



PROJECT:
NSU Lincoln Hall Project
Northern State University
Aberdeen, SD 57401

OWNER:
Northern State University
Aberdeen, SD 57401

ADDENDUM NO.: 3
2 pages plus attachments

DATE OF ISSUANCE:
4/24/2024

OSE PROJECT NO. R0122-05X
CO-OP ARCHITECTURE NO. 2160

ARCHITECT:
CO-OP Architecture
1108 S Main Street #102
Aberdeen, SD 57401

To all bidders and all others to whom drawings and specifications have been issued by CO-OP Architecture.

Acknowledge receipt of this addendum by listing its number and date in the bidders Form of Proposal. Failure to do so may subject bidder to disqualification. This Addendum forms a part of the Contract Documents.

It modifies them as follows:

GENERAL ITEMS:

- 1) Demolition – Building Access: optional site visit scheduled for Friday, April 26, 2024 between 10:00 am and 11:00 am. Meet at the main entrance of Lincoln Hall for sign-in. Building access only – no meeting or discussions planned for demo job walk.
- 2) OSE General Conditions: see attached revisions.

REVISIONS TO DRAWINGS:

- 1) SHEETS A-616, A-621 & A-623: Additional information – Keynote 7.47, 2" x 6" Aluminum batten, finish to match metal panel. Basis of Design (BOD) is Longboard's Link & Lock 2-piece batten system, including hardware, internal stiffeners, concealed splice connections and end caps. Allow for 24-foot lengths (minimum joints). Provide shop drawings for Architect review. See attached sample product literature.
- 2) SHEETS A-106 & A-107: At Alt #13 & 14 arched openings, provide and install face brick all exposed surfaces including pier returns and soffit undersides of arch, with adequate metal ties and connections.
- 3) SHEET A-107: Additional information regarding new Door V200, Alt #14 Graham Hall Level 2.
 - a) Existing exterior masonry opening width is approximately 42 inches.
 - b) Existing interior finish drywall opening width is approximately 35-1/2 inches.

- c) Existing interior finish drywall opening height is approximately 67-1/2 inches, over approximate 25 inch finish floor-to-top of window stool height. Existing interior finish floor-to-window soffit is approximately 7 feet 8-1/2 inches. Field verify all dimensions.
- d) Existing stone and masonry construction at Door V200 opening to remain, unless noted otherwise.
- e) GC/Demo subcontractor to demo existing window assembly at new Door V200 location, install new opening (demo kneewall construction below existing window, down to floor), and demo select interior drywall and metal framing to allow for new HM door and frame. GC/metal framing and drywall subcontractor to reframe modified jamb construction for new door opening at existing Graham Hall interior side. Coordinate with new Masonry. Meet ADA jamb clearance requirements.



Graham Hall Exterior Photo at Level 2 – existing opening at new V200 HM door location

ADDENDA ITEMS – ELECTRICAL:

See updated Electrical Addendum 2, dated April 23, 2024, including revised two-page cover and nine Technology drawing sheets, attached.

END OF ADDENDUM 3

NSU Lincoln Hall Project 2160 – Addendum 3, April 24, 2024

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DRAFT Office of the State Engineer, State of South Dakota AIA® Document A201® – 2024

General Conditions of the Contract for Construction

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

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<< >>

THE OWNER:
(Name, legal status and address)

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THE ARCHITECT:
(Name, legal status and address)

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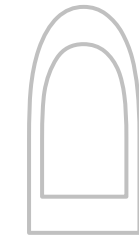
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- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK

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.

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

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



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- 13 MISCELLANEOUS PROVISIONS
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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements. To the extent the Contract Documents conflict, the following will be the order of priority for the purposes of construing them (a lower numbered document will control a higher numbered document in the event of conflict): (1) the Modification; (2) the Agreement; (3) the Supplementary Conditions; (4) these General Conditions; (5) Assumptions and Clarifications; (6) Technical Specifications; (7) Drawings; and (8) Shop Drawings.

§ 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, the Owner, and the Contractor shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's, the Owner's, and the Contractor'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 Intentionally Omitted.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The Contract Documents must include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.4 The Contract Documents must be construed neutrally and not against either the Owner or the Contractor. The Contract Documents must not be construed against the Owner or Contractor as ~~the~~ drafter.

§ 1.2.5 Neither the Owner nor the Architect assumes any liability arising out of jurisdictional issues raised or claims advanced by trade organizations or other interested parties based on the arrangement or manner of subdivision of the content of the Specifications and Drawings.

§ 1.2.6 These General Conditions are intended for use in all Office of the State Engineer, State of South Dakota, Construction Projects. References herein to the term "Construction Manager," "Construction Manager's Fee," or "Guaranteed Maximum Price" apply only when these General Conditions are used with a Construction Manager Contract.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined here in or in the Agreement, (2) the titles of numbered articles herein or in the Agreement, 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.

§ 1.4.1 The Contractor and all Subcontractors shall refer to all the Drawings, including those showing primarily the Work of the mechanical, electrical, and other specialized trades, and to all the sections of the Specifications, and shall perform all Work reasonably inferable therefrom as being necessary to produce the indicated results. The Contractor shall promptly report to the Owner and the Architect any discrepancy or omission which it observes in the Construction Documents and any need for clarification or interpretation. The Contractor's failure to do so will cause any additional cost incurred by the Contractor to be its sole responsibility. The Contractor shall number Requests for Information in consecutive order. The Contractor shall maintain a log of each Request for Information indicating the date it was issued, the date or dates of any correspondence and/or discussions on the Request for Information, and the date a final answer is received.

§ 1.4.2 A typical or representative detail indicated on the Drawings shall constitute the standard for workmanship and material throughout corresponding parts of the Work. Where necessary, and where reasonably inferable from the Construction Documents, the Contractor shall adapt such representative detail for application to such corresponding parts of the Work. The details of such adaptation shall be subject to prior approval by the Architect. Repetitive features shown in outline on the Drawings shall be in exact accordance with corresponding features completely shown.

§ 1.4.3 The layout of mechanical and electrical systems, equipment, fixtures, piping, ductwork, conduit, specialty items, and accessories indicated on the Drawings is diagrammatic, and all variations in alignment, elevation, and detail required to avoid interferences and satisfy architectural and structural limitations are not necessarily shown. Actual layout of the Work shall be carried out without affecting the architectural, engineering and structural integrity and limitations of the Work and shall be performed in such sequence and manner as to avoid conflicts, provide clear

access to all control points, including valves, strainers, control devices, and specialty items of every nature related to such systems and equipment, obtain maximum headroom, and provide adequate clearances as required for operation and maintenance.

§ 1.4.4 The Drawings shall not be scaled for dimensions. If figured dimensions are not given on the Drawings, the Contractor shall request the same from the Architect giving reasonable advance notice.

§ 1.4.5 All indications or notations which apply to one of a number of similar situations, materials, or processes shall be deemed to apply to all such situations, materials, or processes wherever they appear in the Work, except where a contrary result is clearly indicated by the Contract Documents.

§ 1.4.6 Where codes, standards, requirements, and publications or public and private trade associations or other bodies are referred to in the Specifications, references thereto shall be understood to be in the latest revision prior to the date of receiving bids, except where otherwise indicated.

§ 1.4.7 Where no explicit quality or standards for materials or workmanship are established for Work, such Work is to be of good quality for the intended use and consistent with the quality of the surrounding Work, of the construction of the Project generally, and industry standards.

§ 1.4.8 All manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the manufacturer's written or printed directions and instructions unless otherwise indicated in the Contract Documents. A copy of the manufacturer's written or printed directions shall be provided to the Owner upon completion of the project.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.5.3 Any plans, specifications, engineering calculations, technical data, reports, miscellaneous drawings, and all information contained therein provided by the Owner, its consultants, employees, Separate Contractors and agents to the Contractor for the Contractor's performance of its obligations under the Agreement are the property of the Owner. They are to be used only with respect to this Project and are not to be used for any other project. The Contractor may not disseminate these materials to any person or entity, nor may the Contractor use these materials for purposes other than work for the Owner, without the express written approval of the Owner. The Owner shall not unreasonably withhold such approval for dissemination to Subcontractors and suppliers of these materials as necessary.

§ 1.5.4 All reports, plans, specifications, engineering calculations, technical data, miscellaneous drawings, and information contained therein provided to or prepared by the Contractor, its owners, officers, employees, agents, consultants, suppliers, Subcontractors, and Sub-subcontractors in connection with the Contractor's performance under this Agreement are confidential and the Contractor, its owners, officers, employees, agents, consultants, suppliers, Subcontractors, and Sub-subcontractors shall not disclose this information to any person, individual, or entity without the express written permission of the Owner.

§ 1.5.5 All documents covered by Section 1.5.3 and 1.5.4 shall be delivered to the Architect at the completion of the Work. The Contractor may not retain any such documents for its own use without the express written permission of

the Owner and any documents that are retained, with or without the Owner's permission, shall be subject to all of the requirements of Sections 1.5.3 – 1.5.5.

§ 1.5.6 The Contractor shall include the requirements of Sections 1.5.3 – 1.5.5 in any contract of any tier it enters into with any consultants, Subcontractors, suppliers, persons, individuals, or entities for the performance of any of the Contractor's obligations under the Contract.

§ 1.6 Notice

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

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served, if delivered in accordance with the notice provisions in Section 14.8. of the Agreement. .

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, or its equivalent as set forth in the Agreement, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, or its equivalent as set forth in the Agreement, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" 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 to the extent allowed by South Dakota law.

§ 2.1.3 Information and Services Required of the Owner.

§ 2.1.3.1 The Owner shall furnish a survey describing the legal limitations and utility locations for the Project site.

§ 2.1.3.2 The Owner shall secure necessary easements and other property rights required for the construction of the Project.

§ 2.1.3.3 Information under the Owner's control shall be furnished by the Owner with reasonable promptness after receipt from the Contractor of a written request for such information.

§ 2.1.3.4 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, 2 sets of paper prints of Drawings and 3 sets of Specifications necessary for the execution of the Work.

§ 2.1.3.5 The Owner may forward to the Contractor instructions through the Architect or give instructions through the State Engineer.

§ 2.1.3.6 The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Work by the Owner or by the Owner's Separate Contractors.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Notwithstanding any other provision of the Contract documents, prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract through the appropriation of funds by the South Dakota Legislature to fund the Owner's Budget for the Project. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately and the Contract Sum shall be equitably adjusted. If the Contractor, Architect, and Owner do not agree upon the adjustments, then the Contractor or Owner may file a claim under Article 15.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract and fully fund the Owner's Budget for the Project only if a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence as described in § 2.2.1, within seven days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended, and the Contract Sum shall be adjusted, appropriately. The adjustment to the Contract Sum shall include the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 Intentionally Omitted.

§ 2.2.4 Intentionally Omitted.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents in any material respect and fails within three working days after receipt of written notice from the Owner or in such time as may be established in written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, or if the Work is not being performed properly or in accordance with the scheduling provisions of the Contract Documents in any material respect, whether or not the Contractor is in default, the Owner may, after the expiration of such notice period and without prejudice to any other remedy the Owner may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Architect's and State Engineer's additional services made necessary by such default, neglect, or failure. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner upon demand. If, in the sole judgment of the Owner, an emergency exists as a result of the Contractor's default, neglect, or failure to correct defective Work, which in the Owner's opinion, requires more immediate corrective action than the Contractor is able to provide, then the Owner may, without notice to the Contractor, perform such corrective work or cause it to be performed by others. The Owner shall also have the right to carry out the Work, or any part thereof, during the period of any Work stoppage without terminating the Contract. If the Owner wishes to exercise this right, it will give the Contractor three days' notice of its intent to do so. In any such case, an appropriate deductive Change Order shall be issued in accordance with Article 7, the amount of which shall not exceed an amount which equals the estimated direct cost, plus the Architect's and State Engineer's fees, of performing the Work which the Owner elects to perform and the proportionate amount of the Construction Manager's fee associated therewith.

§ 2.6 Owner's Right to Access for Observation or Other Work

§ 2.6.1 The Owner reserves the right of access to any part of the Work, at any time, for the purpose of observation, or testing, or to install other work, either with its own forces or with Owner's Separate Contractors. Such access is not to be construed to mean partial occupancy by the Owner, and no claim for additional compensation by the Contractor because of such access or installation of such work will be considered. The Contractor shall cooperate with the Owner during Owner's or the Owner's Separate Contractor's access or performance of work.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor. However, if the Architect fails to timely administer the Contract, or if tests, inspections, or approvals are required or performed in a manner which is not timely and causes a delay in the Contractor's performance of the Work, Contractor will be entitled to an increase in the Contract Sum and an extension of the Contract Time.

§ 3.1.4 The Contractor shall retain a competent Registered Professional Engineer or Registered Land Surveyor, acceptable to the Owner and the Architect, who shall establish the exterior lines and required elevations of all buildings and structures to be erected on the Project site, and shall establish sufficient lines and grades for the construction of associated Work such as, but not limited to, roads, utilities and site grading. The Engineer or Land

Surveyor shall certify as to the actual location of the constructed facilities in relation to property lines, building lines, easements, and other restrictive boundaries.

§ 3.1.5 The Contractor shall establish the building grades, lines, levels, columns, walls, and partition lines required by the various Subcontractors and Sub-subcontractors in laying out their Work.

§ 3.1.6 The Contractor shall coordinate and supervise the Work performed by Subcontractors and Sub-subcontractors to the end that the Work is carried out without conflict between trades or jurisdictional disputes and so no Subcontractor or Sub-subcontractors, at any time, causes delay to the general progress of the Work. The Contractor and all Subcontractors and Sub-subcontractors shall at all times afford each other Subcontractor or Sub-subcontractor, any Separate Contractor, and the Owner every reasonable opportunity for the installation of Work and the storage of materials and equipment, and shall provide access to and the use of necessary loading dock and hoist facilities, adequate storage room, and necessary utilities and other services.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 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 and the Owner any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative within seven days of its receipt of the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures. If the Architect objects to the Contractor's proposed alternative, Contractor

will be entitled to stop the Work until such means, methods, techniques, sequences or procedures are agreed upon by the Architect and the Contractor. In this event, the Contract Time shall be extended appropriately and the Contract Sum shall be increased appropriately.

§ 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 as set forth in Section 3.18.1.

§ 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. Wherever the Work of a Subcontractor or Sub-subcontractor is dependent upon the Work of other Subcontractors, or the Contractor, the Contractor shall require the Subcontractor or Sub-subcontractor to:

§ 3.3.3.1 Coordinate the Subcontractor's or Sub-subcontractor's Work with the dependent Work;

§ 3.3.3.2 Provide necessary dependent data and requirements;

§ 3.3.3.3 Supply and/or install items to be built into dependent Work of others;

§ 3.3.3.4 Make provisions for dependent Work of others;

§ 3.3.3.5 Examine dependent Drawings and Specifications;

§ 3.3.3.6 Examine previously placed dependent Work;

§ 3.3.3.7 Check and verify dependent dimensions of previously placed Work;

§ 3.3.3.8 Notify the Contractor of previously placed dependent Work or dependent dimensions which are unsatisfactory or will prevent a satisfactory installation of the Subcontractor's or Sub-subcontractor's Work; and

§ 3.3.3.9 Not proceed with the Subcontractor's or Sub-subcontractor's Work until the unsatisfactory dependent conditions have been corrected.

§ 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. The word "provide" shall mean furnish and complete installation, including connections, unless otherwise specified. All connection charges, assessments or inspection fees which may be imposed by any public agency or utility company are included in the Contract Sum and shall be the Contractor's responsibility, except the final water and sewer connection charges which shall be paid by the Owner.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.2.1 The products, materials and equipment of manufacturers referred to in the Specifications and on the Drawings are intended to establish the standard of quality and design required by the Architect; however, products, materials, and equipment manufacturers, other than those specified, may be used, if equivalent and approved in writing by the Architect.

§ 3.4.2.2 It is deemed that the term "or approved equal" is included after all products, materials, and equipment referred to in the Specifications or on the Drawings.

§ 3.4.2.3 The Owner in consultation with the Architect will be the sole judge of equivalency of proposed substitute products, materials, and equipment. The Architect will make written recommendation of acceptance or rejection to the Owner. The Owner will then authorize the Architect to issue to the Contractor written approval or rejection of the substitution.

§ 3.4.2.4 If the Contractor desires to use a substitute item, the Contractor shall make application to the Architect in writing in sufficient time (having regard to the progress of the Work, the period of delivery of the goods concerned and adequate time for the Owner's and Architect's review) stating and fully identifying the proposed substitute, cost changes (if any), and submitting substantiating data, sample, brochures, etc. of item proposed. It is the Contractor's responsibility to provide sufficient evidence by tests or other means to support any request for approval of substitution.

§ 3.4.2.5 Prior to proposing any substitute item, the Contractor shall satisfy itself the item the Contractor proposes is, in fact, equal to that specified, it will fit into the space allocated, it affords comparable ease of operation, maintenance, and service, its appearance, longevity, and suitability for the climate and use are comparable to that specified, and the substitution is in the Owner's best interest.

§ 3.4.2.6 The burden of proof a proposed substitution is equal to a specified item shall be upon the Contractor, who shall support its request with sufficient test data and other means to permit the State Engineer and Architect to make a fair and equitable decision on the merits of the proposal. Any item by a manufacturer other than those cited in the Contract Documents, or of brand name or model number or of generic species other than those cited in the Contract Documents will be considered a substitution.

§ 3.4.2.7 Materials and methods proposed as substitutions for specified items shall be supported by certification of their acceptance for use by an authority or by a person or persons having jurisdiction over the use of the specified material or method.

