒ Sales Tax will be invoiced separately

Price Escalations: Expenses associated with maintenance and repairs costs, the Service Price Index (SPI), Consumer Price Index (CPI) and other local service factors have had a direct impact on the cost of providing high quality maintenance services to our customers. In accordance with this contract, Honeywell will be adjusting your annual contract price to account for these changes.

Maintenance program service costs may also be adjusted if scope of work changes or if type of coverage changes. Contract term is one year with option to renew annually for an additional three years from the effective date.

Cooperative Educational Services and *County* are included as additional insured for General Liability policy, Automobile Liability policy and Workers' Compensation Liability policy.

Renewal: The Contract Term will automatically be renewed for consecutive terms of one year unless terminated by either party by the delivery of written notice to the other at least sixty (60) days prior to the end of such term, or unless terminated as provided herein.

Submitted by HBS: (signature) Lori Bruedigam

Name: Lori Bruedigam

Title: Account Manager

Date: April 4, 2018 **This proposal is valid for 30 days.**

Acceptance: This proposal and the pages attached shall become an Agreement in accordance with Article 13 below and only upon signature below by an authorized representative of HONEYWELL and OWNER.

Accepted by:

HONEYWELL INTERNATIONAL INC., through its Honeywell Building Technologies business unit	**OWNER**
Signature: **By:**_____	**Signature:** **By:**_____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Preferred Mechanical Maintenance Services

1.1 Scope - HONEYWELL will maintain the mechanical systems, components, and hardware listed below:

List of Covered Equipment:

Quantity	Description	Model Number	Location
6	Roof Top Units	NA	Lea County Event Center
1	Cooling Tower	NA	Lea County Event Center
2	Chiller	NA	Lea County Event Center
2	Boilers	NA	Lea County Event Center
9	Pumps	NA	Lea County Event Center
1	Make-up air unit	NA	Lea County Event Center
14	Fan coil	NA	Lea County Event Center
2	Condensing Units	NA	Lea County Event Center
18	Exhaust Fans	NA	Lea County Event Center
4	AHU	NA	Lea County Event Center
1	Water Heater	NA	Lea County Event Center
6	Unit Heaters	NA	Lea County Event Center

1.2 Preventive Maintenance - Each preventive maintenance call will be scheduled by a computer-generated service report detailing the tasks to perform, the skill levels required, and the special tools and instrumentation required to maintain the systems. Maintenance intervals will be determined by either equipment run time or a frequency determined from consideration of equipment operation, application, location, or criticality of end use. Upon completion of each service call, a summary of the preventive maintenance tasks completed will be provided to CUSTOMER.

1.3 Component Replacements - HONEYWELL will maintain CUSTOMER'S presently installed system within the functional limitations of presently installed hardware, firmware, and software found on CUSTOMER'S system(s).

HONEYWELL will repair or replace serviceable components and parts found on the List of Covered Equipment that have been found to be defective or have failed. Replaced components will be new or reconditioned components of compatible design as required to maintain CUSTOMER'S system. At HONEYWELL'S sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property HONEYWELL. Automatic valve and damper maintenance and repair are included in this Agreement. The labor required for their removal and installation is not included.

Notwithstanding the foregoing, at initial inspection, at initial seasonal start-up, or following twelve (12) months of service, if any individual component cannot, in the sole or exclusive opinion of HONEYWELL, be properly repaired, due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear or deterioration, HONEYWELL may remove said component from the List of Covered Equipment, with sixty (60) days written notice. Non-maintainable components will be eliminated from coverage under this Agreement and HONEYWELL shall adjust the price accordingly.

1.4 Emergency Service - Activities performed under this Agreement are designed to minimize the incidence of emergency situations. However, should an emergency arise, HONEYWELL personnel will assess the situation either by phone or remote diagnostics, or both, and will determine the required course of action with CUSTOMER. If it is determined that a site visit is required, HONEYWELL personnel will arrive at CUSTOMER site within 4 hours. If the resolution of the emergency service call requires HONEYWELL to provide service for equipment that is not listed in Article 1.1 above, CUSTOMER will be liable for charges prevailing for such service.

Emergency Service will be provided during the following periods during the term of this Agreement (check box for desired level of emergency service coverage):

☑ **Continuous Emergency Service:**
24 hours per day, seven days per week, federal holidays included

☐ **Extended Hours Emergency Service:**
12 hours per day, five days per week, federal holidays excluded.
Specified hours: 6:00 a.m. - 6:00 p.m., Monday through Friday.

☐ **Regular Business Hours Emergency Service:**
8.5 hours per day, five days per week, federal holidays excluded.
Specified hours: 8:00 a.m. - 4:30 p.m., Monday through Friday.

1.5 Performance Review - A review of the Services provided within this Agreement will be performed by HONEYWELL on an annual basis at CUSTOMER'S request. HONEYWELL and CUSTOMER will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment.

1.6 Honeywell ServicePortal – HONEYWELL will provide customer access to an Internet-based application that will allow the CUSTOMER to securely submit non-emergency service requests online; view status of all service calls, whether scheduled, open or closed; view appointments and task detail of work performed on contracted service calls; and view contract and equipment coverage details (12 month history and includes only service performed per the HONEYWELL contract). Functionality enhancements or deletions are at the discretion of HONEYWELL.

Air Filter Services

1.1 Scope - HONEYWELL will furnish and install air filters appropriate for the design condition of CUSTOMER'S ventilation systems. Media for the fan system units listed in this section will be replaced according to the following schedule:

List of Covered Equipment:

Fan System Unit	Quantity	Size	Type	Changes per year (1,2,4,6, or 12)
All systems for equipment listed under "List of covered equipment"	**Various**	**Various**	**Various**	**4**

1.2 Coverage - It is understood that the air filter media replacement services apply only to the fan system units listed in Article 1.1 above. If this Agreement is terminated, HONEYWELL will remove any HONEYWELL-supplied frames from the facility, or offer CUSTOMER the opportunity to purchase them at the current market value.

1.3 Frequency of Air Filter Media Replacement - Should filter loading experience indicate a need to adjust the frequency of media changes for the fan systems listed in Article 1.1 above, the frequency will be changed, and the Agreement amended to reflect the new media change frequency. The Agreement price will be adjusted to account for the revised media change frequency.

1.4 Performance Review - A review of the Services provided within this Agreement will be performed by HONEYWELL on an annual basis at CUSTOMER'S request. HONEYWELL and CUSTOMER will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment.

Preferred Automation Maintenance Services

1.1 Scope - HONEYWELL will maintain building automation system hardware and software found in the List of Covered Equipment and Software below.

List of Covered Equipment:

Quantity	Description	Model Number	Location
1	JCI Metasys	NA	Event Center

1.2 Coverage - Unless noted by exception, maintenance intervals will be determined by equipment, application, location and HONEYWELL'S computer data bank of maintenance experience and manufacturer's specifications, according to HONEYWELL'S best judgment.

After each service call is completed, details from the service report will be provided to CUSTOMER.

HONEYWELL will review current data and applications and will verify correct operation of connected HVAC equipment.

1.3 Hardware Support - HONEYWELL will perform scheduled maintenance services on the Equipment covered under this Agreement as detailed on the List of Covered Equipment.

HONEYWELL will repair or replace serviceable components and parts found on the List of Covered Equipment and Software, which have been found to be defective or have failed. Replaced components will be new or reconditioned components of compatible design as required to maintain CUSTOMER'S system. At HONEYWELL'S sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of HONEYWELL.

Notwithstanding the foregoing, at initial inspection or following twelve (12) months of service, or at initial seasonal start-up, if any individual component cannot, in the sole or exclusive opinion of HONEYWELL, be properly repaired, due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear or deterioration, HONEYWELL may remove said component from the List of Covered Equipment, with sixty (60) days written notice. Non-maintainable components will be eliminated from coverage under this Agreement and HONEYWELL shall adjust the price accordingly.

1.4 Software Support - HONEYWELL will maintain the present system within the functional limitations of presently installed hardware and/or software included in the List(s) of Covered Equipment and Software. This may include providing software patches, revisions and/or bug fixes to standard HONEYWELL software that may be periodically created by HONEYWELL to maintain present system operations. Third-party applications and/or software including, but not limited to, operating system(s), web browsers, local area network (LAN) and computerized maintenance management systems and any labor, software and/or hardware required to maintain the present applications and/or implement functional enhancements, will be CUSTOMER'S sole responsibility.

CUSTOMER shall be solely responsible for and agrees to purchase any and all hardware, firmware, and/or software that may hereafter be required to improve performance of the software installed on CUSTOMER'S system. HONEYWELL shall not be responsible to provide any improvements, functional, operational or otherwise. Third party software that adds, enhances or improves functional performance of CUSTOMER'S system are excluded under this Agreement and will be provided when and if available and at CUSTOMER'S expense.

Upon request, HONEYWELL will provide documentation to operate all HONEYWELL licensed software. Upon termination of this Agreement, all documentation, including software, will become operational property and responsibility of CUSTOMER, provided that CUSTOMER abides by the terms of the License Agreement for Software Products.

1.5 Emergency Service - Activities performed under this Agreement are designed to minimize the incidence of emergency situations. However, should an emergency arise, HONEYWELL personnel will assess the situation either by phone or remote diagnostics, or both, and will determine the required course of action with CUSTOMER. If it is determined that a site visit is required, HONEYWELL personnel will arrive at CUSTOMER'S site within 4 hours. If the resolution of the emergency service call requires HONEYWELL to provide service for equipment, software or any components thereof that are not listed on the List of Covered Equipment and Software, CUSTOMER will be liable for charges then prevailing for such service.

Emergency Service will be provided during the following periods during the term of this Agreement (check box for desired level of emergency service coverage):

☑ **Continuous Emergency Service:**
24 hours per day, seven days per week, federal holidays included

☐ **Extended Hours Emergency Service:**
12 hours per day, five days per week, federal holidays excluded.
Specified hours: 6:00 a.m. - 6:00 p.m., Monday through Friday.

☐ **Regular Business Hours Emergency Service:**
8.5 hours per day, five days per week, federal holidays excluded.
Specified hours: 8:00 a.m. - 4:30 p.m., Monday through Friday.

☐**1.6 Operator Training Support -** To provide for the proper ongoing operation and improving application of the building management system by CUSTOMER personnel, HONEYWELL personnel will conduct NA hours of on-site training dedicated to operating and/or programming issues mutually pre-determined by CUSTOMER and HONEYWELL.

Tuition for NA person(s) to attend NA scheduled training session(s) on system operation and programming at HONEYWELL'S Building Solutions Training Center has been included hereunder. Cost of travel and/or accommodations is not included and shall be CUSTOMER'S sole responsibility.

1.7 Performance Review - A review of the Services provided within this Agreement will be performed by HONEYWELL on an annual basis at CUSTOMER'S request. HONEYWELL and CUSTOMER will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment.

1.8 Honeywell ServicePortal – HONEYWELL will provide customer access to an Internet-based application that will allow the CUSTOMER to securely submit non-emergency service requests online; view status of all service calls, whether scheduled, open or closed; view appointments and task detail of work performed on contracted service calls; and view contract and equipment coverage details (12 month history and includes only service performed per the HONEYWELL contract). Functionality enhancements or deletions are at the discretion of HONEYWELL.

Water Treatment Services

1.1 Scope - HONEYWELL will provide a water treatment program for the following systems:

List of Covered Equipment:

Quantity	Description	Model Number	Location
2	Chiller	NA	Lea County Event Center
2	Boilers	NA	Lea County Event Center
1	Cooling Tower	NA	Lea County Event Center

1.2 Preventive Maintenance - A computer-scheduled treatment program for the control of scale, corrosion, and biological fouling will be provided. HONEYWELL will regularly examine, test, and adjust all covered water treatment devices, and will perform periodic water analysis. On systems requiring continuous water analysis, an electronic monitoring system will be installed and maintained. The electronic monitoring system will automate the water analysis process, and adjust chemical feed and bleed interval automatically.

1.3 Supplies and Materials - HONEYWELL will provide and maintain all monitoring equipment, and will supply biodegradable chemicals necessary to maintain proper water treatment. All monitoring and application equipment furnished by HONEYWELL will remain the property of HONEYWELL.

1.4 Emergency Service - Should an emergency related to the function of the Water Treatment Services arise, HONEYWELL personnel will assess the situation either by phone or remote diagnostics, or both, and will determine the required course of action with CUSTOMER. If it is determined that a site visit is required, HONEYWELL personnel will arrive at CUSTOMER site within 4 hours. If the resolution of the emergency service call requires HONEYWELL to provide service for equipment that are not listed in Article 1.1 above, CUSTOMER will be liable for charges prevailing for such service.

Honeywell Building Solutions

SERVICE AGREEMENT

Date: **April 4, 2018** Proposal Number: F6159-0000003 Agreement Number: **40179067**

(HONEYWELL)
Honeywell Building Solutions
3509 Durazno
El Paso, Texas 79905

(CUSTOMER)
Customer's Name
4216 Balloon Park Road, NE
Albuquerque, NM 87109
Contact Person: Lori O'Rourke
Email: lori@ces.org
Office: 505-344-5740
Fax: 505-344-9343

(Owner)
Lea County
100 North Main Avenue

Lovington, New Mexico 88260

Location: Lea County Public Safety Complex

Work Site Location Address:

Work Site Name	*Street Address*	*City*	*St*	*Zip*
Public Safety Complex	3720 W. College Lane	Hobbs	NM	

Revised General Provisions for CES and Honeywell Contract 2014-016 962-101 are included by reference. This represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. If any conflict arises between the Contract and the Honeywell Building Systems Agreement, the Contract shall prevail and take precedence, and be the controlling document.

Scope of Work: HONEYWELL INTERNATIONAL INC., through its Honeywell Building Solutions business unit (sometimes referred to as "HBS", "Honeywell" or "Honeywell Building Solutions"), shall provide the following equipment and services ("the Work") in accordance with the attached work scope documents and terms and conditions, which form a part of this Agreement.

- ☒ **Preferred Temperature Control Services**
- ☐ **Flex Temperature Control Services**
- ☐ **Preferred Automation Maintenance Services**
- ☐ **Flex Automation Services**
- ☐ **Preferred Fire Alarm Maintenance Services**
- ☐ **Fire Alarm Test and Inspect Services**
- ☐ **Preferred Security System Inspect Services**
- ☐ **Flex Security System Services**
- ☒ **Preferred Mechanical Maintenance Services**
- ☐ **Flex Mechanical Maintenance Services**
- ☐ **ServiceNet™ Remote Monitoring and Control Services**
- ☐ **EBI Services**
- ☐ **Online Services**
- ☐ **Advanced Support**
- ☐ **Attune™ Advisory Services - Operations**
- ☐ **Attune™ Advisory Services – Energy Awareness**
- ☐ **Outcome Based Service—Assurance Automation**
- ☐ **Outcome Based Service—Vision**
- ☐ **Site Services**
- ☐ **Honeywell Energy Analysis Reporting**
- ☒ **Air Filter Services**
- ☐ **Water Treatment Services**
- ☐ **Critical Parts Stocking**
- ☐ **Thermography Services**
- ☐ **Emergency Generator Services**
- ☐ **In Suite Services**
- ☐ **Remote Monitoring/Radionics**
- ☐ **Indoor Air Quality Auditing Services**
- ☐ **Service Management Software**
- ☐ **FM Worksite**
- ☐ **Other/Special Provisions_____**
- ☐ **Honeywell Users Group**
- ☐ **Attune™ Advisory Services - Energy Optimization**
- ☐ **Attune™ Advisory Services – Lobby Digital Signage**
- ☐ **Outcome Based Service—Dynamic Automation**

Contract Term: **Three (3) years** from the Effective Date. Customer___ Honeywell___ (INITIALS)

Contract Effective Date: **July 1, 2018**

Price for Year 1: **Twenty-Two Thousand Four Hundred Ninety-Seven and 21/100 dollars, ($22,497.21),** (plus applicable taxes).

	$ 22,497.21
NMGRT (6.8125%):	$ 1,532.62
Total Before CES Fee:	$ 24,029.83
CES Admin. Fee (1%):	$ 240.30
Total with NMGRT & CES Fee	**$ 24,270.13**

Payment Terms: Monthly in arrears. Payment will be made 45 days after billing per the CES-Honeywell master agreement 2014-016 962-101.

☒ Sales Tax will be invoiced separately

Price Escalations: Expenses associated with maintenance and repairs costs, the Service Price Index (SPI), Consumer Price Index (CPI) and other local service factors have had a direct impact on the cost of providing high quality maintenance services to our customers. In accordance with this contract, Honeywell will be adjusting your annual contract price to account for these changes.

Maintenance program service costs may also be adjusted if scope of work changes or if type of coverage changes. Contract term is one year with option to renew annually for an additional three years from the effective date.

Cooperative Educational Services and *County* are included as additional insured for General Liability policy, Automobile Liability policy and Workers' Compensation Liability policy.

Renewal: The Contract Term will automatically be renewed for consecutive terms of one year unless terminated by either party by the delivery of written notice to the other at least sixty (60) days prior to the end of such term, or unless terminated as provided herein.

Submitted by HBS: (signature) Lori Bruedigam

Name: Lori Bruedigam

Title: Account Manager

Date: April 4, 2018 **This proposal is valid for 30 days.**

Acceptance: This proposal and the pages attached shall become an Agreement in accordance with Article 13 below and only upon signature below by an authorized representative of HONEYWELL and OWNER.

Accepted by:

HONEYWELL INTERNATIONAL INC., through its Honeywell Building Technologies business unit	**OWNER**
Signature: **By:**_____	**Signature:** **By:**_____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Preferred Mechanical Maintenance Services

1.1 Scope - HONEYWELL will maintain the mechanical systems, components, and hardware listed below:

List of Covered Equipment:

Quantity	Description	Model Number	Location
2	Computer Room	NA	Public Safety Complex
11	FCU	NA	Public Safety Complex
2	Outdoor Unit	NA	Public Safety Complex
1	EFU	NA	Public Safety Complex
1	AHU	NA	Public Safety Complex
11	Condensers	NA	Public Safety Complex
2	Exhaust Fans	NA	Public Safety Complex
1	Package Unit	NA	Public Safety Complex
1	Gas Fired Unit Heater	NA	Public Safety Complex

1.2 Preventive Maintenance - Each preventive maintenance call will be scheduled by a computer-generated service report detailing the tasks to perform, the skill levels required, and the special tools and instrumentation required to maintain the systems. Maintenance intervals will be determined by either equipment run time or a frequency determined from consideration of equipment operation, application, location, or criticality of end use. Upon completion of each service call, a summary of the preventive maintenance tasks completed will be provided to CUSTOMER.

1.3 Component Replacements - HONEYWELL will maintain CUSTOMER'S presently installed system within the functional limitations of presently installed hardware, firmware, and software found on CUSTOMER'S system(s).

HONEYWELL will repair or replace serviceable components and parts found on the List of Covered Equipment that have been found to be defective or have failed. Replaced components will be new or reconditioned components of compatible design as required to maintain CUSTOMER'S system. At HONEYWELL'S sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property HONEYWELL. Automatic valve and damper maintenance and repair are included in this Agreement. The labor required for their removal and installation is not included.

Notwithstanding the foregoing, at initial inspection, at initial seasonal start-up, or following twelve (12) months of service, if any individual component cannot, in the sole or exclusive opinion of HONEYWELL, be properly repaired, due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear or deterioration, HONEYWELL may remove said component from the List of Covered Equipment, with sixty (60) days written notice. Non-maintainable components will be eliminated from coverage under this Agreement and HONEYWELL shall adjust the price accordingly.

1.4 Emergency Service - Activities performed under this Agreement are designed to minimize the incidence of emergency situations. However, should an emergency arise, HONEYWELL personnel will assess the situation either by phone or remote diagnostics, or both, and will determine the required course of action with CUSTOMER. If it is determined that a site visit is required, HONEYWELL personnel will arrive at CUSTOMER site within 4 hours. If the resolution of the emergency service call requires HONEYWELL to provide service for equipment that is not listed in Article 1.1 above, CUSTOMER will be liable for charges prevailing for such service.

Emergency Service will be provided during the following periods during the term of this Agreement (check box for desired level of emergency service coverage):

☑ **Continuous Emergency Service:**
24 hours per day, seven days per week, federal holidays included

☐ **Extended Hours Emergency Service:**
12 hours per day, five days per week, federal holidays excluded.
Specified hours: 6:00 a.m. - 6:00 p.m., Monday through Friday.

☐ **Regular Business Hours Emergency Service:**
8.5 hours per day, five days per week, federal holidays excluded.
Specified hours: 8:00 a.m. - 4:30 p.m., Monday through Friday.

1.5 Performance Review - A review of the Services provided within this Agreement will be performed by HONEYWELL on an annual basis at CUSTOMER'S request. HONEYWELL and CUSTOMER will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment.

1.6 Honeywell ServicePortal – HONEYWELL will provide customer access to an Internet-based application that will allow the CUSTOMER to securely submit non-emergency service requests online; view status of all service calls, whether scheduled, open or closed; view appointments and task detail of work performed on contracted service calls; and view contract and equipment coverage details (12 month history and includes only service performed per the HONEYWELL contract). Functionality enhancements or deletions are at the discretion of HONEYWELL.

Air Filter Services

1.1 Scope - HONEYWELL will furnish and install air filters appropriate for the design condition of CUSTOMER'S ventilation systems. Media for the fan system units listed in this section will be replaced according to the following schedule:

List of Covered Equipment:

Fan System Unit	Quantity	Size	Type	Changes per year (1,2,4,6, or 12)
All systems for equipment listed under "List of covered equipment"	**Various**	**Various**	**Various**	**4**

1.2 Coverage - It is understood that the air filter media replacement services apply only to the fan system units listed in Article 1.1 above. If this Agreement is terminated, HONEYWELL will remove any HONEYWELL-supplied frames from the facility, or offer CUSTOMER the opportunity to purchase them at the current market value.

1.3 Frequency of Air Filter Media Replacement - Should filter loading experience indicate a need to adjust the frequency of media changes for the fan systems listed in Article 1.1 above, the frequency will be changed, and the Agreement amended to reflect the new media change frequency. The Agreement price will be adjusted to account for the revised media change frequency.

1.4 Performance Review - A review of the Services provided within this Agreement will be performed by HONEYWELL on an annual basis at CUSTOMER'S request. HONEYWELL and CUSTOMER will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment.

Honeywell Building Solutions

SERVICE AGREEMENT

Date: **April 4, 2018** Proposal Number: F6159-0000004 Agreement Number: **40179208**

(HONEYWELL)
Honeywell Building Solutions
3509 Durazno
El Paso, Texas 79905

(CUSTOMER)
Customer's Name
4216 Balloon Park Road, NE
Albuquerque, NM 87109
Contact Person: Lori O'Rourke
Email: lori@ces.org
Office: 505-344-5740
Fax: 505-344-9343

(Owner)
Lea County
100 North Main Avenue
Lovington, New Mexico 88260

Locations: Lea County Hobbs Buildings

Work Site Location Address:

Work Site Name	*Street Address*	*City*	*St*	*Zip*
Dalton Tabor Building	1019 East Bender	Hobbs	NM	
Lea County Health Clinic	1923 N. Dal Paso	Hobbs	NM	
Lea County Fairgrounds	101 S. Commercial	Hobbs	NM	
Road Department	5915 N Lovington Hwy	Hobbs	NM	
Airport	6601 W Carlsbad Hwy	Hobbs	NM	

Revised General Provisions for CES and Honeywell Contract 2014-016 962-101 are included by reference. This represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. If any conflict arises between the Contract and the Honeywell Building Systems Agreement, the Contract shall prevail and take precedence, and be the controlling document.

Scope of Work: HONEYWELL INTERNATIONAL INC., through its Honeywell Building Solutions business unit (sometimes referred to as "HBS", "Honeywell" or "Honeywell Building Solutions"), shall provide the following equipment and services ("the Work") in accordance with the attached work scope documents and terms and conditions, which form a part of this Agreement.

- ☒ **Preferred Temperature Control Services**
- ☐ **Flex Temperature Control Services**
- ☐ **Preferred Automation Maintenance Services**
- ☐ **Flex Automation Services**
- ☐ **Preferred Fire Alarm Maintenance Services**
- ☐ **Fire Alarm Test and Inspect Services**
- ☐ **Preferred Security System Inspect Services**
- ☐ **Flex Security System Services**
- ☒ **Preferred Mechanical Maintenance Services**
- ☐ **Flex Mechanical Maintenance Services**
- ☐ **ServiceNet™ Remote Monitoring and Control Services**
- ☐ **EBI Services**
- ☐ **Online Services**
- ☐ **Site Services**
- ☐ **Honeywell Energy Analysis Reporting**
- ☒ **Air Filter Services**
- ☐ **Water Treatment Services**
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- ☐ **Thermography Services**
- ☐ **Emergency Generator Services**
- ☐ **In Suite Services**
- ☐ **Remote Monitoring/Radionics**
- ☐ **Indoor Air Quality Auditing Services**
- ☐ **Service Management Software**
- ☐ **FM Worksite**
- ☐ **Other/Special Provisions**_____

☐ **Advanced Support**
☐ **Attune™ Advisory Services - Operations**
☐ **Attune™ Advisory Services – Energy Awareness**
☐ **Outcome Based Service—Assurance Automation**
☐ **Outcome Based Service—Vision**
☐ **Honeywell Users Group**
☐ **Attune™ Advisory Services - Energy Optimization**
☐ **Attune™ Advisory Services – Lobby Digital Signage**
☐ **Outcome Based Service—Dynamic Automation**

Contract Term: **Three (3) years** from the Effective Date. Customer___ Honeywell___ (INITIALS)

Contract Effective Date: **July 1, 2018**

Price for Year 1: **Twenty Six Thousand Two Hundred Eight and 61/100 dollars, ($26,208.61),** (plus applicable taxes).

	$ 26,208.61
NMGRT (6.8125%):	$ 1,785.46
Total Before CES Fee:	$ 27,994.07
CES Admin. Fee (1%):	$ 279.94
Total with NMGRT & CES Fee	**$ 28,274.01**

Payment Terms: Monthly in arrears. Payment will be made 45 days after billing per the CES-Honeywell master agreement 2014-016 962-101.

☒ Sales Tax will be invoiced separately

Price Escalations: Expenses associated with maintenance and repairs costs, the Service Price Index (SPI), Consumer Price Index (CPI) and other local service factors have had a direct impact on the cost of providing high quality maintenance services to our customers. In accordance with this contract, Honeywell will be adjusting your annual contract price to account for these changes.

Maintenance program service costs may also be adjusted if scope of work changes or if type of coverage changes. Contract term is one year with option to renew annually for an additional three years from the effective date.

Cooperative Educational Services and *County* are included as additional insured for General Liability policy, Automobile Liability policy and Workers' Compensation Liability policy.

Renewal: The Contract Term will automatically be renewed for consecutive terms of one year unless terminated by either party by the delivery of written notice to the other at least sixty (60) days prior to the end of such term, or unless terminated as provided herein.

Submitted by HBS: (signature) Lori Bruedigam
Name: Lori Bruedigam
Title: Account Manager
Date: April 4, 2018 **This proposal is valid for 30 days.**

Acceptance: This proposal and the pages attached shall become an Agreement in accordance with Article 13 below and only upon signature below by an authorized representative of HONEYWELL and OWNER.

Accepted by:

HONEYWELL INTERNATIONAL INC., through its Honeywell Building Technologies business unit	**OWNER**
Signature: **By:**_____	**Signature:** **By:**_____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Preferred Mechanical Maintenance Services

1.1 Scope - HONEYWELL will maintain the mechanical systems, components, and hardware listed below:

List of Covered Equipment:

Quantity	Description	Model Number	Location
4	Roof Top Units	NA	Dalton-Tabor
4	Roof Top Units	NA	Health Clinic
18	Roof Top Units	NA	Fairgrounds
3	Roof Top Units	NA	Road Department
6	Roof Top Units	NA	Airport
1	Split System	NA	Airport
1	Mini Split System	NA	Airport

1.2 Preventive Maintenance - Each preventive maintenance call will be scheduled by a computer-generated service report detailing the tasks to perform, the skill levels required, and the special tools and instrumentation required to maintain the systems. Maintenance intervals will be determined by either equipment run time or a frequency determined from consideration of equipment operation, application, location, or criticality of end use. Upon completion of each service call, a summary of the preventive maintenance tasks completed will be provided to CUSTOMER.

1.3 Component Replacements - HONEYWELL will maintain CUSTOMER'S presently installed system within the functional limitations of presently installed hardware, firmware, and software found on CUSTOMER'S system(s).

HONEYWELL will repair or replace serviceable components and parts found on the List of Covered Equipment that have been found to be defective or have failed. Replaced components will be new or reconditioned components of compatible design as required to maintain CUSTOMER'S system. At HONEYWELL'S sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property HONEYWELL. Automatic valve and damper maintenance and repair are included in this Agreement. The labor required for their removal and installation is not included.

Notwithstanding the foregoing, at initial inspection, at initial seasonal start-up, or following twelve (12) months of service, if any individual component cannot, in the sole or exclusive opinion of HONEYWELL, be properly repaired, due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear or deterioration, HONEYWELL may remove said component from the List of Covered Equipment, with sixty (60) days written notice. Non-maintainable components will be eliminated from coverage under this Agreement and HONEYWELL shall adjust the price accordingly.

1.4 Emergency Service - Activities performed under this Agreement are designed to minimize the incidence of emergency situations. However, should an emergency arise, HONEYWELL personnel will assess the situation either by phone or remote diagnostics, or both, and will determine the required course of action with CUSTOMER. If it is determined that a site visit is required, HONEYWELL personnel will arrive at CUSTOMER site within 4 hours. If the resolution of the emergency service call requires HONEYWELL to provide service for equipment that is not listed in Article 1.1 above, CUSTOMER will be liable for charges prevailing for such service.

Emergency Service will be provided during the following periods during the term of this Agreement (check box for desired level of emergency service coverage):

☑ **Continuous Emergency Service:**
24 hours per day, seven days per week, federal holidays included

☐ **Extended Hours Emergency Service:**
12 hours per day, five days per week, federal holidays excluded.
Specified hours: 6:00 a.m. - 6:00 p.m., Monday through Friday.

☐ **Regular Business Hours Emergency Service:**
8.5 hours per day, five days per week, federal holidays excluded.
Specified hours: 8:00 a.m. - 4:30 p.m., Monday through Friday.

1.5 Performance Review - A review of the Services provided within this Agreement will be performed by HONEYWELL on an annual basis at CUSTOMER'S request. HONEYWELL and CUSTOMER will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment.

1.6 Honeywell ServicePortal – HONEYWELL will provide customer access to an Internet-based application that will allow the CUSTOMER to securely submit non-emergency service requests online; view status of all service calls, whether scheduled, open or closed; view appointments and task detail of work performed on contracted service calls; and view contract and equipment coverage details (12 month history and includes only service performed per the HONEYWELL contract). Functionality enhancements or deletions are at the discretion of HONEYWELL.

Air Filter Services

1.1 Scope - HONEYWELL will furnish and install air filters appropriate for the design condition of CUSTOMER'S ventilation systems. Media for the fan system units listed in this section will be replaced according to the following schedule:

List of Covered Equipment:

Fan System Unit	Quantity	Size	Type	Changes per year (1,2,4,6, or 12)
All systems for equipment listed under "List of covered equipment"	**Various**	**Various**	**Various**	**4**

1.2 Coverage - It is understood that the air filter media replacement services apply only to the fan system units listed in Article 1.1 above. If this Agreement is terminated, HONEYWELL will remove any HONEYWELL-supplied frames from the facility, or offer CUSTOMER the opportunity to purchase them at the current market value.

1.3 Frequency of Air Filter Media Replacement - Should filter loading experience indicate a need to adjust the frequency of media changes for the fan systems listed in Article 1.1 above, the frequency will be changed, and the Agreement amended to reflect the new media change frequency. The Agreement price will be adjusted to account for the revised media change frequency.

1.4 Performance Review - A review of the Services provided within this Agreement will be performed by HONEYWELL on an annual basis at CUSTOMER'S request. HONEYWELL and CUSTOMER will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment.

Honeywell Building Solutions

SERVICE AGREEMENT

Date: **May 17, 2018** Proposal Number: F6159-0000005 rev1 Agreement Number: **40179207**

(HONEYWELL)
Honeywell Building Solutions
3509 Durazno
El Paso, Texas 79905

(CUSTOMER)
Customer's Name
4216 Balloon Park Road, NE
Albuquerque, NM 87109
Contact Person: Lori O'Rourke
Email: lori@ces.org
Office: 505-344-5740
Fax: 505-344-9343

(Owner)
Lea County
100 North Main Avenue
Lovington, New Mexico 88260

Locations: Lea County Lovington Buildings

Work Site Location Address:

Work Site Name	*Street Address*	*City*	*St*	*Zip*
Lea County Courthouse	100 North Main Ave	Lovington	NM	88260
Health Department	302 N. 5th St	Lovington	NM	88260
Sheriff's Office	1417 S. Commercial St	Lovington	NM	88260

Revised General Provisions for CES and Honeywell Contract 2014-016 962-101 are included by reference. This represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. If any conflict arises between the Contract and the Honeywell Building Systems Agreement, the Contract shall prevail and take precedence, and be the controlling document.

Scope of Work: HONEYWELL INTERNATIONAL INC., through its Honeywell Building Solutions business unit (sometimes referred to as "HBS", "Honeywell" or "Honeywell Building Solutions"), shall provide the following equipment and services ("the Work") in accordance with the attached work scope documents and terms and conditions, which form a part of this Agreement.

- ☒ **Preferred Temperature Control Services**
- ☐ **Flex Temperature Control Services**
- ☒ **Preferred Automation Maintenance Services**
- ☐ **Flex Automation Services**
- ☐ **Preferred Fire Alarm Maintenance Services**
- ☐ **Fire Alarm Test and Inspect Services**
- ☐ **Preferred Security System Inspect Services**
- ☐ **Flex Security System Services**
- ☒ **Preferred Mechanical Maintenance Services**
- ☒ **Flex Mechanical Maintenance Services**
- ☐ **ServiceNet™ Remote Monitoring and Control Services**
- ☐ **EBI Services**
- ☐ **Online Services**
- ☐ **Advanced Support**
- ☐ **Attune™ Advisory Services - Operations**
- ☐ **Attune™ Advisory Services – Energy Awareness**
- ☐ **Outcome Based Service—Assurance Automation**
- ☐ **Outcome Based Service—Vision**
- ☐ **Site Services**
- ☐ **Honeywell Energy Analysis Reporting**
- ☒ **Air Filter Services**
- ☒ **Water Treatment Services**
- ☐ **Critical Parts Stocking**
- ☐ **Thermography Services**
- ☐ **Emergency Generator Services**
- ☐ **In Suite Services**
- ☐ **Remote Monitoring/Radionics**
- ☐ **Indoor Air Quality Auditing Services**
- ☐ **Service Management Software**
- ☐ **FM Worksite**
- ☐ **Other/Special Provisions**_____
- ☐ **Honeywell Users Group**
- ☐ **Attune™ Advisory Services - Energy Optimization**
- ☐ **Attune™ Advisory Services – Lobby Digital Signage**
- ☐ **Outcome Based Service—Dynamic Automation**

Contract Term: **Three (3) years** from the Effective Date. Customer___ Honeywell___
(INITIALS)

Contract Effective Date: **July 1, 2018**

Price for Year 1: **One Hundred Forty-Four Thousand Four Hundred Ten and 13/100 dollars, ($144,410.13), (plus applicable taxes).**

	$144,410.13
NMGRT (7.25%):	$ 10,469.73
Total Before CES Fee:	$154,879.86
CES Admin. Fee (1%):	$ 1,548.80
Total with NMGRT & CES Fee	**$156,428.66**

Payment Terms: Monthly in arrears. Payment will be made 45 days after billing per the CES-Honeywell master agreement 2014-016 962-101.

☒ Sales Tax will be invoiced separately

Price Escalations: Expenses associated with maintenance and repairs costs, the Service Price Index (SPI), Consumer Price Index (CPI) and other local service factors have had a direct impact on the cost of providing high quality maintenance services to our customers. In accordance with this contract, Honeywell will be adjusting your annual contract price to account for these changes.

Maintenance program service costs may also be adjusted if scope of work changes or if type of coverage changes. Contract term is one year with option to renew annually for an additional three years from the effective date.

Cooperative Educational Services and *County* are included as additional insured for General Liability policy, Automobile Liability policy and Workers' Compensation Liability policy.

Renewal: The Contract Term will automatically be renewed for consecutive terms of one year unless terminated by either party by the delivery of written notice to the other at least sixty (60) days prior to the end of such term, or unless terminated as provided herein.

Submitted by HBS: (signature) Lori Bruedigam

Name: Lori Bruedigam

Title: Account Manager

Date: May 17, 2018 **This proposal is valid for 30 days.**

Acceptance: This proposal and the pages attached shall become an Agreement in accordance with Article 13 below and only upon signature below by an authorized representative of HONEYWELL and OWNER.

Accepted by:

HONEYWELL INTERNATIONAL INC., through its Honeywell Building Technologies business unit		**OWNER**	
Signature:	**By:**_____	**Signature:**	**By:**_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Preferred Mechanical Maintenance Services

1.1 Scope - HONEYWELL will maintain the mechanical systems, components, and hardware listed below:

List of Covered Equipment:

Quantity	Description	Model Number	Location
2	Boilers	NA	Courthouse
9	Roof Top Units	NA	Courthouse
102	H & V Units	NA	Courthouse
6	Pumps	NA	Courthouse
2	Motor	NA	Courthouse
2	Split Systems	NA	Health Department
2	ERV	NA	Sheriff's Office
10	Outdoor Units	NA	Sheriff's Office
18	Exhaust Fans	NA	Sheriff's Office
52	AHU/ATU	NA	Sheriff's Office
7	Condensers	NA	Sheriff's Office

1.2 Preventive Maintenance - Each preventive maintenance call will be scheduled by a computer-generated service report detailing the tasks to perform, the skill levels required, and the special tools and instrumentation required to maintain the systems. Maintenance intervals will be determined by either equipment run time or a frequency determined from consideration of equipment operation, application, location, or criticality of end use. Upon completion of each service call, a summary of the preventive maintenance tasks completed will be provided to CUSTOMER.

1.3 Component Replacements - HONEYWELL will maintain CUSTOMER'S presently installed system within the functional limitations of presently installed hardware, firmware, and software found on CUSTOMER'S system(s).

HONEYWELL will repair or replace serviceable components and parts found on the List of Covered Equipment that have been found to be defective or have failed. Replaced components will be new or reconditioned components of compatible design as required to maintain CUSTOMER'S system. At HONEYWELL'S sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property HONEYWELL. Automatic valve and damper maintenance and repair are included in this Agreement. The labor required for their removal and installation is not included.

Notwithstanding the foregoing, at initial inspection, at initial seasonal start-up, or following twelve (12) months of service, if any individual component cannot, in the sole or exclusive opinion of HONEYWELL, be properly repaired, due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear or deterioration, HONEYWELL may remove said component from the List of Covered Equipment, with sixty (60) days written notice. Non-maintainable components will be eliminated from coverage under this Agreement and HONEYWELL shall adjust the price accordingly.

1.4 Emergency Service - Activities performed under this Agreement are designed to minimize the incidence of emergency situations. However, should an emergency arise, HONEYWELL personnel will assess the situation either by phone or remote diagnostics, or both, and will determine the required course of action with CUSTOMER. If it is determined that a site visit is required, HONEYWELL personnel will arrive at CUSTOMER site within 4 hours. If the resolution of the emergency service call requires HONEYWELL to provide service for equipment that is not listed in Article 1.1 above, CUSTOMER will be liable for charges prevailing for such service.

Emergency Service will be provided during the following periods during the term of this Agreement (check box for desired level of emergency service coverage):

☑ **Continuous Emergency Service:**
24 hours per day, seven days per week, federal holidays included

☐ **Extended Hours Emergency Service:**
12 hours per day, five days per week, federal holidays excluded.
Specified hours: 6:00 a.m. - 6:00 p.m., Monday through Friday.

☐ **Regular Business Hours Emergency Service:**
8.5 hours per day, five days per week, federal holidays excluded.
Specified hours: 8:00 a.m. - 4:30 p.m., Monday through Friday.

1.5 Performance Review - A review of the Services provided within this Agreement will be performed by HONEYWELL on an annual basis at CUSTOMER'S request. HONEYWELL and CUSTOMER will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment.

1.6 Honeywell ServicePortal – HONEYWELL will provide customer access to an Internet-based application that will allow the CUSTOMER to securely submit non-emergency service requests online; view status of all service calls, whether scheduled, open or closed; view appointments and task detail of work performed on contracted service calls; and view contract and equipment coverage details (12 month history and includes only service performed per the HONEYWELL contract). Functionality enhancements or deletions are at the discretion of HONEYWELL.

Flex Mechanical Maintenance Services

1.1 Scope - HONEYWELL will, maintain & inspect the mechanical systems, components, and Equipment listed below:

List of Covered Equipment:

Quantity	Description	Size	Location
1	New Chiller	150 Ton	Courthouse

1.2 Preventative Maintenance - Each preventative maintenance call will be:
☒ scheduled by a computer-generated service report detailing the tasks to perform, the skill levels required, and the special tools and instrumentation required to inspect the systems. Upon completion of each service call, a summary of the tasks completed will be provided to CUSTOMER. If repair requirements on covered Equipment are identified during the service call, a corrective action plan will be discussed with CUSTOMER.

☐ Customer Planned – Based on _____ inspections/hours per year.

1.3 Coverage - This Agreement includes all labor, travel, and living expenses to perform the inspection services and inspection maintenance described above for the Equipment. Usual mechanical maintenance materials, such as lubricants, contact cleaner, and cleanup materials are included in this Agreement. Unless otherwise stated, the costs of labor and travel for repair work, emergency service, and other materials such as air filters, refrigerant, water treatment chemicals, temperature controls, or other parts and materials required for Equipment repairs, are not included in this Agreement. If emergency service is required, CUSTOMER will receive a priority response and will be billed at a preferred maintenance labor rate. If necessary Equipment repairs are approved, CUSTOMER will be billed on a Time-and-Material (T&M) basis, with labor costs reflecting the preferred rate.

1.4 Performance Review - A review of the Services provided within this Agreement will be performed by HONEYWELL on an annual basis. HONEYWELL and CUSTOMER will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment.

1.5 Honeywell ServicePortal – HONEYWELL will provide customer access to an Internet-based application that will allow the CUSTOMER to securely submit non-emergency service requests online; view status of all service calls, whether scheduled, open or closed; view appointments and task detail of work performed on contracted service calls; and view contract and equipment coverage details (12 month history and includes only service performed per the HONEYWELL contract). Functionality enhancements or deletions are at the discretion of HONEYWELL.

Air Filter Services

1.1 Scope - HONEYWELL will furnish and install air filters appropriate for the design condition of CUSTOMER'S ventilation systems. Media for the fan system units listed in this section will be replaced according to the following schedule:

List of Covered Equipment:

Fan System Unit	Quantity	Size	Type	Changes per year (1,2,4,6, or 12)
All systems for equipment listed under "List of covered equipment"	**Various**	**Various**	**Various**	**4**

1.2 Coverage - It is understood that the air filter media replacement services apply only to the fan system units listed in Article 1.1 above. If this Agreement is terminated, HONEYWELL will remove any HONEYWELL-supplied frames from the facility, or offer CUSTOMER the opportunity to purchase them at the current market value.

1.3 Frequency of Air Filter Media Replacement - Should filter loading experience indicate a need to adjust the frequency of media changes for the fan systems listed in Article 1.1 above, the frequency will be changed, and the Agreement amended to reflect the new media change frequency. The Agreement price will be adjusted to account for the revised media change frequency.

1.4 Performance Review - A review of the Services provided within this Agreement will be performed by HONEYWELL on an annual basis at CUSTOMER'S request. HONEYWELL and CUSTOMER will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment.

Preferred Automation Maintenance Services

1.1 Scope - HONEYWELL will maintain building automation system hardware and software found in the List of Covered Equipment and Software below.

List of Covered Equipment:

Quantity	Description	Model Number	Location
1	CSI	NA	Courthouse
1	Allerton	NA	Sheriff's Office

1.2 Coverage - Unless noted by exception, maintenance intervals will be determined by equipment, application, location and HONEYWELL'S computer data bank of maintenance experience and manufacturer's specifications, according to HONEYWELL'S best judgment.

After each service call is completed, details from the service report will be provided to CUSTOMER.

HONEYWELL will review current data and applications and will verify correct operation of connected HVAC equipment.

1.3 Hardware Support - HONEYWELL will perform scheduled maintenance services on the Equipment covered under this Agreement as detailed on the List of Covered Equipment.

HONEYWELL will repair or replace serviceable components and parts found on the List of Covered Equipment and Software, which have been found to be defective or have failed. Replaced components will be new or reconditioned components of compatible design as required to maintain CUSTOMER'S system. At HONEYWELL'S sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of HONEYWELL.

Notwithstanding the foregoing, at initial inspection or following twelve (12) months of service, or at initial seasonal start-up, if any individual component cannot, in the sole or exclusive opinion of HONEYWELL, be properly repaired, due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear or deterioration, HONEYWELL may remove said component from the List of Covered Equipment, with sixty (60) days written notice. Non-maintainable components will be eliminated from coverage under this Agreement and HONEYWELL shall adjust the price accordingly.

1.4 Software Support - HONEYWELL will maintain the present system within the functional limitations of presently installed hardware and/or software included in the List(s) of Covered Equipment and Software. This may include providing software patches, revisions and/or bug fixes to standard HONEYWELL software that may be periodically created by HONEYWELL to maintain present system operations. Third-party applications and/or software including, but not limited to, operating system(s), web browsers, local area network (LAN) and computerized maintenance management systems and any labor, software and/or hardware required to maintain the present applications and/or implement functional enhancements, will be CUSTOMER'S sole responsibility.

CUSTOMER shall be solely responsible for and agrees to purchase any and all hardware, firmware, and/or software that may hereafter be required to improve performance of the software installed on CUSTOMER'S system. HONEYWELL shall not be responsible to provide any improvements, functional, operational or otherwise. Third party software that adds, enhances or improves functional performance of CUSTOMER'S system are excluded under this Agreement and will be provided when and if available and at CUSTOMER'S expense.

Upon request, HONEYWELL will provide documentation to operate all HONEYWELL licensed software. Upon termination of this Agreement, all documentation, including software, will become operational property and responsibility of CUSTOMER, provided that CUSTOMER abides by the terms of the License Agreement for Software Products.

1.5 Emergency Service - Activities performed under this Agreement are designed to minimize the incidence of emergency situations. However, should an emergency arise, HONEYWELL personnel will assess the situation either by phone or remote diagnostics, or both, and will determine the required course of action with CUSTOMER. If it is determined that a site visit is required, HONEYWELL personnel will arrive at CUSTOMER'S site within 4 hours. If the resolution of the emergency service call requires HONEYWELL to provide service for equipment, software or any components thereof that are not listed on the List of Covered Equipment and Software, CUSTOMER will be liable for charges then prevailing for such service.

Emergency Service will be provided during the following periods during the term of this Agreement (check box for desired level of emergency service coverage):

☑ **Continuous Emergency Service:**
24 hours per day, seven days per week, federal holidays included

☐ **Extended Hours Emergency Service:**
12 hours per day, five days per week, federal holidays excluded.
Specified hours: 6:00 a.m. - 6:00 p.m., Monday through Friday.

☐ **Regular Business Hours Emergency Service:**
8.5 hours per day, five days per week, federal holidays excluded.
Specified hours: 8:00 a.m. - 4:30 p.m., Monday through Friday.

☐**1.6 Operator Training Support -** To provide for the proper ongoing operation and improving application of the building management system by CUSTOMER personnel, HONEYWELL personnel will conduct NA hours of on-site training dedicated to operating and/or programming issues mutually pre-determined by CUSTOMER and HONEYWELL.

Tuition for NA person(s) to attend NA scheduled training session(s) on system operation and programming at HONEYWELL'S Building Solutions Training Center has been included hereunder. Cost of travel and/or accommodations is not included and shall be CUSTOMER'S sole responsibility.

1.7 Performance Review - A review of the Services provided within this Agreement will be performed by HONEYWELL on an annual basis at CUSTOMER'S request. HONEYWELL and CUSTOMER will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment.

1.8 Honeywell ServicePortal – HONEYWELL will provide customer access to an Internet-based application that will allow the CUSTOMER to securely submit non-emergency service requests online; view status of all service calls, whether scheduled, open or closed; view appointments and task detail of work performed on contracted service calls; and view contract and equipment coverage details (12 month history and includes only service performed per the HONEYWELL contract). Functionality enhancements or deletions are at the discretion of HONEYWELL.

Water Treatment Services

1.1 Scope - HONEYWELL will provide a water treatment program for the following systems:

List of Covered Equipment:

Quantity	Description	Model Number	Location
1	Chiller	NA	Courthouse
2	Boilers	NA	Courthouse

1.2 Preventive Maintenance - A computer-scheduled treatment program for the control of scale, corrosion, and biological fouling will be provided. HONEYWELL will regularly examine, test, and adjust all covered water treatment devices, and will perform periodic water analysis. On systems requiring continuous water analysis, an electronic monitoring system will be installed and maintained. The electronic monitoring system will automate the water analysis process, and adjust chemical feed and bleed interval automatically.

1.3 Supplies and Materials - HONEYWELL will provide and maintain all monitoring equipment, and will supply biodegradable chemicals necessary to maintain proper water treatment. All monitoring and application equipment furnished by HONEYWELL will remain the property of HONEYWELL.

1.4 Emergency Service - Should an emergency related to the function of the Water Treatment Services arise, HONEYWELL personnel will assess the situation either by phone or remote diagnostics, or both, and will determine the required course of action with CUSTOMER. If it is determined that a site visit is required, HONEYWELL personnel will arrive at CUSTOMER site within 4 hours. If the resolution of the emergency service call requires HONEYWELL to provide service for equipment that are not listed in Article 1.1 above, CUSTOMER will be liable for charges prevailing for such service.

Honeywell Building Solutions

SERVICE AGREEMENT

Date: **April 4, 2018** Proposal Number: F6159-0000006 Agreement Number: **40208522**

(HONEYWELL)
Honeywell Building Solutions
3509 Durazno
El Paso, Texas 79905

(CUSTOMER)
Customer's Name
4216 Balloon Park Road, NE
Albuquerque, NM 87109
Contact Person: Lori O'Rourke
Email: lori@ces.org
Office: 505-344-5740
Fax: 505-344-9343

(Owner)
Lea County
100 North Main Avenue
Lovington, New Mexico 88260

Locations: Lea County Community Centers

Work Site Location Address:

Work Site Name	*Street Address*	*City*	*St*	*Zip*
Caprock Community Center	99 Moore Road	Caprock	NM	
Maljamar Community Center	36 Maljamar Road	Maljamar	NM	
Monument Community Center	10620 W. NM Hwy 322	Monument	NM	
Knolls Community Center	425 East Pinson Rd	Knolls	NM	88242

Revised General Provisions for CES and Honeywell Contract 2014-016 962-101 are included by reference. This represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. If any conflict arises between the Contract and the Honeywell Building Systems Agreement, the Contract shall prevail and take precedence, and be the controlling document.

Scope of Work: HONEYWELL INTERNATIONAL INC., through its Honeywell Building Solutions business unit (sometimes referred to as "HBS", "Honeywell" or "Honeywell Building Solutions"), shall provide the following equipment and services ("the Work") in accordance with the attached work scope documents and terms and conditions, which form a part of this Agreement.

- ☒ **Preferred Temperature Control Services**
- ☐ **Flex Temperature Control Services**
- ☐ **Preferred Automation Maintenance Services**
- ☐ **Flex Automation Services**
- ☐ **Preferred Fire Alarm Maintenance Services**
- ☐ **Fire Alarm Test and Inspect Services**
- ☐ **Preferred Security System Inspect Services**
- ☐ **Flex Security System Services**
- ☒ **Preferred Mechanical Maintenance Services**
- ☐ **Flex Mechanical Maintenance Services**
- ☐ **ServiceNet™ Remote Monitoring and Control Services**
- ☐ **EBI Services**
- ☐ **Online Services**
- ☐ **Advanced Support**
- ☐ **Site Services**
- ☐ **Honeywell Energy Analysis Reporting**
- ☒ **Air Filter Services**
- ☐ **Water Treatment Services**
- ☐ **Critical Parts Stocking**
- ☐ **Thermography Services**
- ☐ **Emergency Generator Services**
- ☐ **In Suite Services**
- ☐ **Remote Monitoring/Radionics**
- ☐ **Indoor Air Quality Auditing Services**
- ☐ **Service Management Software**
- ☐ **FM Worksite**
- ☐ **Other/Special Provisions**_____
- ☐ **Honeywell Users Group**

☐ **Attune™ Advisory Services - Operations**
☐ **Attune™ Advisory Services – Energy Awareness**
☐ **Outcome Based Service—Assurance Automation**
☐ **Outcome Based Service—Vision**
☐ **Attune™ Advisory Services - Energy Optimization**
☐ **Attune™ Advisory Services – Lobby Digital Signage**
☐ **Outcome Based Service—Dynamic Automation**

Contract Term: **Three (3) years** from the Effective Date. Customer___ Honeywell___ (INITIALS)

Contract Effective Date: **July 1, 2018**

Price for Year 1: **Four Thousand Six Hundred Sixty-Four and 47/100 dollars, ($4,664.47),** (plus applicable taxes).

	$ 4,664.47
NMGRT (5.5%):	$ 256.55
Total Before CES Fee:	$ 4,921.02
CES Admin. Fee (1%):	$ 49.21
Total with NMGRT & CES Fee	**$ 4,970.23**

Payment Terms: Monthly in arrears. Payment will be made 45 days after billing per the CES-Honeywell master agreement 2014-016 962-101.

☒ Sales Tax will be invoiced separately

Price Escalations: Expenses associated with maintenance and repairs costs, the Service Price Index (SPI), Consumer Price Index (CPI) and other local service factors have had a direct impact on the cost of providing high quality maintenance services to our customers. In accordance with this contract, Honeywell will be adjusting your annual contract price to account for these changes.

Maintenance program service costs may also be adjusted if scope of work changes or if type of coverage changes. Contract term is one year with option to renew annually for an additional three years from the effective date.

Cooperative Educational Services and *County* are included as additional insured for General Liability policy, Automobile Liability policy and Workers' Compensation Liability policy.

Renewal: The Contract Term will automatically be renewed for consecutive terms of one year unless terminated by either party by the delivery of written notice to the other at least sixty (60) days prior to the end of such term, or unless terminated as provided herein.

Submitted by HBS: (signature) Lori Bruedigam

Name: Lori Bruedigam
Title: Account Manager
Date: April 4, 2018 **This proposal is valid for 30 days.**

Acceptance: This proposal and the pages attached shall become an Agreement in accordance with Article 13 below and only upon signature below by an authorized representative of HONEYWELL and OWNER.

Accepted by:

HONEYWELL INTERNATIONAL INC., through its Honeywell Building Technologies business unit		**OWNER**	
Signature:	**By:**_____	**Signature:**	**By:**_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Preferred Mechanical Maintenance Services

1.1 Scope - HONEYWELL will maintain the mechanical systems, components, and hardware listed below:

List of Covered Equipment:

Quantity	Description	Model Number	Location
4	Roof Top Units	NA	Caprock, Maljamar, Monument, Knolls

1.2 Preventive Maintenance - Each preventive maintenance call will be scheduled by a computer-generated service report detailing the tasks to perform, the skill levels required, and the special tools and instrumentation required to maintain the systems. Maintenance intervals will be determined by either equipment run time or a frequency determined from consideration of equipment operation, application, location, or criticality of end use. Upon completion of each service call, a summary of the preventive maintenance tasks completed will be provided to CUSTOMER.

1.3 Component Replacements - HONEYWELL will maintain CUSTOMER'S presently installed system within the functional limitations of presently installed hardware, firmware, and software found on CUSTOMER'S system(s).

HONEYWELL will repair or replace serviceable components and parts found on the List of Covered Equipment that have been found to be defective or have failed. Replaced components will be new or reconditioned components of compatible design as required to maintain CUSTOMER'S system. At HONEYWELL'S sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property HONEYWELL. Automatic valve and damper maintenance and repair are included in this Agreement. The labor required for their removal and installation is not included.

Notwithstanding the foregoing, at initial inspection, at initial seasonal start-up, or following twelve (12) months of service, if any individual component cannot, in the sole or exclusive opinion of HONEYWELL, be properly repaired, due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear or deterioration, HONEYWELL may remove said component from the List of Covered Equipment, with sixty (60) days written notice. Non-maintainable components will be eliminated from coverage under this Agreement and HONEYWELL shall adjust the price accordingly.

1.4 Emergency Service - Activities performed under this Agreement are designed to minimize the incidence of emergency situations. However, should an emergency arise, HONEYWELL personnel will assess the situation either by phone or remote diagnostics, or both, and will determine the required course of action with CUSTOMER. If it is determined that a site visit is required, HONEYWELL personnel will arrive at CUSTOMER site within 4 hours. If the resolution of the emergency service call requires HONEYWELL to provide service for equipment that is not listed in Article 1.1 above, CUSTOMER will be liable for charges prevailing for such service.

Emergency Service will be provided during the following periods during the term of this Agreement (check box for desired level of emergency service coverage):

☑ **Continuous Emergency Service:**
24 hours per day, seven days per week, federal holidays included

☐ **Extended Hours Emergency Service:**
12 hours per day, five days per week, federal holidays excluded.
Specified hours: 6:00 a.m. - 6:00 p.m., Monday through Friday.

☐ **Regular Business Hours Emergency Service:**
8.5 hours per day, five days per week, federal holidays excluded.
Specified hours: 8:00 a.m. - 4:30 p.m., Monday through Friday.

1.5 Performance Review - A review of the Services provided within this Agreement will be performed by HONEYWELL on an annual basis at CUSTOMER'S request. HONEYWELL and CUSTOMER will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment.

1.6 Honeywell ServicePortal – HONEYWELL will provide customer access to an Internet-based application that will allow the CUSTOMER to securely submit non-emergency service requests online; view status of all service calls, whether scheduled, open or closed; view appointments and task detail of work performed on contracted service calls; and view contract and equipment coverage details (12 month history and includes only service performed per the HONEYWELL contract). Functionality enhancements or deletions are at the discretion of HONEYWELL.

Air Filter Services

1.1 Scope - HONEYWELL will furnish and install air filters appropriate for the design condition of CUSTOMER'S ventilation systems. Media for the fan system units listed in this section will be replaced according to the following schedule:

List of Covered Equipment:

Fan System Unit	Quantity	Size	Type	Changes per year (1,2,4,6, or 12)
All systems for equipment listed under "List of covered equipment"	**Various**	**Various**	**Various**	**4**

1.2 Coverage - It is understood that the air filter media replacement services apply only to the fan system units listed in Article 1.1 above. If this Agreement is terminated, HONEYWELL will remove any HONEYWELL-supplied frames from the facility, or offer CUSTOMER the opportunity to purchase them at the current market value.

1.3 Frequency of Air Filter Media Replacement - Should filter loading experience indicate a need to adjust the frequency of media changes for the fan systems listed in Article 1.1 above, the frequency will be changed, and the Agreement amended to reflect the new media change frequency. The Agreement price will be adjusted to account for the revised media change frequency.

1.4 Performance Review - A review of the Services provided within this Agreement will be performed by HONEYWELL on an annual basis at CUSTOMER'S request. HONEYWELL and CUSTOMER will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment.

Consideration of Approval of Lea County Resolution No. 18-JUN-129R Approving the Award of Lea County Bid No. 10 2017 – 2018 Yucca Building Alterations – Lea County Fairgrounds to Lasco Construction Inc.

LEA COUNTY FAIR GROUNDS – YUCCA BULIDING ALTERATIONS
FOR
LEA COUNTY
County Bid Number: #10 – (17-18) Project Number: 18-600-002-00
Bid Date: May 17, 2018 at 2:00 pm

Contractor	Bid Bond (5%)	Base Bid (Does not includes N M Sales Tax on Materials)	Campaign Contribution Form (Required)	Acknowledge Addenda #1
Lasco Construction, Inc.	Yes	$214,244.00	Yes	Yes
Rhoads Company	Yes	$283,644.68	Yes	Yes

LEA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Friday, June 8, 2018

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: May 23, 2018

County Manager Approval (mgallagher@leacounty.net) required for all time sensitive issues that do not meet the above deadline.

DATE SUBMITTED mm-dd-yyyy:	SUBMITTED BY Name/Title/Dept:
05/23/2018	Erich L. Francke/ Facilities Director / Facilities
SUBJECT: Improvement to the office area at the Yucca Building at the Fairgrounds for relocation of the County Extension offices by Lasco Construction	**ATTACHMENT(S):** Bid tabulation and letter of recommendation from Architect
NO. OF ORIGINALS FOR SIGNATURE: 01 Resolution 01 Agreement 00 ***Select One**	**ACTION REQUESTED:** Action Item

STRATEGIC PLAN Implementation of 5 Year Strategic Plan:
Goal 3.3 infrastructure and facilities

SUMMARY:
The Yucca project will improve the office area, create separate entrances/exits for the staff and improve the kitchen/classroom area.

Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.:
Easel ☐ If checked; how many: Laptop ☑ Projector ☑ Other:

See Additional Summary Attached ☐

SUBMITTER'S RECOMMENDATION(S): Submitted 05/24/2018
Approve Lasco Construction's Bid for $214,244

Submitter's Signature
Department Director, Etc.
Erich L. Francke
Digitally signed by: Erich L. Francke DN: CN = Erich L. Francke email = efrancke@leacounty.net C = US O = Lea County OU = Facilities Date: 2018.05.24 12:38:10 -07'00'

FINANCE REVIEW Fiscal Impact/Cost: Sent to Legal 05/29/2018
Total project cost is $214,244. Funds are budgeted and available in 430-004586.

Reviewed by Finance Director
Henry C Low Jr
Digitally signed by Henry C Low Jr
Date: 2018.05.29 09:07:43 -06'00'

LEGAL REVIEW:
(Note: Travel does not need legal review)

Reviewed by County Attorney

COUNTY MANAGER REVIEW:

Approved by County Manager to be Placed on Agenda
Digitally signed by Sandrea J. Stout-Brito DN: cn=Sandrea J. Stout-Brito, o=Lea County Government, ou=Executive, email=sstout@leacounty.net, c=US Date: 2018.06.07 08:22:40 -06'00'

Item 0223 **RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN**

Approved: _____ Denied: _____ Other: _____
Resolution No. 18-JUN-129R Policy No. _____ Ordinance No. _____
Continued To: _____ Referred To: _____ Comments: _____

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 18-JUN-129R

A RESOLUTION APPROVING THE AWARD OF LEA COUNTY BID NO. 10 2017 – 2018 YUCCA BUILDING ALTERATIONS – LEA COUNTY FAIRGROUNDS TO LASCO CONSTRUCTION INC.

WHEREAS, Lea County currently provides for the Lea County Extension Agency at the courthouse; and

WHEREAS, a large portion of the county extension activities occur at the Lea County Fairgrounds; and

WHEREAS Lea County advertised for bids to complete the Yucca improvements and two bids were received.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County, that Lasco's bid of $214,244 for the renovation of the Yucca Building is hereby approved.

BE IT FURTHER RESOLVED that the Commission Chair may finalize and sign any agreements consistent with the terms of this resolution.