§ 3.4.2.8 Acceptance of substitutions shall not relieve the Contractor from responsibility for compliance with all the requirements of the Construction Documents. The Contractor shall be responsible at its own expense for any changes in other parts of the Work of the Contractor or the Owner or the Owner's Separate Contractors caused by substitutions, including cost of all design and redesign services related thereto incurred by the Architect and the Contractor's consultants.

§ 3.4.2.9 The Contract Time shall be extended and the Contract Sum will be equitably adjusted, but only in the event the substitution is approved by the Owner, and the extension of the Contract Time and the adjustment of the Contract Sum are included with the request and approved by the Owner. No later request by the Contractor for an extension of the Contract Time or adjustment in the Contract Sum will be allowed.

§ 3.4.2.10 All costs for the evaluation of proposed substitutions, whether approved or not, shall be borne by the Contractor.

§ 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. The Contractor shall be responsible to maintain and observe, and to require his Subcontractors to maintain and observe, sound labor practices, and shall require each Subcontractor to take all steps reasonably necessary to avoid labor disputes or stoppages.

§ 3.4.4 Except in the event of an emergency, no substantial field operations shall be performed outside of regular working hours without prior notification of the Architect and Owner. The Contractor will not be entitled to additional compensation for Work performed outside of regular working hours, except as otherwise expressly agreed in writing by the Owner prior to the performance of such overtime Work. Additional compensation for such authorized overtime shall be limited to the direct cost of the premium portion only of such authorized overtime. No additional indirect costs or fees shall be included.

§ 3.4.5 All materials and equipment shall be delivered, handled, stored, installed, and protected to prevent damage in accordance with best current practice in the industry, in accordance with manufacturers' specifications and recommendations, and in accordance with the Contract Document requirements. The Contractor must store packaged materials and equipment in their original and sealed containers, marked with the brand and manufacturer's name, until ready for use, and deliver materials and equipment in ample time to facilitate inspections and tests prior to installation. The term "delivery" in reference to any item specified or indicated, means the unloading and storing with proper protection at the Project site. Damaged materials or equipment will be rejected and removed from the Project site by the Contractor.

§ 3.4.6 Before ordering materials, equipment, or performing Work, the Contractor shall verify indicated dimensions. If a discrepancy exists, the Contractor shall notify immediately the Architect of the same. The Architect will then clarify the intended design. The Contractor shall take field measurements required for the proper fabrication and installation of the Work. Upon commencement of any item of Work, the Contractor shall be responsible for dimensions related to such item of Work.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

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

§ 3.5.3 Where the Contract Documents provide for equipment and material warranties in addition to the Contractor's warranty contained in Section 3.5.1, such warranties shall at a minimum:

§ 3.5.3.1 Provide the term of the warranty shall start on the date of Substantial Completion of the Project or the date the Owner takes beneficial occupancy of any portion of the Project that requires the use or start-up of the warranted equipment or materials, whichever date occurs first;

§ 3.5.3.2 Provide for complete repair or replacement of defective equipment or materials;

§ 3.5.3.3 Provide all materials, shipping, and labor necessary to repair or replace defective equipment or materials at no expense to the Owner;

§ 3.5.3.4 Provide any replacement parts used in repairing or replacing defective equipment or materials shall be new or in a like-new condition;

§ 3.5.3.5 Provide for the complete repair or replacement of defective equipment or materials within 14 days after receiving written notice of the defect; provided, however, the Owner may, at its sole discretion, grant an extension of time for good cause shown;

§ 3.5.3.6 Provide for no limitation of liability should the Contractor and/or manufacturer fail to repair or replace defective equipment or materials within the time specified in Section 3.5.3.5 or should the remedy of repair or replacement otherwise fail;

§ 3.5.3.7 Be construed under South Dakota law; and

§ 3.5.3.8 Provide any legal action brought on the warranty shall be brought only in Circuit Court, Hughes County, South Dakota.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use, excise, 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. The Owner does not require inspection and license fees be paid to a municipality for Work performed on the Owner's property (State property).

§ 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. The Contractor shall indemnify the Owner and the Architect against all costs, fines, and damages, and all actions, claims, and proceedings, due to its failure to do so.

§ 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. Should applicable laws, ordinances, statutes, treaties, executive orders, tariffs, standards, rules and/or regulations change ~~between the date of the Guaranteed Maximum Price proposal and commencement of the Work or~~ during the progress of the Work, and should such change require the Contractor to perform either more or less Work or cause the Cost of the Work to change, the Contract Sum and Contract Time shall be equitably adjusted in compliance with the requirements of Article 7, Changes in the Work.

§ 3.7.4 It is not the responsibility of the Contractor to make certain the Construction Documents are in accordance with applicable laws, statutes, building codes, and regulations. If the Contractor observes any of the Construction Documents are at variance therewith in any respect, the Contractor shall promptly notify the Owner and the Architect in writing, and any necessary changes shall be accomplished by appropriate modification to the Construction Documents.

§ 3.7.5 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.6 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness so as not to cause delay in the progress of the Work.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

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

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, (2) allow the Architect reasonable time to review submittals, and (3) include deadlines for the Architect's review and response to the Contractor's submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals. If the Architect fails to timely respond to the Contractor's submittals, the Contractor will be entitled to an increase in the Contract Sum and an extension of the Contract Time based on the excess time it took for the Architect to complete its duties and based upon any increased costs incurred by the Contractor including the reasonable costs of shutdown, delay, and start-up, plus interest as provided in the Contract Documents. The Contractor may incorporate the submittal schedule into the Construction Critical Path Method (CPM) schedule or submit for the Architect's approval just the submittal portion of the schedule.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect and included in the Project Schedule 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 Intentionally Omitted.

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

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work, and the Contractor, the Owner and the Architect mutually agree the Contractor will be responsible for providing professional architecture or engineering services. ~~The Contractor, the Owner, and the Architect will endeavor to determine prior to the fixing of the Guaranteed Maximum Price the professional services requested and~~

~~who will provide the professional services. If the professional services will be the Contractor's responsibility, the Contractor is assigned the responsibility for providing the professional services, and if the foregoing determinations are made after the Guaranteed Maximum Price and Project Schedule are agreed upon, then the Contractor will be entitled to an extension of the Contract Time and an increase in the Guaranteed Maximum Price made necessary by the addition to the professional services.~~ The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10.1, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents; provided, however, the Architect will promptly correct any errors, inconsistencies, or omissions discovered by or made known to the Architect. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify the portion of the Work to be performed pursuant to the Contractor's design professional's services has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form reasonably specified by the Architect. The Architect will have 14 days within which to confirm or dispute the Contractor's design professionals' certifications. If the Architect disputes the certifications, the Contractor must either correct the Work, or the Contractor may file a Claim in accordance with the requirements of Article 15.

§ 3.12.11 The Contractor shall submit to the Architect for review a schedule for the submittal of Shop Drawings, Project Data, Samples, and other submittals. The Contractor shall review, approve, and submit to the Architect, with reasonable promptness and in such sequence as to cause no delay in the Work or in the services of the Architect or any Separate Contractor, all Shop Drawings, Data, Samples, and other submittals required by the Contract Documents, in accordance with the schedule approved by the Architect.

§ 3.12.11.1 The Architect reserves the right to review Shop Drawings, Product Data, Samples, and other submittals in a sequence consistent with the sequence of erection, installation, and assembly of the various elements of the Work.

§ 3.12.11.2 The Contractor's identification of Shop Drawings, Product Data, Samples, and other submittals shall include verification of information required in Section 3.12.17 and Section 3.12.17.2.

§ 3.12.11.3 No extension of time will be granted, nor will any consideration be given to claims arising out of the Contractor's failure to submit any Shop Drawings, Product Data, Samples, or other submittals according to the submittal schedule or otherwise in a manner which does not allow adequate lead time for the Architect's review, or does not allow ample time for revision, resubmission, and subsequent review by the Architect as required.

§ 3.12.11.4 In the interest of coordination and expediting the Work in critical areas, i.e. exterior wall components, mechanical/electrical systems, and other areas so requested by the Architect, the Contractor shall prepare and submit to the Architect for review coordination drawings or models embodying the Work of the various trades and/or Subcontractors involved. After review, the Contractor shall distribute reviewed coordination drawings or models to affected trades and/or Subcontractors and Sub-subcontractors. The Contractor shall require the involved trades and/or Subcontractors and Sub-subcontractors cooperate in preparation of the coordination drawings or models to assure proper coordination between trades and/or Subcontractors and Sub-subcontractors. The participating trades and/or Subcontractors and Sub-subcontractors shall indicate their approval on these coordination drawings or models.

§ 3.12.12 By submitting Shop Drawings, Product Data, Samples, and other submittals, the Contractor represents the Contractor has determined and verified all materials, field measurements, and field construction criteria related thereto, checked the Shop Drawings, Product Data, Samples, and other submittals for complete dimensional accuracy; the Contractor has checked to insure that Work contiguous with and having bearing on the Work shown on the Shop Drawings is accurately and clearly shown; the Contractor has checked the Shop Drawings against the Composite Drawings prepared by the Contractor; the Work has been coordinated and the equipment will fit into the assigned spaces; and the Contractor has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Construction Documents.

§ 3.12.12.1 Any Shop Drawing, Product Data, Samples, or other submittals submitted without the Contractor's approval will not be processed for review by the Architect, but will be returned to the Contractor for the Contractor's compliance with the above procedures, in which event it will be deemed the Contractor has not complied with the provisions herein specified, and the Contractor shall bear the risk of all delays as if no Shop Drawing, Product Data, Sample, or other submittal had been submitted.

§ 3.12.12.2 Shop Drawings shall bear a coordination and approval stamp signed by the Contractor and each contiguous Subcontractor, and Sub-subcontractor, which shall confirm the representations set forth in this Section 13.12.13. Shop Drawings shall bear the seal of a registered professional engineer or the Architect when required by the Specifications or applicable laws.

§ 3.12.13 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Construction Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or other submittals under Section 4.2.7 and Section 3.12.17 unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submission and the Architect has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data, Samples, or other submittals by the Architect's approval thereof. Any deviation shall also be indicated on such Shop Drawing, Product Data, Sample, or other submittal by circling or other approved means.

§ 3.12.14 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or other submittals to revisions other than those requested by the Architect on previous submittals. Unless such written notice has been given, the Architect's Action (as defined in Section 3.12.18.1) on a resubmitted Shop Drawing, Product Data, Sample, or other submittal shall not constitute Review and Action of any changes not requested on the prior submittal.

§ 3.12.15 No portion of the Work requiring submission of a Shop Drawing, Product Data, Sample, or other submittal shall be commenced until the submittal has been approved by the Architect as provided in Section 3.12.17. All such portions of the Work shall be in accordance with approved submittals.

§ 3.12.15.1 No Shop Drawing, Product Data, Sample, or other submittal shall be issued to the field without the Architect's Action stamp affixed thereto.

§ 3.12.16 Shop Drawing, Product Data, and Other Submittals Procedures

§ 3.12.16.1 Shop Drawing Requirements: Shop Drawings and other submittals shall show design, materials (kind, thickness and finish), dimensions, connections, rough openings, routing details, and other details necessary to insure they accurately interpret the Drawings and Specifications and also show adjoining Work in such detail as required to provide proper connection with the same. Shop Drawings and other submittals shall be numbered consecutively and insofar as possible shall be uniform in size.

§ 3.12.16.2 Identification: All Shop Drawing, Product Data, and other submittals shall be identified with the name of the Project, Project Number, building or buildings for which the Shop Drawings, Product Data, and other submittals are being submitted, and shall contain the Architect's name, Contractor's name, Subcontractor's name, Sub-subcontractor's name, date of submittal, drawing number, revision, if any, as well as the Specification section under which the Work is to be performed and the Drawing and detail numbers that relate to the Shop Drawings, Product Data, and other submittals.

§ 3.12.16.3 Transmittals: All Shop Drawings, Product Data, and other submittals shall be accompanied by a letter of transmittal from the Contractor setting forth the same identification information as required above under Section 13.12.16.2. The Contractor shall number transmittals consecutively in sequence with the sample transmittals and shall indicate the Submittal Procedure number being followed. The transmittal shall also indicate if Shop Drawing is a resubmittal and note the Architect's file number for the original submittal.

§ 3.12.16.4 Submittal Procedures: The Contractor shall submit to the Architect copies of Shop Drawings, Product Data, and other submittals in accordance with the Submittal Procedures listed below.

§ 3.12.16.4.1 Shop Drawings, Product Data, and other submittals shall be sent by the Contractor to the Architect's employees and consultants as designated by the Architect.

§ 3.12.16.4.2 Shop Drawings, Product Data, and other submittals can be sent via an electronic method (email or other electronic platform) or via original paper copy. The Contractor, the Architect, and the Owner shall agree on the submittal method (email, other electronic platform, original paper copy, etc.).

§ 3.12.16.4.3 Shop Drawings, Product Data, and other submittals shall be clearly legible and physical product samples shall be provided whenever necessary.

§ 3.12.17 Architect's Distribution & Stamp: Following the Architect's review of each Shop Drawing, Product Data, and other submittals submission, the Architect will retain a copy of the submittal for the Architect's records, as well as return copies of the Shop Drawings, Product Data, and other submittals to the Contractor and to the Owner with the Architect's stamp and signature affixed thereto, annotated as follows:

§ 3.12.17.1 "A Action": "A Action" means the submission is in general conformance with the design concept. Construction, fabrication, and/or manufacture can proceed subject to the provision the Work shall be in accordance with the requirements of the Construction Documents. Final acceptance of the Work shall be contingent upon such compliance.

§ 3.12.17.2 "B Action": "B Action" means the submission is in general conformance with the design concept, subject to notations by the Architect on the returned Shop Drawings, Product Data, or other submittals. Construction, fabrication, and/or manufacture can proceed, subject to the provision the Work shall be carried out in compliance with all annotations and/or corrections indicated on the returned Shop Drawings, Product Data, or other submittals and in accordance with the requirements of the Construction Documents. Final acceptance of the Work shall be contingent upon such compliance.

§ 3.12.17.3 "C Action": "C Action" means the Contractor shall revise and resubmit the Shop Drawings, Product Data, or other submittals in accordance with all annotations and/or corrections indicated therein. Construction, fabrication and/or manufacture cannot proceed. Shop Drawings, Product Data, or other submittals bearing a "C Action" stamp shall not be permitted on the Project Site.

§ 3.12.17.4 "D Action": "D Action" means the submission is rejected for nonconformance with the design concept, and the Contractor shall make a new submittal which shall comply with the requirements of the Construction Documents. Construction, fabrication, and/or manufacture cannot proceed. Shop Drawings, Product Data, or other submittals bearing a "D Action" stamp shall not be permitted on the Project Site.

§ 3.12.18 Contractor's Distribution: When transparencies are returned "A Action" or "B Action", the Contractor shall obtain and provide such number of prints to the Subcontractor as may be required by the Subcontractor for the Subcontractor's distribution to Sub-subcontractors. The Contractor shall have copies of all "A Action" or "B Action" Shop Drawings, Product Data, or other submittals at the Project Site at all times and shall make them available to the Architect's representatives.

§ 3.12.19 Cost of Submittal and Distribution: All charges in connection with the delivery to the Architect of Shop Drawings, Product Data, or other submittals shall be paid by the Contractor. All charges in connection with the distribution to the Contractor of Shop Drawings, Product Data, or other submittals shall be paid by the Contractor.

§ 3.12.20 Samples

§ 3.12.20.1 Samples Procedures

§ 3.12.20.1.1 Sample Requirements: Where possible, all samples required for a particular Specification Section shall be submitted together.

§ 3.12.20.1.2 Samples shall be submitted from the same source which will supply the actual job. Samples shall be of adequate size to show quality, type, color, range, finish, texture, and other specified characteristics.

§ 3.12.20.1.3 Samples of materials or products which are normally furnished in containers or packages, which bear descriptive labels and/or application or installation instructions, shall be submitted with such labels and/or instructions.

§ 3.12.20.2 Identification: All Samples shall be labeled, tagged, or otherwise clearly identified. Labels or tags shall set forth the name of the Project, the project number, buildings for which the Sample is being submitted, Architect, Contractor, Subcontractor, and/or supplier, the name of the manufacturer, fabricator, or processor, the trade designation, grade and quality of the material or product, the date of submittal, and specific identification of each sample and a precise reference to the Specification Article and Sub Article wherein the material, product, or element of the Work is specified. Each label or tag shall have sufficient clear space to permit the application of the approval stamp of the Contractor and the action stamp of the Architect.

§ 3.12.20.3 Transmittals: All Samples shall be accompanied by a letter of transmittal from the Contractor setting forth the same identification information as required above under Section 3.12.12.2. The Contractor shall number transmittals consecutively in sequence with the Shop Drawings and Product Data transmittals. Where appropriate, test data and/or manufacturers' certificates shall be referenced in and forwarded with the letter of transmittal. Samples without accompanying certificates or test data will be returned without action.

§ 3.12.20.4 Submittal Procedure: The Contractor shall submit the number of Samples as indicated below:

§ 3.12.20.4.1 In the event a range of variations in texture, graining, color, or other characteristics may be anticipated in furnished materials, assemblies, or elements of the Work, a sufficient number of Samples of such materials or products shall be submitted to indicate the full range of characteristics which will be present in the materials or products proposed for the Work. Any such materials or products delivered or erected prior to approval of full range Samples shall be subject to rejection.

§ 3.12.20.4.2 All Samples shall be submitted in triplicate to the Architect's home office, or where directed by the Architect, except as otherwise set forth in other Sections of the Contract Documents.

§ 3.12.20.5 The Architect's Distribution & Stamp: Following the Architect's review of each Sample submission, the Architect will return one set of each submission to the Contractor with the Architect's stamp and signature affixed thereto and annotated in a manner conforming to the convention established in Section 3.12.17.

§ 3.12.20.6 Contractor's Distribution: When Samples are returned 'Action A' or 'Action B', the Contractor shall retain such Samples in a suitable place at the Project site for use by the Contractor, Subcontractors, Sub-subcontractors, the Architect and the Architect's authorized representatives to ensure all Work is being installed in accordance with the Samples. The remaining Samples will be retained by the Architect.

§ 3.12.20.7 Cost of Submittal and Distribution: All charges in connection with the delivery of Samples to the Architect's home office or where directed by the Architect (and all charges in connection with the subsequent distribution thereof by the Architect) shall be paid by the Contractor.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. In the event the Contractor is not hired to complete the interior finishes for various portions of the Project, the Contractor will be the party responsible for determining where, if any space is available, Separate Contractors completing the interior finishes may lay down materials and equipment.

§ 3.13.1 Notwithstanding the designation of construction limits or the indication of temporary fences or barricades, the provisions of the Contract Documents governing certain portions or phases of the Work may require certain operations be carried out beyond such designated limits. Trenching, utility work, site development, landscaping, and all other Work, if required beyond such designated limits, shall be scheduled in such a manner as to cause or occasion a minimum of inconvenience or disturbance or interference with the normal operation of the Owner, abutters, and the public. The Contractor shall obtain the Owner's prior approval for such operations, prosecute such operations expeditiously, and restore the affected area and other areas needed for access to their original condition immediately upon completion of such operations, unless otherwise specified herein.

§ 3.13.2 All operations, including pumping, draining, and control of surface and ground water shall be carried out so as to avoid endangering the Work of any adjacent facility or property, or interrupting, restricting, or otherwise infringing or interfering with the use thereof.

§ 3.13.3 The Contractor shall confine operations at the Project site to work related activities. The Contractor shall not use the Project site for lodging or as a personal residence.

§ 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. The Contractor shall restore all areas requiring cutting, fitting, or patching to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.14.3 Structural elements of the Work shall not be cut, patched, or otherwise altered or repaired without written authorization by the Architect.

§ 3.14.4 Authorization to proceed with remedial operations for any damaged or defective element or portion of the Work shall not constitute a limitation or a waiver of the Architect's or the Owner's right to require the removal and replacement of any Work which fails to fulfill the requirements of the Contract Documents.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents, officers, 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 or malicious acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. In defending the Owner and its agents, officers, and employees, the Contractor will engage other professionals including, but not limited to, legal counsel, which professionals are subject to the Owner's approvals, which approvals will not be unreasonably withheld. 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. The obligations of the Contractor under this indemnification obligation will apply to all matters except those arising from the negligence or the malicious acts or omissions of the Owner, the Architect or the Owner's Separate Contractors. Further, the obligation of the Contractor under this indemnification provision will not extend to the liability of the Architect, its consultants, agents, or employees arising out of (1) the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, its consultants, agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.

§ 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.

§ 3.18.3 The Contractor agrees to defend, indemnify, and save the Owner, and Architect, or any of its consultants, and their respective successors, agents, or employees harmless from all costs, liabilities, damages or expenses, including reasonable attorneys' fees, incurred by them, by virtue of any claim or claims whatsoever filed by any Subcontractor, Sub-subcontractor, mechanic, laborer, or material supplier making claims arising from the Work by, through, or under the Contractor for which payment has been made by the Owner to the Contractor. The Contractor also hereby agrees to defend, indemnify, and hold harmless, protect, and defend the Owner, the Architect and the Architect's consultants, and their respective successors, agents, or employees from and against any liability, claim, judgment, loss, damage, attorneys' fees, court costs, and expenses of collection, occasioned in whole or in part by the failure of the Contractor, its Subcontractor, or Sub-subcontractors to comply with any of the terms or provisions of the Contract Documents.

§ 3.18.4 Indemnification of Intangible Property

The Contractor will defend, indemnify, and hold harmless the Owner, the Architect and the Architect's consultants, and their respective successors, agents, and employees (each an "Indemnitee") from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees and the cost of enforcing any right to indemnification arising out of or resulting from any loss of, loss of use of, damage to, corruption of, and inability to access or inability to manipulate Electronic Data. Notwithstanding the foregoing, Contractor's obligation to indemnify all Indemnitees on a combined basis will be limited to the sum of Contractor's electronic data liability insurance policy in a sum with policy limits of \$1,000,000.00 required under the Agreement. Such obligation shall be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to an Indemnitee.

§ 3.18.4.1 Definition of Electronic Data

"Electronic Data" means information, facts or programs, stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, services, data processing devices, or any other media which one uses with electronically controlled equipment.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect, under the direction of the State Engineer, will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction of the Project at least through 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.

§ 4.2.1.1 The Contractor shall accept instructions only from the Architect or State Engineer, and not the Architect's consultants, except as the Architect and State Engineer shall authorize in writing.

§ 4.2.1.2 The Architect shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the Architect may perform the Architect's functions under the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, the Owner and Contractor shall communicate with each other through the Architect about matters arising out of or relating to the Contract; provided, however, the Owner may instruct, correspond, or negotiate with the Contractor directly and in such event will advise the Architect of any significant instruction, correspondence, or negotiation, and will afford the Architect an opportunity to attend any formal discussions directly between the Owner and the Contractor, if appropriate. Except as otherwise provided herein, communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors may be through the Owner or Contractor. Notwithstanding any other provisions herein to the contrary, the Owner may communicate at any time with any person.

§ 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. If the Architect fails to timely review and certify the Contractor's Applications for Payment, the Contractor will be entitled to increases in the Contract Sum and extensions of the Contract Time, as appropriate, in light of the Architect's delay.

§ 4.2.6 The Architect has the responsibility and authority to reject Work that does not conform to the Contract Documents. Whenever, in the Architect's reasonable and professional judgment, the Architect considers it necessary

or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will timely review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Contractor will prepare Change Orders. The Architect will prepare Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.5.

§ 4.2.9 The Architect will conduct, at the time and place approved by the Owner with representatives of the state agencies involved in the Project, inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor in writing of any duties, responsibilities, and limitations of authority upon the execution of the Agreement, and thereafter upon any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 Intentionally Omitted.

§ 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, and will not show partiality to either.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will, upon Owner's approval, be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will timely review and respond to requests for information about the Contract Documents. The Architect's response to such requests, which is subject to approval by the State Engineer on the Owner's behalf, 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. If the Architect fails to perform these responsibilities within time limits agreed upon, or otherwise with reasonable promptness, the Contractor will be entitled to an increase in the Contract Sum and an extension of the Contract Time, as appropriate.

§ 4.2.15 The duties, responsibilities and limitations of authority of the Architect as the Owner's representative during construction as set forth in the Contract Documents will not be modified or extended without the written consent of the Owner, the Contractor, and the Architect.

§ 4.2.16 In case of the termination of the employment of the Architect, the Owner shall appoint a replacement Architect whose status under the Contract Documents shall be that of the former Architect.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term “Subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term “Subcontractor” does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term “Sub-subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Prior to the issuance of a request for bids or proposals, the Contractor shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 7 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 7-day period shall constitute notice of no reasonable objection.

§ 5.2.2 Award of Subcontracts and Other Contracts for Portions of the Work. The Contractor shall conduct an investigation of each of its proposed Subcontractor’s capabilities to assure each is responsible and has the requisite experience, skill, physical plant, and financial strength necessary to perform each Subcontractor’s respective Work. The Contractor shall not contract with any Subcontractor that is not responsible or does not have the requisite experience, skill, physical plant, and financial strength necessary to perform its part of the Work.

§ 5.2.2.1 Each subcontract shall require the Subcontractor to consent to any assignment to the Owner of the subcontract in the event of a default by the Contractor hereunder.

§ 5.2.2.2 Nothing in Section 5.2 shall be construed to create a privity of contract between the Owner and any Subcontractor.

§ 5.2.3 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.4 If the Owner or Architect has objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no objection. If the proposed but rejected Subcontractor was 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.

§ 5.2.5 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor’s Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract

agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract identical to Articles 3, 6, 10, 11 and 12 of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation. The Owner will provide to the Contractor copies of contracts with Separate Contractors. If the Contractor claims that delay or additional cost is involved because of such action by the Owner or Owner's Separate Contractors, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.1.1 The Work of the Owner or Owner's Separate Contractors may include Work assigned to the Contractor under the Contract Documents which Work, as determined by the Owner, is not being performed properly or in accordance with the scheduling provisions of the Contract Documents, whether or not the Contractor is in default under Section 14.2.1 and whether or not the Owner has terminated the Contract under Section 14.2.3. If the Owner elects to exercise this right, it will do so upon reasonable notice to the Contractor. There shall be an appropriate adjustment in amounts payable to the Contractor to reflect the Work undertaken by the Owner, which the parties shall confirm by Change Order in accordance with Article 7. If the Contractor claims delay 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 any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement, including an adjustment to the Contract Time. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised. In addition, the Contractor will be

entitled to an increase in the Contract Sum to the extent the Contractor's responsibilities, services, or costs are increased due to the presence of Separate Contractors at the job site or otherwise.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents. Notwithstanding the foregoing, the Owner recognizes space at the job site is limited.

§ 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, upon having actual knowledge of discrepancies or defects, promptly notify the Architect and the Owner of discrepancies or defects in the construction or operations by the Owner or Separate Contractor that render it unsuitable for proper execution and results of the Contractor's Work. The Contractor shall not be responsible for any discrepancies or defects in the construction or operations by the Owner or Separate Contractor. Upon discovery, the Architect, the Owner and the Contractor will meet to determine how to correct the discrepancies or defects, who will correct the discrepancies or defects, who will pay to correct the discrepancies or defects, and the schedule for correcting the discrepancies or defects. If the Contractor claims the Contractor is entitled to an extension of the Contract Time and an increase in the Contract Sum, the Contractor may make a claim as provided in Article 15.

§ 6.2.3 Subject to Section 8.3, the Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate 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.

§ 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 Project Site and surrounding area free from waste materials and rubbish, after providing written notification to the responsible party or parties and a reasonable opportunity for them to resolve the issue, the Owner may clean up and the Architect will allocate the cost among those responsible. If the Contractor disputes any assignment of costs, the Contractor may file a notice of a Claim in accordance with Article 15.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.1.4 The cost or credit to the Owner resulting from a change in the Work shall be determined in one or more of the following ways:

§ 7.1.4.1 By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation. The Contractor and its Subcontractors and Sub-subcontractors shall use the Office of State Engineer proposal breakdown spreadsheet available on the Office of State Engineer website. Such lump sum proposals shall be supported by a completely detailed analysis of the proposed change subdivided into the Work of the Contractor and/or the Work of each Subcontractor and/or Sub-subcontractor involved in the proposed change, as applicable, with each such subdivision further broken down into the following elements:

§ 7.1.4.1.1 Number of labor hours to be performed by each trade, craft or classification of employee involved in the proposed change.

§ 7.1.4.1.2 The hourly rate for each such trade, craft, or classification of employee, including the appropriate wage supplement for social security, old age and unemployment contributions, and such other employee benefits as may be established by statute or by written agreement negotiated by and between organizations representing such crafts or trades and representatives of their employers.

§ 7.1.4.1.3 The estimated quantity of each item or element of material and/or equipment entering into the proposed change.

§ 7.1.4.1.4 The unit cost of each such item or element of material and/or equipment.

§ 7.1.4.1.5 Rental of items or units of construction plant and equipment with a schedule of the period or periods of use of such item or unit in connection with the proposed change.

§ 7.1.4.1.6 Rental terms and rates for each such item or unit of construction plant and equipment. Rental for equipment shall be based on the following:

§ 7.1.4.1.6.1 Hourly rental rates shall be based on rates for equipment ~~as provided listed~~ in the ~~Agreement or elsewhere in the Contract Documents, Exhibit A—Guaranteed Maximum Price Amendment, Exhibit D—Staffing Plan,~~ or if ~~they are not so provided~~ ~~neither of the foregoing~~, then the 'Green Book', latest edition, (published by the Associated Equipment Distributors, 615 West 22nd Street, Oakbrook, Illinois, 60523);

§ 7.1.4.1.6.2 Hourly rental rates for equipment not listed in the AED Green Book shall be based on 80% of the applicable rates for equipment listed therein; and

§ 7.1.4.1.6.3 Hourly rental rates determined from the AED Green Book are to include all items of cost and expense to the Contractor, including gas, oil, maintenance, repairs, insurance, and transportation to and from construction site.

§ 7.1.4.1.7 Power and/or other utilities entering into the proposed change.

§ 7.1.4.1.8 Rates and terms applicable to such power and/or other utilities.

§ 7.1.4.1.9 Additional premiums, if applicable, for the extension of insurance and bond coverages as required herein to the proposed change.

§ 7.1.4.1.10 Applicable federal, state, and local taxes.

§ 7.1.4.1.11 The ~~Construction Manager's~~ General Conditions and the Construction Manager's Fee computed as provided in the Agreement.

§ 7.1.4.1.12 Any General Requirements costs incurred without markup.

§ 7.1.5 By unit prices stated in the Contract Documents or subsequently agreed upon.

§ 7.1.6 By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

§ 7.1.7 By the method provided in Section 7.1.15.

§ 7.1.8 The Contractor shall require the itemized analysis of each portion of the proposed change to be performed by a Subcontractor and/or Sub-subcontractor be prepared by each such Subcontractor and/or Sub-subcontractor in accordance with the format established herein. Copies of all such itemized analysis shall be appended to the Contractor's itemized analysis of the proposed change in the Work.

§ 7.1.9 For purposes of calculating the General Conditions and Construction Manager's Fee in relation to Change Orders, the net cost of a proposed change in the Work shall include, and unless otherwise agreed in writing prior to the performance of the proposed change, shall be limited to the fair and reasonable estimated cost of the total of all of the individual items, elements, or components involved in the proposed change in the Work (including adds and deducts) as set forth in Sections 7.3.3.1.1 through 7.3.3.1.12.

§ 7.1.10 For each portion of a proposed net additive change in the Work to be performed directly by the Contractor, the cost to the Owner shall include an increment for the General Conditions and Construction Manager's Fee of the Contractor associated with such portion of proposed change of 8% of the net cost of the Work.

§ 7.1.11 For each portion of a proposed net additive change in the Work to be performed directly by a Subcontractor, in addition to an increment or increments for Subcontractor's General Conditions and profit associated therewith of 8%, the cost to the Owner shall include a supplementary increment or increments for Contractor's General Conditions and the Construction Manager's Fee associated therewith of 6% of the net cost of the Work.

§ 7.1.12 In computing General Conditions and the Construction Manager's Fee, the percentage for General Conditions and the Construction Manager's Fee shall be taken on basic wage only. No percentage override shall be taken on Social Security, old age and unemployment contributions, contributions to industry funds, education, and training funds and/or similar wage supplements, contributions or benefits.

§ 7.1.13 Items, elements, or components of changes in the Work or proposed changes which shall be classified as General Conditions, and excluded therefrom, shall include, but shall not necessarily be limited to:

§ 7.1.13.1 All classifications of administrative, supervisory, and clerical personnel not engaged manually in the performance of the Work, including timekeepers, clerks, watchmen, and security personnel;

§ 7.1.13.2 Miscellaneous expense, job burden, and/or other generalized categories of cost or expense;

§ 7.1.13.3 Use of small tools and miscellaneous materials; and

§ 7.1.13.4 Insurance other than insurance coverage required in the Agreement.

§ 7.1.14 In changes in the Work involving both additions to and deductions in the Work, or any portion or element thereof, or the relocation or rearrangement of items, portions or elements thereof, or the substitution of any items, portions, or elements thereof, such additions and deductions shall be balanced, and the Contractor's Fee computed on the same basis for deductions as well as additions. If at the request of the Architect and/or the Owner a number of unrelated changes in the Work are set forth individually, summarized, and totaled in a single Change Order for reasons of administrative convenience, the amount or amounts of individual deductive changes in the Work set forth therein shall, in any event, be balanced against the amount or amounts of individual additive changes in computing the Contractor's Fee for the purpose of addition or deduction.

§ 7.1.15 If none of the methods set forth in Section 7.1 is agreed upon, the Contractor, provided the Contractor receives a written order signed by the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the Owner on the basis of the reasonable expenditures and savings of those performing the Work attributable to the change, including, in the case of an increase in the Contract Sum, a reasonable allowance for the Construction Manager's Fee. In such case, and also under Sections 7.1.6 and 7.1.7 above, the Contractor shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a Change Order, at the end of each day, and will submit to

the Owner or the Owner's designated representative: (a) daily time slips showing the name of each person employed on such work, the number of hours which the person is employed thereon, the character of the person's duties, and the wages and benefits to be paid to the person and on the person's behalf, and (b) a memorandum of the equipment used in the performance of such Work, together with the rental claimed therefor. Unless otherwise provided in the Contract Documents, costs shall be limited to the following: cost of materials, including sales tax and cost of delivery; cost of labor, including Social Security, old age and unemployment insurance, and fringe benefits required by agreement or custom; worker's or workmen's compensation insurance; bond premiums; rental value of equipment and machinery; and the additional costs of supervision and field office personnel directly attributable to the change. Pending final determination of cost to the Owner, payments on account shall be made on the basis of amounts reasonably estimated by the Owner. The amount of credit to be allowed by the Contractor to the Owner for any deletion or change which results in a net decrease in the Contract sum will be the amount of the actual net cost as confirmed by the Architect and agreed to by the Owner. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance or credit for the Construction Manager's Fee shall be figured on the basis of the net increase, or decrease, if any, with respect to that change.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Contractor 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 Intentionally Omitted.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, invoices and bids confirming the costs and 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, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. If the Contractor disagrees with the method for adjustment in the Contract Sum, the Architect, the Owner and the Contractor will meet in an effort to determine the adjustment on the basis of one or more bids for the Work attributed to the change. If the Owner and the Contractor cannot agree on the adjustment in the Contract Sum, the Contractor may make a claim as provided in Article 15. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

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

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect and the Owner of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect by invoices and bids. 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 Contractor will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect. If the Contractor and the Architect cannot agree whether the minor change in the Work increases the Contract Sum or extends the Contract Time, the Contractor may file a Claim under Article 15.