PASSED and APPROVED on this 8th day of June, 2018, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

_____	_____
Ron R. Black, Chair	Rebecca, Long, Vice Chair
Voted: Yes No Abstain	Voted: Yes No Abstain
_____	_____
Dean Jackson, Member	Jonathan Sena, Member
Voted: Yes No Abstain	Voted: Yes No Abstain
_____	
Richard Don Jones, Member	
Voted: Yes No Abstain	

ATTEST: Keith Manes
Lea County Clerk

By: _____
Kelli Williams, Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John W. Caldwell, County Attorney

May 17, 2018

LEA COUNTY FAIR GROUNDS – YUCCA BULIDING ALTERATIONS
FOR
LEA COUNTY
County Bid Number: #10 – (17-18) Project Number: 18-600-002-00
Bid Date: May 17, 2018 at 2:00 pm

Contractor	**Bid Bond** (5%)	**Base Bid** (Does not includes N M Sales Tax on Materials)	**Campaign Contribution Form** (Required)	**Acknowledge Addenda** #1
Lasco Construction, Inc.	Yes	$214,244.00	Yes	Yes
Rhoads Company	Yes	$283,644.68	Yes	Yes

WILSON &COMPANY
4900 Lang Ave NE
Albuquerque, NM 87109
505-348-4000 phone
505-348-4055 fax

May 21, 2018

Erich Francke, Facilities Director
Lea County
100 North Main Street
Lovington, NM 88260

SUBJECT: Lea County Fairgrounds - Yucca Building Interior Alterations
Bid #10 (17-18) Results

Dear Mr. Francke,

Bids were received for the above referenced Project at the Administrative Office of Lea County on May 17, 2018. Two bids were received and the results are shown on the attached Bid Tabulation.

The apparent Base Bid low bidder was Lasco Construction, Inc. with a cost of $203,075.00, *which does not include applicable tax*. The Architect's Statement of Probable Construction Cost for this Project was $191,863.21, *not including applicable tax*. The bid is approximately 5.5% greater than the Architect's estimate.

We reviewed the Department of Workforce Solutions Department web site and find that all subcontractors are registered. We recommend acceptance of the Lasco Construction, Inc. bid proposal.

Please do not hesitate to call if you have any questions.

Wilson & Company

Frank H. Mackay, Jr., NCARB
Senior Project Architect

Enclo: Bid Tabulation
Bid Opening Sign-in Sheet
List of Subcontractors

May 17, 2018

LEA COUNTY FAIR GROUNDS – YUCCA BULIDING ALTERATIONS
FOR
LEA COUNTY
County Bid Number: #10 – (17-18) Project Number: 18-600-002-00
Bid Date: May 17, 2018 at 2:00 pm

Contractor	**Bid Bond** (5%)	**Base Bid** (Does not includes N M Sales Tax on Materials)	**Campaign Contribution Form** (Required)	**Acknowledge Addenda** #1
Lasco Construction, Inc.	Yes	$214,244.00	Yes	Yes
Rhoads Company	Yes	$283,644.68	Yes	Yes

Lea County Fairgrounds - Yucca Building Alterations
Bid Opening Meeting - May 17, 2018, 2:00 PM
Sign-In Sheet

	Name	Representing	Phone	Email
1.	FRANK MACKAY	WILSON & Co.	(505) 348-4057	Frank.Mackay@wilsonco.com
2.	Erick Francke	Lea County		efrancke@leacounty.net
3.	Juli Earhart	Lasco Construction	575-393-9161	jearhart@lasco.biz
4.	Ben Thomas	Rhoads Co.	575-910-4338	bthomas@rhoadsco.com
5.	Kathy McLaughlin	LEA COUNTY	396-8521	
6.	Micha Caldwell	Lea County	396-8521	
7.				
8.				
9.				
10.				
11.				
12.				
13.				

LASCO CONSTRUCTION, INC.
PO BOX 877
HOBBS, NM 88241

LIST OF SUBCONTRACTORS

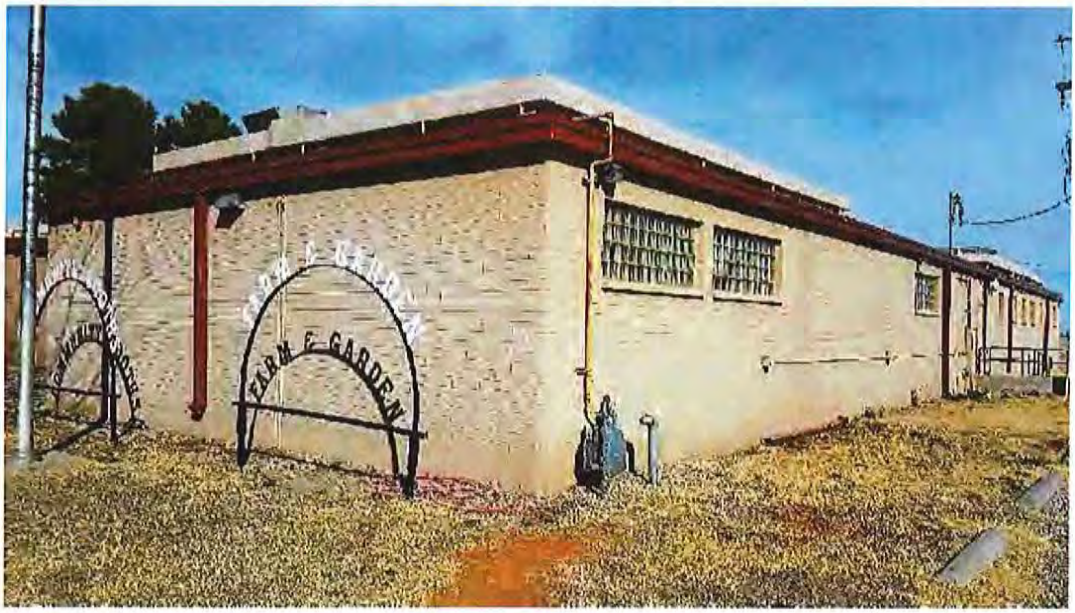
1. **SUBLIST FOR YUCCA BUILDING ALTERATIONS**
2. **LEA COUNTY FAIRGROUNDS**
3. **BID #10 - (17-18)**

Nature of Work	Subcontractor Name	Location of Business (city or county)	
MECHANICAL/PLUMBING	LANE PLUMBING	ALAMOGORDO, NM	#01279820100202, Active, Expires 06/27/2019
ELECTRICAL	KIRKMEYER ELE	HOBBS, NM	#0114282009091, Active, Expires 09/15/2018

LEA COUNTY
YUCCA BUILDING ALTERATIONS

PROJECT MANUAL

2 April 2018



Lea County, New Mexico
100 N. Main Ave.
Lovington, NM 88260-4030
www.leacounty.net

Wilson & Company, Inc., Engineers & Architects
4401 Masthead St. NE, Albuquerque, NM 87109
(505) 348-4000 www.wilsonco.com
WCI File: 18-600-002-00

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SECTION 00 0107

SEALS PAGE

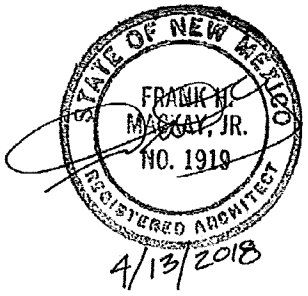
DOCUMENTS AND SPECIFICATION SECTIONS ARE LISTED BELOW WITH THE PROFESSIONAL-OF-RECORD UNDER WHOSE SUPERVISION AND RESPONSIBLE CHARGE THEY WERE PREPARED, AND UNDER WHOSE SEAL AND SIGNATURE THEY ARE HEREBY ISSUED FOR THE PURPOSE STATED ABOVE.

PROCUREMENT AND CONTRACTING REQUIREMENTS

- 00 2113 – Instructions to Bidders
- 00 4100 – Owner Bid Packet
- 00 4314 – Supplement J Bid Bond
- 00 4556 – Resident Preference
- 00 4557 – Resident Veteran Contractor
- 00 5000 – Contracting Forms and Supplements
- 00 5200 – Agreement Form
- 00 6113 – Performance and Payment Bond
- 00 6216 – Certificate of Insurance Form
- 00 6313 – Request for Interpretation Form
- 00 7200 – General Conditions
- 00 7300 – Supplementary Conditions

GENERAL REQUIREMENTS

- 01 1000 – Summary
- 01 2000 – Price and Payment Procedures
- 01 2513 – Product Substitution Procedures
- 01 2514 – Contractor Substitution Request Form
- 01 3000 – Administrative Requirements
- 01 3119.13 – Preconstruction Meeting
- 01 3216 – Construction Progress Schedule
- 01 3553 – Security Procedures
- 01 4000 – Quality Requirements
- 01 4216 – Definitions
- 01 4219 – Reference Standards
- 01 5000 – Temporary Facilities & Controls
- 01 6000 – Product Requirements
- 01 7000 – Execution and Closeout Requirements
- 01 7800 – Closeout Submittals
- 01 7900 – Demonstration and Training

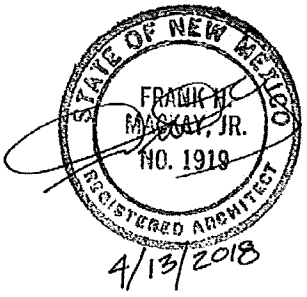


STRUCTURAL SPECIFICATIONS

- 03 1000 – Concrete Forming and Accessories
- 03 2000 – Concrete Reinforcing
- 03 3000 – Cast-in-Place Concrete

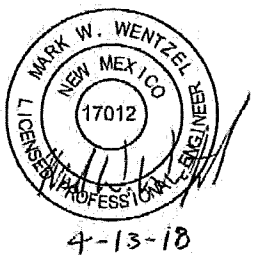
ARCHITECTURAL SPECIFICATIONS

02 4100 – Demolition
04 2731 – Reinforced Unit Masonry
05 5000 – Metal Fabrications
05 5213 – Pipe and Tube Railings
06 1000 – Rough Carpentry
06 4100 – Architectural Wood Casework
07 2100 – Thermal Insulation
07 9200 – Joint Sealants
08 1113 – Hollow Metal Doors and Frames
08 1416 – Flush Wood Doors
08 3100 – Access Doors and Panels
08 7100 – Door Hardware
09 2116 – Gypsum Board Assemblies
09 5100 – Acoustical Ceilings
09 6500 – Resilient Flooring
09 6813 – Tile Carpeting
09 9000 – Painting and Coating
10 1101 – Visual Display Boards
10 4400 – Fire Protection Specialties
11 3013 – Residential Appliances
12 3600 - Countertops
31 2200 – Grading
31 2316 – Excavation
31 2323 – Fill
32 1313 – Concrete Paving



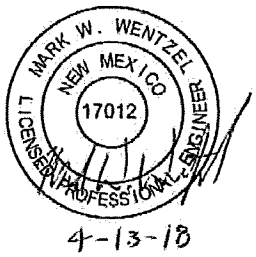
MECHANICAL SPECIFICATIONS

22 0010 – General Provisions
22 0719 – Plumbing Piping Insulation
22 1005 – Plumbing Piping
22 1006 – Plumbing Piping Specialties
22 4000 – Plumbing Fixtures
23 0010 – Mechanical General Provisions
23 0553 – Identification for HVAC Piping and Equipment
23 0593 – HVAC Testing, Adjusting, and Balancing
23 3100 – HVAC Ducts and Casings
23 3423 – HVAC Power Ventilators



ELECTRICAL SPECIFICATIONS

26 0500 – Basic Electrical Materials and Methods
26 0501 – Minor Electrical Demolition
26 0519 – Conductors and Cables
26 0526 – Grounding and Bonding
26 0529 – Hangers and Supports for Electrical Systems
26 0533 – Raceways and Boxes
26 0553 – Electrical Identification
26 2726 – Wiring Devices
26 2816 – Safety Switches and Enclosed Circuit Breakers
26 5100 – Lighting
28 3100 – Fire Alarm System



4-13-18

END OF DOCUMENT

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SECTION 00 0110

TABLE OF CONTENTS

LEA COUNTY YUCCA BUILDING ALTERATIONS

PROCUREMENT AND CONTRACTING REQUIREMENTS

Division 00 – Procurement and PROCUREMENT AND CONTRACTING REQUIREMENTS

00 0107 – Seals Page
00 0110 – Table of Contents
00 2113 – Instructions to Bidders
00 4100 – Owner Bid Packet
00 4314 – Supplement J Bid Bond
00 4556 – Resident Preference
00 4557 – Resident Veteran Contractor
00 5000 – Contracting Forms and Supplements
00 5200 – Agreement Form
00 6113 – Performance and Payment Bond Form
00 6216 – Certificate of Insurance Form
00 6313 – Request for Interpretation Form
00 7200 – General Conditions
00 7300 – Supplementary Conditions

SPECIFICATIONS

Division 01 – General Requirements

01 1000 – Summary
01 2000 – Price and Payment Procedures
01 2513 – Product Substitution Procedures
01 2514 – Contractor Substitution Request Form
01 3000 – Administrative Requirements
01 3119.13 – Preconstruction Meeting
01 3216 – Construction Progress Schedule
01 3553 – Security Procedures
01 4000 – Quality Requirements
01 4216 – Definitions
01 4219 – Reference Standards
01 5000 – Temporary Facilities & Controls
01 6000 – Product Requirements
01 7000 – Execution and Closeout Requirements
01 7800 – Closeout Submittals
01 7900 – Demonstration and Training

Division 02 – Existing Conditions

02 4100 – Demolition

Division 03 – Concrete
- 03 1000 – Concrete Forming and Accessories
- 03 2000 – Concrete Reinforcing
- 03 3000 – Cast-in-Place Concrete

Division 04 – Masonry
- 04 2731 – Reinforced Unit Masonry

Division 05 – Metals
- 05 5000 – Metal Fabrications
- 05 5213 – Pipe and Tube Railings

Division 06 – Wood, Plastics, and Composites
- 06 1000 – Rough Carpentry
- 06 4100 – Architectural Wood Casework

Division 07 – Thermal and Moisture Protection
- 07 2100 – Thermal Insulation
- 07 9200 – Joint Sealants

Division 08 – Openings
- 08 1113 – Hollow Metal Doors and Frames
- 08 1416 – Flush Wood Doors
- 08 3100 – Access Doors and Panels
- 08 7100 – Door Hardware

Division 09 – Finishes
- 09 2116 – Gypsum Board Assemblies
- 09 5100 – Acoustical Ceilings
- 09 6500 – Resilient Flooring
- 09 6813 – Tile Carpeting
- 09 9000 – Painting and Coating

Division 10 – Specialties
- 10 1101 – Visual Display Boards
- 10 4400 – Fire Protection Specialties

Division 11 – Equipment
- 11 3013 – Residential Appliances

Division 12 – Furnishings
- 12 3600 – Countertops

Division 22 – Plumbing
- 22 0010 – General Provisions
- 22 0719 – Plumbing Piping Insulation
- 22 1005 – Plumbing Piping
- 22 1006 – Plumbing Piping Specialties
- 22 4000 – Plumbing Fixtures

Division 23 – Heating, Ventilating, and Air-Conditioning (HVAC)
23 0010 – Mechanical General Provisions
23 0553 – Identification for HVAC Piping and Equipment
23 0593 – HVAC Testing, Adjusting, and Balancing
23 3100 – HVAC Ducts and Casings
23 3423 – HVAC Power Ventilators

Division 26 – Electrical
26 0500 – Basic Electrical Materials and Methods
26 0501 – Minor Electrical Demolition
26 0519 – Conductors and Cables
26 0526 – Grounding and Bonding
26 0529 – Hangers and Supports for Electrical Systems
26 0533 – Raceways and Boxes
26 0553 – Electrical Identification
26 2726 – Wiring Devices
26 2816 – Safety Switches and Enclosed Circuit Breakers
26 5100 – Lighting

Division 28 – Electronic Detection and Alarm
28 3100 – Fire Alarm System

Division 31 – Earthwork
31 2200 – Grading
31 2316 – Excavation
31 2323 – Fill

Division 32 – Bases, Ballasts, and Paving
32 1313 – Concrete Paving

End of Table of Contents

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AIA® Document A701™ – 1997

Instructions to Bidders

for the following PROJECT:
(Name and location or address)
Lea County Yucca Building Alterations
200 South Commercial Street, Lovington, New Mexico 88260

THE OWNER:
(Name, legal status and address)
Lea County
100 North Main Ave.
Lovington, NM 88260

THE ARCHITECT:
(Name, legal status and address)
Wilson & Company, Inc., Engineers & Architects
4401 Masthead St. NE
Albuquerque, NM 87109

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.

TABLE OF ARTICLES

1 DEFINITIONS

2 BIDDER'S REPRESENTATIONS

3 BIDDING DOCUMENTS

4 BIDDING PROCEDURES

5 CONSIDERATION OF BIDS

6 POST-BID INFORMATION

7 PERFORMANCE BOND AND PAYMENT BOND

8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

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User Notes: (827158874)

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 other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.

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

§ 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 as the base, to which Work may be added or from which Work may be deleted for 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 the amount of 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 The Bidder by making a Bid represents that:

§ 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

§ 2.1.2 The Bid is made in compliance with the Bidding Documents.

§ 2.1.3 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 personal observations with the requirements of the proposed Contract Documents.

§ 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 COPIES

§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

§ 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.

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User Notes: (827158874)

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

§ 3.1.4 The Owner and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

§ 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

§ 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.

§ 3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Bids.

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

§ 3.3 SUBSTITUTIONS

§ 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

§ 3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment 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, equipment 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. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

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

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

§ 3.4 ADDENDA

§ 3.4.1 Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents.

§ 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

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

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

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 PREPARATION OF BIDS

§ 4.1.1 Bids shall be submitted on the forms included with the Bidding Documents.

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

§ 4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

§ 4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

§ 4.2 BID SECURITY

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

§ 4.2.2 If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents, and 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 power of attorney.

§ 4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

§ 4.3 SUBMISSION OF BIDS

§ 4.3.1 All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

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

§ 4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

§ 4.4 MODIFICATION OR WITHDRAWAL OF BID

§ 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the

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signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

§ 4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

§ 4.4.4 Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 OPENING OF BIDS

At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders.

§ 5.2 REJECTION OF BIDS

The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

§ 5.3 ACCEPTANCE OF BID (AWARD)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest qualified 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 own 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 Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 CONTRACTOR'S QUALIFICATION STATEMENT

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

§ 6.2 OWNER'S FINANCIAL CAPABILITY

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

§ 6.3 SUBMITTALS

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

.1 a designation of the Work to be performed with the Bidder's own forces;

.2 names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; 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 in writing 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, (1)

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withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover 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. Bonds may be secured through the Bidder's usual sources.

§ 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 If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

§ 7.2 TIME OF DELIVERY AND FORM OF BONDS

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to be commenced prior thereto 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. Both bonds shall be written in the amount of the Contract Sum.

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

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

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

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User Notes: (827158874)

Finance Department
100 North Main, Suite 11
Lovington, NM 88260

Phone: (575) 396-8521
Fax: (575) 396-5684
e-mail: kmclaughlin@leacounty.net

YUCCA BUILDING ALTERATIONS -
LEA COUNTY FAIRGROUNDS
COMMODITY CODE: 91065, 19116, 91177
BID #10 - (17-18)
DUE DATE: MAY 17, 2018 - 2:00 P.M. (MDT)

The Lea County Commissioners will receive sealed bids in the Finance Department, Fourth Floor, Courthouse, 100 N. Main, Lovington, New Mexico, for the interior and exterior alterations at the Yucca Building.

MANDATORY PRE-BID MEETING: There will be a mandatory Pre-Bid Meeting on May 3, 2018 at 2:00 pm MDT at the Yucca Building, Exhibit Hall. (FYI -- The Yucca Building is located on the west side of the Fairgrounds, and its address is 101 S. Commercial, Lovington, NM.)

The "INVITATION FOR BIDS", any addenda, and all related information are available on Lea County's website at http://www.leacounty.net/p/Departments/255 or by contacting the Finance Department, Courthouse, 100 N. Main, Suite 11, Lovington, New Mexico 88260-4030, (575) 396-8521, Ext. 8656, kmclaughlin@leacounty.net.

A set of BID PLANS & SPECIFICATIONS may be obtained by contacting: Frank Mackay, Wilson & Company, (505) 348-4000, or frank.mackay@wilsonco.com.

QUESTIONS must be submitted in writing to the Lea County contact info – kmclaughlin@leacounty.net . Only questions asked and answered in writing are binding.

Ron Black, Chairman

Hobbs Daily News Sun	April 15, 2018, April 18, 2018
Lovington Leader	April 15, 2018, April 18, 2018

SPECIFICATIONS AND CONTRACTUAL TERMS
LEA COUNTY, NEW MEXICO

YUCCA BUILDING ALTERATIONS
LEA COUNTY FAIRGROUNDS
BID #10 - (17-18)
DUE DATE: MAY 17, 2018 - 2:00 P.M.

1. The Terms and Conditions will form part of the contract between the County and the successful bidder. Failure to comply with all of the Terms and Conditions may subject the offer to rejection.

2. All bids shall be sealed, addressed and **delivered before 2:00 p.m. (local time) on MAY 17, 2018** to: The Finance Department, Courthouse, 100 North Main, Suite 11, Lovington, New Mexico, 88260. Please mark the outside of the envelope **"BID #10 - (17-18)"**. It is the bidder's responsibility to see that the bid arrives on time. Late bids, faxes, telegrams or telephone bids will not be accepted. *Bids will be opened and read aloud at 2:00 p.m. on MAY 17, 2018 on the 4th floor of the Lea County Courthouse.*

3. Each bidder is to submit its bid on the form provided. The form must be fully completed.

4. **All bids must be mailed or delivered to Lea County, Finance Department, 100 North Main, 4TH Floor, Suite 11, Lovington, New Mexico 88260.**

5. The bid shall exclude all State taxes on material costs. Nontaxable transaction certificates will be issued if requested. State taxes for services including installation costs should be included.

6. All bidders will be notified by letter of the Board's award.

7. Bid specifications indicate the minimum standard of quality, performance or other pertinent characteristics required. Terms which equal or exceed these specifications will be considered. All options, variations or exceptions to specifications must be listed.

8. In case of ambiguity in stating bid prices, the County reserves the right to adopt the most advantageous interpretation.

9. The County reserves the right to waive technical irregularities in the form of the offer which do not alter price, quality or quantity, and to reject any or all offers when it is in the best interest of the County to do so.

11. In signing this bid, the Contractor certifies that there has been no direct or indirect action in restraint of free competitive bidding in connection with this bid submitted to Lea County.

12. The Lea County Procurement Policy and the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 199, as amended, shall apply to this procurement and prevail over any inconsistent terms and govern all interpretations of contract documentation. In addition, criminal laws prohibit bribes, gratuities and kickbacks.

13. The offeror/bidder will be required to carry, at a minimum, the following insurance coverages **with Lea County listed as "Additional Insured" on all policies**.

    a) General liability insurance in the amount of $1,000,000.00 per occurrence and $2,000,000.00 aggregate.

    b) Automobile insurance in the amount of $1,000,000.00.

    c) Workers Compensation insurance as required by New Mexico State Statute.

    d) All insurance shall remain in full force and effect for the entire term of the contract or until work is completed.

    e) Awarded firm will ensure that sub-contractors (if any) carry the same insurance coverages as listed above.

    Proof of coverage must be provided to Lea County Finance Dept., 100 N Main Street, Suite 11, Lovington, NM 88260, prior to commencement of work.

14. Lea County's policy on requests for copies of bid / proposal information is as follows:

    a) Terms and Specifications are available at no charge to vendors who will be responding directly to bids or proposals.

    b) Submit a written request detailing what information you would like to receive.

    Lea County
    Finance Dept.
    100 North Main, Suite 11
    Lovington, NM 88260

15. According to state procurement regulations, any protest of the award must be submitted in writing within fifteen (15) days of written notice of award to:

    Finance Director
    Lea County Courthouse
    100 N. Main, Suite 11
    Lovington, NM 88260

SPECIFICATIONS AND CONTRACTUAL TERMS
LEA COUNTY, NEW MEXICO

YUCCA BUILDING ALTERATIONS
LEA COUNTY FAIRGROUNDS
BID #10 - (17-18)
DUE DATE: MAY 17, 2018 - 2:00 P.M.

GENERAL:
Lea County is seeking bids for a contractor to renovate a portion of the Yucca Building interior and add new site improvements to the west and south of this building.
STATE WAGE RATES apply to this bid & the Wage Decision is attached.

DESCRIPTION:

Location
The subject Yucca Building is located at 101 South Commercial Ave., in Lovington, New Mexico. The maps and photographs are included in the bidding documents.

Description of Work
Successful bidder will be responsible for the demolition, preparation and installation of building elements described in the plans and specifications. Interior improvements include the removal of load bearing concrete masonry unit walls, new exterior door openings, renovation of the office area, including new partitions, doors, hardware and finishes. A new Server Room with door will be provided. A Home Economic Classroom will be created in an existing storage room, with casework, residential appliances and Type 2 vapor hood. Exterior improvements include the replacement of a HC ramp, providing new sidewalks and ramps.

Security Requirement during work
None.

Duration of Project
Contractor shall be given 105 days from the Notice to Proceed to complete work. Liquidated damages of $500 per calendar day will be assessed after that time.

Existing Environmental Sensitive Material
Any necessary environmental remediation to the building will occur prior to Notice to Proceed. Environmental work will be completed by separate contract.

Required Site Visit -- Contractors are required to attend a Pre-Bid meeting at the site on May 3, 2018 at 2:00 pm MST. (FYI - The Yucca Building is on the west side of the Fairgrounds, and its address is 101 S. Commercial, Lovington, NM.)

Optional further site visits: Contact Lea County Fairgrounds at (575) 396-8686 to schedule an appointment for additional site visits.

CONTRACT: Contractor will be expected to enter into a contract with Lea County as attached.

QUESTIONS: Any/all questions must be in writing to: Kathy McLaughlin, Procurement Officer kmclaughlin@leacounty.net FAX: 575-396-5684

Answers to questions will be addressed via an Addendum to all vendors on our mailing list & will immediately be posted under "Procurement" on Lea County's website -- www.leacounty.net

If a prospective bidder desires to be placed on the mailing list for future addendums or future similar Bids/RFPs, please contact Kathy McLaughlin by email, kmclaughlin@leacounty.net.

The Terms and Specifications are incorporated herein by reference.

End of Specifications.

BID FORM
LEA COUNTY, NEW MEXICO

YUCCA BUILDING ALTERATIONS
LEA COUNTY FAIRGROUNDS
BID #10 - (17-18)
DUE DATE: MAY 17, 2018 - 2:00 P.M.

COMPANY NAME: _____

	Bid Amount
Yucca Building Alterations as specified	$_____ Lump Sum
GRT or Sales Tax (If Applicable)	+
Total	$_____

REQUIRED: Bidders must attach a copy of their NM Contractor's License to this Bid Form.

Required Pre-Bid Meeting: Site visit was completed on May 3, 2018 at 2:00 pm. _____**YES**
Date Time

** The following attached forms have been completed and signed. _____**YES**

a. Campaign Contribution
b. Resident / Veteran Preference – ***Must attach a copy of certificate issued by NM Tax & Rev.***
c. Related Party Disclosure
d. Debarment Certification
e. Non-Collusion Affidavit

BID FORM
LEA COUNTY, NEW MEXICO

YUCCA BUILDING ALTERATIONS
LEA COUNTY FAIRGROUNDS
BID #10 - (17-18)
DUE DATE: MAY 17, 2018 - 2:00 P.M.

If bid tendered does not meet specifications, all exceptions or variations are set forth on the following page.

I have read and understand the Terms and Conditions and Specifications and Contractual Terms. I agree to comply with such and warrant that the products or services offered are as represented in this Bid Form.

_____ _____
Signature Name (Typed/Printed)

_____ _____
Company Position

_____ _____ _____
Address Telephone Number FAX Number

_____ _____
City, State, Zip Fed. Tax ID # / Social Security #

_____
E-mail Address

State of _____)
)ss.
County of _____)

_____(name), being duly sworn, deposes and says that he/she is _____(title) of _____(company) and all foregoing questions and all statements herein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 20_____.

_____
Notary Public

My commission expires:

_____

BID FORM
LEA COUNTY, NEW MEXICO

YUCCA BUILDING ALTERATIONS
LEA COUNTY FAIRGROUNDS
BID #10 - (17-18)
DUE DATE: MAY 17, 2018 - 2:00 P.M.

Please state each and every exception or variation to the specifications (if any) for the products or services offered. *If bid deviates significantly from the specifications, please provide further documentation showing that bid is capable of meeting the performance requirements shown in the specifications.* **Please sign below and return with your offer.**

1) THERE ***ARE*** EXCEPTIONS OR VARIATIONS._____
Signature

-- OR --

2) THERE ***ARE NO*** EXCEPTIONS OR VARIATIONS. The offer meets or exceeds all Specifications, Terms and Conditions as described in said Invitation to Bid without exceptions. If the offer does not meet all Specifications, Terms and Conditions, it will be rejected and all costs will be borne by the seller.

_____
Signature

BID FORM

Campaign Contribution Form (*Required*)

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"**Applicable public official**" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"**Contract**" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"**Family member**" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"**Pendency of the procurement process**" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"**Person**" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"**Prospective contractor**" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

BID FORM

Campaign Contribution Form (*Required*)

"**Representative of a prospective contractor**" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Lea County Public Officials/Commissioners: Ron Black, Rebecca Long, Dean Jackson, Don Jones, Jonathan Sena

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size)

_____ _____
Signature Date

_____
Title (position)

--OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

_____ _____
Signature Date

_____
Title (Position)

BID FORM

Resident / Veterans Preference Certification – *If applicable*

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

Veteran Resident Businesses:

□ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than $1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

□ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than $1M but less than $5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

□ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than $5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

Resident Businesses:

□ I declare under penalty of perjury that my business is a New Mexico resident business allowing me the 5% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State's Division of the General Services Department the awarded amount involved. I will indicate in the report the awarded amount as a purchase from a public body or as a public works contract form a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

Resident Business/Veteran Business Certificate Number: _____

_____ _____

(Signature of Business Representative)* (Date)

**Must be an authorized signatory for the Business.*

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

A copy of your valid New Mexico Resident Business Certificate must be provided in order to receive preference.

(This page intentionally left blank)

Related Party Disclosure Form

1. Are you indebted to or have a receivable from any member of the Board of County Commissioners; elected county officials, administration officials, department heads, and key management supervisors with the County of Lea?

Yes _____ No _____

_____

_____

2. Are you , or any officer of your company related to any member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors of the County of Lea and have you had any of the following transactions since January 1, 2008, to which Lea County was, is to be, a party?

	Yes	No
Sales, Purchase or leasing of property ?	___	___
Receiving, furnishing of goods, services or facilities?	___	___
Commissions or royalty payments	___	___

_____

_____

3. Does any member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors with the County of Lea, have any financial interest in your company whether a sole proprietorship, partnership, or corporation of any kind that currently conducts business with the County of Lea?

Yes _____ No _____

_____

4. At any time from January 2008 through the present, did you, your company, or any officer of your company have an interest in or signature authority over a bank account for the benefit of a member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors with the County of Lea?

Yes _____ No _____

_____

_____

5. Are you negotiating to employ or do you currently employ any employee, officer or family member of an employee or officer of County of Lea?

Yes _____ No _____

_____

The answers to the foregoing questions are correctly stated to the best of my knowledge and belief.

Signature of Owner or Company President: _____ **Date**_____

(Print Name and Title): _____

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Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

Offeror certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three year period preceding this proposal been convicted of, had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any offenses; and

4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. Under 18USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Signature of Authorized Representative Date

Typed Name & Title of Authorized Representative

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NON-COLLUSION AFFIDAVIT

STATE OF _____)

County OF _____)

_____(name) being first duly sworn, deposes and says

that he/she is (title) _____

of (organization)_____

who submits herewith to the County of Lea, a proposal:

That all statements of fact in such proposal are true:

That said proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the County of Lea, or of any bidder of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading of proposal, said bidder:

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposals;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of their proposal price, or of that of anyone else;
4. Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository or to any member or agent thereof, or to any individual of group of individuals, except that County of Lea, or to any person or persons who have a partnership or other financial interests with said bidder in his business.

By:_____

Title_____

SUBSCRIBED and sworn to before me this _____day of _____ , 20_____.