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 as defined in Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time is of the essence. The time limits stated in the Contract Documents are of the essence of the Contract.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2.4 Whenever portions of the Work fall behind the Project Schedule, the Owner and the Architect shall be notified and advised of action being taken to return the Project to its original Project Schedule and such action shall be indicated on the Project Schedule which shall then be revised. If, in the opinion of the Architect or the Owner, the

Contractor is not taking adequate steps to improve or maintain the progress of the Work, the Architect or the Owner may require the Contractor to increase the number of shifts, and/or overtime operations, days of Work, and other steps necessary, all without additional cost to the Owner unless the progress of the Work is delayed due to the fault of either the Architect or the Owner.

§ 8.3 Delays and Extensions of Time/Increases in the Contract Sum

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by utility companies failing to timely move existing utility lines from or deliver utility services to the Project Site; (4) adverse weather conditions not reasonably anticipated or other natural catastrophes; (5) orders of governmental authorities due to the negligent or malicious acts of the Contractor its Subcontractors or Subsubcontractors; (6) wars or acts of terrorism; or (7) by the occurrences beyond the control, fault, or negligence of the Contractor or its Subcontractors or Sub-subcontractors which by exercise of reasonable diligence the Contractor or its Subcontractors or Sub-subcontractors are unable to prevent or provide against (each a “force majeure event”), the Contractor shall be entitled to an equitable adjustment in the Contract Time and the Contract Sum. .

§ 8.3.1.1 Within seven days of the occurrence of a force majeure event, the Contractor must give to the Owner and the Architect written notice of the occurrence of the force majeure event. The written notice must include the following information:

§ 8.3.1.2 The identification of the force majeure event and its current impact upon the Project;

§ 8.3.1.3 If known, the impact of the force majeure event upon the Contract Sum, Owner’s Budget, Project Schedule, if already agreed upon by the Owner and Contractor, and any other impacts to the Project of which the Contractor is aware;

§ 8.3.1.4 Mitigation steps to be taken by the Contractor so as to eliminate, or at least minimize, the impacts of the force majeure event upon the terms set forth in Section 8.3.1.2 and Section 8.3.1.1.

§ 8.3.1.2 The Contractor must take reasonable steps to mitigate the impact of any force majeure event. The Contractor must, on a weekly basis, keep the Owner fully apprised of the continuation of the force majeure event and the information required above. The Contractor will be entitled to an adjustment to the Project Schedule, the Contract Sum, Contractor’s Preconstruction Phase Fees, if applicable, to the extent required as a result of the force majeure event. The Contractor’s entitlement to an adjustment to the Project Schedule, the Contract Sum, and the Contractor’s Preconstruction Phase Fees, if applicable, will not be superior to the right of the Owner or prevent the Owner from terminating this Contract pursuant to Article 14.4.1.

§ 8.3.2 Any Claim for extension of the Contractor Time or increase in the Contract Sum and the Contractor’s Preconstruction Phase Fees, if applicable, under Section 8.3.1 not agreed upon by the Contractor and the Owner may be filed in accordance with Article 15, otherwise it will be waived. In the case of continuing delay only one Claim is necessary.

§ 8.3.3 The Contractor shall not be entitled to a separate extension of the Contract Time as a consequence of each one of a number of causes of delay which may have a concurrent or interrelated effect on the progress of the Work.

§ 8.3.4 The Owner shall have the right to defer the Owner’s decision or decisions with reference to any Claim for an extension of the Contract Time or increase in the Contract Sum made pursuant to the provisions of this Article until the facts or circumstances which form the basis for such Claim are fully assessed to the Owner’s reasonable satisfaction.

§ 8.3.5. Notwithstanding any other the provision in the Contract, Claims for an extension of time arising out of changes in the Work authorized pursuant to a Change Order, shall be made in writing prior to or concurrent with the submission of the Contractor's proposal pursuant to such change. No extension of time arising out of changes in the Work will be granted after the date upon which the Contractor is authorized to proceed with such change or changes in the Work, unless specific provisions governing a subsequent determination of an extension of time have been incorporated into such authorization to proceed with such change or changes in the Work. No Claim for damages or separate compensation for delay arising from such change in the Work shall be recognized or be deemed valid, it being understood that any additional cost to the Contractor arising from such change shall be included in the amended Contract Sum set forth in such Change Order.

§ 8.3.6. Notwithstanding any other provision of the Contract, time extensions will not be granted for rain, wind, snow, or other natural phenomena of normal intensity for the locality where the Work is performed. The Contractor shall build adverse weather days into the Project Schedule to account for all adverse weather days reasonably anticipated to occur at the Project location during the Construction Phase, either as specifically agreed to by the Contractor and Owner in the Contract or by determining five (5) year average weather conditions for the contract period utilizing the National Oceanic and Atmospheric Administration National Weather Service statistics for the locality or area where the Work is performed. Adverse weather is unusual or severe weather that directly affects the progress of the Work by preventing critical path activities for 50% or more of the Contractor's scheduled workday, as determined by the Architect. Time extensions due to the occurrence of adverse weather shall be limited to such days that are in excess of the number of adverse weather days reasonably anticipated to occur during the contract period at the Project location during the Construction Phase, subject to substantiation of adverse weather that directly affects the progress of the Work by preventing critical path activities for 50% or more of the Contractor's scheduled workday. Determinations of the extent of delay attributable to unusual weather phenomena shall be made by comparing the adverse weather conditions for each respective month with the average days of unseasonable weather for that month as set forth in Section 3.2.4.4 of AIA Document A133-2019. Contractor shall be entitled to a time extension for each day of unseasonable weather in a particular month in excess of the average days of unseasonable weather for that month as set forth in Section 3.2.4.4 of AIA Document A133-2019. Time extensions for weather delays do not entitle the Contractor to "extended overhead" recovery.

§ 8.3.7 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract or under applicable law. If the Architect or Owner or Owner's Separate Contractors and suppliers are delayed in the commencement of progress of the Work by an act or omission of the Contractor, the Owner will be entitled to an equitable adjustment in the Contract Sum for costs associated with such delay.

§ 8.3.8 Should the Contractor fail to substantially complete the Work within the time agreed upon in the Contract Documents, or within such extra time as may have been allowed by increases in the Contract Time, or by formally approved extensions granted by the Owner, the Contractor and the Contractor's surety shall be liable for and shall pay the Owner the sums stipulated in the Contract as liquidated damages for each calendar day of delay until the Work is substantially complete. The parties agree the liquidated damages stipulated in the Contract are not a penalty or disproportionate to any damages reasonably expected by reason of inconvenience to the public, added cost of engineering and supervision for the Project, and other items that may cause an expenditure of public funds due to the Contractor's failure to complete the Work within the time specified in the Contract. The liquidated damages provided herein shall be in lieu of any other liability and full compensation for any and all extra costs, losses, expenses, claims, penalties and any other damages of any kind whatsoever incurred by the Owner that arise from or are the result of any delay in achieving Substantial Completion; provided, however, if any delay on the part of the Contractor, any Subcontractor or Sub-subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable results in any claim by third parties against the Owner or the Architect arising out of such delay, the Contractor shall pay, satisfy, and discharge all losses, damages and expenses arising out of such claims, including attorney's fees, and shall defend, indemnify, and hold harmless the Owner and the Architect and their agents and employees from and against all costs, fees, losses, damages, and expenses arising out of such Claims enforced against the Owner or the Architect.

§ 8.3.9 No extension of time will be granted to the Contractor for any delay other than those described in Section 8.3.1. Should the Contractor fail, refuse, or neglect to supply a sufficient number of workers or to deliver the materials and equipment with such promptness as to prevent delay in the progress of the Work, or fail in any material respect diligently to commence and prosecute the Work and to proceed in accordance with the approved Project Schedule, or if the different parts thereof are not commenced, prosecuted, finished, delivered, or installed in such manner as will insure Substantial Completion in accordance with the approved Project Schedule, or if the Contractor shall fail in the performance of any of its obligations under the Contract in any material respect, the Owner shall have the right to direct the Contractor, upon 3 days' notice, at the Contractor's cost and expense, to furnish such additional labor and to expedite deliveries of materials, (or the Owner may furnish such labor and expedite such deliveries at the cost of the Contractor), which labor or expediting shall, in the Owner's opinion, be sufficient to speed up and complete the Work in accordance with the Project Schedule. If such additional labor shall not be available, the Owner shall have the right to direct the Contractor, at the Contractor's own cost and expense, to work overtime to such an extent as will be sufficient, in the Owner's opinion, to speed up and complete the Work as herein provided.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum (~~i.e., the Guaranteed Maximum Price~~) will be stated in the Agreement when determined and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

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

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect and the Owner before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect and the Owner. This schedule, unless objected to by the Architect and the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and the Owner and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect or the Owner, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment. If the Architect or the Owner object to the proposed changes to the schedule of values, the Contractor, the Architect and the Owner will meet as soon as possible to determine to what extent, if any, the schedule of values will be amended. If the Contractor, the Architect and the Owner do not agree upon the adjustments, then the Contractor or the Owner may file a Claim under Article 15.

§ 9.3 Applications for Payment

§ 9.3.1 The Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment as required in the Contract Documents, such as copies of requisitions, and releases and waivers of liens from first tier Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon

compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work; provided, the Contractor and its Subcontractors were entitled to receive payment for Work for which Certificates for Payment have been previously issued and payments have been made by the Owner therefore.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, by the 15th day of the month, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- .7 failure to carry out the Work in accordance with the Contract Documents;
- .8 a lien or attachments is filed and such lien is not discharged within 5 days of demand from the Owner;
- .9 failure of the Contractor and/or the mechanical or electrical Subcontractors, or Sub-subcontractors to comply with the mandatory requirements for maintain "up-to-day" Record Drawings;

- .10 incomplete or otherwise inadequate Application for Payment; or
- .11 reasonable evidence the Contractor is in material breach the Contractor's obligations under the Contract.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, the Architect, the Owner, and the Contractor will, within seven days of issuance of a written protest, meet in an attempt to resolve the dispute. If the Architect, the Owner, and the Contractor come to an agreement as to the amount to be paid and any action required of the Contractor or the Owner, the agreement will be reduced in writing and signed by the Architect, the Contractor, and the Owner. If the Architect, the Contractor, and the Owner cannot come to an agreement, then the aggrieved party may submit a Claim in accordance with Article 15.

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

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next 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 suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees

and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. For the portions of the Project which do not include finishing the interior spaces by the Contractor, utilization of the Work by the Owner means the delivery of the building structure sufficient for the Owner, a tenant, or a Separate Contractor to begin finishing the interior space.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 When the Architect is notified the Contractor believes a portion of the Project is Substantially Complete, the Architect shall promptly review the Work performed for the Project. The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected. If the Architect finds such Work to be Substantially Complete, it will so advise the Owner and Contractor. In that event, the Architect will, in conjunction with the Contractor, compare the list of items still to be completed, as developed by the Contractor, with the actual condition of the Work as observed by the Architect and the Architect will prepare and deliver to the Owner and the Contractor a punch list of all incomplete and unsatisfactory items as either reported to or observed by the Architect. The Architect will also specifically inspect the Work with the Owner and will add to the punch list any additional items discovered during that review. The Architect, Contractor and Owner will agree to a database on which all punch list items for the Project will be prepared to enhance the parties' access to punch list information. If the Architect finds the Project is not substantially completed, the Architect, the Owner and the Contractor will again complete an inspection or inspections of the Project once substantially completed.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents. The adjustment may not exceed 200% of the cost of completing or correcting the Work.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have

accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 In the event the Owner desires to exercise the privilege of beneficial occupancy, the Owner shall give reasonable notice to the Architect and the Contractor. If the Architect determines such proposed occupancy is reasonable and proper, the Architect shall issue a Certificate of Submittal Completion for that portion of the Project. The Contractor shall cooperate with the Owner in providing services and facilities reasonably required for the health, safety, and comfort of the occupants and other parties lawfully present and/or entering or leaving the Project Site. Mutually acceptable arrangements shall be made between the Owner and the Contractor regarding procedures, terms, and conditions governing the operation and maintenance of such services and facilities as may be utilized for the benefit of the Owner. The Owner will assume proportionate and reasonable responsibility for operation of systems, equipment, and/or utilities required to provide such services, in part or in total, including proportionate and reasonable expenses of operation incidental thereto. The warranty period for that portion of the Project will commence in accordance as of the date set forth in the Certificate of Substantial Completion. No such beneficial occupancy shall accelerate the commencement of any warranty period on any system also serving portions of the Project which have not yet achieved Substantial Completion.

§ 9.9.3 The Owner's beneficial occupancy or use of such designated areas, subdivisions, or portion of the Work shall not constitute acceptance of systems, materials, or elements of the Work which are not in accordance with the requirements of the Contract Documents; nor relieve the Contractor from the Contractor's obligations to complete the Work; nor for responsibility for loss or damage due to or arising out of defects in, or malfunctioning of, systems, materials, equipment, or elements of the Work; nor from other unfulfilled obligations or responsibilities of the Contractor under the Contract. If, however, damage results solely from any act of the Owner, the Owner will assume its proportionate responsibility for such damage.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance, the Architect will notify the Owner. The Owner and the Architect will then complete an inspection of the Work. If the punch list items have not all been completed, the Contractor will address and complete all remaining punch list items. This process will continue until the Architect and the Owner find the Work acceptable under the Contract Documents and the Contract has been fully performed. The Contractor will then issue a final Application of Payment. Upon receipt of a final Application for Payment, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid, otherwise satisfied, or will be promptly made upon the Contractor's receipt of final payment made by the Owner, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties as required in the Contract Documents, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner or by law. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are

made, the Contractor shall refund to the Owner all reasonable payments that the Owner has made in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The Owner shall make final payment of all sums due to the Contractor 30 days after the completion and acceptance of the Project by the Owner and Contractor's compliance with Section 9.10.2, above. If the Owner fails to make final payment to the Contractor within the time specified herein, the Owner shall pay the Contractor interest at the rate of four percent (4%) compounded annually on the amount retained starting from the date final payment first became due.

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

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

§ 9.10.6 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of Claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

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 Project site, including ingress and egress thereto, 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 Project site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the Project site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition. The structure of the Project is designed to support the loads of the finished building. No provision is included for stresses or loads imposed by construction operations. If the Contractor desires to place such loads in excess of the design load shown on Drawings, the Contractor shall submit Drawings and calculations prepared by, and bearing the seal of a professional structural engineer of the proposed method for supporting such loads for the Architect's review and approval. No loading of any kind in excess of design loads shall be placed on any part of the building structure prior to the Architect's approval of submitted drawings and calculations. The costs of the Architect's review shall be borne by the Contractor.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party at the next weekly meeting of the Contractor, the Architect, and the Owner as set forth in Section 3.3.2.3 of the Agreement. The Contractor shall prepare a written report setting forth the circumstances and details related to any accident or occurrences involving death, bodily injury, sickness, disease, personal injury, and/or loss or injury to or destruction of tangible property. Such reports shall be forwarded promptly to the insurance carriers, the Architect and the Owner. The report shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.2.8.1 Emergencies: In any emergency affecting the safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss and shall as promptly as conditions permit notify the insurance carriers, the Owner, and the Architect of the nature of the emergency and circumstances related thereto. Immediately thereafter, the Contractor shall prepare a written report setting forth in detail the action taken and describing in detail all circumstances and conditions which are related to such action.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding Hazardous Materials. The Contractor is not responsible for Hazardous Materials encountered at the Project site, including delays arising from encountering such Hazardous Materials, except for those Hazardous Materials (i) specifically identified by type and location in the Contract Documents to be part of the Work, or (ii) brought to the Project site by Contractor or its agents, Subcontractors, Sub-Subcontractors, laborers, materials suppliers, equipment suppliers, or others performing the Work, and negligently handled or stored by any of them, or released by any of them into the environment for any reason. As between the Owner and the Contractor, the Owner shall be deemed to be the generator of all Hazardous Materials that existed at the Project site prior to the commencement of the Contractor's Work (including for Hazardous Materials that are specifically identified by type and location to be part of the Work), and the Owner shall sign all manifests (as owner or generator, as indicated on the manifest) required to accompany the transportation and disposal of such Hazardous Materials. The Owner expressly agrees the Contractor is not responsible for any pre-existing Hazardous Materials at the Project site that are not specifically identified by type and location in the Contract Documents to be part of the Work or any Hazardous Materials brought to the Project site by anyone other than Contractor or its agents, Subcontractors, Sub-Subcontractors, laborers, materials suppliers, equipment suppliers, or others performing the Work, unless negligently handled or stored by any of them, or released by any of them into the environment for any reason. If the Contractor encounters a suspected Hazardous Material not expressly identified in the Contract Documents to be a

part of the Work, including but not limited to asbestos or polychlorinated biphenyl (PCB), the Contractor shall, upon recognizing the condition, have the right to immediately stop Work in the affected area and notify the Owner that Hazardous Materials have been encountered at the Project Site.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the Hazardous Material reported by the Contractor and, in the event such Hazardous Material is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the Hazardous Material or who are to perform the task of removal or safe containment of the Hazardous Material. 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 Hazardous Material has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by SDCL §3-21-13, the Owner shall defend, indemnify and hold harmless the Contractor, Subcontractors, Sub-subcontractors, laborers, materials suppliers, equipment suppliers, others performing the Work, 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, fines, judgments, and penalties arising out of or resulting from performance of the Work in any area affected by Hazardous Materials except with respect to Hazardous Materials identified as the Contractor's responsibility under Section 10.3.1, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for Hazardous Materials the Contractor brings to the site unless such Hazardous Materials are required by the Contract Documents. The Owner shall be responsible for Hazardous Materials required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such Hazardous Materials.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of Hazardous Materials 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 or fault on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a Hazardous Material solely by reason of performing Work as required by the Contract Documents, the Contractor may submit a Claim in accordance with Article 15 for reimbursement by the Owner for all cost and expense thereby incurred.

§ 10.3.7 The term "Hazardous Material" shall mean any material, waste, substance or chemical deemed to be hazardous under applicable federal, state, and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Project site, the practices involved in the Project or Project site, or any Work, or regulating the handling, storage, remediation, or disposal of such material, waste, substance or chemical, and includes, but is not limited to, any hazardous, ignitable, corrosive, caustic, reactive, toxic, or polluting waste or substance; a "hazardous waste" (as defined in the regulations adopted under the Resource Conservation and Recovery Act of 1976); oil or petroleum products; asbestos; polychlorinated biphenyls; formaldehyde compounds, explosives, and radioactive materials.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

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

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Intentionally Omitted.

§ 11.2 Owner's Insurance

§ 11.2.1 [Intentionally Omitted]

§ 11.2.2 **Property Insurance.** ~~As set forth in the Contract Documents, t~~The Contractor or the Owner will ~~upon the approval of the Guaranteed Maximum Price~~ obtain a builder's risk policy of insurance ~~in the amount of the Guaranteed Maximum Price~~; as set forth in the Agreement or elsewhere in the Contract Documents. If the party required to purchase the builder's risk policy ("BR Purchaser") fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the BR Purchaser shall inform the other party (the "Other Party") in writing prior to commencement of the Work. Upon receipt of notice from the BR Purchaser, the Other Party may delay commencement of the Work and may obtain insurance that will protect the interests of the Owner, Contractor, Subcontractors, and Sub-Subcontractors in the Work. In the event the BR Purchaser was required to and fails to procure coverage, the BR Purchaser waives all rights against the Other Party to the extent the loss to the BR Purchaser would have been covered by the insurance to have been procured by the BR Purchaser. If the BR Purchaser does not provide written notice, and the Other Party is damaged by the failure or neglect of the BR Purchaser to purchase or maintain the required insurance, the BR Purchaser shall reimburse the Other Party for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Required Property Insurance.** Within three (3) business days of the date the BR Purchaser becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Agreement, the BR Purchaser shall provide notice to the Other Party of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Other Party: (1) the Other Party, upon receipt of notice from the BP Purchaser, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the BP Purchaser or the Other Party; (2) the Contract Time and Contract Sum shall be equitably adjusted if the Owner is the BR Purchaser; and (3) the BR Purchaser waives all rights against the Other Party to the extent any loss to the BR Purchaser would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the BR Purchaser shall not relieve the BR Purchaser of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 Intentionally Omitted.

§ 11.3.2 Intentionally Omitted.

§ 11.4 Loss of Use Insurance

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

against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the BR Purchaser securing the builder's risk insurance as fiduciary and made payable to the Other Party as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The BR Purchaser shall pay the Other Party its just share of insurance proceeds received by the BR Purchaser, and by appropriate agreements the Other Party shall make payments to its consultants and subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the BR Purchaser shall notify the Other Party of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Other Party shall have 21 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Other Party does not object, the BR Purchaser shall settle the loss and the Other Party shall be bound by the settlement and allocation. Upon receipt, the BR Purchaser shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Other Party timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the BR Purchaser may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's or the Owner'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 or the Owner may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor of the discovered condition and give the Contractor an opportunity to make the correction, the Owner waives its right to require correction of the discovered condition by the Contractor and to make a claim for breach of warranty of the discovered condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents. The Owner shall bear the cost of correcting destroyed or changed Work caused by the Owner or its Separate Contractors.

§ 12.2.5 If the Contractor fails to correct defective or non-conforming Work as provided in Sections 3.5, 12.1, and 12.2, the Owner may correct it in accordance with Section 2.5.

§ 12.2.6 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the Architect, the Owner may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within 10 days thereafter, the Owner may, upon 10 additional days written notice, sell such Work at auction or a private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Architect's additional services made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due to the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner upon demand.

§ 12.2.7 The Contractor shall bear the cost of making good all Work of the Owner or Separate Contractors destroyed or damaged by such correction removal completed by the Contractor.

§ 12.2.8 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect and the Owner timely notice of when and where tests and inspections are to be made so that the Architect and the Owner may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect and the Owner.

§ 13.4.5 If the Architect and the Owner is to observe tests, inspections, or approvals required by the Contract Documents, the Architect and the Owner will do so promptly and, where practicable, at the normal place of testing.

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

§ 13.4.7 Where certain testing and inspection requirements are set forth in the various sections of the Construction Documents to be performed at the expense of the Owner, the Owner will retain the services of testing laboratories, agencies, or consultants, to perform such tests or inspections and render such services as may be required to verify the Work fulfills the requirements and intent of the Construction Documents. Such services will be performed in a manner consistent with the requirements of the Owner and the various agencies having jurisdiction over the Work and in accordance with reasonable standards of architectural and engineering practice.

§ 13.4.8 The Owner reserves the right to modify the scope of or to re-allocate any of the testing and inspection services specified in the various sections of the Construction Documents to be performed by a testing laboratory, agency or consultant retained by the Owner in connection with the Work when it can be satisfactorily established that such adjustment in scope is consistent with the intent of the Construction Documents. In the event the Contractor shall not concur with such modification of scope or re-allocation of such services, the Contractor shall immediately notify the Architect and Owner in writing.

§ 13.4.9 If the Architect determines any Work requires special inspection, testing, or approval which Section 13.4.1 does not include, the Architect will upon written authorization from the Owner, order the performance of such services by qualified independent testing laboratories, agencies or consultants as may reasonably be required or instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as provided in Section 13.4.1. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Construction Documents, the Contractor shall bear all costs thereof, including the cost of the tests, correction of the Work, the cost of retesting, and compensation for the Architect's additional services made necessary by such failure; otherwise the Owner shall bear such costs, and an appropriate Change Order shall be issued.

§ 13.4.9.1 If the Architect's observation or any inspection or testing undertaken pursuant to Section 13.4 reveals a failure in any one of a number of identical or similar items or elements incorporated in the Work to comply with (1) the requirements of the Construction Documents or, (2) with respect to the performance of the Work, with laws, ordinances, rules, regulations, building codes, or orders of any public authority having jurisdiction, the Architect will have the authority to order inspection and/or testing of all such items or elements of the Work, or of a representative number of such items or elements of the Work, as the Architect may in the Architect's reasonable opinion consider necessary or advisable, and the Contractor shall bear all costs thereof, including the cost of the tests, correction of the Work, the cost of retesting, and the Architect's additional services, if any are required, made necessary thereby. However, neither the Architect's authority to act under Section 13.4, nor any decision made by the Architect in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Architect to the Contractor, any Subcontractor, or Sub-subcontractor, any of their agents or employees, or any other person performing any of the Work.

§ 13.4.10 Required certificates of inspection, testing or approval shall be secured by the Contractor and promptly delivered by the Contractor to the Architect and the Owner.

§ 13.4.10.1 The Contractor shall obtain and deliver promptly to the Owner any certificates of final inspection of any part of the Work or operating permits for any mechanical or electrical apparatus, such as elevators, escalators, boilers, air compressors, fire alarms, etc., which may be required by law to permit full use and occupancy, by the Owner of the Project. Except as is otherwise provided in Section 9.8, receipt of such permits or certificates by the Owner shall be a condition precedent to Completion of the Work.

§ 13.4.10.2 Copies of reports issued as a result of services performed at the expense of the Owner pursuant to the provisions of this Section 13.4 will be distributed to all parties to the Contract.

§ 13.4.11 If the Architect or the Owner is to observe the inspections, tests, or approvals required by the Contract Documents, they will do so promptly and, where practicable, at the source of supply.

§ 13.4.12 In connection with testing and inspection services performed at the expense of the Owner, the Contractor shall provide Samples of materials and/or elements of the Work required as test specimens and shall provide incidental labor and facilities at the site reasonably required in support of such services.

§ 13.4.13 The cost of testing services required solely for the convenience of the Contractor in the Contractor's scheduling and performance of the Work shall be borne by the Contractor

§ 13.4.14 The cost of testing services related to remedial operations performed to correct deficiencies in the Work shall be borne by the Contractor.

§ 13.4.15 If, during the course of the performance of any testing, inspection, control, balancing, adjusting, or similar services by the Contractor or an agent of the Contractor, it is the opinion of the Architect the Contractor or said agent has failed to perform such services in a satisfactory manner, the Contractor shall, at the Contractor's own expense, retain the services of a service organization which is satisfactory to the Architect for the performance of such services.

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 90 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1, 14.1.2, or 14.1.5 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 the Contractor's Fee as set forth in the Agreement, demobilization costs, and the costs attributable to the termination of subcontractors and purchase orders.~~ The Owner will not be responsible for the Contract Sum, overhead, profit, or ~~the any~~ Construction Manager's Fee for Work not completed.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor:

- .1 refuses or fails to supply enough properly skilled workers or proper materials;
- .2 refuses or fails to prosecute the Work in accordance with the Contract Documents in any material respect;
- .3 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .4 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- .5 fails to coordinate its Work with Subcontractors of all tiers and with the Owner ~~and the Owner's~~ Separate Contractors as required under the Contract Documents;
- .6 fails to comply with the Project Schedule;
- .7 fails to promptly replace material or equipment or correct rejected Work;
- .8 otherwise is guilty of breach of a provision of the Contract Documents; or
- .9 is adjudged a bankrupt or insolvent, or makes a general assignment for the benefit of the Contractor's creditors, or a trustee or receiver is appointed for the Contractor or for any of its property, or files a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar law.

§ 14.2.2 In the event of any default by the Contractor under the Contract, the Owner shall have the right to take such measures as it deems necessary to correct the default at the Contractor's sole cost and expense and to deduct such costs, including but not limited to the Office of State Engineer's and the Architect's fees, as it may incur from amount otherwise owing to the Contractor, or to terminate the Contract in accordance with Section 14.2.1 in addition to any and all other remedies the Owner may now or hereafter have. If the amounts owing to the Contractor are insufficient to cover the Owner's cost of corrections, the Contractor shall pay such amount promptly upon demand.

§ 14.2.3 When any of the reasons described in Section 14.2.1 exist, the Owner shall give the Contractor and the Contractor's surety 10 days' written notice, during which the Contractor and/or the surety may rectify the cause of the termination. If rectified to the satisfaction of the Owner within said 10 days, the Owner may rescind its notice of termination. If not rectified, the termination for cause shall become effective at the end of the 10-day notice period. In the alternative, the Owner may postpone the effective date of the termination notice, at its sole discretion, if it should receive reassurances from the Contractor and its surety that the causes of termination will be remedied in a time and manner which the Owner finds acceptable. If at any time more than 10 days after the notice of termination, the Owner determines the Contractor or its surety has not or is not likely to rectify the causes of termination in an acceptable manner or within the time allowed, then the Owner may immediately terminate the Contract for cause by giving written notice to the Contractor and its surety. In no event shall termination for cause terminate the obligations of the Contractor's surety on its payment and performance bonds. Upon termination, the Owner may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials and equipment to be incorporated into the Project, 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.

§ 14.2.4 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.

§ 14.2.5 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 Architect, upon application, and this obligation for payment shall survive termination of the Contract. If a party disputes the Architect's decision, the party may file a Claim under Article 15.

§ 14.2.6 If it should be judicially determined the Owner improperly terminated this Contract for cause, then the termination shall be deemed to be a termination for the convenience of the Owner.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 Subject to the provisions of Section 14.1, the Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include payment for demobilization, subsequent remobilization, costs directly associated with protecting and securing the affected Work, General Conditions expenses, General Requirements expenses, and the Contractor's Profit or Construction Manager's Fee thereon. 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 This Agreement depends upon the continued availability of appropriate funds and expenditure authority from the South Dakota Legislature for this Project. If for any reason the South Dakota Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the Owner upon five (5) business days' written notice. Contractor agrees termination for any of these reasons is not a default by the Owner, nor does it give rise to a Claim against the Owner or any officer, agent, or employee of the Owner, and Contractor waives any Claim against the same.

§ 14.4.3 Upon receipt of notice from the Owner of such termination for the Owner's convenience, under Sections 14.4.1 or 14.4.2, 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. The Contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the foregoing, the Owner shall have no further obligation to the Contractor of any nature.

§ 14.4.4 In case of such termination for the Owner's convenience under Sections 14.4.1 or 14.4.2, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts and orders for equipment and materials, including attorneys' fees; and the termination fee, if any, set forth in the Agreement.

§ 14.4.5 ~~In no event shall t~~Termination for the convenience of the Owner under Sections 14.4.1 or 14.4.2 shall ~~not in~~ no event terminate the obligations of the Contractor's surety on its payment and performance bonds for Work completed prior to the termination of the Contract.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by written notice to the other party with a copy sent to the Architect and shall be initiated within ten (10) days after occurrence of the event giving rise to such Claim or within 30 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by written notice to the other party.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, tenant claims against the Owner, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Negotiation of Claim

§ 15.2.1 After submission of a Claim, Project representatives of each party must meet in person, or by other mutually agreeable means, within a reasonable amount of time to discuss and negotiate the Claim.

§ 15.2.2 If the Project representatives are unable to resolve the Claim within thirty (30) days of submission under Section 15.2.1, either party may refer by written notice the matter to senior representatives of each party, who shall promptly meet in person, or by other mutually agreeable means, to discuss and negotiate the Claim,

§ 15.2.3 If the senior representatives of the parties are unable to resolve the Claim within thirty (30) days of referral under Section 15.2.2, either party may demand mediation in writing as provided in Section 15.3.

§ 15.2.4 Intentionally Omitted.

§ 15.2.5 Intentionally Omitted.

§ 15.2.6 Intentionally Omitted.

§ 15.2.6.1 Intentionally Omitted.

§ 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 on Project proceeds, 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 15.1.7, shall be subject to mediation as a condition precedent to litigation.

§ 15.3.2 If informal negotiation procedures under Section 15.2 are exhausted and fail to resolve the Claim, either party may give written demand for mediation. Within thirty (30) days of receipt of such written demand by the party receiving the demand for mediation, the parties must confer and select a mutually acceptable mediator who, unless agreed otherwise by the parties, is licensed to practice law in the state where the Project is located. Thereafter, the mediation must take place within thirty (30) days of said selection at the call of the mediator, subject to any continuance due to agreement of the parties or availability of the mediator. If the parties are unable to agree upon a mediator within thirty (30) days of receipt of such demand by the party receiving the demand for mediation, the parties will petition a court where the litigation will be filed if mediation is not successful, and the court will select a mediator licensed to practice law in the state where the Project is located. Thereafter, the mediation will take place within thirty (30) days of the court ordered selection at the call of the mediator, subject to any continuance due to agreement of the parties or availability of the mediator. Absent agreement of the parties, the mediation session must not last more than eight (8) hours in length and the parties will equally share in the cost of the mediator for the mediation session. The mediation must be held in the county where the litigation must be filed pursuant to the terms of the Contract, and require in-person attendance by each party unless another arrangement for location and attendance is mutually agreed upon.

§ 15.3.3 If the parties participated in mediation but were not able to resolve the Claim, either party may file a lawsuit to resolve the Claim. As mediation is a precondition to litigation, neither party may commence with filing of litigation proceedings to resolve the Claim, unless a court where the litigation will be filed if mediation is not successful determines a party has failed, without good cause, to participate in mediation as provided in this Section 15.3. In such case, said failing party will have waived its rights as to the Claim. Thereafter, the non-failing party may file a lawsuit to resolve the Claim, but the party determined to have failed to participate in the mediation will have waived its rights with respect to the Claim.

§ 15.3.4 Notwithstanding any provision to the contrary, either party may file an appropriate action in a court where litigation will be filed for binding dispute resolution, if necessary for the sole purpose to preserve lien rights or to ensure timely filing under the law in accordance with the Statute of Limitations or Statute of Repose. In such case, any such filing must be immediately stayed pending exhaustion of informal negotiation and mediation required in Sections 15.2 and 15.3. In all matters litigated, the prevailing party will be entitled to recover its costs and expenses, including attorneys' fees incurred as a result of the Claim, the mediation, and the litigation. Agreements reached in mediation will be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.3.5 EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THE CONTRACT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OF THE ACTIONS OF EITHER PARTY TO THE CONTRACT IN NEGOTIATION, EXECUTION AND DELIVERY, PERFORMANCE OR ENFORCEMENT OF THE CONTRACT.

§ 15.3.6 Rights and Remedies.

§ 15.3.6.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. This provision relates particularly to the Contractor's obligations under Article 12.

§ 15.3.6.2 No action or failure to act by the Owner, the Architect, or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

§ 15.4 Intentionally Omitted.