Notary Public:_____
My Commission Expires:

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SECTION 00 4314

SUPPLEMENT J - BID BOND

BID BOND FORM

1.1 BID SECURITY, MADE PAYABLE TO THE OWNER IN THE AMOUNT OF 5 PERCENT OF THE BASE BID INCLUDING ALL COSTS FOR ALLOWANCES AND ALTERNATES, IF ANY, AND STATE OF NEW MEXICO GROSS RECEIPTS TAX SHALL BE SUBMITTED WITH THE BID.

1.2 BID SECURITY SHALL BE IN THE FORM OF AIA A310 BID BOND ISSUED BY A SURETY LICENSED TO CONDUCT BUSINESS IN THE STATE OF NEW MEXICO.

1.3 SEE AIA DOCUMENT A310, BID BOND, FOLLOWING THIS DOCUMENT.

END OF SUPPLEMENT J

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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)
Lea County
100 North Main Street
Lovington, NM 88260

BOND AMOUNT: $

PROJECT:
(Name, location or address, and Project number, if any)
Lea County Yucca Building Alterations
200 South Commercial Street
Lovington, NM 88260

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

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.

Init.
/
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User Notes: (3B9ADA24)

furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this day of ,

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

Init.
/

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User Notes: (3B9ADA24)

STATE OF NEW MEXICO
Taxation and Revenue Department

APPLICATION FOR PREFERENCE

GENERAL INSTRUCTIONS PLEASE READ BEFORE COMPLETING

Sections 13-1-21 and 13-1-22 NMSA 1978 authorize and set forth the criteria required for a business to qualify as a Resident Business or Resident Contractor. It is important to note, a resident preference is applicable to contracts, which typically call for, but are not limited to, the furnishing of tangible personal property, i.e. goods, supplies, materials, equipment, printed materials and certain services.

A "resident preference" is applicable only to procurements made pursuant to a formal bid process or formal Request For Proposals (RFP) process in accordance with Sections 13-1-21 and 13-4-2 NMSA 1978. Additionally, any person, firm, corporation, or other legal entity must have all required licenses at the time the application for preference is submitted to the Taxation and Revenue Department for consideration.

Please note: All certifications are subject to revocation in accordance with applicable rules. A certification merely establishes that the Taxation and Revenue Department has determined based upon the information provided in the application, as of the date of issuance, that the holder was entitled to treatment as a resident business and/or contractor by state agencies and local public bodies.

The attached application for preference is required by Section 13-1-22 NMSA 1978 as amended during the First Special Legislative Session of 2011. The application includes an **affidavit from a certified public accountant** setting forth certain eligibility criteria for businesses or contractors, as required by Section 13-1-22 NMSA 1978. The completed **application along with payment of Thirty Five ($35) dollars** must be submitted to the Taxation and Revenue Department prior to issuance of a resident business preference or a resident contractor preference certificate.

In addition to the application, the Taxation and Revenue Department may require submission of additional information to ensure eligibility.

A certificate is valid for three (3) years from the date of its issuance; provided that if there is a change of ownership of more than fifty percent, a resident business or resident contractor shall reapply.

For questions concerning the application process please call (505) 827-0951. The application along with payment should be sent to:

New Mexico Taxation and Revenue Department
Santa Fe District Office
PO Box 5374
Santa Fe, NM 87502-5374

STATE OF NEW MEXICO
Taxation and Revenue Department

APPLICATION FOR RESIDENT CONTRACTOR CERTIFICATION

General Information — **For questions please call (505) 827-0951**

Name of Business:	Doing Business As (DBA):	
Mailing Address:		
City:	State:	Zip:
New Mexico Combined Reporting system (CRS) Identification Number:	FEIN/SSN:	
VIN of vehicle registered in New Mexico:	Name of vehicle owner:	

Choose one of the following contractor statuses and check the appropriate boxes that apply to your business. If any statement in this application is not appropriate to or does not otherwise describe your business, your business may not qualify for this preference.

Existing Contractor

- ☐ The contractor is currently licensed as a contractor in New Mexico and
- ☐ The contractor has paid property taxes on real property in New Mexico in each of the last five years or the business has paid rent on real property in New Mexico in each of the last five years and
- ☐ The contractor has paid another New Mexico State tax in each of the last five years and
- ☐ The contractor has paid unemployment insurance on a least three full-time New Mexico resident employees in each of the last five years or the contractor has been licensed as a contractor in New Mexico for ten consecutive years.

New Contractor

- ☐ The contractor is currently licensed as a contractor in New Mexico and
- ☐ Property Taxes on real property in New Mexico have been paid in each of the last five years by the owner or the majority of owners or the owner or majority of owners have paid rent on real property in New Mexico in each of the last five years and
- ☐ The owner(s) of the business have paid another New Mexico State tax in each of the last five years and
- ☐ This business has not applied for a Resident Business Certificate or Resident Contractors Certificate in each of the last five years.

Relocated Business

- ☐ The contractor is currently licensed as a contractor in New Mexico and
- ☐ The business has leased real property in New Mexico for the last ten years or the business has purchased real property in New Mexico valued at over $100,000 and
- ☐ Eighty percent or more of the business employees in the prior year were residents of New Mexico.

Previously Certified Business or Purchased, Reorganized, Name changed Business

- ☐ The contractor is currently licensed, or was eligible for certification as a contractor in New Mexico or
- ☐ The business has reorganized into one or more different legal entities or the business was purchased by another legal entity, but operates in the same commercial enterprise or the business has merged with another legal entity, but operates in substantially the same commerical enterprise.

AFFIDAVIT FROM CERTIFIED PUBLIC ACCOUNTANT

STATE OF NEW MEXICO)
COUNTY OF)

I hereby swear, under oath that statements in the application for Resident Contractor Certification are true and complete to the best of my knowledge.

Name:	Signature	CPA License #	State	Phone #

Subscribed and sworn to before me this _____ day of _____, 20____.

_____ My Commission Expires: _____
Notary Public

_____ _____
Signature of Applicant Date

Send completed application along with $35.00 to: Taxation and Revenue Department, PO Box 5374, Santa Fe, NM 87502-5374

NED 2324
INT - 06/12

STATE OF NEW MEXICO

Taxation and Revenue Department

APPLICATION FOR RESIDENT VETERAN CONTRACTOR CERTIFICATION

SECTION I	General Information	
Name of Licensed Contractor	Doing Business As (DBA) if applicable	
Mailing Address - City, State, Zip Code		
Physical Address - City, State, Zip Code		
Name of Business Owner or Officer	Phone Number of Business Owner or Officer	E-mail of Business Owner or Officer
Name of Business Contact	Phone Number of Business Contact	E-mail of Business Contact
NM(CRS) Number:	Contractor License Number	FEIN/SSN
VIN of Vehicle Registered by Contractor with New Mexico	Name of Vehicle Owner	

SECTION II **Resident Veteran Contractor Status Information**

Please choose the relevant business status category below and place a checkmark next to all statements that apply to the applicant's business under the relevant category. If any statement under the relevant category is not appropriate to or does not otherwise describe the applicant's business, it may not qualify for certification.

Existing Contractor

- ☐ The contractor has been in existence for at least five years; **and**
- ☐ The contractor is licensed as a contractor in New Mexico; **and**
- ☐ The contractor has paid property taxes or rent on real property in New Mexico in *each* of the preceding five years; **and**
- ☐ The contractor has paid at least one other tax administered by the State of New Mexico in *each* of the preceding five years; **and**
- ☐ The contractor has paid unemployment insurance on at least three full-time New Mexico resident employees in *each* of the preceding five years or the contractor has been licensed as a contractor in New Mexico for ten consecutive years.

New Contractor

- ☐ The contractor did not exist as a business in any form and has been in existence for less than five years; **and**
- ☐ The contractor is currently licensed as a contractor in New Mexico; **and**
- ☐ The owner or majority of owners of the business have paid property taxes or rent on real property in New Mexico in *each* of the preceding five years; **and**
- ☐ The owner or majority of owners of the business have paid at least one other tax administered by the State of New Mexico in *each* of the preceding five years; **and**
- ☐ This contractor has not applied for a Resident Business Certificate or Resident Contractor Certificate during the preceding five years.

Relocated Contractor

- ☐ The contractor moved at least eighty (80%) percent of its total domestic personnel from another state to New Mexico in the past five years; **and**
- ☐ The contractor is currently licensed as a contractor in New Mexico; **and**
- ☐ Eighty (80%) percent or more of the total personnel of the business in the prior year were residents of New Mexico; **and**
- ☐ The business has leased real property in New Mexico for ten years; **or**

  The business has purchased real property in New Mexico valued in excess of $100,000.

Previously Certified Contractor or a Contractor Previously Eligible for Certification

- ❑ The contractor is licensed as a contractor in New Mexico; **and**
- ❑ After January 1, 2012, but less than three years ago, the contractor obtained and was eligible for resident contractor certification. However, the contractor has since: (1) changed its name; (2) reorganized into one or more different legal entities; or (3) been purchased by or merged with another legal entity, but now operates in New Mexico as substantially the same commercial enterprise;

OR

After January 1, 2012, but less than three years ago, the contractor applied and was eligible for resident contractor certification. However, before the Department was able to issue certification, the business: (1) changed its name; (2) reorganized into one or more different legal entities; or (3) was purchased by or merged with another legal entity, but now operates in New Mexico as substantially the same commercial enterprise.

SECTION III Annual Revenue and Documentation

Please provide the business' previous year's annual revenues below and attach the required documents. If the required documents are attached, please place a checkmark next to the second statement below. An application submitted without the required information and documentation will be incomplete.

- ❑ The previous year's annual revenues of the resident veteran business are $_____; **and**
- ❑ Attached to this application is verification by the Federal Dept. of Veterans Affairs that the business is either a veteran-owned small business or a service-disabled veteran-owned small business;

OR

Attached to this application is proof that a veteran or veterans own a majority of the business **and** verification of either (1) veteran status as indicated by the U.S. Dept. of Defense DD Form 214 of release or discharge from active duty with an honorable discharge **or** (2) service disabled-veteran status by the Dept. of Veterans Affairs.

AND

- ❑ Any applicant provided a certificate of Resident Veterans Preference by the Taxation and Revenue Department as either a business or a contractor under the provisions of Sections 13-1-21 or 13-1-22 NMSA 1978, agrees that when awarded a contract involving a Veterans Preference during the last calendar year beginning on January 1 and ending on December 31, to report the award amount involved to the State Purchasing Division of the General Services Department. The report will be given under the penalty of perjury and indicate whether the awarded amount was as a purchase from a public body, or as a public works contract from a public body, as the case may be.

SECTION IV Affidavit

AFFIDAVIT FROM CERTIFIED PUBLIC ACCOUNTANT

STATE OF _____

COUNTY OF _____

I hereby swear, under oath that it is my professional opinion that the applicant meets the required criteria set forth in NMSA 1978, Section 13-1-22 (2012) for Resident Veteran Business Certification and that ALL information provided and ALL checkmarked statements in the foregoing application are true and complete to the best of my knowledge.

Name	CPA License #	State	Date

Signature

NOTARY

Subscribed and sworn to before me this _____ day of _____, 20_____ .

Notary Public _____ My Commission Expires _____

(NOTARY SEAL)

I am authorized to sign this application on behalf of the applicant and attest to the truthfulness of the information provided herein.

Signature of Applicant	Date

Please see last of instructions; APPLICATION AND FEE SUBMISSION for correct mailing address and fee.

APPLICATION FOR RESIDENT VETERAN CONTRACTOR CERTIFICATE

INSTRUCTIONS

Beginning January 1, 2012, but not after June 30, 2022, New Mexico veteran contractors who wish to obtain a resident veteran contractor preference must first apply for and obtain a resident veteran contractor certificate issued by the New Mexico Taxation and Revenue Department (TRD). The preference may be used by the holder to obtain a bidding advantage when participating in a formal bid process or formal request for proposal process for the sale of goods or services to a New Mexico state or local public body. The contractor must submit with its bid or proposal a copy of a valid resident veteran contractor certificate.

So long as the contractor initially meets and continues to meet the necessary requirements, the certificate is valid for three years from the date of issuance. The contractor must submit a new application if the contractor's status has changed or if there is a change in ownership of more than fifty percent.

The purchasing agent for a public body may verify that a resident veteran contractor certificate is issued by TRD by accessing the TRD web site at https://secure.mvd.newmexico.gov/residentcertificate/default.aspx, or by calling (505) 827-0951.

RESIDENT VETERAN CONTRACTOR CERTIFICATE APPLICATION

TRD has prescribed form ASD-22244 that must be completed in order to obtain a resident veteran contractor certificate. The required contents of the form are summarized below.

SECTION I — General Information

This section requires provision of the applicant's general business information, including basic contact information. The contact information provided must be that of the contractor or the contractor's authorized representative.

SECTION II — Resident Veteran Contractor Status Information

To complete the application, the CPA must select the contractor status category that applies to the contractor: existing contractor, new contractor, relocated contractor, or previously certified contractor or contractor previously eligible for certification. The CPA must select only the contractor status category that pertains to the applicant and indicate which statements included in the applicable category accurately describe the contractor. If any statement is not appropriate to or does not otherwise describe the applicant's business, it may not qualify for certification.

NOTE: When a contractor is an existing contractor, the application must indicate whether, during the previous five years, the contractor paid unemployment insurance on at least three full-time employees who are residents of New Mexico. When a contractor is a relocated contractor, the application must indicate whether at least 80% of the total personnel of the contractor in the prior year were New Mexico residents. For the purposes of this application, a New Mexico "resident" is considered to be a person who is domiciled in this state during any part of the calendar year or a person who is physically present in this state for at least 185 days during the calendar year.

SECTION III — Annual Revenue and Documentation

Complete Section III by entering the previous year's annual revenues of the resident veteran contractor and attaching the documentation required. An application submitted without the required information and documentation will be incomplete.

SECTION IV **Affidavit**

This portion of the form is a sworn statement by the CPA indicating that the statements selected in Section II are accurate descriptions of the contractor, and that all other information provided in the form is true and correct to the best of the CPA's knowledge. The affidavit also provides a sworn statement that it is the CPA's professional opinion that the contractor meets the required criteria for resident veteran contractor certification.

The contractor, officer of the contractor business or the contractor's authorized representative must also sign the application, affirming that the statements made and information provided in the application are true and correct.

APPROVALS AND PENALTIES

TRD will examine the application and affidavit. If necessary, TRD may seek additional information to ensure the contractor's eligibility. If TRD determines that the contractor is eligible, it will issue a certificate to the contractor. If TRD determines that the contractor is not eligible, it will issue notification within 30 days. If such notification is not provided by the Department, the application is deemed approved.

A certificate is valid for three years from the date of issuance; provided that if there is a change of ownership of more than 50%, the applicant must reapply. A contractor must also reapply if it has changed its name, reorganized into one or more different legal entities or was purchased by or merged with another legal entity, but now operates in New Mexico as substantially the same commercial enterprise. In such a case, the certification of the contractor in its previous form will apply three years from the date of the previous certification, but only to the extent the contractor was eligible for certification in its previous form.

If an application is denied, the business has 15 days from the date of the denial to file an objection with TRD, submitting evidence to support the objection. TRD must review the evidence and issue a response to the objection within 15 days of the filing of the objection.

If following a hearing and an opportunity to be heard, TRD finds that a contractor provided false information to TRD in order to obtain a certificate or that a contractor used a certificate to obtain a preference and the contractor did not perform the percentage of the contract specified in the bid or proposal, the business:

1. Is not eligible to receive a certificate or preference for a period of five years from the date on which TRD became aware of the submission of the false information or the failure to perform the contract as specified in the bid or proposal; and
2. Is subject to an administrative penalty of up to $50,000 for each violation.

REVOCATIONS

TRD will contemplate revoking an issued certificate if information is revealed that the holder's situation has changed and/or the business does not qualify as a resident veteran contractor. If TRD contemplates revocation, it will issue a Notice of Contemplated Action to the contractor. The contractor will be provided with an opportunity to request an administrative hearing on the matter.

APPLICATION AND FEE SUBMISSION

Submit the application along with $35 application fee to:

New Mexico Taxation and Revenue Department
Santa Fe District Office
PO Box 5374
Santa Fe, NM 87502-5374

For questions concerning the application process please call (505) 827-0951.

SECTION 00 5000

CONTRACTING FORMS AND SUPPLEMENTS

PART 1 GENERAL

1.1 CONTRACTOR IS RESPONSIBLE FOR OBTAINING A VALID LICENSE TO USE ALL COPYRIGHTED DOCUMENTS SPECIFIED BUT NOT INCLUDED IN THE PROJECT MANUAL.

1.2 AGREEMENT AND CONDITIONS OF THE CONTRACT

A. See Section 00 5200 - Agreement Form for the Agreement form to be executed.

B. See Section 00 7200 - General Conditions for the General Conditions.

C. See Section 00 7300 - Supplementary Conditions for the Supplementary Conditions.

1.3 FORMS

A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in the Contract Documents.

B. Bond Forms:
   1. Bid Bond Form: AIA A310.
   2. Performance and Payment Bond Form: AIA A312.

C. Post-Award Certificates and Other Forms:
   1. Submittal Transmittal Form: AIA G810 or Contractor's form that complies with format of AIA G810, including Architect's requirements for submittal numbering identified in Section 01 3000.
   2. Certificate of Insurance Form: See Section 00 6216 – Certificate of Liability Insurance.
      a. Supplemental Attachment: AIA G715
   3. Application for Payment Form: AIA G702 or Contractor's forms that comply with format of AIA G702.
      a. Transmit to Architect electronically, via email, in PDF format for Architect's approval 15 days after execution of contract; Refer to Section 01 1000 - Summary for Architect's email address.
         1) Create PDFs at native size and right-side up; illegible files will be rejected.
         2) If required, an electronically-marked up file will be returned.
         3) Paper document submittals will not be reviewed.

4. Schedule of Values Form (Continuation Sheet): AIA G703 or Contractor's form that complies with format of AIA G703.
    a. Dollar amounts identified in the Schedule of Values must be organized according to specification section numbers listed in the Project Manual.
    b. Transmit to Architect electronically, via email, in PDF format for Architect's approval 10 days after execution of contract; Refer to Section 01 1000 - Summary for Architect's email address.
        1) Create PDFs at native size and right-side up; illegible files will be rejected.
        2) If required, an electronically-marked up file will be returned.
        3) Paper document submittals will not be reviewed.
5. Construction Schedule Form: See Section 01 3216 – Construction Progress Schedule.

D. Clarification and Modification Forms:
1. Request for Interpretation (RFI) Form: Architect's standard form; Refer to Section 00 6313.
    a. Electronic versions of this form will be made available to the Contractor by the Architect.
    b. The Contractor's RFI form may be used upon approval from the Architect.
2. Substitution Request Form: Architect's standard form; Refer to Section 01 2513 – Product Substitution Procedures and Section 01 2514 – Contractor Substitution Request Form.
3. Architect's Supplemental Instruction Form (ASI): AIA G710 or Architect's standard form that is based on AIA G710, at Architect's discretion.
4. Construction Change Directive Form: AIA G714-2007.
5. Work Changes Proposal Request Form (WCPR): AIA G709.

E. Closeout Forms:
1. Certificate of Substantial Completion Form: AIA G704 or Architect's standard form that is based on AIA G704, at Architect's discretion.
2. Affidavit of Release of Liens Form: AIA G706A.
3. Consent of Surety to Final Payment Form: AIA G707.

1.4 REFERENCE STANDARDS

A. AIA A310 - Bid Bond; 2010.

B. AIA A312 - Performance Bond and Payment Bond; 2010.

C. AIA G702 - Application and Certificate for Payment; 1992.

D. AIA G703 - Continuation Sheet; 1992.

E. AIA G704 - Certificate of Substantial Completion; 2017.

F. AIA G715 - Supplemental Attachment for ACORD Certificate of Insurance 25; 1991.

G. AIA G706A - Contractor's Affidavit of Release of Liens; 1994.

H. AIA G707 - Consent of Surety to Final Payment; 1994.

I. AIA G709 - Work Changes Proposal Request; 2001.

J. AIA G710 - Architect's Supplemental Instructions; 2017.

K. AIA G714-2007 - Construction Change Directive; 2007.
L. AIA G714 - Construction Change Directive; 2017.
M. AIA G810 - Transmittal Letter; 2001.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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SECTION 00 5200
AGREEMENT FORM

PART 1 GENERAL

1.1 FORM OF AGREEMENT

1.2 THE AGREEMENT TO BE EXECUTED IS ATTACHED FOLLOWING THIS PAGE.

1.3 RELATED REQUIREMENTS

A. Section 00 7200 - General Conditions.
B. Section 00 7300 - Supplementary Conditions.
C. Section 01 4216 - Definitions.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

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AIA® Document A101™ – 2017

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

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

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

Lea County
100 North Main Street
Lovington, NM 88260

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

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

Lea County Yucca Building Alterations
200 South Commercial Street
Lovington, NM 88260

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

Wilson & Company, Inc., Engineers & Architects
4401 Masthead St. NE
Suite 150
Albuquerque, NM 87109
Telephone Number: 505-348-4000
Fax Number: 505-348-4072

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.

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

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(Check one of the following boxes and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[ ] 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.

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

Item	Units and Limitations	Price per Unit ($0.00)

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

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

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

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

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

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

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

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

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

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

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

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

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§ 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.)

§ 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.)

§ 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.)

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

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

§ 5.2 Final Payment

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

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

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

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

§ 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.)

%

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.)

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§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[ ] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 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)

Erich Francke
100 North Main Street
Lovington, NM 88260

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

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§ 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 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.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:

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

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

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

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

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

OWNER *(Signature)*	CONTRACTOR *(Signature)*
Erich Francke, Facilities Director	
(Printed name and title)	*(Printed name and title)*

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SECTION 00 6113

PERFORMANCE AND PAYMENT BOND FORM

PART 1 GENERAL

1.1 PERFORMANCE AND PAYMENT BOND FORM

1.2 THE PERFORMANCE AND PAYMENT BOND FORM TO BE EXECUTED IS ATTACHED FOLLOWING THIS PAGE.

1.3 RELATED REQUIREMENTS

A. Section 00 5000 - Contracting Forms and Supplements.

B. Section 00 5200 - Agreement Form.

C. Section 00 6216 - Certificate of Insurance Form.

D. Section 00 7200 - General Conditions.

E. Section 00 7300 - Supplementary Conditions.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

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AIA® Document A312™ – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

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

OWNER:
(Name, legal status and address)
Lea County
100 North Main Street
Lovington, NM 88260

CONSTRUCTION CONTRACT
Date:
Amount: $
Description:
(Name and location)
Lea County Yucca Building Alterations
200 South Commercial Street
Lovington, NM 88260

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $
Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
Erich Francke
100 North Main Street
Lovington, NM 88260

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.

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

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§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

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§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address:		Address:	

Init.
/

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Payment Bond

CONTRACTOR:
(Name, legal status and address)

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

OWNER:
(Name, legal status and address)
Lea County
100 North Main Street
Lovington, NM 88260

CONSTRUCTION CONTRACT
Date:
Amount: $
Description:
(Name and location)
Lea County Yucca Building Alterations
200 South Commercial Street
Lovington, NM 88260

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $
Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
Erich Francke
100 North Main Street
Lovington, NM 88260

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.

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

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§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

.1 the name of the Claimant;
.2 the name of the person for whom the labor was done, or materials or equipment furnished;
.3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
.4 a brief description of the labor, materials or equipment furnished;
.5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
.6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
.7 the total amount of previous payments received by the Claimant; and
.8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

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§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address:		Address:	

Init.
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SECTION 00 6216

CERTIFICATE OF INSURANCE FORM

PART 1 GENERAL

1.1 CERTIFICATE OF INSURANCE FORM

1.2 THE CERTIFICATE OF INSURANCE FORM TO BE EXECUTED IS ATTACHED FOLLOWING THIS PAGE.

1.3 AIA G715 SUPPLEMENTAL ATTACHMENT FOR ACORD CERTIFICATE OF INSURANCE 25-S TO BE EXECUTED IS ATTACHED FOLLOWING THE CERTIFICATE OF INSURANCE FORM.

1.4 RELATED REQUIREMENTS

A. Section 00 5000 - Contracting Forms and Supplements.

B. Section 00 5200 - Agreement Form.

C. Section 00 6113 - Performance and Payment Form.

D. Section 00 7200 - General Conditions.

E. Section 00 7300 - Supplementary Conditions.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

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AIA® Document G715™ – 1991

Supplemental Attachment for ACORD Certificate of Insurance 25-S

PROJECT *(Name and address)*:
Lea County Yucca Building Alterations
200 South Commercial Street
Lovington, NM 88260

INSURED _____

		Yes	No	N/A
A.	**General Liability**			
1.	Does the General Aggregate apply to this Project only?	☐	☐	☐
2.	Does this policy include coverage for:			
a.	Premises - Operations?	☐	☐	☐
b.	Explosion, Collapse and Underground Hazards?	☐	☐	☐
c.	Personal Injury Coverage?	☐	☐	☐
d.	Products Coverage?	☐	☐	☐
e.	Completed Operations?	☐	☐	☐
f.	Contractual Coverage for the Insured's obligations in A201?	☐	☐	☐
3.	If coverage is written on a claims-made basis, what is the:			
a.	Retroactive Date?			
b.	Extended Reporting Date?			
B.	**Worker's Compensation**			
1.	If the Insured is exempt from Worker's Compensation statutes, does the Insured carry the equivalent Voluntary Compensation coverage?	☐	☐	☐
C.	**Final Payment Information**			
1.	Is this certificate being furnished in connection with the Contractor's request for final payment in accordance with the requirements of Sections 9.10.2 and 11.1.3 of AIA Document A201, General Conditions of the Contract for Construction?	☐	☐	☐
2.	If so, and if the policy period extends beyond termination of the Contract for Construction, is Completed Operations coverage for this Project continued for the balance of the policy period?	☐	☐	☐
D.	**Termination Provisions**			
1.	Has each policy shown on the certificate and this Supplement been endorsed to provide the holder with 30 days notice of cancellation and/or expiration? List below any policies which do not contain this notice.	☐	☐	☐
E.	**Other Provisions**			

_____
Authorized Representative

_____
Date of Issue

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SECTION 00 6313
REQUEST FOR INTERPRETATION FORM

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Request for Interpretation (RFI) requirements.

B. Request for Interpretation form.

1.2 RELATED REQUIREMENTS

A. Section 00 7200 - General Conditions.

B. Section 00 7300 - Supplementary Conditions.

C. Section 01 3000 - Administrative Requirements.

D. Section 01 4216 - Definitions.

1.3 ADMINISTRATIVE REQUIREMENTS

A. Requests for Interpretation may only be submitted on Request for Interpretation Forms included in this Section.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 RFI SUBMITTALS

A. Submit requests for information and/or interpretations of the contract documents (RFIs) on the Request for Interpretation Form.

1. Submit RFIs electronically, via email, to the Architect, in accordance with Section 01 3000 - Administrative Requirements.
2. Provide a recommended solution with the RFI in the space provided, including cost and/or schedule considerations.

B. The Architect will respond to RFIs within 10 calendars days after the date of receipt.

C. It is acknowledged and understood that some RFIs will take longer to answer than others.

D. The Architect's response is not an authorization to proceed with any work requiring changes to the Contract sum and/or Contract time.

E. If the Architect's response will result in a change to the Contract sum and/or the Contract time identified in the Contract Documents, notify the Architect immediately.
   1. Responses requiring a change to the Contract sum or Contract time must be executed by Change Order or Construction Change Directive in accordance with the Contract Documents prior to proceeding with the work.

F. Substitution Requests: Do not use RFI forms for substitution requests.

3.2 REQUEST FOR INTERPRETATION (RFI) FORM

A. The form to be used for requesting information and/or interpretations of the contract documents is attached on the following page.
   1. Fully describe the question or type of information requested; and include recommendations for solutions where indicated on the form.

B. An electronic version of the RFI Form will be provided to the Contractor for use during the project.

C. An electronic version of the Contractor's RFI form may be used upon approval from the Architect.
   1. Contractor's RFI form must be formatted to include content of Architect's RFI form.
   2. Submit an electronic sample of the Contractor's RFI form to the Architect for approval prior to submitting RFIs for the project.

END OF SECTION

SECTION 00 7200

GENERAL CONDITIONS

FORM OF GENERAL CONDITIONS

1.1 THE GENERAL CONDITIONS APPLICABLE TO THIS CONTRACT IS ATTACHED FOLLOWING THIS PAGE.

RELATED REQUIREMENTS

2.1 SECTION 00 5000 - CONTRACTING FORMS AND SUPPLEMENTS.

2.2 SECTION 00 7300 - SUPPLEMENTARY CONDITIONS.

2.3 SECTION 01 4216 - DEFINITIONS.

SUPPLEMENTARY CONDITIONS

3.1 REFER TO DOCUMENT 00 7300 - SUPPLEMENTARY CONDITIONS FOR AMENDMENTS TO THESE GENERAL CONDITIONS.

END OF DOCUMENT

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AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)
Lea County Yucca Building Alterations
200 South Commercial Street, Lovington, New Mexico 88260

THE OWNER:
(Name, legal status and address)
Lea County
100 North Main Ave.
Lovington, NM 88260

THE ARCHITECT:
(Name, legal status and address)
Wilson & Company, Inc., Engineers & Architects
4401 Masthead St. NE
Albuquerque, NM 87109

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TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 OWNER

3 CONTRACTOR

4 ARCHITECT

5 SUBCONTRACTORS

6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7 CHANGES IN THE WORK

8 TIME

9 PAYMENTS AND COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

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INDEX
(Topics and numbers in bold are section headings.)