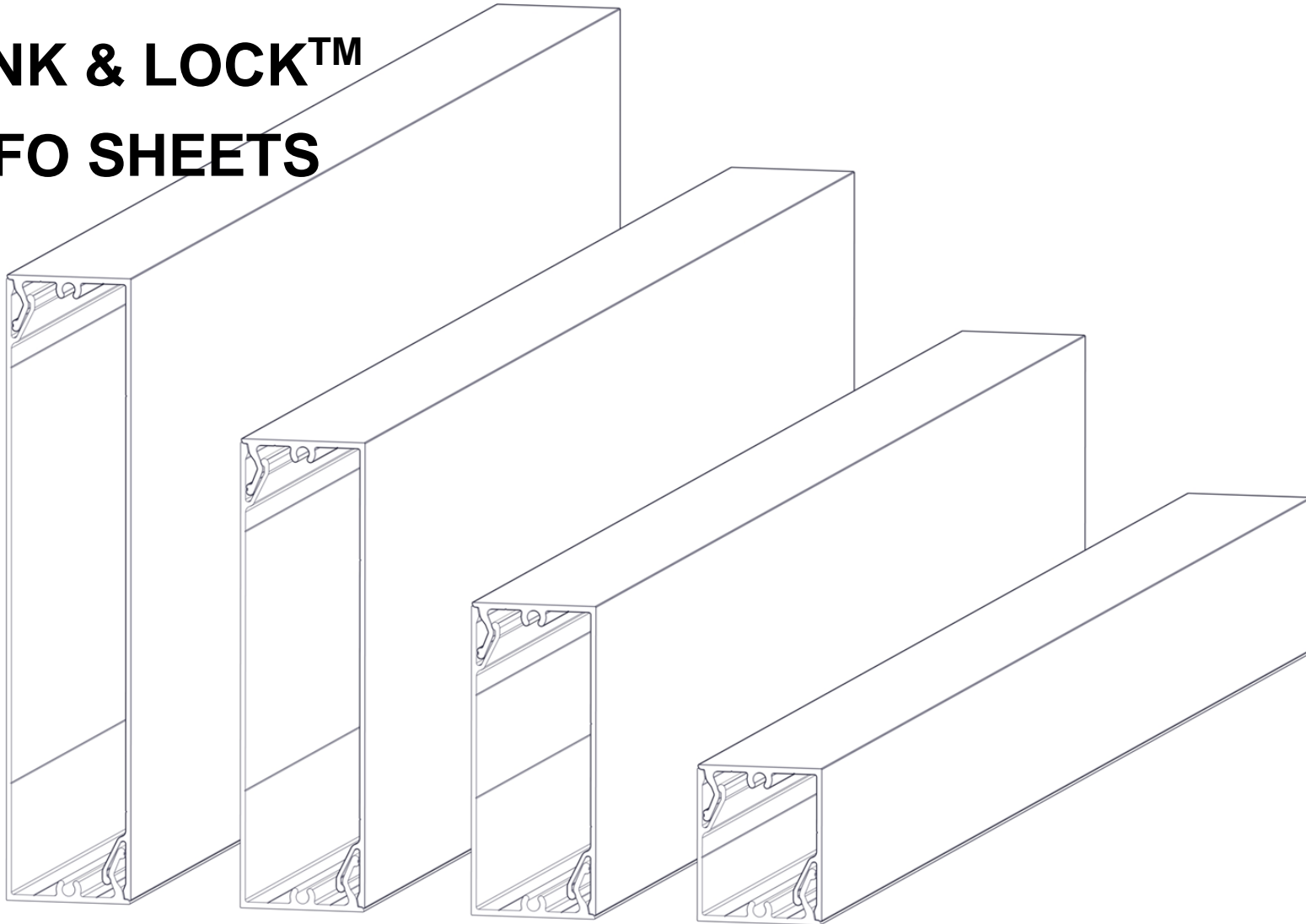




LONGBOARD®
INSPIRING ARCHITECTURE

LINK & LOCK™

INFO SHEETS



L&L Dimensions

Finishes:

Woodgrains, Solid, Specialty

Custom Solid Color Matching - (Additional lead times apply)



2" Link & Lock



4" Link & Lock



6" Link & Lock



8" Link & Lock

Actual Sizes & Weights

L&L	Width	Depth	Length	Weight(lbs/LF) *per set
2"	2" (50.8mm)	1 5/8" (41.3mm)	12'/24'	0.93
4"	4" (101.6mm)	1 5/8" (41.3mm)	12'/24'	1.3
6"	6" (152.4mm)	1 5/8" (41.3mm)	12'/24'	1.6
8"	8" (203mm)	1 5/8" (41.3mm)	12'/24'	1.9
4"x4"	4" (101.6mm)	4" (101.6mm)	12'/24'	1.8
4"x6"	4" (101.6mm)	6" (152.4mm)	12'/24'	2.1

Physical data:

- 6063-T5 Extruded Aluminum
- 100% recyclable
- Warranty on Finish: 15 year (standard)/20 year* (ultra) (*10week lead time); Aluminum: 50 year

Link & Lock™ Battens

Size	12'	24'	End Caps (20/box)	End Mounts (20/box)
2"	2X2LL.145	2X2LL.289	2LLEC.2	2LLEM.2
4"	2X4LL.145	2X4LL.289	2LLEC.4	2LLEM.4
6"	2X6LL.145	2X6LL.289	2LLEC.6	2LLEM.6
8"	2X8LL.145	2X8LL.289	2LLEC.8	2LLEM.8

Mounting Accessories	Qty	SKU
Link & Lock Mounting Clip	48, bag	LLMC.N48
Dewalt® 1/2" Pilot Point Drill Bit	1	DRILLBT.05
24' Link & Lock Internal Stiffener	1	LLSTIFF.289
3M® Double Sided Adhesive Tape - 108'	1, roll	LLTAPE.1296

Link & Lock™ Box Battens

4 x 4"	4X4LL.145	4X4LL.289	4LLEC.4	-
4 x 6"	4X6LL.145	4X6LL.289	4LLEC.6	-



4"x4" Link & Lock



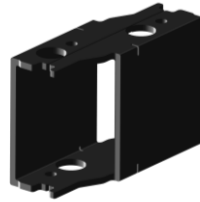
4"x6" Link & Lock

L&L Installation Components [See L&L Install Guide for details](#)



Mounting Clip:

- Nylon with embedded SS washer
- Used on Batten and Fin orientation to secure the back "L" to the substrate
- Included in order with L&L for 6' O.C. attachment
- Additional Clips purchased separately (48 pcs/box)



End Mount:

- Extruded 6063-T5 Aluminum Alloy, powder coated black
- Used for End-to-End attachment to provide a solid mount for the L&L set to wrap around and snap together
- Available for 2", 4", 6" & 8" L&L
- Purchased separately (20 pcs/box)



#12 Fastener (By others):

- Zinc-plated or Stainless Steel
- Used for attaching the back "L" to the substrate
- Use the correct fastener for the required project substrate
- Supplied by others



Internal Stiffener:

- Extruded 6063-T5 Aluminum Alloy (comes powder coated black)
- Used for reinforcing the 4", 6" & 8" L&L to allow for up to 12' spans between attachment points
- See Testing and Loading page for span allowance



1/2" Pilot Point Drill Bit:

- 1/2" Pilot Point Drill Bit
- Used for Drilling out the holes for mounting the L&L to the substrate
- See Install Guide for drilling details



Paint Pen:

- Color choices available
- Used for touch ups at the ends before installing End Caps
- Purchased separately



Double-sided Adhesive Tape:

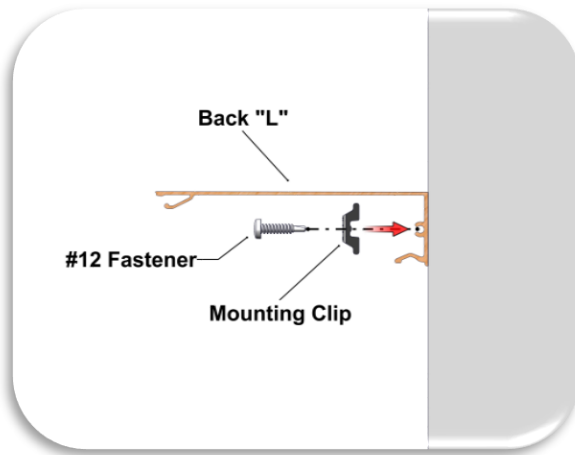
- 3M VHB Tape
- Used for attaching the Internal Stiffener to the back "L" of the L&L set
- Tape is placed in the center of the Stiffener

L&L Install Images

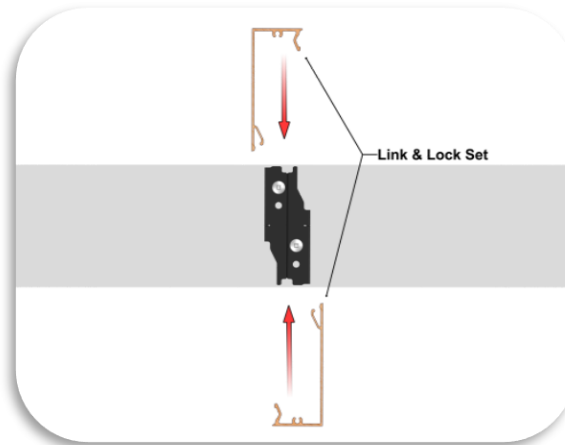
See L&L Install Guide for details

BIM & CAD: RVT & DWG files available, see website for details

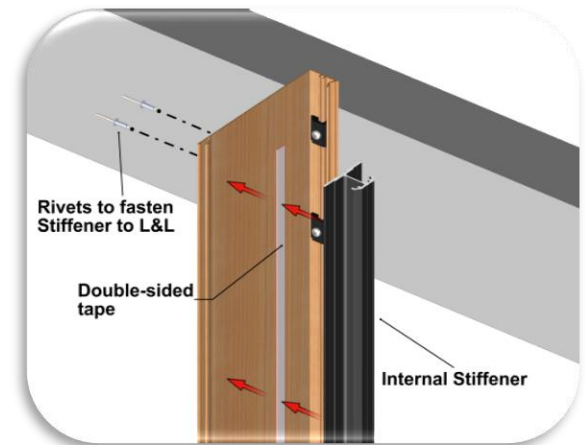
Mounting Clip (Fin orientation)



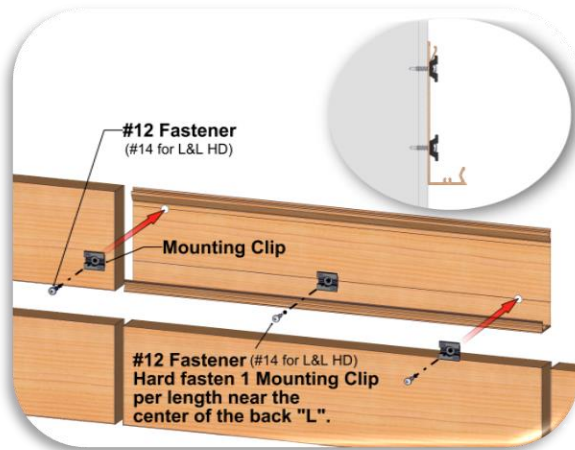
End Mount



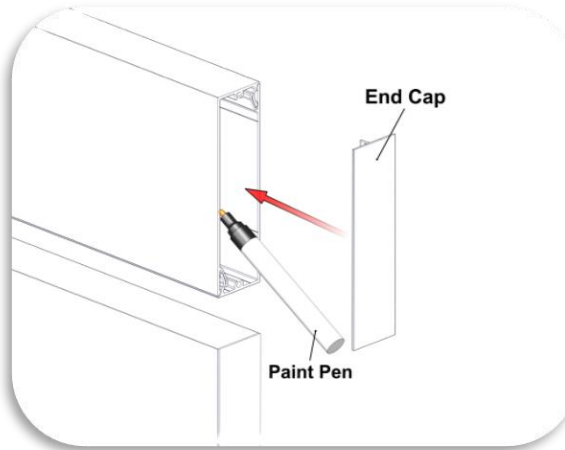
Internal Stiffener (with Double-sided Tape)



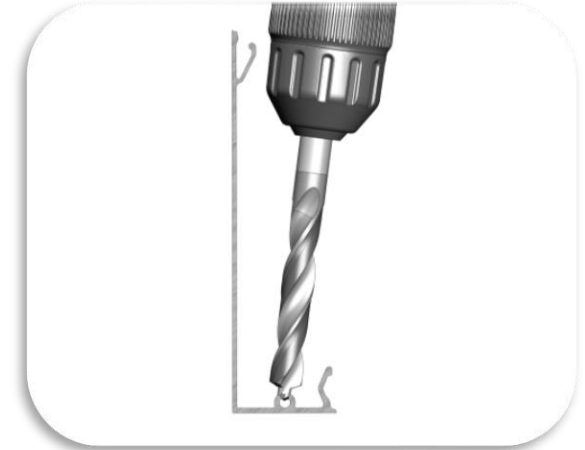
Mounting Clip (Batten orientation)



Paint Pen (for cut edges)



Drilling (Fin orientation)



L&L Testing Data and Allowable Spans

LONGBOARD®
INSPIRING ARCHITECTURE

2" LINK & LOCK		PSF (FACTORED/ULTIMATE)									
		30	40	50	60	70	80	90	100	110	120
ALLOWABLE SPAN (ft)	4'	[Green]									
	6'	[Green]									
	8'	[Green]									
	10'	[Green]									

All testing has been performed using L/180 deflection limits

LONGBOARD®
INSPIRING ARCHITECTURE

4" LINK & LOCK		PSF (FACTORED/ULTIMATE)										
		30	40	50	60	70	80	90	100	110	120	
ALLOWABLE SPAN (ft)	2'	[Green]										
	4'	[Green]										
	6'	[Green]										
	8'	[Green]										

All testing has been performed using L/180 deflection limits

LONGBOARD®
INSPIRING ARCHITECTURE

6" LINK & LOCK		PSF (FACTORED/ULTIMATE)									
		30	40	50	60	70	80	90	100	110	120
ALLOWABLE SPAN (ft)	2'	[Green]									
	4'	[Green]									
	6'	[Green]									

All testing has been performed using L/180 deflection limits

LONGBOARD®
INSPIRING ARCHITECTURE

8" LINK & LOCK		PSF (FACTORED/ULTIMATE)									
		30	40	50	60	70	80	90	100	110	120
ALLOWABLE SPAN (ft)	2'	[Green]									
	4'	[Green]									
	6'	[Green]									

All testing has been performed using L/180 deflection limits

LONGBOARD®
INSPIRING ARCHITECTURE

4x4 LINK & LOCK		PSF (FACTORED/ULTIMATE)										
		30	40	50	60	70	80	90	100	110	120	
ALLOWABLE SPAN (ft)	8'	[Green]										
	10'	[Green]										
	12'	[Green]										

All testing has been performed using L/180 deflection limits

LONGBOARD®
INSPIRING ARCHITECTURE

4x6 LINK & LOCK		PSF (FACTORED/ULTIMATE)									
		30	40	50	60	70	80	90	100	110	120
ALLOWABLE SPAN (ft)	8'	[Green]									
	10'	[Green]									
	12'	[Green]									

All testing has been performed using L/180 deflection limits

Testing:


ICC-ESR 4183 Evaluation Report - Division: 05 00 00 – METALS


- Section: 05 50 00 - Metal Fabrications

LARR - Los Angeles Department of Building Safety (LADBS) accepts ICC-ES reports as proof of compliance

Florida Product Code: FL41842

International Building Code (IBC), International Residential Code (IRC)
California Building Code (CBC), California Residential Code (CRC)
City of Los Angeles Building Code (LABC)
City of Los Angeles Residential Code (LARC)
Florida Building Code – Building, Florida Building Code - Residential

 Fire Rating: Class A Non-Combustible by ASTM E136 & ASTM E84

 Light Reflectance: 5% (Black) up to 73.2% (Ultra White)

L&L Allowable Spans with Stiffener

LONGBOARD®
INSPIRING ARCHITECTURE

4" LINK & LOCK W. STIFFENER		PSF (FACTORED/ULTIMATE)									
		30	40	50	60	70	80	90	100	110	120
ALLOWABLE SPAN (ft)	**4'	[Green]									
	**6'	[Green]									
	**8'	[Green]									
	**10'	[Green]									
	**12'	[Green]									

All testing has been performed using L/180 deflection limits
**Using Longboard Link & Lock Internal Stiffener

LONGBOARD®
INSPIRING ARCHITECTURE

6" LINK & LOCK W. STIFFENER		PSF (FACTORED/ULTIMATE)									
		30	40	50	60	70	80	90	100	110	120
ALLOWABLE SPAN (ft)	**4'	[Green]									
	**6'	[Green]									
	**8'	[Green]									
	**10'	[Green]									

All testing has been performed using L/180 deflection limits
**Using Longboard Link & Lock Internal Stiffener

LONGBOARD®
INSPIRING ARCHITECTURE

8" LINK & LOCK W. STIFFENER		PSF (FACTORED/ULTIMATE)									
		30	40	50	60	70	80	90	100	110	120
ALLOWABLE SPAN (ft)	**2'	[Green]									
	**4'	[Green]									
	**6'	[Green]									
	**8'	[Green]									