Acceptance of Nonconforming Work
9.6.6, 9.9.3, **12.3**
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
Access to Work
3.16, 6.2.1, 12.1
Accident Prevention
10
Acts and Omissions
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.4.2, 13.7, 14.1, 15.2
Addenda
1.1.1, 3.11
Additional Costs, Claims for
3.7.4, 3.7.5, 6.1.1, 7.3.7.5, 10.3, 15.1.4
Additional Inspections and Testing
9.4.2, 9.8.3, 12.2.1, **13.5**
Additional Insured
11.1.4
Additional Time, Claims for
3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.5**
Administration of the Contract
3.1.3, **4.2**, 9.4, 9.5
Advertisement or Invitation to Bid
1.1.1
Aesthetic Effect
4.2.13
Allowances
3.8, 7.3.8
All-risk Insurance
11.3.1, 11.3.1.1
Applications for Payment
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.6.3, 9.7, 9.10, 11.1.3
Approvals
2.1.1, 2.2.2, 2.4, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10, 4.2.7, 9.3.2, 13.5.1
Arbitration
8.3.1, 11.3.10, 13.1, 15.3.2, **15.4**
ARCHITECT
4
Architect, Definition of
4.1.1
Architect, Extent of Authority
2.4, 3.12.7, 4.1, 4.2, 5.2, 6.3, 7.1.2, 7.3.7, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, 15.2.1
Architect, Limitations of Authority and Responsibility
2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.3, 9.6.4, 15.1.3, 15.2
Architect's Additional Services and Expenses
2.4, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4
Architect's Administration of the Contract
3.1.3, 4.2, 3.7.4, 15.2, 9.4.1, 9.5
Architect's Approvals
2.4, 3.1.3, 3.5, 3.10.2, 4.2.7
Architect's Authority to Reject Work
3.5, 4.2.6, 12.1.2, 12.2.1
Architect's Copyright
1.1.7, 1.5
Architect's Decisions
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.5.2, 15.2, 15.3
Architect's Inspections
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.5
Architect's Instructions
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.5.2
Architect's Interpretations
4.2.11, 4.2.12
Architect's Project Representative
4.2.10
Architect's Relationship with Contractor
1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.4.2, 13.5, 15.2
Architect's Relationship with Subcontractors
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3.7
Architect's Representations
9.4.2, 9.5.1, 9.10.1
Architect's Site Visits
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5
Asbestos
10.3.1
Attorneys' Fees
3.18.1, 9.10.2, 10.3.3
Award of Separate Contracts
6.1.1, 6.1.2
Award of Subcontracts and Other Contracts for Portions of the Work
5.2
Basic Definitions
1.1
Bidding Requirements
1.1.1, 5.2.1, 11.4.1
Binding Dispute Resolution
9.7, 11.3.9, 11.3.10, 13.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.4.1
Boiler and Machinery Insurance
11.3.2
Bonds, Lien
7.3.7.4, 9.10.2, 9.10.3
Bonds, Performance, and Payment
7.3.7.4, 9.6.7, 9.10.3, 11.3.9, **11.4**
Building Permit
3.7.1

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Capitalization
1.3
Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5
Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.3
Certificates of Inspection, Testing or Approval
13.5.4
Certificates of Insurance
9.10.2, 11.1.3
Change Orders
1.1.1, 2.4, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.6, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9, 12.1.2, 15.1.3
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.1, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.3.9
Claims, Definition of
15.1.1
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.7.4, 6.1.1, 7.3.9, 10.3.2, **15.1.4**
Claims for Additional Time
3.2.4, 3.7.4, 6.1.1, 8.3.2, 10.3.2, **15.1.5**
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6
Claims Subject to Arbitration
15.3.1, 15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.3.1, 11.3.6, 11.4.1, 15.1.4
Commencement of the Work, Definition of
8.1.2
Communications Facilitating Contract Administration
3.9.1, **4.2.4**
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 13.7, 14.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 13.7
Compliance with Laws
1.6, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 10.2.2, 11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written
3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.3.1, 13.2, 13.4.2, 15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
1.1.4, **6**
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1
Construction Schedules, Contractor's
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.3
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR SUSPENSION OF THE
5.4.1.1, 11.3.9, **14**
Contract Administration
3.1.3, **4**, 9.4, 9.5
Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.2.5, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
3.7.4, 3.8, 5.2.3, 7.2, 7.3, 7.4, **9.1**, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.3.1, 14.2.4, 14.3.2, 15.1.4, 15.2.5
Contract Sum, Definition of
9.1
Contract Time
3.7.4, 3.7.5, 3.10.2, 5.2.3, 7.2.1.3, 7.3.1, 7.3.5, 7.4, 8.1.1, 8.2.1, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 14.3.2, 15.1.5.1, 15.2.5
Contract Time, Definition of
8.1.1
CONTRACTOR
3
Contractor, Definition of
3.1, 6.1.2

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User Notes: (795240293)

Contractor's Construction Schedules
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Contractor's Employees
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1
Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3.7, 12.1.2, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2, 11.3.7, 11.3.8
Contractor's Relationship with the Architect
1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
9.7
Contractor's Right to Terminate the Contract
14.1, 15.1.6
Contractor's Submittals
3.10, 3.11, 3.12.4, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.4.2
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3
Contractual Liability Insurance
11.1.1.8, 11.2
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.2.5, 3.11
Copyrights
1.5, **3.17**
Correction of Work
2.3, 2.4, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.7
Costs
2.4, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.7, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.3, 12.1.2, 12.2.1, 12.2.4, 13.5, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 11.3.1, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6
Damages for Delay
6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 15.2, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.3, 2.4, 3.5, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 15.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1
Delays and Extensions of Time
3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2, 11.1.2
Emergencies
10.4, 14.1.1.2, 15.1.4
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1
Equipment, Labor, Materials or
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5,

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3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3
Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.5, 15.2.5
Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 11.1.2, 11.1.3, 11.3.1, 11.3.5, 12.3, 14.2.4, 14.4.3
Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4
Fire and Extended Coverage Insurance
11.3.1.1
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials
10.2.4, **10.3**
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17, **3.18**, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2, 11.3.7
Information and Services Required of the Owner
2.1.2, **2.2**, 3.2.2, 3.12.4, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.4, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.2, 14.2.4, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.2, 14.2.4, 15.1.3, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.5
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.5.2
Instruments of Service, Definition of
1.1.7
Insurance
3.18.1, 6.1.1, 7.3.7, 9.3.2, 9.8.4, 9.9.1, 9.10.2, **11**
Insurance, Boiler and Machinery
11.3.2
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 11.1.2
Insurance, Loss of Use
11.3.3
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, **11.3**
Insurance, Stored Materials
9.3.2
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4
Interest
13.6
Interpretation
1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12, 15.1.4
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, **13.6**, 14, 15.2.8, 15.4
Liens
2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 13.7, 15.4.1.1
Limitations of Liability
2.3, 3.2.2, 3.5, 3.12.10, 3.17, 3.18.1, 4.2.6, 4.2.7, 4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3, 11.1.2, 11.2, 11.3.7, 12.2.5, 13.4.2
Limitations of Time
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.3.1.5, 11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15
Loss of Use Insurance
11.3.3
Material Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5
Materials, Hazardous
10.2.4, **10.3**

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Materials, Labor, Equipment and
1.1.3, 1.1.6, 1.5.1, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 15.2.8
Mediation
8.3.1, 10.3.5, 10.3.6, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1
Minor Changes in the Work
1.1.1, 3.12.8, 4.2.8, 7.1, **7.4**
MISCELLANEOUS PROVISIONS
13
Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2, 11.3.1
Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
9.6.6, 9.9.3, **12.3**
Nonconforming Work, Rejection and Correction of
2.3, 2.4, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Notice
2.2.1, 2.3, 2.4, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1, 9.7, 9.10, 10.2.2, 11.1.3, 12.2.2.1, 13.3, 13.5.1, 13.5.2, 14.1, 14.2, 15.2.8, 15.4.1
Notice, Written
2.3, 2.4, 3.3.1, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 11.3.6, 12.2.2.1, **13.3**, 14, 15.2.8, 15.4.1
Notice of Claims
3.7.4, 10.2.8, **15.1.2**, 15.4
Notice of Testing and Inspections
13.5.1, 13.5.2
Observations, Contractor's
3.2, 3.7.4
Occupancy
2.2.2, 9.6.6, 9.8, 11.3.1.5
Orders, Written
1.1.1, 2.3, 3.9.2, 7, 8.2.2, 11.3.9, 12.1, 12.2.2.1, 13.5.2, 14.3.1
OWNER
2
Owner, Definition of
2.1.1
Owner, Information and Services Required of the
2.1.2, **2.2**, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.3, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3
Owner's Authority
1.5, 2.1.1, 2.3, 2.4, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.1.3, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7
Owner's Financial Capability
2.2.1, 13.2.2, 14.1.1.4
Owner's Liability Insurance
11.2
Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner's Right to Carry Out the Work
2.4, 14.2.2
Owner's Right to Clean Up
6.3
Owner's Right to Perform Construction and to Award Separate Contracts
6.1
Owner's Right to Stop the Work
2.3
Owner's Right to Suspend the Work
14.3
Owner's Right to Terminate the Contract
14.2
Ownership and Use of Drawings, Specifications and Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, **1.5**, 2.2.5, 3.2.2, 3.11, 3.17, 4.2.12, 5.3
Partial Occupancy or Use
9.6.6, **9.9**, 11.3.1.5
Patching, Cutting and
3.14, 6.2.5
Patents
3.17
Payment, Applications for
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3
Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 13.7, 14.1.1.3, 14.2.4
Payment, Failure of
9.5.1.3, **9.7**, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
Payment, Final
4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 12.3, 13.7, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
7.3.7.4, 9.6.7, 9.10.3, **11.4**
Payments, Progress
9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3
PAYMENTS AND COMPLETION
9
Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
PCB
10.3.1

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User Notes:
(795240293)

Performance Bond and Payment Bond
7.3.7.4, 9.6.7, 9.10.3, **11.4**
Permits, Fees, Notices and Compliance with Laws
2.2.2, **3.7**, 3.13, 7.3.7.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF
10
Polychlorinated Biphenyl
10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.11, **3.12**, 4.2.7
Progress and Completion
4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.3
Progress Payments
9.3, **9.6**, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3
Project, Definition of
1.1.4
Project Representatives
4.2.10
Property Insurance
10.2.5, **11.3**
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14, 15.2.8, 15.4
Rejection of Work
3.5, 4.2.6, 12.2.1
Releases and Waivers of Liens
9.10.2
Representations
3.2.1, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.8.2, 9.10.1
Representatives
2.1.1, **3.1.1**, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1, 5.1.2, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples by Contractor
3.12
Rights and Remedies
1.1.2, 2.3, 2.4, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4, **13.4**, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, **3.12**, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, **3.12**, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.4.2, 9.10.1, 13.5
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5
Special Inspections and Testing
4.2.6, 12.2.1, 13.5
Specifications, Definition of
1.1.6
Specifications
1.1.1, **1.1.6**, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14
Statute of Limitations
13.7, 15.4.1.1
Stopping the Work
2.3, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, **11.3.7**

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Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2, 13.7
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
4.1.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2
Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3
Surety
5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7
Surety, Consent of
9.10.2, 9.10.3
Surveys
2.2.3
Suspension by the Owner for Convenience
14.3
Suspension of the Work
5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14
Taxes
3.6, 3.8.2.1, 7.3.7.4
Termination by the Contractor
14.1, 15.1.6
Termination by the Owner for Cause
5.4.1.1, **14.2**, 15.1.6
Termination by the Owner for Convenience
14.4
Termination of the Architect
4.1.3
Termination of the Contractor
14.2.2
TERMINATION OR SUSPENSION OF THE CONTRACT
14
Tests and Inspections
3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 11.4.1, 12.2.1, **13.5**
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5
Time Limits
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 12.2, 13.5, 13.7, 14, 15.1.2, 15.4
Time Limits on Claims
3.7.4, 10.2.8, **13.7**, 15.1.2
Title to Work
9.3.2, 9.3.3
Transmission of Data in Digital Form
1.6
UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 7.3.4
Use of Documents
1.1.1, 1.5, 2.2.5, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.4.2
Waiver of Claims by the Contractor
9.10.5, 13.4.2, 15.1.6
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6
Waiver of Consequential Damages
14.2.4, 15.1.6
Waiver of Liens
9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, **11.3.7**
Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7
Weather Delays
15.1.5.2
Work, Definition of
1.1.3
Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12
Written Notice
2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 12.2.2, 12.2.4, **13.3**, 14, 15.4.1
Written Orders
1.1.1, 2.3, 3.9, 7, 8.2.2, 12.1, 12.2, 13.5.2, 14.3.1, 15.1.2

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding 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 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

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

§ 1.3 CAPITALIZATION

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

§ 1.4 INTERPRETATION

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

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

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

§ 2.1.2 The Owner shall furnish to the Contractor within 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 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the

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portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

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

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

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

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

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

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

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

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

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

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§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

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

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

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

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

§ 3.5 WARRANTY

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

§ 3.6 TAXES

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

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

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

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

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

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

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall

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continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

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

§ 3.9 SUPERINTENDENT

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

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

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

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

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

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required

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submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

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

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop

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Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

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

§ 3.14 CUTTING AND PATCHING

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

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

§ 3.15 CLEANING UP

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

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

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a

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party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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

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

§ 4.2 ADMINISTRATION OF THE CONTRACT

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

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

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

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed.

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However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

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

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

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

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

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

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

§ 5.3 SUBCONTRACTUAL RELATIONS

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

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

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

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

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

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

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

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

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

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§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

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

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

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

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

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

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

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

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

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

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

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

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

§ 7.4 MINOR CHANGES IN THE WORK

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

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

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

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

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

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§ 8.2 PROGRESS AND COMPLETION

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

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

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

§ 8.3 DELAYS AND EXTENSIONS OF TIME

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

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

§ 9.3 APPLICATIONS FOR PAYMENT

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

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

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

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon

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compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

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

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

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

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

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

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the

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Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

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

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

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

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

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

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

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

§ 9.7 FAILURE OF PAYMENT

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' written 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 shut-down, 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.

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

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

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

§ 9.9 PARTIAL OCCUPANCY OR USE

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

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract

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Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

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

§ 9.10.4 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; or
.3 terms of special warranties required by the Contract Documents.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

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

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

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in

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whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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

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

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time 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
§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

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

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

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

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

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

§ 10.4 EMERGENCIES

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or 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 contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

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

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insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

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

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

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

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

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

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§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

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

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

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

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

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§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

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

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

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

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

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

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

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

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be

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sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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

§ 13.3 WRITTEN NOTICE

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

§ 13.4 RIGHTS AND REMEDIES

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

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

§ 13.5 TESTS AND INSPECTIONS

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

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

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

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

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

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

§ 13.6 INTEREST

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

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time 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 13.7.

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 or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

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

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

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

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§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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

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

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

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

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

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

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

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

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

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

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

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

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

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

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

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ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must 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 CONTINUING CONTRACT PERFORMANCE

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

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

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

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

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

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

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

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

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, 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 arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no 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.

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§ 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 such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

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

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

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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

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

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

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SECTION 00 7300
SUPPLEMENTARY CONDITIONS

PART 1 GENERAL

1.1 SUMMARY

A. These Supplementary Conditions amend and supplement the General Conditions defined in Document 00 7200 - General Conditions and other provisions of the Contract Documents as indicated below. Provisions that are not so amended or supplemented remain in full force and effect.

B. The terms used in these Supplementary Conditions that are defined in the General Conditions have the meanings assigned to them in the General Conditions.

1.2 RELATED SECTIONS

A. Section 00 5000 - Contracting Forms and Supplements.

B. Section 00 6313 - Request for Interpretation Form.

C. Section 00 7200 - General Conditions.

D. Section 01 4216 - Definitions.

1.3 MODIFICATIONS TO GENERAL CONDITIONS

A. ARTICLE 3.4 - LABOR AND MATERIALS

1. Replace Article 3.4.2 with the following Articles:

a. 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Owner will not consider requests for substitutions after date of the Agreement except as follows:

1) 3.4.2.1 Substitutions must be submitted in accordance with with provisions identified in Section 01 6000 - Product Requirements.

B. ARTICLE 3.7 - PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

1. Add the following Article 3.7.1.1:

a. 3.7.1.1 Fees required for meters, impact fees, and taps for utilities, if any, will be paid by the Contractor.

C. ARTICLE 7.2 - CHANGE ORDERS

1. Add the following Articles:

a. 7.2.2 If a proposal to adjust the Contract Sum exceeds $200 and if not otherwise provided in the Contract Documents, the Contractor, shall provide an itemized accounting together with appropriate supporting data that include:

1) 7.2.2.1 Quantities and unit costs of materials, including cost of transportation, whether incorporated or consumed.

2) 7.2.2.2 Quantities and unit costs of labor, including labor burdens such as social security and unemployment insurance, fringe benefits such as health insurance required by agreement or custom (Labor Burdens shall

not include retirement plans qualified by minimum employment time, organizational fees or dues, legal or related expenses, information technology training and the like).

3) 7.2.2.3 Quantities and unit utilization or rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others.
4) 7.2.2.4 Quantities and unit costs of on-site supervision and field office personnel directly attributable to production of the change and not included in Subparagraph 7.2.2.6.
5) 7.2.2.5 Quantities and unit costs of and insurance, use tax or similar related to the Work.
6) 7.2.2.6 Overhead and Profit; Overhead may include, but is not limited to, project management costs such as time keeping, project accounting, main office expenses, estimating, processing of documents, computers, minor tools and incidentals, that may be added to items identified in 7.2.2.1 through 7.2.2.5 provided that combined overhead and profit do not exceed the following:

Subtotal before applying overhead and profit	Under $2,000	$2,000 to $10,000	$10,001 to $50,000	Over $50,000
Contractor - For work performed by own forces	18%	16%	14%	12%
Contractor - For subcontracted work	11%	9%	6%	5%
For work performed by 1st tier Subcontractor	18%	15%	12%	9%
For work performed by 2nd tier Subcontractor	10%	8%	5%	4%
Subcontractor - Maximum aggregate O & P allowed over cost regardless of number of tiers	29%	24%	18%	14%

1) 7.2.2.7 Quantities and unit premiums for all bond costs and permit fees on items 7.2.2.1 through 7.2.2.5.
2) 7.2.2.8 State of NM Gross Receipts Tax (NMGRT).
3) 7.2.2.9 If pricing compounds, the compounding order shall be the same order as listed items 7.2.2.1 through 7.2.2.7.

D. ARTICLE 8.2 - PROGRESS AND COMPLETION
   1. Add the following Articles:
      a. 8.2.4 The Contractor agrees that the Work will be prosecuted regularly, diligently and without interruption at such rate of progress as will ensure completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time is a

reasonable time for completion of the Work, taking into consideration the average climate range and usual industrial conditions prevailing in the locality of the Project. If the Contractor neglects, fails or refuses to complete the Work within the Contract Time, or any proper extension granted by the Owner, then the Contractor agrees to pay the Owner the amount specified in the Contract Documents, not as a penalty, but as liquidated damages.

b. 8.2.5 The Owner and Contractor agree that the amount of the likely damage to the Owner for such delay is difficult to ascertain at the time of execution of this Agreement, but that a reasonable estimate of such damages for delay is set forth in the Contract Documents. Liquidated damages may be deducted from any monthly progress payments due to the Contractor or from other monies being withheld from the Contractor when a reasonable estimate of expected Substantial Completion can be determined by the Owner.

c. 8.2.6 The Owner will suffer financial loss if the Project is not completed as specified within 105 calendar days from the date of issuance of the Notice to Proceed. The Contractor (and the Contractor's Surety) shall be liable for and shall pay to the Owner liquidated damages in the amounts hereinafter stipulated for each calendar day of delay until the Work is Substantially Complete: Five hundred dollars ($500.00) per calendar day.

E. ARTICLE 9 - PAYMENTS AND COMPLETION

1. Add the following Articles:

a. 9.2.1 Include an individual line item in the Schedule of Values entitled, "Documentation and Project Close-Out" to provide a value consistent with and appropriate to required documentation provisions throughout the Contract.

1) 9.2.1.1 List the value of the "Documentation and Project Closeout" item as determined by a direct proportional amount from each line item in the Schedule of Values.

2) 9.2.1.2 The value of the Documentation and Close-Out line item shall not be less than the following:

For Total Contract Amount (excluding tax) of:	Documentation and Close-Out Amount:
Less than $20,000	$0
$20,001 - $75,000	$6,000
$75,001 - $100,000	$8,000
$100,001 - $200,000	$10,000
$200,001 - $350,000	$15,000
$350,001 - $500,000	$25,000
$500,001 - $1,000,000	$50,000
$1,000,001 - $1,500,000	$70,000
$1,500,001 - $2,000,000	$90,000
$2,000,001 - $3,000,000	$120,000
for each additional million	add $30,000

3) 9.2.1.3 If requested in writing by the Contractor, and in the sole opinion of the Owner, the Contractor is in full compliance with the documentation requirements of the Contract, the Documentation and Close-Out Schedule of Value line item may be reduced each month prior to Substantial Completion up to five percent (5%) of the originally scheduled amount or one thousand dollars ($1,000.00), whichever is greater, providing that the Documentation and Close-Out line item is not reduced to less than fifty percent (50%) of the original amount required until Close-Out is complete.

F. ARTICLE 11.1 - CONTRACTOR'S LIABILITY INSURANCE
   1. Add the following to Article 11.1.2:
      a. 11.1.2.1 Worker's Compensation Insurance: Provide as required by applicable State law for all employees engaged at the site of the Project under this Contract, including Subcontractor employees. In case any class of employee engaged in work on the Project under this Contract is not protected under the Worker's Compensation Statute, the Contractor shall provide, and cause each Subcontractor to provide Employer's Liability Insurance in an amount not less than $500,000, or as required by State law, whichever is more stringent.
      b. 11.1.2.2 Public Liability Insurance shall not be less than the liability amounts set forth in the New Mexico Tort Claims Act, §41-4-1 et seq. NMSA 1978, as it now exists or may be amended.
      c. 11.1.2.3 Comprehensive Vehicle Liability Insurance: $1,000,000 for any vehicle, per occurrence combined single limit for both personal injury and property damage.

G. ARTICLE 11.4 - PERFORMANCE BOND AND PAYMENT BOND
   1. Add the following Articles:
      a. 11.4.3 Provide Labor, Material and Performance surety bonds in amounts not less than 100 percent of the Contract amount .
      b. 11.4.4 If the contract sum is increased, the amounts of the bonds shall be increased accordingly.

H. ARTICLE 13 - MISCELLANEOUS PROVISIONS
   1. Add the following Articles:
      a. 13.8 Minimum Wage Rate Determinations: This project is subject to New Mexico State Wage Rates.
      b. 13.8.1 A copy of the Minimum Wage Rate Determinations follows this document.
      c. 13.9 Any Contractor or subcontractor that submits a bid valued at more than sixty thousand dollars ($60,000) for this work, or portion(s) of this work, must be registered with the Labor and Industrial Division of the New Mexico Labor Department; All tiers of subcontractors are subject to this requirement.
      d. 13.10 Notice is given that in addition to the requirements of the General Conditions of the Contract, Non-Resident Contractors shall comply with provisions of Sections 52-1-66; 59A-17-10.1; 59A-18-1; and 59A-18-12 NMSA 1978, pertaining to the worker's compensation insurance policy and rate for employers not domiciled in New Mexico.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF DOCUMENT

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Type "B" - GENERAL BUILDING
Effective January 1, 2018

	Base Rate	Fringe Rate	Apprenticeship
Asbestos Worker - Heat & Frost Insulator	31.76	11.11	0.67
Boilermaker	32.06	27.35	0.67
Bricklayer/Blocklayer/ Stonemason	23.52	8.10	0.67
Carpenter/Lather	24.00	9.47	0.67
Cement Mason	20.37	9.78	0.67
Electricians-Outside Classifications			
Groundman	22.36	11.34	0.67
Equipment Operator	32.08	13.77	0.67
Lineman/Tech	37.75	15.19	0.67
Cable Splicer	41.53	16.14	0.67
Inside Classifications			
Wireman/Technician	30.40	10.36	0.67
Cable Splicer	33.44	10.45	0.67
Sound Classifications			
Installer	23.39	8.31	0.67
Technician	28.95	7.52	0.67
Soundman	27.01	8.31	0.67
Elevator Constructor	41.10	32.40	0.67
Elevator Constructor Helper	28.77	32.40	0.67
Glazier	20.25	4.55	0.67
Ironworker	26.50	14.66	0.67
Painter (Brush/Roller/Spray)	16.75	5.88	0.67
Paper Hanger	16.75	5.88	0.67
Drywall Finisher/Taper	24.00	9.47	0.67
Plasterer	22.07	8.16	0.67
Plumber/Pipefitter	28.95	11.38	0.67
Roofer	23.78	7.60	0.67
Sheetmetal Worker	29.28	17.16	0.67
Soft Floor Layer	24.00	9.47	0.67
Sprinkler Fitter	29.90	19.67	0.67
Tile Setter	23.52	8.10	0.67
Tile Setter Helper/Finisher	15.59	8.10	0.67
Laborers			
Group I	16.09	5.68	0.67
Group II	17.00	5.68	0.67
Group III	18.00	5.68	0.67
Group IV	20.25	5.68	0.67
Operators			
Group I	20.32	6.47	0.67
Group II	22.38	6.47	0.67
Group III	22.82	6.47	0.67
Group IV	23.24	6.47	0.67
Group V	23.41	6.47	0.67
Group VI	23.62	6.47	0.67
Group VII	23.73	6.47	0.67
Group VIII	26.61	6.47	0.67
Group IX	28.89	6.47	0.67
Group X	32.13	6.47	0.67
Truck Drivers			
Group I	14.76	6.25	0.67
Group II	15.00	6.25	0.67
Group III	15.50	6.25	0.67
Group IV	15.51	6.25	0.67
Group V	15.60	6.25	0.67
Group VI	15.75	6.25	0.67
Group VII	15.90	6.25	0.67
Group VIII	16.11	6.25	0.67
Group IX	16.32	6.25	0.67

NOTE: All Contractors are required to pay SUBSISTENCE, ZONE AND INCENTIVE PAY according to the particular trade. Details are located in a PDF attachment at WWW.DWS.STATE.NM.US. Search Labor Relations/Labor Information/Public Works/Prevailing Wage Rates.

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STATE OF NEW MEXICO
NEW MEXICO DEPARTMENT OF
WORKFORCE SOLUTIONS
Labor Relations Division,
121 Tijeras Ave NE, Suite 3000
Albuquerque, NM 87102
www.dws.state.nm.us

Wage Decision Approval Summary

1) Project Title: Yucca Building Alterations
Requested Date: 04/02/2018
Approved Date: 04/04/2018
Approved Wage Decision Number: LE-18-0555-B

Wage Decision Expiration Date for Bids: 08/02/2018

2) Physical Location of Jobsite for Project:
Job Site Address: 101 South Commercial Ave.
Job Site City: Lovington
Job Site County: Lea

3) Contracting Agency Name (Department or Bureau): Lea County
Contracting Agency Contact's Name: Kathy McLaughlin
Contracting Agency Contact's Phone: (575) 396-8521 Ext. 2356

4) Estimated Contract Award Date: 06/11/2018

5) Estimated total project cost: $191,900.00
a. Are any federal funds involved?: No
b. Does this project involve a building?: Yes - Yucca Building: Renovate office spaces to increase size, new finishes and new exterior entrances. Renovate storage room to create classroom with countertop, sink, stove and refrigerator and new exterior entrance. Provide new handicap ramps and sidewalk along south end of building.
c. Is this part of a larger plan for construction on or appurtenant to the property that is subject to this project?: No
d. Are there any other Public Works Wage Decisions related to this project?: No
e. What is the ultimate purpose or functional use of the construction once it is completed?: Business and educational.

6) Classifications of Construction:

Classification Type and Cost Total	Description
General Building (B) **Cost:** $191,900.00	Exterior Site Work: New concrete sidewalks and handicap ramps and sidewalks, with metal railings and sidewalk culverts. Building Shell: Install three (3) new exterior HM doors. Provide new roof penetration. Interior Remodel: Replace casework and appliances in "classroom" with new plastic laminate casework, residential appliances and add a Type 2 Vapor Hood. Reconfigure office area to create four (4) office, new finishes, doors and hardware. Create a new Server Room.

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PUBLIC WORKS PROJECT REQUIREMENTS

As a participant in a Public Works project valued at more than $60,000 in the State of New Mexico, the following list addresses many of the responsibilities that are defined by statute or regulation to each project stakeholder.

Contracting Agency

- Ensure that all Contractors wishing to bid on a Public Works project when the project is $60,000 or more are actively registered with the Public Works and Apprenticeship Application (PWAA) website: http://www.dws.state.nm.us/pwaa (Contractor Registration) prior to bidding.
- Please submit Notice of Award (NOA) and Subcontractor List(s) to the PWAA website promptly after the project is awarded.
- Please update the Subcontractor List(s) on the PWAA website whenever changes occur.
- All Sub-Contractors and tiers (excluding professional services) regardless of contract amount must be listed on the Subcontractor List and must adhere to the Public Works Minimum Wage Act.
- Ninety days after project completion please go into the PWAA system and close the project. Only Contracting Agencies are allowed to close the project. Agents or Contractors are not allowed to close projects.

General Contractor

- Provide a complete Subcontractor List and Statements of Intent (SOI) to Pay Prevailing Wages for all Contractors, regardless of amount of work, to the Contracting Agency within 3 (three) days of award.
- Ensure that all Subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: http://www.dws.state.nm.us/pwaa prior to bidding when their bid will exceed $60,000.
- Submit weekly certified payroll bi-weekly to the Contracting Agency.
- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.
- Confirm the Wage Rate poster, provided in PWAA, is displayed at the job site in an easily accessible place.
- Make sure, when a project has been completed, the Affidavits of Wages Paid (AWP) are sent to the Contracting Agency.

- All Subcontractors and tiers (excluding professional services) regardless of contract amount must be listed on the Subcontractor List and must adhere to the Public Works Minimum Wage Act.

Subcontractor

- Ensure that all Subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: http://www.dws.state.nm.us/pwaa prior to bidding when their bid will exceed $60,000.
- Submit weekly certified payroll bi-weekly to the General Contractor(s).
- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.
- All Subcontractors and tiers (excluding professional services) regardless of contract amount must be listed on the Subcontractor List and must adhere to the Public Works Minimum Wage Act.

Additional Information

Reference material and forms may be found at New Mexico Department of Workforce Solutions Public Works web pages at: https://www.dws.state.nm.us/Labor-Relations/Labor-Information/Public-Works.

CONTACT INFORMATION

Contact the Labor Relations Division for any questions relating to Public Works projects by email at public.works@state.nm.us or call (505) 841-4400.

SECTION 01 1000
SUMMARY

PART 1 GENERAL

1.1 PROJECT

A. Project Name: Lea County Yucca Building Alterations.
   1. Project Address: 200 South Commercial Street, Lovington, New Mexico 88260.
B. Owner's Name: Lea County.
C. Architect's Name: Wilson & Company Engineers & Architects, Inc..
   1. Business Address: 4401 Masthead Street NE, Suite 150, Albuquerque, NM, 87109.
D. Architect's Email Address:
   1. Frank.Mackay@wilsonco.com.
E. The Project consists of the alterations of an existing building.
F. In general the Project includes, but is not limited to, the following:
   1. Sitework:
      a. Demolition of sitework elements.
      b. New ramps and sidewalks.
   2. Buildings:
      a. Demolition and alterations of building elements.
      b. New casework.
      c. New doors and hardware.
      d. New finishes.
      e. New fixtures and furnishings.
      f. Alterations to plumbing, mechanical, and electrical components.

1.2 CONTRACT DESCRIPTION

A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 00 5000 - Contracting Forms and Supplements.
B. The Contractor will be required to provide Owner with photocopies of Contractor's and all sub-contractor's current State of New Mexico contracting licenses prior to execution of the contract.

1.3 DESCRIPTION OF ALTERATIONS WORK

A. Scope of demolition and removal work is indicated on drawings and specified in Section 02 4100.
B. Scope of alterations work is indicated on drawings.
C. Owner will remove the following items before start of work:
   1. Commercial refrigerator.

1.4 WORK BY OWNER

A. Owner will supply and install the following:
   1. IT racks, equipment, and cables.

B. Owner will disconnect wiring and cables from telephones and computers before relocation by Owner.

C. Cooperate with Owner to minimize conflict with work being supplied and installed by Owner.

1.5 OWNER OCCUPANCY

A. Owner intends to occupy the Project upon Substantial Completion.

B. Owner intends to occupy portions of the building and site prior to the completion date for the conduct of normal operations.

C. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.

D. Schedule the Work to accommodate Owner occupancy.

1.6 CONTRACTOR USE OF SITE AND PREMISES

A. Arrange use of site to allow:
   1. Owner occupancy.
   2. Work by Owner.
   3. Use of site by the public.

B. Provide access to and from site as required by law and by Owner:
   1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
   2. Do not obstruct roadways, sidewalks, or other public ways without permit.

C. Time Restrictions:
   1. Work performed on exterior of building:
      a. Access to the site is limited to the hours of 6:00 am to 5:00 pm local time and work on the exterior of the building will not be permitted on Saturdays, Sundays, or legal holidays unless otherwise approved by Owner.
      b. Schedule work and use of site with Owner so as not to interfere with Owner's access and use of the facility.
   2. Work performed on interior of building:
      a. Access to interior building spaces is limited to the hours of 6:00 am to 5:00 pm local time and work on the interior of the building will not be permitted on Saturdays, Sundays, or legal holidays unless otherwise approved by Owner.
      b. Schedule work in building spaces with Owner so as not to interfere with Owner's access and use of the facility.

D. Limit conduct of noisy work as required to comply with local ordinances and/or requirements of authorities having jurisdiction.

E. Utility Outages and Shutdown:
   1. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to Owner and authorities having jurisdiction.
   2. Limit shutdown of utility services to 2 hours at a time, arranged at least 24 hours in advance with Owner.
   3. Prevent accidental disruption of utility services to other facilities.

F. Comply with Owner's security program requirements identified in Section 01 3553 Security Procedures.

G. When on grounds of project, Contractor shall not allow work force to:
   1. Smoke.
   2. Consume alcoholic beverages.
   3. Bring firearms, weapons or contraband on grounds.
   4. Use foul language.
   5. Wear clothing with foul graphics.
   6. Have conversation or other interaction students, faculty, staff, visitors, and other members of the public.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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SECTION 01 2000
PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Procedures for preparation and submittal of applications for progress payments.