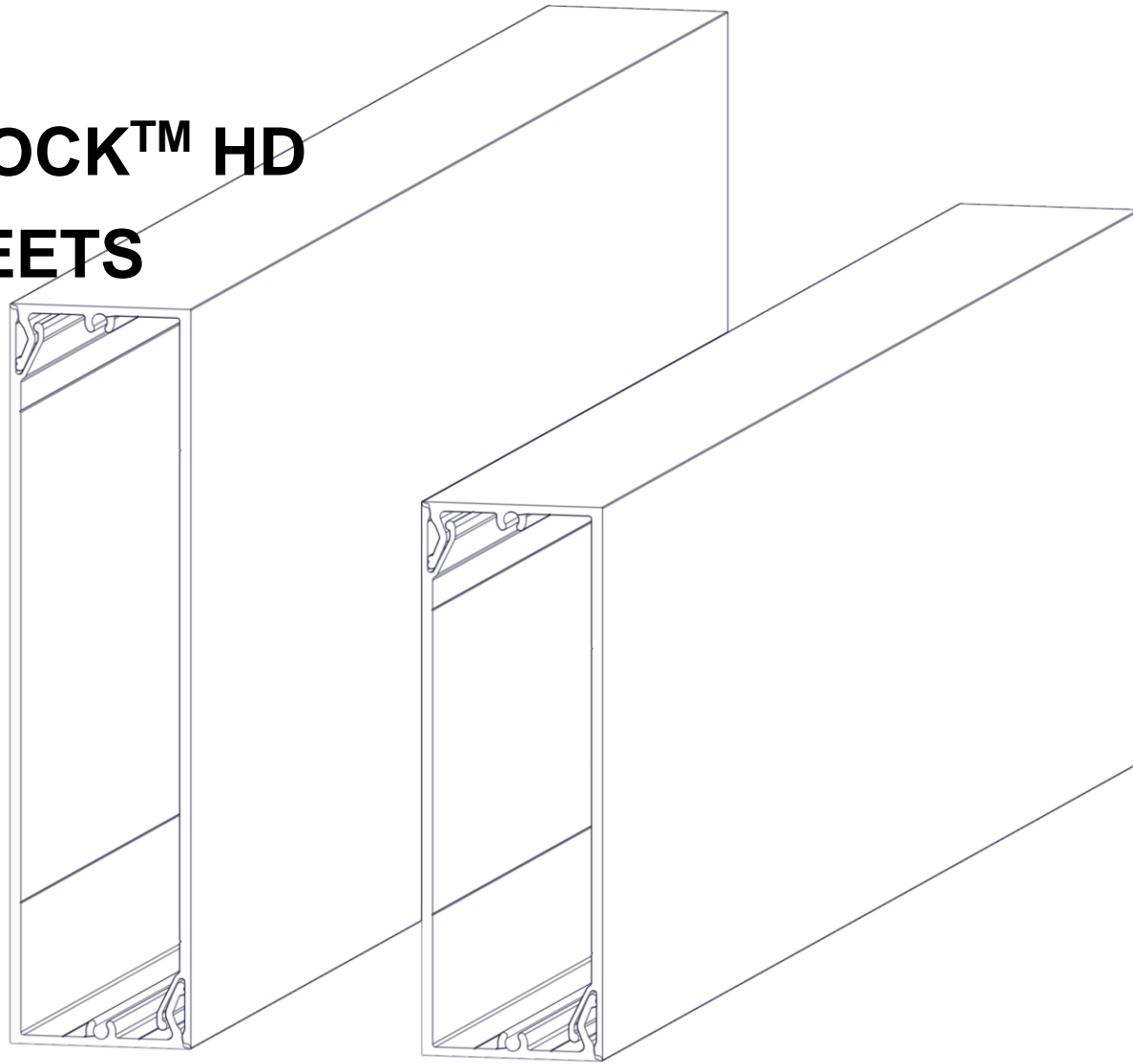
All testing has been performed using L/180 deflection limits
**Using Longboard Link & Lock Internal Stiffener



LONGBOARD®
INSPIRING ARCHITECTURE

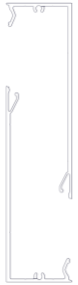
LINK & LOCK™ HD

INFO SHEETS



L&L HD Components

Finishes:
Woodgrains, Solid, Specialty
Custom Solid Color Matching - (Additional lead times apply)



6" Link & Lock HD



8" Link & Lock HD



Link & Lock HD End Mount

Actual Sizes & Weights

L&L	Width	Depth	Length	Weight(lbs/LF) *per set
6"	6" (152.4mm)	2" (50.8mm)	12'/24'	2.4
8"	8" (203mm)	2" (50.8mm)	12'/24'	3

Size	12'	24'	End Caps (20/box)	End Mounts (20/box)
6"	2X6LLHD.145	2X6LLHD.289	2LLHDEC.6	2LLHDEM.6
8"	2X8LLHD.145	2X8LLHD.289	2LLHDEC.8	2LLHDEM.8

Mounting Accessories	Qty	SKU
Link & Lock Mounting Clip	48, bag	LLMC.N48
Dewalt® 1/2" Pilot Point Drill Bit	1	DRILLBT.05

Physical data:

- 6063-T5 Extruded Aluminum
- 100% recyclable
- Warranty on Finish: 15 year (standard)/20 year* (ultra) (*10week lead time); Aluminum: 50 year

BIM & CAD:

- RVT & DWG files to be available



Mounting Clip:

- Nylon with embedded SS washer
- Used on Batten and Fin orientation to secure the back "L" to the substrate
- Included in order with L&L for 6' O.C. attachment
- Additional Clips purchased separately (48 pcs/bag)



#14 Fastener

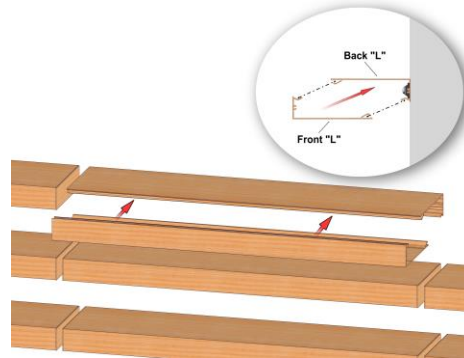
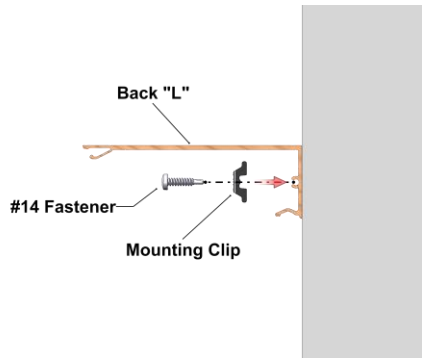
- Eng. & Load Dependent (By others):
- Zinc-plated or Stainless Steel
- Used for attaching the back "L" to the substrate
- Use the correct fastener for the required project substrate
- Supplied by others



1/2" Pilot Point Drill Bit:

- 1/2" Pilot Point Drill Bit
- Used for Drilling out the holes for mounting the L&L to the substrate
- See Install Guide for drilling details

L&L HD Installation, Testing Data & Allowable Spans See L&L Install Guide for details



**Fastening
Fin Orientation**



**Fastening
Batten Orientation**

Testing: (In Development)

ICC-ES Evaluation Report -
Division: 05 00 00 – METALS

- Section: 05 50 00 - Metal Fabrications

LARR - Los Angeles Department of Building Safety (LADBS) accepts ICC-ES reports as proof of compliance

International Building Code (IBC)
International Residential Code (IRC)
California Building Code (CBC)
California Residential Code (CRC)
City of Los Angeles Building Code (LABC)
City of Los Angeles Residential Code (LARC)
Florida Building Code – Building
Florida Building Code - Residential

☀️ Light Reflectance: 5% (Black) up to 73.2% (Ultra White)

🔥 Fire Rating: Class A Non-Combustible by ASTM E136 & ASTM E84

6" LINK & LOCK HD		PSF (FACTORED/ULTIMATE)										
		30	40	50	60	70	80	90	100	110	120	
ALLOWABLE SPAN (ft)	8'	Green										
	12'	Green										

All testing has been performed using L/180 deflection limits

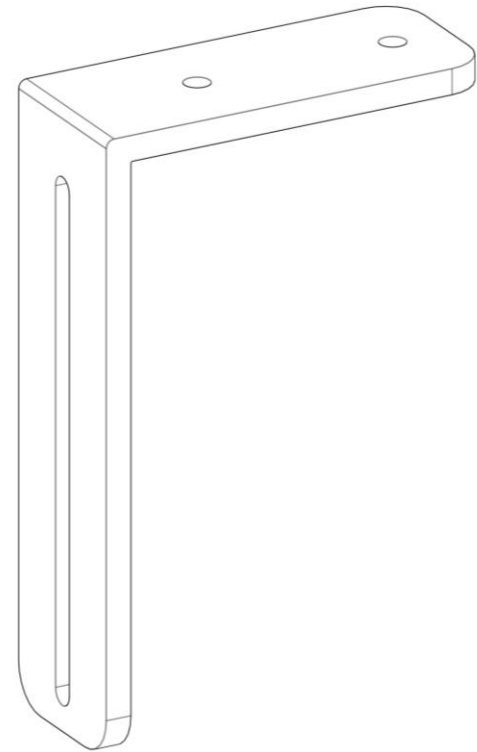
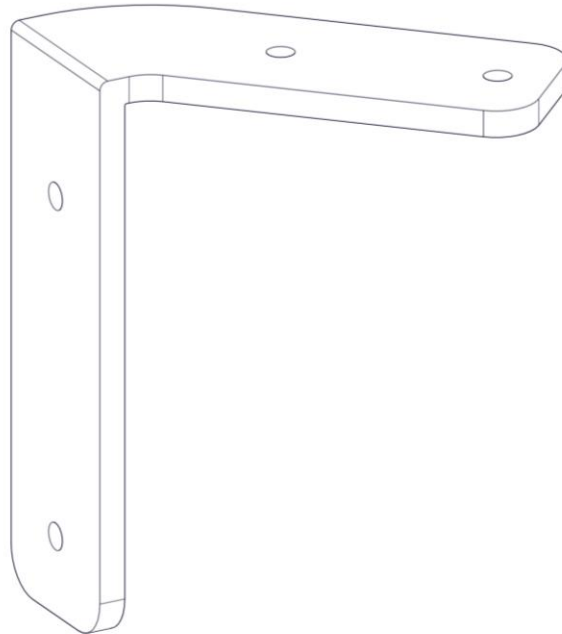
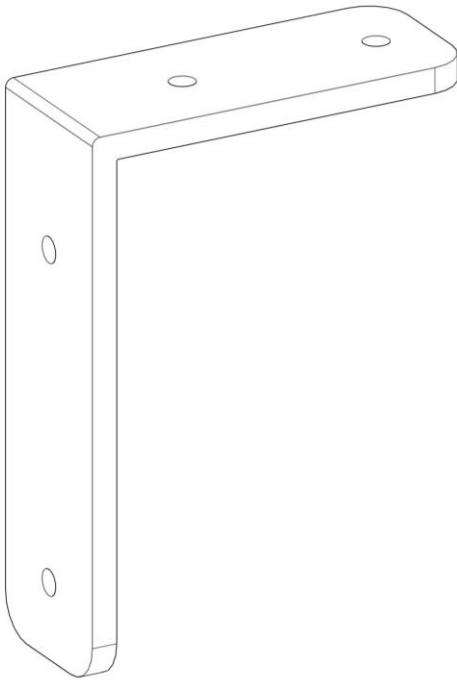
8" LINK & LOCK HD		PSF (FACTORED/ULTIMATE)										
		30	40	50	60	70	80	90	100	110	120	
ALLOWABLE SPAN (ft)	4'	Green										
	6'	Green										
	8'	Green										
	10'	Green										

All testing has been performed using L/180 deflection limits



LONGBOARD®
INSPIRING ARCHITECTURE

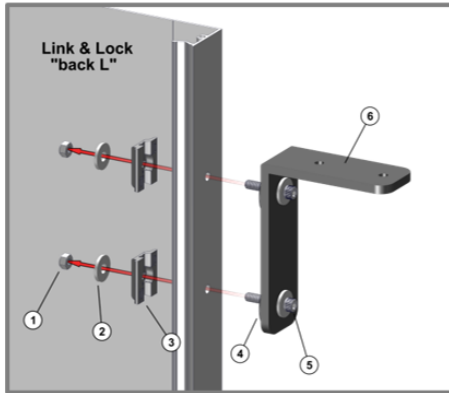
LINK & LOCK™ BRACKETS INFO SHEETS



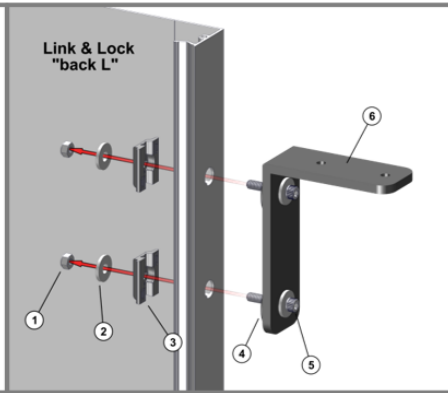
L&L Bracket Components

Single Bracket for horizontal substrate

Fixed Bracket (Hard fastened with 1/4" holes)

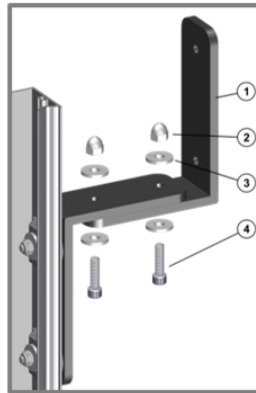


Fixed Bracket (Expansion 1/2" holes)



No.	Description	Material	Qty
1	1/4" -20 Locknut	Stainless Steel Nylon-Insert	2
2	Washer, 1/4" screw size, 0.75" OD	Stainless Steel	4
3	Link & Lock Mounting Clip	Nylon w. Stainless Washer	2
4	Self-Retaining Washer for 1/4" size	Nylon, Black	2
5	1/4" -20 Socket Head Screw, 1-1/4" length	Stainless Steel	2
6	Link & Lock Bracket -90 Center Fixed	6005A Aluminum	1

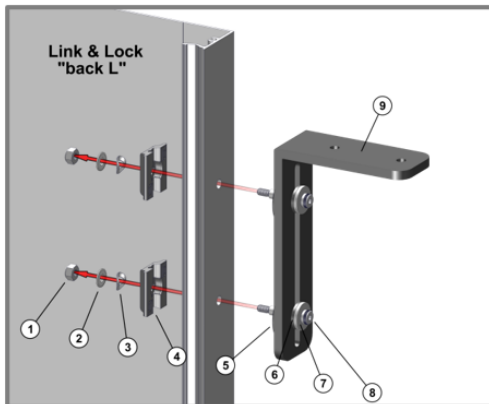
Dual Bracket for vertical substrate



Dual Bracket components are pre-assembled by manufacturer. Do not adjust or remove unless authorized by the manufacturer.

No.	Description	Material	Qty
1	Link & Lock Dual Bracket -90 Center Fixed	6005A Aluminum	1
2	Distorted-Thread Cap Locknut	Stainless Steel	2
3	Washer, 1/4" screw size, 0.75" OD	Stainless Steel	4
4	7/8" Socket Head Screw	Stainless Steel	2

Sliding Bracket (Use 1/4" holes)



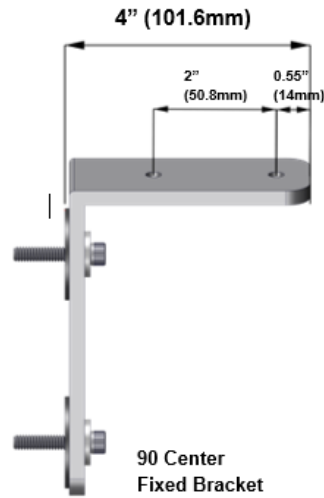
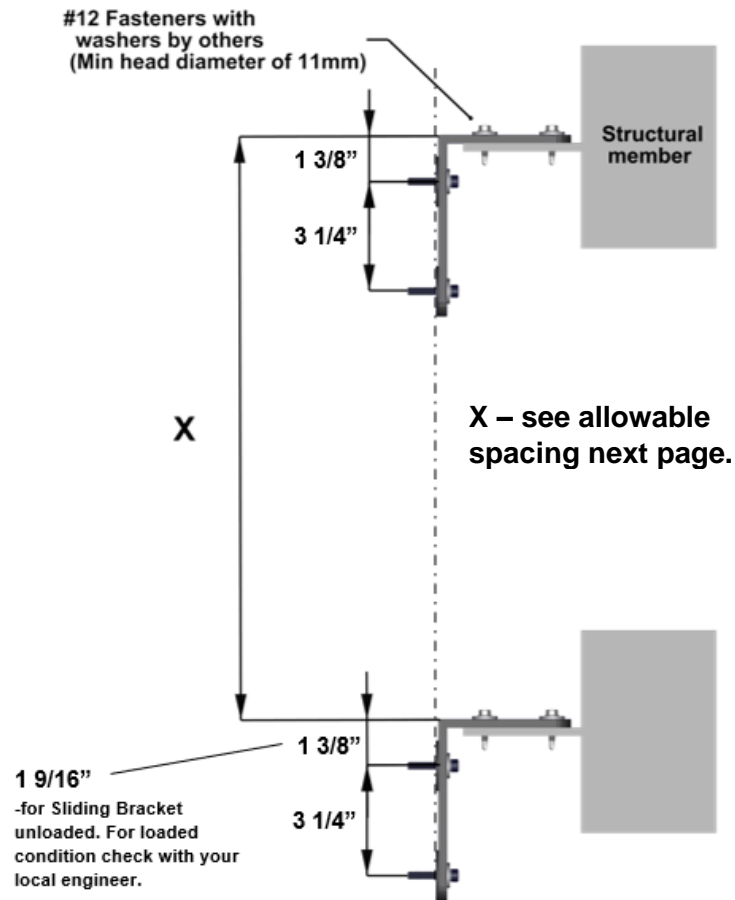
No.	Description	Material	Qty
1	10-24 Locknut	Stainless Steel Nylon-Insert	2
2	Washer, #10 screw size, 0.5" OD	Stainless Steel	2
3	Single-Wave Washer, 0.5" OD	Stainless Steel	2
4	Link & Lock Mounting Clip	Nylon w. Stainless Washer	2
5	Self-Retaining Washer for 1/4" screw size	Nylon, Black	2
6	Plastic Washer, 1/4" screw size, 0.734 OD	Nylon, Black	2
7	Washer, 1/4" screw size, 0.75" OD	Stainless Steel	2
8	1/4" Shoulder screw, 1" Shoulder length 10-24 Thread	Stainless Steel	2
9	Link & Lock Bracket -90 Center Sliding	6005A Aluminum	1