B. Documentation of changes in Contract Sum and Contract Time.

C. Change procedures.

D. Correlation of Contractor submittals based on changes.

E. Procedures for preparation and submittal of application for final payment.

1.2 RELATED REQUIREMENTS

A. Section 00 5000 - Contracting Forms and Supplements: Forms to be used.

B. Document 00 5200 - Agreement Form: Contract Sum, payment period.

C. Section 00 7200 - General Conditions: Additional requirements for progress payments, final payment, changes in the Work.

D. Section 00 7300 - Supplementary Conditions: Percentage allowances for Contractor's overhead and profit.

E. Section 01 7800 - Closeout Submittals: Project record documents.

1.3 SCHEDULE OF VALUES

A. Form to be used: Refer to Section 00 5000 - Contracting Forms and Supplements.

B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect for approval.

C. Forms filled out by hand will not be accepted.

D. Schedule of Values Format: Utilize the Table of Contents of the specification sections included in the Project Manual. Identify each line item with specification Section numbers and titles.

E. Include within each line item, a direct proportional amount of Contractor's overhead and profit.

F. Revise schedule to list separate line item for each approved Change Order with each Application For Payment.

1.4 APPLICATIONS FOR PROGRESS PAYMENTS

A. Payment Period: Submit at intervals stipulated in the Agreement.

B. Form to be used: Refer to Section 00 5000 - Contracting Forms and Supplements.

C. Forms filled out by hand will not be accepted.

D. For each item, provide a column for listing each of the following:
   1. Item Number.
   2. Description of work.
   3. Scheduled Values.
   4. Previous Applications.
   5. Work in Place and Stored Materials under this Application.
   6. Authorized Change Orders.
   7. Total Completed and Stored to Date of Application.
   8. Percentage of Completion.
   9. Balance to Finish.

E. Execute certification by signature of authorized officer.

F. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.

G. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.

H. Include an individual line item in the Schedule of Values entitled, "Documentation and Project Close-Out" to provide a value consistent with and appropriate to required documentation provisions throughout the Contract.
   1. List the value of the "Documentation and Project Closeout" item as determined by a direct proportional amount from each line item in the Schedule of Values.
   2. The value of the Documentation and Close-Out line item shall not be less than the following:

For Total Contract Amount (excluding tax) of:	Documentation and Close-Out Amount:
Less than $20,000	$0
$20,001 - $75,000	$6,000
$75,001 - $100,000	$8,000
$100,001 - $200,000	$10,000
$200,001 - $350,000	$15,000
$350,001 - $500,000	$25,000
$500,001 - $1,000,000	$50,000
$1,000,001 - $1,500,000	$70,000
$1,500,001 - $2,000,000	$90,000
$2,000,001 - $3,000,000	$120,000
for each additional million	add $30,000

   3. If requested in writing by the Contractor, and in the sole opinion of the Owner, the Contractor is in full compliance with the documentation requirements of the Contract, the Documentation and Close-Out Schedule of Value line item may be reduced each month prior to Substantial Completion up to five percent (5%) of the originally scheduled amount or one thousand dollars ($1,000), whichever is greater, providing that the Documentation and Close-Out line item is not reduced to less than fifty percent (50%) of the original amount required until Close-Out is complete.

I. Submit one copy of each Application for Payment to Architect electronically, via email, in PDF format; Refer to Section 01 1000 - Summary for Architect's email address.
   1. Create PDFs at native size and right-side up; illegible files will be rejected.
   2. An electronically-signed file will be returned.
   3. Paper document submittals will not be reviewed.

J. Include the following with the application, in electronic format:
   1. Construction progress schedule, revised and current as specified in Section 01 3216.
   2. Current construction photographs specified in Section 01 3000.
   3. Partial release of liens from major subcontractors and vendors.
   4. Affidavits attesting to off-site stored products.

K. When Architect requires substantiating information, submit data justifying dollar amounts in question.

L. Incomplete applications will be returned to Contractor for resubmittal.

1.5 MODIFICATION PROCEDURES

A. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect will issue instructions directly to Contractor.

B. The Architect will advise of minor changes in the Work not involving an adjustment to Contract Sum or Contract Time as authorized by the Conditions of the Contract by issuing supplemental instructions on Architect's standard documents.

C. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
   1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
   2. Promptly execute the change.

D. For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required . Contractor shall prepare and submit a fixed price quotation within 7 days.

E. Contractor may propose a change by submitting a request for change to Architect, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on Work by separate or other contractors.

F. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
   1. Amount will be based on Contractor's price quotation, in accordance with fixed percentage mark-ups for general administration, overhead, supervision, project insurance, and profit indicated in the Supplementary Conditions.
   2. For change requested by Architect for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.

3. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by Architect.
4. For pre-determined unit prices and quantities, the amount will based on the fixed unit prices.
5. For change ordered by Architect without a quotation from Contractor, the amount will be determined by Architect based on the Contractor's substantiation of costs as specified for Time and Material work.

G. Substantiation of Costs: Provide full information required for evaluation.
   1. Provide the following data:
      a. Quantities of products, labor, and equipment.
      b. Taxes, insurance, and bonds.
      c. Overhead and profit.
      d. Justification for any change in Contract Time.
      e. Credit for deletions from Contract, similarly documented.
   2. Support each claim for additional costs with additional information:
      a. Origin and date of claim.
      b. Dates and times work was performed, and by whom.
      c. Time records and wage rates paid.
      d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
   3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.

H. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

I. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.

J. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.

K. Promptly enter changes in Project Record Documents.

1.6 APPLICATION FOR FINAL PAYMENT

A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.

B. Application for Final Payment will not be considered until the following have been accomplished:
   1. All closeout procedures specified in Section 01 7000.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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SECTION 01 2513
PRODUCT SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Requirements for substitution procedures.

1.2 RELATED REQUIREMENTS

A. Document 02113 - Instructions to Bidders.

B. Section 00 7200 – General Conditions.

C. Section 00 7300 - Supplementary Conditions

D. Section 01 2514 - Contractor Substitution Request Form.

E. Section 01 6000 – Product Requirements.

1.3 DEFINITIONS

A. Bidder: Refer to Section 01 4216 - Definitions.

1.4 SUBSTITUTIONS

A. Prior to the date of receipt of bids, the Architect will consider requests from Bidders for substitutions.
   1. Submit substitution requests in accordance with procedures and time limitations stated in Document 01 6000 - Product Requirements.
   2. Approved substitutions will be published to Bidders by Addendum.

B. After Contract award:
   1. Refer to Section 01 6000 - Product Requirements.

C. Submit separate request for each substitution with Contractor Substitution Request Form included in Section 01 2514. Copy of form follows this Section. Provide Contractor's data documenting need for substitution and substantiating compliance of proposed product with Contract Documents. Include proposed changes to contract amount and time if substitution is accepted.
   1. Submit Substitution Request Forms to the Architect electronically by converting Substitution Request Forms and Contractor's data into a single Portable Document Format (PDF) file less than 10 Mb in size, and submit to the Architect's email address indicated in Section 01 1000.
   2. Substitution Request Forms submitted to email addresses other than the Architect's email address identified in Section 01 1000 will not be considered.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECTION (NOT USED)

END OF SECTION

SECTION 01 2514

CONTRACTOR SUBSTITUTION REQUEST FORM

LEA COUNTY YUCCA BUILDING ALTERATIONS

THE UNDERSIGNED, AS CONTRACTOR FOR THE ABOVE PROJECT, REQUESTS THAT THE FOLLOWING PRODUCT BE ACCEPTED FOR USE IN THE PROJECT:

1.1 PRODUCT: _____

A. Model Number: _____

B. Manufacturer: _____

C. Manufacturer's Address: _____

1.2 THE ABOVE PRODUCT WOULD BE USED IN LIEU OF:

A. Product: _____ specified in

1. Section: _____.
2. Paragraph: _____.

B. Reason for substitution request: _____.

1.3 CONTRACTOR HAS ATTACHED THE FOLLOWING CIRCLED ITEMS:

A. Product description including specifications, performance and test data, and applicable reference standards.

B. Drawings.

C. Photographs.

D. Samples.

E. Tabulated comparison with specified product.

F. For items requiring color selections, full range of manufacturer's color samples.

G. Documentation of reason for request.

H. Cost data for comparing proposed substitution with specified product.

I. Other attachments as follows:

1. _____.
2. _____.
3. _____.
4. _____.

1.4 CONTRACTOR CERTIFICATION

A. The undersigned certifies that the following statements are correct. Explanations for all items which are not true are attached.

1.	Proposed substitution has been thoroughly investigated and function, appearance, and quality meet or exceed that of specified product.	TRUE	FALSE
2.	Same warranty will be provided for substitution as for specified product.	TRUE	FALSE
3.	No aspect of Project will require re-design.	TRUE	FALSE
4.	Use of substitution will not adversely affect dimensions shown on Drawings.	TRUE	FALSE
5.	Maintenance service and replacement parts for proposed substitution will be readily available in [Albuquerque, NM, Bernalillo County, NM] [_____]	TRUE	FALSE
6.	Proposed substitution does not contain asbestos in any form.	TRUE	FALSE
7.	Use of substitution will not adversely affect construction schedule and date of completion.	TRUE	FALSE
8.	Use of substitution will not adversely affect work of other trades.	TRUE	FALSE
9.	All changes to Contract Sum related to use of proposed substitution are included in price listed below. Contractor waives claims for additional costs related to acceptance of substitution which may subsequently become apparent.	TRUE	FALSE
10.	Costs of modifying project design caused by use of proposed substitution which subsequently become apparent will be paid for by Contractor.	TRUE	FALSE

B. If substitution request is accepted:
   1. Contract Sum will be [decreased] [increased] by $ _____.
   2. Contract Time will be [decreased] [increased] by _____ calendar days.

C. Submitted by:
   1. Qualified Bidder:_____.
   2. Address:_____.
   3. Telephone Number:_____.
   4. Email Address: _____.
   5. Authorized Person Submitting Request: _____.
   6. Title: _____.
   7. Date:_____.

1.5 NOTE TO CONTRACTOR:

A. Form must be submitted to Architect electronically, in accordance with Section 01 2513.

END OF CONTRACTOR SUBSTITUTION REQUEST FORM

SECTION 01 3000
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. General administrative requirements.
B. Site mobilization meeting.
C. Progress meetings.
D. Progress photographs.
E. Submittals for review, information, and project closeout.
F. Number of copies of submittals.
G. Requests for Interpretation (RFI) procedures.
H. Submittal procedures.

1.2 RELATED REQUIREMENTS

A. Section 00 6313 – Request for Interpretation Form: Format requirements for RFI forms.
B. Section 00 7200 - General Conditions: Dates for applications for payment.
C. Section 01 2000 - Price and Payment Procedures: Submittal requirements for applications for payments.
D. Section 01 3119.13 - Preconstruction Meeting: Required attendance, agenda.
E. Section 01 3216 - Construction Progress Schedule: Form, content, and administration of schedules.
F. Section 01 3553 Security Procedures.
G. Section 01 4000 - Quality Requirements: Manufacturers' field services and reports.
H. Section 01 5000 - Temporary Facilities and Controls: Temporary utilities, sanitary facilities, controls, barriers, access, and other requirements.
I. Section 01 6000 - Product Requirements: General product requirements.
J. Section 01 7000 - Execution and Closeout Requirements: Additional coordination requirements.
K. Section 01 7800 - Closeout Submittals: Project record documents; operation and maintenance data; warranties and bonds.

1.3 GENERAL ADMINISTRATIVE REQUIREMENTS

A. Conform to requirements of Section 01 7000 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.

B. Make the following types of submittals to Architect:
   1. Requests for Interpretation (RFI).
   2. Requests for substitution.
   3. Shop drawings, product data, and samples.
   4. Test and inspection reports.
   5. Design data.
   6. Manufacturer's instructions and field reports.
   7. Applications for payment and change order requests.
   8. Progress schedules.
   9. Coordination drawings.
   10. Correction Punch List and Final Correction Punch List for Substantial Completion.
   11. Closeout submittals.

1.4 SUBMITTALS

A. Refer to Section 01 3000 - Administrative Requirements, for submittal procedures.

B. Contractor's Personnel List: Prior to the Pre-Construction Conference, submit a list of Contractor's principal staff assignments for Project.
   1. Indicate names, duties and responsibilities, addresses, emergency contact information and telephone numbers.
   2. Include resume of proposed Project Superintendent showing prior experience as superintendent on projects of similar size and scope.
   3. Naming more than one Project Superintendent to be in charge depending which is present at the site is not be acceptable.
   4. Notify Architect prior to any proposed change in Project Superintendent during the progress of the Work.

C. Submittal Schedule: Provide Owner with submittal schedule within 14 days of execution of the Contract.
   1. Provide submittal schedule in accordance with Section 00 7200 - General Conditions.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 PRECONSTRUCTION MEETING

A. Refer to Section 01 3119.13 - Preconstruction Meeting.

3.2 SITE MOBILIZATION MEETING

A. Schedule meeting at the Project site prior to Contractor occupancy.

B. Attendance Required:
   1. Contractor.
   2. Owner.
   3. Architect.
   4. Contractor's superintendent.
   5. Major subcontractors.

C. Agenda:
   1. Use of premises by Owner and Contractor.
   2. Owner's requirements.
   3. Site Mobilization Plan.
   4. Owner's requirements .
   5. On-site location of stored materials.
   6. Site access and parking.
   7. Compliance with Owner's security requirements.
   8. Construction facilities and controls provided by Owner.
   9. Security and housekeeping procedures.
   10. Schedules.
   11. Application for payment procedures.
   12. Procedures for testing.
   13. Procedures for maintaining record documents.
   14. Requirements for start-up of equipment.

D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.3 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of the work at maximum bi-monthly intervals.

B. Attendance Required:
   1. Contractor.
   2. Owner.
   3. Architect.
   4. Contractor's superintendent.

C. Agenda:
   1. Review minutes of previous meetings.
   2. Review of work progress.
   3. Field observations, problems, and decisions.
   4. Safety updates and improvements.
   5. Identification of problems that impede, or will impede, planned progress.
   6. Review of submittals schedule and status of submittals.
   7. Review of RFIs log and status of responses.
   8. Review of off-site fabrication and delivery schedules.

9. Maintenance of progress schedule.
10. Corrective measures to regain projected schedules.
11. Planned progress during succeeding work period.
12. Coordination of projected progress.
13. Maintenance of quality and work standards.
14. Review and status of Architect's Supplemental Instructions.
15. Review and status of modifications to the Contract.
16. Effect of proposed changes on progress schedule and coordination.
17. Review and status of Contractor's applications for payment.
18. Other business relating to work.

D. Record minutes and distribute copies within ten days after meeting to participants, with electronic copies to Architect, Owner, participants, and those affected by decisions made.

3.4 CONSTRUCTION PROGRESS SCHEDULE - SEE SECTION 01 3216

3.5 REQUESTS FOR INTERPRETATION (RFI)

A. Definition: Refer to Section 01 4216 – Definitions.

B. Whenever possible, request clarifications at the next appropriate project progress meeting, with response entered into meeting minutes, rendering unnecessary the issuance of a formal RFI.

C. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of the Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
   1. Prepare a separate RFI for each specific item.
      a. Review, coordinate, and comment on requests originating with subcontractors and/or materials suppliers.
      b. Do not forward requests which solely require internal coordination between subcontractors.
   2. Combine RFI and its attachments into a single electronic file.

D. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
   1. Include in each request Contractor's signature attesting to good faith effort to determine from the Contract Documents information requiring interpretation.
   2. Unacceptable Uses for RFIs: Do not use RFIs to request the following:
      a. Approval of submittals (use procedures specified elsewhere in this section).
      b. Approval of substitutions (see Section - 01 6000 - Product Requirements)
      c. Changes that entail change in Contract Time and Contract Sum (comply with provisions of the Conditions of the Contract).
      d. Different methods of performing work than those indicated in the Contract Drawings and Specifications (comply with provisions of the Conditions of the Contract).

3. Improper RFIs: Requests not prepared in conformance to requirements of this section, and/or missing key information required to render an actionable response. They will be returned without a response, with an explanatory notation.
4. Frivolous RFIs: Requests regarding information that is clearly indicated on, or reasonably inferable from, the Contract Documents, with no additional input required to clarify the question. They will be returned without a response, with an explanatory notation.
    a. The Owner reserves the right to assess the Contractor for the costs (on time-and-materials basis) incurred by the Architect, and any of its consultants, due to processing of such RFIs.

E. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
1. Format: Refer to Section 00 6313 – Request for Interpretation Form.
2. Official Project name and number, and any additional required identifiers established in Contract Documents.
3. Owner's, Architect's, and Contractor's names.
4. Discrete and consecutive RFI number, and descriptive subject/title.
5. Issue date, and requested reply date.
6. Reference to particular Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
7. Annotations: Field dimensions and/or description of conditions which have engendered the request.
8. Contractor's suggested resolution: A written and/or a graphic solution, to scale, is required in cases where clarification of coordination issues is involved, for example; routing, clearances, and/or specific locations of work shown diagrammatically in Contract Documents. If applicable, state the likely impact of the suggested resolution on Contract Time or the Contract Sum.

F. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.

G. RFI Log: Prepare and maintain a tabular log of RFIs for the duration of the project.
1. Indicate current status of every RFI. Update log promptly and on a regular basis.
2. Note dates of when each request is made, and when a response is received.
3. Highlight items requiring priority or expedited response.
4. Highlight items for which a timely response has not been received to date.
5. Identify and include improper or frivolous RFIs.

H. Review Time: Architect will respond and return RFIs to Contractor within ten calendar days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 12:00 noon will be considered as having been received on the following regular working day.

I. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Owner.

1. Response may include a request for additional information, in which case the original RFI will be deemed as having been answered, and an amended one is to be issued forthwith. Identify the amended RFI with an R suffix to the original number.
2. Do not extend applicability of a response to specific item to encompass other similar conditions, unless specifically so noted in the response.
3. Upon receipt of a response, promptly review and distribute it to all affected parties, and update the RFI Log.
4. Notify Architect within seven calendar days if an additional or corrected response is required by submitting an amended version of the original RFI, identified as specified above.

3.6 SUBMITTAL SCHEDULE

A. Submit to Architect for review a schedule for submittals in tabular format.
   1. Submit at the same time as the preliminary schedule.
   2. Coordinate with Contractor's construction schedule and schedule of values.
   3. Format schedule to allow tracking of status of submittals throughout duration of construction.
   4. Arrange information to include scheduled date for initial submittal, specification number and title, submittal category (for review or for information), description of item of work covered, and role and name of subcontractor.
   5. Account for time required for preparation, review, manufacturing, fabrication and delivery when establishing submittal delivery and review deadline dates.
      a. For assemblies, equipment, systems comprised of multiple components and/or requiring detailed coordination with other work, allow for additional time to make corrections or revisions to initial submittals, and time for their review.

3.7 SUBMITTALS FOR REVIEW

A. When the following are specified in individual sections, submit them for review:
   1. Product data.
      a. Clearly indicate applicable products, materials, colors, and other information as necessary for identification. Product Data that has not been properly edited by the Contractor will be returned for resubmittal.
   2. Shop drawings.
      a. Format: In order to help expedite review the Contractor is encouraged to provide shop drawings that are formatted to comply with version 5.0 of the U.S. National CAD Standard (NCS).
   3. Samples for selection.
   4. Samples for verification.

B. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.

C. Samples will be reviewed for aesthetic, color, or finish selection.

D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 7800 - Closeout Submittals.

3.8 SUBMITTALS FOR INFORMATION

A. When the following are specified in individual sections, submit them for information:
   1. Design data.
   2. Certificates.
   3. Test reports.
   4. Inspection reports.
   5. Manufacturer's instructions.
   6. Manufacturer's field reports.
   7. Other types indicated.

B. Submit for Architect's knowledge as contract administrator or for Owner.

3.9 SUBMITTALS FOR PROJECT CLOSEOUT

A. Submit Correction Punch List for Substantial Completion.

B. Submit Final Correction Punch List for Substantial Completion.

C. When the following are specified in individual sections, submit them at project closeout in conformance to requirements of Section 01 7800 - Closeout Submittals:
   1. Project record documents.
   2. Operation and maintenance data.
   3. Warranties.
   4. Bonds.
   5. Other types as indicated.

D. Submit for Owner's benefit during and after project completion.

3.10 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.

3.11 SUBMITTAL PROCEDURES

A. General Requirements:
   1. Use a separate transmittal for each item.
   2. Transmit using approved form.
   3. Sequentially number each submittal with an original number in accordance with the following procedures.
      a. Identify the first submittal of each specification section with the section number followed by a hyphen and the numerals 01 (Example: 05 5000-01).
      b. Identify separate submittals containing other products from the same specification section (if applicable), by the section number followed by a hyphen and sequential numbers 02, 03, etc. (Example: 05 5000-02).

c. Do not use the same submittal number for products from different specification sections.
d. Identify resubmittals with the original submittal number and the suffix A, B, C, etc., for each resubmittal necessary (Example: 05 5000-01A).
e. Submittals that have not been identified in accordance with these procedures will not be recognized or processed.

4. Identify: Project; Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on each copy.
5. Apply Contractor's stamp, signed or initialed certifying that review, approval, 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.
   a. Submittals from sources other than the Contractor, or without Contractor's stamp will not be acknowledged, reviewed, or returned.
6. Apply Contractor's stamp, signed or initialed certifying that review, approval, 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.
   a. Submittals that do not bear the Contractor's signed stamp will not be recognized or processed.
7. Deliver each submittal on date noted in submittal schedule, unless an earlier date has been agreed to by all affected parties, and is of the benefit to the project.
   a. Send submittals in electronic format via email to Architect.
8. Schedule submittals to expedite the Project, and coordinate submission of related items.
   a. Submit each material that requires color selection by Architect within 30 days of issuance of the Notice to Proceed. In order to coordinate finish selections Architect reserves the right to withhold review of submittals with color selections until all submittals requiring color selections are received. Upon Architect's receipt of all color materials allow 14 days for review, excluding delivery time to and from the Contractor.
   b. For each submittal review that does not involve color selections by Architect, allow 14 days excluding delivery time to and from the Contractor.
   c. For sequential reviews involving Architect's consultants, Owner, or another affected party, allow an additional 7 days.
9. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
10. Provide space for Contractor and Architect review stamps.
11. When revised for resubmission, identify all changes made since previous submission.
12. Distribute reviewed submittals. Instruct parties to promptly report inability to comply with requirements.
13. Incomplete submittals will not be reviewed, unless they are partial submittals for distinct portion(s) of the work, and have received prior approval for their use.
14. Submittals not requested will be recognized, and will be returned "Not Reviewed",

B. Product Data Procedures:
   1. Submit only information required by individual specification sections.
   2. Collect required information into a single submittal.
   3. Submit concurrently with related shop drawing submittal.
   4. Do not submit (Material) Safety Data Sheets for materials or products.

C. Shop Drawing Procedures:
   1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related work.
   2. Use of reproductions of the Contract Documents in digital data form to create shop drawings:
      a. Contractor will be required to execute Architect's Media Release Form prior to use of reproductions of the Contract Documents.
      b. Files may only be used to expedite production of shop drawings for this project. Use for another project or purpose is prohibited.
      c. Use of files is solely at receiver's risk. Architect does not warrant accuracy of files. Receiving files in electronic form does not relieve receiver of responsibilities for measurements, dimensions and quantities set forth in contract documents. In event of ambiguity, discrepancy or conflict between information on electronic media and that in contract documents, notify Architect of discrepancy and use information in hard copy drawings and specifications.
      d. Files do not necessarily represent latest contract documents, existing conditions, and record drawings. Receiver is responsible for incorporating addenda and modifications (Change Orders and Architect's Supplemental Instructions).
      e. Architect will not be responsible for computer viruses that may be present in digital files or their consequences, and receiver shall hold Architect harmless against costs, losses or damage caused by presence of computer virus in files or media.
   3. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.

D. Samples Procedures:
   1. Transmit related items together as single package.
   2. Identify each item to allow review for applicability in relation to shop drawings showing installation locations.
   3. Include with transmittal high-resolution image files of samples to facilitate electronic review and approval. Provide separate submittal page for each item image.

E. Transmit each submittal to Architect electronically, via email, in Portable Document Format (PDF); Refer to Section 01 1000 - Summary for Architect's email address.
   1. Create PDFs at native size and right-side up; illegible files will be rejected.
   2. An electronically-marked up file will be returned.
   3. Paper document submittals will not be reviewed.

F. Transmit each submittal to Architect with form identified in Section 00 5000.

G. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, as appropriate on each copy.

H. Contract Time will not be extended for rejected submittals; or for submittals that are required to be revised and resubmitted; or for submittals not processed or recognized because they were submitted without Contractor's stamp.

I. Resubmittals: Architect will record time required to review resubmittals after original submittal and first resubmittal. Contractor shall reimburse Owner for charges of Architect and Architect's Consultants for reviewing submittal more than two times ("additional submittal review effort" hereafter).
   1. Payment for Architect's charges to the Owner for additional submittal review effort will be charged to the Contractor by deducting Architect's charges from the Contract Sum.

3.12 SUBMITTAL REVIEW

A. Submittals for Review: Architect will review each submittal, and approve, or take other appropriate action.

B. Submittals for Information: Architect will acknowledge receipt and review. See below for actions to be taken.

C. Architect's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.
   1. Notations may be made directly on submitted items and/or listed on appended Submittal Review cover sheet.

D. Architect's and consultants' actions on items submitted for review:
   1. Authorizing purchasing, fabrication, delivery, and installation:
      a. "Approved", or language with same legal meaning.
      b. "Approved as Noted, Resubmission not required", or language with same legal meaning.
         1) At Contractor's option, submit corrected item, with review notations acknowledged and incorporated.
   2. Not Authorizing fabrication, delivery, and installation:
      a. "Revise and Resubmit".
         1) Resubmit revised item, with review notations acknowledged and incorporated.
      b. "Rejected".
         1) Submit item complying with requirements of Contract Documents.
   3. Items indicated by the Architect or the Architect's consultants as "Revise and Resubmit" or "Rejected" results in all items in the submittal to be resubmitted.

END OF SECTION

SECTION 01 3119.13
PRECONSTRUCTION MEETING

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Attendance requirements.

B. Preconstruction meeting agenda.

1.2 RELATED REQUIREMENTS

A. Section 01 2000 - Price and Payment Procedures: Additional payment and modification procedures.

B. Section 01 3000 - Administrative Requirements:
   1. Site mobilization meeting.
   2. Progress meetings.
   3. Construction progress schedule.
   4. Progress photographs.
   5. Coordination drawings.
   6. Submittals for review, information, and project closeout.

C. Document 00 7200 - General Conditions: Dates for applications for payment.

D. Section 01 3216 - Construction Progress Schedule: Form, content, and administration of schedules.

E. Section 01 7000 - Execution and Closeout Requirements: Additional coordination requirements.

F. Section 01 7800 - Closeout Submittals: Project record documents.

G. Section 01 7900 – Demonstration and Training: Demonstration of products and systems and training of Owner's personnel.

1.3 ADMINISTRATIVE REQUIREMENTS

A. Owner will schedule a meeting after Notice of Award.

B. Pre-Construction Meeting will be conducted after execution of the Agreement and prior to issuance of Notice To Proceed.

C. Meeting time and location: Meeting will be conducted at the site or other convenient location, as determined by the Owner.

D. Architect will record minutes and distribute copies after meeting to participants, with electronic copies to Owner, Contractor, participants, and those affected by decisions made.

E. Attendance Required:
   1. Owner.
   2. Architect.
   3. Contractor.
   4. Contractor's Superintendent.
   5. Major Subcontractors.

F. Agenda:
   1. Self-Introduction of Attendees.
      a. Provide name, company, and position on the project team.
      b. Verify if representing Architect, Owner, Contractor, Sub-Contractors, Suppliers, or others.
   2. Sign-In Sheet: Verify attendees have signed sign-in sheet.
   3. Submission of executed bonds and insurance certificates.
   4. Distribution of Contract Documents.
   5. Submission of schedule of values, and progress schedule.
   6. Status of permits.
   7. Status of Notice to Proceed.
   8. Scheduling.
      a. Contract Time: Refer to Article 8.2 in Document 00 7300 - Supplementary Conditions.
      b. Substantial Completion date.
      c. Liquidated damages are included in this Project.
         1) Refer to Article 8.2 in Document 00 7300 - Supplementary Conditions.
      d. Delivery priorities.
      e. Schedule:
         1) Refer to Document 00 7200 - General Requirements.
         2) Refer to Section 01 2000 - Price and Payment Procedures.
         3) Refer to Section 01 3000 - Administrative Requirements.
         4) Refer to Section 01 3216 - Construction Progress Schedule:
   9. Site Mobilization:
      a. Site Mobilization Items: Refer to Site Mobilization Meeting Article in Section 01 3000 - Administrative Requirements.
      b. Also refer to Article 3.13 of Document 00 7200 - General Conditions.
      c. Also refer to Section 01 1000 - Summary.
   10. Temporary Utilities:
      a. Refer to Section 01 1000 - Summary.
      b. Procedures for spotting of utility lines.
      c. Refer to Section 01 5000 - Temporary Facilities and Controls.
   11. Work force restrictions; Behavior of work force on site.
      a. Refer to Section 01 1000 - Summary.
      b. Owner's security requirements.
      c. Tool inventory.
   12. Contractor Use of Site and Premises:
      a. Refer to Section 01 1000 - Summary.
      b. Refer to Article 3.13 of Document 00 7200 - General Conditions.

13. Communications Facilitating Contract Administration:
    a. Owner and Contractor must communicate with each other in writing through the Architect.
14. Procedures and processing of modifications.
    a. Requests for Interpretation (RFIs):
        1) Must be submitted and processed in accordance with Section 00 6313 – Request for Interpretation Form.
        2) RFIs: Cannot be used to modify the contract documents.
    b. Field decisions: Must be documented in writing using one of the following:
    c. Modifications: Must be documented in writing using one of the following:
        1) Architect's Supplemental Instructions (ASI).
        2) Construction Change Directive Form (CCD).
        3) Work Changes Proposal Request Form (WCPR).
        4) Change Orders.
15. Procedures and processing of submittals.
    a. General requirements: Refer to Section 01 3000.
    b. Must be submitted electronically via email - Refer to Section 01 3000.
    c. Submittal Numbering System: In accordance with Submittal Procedures article included in this Section.
    d. Submittals: Cannot be used to modify the contract documents.
16. Procedures and processing of substitutions.
    a. Substitutions: Not allowed after the bid phase except as identified in Section 01 6000 - Product Requirements.
17. Procedures and processing applications for payments:
    a. Refer to Document 00 7200 - General Conditions.
    b. Refer to Document 01 2000 - Price and Payment Procedures.
    c. Confirm form that will be used.
    d. Continuation Sheet Format: Utilize the Table of Contents of this Project Manual; Identify each line item with number and title of the specification Section.
    e. Submit form for Architect's approval at least two weeks prior to submitting first application for payment.
    f. Must be submitted electronically via email - Refer to Section 01 2000.
    g. Applications for Payment: Must be accompanied by updated schedule and other documents in accordance with Section 01 2000.
18. Procedures and processing of contract closeout procedures:
    a. Related documents include, but are not limited to, the following:
        1) Refer to Section 01 7800 - Closeout Submittals: Project record documents, operation and maintenance data, warranties and bonds.
19. Wage Rates: Refer to Section 00 7300 - Supplementary Conditions.
20. Progress meeting schedule.
21. Security, Contractor's use of keys, safety, first aid, and housekeeping.

22. Emergency contact information.
    a. Owner:
        1) Owner's Primary Point of Contact.
        2) Owner's Secondary Point of Contact.
    b. Architect:
        1) Architect's Primary Point of Contact.
        2) Architect's Secondary Point of Contact.
    c. Contractor:
        1) Contractor's Primary Point of Contact.
        2) Contractor's Secondary Point of Contact.
23. Procedures for maintaining project record documents.
24. Inspection and acceptance of equipment put into service during construction.
25. Photography requirements and Owner's restrictions.
26. Other pertinent items.
27. Additional Requirements: Refer to individual Documents and Sections in the Project Manual.
28. Q & A.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.1 EXAMINATION

A. Tour Site.

END OF PRE-CONSTRUCTION MEETING AGENDA

SECTION 01 3216
CONSTRUCTION PROGRESS SCHEDULE

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Preliminary schedule.

B. Construction progress schedule, bar chart type.

1.2 RELATED SECTIONS

A. Section 00 7200 - General Conditions.

B. Section 00 7300 - Supplementary Conditions.

1.3 SUBMITTALS

A. Within 10 days after date of Agreement, submit preliminary schedule defining planned operations for the first 60 days of Work, with a general outline for remainder of Work.

B. If preliminary schedule requires revision after review, submit revised schedule within 5 days.

C. Within 10 days after review of preliminary schedule, submit draft of proposed complete schedule for review.

D. Within 10 days after joint review, submit complete schedule.

E. Transmit schedules to Architect electronically, via email, in PDF format; Refer to Section 01 1000 - Summary for Architect's email address.

1. Create PDFs at native size and right-side up; illegible files will be rejected.
2. If required, an electronically-marked up file will be returned.
3. Paper document submittals will not be reviewed.

F. Submit updated schedule with each Application for Payment.

1. No action will be taken on the Application for Payment until the schedule is approved by the Architect. If the schedule requires revision after Architect's review, no action will be taken on the Application for Payment until the resubmitted schedule is approved.

1.4 QUALITY ASSURANCE

A. Scheduler: Contractor's personnel or specialist Consultant specializing in CPM scheduling with five years minimum experience in scheduling construction work of a complexity comparable to this Project, and having use of computer facilities capable of delivering a detailed graphic printout within 48 hours of request.

B. Contractor's Administrative Personnel: 3 years minimum experience in using and monitoring CPM schedules on comparable projects.

1.5 SCHEDULE FORMAT

A. Listings: In chronological order according to the start date for each activity. Identify each activity with the applicable specification section number.

B. Sheet Size: Multiples of 8-1/2 x 11 inches.

C. Scale and Spacing: To allow for notations and revisions.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 PRELIMINARY SCHEDULE

A. Prepare preliminary schedule in the form of a horizontal bar chart.

3.2 CONTENT

A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.

B. Identify each item by specification section number.

C. Identify work of separate stages and other logically grouped activities.

D. Provide sub-schedules to define critical portions of the entire schedule.

E. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.

F. Coordinate content with schedule of values specified in Section 01 2000 - Price and Payment Procedures.

G. Provide legend for symbols and abbreviations used.

3.3 BAR CHARTS

A. Include a separate bar for each major portion of Work or operation.

B. Identify the first work day of each week.

3.4 REVIEW AND EVALUATION OF SCHEDULE

A. Participate in joint review and evaluation of schedule with Architect at each submittal.

B. Evaluate project status to determine work behind schedule and work ahead of schedule.

C. After review, revise as necessary as result of review, and resubmit within 10 days.

3.5 UPDATING SCHEDULE

A. Maintain schedules to record actual start and finish dates of completed activities.

B. Indicate progress of each activity to date of revision, with projected completion date of each activity.

C. Update diagrams to graphically depict current status of Work.

D. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.

E. Indicate changes required to maintain Date of Substantial Completion.

F. Submit reports required to support recommended changes.

3.6 DISTRIBUTION OF SCHEDULE

A. Distribute copies of updated schedules to Contractor's project site file, to subcontractors, suppliers, Architect, Owner.

B. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.

END OF SECTION

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SECTION 01 3553
SECURITY PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Security measures including miscellaneous restrictions.

1.2 SECURITY PROGRAM

A. Comply with Owner's security program requirements.

1.3 RESTRICTIONS

A. Personnel on site, directly or indirectly in the employ of Contractor are restricted from interaction with Owner; Owner's staff; and other members of the public, staff, and visitors while on, or adjacent to the site except through jobsite meetings conducted by the Architect and the Owner or as otherwise determined by the Owner.

B. Do not take photographs of staff, visitors, and other members of the public.

C. Communications with non-project related persons on or near the site shall be conducted by the Contractor's Project Manager or Project Superintendent.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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SECTION 01 4000
QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Submittals.
B. Quality assurance.
C. Control of installation.
D. Mock-ups.
E. Tolerances.
F. Manufacturers' field services and reports.
G. Defect Assessment.

1.2 RELATED REQUIREMENTS

A. Document 00 3100 - Available Project Information: Soil investigation data and testing for earthwork.
B. Document 00 7200 - General Conditions: Inspections and approvals required by public authorities.
C. Section 01 3000 - Administrative Requirements: Submittal procedures.
D. Section 01 4216 - Definitions.
E. Section 01 4219 - Reference Standards.
F. Section 01 6000 - Product Requirements: Requirements for material and product quality.
G. Section 23 0593 - Testing Adjusting, and Balancing: Testing and balancing of HVAC system to be paid for by Contractor.

1.3 REFERENCE STANDARDS

A. ASTM C 94/C94M - Standard Specification for Ready-Mixed Concrete; 2000.
B. ASTM C1021 - Standard Practice for Laboratories Engaged in Testing of Building Sealants; 2008 (Reapproved 2014).
C. ASTM C1077 - Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation; 2017.
D. ASTM C1093 - Standard Practice for Accreditation of Testing Agencies for Masonry; 2015a, with Editorial Revision (2016).
E. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2012a.

F. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection; 2014a.

G. ASTM E543 - Standard Specification for Agencies Performing Nondestructive Testing; 2015.

1.4 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

B. Test Reports: After each test/inspection, promptly submit two copies of report to Architect and to Contractor.
   1. Include:
      a. Date issued.
      b. Project title and number.
      c. Name of inspector.
      d. Date and time of sampling or inspection.
      e. Identification of product and specifications section.
      f. Location in the Project.
      g. Type of test/inspection.
      h. Date of test/inspection.
      i. Results of test/inspection.
      j. Conformance with Contract Documents.
      k. When requested by Architect, provide interpretation of results.
   2. Test report submittals are for Architect's knowledge as contract administrator for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents, or for Owner's information.

C. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect, in quantities specified for Product Data.
   1. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
   2. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.

D. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

E. Manufacturer's Field Reports: Submit reports for Architect's benefit as contract administrator or for Owner.
   1. Submit report within 30 days of observation to Architect for information.
   2. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

1.5 QUALITY ASSURANCE

A. Testing Agency Qualifications:
   1. Prior to start of Work, submit agency name, address, and telephone number, and names of full time specialist and responsible officer.

1.6 TESTING AND INSPECTION AGENCIES AND SERVICES

A. Contractor shall employ and pay for services of an independent testing agency to perform specified testing.

B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

C. Contractor Employed Agency:
   1. Testing agency: Comply with requirements of ASTM E329, ASTM E543, ASTM C1021, ASTM C1077, ASTM C1093, and ASTM D 3740.
   2. Inspection agency: Comply with requirements of ASTM D3740 and ASTM E329.
   3. Laboratory Staff: Maintain a full time specialist on staff to review services.
   4. Testing Equipment: Calibrated at reasonable intervals either by NIST or using an NIST established Measurement Assurance Program, under a laboratory measurement quality assurance program.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.

B. Comply with manufacturers' instructions, including each step in sequence.

C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.

D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Have Work performed by persons qualified to produce required and specified quality.

F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.

G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.2 MOCK-UPS

A. Before installing portions of the Work where mock-ups are required, for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work. The purpose of mock-up is to demonstrate the proposed range of aesthetic effects and workmanship.

B. Accepted mock-ups establish the standard of quality the Architect will use to judge the Work.

C. Notify Architect seven (7) working days in advance of dates and times when mock-ups will be constructed.

D. Provide supervisory personnel who will oversee mock-up construction. Provide workers that will be employed during the construction at Project.

E. Tests shall be performed under provisions identified in this section and identified in the respective product specification sections.

F. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.

G. Obtain Architect's approval of mock-ups before starting work, fabrication, or construction.
   1. Architect will issue written comments within seven (7) working days of initial review and each subsequent follow up review of each mock-up.
   2. Make corrections as necessary until Architect's approval is issued.

H. Architect may reject mock-ups for color, texture, tooling of joints, aesthetic qualities of appearance, aesthetic qualities of workmanship, and other material and construction qualities.
   1. Replace rejected mock-ups with new mock-ups, of materials as directed by Architect.
   2. Build as many job mock-ups as required to obtain Architect's acceptance of the Work. Costs and time associated with approval process of mock-ups is considered incidental to the work. No separate payment or time extension will be allowed.

I. Accepted mock-ups shall be a comparison standard for the remaining Work.

J. Where mock-up has been accepted by Architect and is specified in product specification sections to be removed, protect mock-up throughout construction, remove mock-up and clear area when directed to do so by Architect.

3.3 TOLERANCES

A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.

C. Adjust products to appropriate dimensions; position before securing products in place.

3.4 TESTING AND INSPECTION

A. See individual specification sections for testing and inspection required.

B. Testing Agency Duties:
   1. Test samples of mixes submitted by Contractor.
   2. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
   3. Perform specified sampling and testing of products in accordance with specified standards.
   4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
   5. Promptly notify Architect and Contractor of observed irregularities or non-conformance of Work or products.
   6. Perform additional tests and inspections required by Architect.
   7. Submit reports of all tests/inspections specified.

C. Limits on Testing/Inspection Agency Authority:
   1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
   2. Agency may not approve or accept any portion of the Work.
   3. Agency may not assume any duties of Contractor.
   4. Agency has no authority to stop the Work.

D. Contractor Responsibilities:
   1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
   2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
   3. Provide incidental labor and facilities:
      a. To provide access to Work to be tested/inspected.
      b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
      c. To facilitate tests/inspections.
      d. To provide storage and curing of test samples.
   4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
   5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.

E. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.

3.5 MANUFACTURERS' FIELD SERVICES

A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, as applicable, and to initiate instructions when necessary.

B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

3.6 DEFECT ASSESSMENT

A. Replace Work or portions of the Work not conforming to specified requirements.

B. If, in the opinion of Owner, it is not practical to remove and replace the Work, Owner will direct an appropriate remedy or adjust payment.

END OF SECTION

SECTION 01 4216
DEFINITIONS

PART 1 GENERAL

1.1 SUMMARY

A. This section supplements the definitions contained in the General Conditions.

B. Other definitions are included in individual specification sections.

1.2 DEFINITIONS

A. Addenda: Refer to Section 00 2113 - Instructions to Bidders.

B. Agreement: The contract form between the Owner and Contractor.
   1. Format: Refer to Section 00 5000 - Contracting Forms and Supplements.

C. Architect: Refer to Section 00 7200 - General Conditions.

D. Base Bid: Refer to Section 00 2113 - Instructions to Bidders.

E. Bid Date: Refer to Section 00 2113 - Instructions to Bidders.

F. Bidder: Refer to Section 00 2113 - Instructions to Bidders.

G. Bidding Documents: Refer to Section 00 2113 - Instructions to Bidders.

H. Clarification: An answer from the Owner, in response to an inquiry from the Contractor, intended to make requirement(s) of the contract documents clearly understood. Clarifications do not change requirements of the contract documents and will be provided to the Contractor in the form of sketches, drawings, or narrative in accordance with requirements of the Contract Documents.

I. Contract Documents: Refer to Section 00 7200 - General Conditions.

J. Contracting Requirements: That portion of the Procurement Documents that may include the contracting forms, project forms, conditions of the contract, and revisions.

K. Contractor: Refer to Section 00 7200 - General Conditions.

L. Engineer: Same as Architect.

M. Furnish: To supply, deliver, unload, and inspect for damage.

N. Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, start up, and make ready for use.

O. Modification: Refer to Section 00 7200 - General Conditions.

P. Non-Conformance Notice: A notice issued by the Owner documenting that the Work or some portion thereof has not been performed in accordance with the contract documents. Payment shall not be made on any portion of the work for which a Non-Conformance Notice has been issued and the work not corrected to the satisfaction of the Owner.
   1. Upon receipt of a Non-Conformance Notice the Contractor shall provide a written Response to Non-Conformance Notice within seven days after receipt of the Notice. The Contractor's response shall detail either (a) why the Contractor believes the work has been performed in accordance with the contract documents or (b) the corrective action the Contractor intends to take, at Contractor's sole expense, to correct the non-conforming work.
   2. If the Contractor disputes issuance of the Notice the Owner has five days to respond by either (a) withdrawing the Notice of Non-Conformance or (b) directing the Contractor to correct the work; If Owner's response directs the Contractor to correct the work, the Contractor shall do so within seven days after receipt of such direction from Owner, or such other time as may be agreed to with the Owner.

Q. Owner: Refer to Section 00 7200 - General Conditions.

R. Procurement Documents: The procurement documents consist of the procurement and contracting requirements and the proposed contract documents.

S. Procurement Requirements: That portion of the Project Manual that may include the Solicitation (Advertisement for Bids), Instructions for Procurement (Instructions to Bidders), Available Information, and Procurement Forms and Supplements.

T. Product: Material, machinery, components, equipment, fixtures, and systems forming the work result. Not materials or equipment used for preparation, fabrication, conveying, or erection and not incorporated into the work result. Products may be new, never before used, or re-used materials or equipment.

U. Project Communications: Routine written communications between the Owner and the Contractor shall be in letter, field memo, fax, or email format. Such communications shall not be identified as a Request for Interpretation (RFI) nor shall they substitute for any other written requirement pursuant to the provisions of these contract documents.

V. Project Manual: The book-sized volume that includes the procurement requirements (if any), the contracting requirements, and the specifications.

W. Provide: To furnish and install.

X. Request for Information (RFI): Same as Request for Interpretation.

Y. Request for Interpretation (RFI): A written request from the Contractor, to the Owner, seeking an interpretation or clarification of some requirement of the contract documents. The Contractor shall clearly and concisely set forth the issue for which it seeks clarification or interpretation and why a response is needed from the Owner. The Contractor shall, in the request, set forth its interpretation or understanding of the contract document's requirements along with reasons why it has reached such an understanding.
   1. Requests for Interpretation (RFIs) may only be submitted by the Owner or the Contractor and shall only be submitted on Request for Interpretation Forms provided by the Owner.
      a. Upon request, electronic versions of this form will be made available to the Contractor by the Architect.
   2. Owner's response to Requests for Interpretation will not change the Contract sum or the Contract time.
   3. The Owner acknowledges that this is a complex project. Based upon the Owner's past experience with projects of similar complexity, the Owner anticipates there will probably be some 100 Request for Interpretations (RFIs) on this project.

Z. Supply: Same as Furnish.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 4219
REFERENCE STANDARDS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Requirements relating to referenced standards.

1.2 QUALITY ASSURANCE

A. For products or workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

B. Conform to reference standard of date of issue specified in the individual specification sections, except where a specific date is established by applicable code.

C. Should specified reference standards conflict with Contract Documents, request clarification from the Architect before proceeding.

D. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of the Architect shall be altered by the Contract Documents by mention or inference otherwise in any reference document.

PART 2 - NOT USED

PART 3 - NOT USED

END OF SECTION

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SECTION 01 5000
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Temporary utilities.
B. Temporary telecommunications services.
C. Temporary sanitary facilities.
D. Temporary Controls: Barriers, enclosures, and fencing.
E. Vehicular access and parking.
F. Waste removal facilities and services.
G. Project identification sign.
H. Field offices.

1.2 RELATED REQUIREMENTS

A. Section 01 7000 - Execution and Closeout Requirements: Protection of existing and installed work.

1.3 REFERENCE STANDARDS

A. NFPA 10 - Standard for Portable Fire Extinguishers; 2013.
B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2013.

1.4 TEMPORARY UTILITIES

A. Owner will provide the following:
   1. Electrical power, consisting of connection to existing facilities.
   2. Water supply, consisting of connection to existing facilities.
B. Reasonable amounts of electrical utilities will be made available without charge. The Contractor will be responsible for making connections and disconnections to Owner's utilities.
   1. Use of Owner's electricity system is restricted. Coordinate with Owner to ensure Owner's use of electrical service will not be disrupted. Provide additional electrical service as required to supplement availability of Owner's electricity.
C. Use of Owner's water system is restricted. Coordinate with Owner to ensure water capacity is maintained as required for Owner's use. Maintain access to existing hydrants as required by Fire Marshal. Provide additional water as required to supplement availability of Owner's water.
D. Obtain Owner's approval of connection locations prior to connection to Owner's utilities.
E. Use trigger-operated nozzles for water hoses, to avoid waste of water.

1.5 TELECOMMUNICATIONS SERVICES

A. Provide, maintain, and pay for telephone service to field personnel at time of project mobilization.

1.6 TEMPORARY SANITARY FACILITIES

A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.

B. Maintain daily supplies of deodorizers, toilet tissue and handwashing materials.

C. Maintain daily in clean and sanitary condition.

1.7 BARRIERS

A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.

B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.

C. Provide heavy-duty, moisture resistant, non-staining protection over interior floors at work and traffic areas where work is being performed.

D. Provide plywood barrier over flooring located below masonry work; provide plywood panels in sufficient thickness to protect floors from falling tools and objects.

E. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

F. Traffic Controls: Provide as required by local authorities having jurisdiction.

1.8 FENCING

A. Fencing: Contractor's option; if provided, comply with the following:
   1. Construction: Commercial grade chain link fence.
   2. Coordinate location of fencing and gates so as not to interfere with Owner's use of site.
   3. Lock gates at end of each work day.
   4. Provide Owner with keys to locks on gates.

1.9 EXTERIOR ENCLOSURES

A. Provide temporary weather tight closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized persons.

1.10 INTERIOR ENCLOSURES

A. Provide temporary partitions to separate work areas from Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to existing materials and equipment.

B. Construction: Framing and reinforced polyethylene sheet materials with closed joints and sealed edges at intersections with existing surfaces:

1.11 STORAGE

A. Provide storage facilities as required for scope of work.

B. Locate stored materials within locked fencing area and/or within locked storage containers.
   1. Coordinate location of stored materials as required to prevent access by the general public.

C. Coordinate location of on-site storage facilities with Owner prior to beginning work.
   1. Coordinate location of storage facilities with Owner as required to allow:
      a. Use of site and premises by Owner.
      b. Use of site and premises by the public.

D. Owner's facilities may not be used for storage.

1.12 FIRE PROTECTION

A. Provide and maintain temporary fire protection components. Establish and follow procedures to protect against fire losses. Comply with NFPA 241.

B. Fire extinguishers: Provide hand carried, portable, UL rated fire extinguishers of type and size recommended by NFPA 10 for building exposure conditions. Place in accessible, convenient locations in clear view with a minimum of one extinguisher per floor.

C. Access: Maintain unobstructed access to fire hydrants, water supply, fire extinguishers, stairways, and access routes for fighting fires.

D. Heating devices: Exercise care and monitor use of temporary heaters to minimize fire risk.

E. Store combustible materials in fire-safe containers.

F. Volatile products: Do not store paints, varnishes, paint removers, solvents, adhesives, cleaning rags, and other volatile products in building. Take precautionary measures to prevent fire hazards and spontaneous combustion.

1.13 SECURITY - SEE SECTION 01 3553

1.14 VEHICULAR ACCESS AND PARKING

A. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.

B. Coordinate access and haul routes with governing authorities and Owner.

C. Provide and maintain access to fire hydrants, free of obstructions.

D. Contractor's use of the site is restricted; Obtain Owner's approval for access points, parking, vehicular circulation, material storage, and equipment storage prior to starting the Work.

E. Lock and secure all vehicles in parking areas.

1.15 WASTE REMOVAL

A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
   1. Coordinate location of waste container(s) with Owner as required to allow:
      a. Use of site and premises by Owner.
      b. Use of site and premises by the public.

B. Provide containers with lids. Remove trash from site periodically.

C. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.16 PROJECT IDENTIFICATION

A. Project sign is at Contractor's option.
   1. Erect on site at location established by Owner.
   2. A maximum of two signs will be allowed including, but not limited to, signs from suppliers, subcontractors, and Contractor's workforce.

B. Design, construction, and location of signs must be approved by Owner.

C. No other signs are allowed without Owner permission except those required by law.

1.17 FIELD OFFICES

A. Field office is at Contractor's option.

B. If provided, erect on site at location established by Owner.

C. Progress meetings will be conducted in Owner's existing facility.

D. Lock office at end of each work day.

1.18 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.

B. Remove underground installations to a minimum depth of 3 feet. Grade site as indicated.

C. Clean and repair damage caused by installation or use of temporary work.

D. Restore existing facilities used during construction to original condition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 6000
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. General product requirements.

B. Re-use of existing products.

C. Transportation, handling, storage and protection.

D. Product option requirements.

E. Substitution limitations.

F. Maintenance materials, including extra materials, spare parts, tools, and software.

1.2 RELATED REQUIREMENTS

A. Section 01 3000 - Administrative Requirements: Submittal procedures.

B. Section 01 2513 - Product Substitution Procedures.

C. Section 01 2514 – Substitution Request Form.

1.3 SUBMITTALS

A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.

B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.

1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

D. Indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

PART 2 PRODUCTS

2.1 EXISTING PRODUCTS

A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by the Contract Documents.

B. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.

2.2 NEW PRODUCTS

A. Provide new products unless specifically required or permitted by the Contract Documents.

B. Verify utility requirements and characteristics of equipment are compatible with facility utilities. Coordinate work of various specification sections having interdependent requirements for installing, connecting to, and placing in service such equipment.

C. DO NOT USE products having any of the following characteristics:
   1. Made of wood from newly cut old growth timber.
   2. Containing lead, cadmium, asbestos.

2.3 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.

B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
   1. Where a manufacturer's brand name is specified the use of the brand name is for the purpose of describing the standard of quality, performance, and characteristics desired; equal products of other specified manufacturers may be used.

C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.
   1. Substitutions: Comply with Substitution Limitations Article in Part 3 of this Section.

D. Where a brand name "or equal" is used in specification sections the use of the brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition.

2.4 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.

PART 3 EXECUTION

3.1 SUBSTITUTION LIMITATIONS

A. Substitution requests during the bidding period must be submitted by Bidders. Such requests must be accompanied by Bidder's letter of transmittal or email, transmitted from a person legally authorized to bind the Bidder to a Contract.
   1. Substitution requests received directly from manufacturers, subcontractors, material suppliers, and others will not be considered.

B. Submit substitution requests in compliance with requirements in Section 01 2513 - Product Substitution Procedures and by completing the form in Section 01 2514 - Contractor Substitution Request Form; see this section for additional information and instructions. Use only the form in Section 01 2514; other forms of submission are unacceptable.

C. Architect will not consider requests for substitutions after date of Agreement except as follows:
   1. Substitutions may be considered when it is determined that a product does not comply with governing regulations.

D. Architect reserves the right to reject substitutions on basis of color, pattern, compatibility, or aesthetic qualities, even though fabrication and materials are equivalent.

3.2 TRANSPORTATION AND HANDLING

A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.

B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.

C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.

D. Transport and handle products in accordance with manufacturer's instructions.

E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.

F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.

G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.

H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.3 STORAGE AND PROTECTION

A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.

B. Store and protect products in accordance with manufacturers' instructions.

C. Store with seals and labels intact and legible.

D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.

E. For exterior storage of fabricated products, place on sloped supports above ground.

F. Provide off-site storage and protection when site does not permit on-site storage or protection.

G. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.

H. Comply with manufacturer's warranty conditions, if any.

I. Do not store products directly on the ground.

J. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.

K. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.

L. Prevent contact with material that may cause corrosion, discoloration, or staining.

M. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

N. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

SECTION 01 7000
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Examination, preparation, and general installation procedures.
B. Requirements for alterations work, including selective demolition.
C. Pre-installation meetings.
D. Cutting and patching.
E. Surveying for laying out the work.
F. Cleaning and protection.
G. Starting of systems and equipment.
H. Demonstration and instruction of Owner personnel.
I. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.

1.2 RELATED REQUIREMENTS

A. Section 01 1000 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
B. Section 01 3000 - Administrative Requirements: Submittals procedures.
C. Section 01 4000 - Quality Requirements: Testing and inspection procedures.
D. Section 01 5000 - Temporary Facilities and Controls: Temporary exterior enclosures.
E. Section 01 5000 - Temporary Facilities and Controls: Temporary interior partitions.
F. Section 01 5000 - Temporary Facilities and Controls: Temporary barriers and temporary protection.
G. Section 01 7800 - Closeout Submittals: Project record documents, operation and maintenance data, warranties, and bonds.
H. Section 01 7900 - Demonstration and Training: Demonstration of products and systems to be commissioned and where indicated in specific specification sections
I. Individual Product Specification Sections:
    1. Advance notification to other sections of openings required in work of those sections.
    2. Limitations on cutting structural members.

1.3 REFERENCE STANDARDS

A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2013.

1.4 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

B. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
   1. Structural integrity of any element of Project.
   2. Integrity of weather exposed or moisture resistant element.
   3. Efficiency, maintenance, or safety of any operational element.
   4. Visual qualities of sight exposed elements.
   5. Observation, containment, or security capacity of electronic security components.
   6. Containment capacity of fencing and gate components.
   7. Work of Owner or separate Contractor.
   8. Include in request:
      a. Identification of Project.
      b. Location and description of affected work.
      c. Necessity for cutting or alteration.
      d. Description of proposed work and products to be used.
      e. Alternatives to cutting and patching.
      f. Effect on work of Owner or separate Contractor.
      g. Written permission of affected separate Contractor.
      h. Date and time work will be executed.

C. Project Record Documents: Accurately record actual locations of capped and active utilities.

D. Contractor's Progress Photographs: Within 24 hours of Architect's request provide progress photographs of the work in place at locations as directed. Deliver photographs to Architect's office via electronic mail or overnight delivery.
   1. No more than 2 requests for progress photographs will be made by Architect during the project, except as required to document additional work added to the project by change order.
   2. Quantity of progress photographs included with each submittal: 12 (minimum).

1.5 PROJECT CONDITIONS

A. Provide two, working, 2A10 BC fire extinguishers within 25 feet of all welding activities or work with open flames.

B. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.

C. Protect site from puddling or running water.

D. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

E. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
   1. Provide dust-proof enclosures to prevent entry of dust generated outdoors.

2. Provide dust-proof barriers between construction areas and areas continuing to be occupied by Owner.

F. Erosion and Sediment Control: Comply with requirements of federal, state, and local authorities having jurisdiction.

G. Rodent Control: Provide methods, means, and facilities to prevent rodents from accessing or invading premises.

H. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

1.6 COORDINATION

A. See Section 01 1000 for occupancy-related requirements.

B. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.

C. Notify affected utility companies and comply with their requirements.

D. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

E. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

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

G. Coordinate completion and clean-up of work of separate sections.

H. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS

2.1 PATCHING MATERIALS

A. New Materials: As specified in product sections; match existing products and work for patching and extending work.

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

C. Product Substitution: For proposed change in materials, submit request for substitution described in Section 01 6000 - Product Requirements.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.

B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.

C. Examine and verify specific conditions described in individual specification sections.

D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.

E. Verify that utility services are available, of the correct characteristics, and in the correct locations.

F. 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.

3.2 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.

B. Seal cracks or openings of substrate prior to applying next material or substance.

C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.3 PREINSTALLATION MEETINGS

A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.

B. Require attendance of parties directly affecting, or affected by, work of the specific section.

C. Notify Architect four days in advance of meeting date.

D. Prepare agenda and preside at meeting:
   1. Review conditions of examination, preparation and installation procedures.
   2. Review coordination with related work.

E. Record minutes and distribute copies within seven days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.4 LAYING OUT THE WORK

A. Verify locations of survey control points prior to starting work.

B. Promptly notify Architect of any discrepancies discovered.

C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.

D. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.

E. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.

F. Utilize recognized engineering survey practices.

G. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
   1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations; and other elevations as indicated on the drawings.
   2. Grid or axis for structures.
   3. Foundations, column locations, ground floor elevations.

H. Periodically verify layouts by same means.

I. Maintain a complete and accurate log of control and survey work as it progresses.

J. On completion of foundation walls and major site improvements, prepare a certified survey illustrating dimensions, locations, angles, and elevations of construction and site work.
   1. Compare survey with requirements of the Contract Documents and notify Architect immediately of any discrepancies; discontinue affected Work in area until notified to resume work.

3.5 GENERAL INSTALLATION REQUIREMENTS

A. In addition to compliance with regulatory requirements, conduct construction operations in compliance with NFPA 241, including applicable recommendations in Appendix A.

B. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.

C. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.

D. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.

E. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.

F. Make neat transitions between different surfaces, maintaining texture and appearance.

3.6 ALTERATIONS

A. Drawings showing existing construction and utilities are based on casual field observation only.
   1. Verify that construction and utility arrangements are as indicated.
   2. Report discrepancies to Architect before disturbing existing installation.
   3. Beginning of alterations work constitutes acceptance of existing conditions.

B. Keep areas in which alterations are being conducted separated from other areas that are still occupied.
   1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 01 5000 .

C. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
   1. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.
   2. Insulate existing ducts or pipes that are exposed to outdoor ambient temperatures by alterations work.

D. Remove existing work as indicated and as required to accomplish new work.
   1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
   2. Remove items indicated on drawings.
   3. Relocate items indicated on drawings.
   4. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
   5. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
   6. Where suspension systems of suspended ceilings have been removed for new construction, provide new seismic bracing components as required to meet requirements of authorities having jurisdiction.

E. Services (Including but not limited to HVAC, Plumbing, Fire Protection, and Electrical): Remove, relocate, and extend existing systems to accommodate new construction.
   1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
   2. Extend ductwork, piping, conduits, and wiring to equipment located on roof curbs being extended or relocated.
   3. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
   4. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
      a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
      b. See Section 01 1000 for other limitations on outages and required notifications.
      c. Provide temporary connections as required to maintain existing systems in service.
   5. Verify that abandoned services serve only abandoned facilities.

6. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.

F. Protect existing work to remain.
   1. Prevent movement of structure; provide shoring and bracing if necessary.
   2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
   3. Repair adjacent construction and finishes damaged during removal work.
   4. Patch as specified for patching new work.

G. Adapt existing work to fit new work: Make as neat and smooth transition as possible.

H. When existing finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.

I. Where removal of partitions or walls results in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.

J. Where a change of plane of 1/4 inch or more occurs in existing work, submit recommendation for providing a smooth transition for Architect review and request instructions.

K. Where foot traffic is required over existing roof system protect roofing with exterior grade plywood of suitable thickness to prevent damage from occurring or other materials that are acceptable to the Architect.

L. Trim existing wood doors as necessary to clear new floor finish. Refinish trim as required.

M. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.

N. Refinish existing surfaces as indicated.

O. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.

P. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
   1. Patch as specified for patching new work.

Q. Clean existing systems and equipment.

R. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.

S. Do not begin new construction in alterations areas before demolition is complete.

T. Comply with all other applicable requirements of this section.

3.7 CUTTING AND PATCHING

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

B. See Alterations article above for additional requirements.

C. 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 mechanical, 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-conforming work.

D. Execute cutting and patching to complete the work, to uncover work to install improperly sequenced work, to remove and replace defective or non-conforming work, to remove samples of installed work for testing when requested, to provide openings in the work for penetration of mechanical and electrical work, to execute patching to complement adjacent work, and to fit Products together to integrate with other work.

E. 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.

F. Employ skilled and experienced installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.

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

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

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

J. 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.

K. Patching:
   1. 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.
   2. Match color, texture, and appearance.
   3. 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.

L. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.

M. Make neat transitions. Patch work to match adjacent work in texture and appearance. Where new work abuts or aligns with existing, perform a smooth and even transition.

N. Visual Requirements: Do not cut and patch in a manner that would, in the Architect's opinion, reduce the building's aesthetic qualities. Do not cut and patch construction in a manner that would result in visual evidence of cutting and patching. Remove and replace construction cut and patched in a visually unsatisfactory manner.

O. Patch or replace surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. Repair substrate prior to patching finish. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersections.

1. Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
    a. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
    b. Where removing walls or partitions extends one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform color and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
        1) Where patching occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing the patch after the area has received primer and second coat.
        2) Patch repair, or rehang ceilings as necessary to provide an even-plane surface of uniform appearance.
2. Patch exposed holes, voids, and damaged surfaces in walls, ceilings, and floors where demolished or previously located equipment, conduits, piping, fixtures, wall mounted items, floor mounted items, and ceiling mounted items have been removed.

3.8 PROGRESS CLEANING

A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.

C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.

D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.9 PROTECTION OF INSTALLED WORK

A. Protect installed work from damage by construction operations.

B. Provide special protection where specified in individual specification sections.

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

D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

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

F. Protect work from spilled liquids. If work is exposed to spilled liquids, immediately remove protective coverings, dry out work, and replace protective coverings.

G. 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.

H. Prohibit traffic from landscaped areas.

I. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.10 SYSTEM STARTUP

A. Coordinate schedule for start-up of various equipment and systems.

B. Notify Architect and Owner seven days prior to start-up of each item.

C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.

D. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.

E. Verify that wiring and support components for equipment are complete and tested.

F. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.

G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.

3.11 DEMONSTRATION AND INSTRUCTION

A. See Section 01 7900 - Demonstration and Training.

3.12 ADJUSTING

A. Adjust operating products and equipment to ensure smooth and unhindered operation.

B. Testing, adjusting, and balancing HVAC systems: See Section 23 0593 - Testing, Adjusting, and Balancing for HVAC.

3.13 FINAL CLEANING

A. Execute final cleaning prior to final project assessment.
   1. Clean areas to be occupied by Owner prior to final completion before Owner occupancy.

B. Use cleaning materials that are nonhazardous.

C. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.

D. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.

E. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.

F. Replace filters of operating equipment.

G. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, and drainage systems.

H. Clean site; sweep paved areas, rake clean landscaped surfaces.

I. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.14 CLOSEOUT PROCEDURES

A. Make submittals that are required by governing or other authorities.
   1. Provide copies to Architect and Owner.

B. Accompany Architect on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.

C. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.
   1. Progress Photographs: Upon request by Architect, take photographs as evidence of existing project conditions as follows:
      a. Within 24 hours of Architect's request provide progress photographs of the work at locations as directed.
      b. Provide factual presentation.
      c. Provide correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion.
      d. A maximum of 24 photographs will be required.
      e. Deliver photographs to Architect's office via electronic mail or overnight delivery.
      f. Architect reserves the right to determine whether project is ready for Substantial Completion Inspection based solely upon the evidence from the progress photos.
      g. If Architect deems project is not ready for Substantial Completion Inspection, notify Architect when work is ready, and submit new progress photographs at locations as directed by Architect.

D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.
   1. Include comprehensive list of items to be completed or corrected prior to final payment (Contractor's Punch List). 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 .

E. Owner will occupy portions of the building as specified in Section 01 1000.

F. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.

G. Upon receipt of Contractor's certification that the work is complete, the Architect will make an inspection to determine whether the work or designated portion thereof can be occupied or utilized by the Owner for its intended use (substantially complete).
   1. If the Architect determines any item, whether or not included on the Contractor's Punch List, is not substantially complete, the Contractor shall, before issuance of the Certificates of Substantial Completion, complete or correct such item upon notification by the Architect.
   2. If the Architect determines any item not included on the Contractor's Punch List is not in accordance with the Contract Documents, and that the work is substantially complete, the Architect will provide the Contractor with a list of the items (Architect's Punch List), and include it with the executed Certificates of Substantial Completion, for completion or correction.

H. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.

I. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.

J. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

END OF SECTION

SECTION 01 7800
CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Project Record Documents.
B. Operation and Maintenance Data.
C. Certificates of Inspection and Compliance.
D. Warranties and bonds.

1.2 RELATED REQUIREMENTS

A. Section 00 7200 - General Conditions: Performance bond and labor and material payment bonds, warranty, and correction of work.
B. Section 01 3000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
C. Section 01 7000 - Execution and Closeout Requirements: Contract closeout procedures.
D. 01 7900 - Demonstration and Training: Demonstration of products and systems.
E. Individual Product Sections: Specific requirements for operation and maintenance data.
F. Individual Product Sections: Warranties required for specific products or Work.

1.3 SUBMITTALS

A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
    1. Submit one set of preliminary draft Project Record Documents 15 days prior to Final Inspection. This set will be reviewed and returned after inspection, with Architect's comments. Revise Project Record Documents as required to incorporate Architect's comments prior to final submission.
        a. Submit revised documents 10 days after receiving Architect's comments.
            1) Final form of Record Drawings: Provide the following:
                (a) Marked-up Drawings.
                (b) Full-size, full-color, 300 dpi scans of approved marked-up drawings, in PDF format, stored on USB 3.0 flash drive with an integrated USB interface that is compatible with MS Windows and OSX operating systems.

B. Operation and Maintenance Data:
   1. Submit two printed copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
   2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
   3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
   4. Format: Provide documents in the following formats:
      a. Printed Format: One printed copy of completed documents, included in Operation and Maintenance Manual Binder.
      b. Electronic Format: One set of full-color, completed documents, converted into searchable, Portable Document Format (PDF) files stored on a USB 3.0 flash drive with an integrated USB interface that is compatible with MS Windows and OSX operating systems.

C. Warranties and Bonds:
   1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
   2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
   3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.
   4. Format: Provide documents in the following formats:
      a. Printed Format: One printed copy of completed documents, included in Operation and Maintenance Manual Binder.
      b. Electronic Format: One set of full-color, completed documents converted into Portable Document Format (PDF) files and stored on a USB 3.0 flash drive with an integrated USB interface that is compatible with MS Windows and OSX operating systems.

D. Certificates of Inspection and Compliance.
   1. For inspections throughout the construction period required by regulatory agencies, obtain and maintain certificates issued to show compliance.
   2. Assemble certificates and any formal written evidence of regulatory compliance in three ring binder with table of contents and submit to Design Professional prior to or in conjunction with submission of Notice of Substantial Completion.
   3. Certificate of Occupancy: Prior to Substantial Completion, obtain from authorities having jurisdiction Certificate of Occupancy. Submit with Notice for Substantial Completion.

4. Format: Provide documents in the following formats:
    a. Printed Format: One printed copy of completed documents, included in Operation and Maintenance Manual Binder.
    b. Electronic Format: Full-size, full-color, 300 dpi scans of each document, in PDF format, stored on a USB 3.0 flash drive with an integrated USB interface that is compatible with MS Windows and OSX operating systems.

E. Insurance Information.
    1. Submit prior to or in conjunction with submission of Contractor's request for Substantial Completion information regarding insurance including change over requirements and insurance extensions.

F. Maintenance Tools.
    1. Provide special tools, instruments, and other implements required for the functional operation and maintenance of equipment, systems, and other components installed as part of this project.

G. Extra Materials.
    1. Provide spare parts and maintenance materials in quantities specified in individual sections.
    2. Prior to or concurrent with submission of Notice of Substantial Completion deliver extra materials in unopened containers to Owner at designated storage area at project site and place in location as directed. Obtain receipt from Owner.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 PROJECT RECORD DOCUMENTS

A. Maintain on site one set of the following record documents; record actual revisions to the Work:
    1. Drawings.
    2. Specifications.
    3. Addenda.
    4. Change Orders and other modifications to the Contract.
    5. Manufacturer's instruction for assembly, installation, and adjusting.

B. Ensure entries are complete and accurate, enabling future reference by Owner.

C. Store record documents separate from documents used for construction.

D. Record information concurrent with construction progress.

3.2 RECORD DRAWINGS

A. Record Drawings : Legibly mark each item to record actual construction including:
   1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
   2. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
   3. Field changes of dimension and detail.
   4. Details not on original Contract drawings.
   5. Concealed elements that would be difficult to measure and record at a later date.
   6. New information that is important to the Owner but was not shown on Contract Drawings or Shop Drawings.
   7. Related change-order numbers where applicable.

B. Label each sheet of Record Drawings to read "Record Drawing."

3.3 OPERATION AND MAINTENANCE DATA

A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.

B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.

C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.

D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.4 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

A. For Each Product, Applied Material, and Finish:
   1. Product data, with catalog number, size, composition, and color and texture designations.
   2. Information for re-ordering custom manufactured products.

B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.

C. Additional information as specified in individual product specification sections.

D. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

3.5 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

A. For Each Item of Equipment and Each System:
   1. Description of unit or system, and component parts.
   2. Identify function, normal operating characteristics, and limiting conditions.

3. Include performance curves, with engineering data and tests.
4. Complete nomenclature and model number of replaceable parts.

B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

C. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.

D. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.

E. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.

F. Provide servicing and lubrication schedule, and list of lubricants required.

G. Include manufacturer's printed operation and maintenance instructions.

H. Include sequence of operation by controls manufacturer.

I. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.

J. Provide control diagrams by controls manufacturer as installed.

K. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.

L. Include test and balancing reports.

M. Additional Requirements: As specified in individual product specification sections.

3.6 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.

B. Where systems involve more than one specification section, provide separate tabbed divider for each system.

C. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.

D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.

E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.

F. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.

G. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.

H. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.

I. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

J. Arrangement of Contents: Organize each volume in parts as follows:
   1. Project Directory.
   2. Table of Contents, of all volumes, and of this volume.
   3. Operation and Maintenance Data: Arranged by system, then by product category.
      a. Source data.
      b. Product data, shop drawings, and other submittals.
      c. Operation and maintenance data.
      d. Field quality control data.
      e. Original warranties and bonds.

K. Arrange content by systems under section numbers and sequence of Table of Contents of this Project Manual.

L. Provide Operations and Maintenance Manuals to Owner in the following formats:
   1. Printed Format: One set of operation and maintenance data formatted and organized in binders as specified.
   2. Electronic Format: One set of full-color, completed operation and maintenance documents converted into Portable Document Format (PDF) files and stored on a USB 3.0 flash drive with an integrated USB interface that is compatible with MS Windows and OSX operating systems.
      a. Directory Structure: Locate electronic files in manner that keeps like materials together, similar to organization specified for printed version.

3.7 WARRANTIES AND BONDS

A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.

B. Verify that documents are in proper form, contain full information, and are notarized.

C. Co-execute submittals when required.

D. Retain warranties and bonds until time specified for submittal.

E. Include originals of each in operation and maintenance manuals, indexed separately on Table of Contents.

END OF SECTION

SECTION 01 7900
DEMONSTRATION AND TRAINING

PART 1 GENERAL

1.1 SUMMARY

A. Demonstration of products and systems where indicated in specific specification sections.

B. Training of Owner personnel in operation and maintenance is required for:
   1. All software-operated systems.
   2. HVAC systems and equipment.
   3. Electrical systems and equipment.
   4. Other items specified on Drawings or in individual product Sections.

1.2 RELATED REQUIREMENTS

A. Section 01 7800 - Closeout Submittals: Operation and maintenance manuals.

B. Other Specification Sections: Additional requirements for demonstration and training.

1.3 QUALITY ASSURANCE

A. Instructor Qualifications: Familiar with design, operation, maintenance and troubleshooting of the relevant products and systems.
   1. Provide as instructors the most qualified trainer of those contractors and/or installers who actually supplied and installed the systems and equipment.
   2. Where a single person is not familiar with all aspects, provide specialists with necessary qualifications.

B. Owner shall have right to record or video tape demonstration and training sessions.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 DEMONSTRATION - GENERAL

A. Demonstrations conducted during system start-up do not qualify as demonstrations for the purposes of this section, unless approved in advance by Owner.

B. Demonstration may be combined with Owner personnel training if applicable.

C. Operating Equipment and Systems: Demonstrate operation in all modes, including start-up, shut-down, seasonal changeover, emergency conditions, and troubleshooting, and maintenance procedures, including scheduled and preventive maintenance.
   1. Perform demonstrations not less than two weeks prior to Substantial Completion.

2. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.

D. Non-Operating Products: Demonstrate cleaning, scheduled and preventive maintenance, and repair procedures.
   1. Perform demonstrations not less than two weeks prior to Substantial Completion.

3.2 TRAINING - GENERAL

A. Conduct training on-site unless otherwise indicated.

B. Training schedule will be subject to availability of Owner's personnel to be trained; re-schedule training sessions as required by Owner; once schedule has been approved by Owner failure to conduct sessions according to schedule will be cause for Owner to charge Contractor for personnel "show-up" time.

C. Review of Facility Policy on Operation and Maintenance Data: During training discuss:
   1. The location of the O&M manuals and procedures for use and preservation; backup copies.
   2. Typical contents and organization of all manuals, including explanatory information, system narratives, and product specific information.
   3. Typical uses of the O&M manuals.

D. Product- and System-Specific Training:
   1. Review the applicable O&M manuals.
   2. For systems, provide an overview of system operation, design parameters and constraints, and operational strategies.
   3. Review instructions for proper operation in all modes, including start-up, shut-down, seasonal changeover and emergency procedures, and for maintenance, including preventative maintenance.
   4. Provide hands-on training on all operational modes possible and preventive maintenance.
   5. Emphasize safe and proper operating requirements; discuss relevant health and safety issues and emergency procedures.
   6. Discuss common troubleshooting problems and solutions.
   7. Discuss any peculiarities of equipment installation or operation.
   8. Discuss warranties and guarantees, including procedures necessary to avoid voiding coverage.
   9. Review recommended tools and spare parts inventory suggestions of manufacturers.
   10. Review spare parts and tools required to be furnished by Contractor.
   11. Review spare parts suppliers and sources and procurement procedures.

E. Be prepared to answer questions raised by training attendees; if unable to answer during training session, provide written response within three days.

END OF SECTION

SECTION 02 4100
DEMOLITION

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Selective demolition of site elements.

B. Selective demolition of building elements for alteration purposes.

1.2 RELATED REQUIREMENTS

A. Section 01 1000 - Summary: Limitations on Contractor's use of site and premises.

B. Section 01 1000 - Summary: Description of items to be removed by Owner.

C. Section 01 1000 - Summary: Description of work to be performed by Owner.

D. Section 01 5000 - Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.

E. Section 01 7000 - Execution and Closeout Requirements: Project conditions; additional demolition and cutting and patching requirements; and protection of bench marks, survey control points, and existing construction to remain.

F. Section 31 2323 - Fill: Fill material for filling holes, pits, and excavations generated as a result of removal operations.

1.3 REFERENCE STANDARDS

A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2013.

1.4 DEFINITIONS

A. Remove: Remove and legally dispose of items except those indicated to be reinstalled, salvaged, or to remain the Owner's property.

B. Remove and Salvage: Items indicated to be removed and salvaged remain the Owner's property. Remove, clean, and pack or crate items to protect against damage. Identify contents of containers and deliver to Owner's designated storage area.

C. Remove and Relocate: Remove items indicated; clean, service, and otherwise prepare them for reuse; store and protect against damage. Reinstall items in the same locations or in locations indicated.

D. Existing to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by the Architect, items may be removed to a suitable, protected storage location during selective demolition and then cleaned and reinstalled in their original locations.

1.5 ADMINISTRATIVE REQUIREMENTS

A. Sequence demolition work in phases as indicated in Section 01 1000 - Summary.

B. Demolition work: Comply with requirements of local and Federal authorities having jurisdiction.

1. Pay for fees and permits as may be required by authorities having jurisdiction.

1.6 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

B. Refer to Section 01 7000 for the following:

1. Written request requirements for cutting or alteration that affects various elements of the project.

C. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

1.7 PROJECT CONDITIONS

A. Minimize production of dust due to demolition operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.

B. Materials Ownership: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain the Owner's property, demolished materials shall become the Contractor's property and shall be removed from the site with further disposition at the Contractor's option.

C. Visual Requirements: Do not cut and patch exposed construction in a manner that would, in the Architect's opinion, reduce the facility's aesthetic qualities.

1. Do not cut and patch construction in a manner that would result in visual evidence of cutting and patching.

2. Remove and replace construction cut and patched in a visually unsatisfactory manner.

D. Notify Owner 7 calendar days in advance, of work that may create dust, noise, and odors.

PART 2 PRODUCTS

2.1 MATERIALS

A. Fill Material: Refer to Section 31 2323.

PART 3 EXECUTION

3.1 SCOPE

A. Remove portions of the building as indicated on the Drawings.

B. Remove site elements as indicated on the Drawings.

C. Fill excavations, open pits, and holes in ground areas generated as result of removals, using specified fill; compact fill as required so that required rough grade elevations do not subside within one year after completion.

3.2 GENERAL PROCEDURES AND PROJECT CONDITIONS

A. Comply with other requirements specified in Section 01 7000.

B. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
   1. Obtain required permits.
   2. Comply with applicable requirements of NFPA 241.
   3. Use of explosives is not permitted.
   4. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
   5. Provide, erect, and maintain temporary barriers and security devices.
   6. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
   7. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
   8. Do not close or obstruct roadways or sidewalks without permit.
   9. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
   10. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.

C. Do not begin removal until receipt of notification to proceed from Owner.

D. Do not begin removal until built elements to be salvaged or relocated have been removed.

E. Protect existing structures and other elements that are not to be removed.
   1. Provide bracing and shoring.
   2. Prevent movement or settlement of adjacent structures.
   3. Stop work immediately if adjacent structures appear to be in danger.

F. Minimize production of dust due to demolition operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.

G. If hazardous materials are discovered during removal operations, stop work and notify Architect and Owner; hazardous materials include regulated asbestos containing materials, lead, PCB's, and mercury.

H. 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.

I. Perform demolition in a manner that maximizes salvage and recycling of materials.
   1. Dismantle existing construction and separate materials.
   2. Set aside reusable, recyclable, and salvageable materials; store and deliver to collection point or point of reuse.

J. If undocumented, concealed site utilities are discovered during removal operations, stop work in the vicinity of the discovery and notify Architect and Owner.
   1. Upon request, provide Architect with photographs, field measurements, horizontal and vertical locations of the top and/or bottom of utilities referenced from the project survey control datum.

K. Partial Removal of Paving and Curbs: Neatly saw cut at right angle to surface.

3.3 EXISTING UTILITIES

A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.

B. Protect existing utilities to remain from damage.

C. Do not disrupt public utilities without permit from authority having jurisdiction.

D. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to Owner.

E. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Owner.

F. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.

G. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.

3.4 SELECTIVE DEMOLITION FOR ALTERATIONS

A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
   1. Verify that construction and utility arrangements are as indicated.
   2. Report discrepancies to Architect before disturbing existing installation.
   3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.

B. Separate areas in which demolition is being conducted from other areas that are still occupied.
   1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 01 5000 and in accordance with Owner's security requirements.

C. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.

D. Remove existing work as indicated and as required to accomplish new work.
   1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.

2. Remove items indicated on drawings.
3. Remove abandoned roof penetrations and pitch pans.

E. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove existing systems and equipment as indicated.
1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components.
2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
3. Verify that abandoned services serve only abandoned facilities before removal.
4. Remove abandoned conduits, wiring, and equipment; remove back to source of supply where possible, otherwise cap stub and tag with identification.
5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification.
   a. Abandoned conduits: Remove wiring prior to capping stubs.
6. Protect existing work to remain.
   a. Prevent movement of structure; provide shoring and bracing if necessary.
   b. Perform cutting to accomplish removals neatly and as specified for cutting new work.
   c. Repair adjacent construction and finishes damaged during removal work.
   d. Patch as specified for patching new work.

3.5 DEMOLITION, DEBRIS AND WASTE REMOVAL

A. Remove demolition, debris, junk, and trash from site.

B. Disposal of demolition, debris, and waste: Provide in accordance with requirements of authorities having jurisdiction.

C. Leave site in clean condition, ready for subsequent work.

D. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION

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SECTION 03 1000
CONCRETE FORMING AND ACCESSORIES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Formwork for cast-in place concrete, with shoring, bracing and anchorage.

B. Openings for other work.

C. Form accessories.

D. Form stripping.

1.2 RELATED REQUIREMENTS

A. Section 03 2000 - Concrete Reinforcing.

B. Section 03 3000 - Cast-in-Place Concrete.

C. Section 32 1313 - Concrete Paving: Concrete sidewalks and ramps.

1.3 REFERENCE STANDARDS

A. ACI 117 - Standard Specifications for Tolerances for Concrete Construction and Materials; 2010 (Reapproved 2015).

B. ACI 301 - Specifications for Structural Concrete; 2016.

C. ACI 318 - Building Code Requirements for Structural Concrete and Commentary; 2014 (Errata 2017).

D. ACI 347R - Guide to Formwork for Concrete; 2014.

1.4 DESIGN REQUIREMENTS

A. Design, engineer and construct formwork, shoring and bracing to conform to code requirements; resultant concrete to conform to required shape, line and dimension.

1.5 QUALITY ASSURANCE

A. Perform work of this section in accordance with ACI 347, ACI 301, and ACI 318.

PART 2 PRODUCTS

2.1 FORMWORK - GENERAL

A. Provide concrete forms, accessories, shoring, and bracing as required to accomplish cast-in-place concrete work.

B. Design and construct to provide resultant concrete that conforms to design with respect to shape, lines, and dimensions.

C. Chamfer outside corners of beams, joists, columns, and walls.

D. Comply with local codes with respect to design, fabrication, erection, and removal of formwork.

E. Comply with relevant portions of ACI 347R, ACI 301, and ACI 318.

2.2 WOOD FORM MATERIALS

A. Form Materials: At the discretion of the Contractor.

2.3 FORMWORK ACCESSORIES

A. Form Ties: Removable type, galvanized metal, fixed length, cone type, free of defects that could leave holes larger than 1 inch in concrete surface.

B. Form Release Agent: Capable of releasing forms from hardened concrete without staining or discoloring concrete or forming bugholes and other surface defects, compatible with concrete and form materials, and not requiring removal for satisfactory bonding of coatings to be applied.

1. Composition: Colorless reactive, mineral oil-based, soy-based, or vegetable-oil based compound.
2. Do not use materials containing diesel oil or petroleum-based compounds.

C. Dowel Sleeves: Plastic sleeve and nailable plastic base for smooth, round, steel load-transfer dowels.

D. Filler Strips for Chamfered Corners: Wood strip type; 3/4 x 3/4 inch size; maximum possible lengths.

E. Corners: Chamfered, wood strip or plastic type; 3/4 x 3/4 inch size unless noted otherwise; maximum possible lengths.

F. Nails, Spikes, Lag Bolts, Through Bolts, Anchorages: Sized as required, of sufficient strength and character to maintain formwork in place while placing concrete.

G. Embedded Anchor Shapes, Plates, Angles and Bars: As specified in Section 05 1200.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify lines, levels and centers before proceeding with formwork. Ensure that dimensions agree with drawings.

3.2 EARTH FORMS

A. Earth forms are not permitted.

3.3 ERECTION - FORMWORK

A. Erect formwork, shoring and bracing to achieve design requirements, in accordance with requirements of ACI 301.

B. Provide bracing to ensure stability of formwork. Shore or strengthen formwork subject to overstressing by construction loads.

C. Arrange and assemble formwork to permit dismantling and stripping. Do not damage concrete during stripping. Permit removal of remaining principal shores.

D. Obtain approval before framing openings in structural members that are not indicated on drawings.

E. Provide chamfer strips on exposed external corners of walls.

F. Coordinate this section with other sections of work that require attachment of components to formwork.

G. If formwork is placed after reinforcement, resulting in insufficient concrete cover over reinforcement, request instructions from Architect before proceeding.

3.4 APPLICATION - FORM RELEASE AGENT

A. Apply form release agent on formwork in accordance with manufacturer's recommendations.

B. Apply prior to placement of reinforcing steel, anchoring devices, and embedded items.

C. Do not apply form release agent where concrete surfaces will receive special finishes or applied coverings that are affected by agent. Soak inside surfaces of untreated forms with clean water. Keep surfaces coated prior to placement of concrete.

3.5 INSERTS, EMBEDDED PARTS, AND OPENINGS

A. Provide formed openings where required for items to be embedded in passing through concrete work.

B. Locate and set in place items that will be cast directly into concrete.

C. Coordinate with work of other sections in forming and placing openings, slots, reglets, recesses, sleeves, bolts, anchors, other inserts, and components of other work.

D. Install accessories in accordance with manufacturer's instructions, so they are straight, level, and plumb. Ensure items are not disturbed during concrete placement.

E. Provide temporary ports or openings in formwork where required to facilitate cleaning and inspection. Locate openings at bottom of forms to allow flushing water to drain.

F. Close temporary openings with tight fitting panels, flush with inside face of forms, and neatly fitted so joints will not be apparent in exposed concrete surfaces.

3.6 FORM CLEANING

A. Clean forms as erection proceeds, to remove foreign matter within forms.

B. Clean formed cavities of debris prior to placing concrete.

1. Flush with water or use compressed air to remove remaining foreign matter. Ensure that water and debris drain to exterior through clean-out ports.
2. During cold weather, remove ice and snow from within forms. Do not use de-icing salts. Do not use water to clean out forms, unless formwork and concrete construction proceed within heated enclosure. Use compressed air or other means to remove foreign matter.

3.7 FORMWORK TOLERANCES

A. Construct formwork to maintain tolerances required by ACI 117, unless otherwise indicated.

3.8 FORM REMOVAL

A. Do not remove forms or bracing until concrete has gained sufficient strength to carry its own weight and imposed loads.

B. Loosen forms carefully. Do not wedge pry bars, hammers, or tools against finish concrete surfaces scheduled for exposure to view.

C. Store removed forms to prevent damage to form materials or to fresh concrete. Discard damaged forms.

END OF SECTION

SECTION 03 2000
CONCRETE REINFORCING

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Reinforcing steel for concrete masonry units.
B. Reinforcing steel for cast-in-place concrete.
C. Supports and accessories for steel reinforcement.

1.2 RELATED REQUIREMENTS

A. Section 03 1000 - Concrete Forming and Accessories.
B. Section 03 3000 - Cast-in-Place Concrete.
C. Section 04 2731 - Reinforced Unit Masonry: Reinforcement for engineered masonry.
D. Section 32 1313 - Concrete Paving: Reinforcement for exterior paving.

1.3 REFERENCE STANDARDS

A. ACI 301 - Specifications for Structural Concrete; 2016.
B. ACI SP-66 - ACI Detailing Manual; 2004.
C. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement; 2016.
D. CRSI (DA4) - Manual of Standard Practice; 2009.
E. CRSI (P1) - Placing Reinforcing Bars; 2011.

1.4 SUBMITTALS

A. See Section 01 3000 for submittal procedures.
B. Shop Drawings: Comply with requirements of ACI SP-66. Include bar schedules, shapes of bent bars, spacing of bars, supports, and location of splices. Include special reinforcement required for openings through concrete structures.

1.5 QUALITY ASSURANCE

A. Perform work in accordance with referenced ACI Publications, ASTM Standards, AWS Code, and CRSI Publications except as modified by this Section.
B. Perform work of this section in accordance with ACI 301.

PART 2 PRODUCTS

2.1 REINFORCEMENT

A. Reinforcing Steel: ASTM A 615/A 615M Grade 60 (420).

B. Stirrup Steel: ASTM A 615/A 615M Grade 60 (420).

C. Deformed billet-steel bars.
   1. Unfinished.

D. Reinforcement Accessories:
   1. Tie Wire: Annealed, minimum 16 gage, 0.0508 inch.
   2. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for adequate support of reinforcement during concrete placement.
   3. Provide bar supports as follows:
      a. For concrete surfaces exposed to view where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected or CRSI Class 2 stainless-steel bar supports.

E. Safety Caps: Plastic polymer caps, steel reinforced, OSHA-compliant, designed to provide impalement protection for vertical reinforcing steel and stakes used on project; orange color.

2.2 RE-BAR SPLICING:

A. Coupler Systems: Mechanical devices for splicing reinforcing bars; capable of developing full steel reinforcing design strength in tension and compression.

B. Dowel Bar Splicer with Dowel-Ins: Mechanical devices for connecting dowels; capable of developing full steel reinforcing design strength in tension and compression.

C. Taper Tie Hole Plug: Mechanical device for plugging tie holes; anchors optional flush or recessed grout.

D. Grout: Cementitious, non-metallic, non-shrink grout for use with manufacturer's grout sleeve reinforcing bar coupler system.

2.3 FABRICATION

A. Fabricate concrete reinforcing in accordance with CRSI (DA4) - Manual of Standard Practice.

B. Welding of reinforcement is not permitted.

C. Locate reinforcing splices not indicated on drawings at point of minimum stress.
   1. Indicate locations on Shop Drawings.

PART 3 EXECUTION

3.1 PLACEMENT

A. Place, support and secure reinforcement against displacement. Do not deviate from required position.

B. Install smooth steel dowels and sleeves in accordance with manufacturer's recommendations.

C. Accommodate placement of formed openings.

D. Maintain concrete cover around reinforcing to obtain the minimum concrete coverages as shown and as specified in ACI 318.
   1. Arrange, space, and securely tie bars and bar supports together with tie wire to hold reinforcement accurately in position during concrete placement operations.
   2. Set wire ties so that twisted ends are directed away from exposed concrete surfaces.
   3. Do not secure reinforcement to forms with wire, nails, or other ferrous metal.

E. Interior slabs damaged by demolition or concrete operations:
   1. Slab thickness: Match existing, but not less than 4 inches thick.
   2. Reinforcing: Unless shown otherwise, provide slabs with number 5 bars 12 inches on center each way.
   3. Slabs abutting existing slabs: Unless indicated otherwise, provide number 5 dowels 16 inches on center.
   4. Subgrade preparation: Refer to Section 31 2323 - Fill.
   5. Cast-in-place concrete and underslab vapor retarder: Refer to Section 03 3000 - Cast-in-Place Concrete.
   6. Joint filler between patched slabs and existing slabs: Refer to Section 32 1313 - Concrete Paving.
   7. Sealant between patched slabs and existing slabs: Refer to Section 07 9200 - Joint Sealants.

F. Maintain concrete cover around reinforcing as follows:
   1. Walls (exposed to weather or backfill): 2 inch.
   2. Footings and Concrete Formed Against Earth: 3 inch.
   3. Slabs on Fill: 2 inch.

G. Impalement Protection: Guard exposed ends of reinforcing steel and grade stakes with safety caps, onto and into which workers and site visitors could fall, to eliminate the hazard of impalement.

H. Prior to placement of concrete Contractor shall demonstrate to Architect that the specified cover of reinforcement has been attained, by using surveying level or string.

END OF SECTION

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SECTION 03 3000
CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Concrete footings, foundations, walls, and structures
B. Joint devices associated with concrete work.
C. Concrete curing.

1.2 RELATED REQUIREMENTS

A. Section 03 1000 - Concrete Forming and Accessories: Forms and accessories for formwork.
B. Section 03 2000 - Concrete Reinforcing.
C. Section 32 1313 - Concrete Paving: Sidewalks, stoops, and ramps.

1.3 REFERENCE STANDARDS

A. ACI 211.1 - Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete; 1991 (Reapproved 2009).
B. ACI 301 - Specifications for Structural Concrete; 2016.
C. ACI 304R - Guide for Measuring, Mixing, Transporting, and Placing Concrete; 2000 (Reapproved 2009).
D. ACI 305R - Guide to Hot Weather Concreting; 2010.
E. ACI 306R - Guide to Cold Weather Concreting; 2016.
F. ACI 308R - Guide to External Curing of Concrete; 2016.
G. ACI 318 - Building Code Requirements for Structural Concrete and Commentary; 2014 (Errata 2017).
H. ASTM A185/A185M - Standard Specification for Steel Welded Wire Reinforcement, Plain, for Concrete; 2007.
I. ASTM C33/C33M - Standard Specification for Concrete Aggregates; 2016, with Editorial Revision (2016).
J. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens; 2017b.
K. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete; 2017a.
L. ASTM C109/C109M - Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or (50-mm) Cube Specimens); 2016a.
M. ASTM C150/C150M - Standard Specification for Portland Cement; 2017.
N. ASTM C173/C173M - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method; 2016.