Link & Lock™ Mounting Brackets

Product	Single	Dual
45° LEFT FIXED	LLMBK.45LF	LLMDK.45LF
45° RIGHT FIXED	LLMBK.45RF	LLMDK.45RF
90° CENTER FIXED	LLMBK.90F	LLMDK.90F
45° LEFT SLIDING	LLMBK.45LS	LLMDK.45LS
45° RIGHT SLIDING	LLMBK.45RS	LLMDK.45RS
90° CENTER SLIDING	LLMBK.90S	LLMDK.90S



L&L Bracket Dimensions



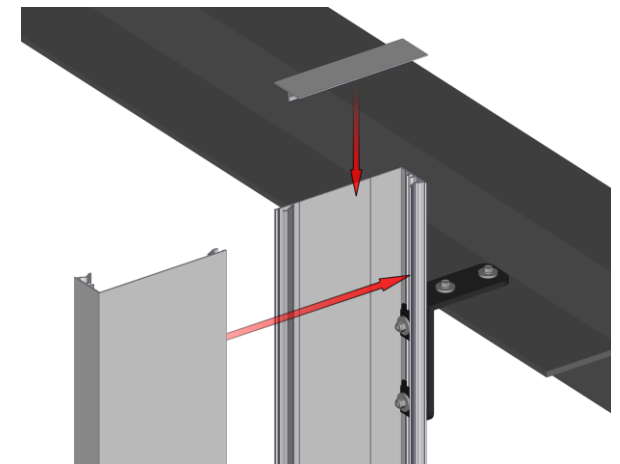
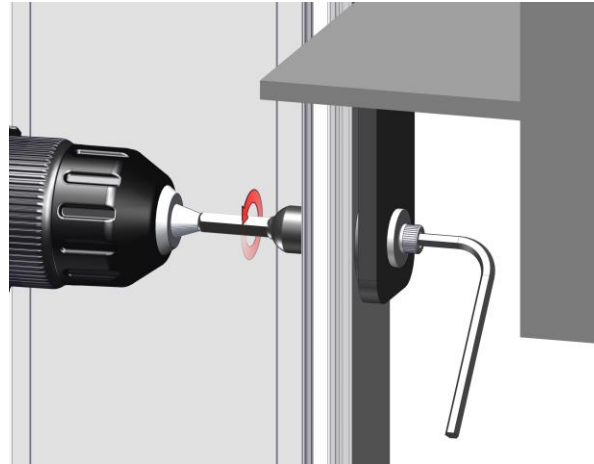
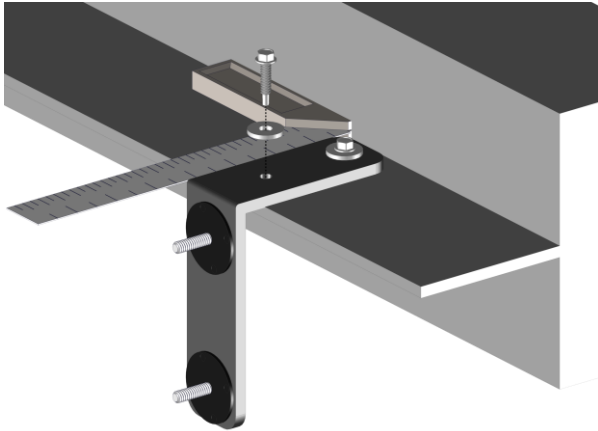
Tools for Bracket Install to L&L

Nut Driver
7/16" Fixed Brackets
3/8" Sliding Brackets

Allen Key
3/16" Fixed Brackets
1/8" Sliding Brackets

L&L Bracket Installation, Load Data & Allowable Spacing

See [L&L Install Guide](#) for details



LINK & LOCK™ BATTEN	LINK & LOCK™ BRACKET MAX. SPACING (FT)									
	WIND LOAD PSF (FACTORED/ULTIMATE)									
	30	40	50	60	70	80	90	100	110	120
1-5/8" x 2"	10'	8'				6'				4'
1-5/8" x 4"	8'	6'		4'			2'			
1-5/8" x 4" w. Internal Stiffener	12'	10'	8'		6'			4'		
1-5/8" x 6"		6'			4'				3'	2'
1-5/8" x 6" w. Internal Stiffener	10'	8'	6'			4'			3'	
1-5/8" x 8"	6'	4'					2'			
1-5/8" x 8" w. Internal Stiffener	8'	6'		4'			3'			2'
2" x 6" HD	10	8'	6'			4'			3'	
2" x 8" HD	8'	6'		4'			3'			2'

note 1 Factored Wind Load: max. 168 LBS/EA Bracket
 note 2 Factored Dead Load: max. 29 LBS/EA Fixed Bracket
 note 3 Fixed Bracket 1/4" -20 Socket Head Screw, 60 in/lbs + prevailing torque of self-locking nut
 note 4 Sliding Bracket 1/4" Shoulder Socket Head Screw (#10-24 thread), 20 in/lbs + prevailing torque of self-locking nut



**Addendum #2
TO CONTRACT DOCUMENTS
FOR NORTHERN STATE LINCOLN HALL
12th Ave SE, Aberdeen, SD 57401**

OWNER: Northern State University
1200 S. Jay St., Aberdeen, SD 57401

ARCHITECT: CO-OP Architecture
1108 S Main Street Suite #102
Aberdeen, SD 57401
Telephone: 6052620243
Spencer Sommers
spencer@co-oparch.com

ENGINEER: IMEG
3001 Broadway St. NE, Suite 601
Minneapolis, MN 55413
Office: 612-540-5000

IMEG Project No.: 21008080.00

DATE: April 23, 2024

SPECIFICATION CHANGES:

Revisions were made to the following specification sections:

Specification Section 260500 - BASIC ELECTRICAL REQUIREMENTS

Specification SECTION 26 05 03 - THROUGH PENETRATION FIRESTOPPING

Specification SECTION 26 05 05 - ELECTRICAL DEMOLITION FOR REMODELING

- A. Note that demolition scope for Lincoln Hall demolition is to make the building safe for demolition of entire building that is the scope of the General Contractor.

Specification SECTION 26 05 13 - WIRE AND CABLE

Specification SECTION 26 05 33 - CONDUIT AND BOXES

Specification SECTION 26 05 53 - ELECTRICAL IDENTIFICATION

Specification SECTION 26 09 33 - LIGHTING CONTROL SYSTEMS

Specification SECTION 26 27 26 - WIRING DEVICES

Specification SECTION 28 31 01 - FIRE ALARM AND DETECTION SYSTEMS ADDRESSABLE

DRAWING CHANGES:

SHEET E500 – ELECTRICAL SCHEDULES

1. Revised Floorbox schedule

SHEET T100 – LEVEL 01 PLAN

1. Revised system layouts

SHEET T200 – LEVEL 02 PLAN

1. Revised system layouts

SHEET T300 – ENLARGEMENT

1. Revised system layouts

SHEET T301 – ENLARGEMENT

1. Revised rack details

SHEET T402 – DIAGRAMS

1. Revised diagrams

SHEET T403 – DIAGRAMS

1. Revised diagrams

SHEET T404 – DIAGRAMS

1. Revised diagrams

SHEET T405 – DIAGRAMS

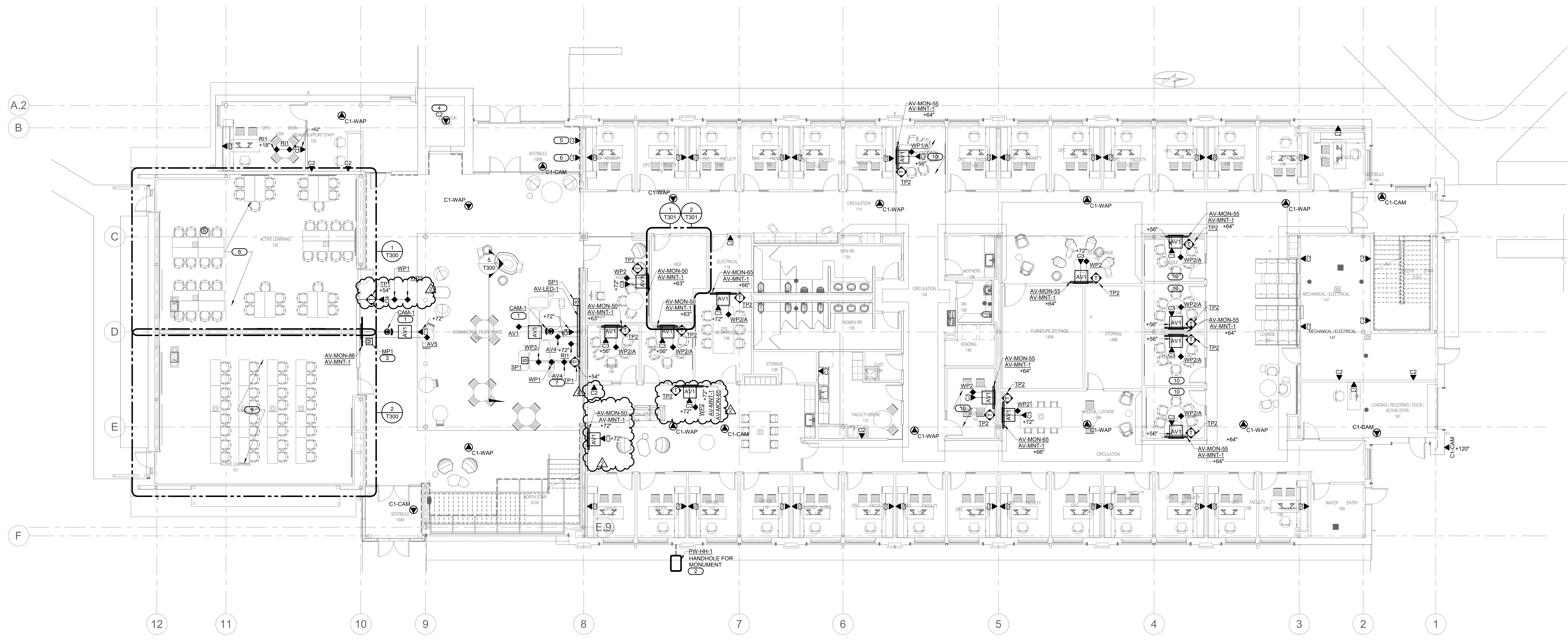
1. Revised diagrams

SHEET T500 – SCHEDULES

2. Revised equipment schedule

End Add #2

- SHEET NOTES:**
- ALL THE LOW VOLTAGE DEVICES ON THIS FLOOR WILL BE SERVED FROM THE MDF. REFER TO SHEET T100 FOR MDF LOCATION.
 - AV1 DISPLAY BACKBOX TO HAVE QUANTITY TWO (2) 1-1/4" CONDUIT TO ACCESSIBLE CEILING ABOVE DISPLAY OR CABLE TRAY.
 - AV DETAILS SHOWN FOR REFERENCE ONLY.
- KEYNOTES: (#)**
- PTZ CAMERA AND QUANTITY ONE (1) AV NETWORK CABLE TO MOUNT ABOVE FLAT PANEL/WLED DISPLAY.
 - REFER TO SHEET E101 - ELECTRICAL SITE PLAN FOR CONDUIT AND MONUMENT LOCATION.
 - WIRELESS MICROPHONE AV NETWORK-CONNECTED ANTENNA. QUANTITY ONE (1) AV NETWORK CABLE TO MOUNT ABOVE FLAT PANEL DISPLAY.
 - PROVIDE A 2-PORT DATA CABLE FOR POTS LINE AND TERMINATE IN ELEVATOR CONTROLLER. COORDINATE LOCATION WITH ELEVATOR CONTRACTOR.
 - PROVIDE A 2-PORT DATA CABLE FOR POTS LINE AND TERMINATE IN 2-WAY COMMUNICATION PANEL.
 - PROVIDE A 2-PORT DATA CABLE FOR POTS LINE AND TERMINATE IN FIRE ALARM PANEL. COORDINATE LOCATION WITH FIRE ALARM CONTRACTOR.
 - REFER TO 4/T404 FOR WALL PLATE DIAGRAM.
 - REFER TO 1/T404 FOR AV CONNECTIVITY RISER DIAGRAM.
 - REFER TO 1/T403 FOR AV CONNECTIVITY RISER DIAGRAM.
 - REFER TO 3/T402 FOR AV CONNECTIVITY RISER DIAGRAM.



1 LEVEL 01 PLAN - TECHNOLOGY
1/8" = 1'-0"

ADDENDUM 23 APRIL 2024
M #2
ADDENDUM 17 APRIL 2024
M #1

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Seal	Issue	Date
	100% CONSTRUCTION DOCUMENTS	9 APRIL 2024
	ADDENDUM #1	17 APRIL 2024
	ADDENDUM #2	23 APRIL 2024

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Northern State University
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Telephone: 605-626-3011
E-mail:

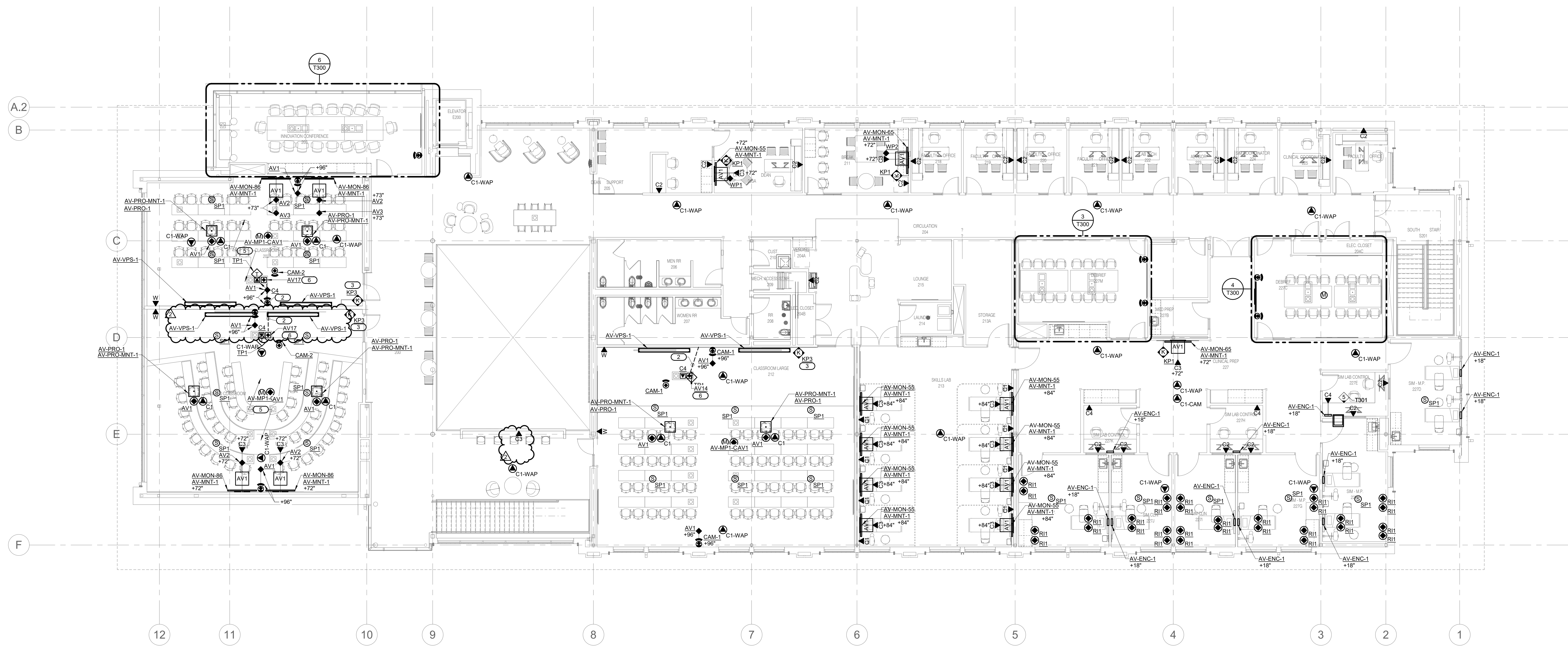
Project Number: 21008080.00
Drawn By: IMEG
Reviewed By: IMEG
Approved By: IMEG

LEVEL 01 PLAN - TECHNOLOGY

T100

4/24/2024 11:01:52 AM

- SHEET NOTES:**
- ALL THE LOW VOLTAGE DEVICES ON THIS FLOOR WILL BE SERVED FROM THE MDF. REFER TO SHEET T100 FOR MDF LOCATION.
 - AV1 FLAT PANEL DISPLAY BACKBOX TO HAVE QUANTITY TWO (2) 1-1/4" CONDUIT TO ACCESSIBLE CEILING ABOVE DISPLAY OR LEVEL 01 CABLE TRAY.
 - AV DETAILS SHOWN FOR REFERENCE ONLY.
- KEYNOTES: (#)**
- MOUNT CAMERA BELOW FLAT PANEL DISPLAY.
 - PROVIDE QTY ONE (1) 1-1/2" CONDUIT FROM FLOOR BOX TO ACCESSIBLE CEILING AND PROVIDE QTY ONE (1) 1-1/2" CONDUIT FROM FLOOR BOX TO LEVEL 01 CABLE TRAY.
 - QUANTITY TWO (2) VIDEO PROJECTION SCREEN CONTROL KEYPADS. LOCATE ADJACENT TO LIGHT SWITCHES.
 - FUTURE LED WALL TO BE INSTALLED ON OPPOSITE SIDE OF WALL. PRE-WIRE AV NETWORK AND DATA NETWORK TO A 4 GANG BOX WITH 4 GANG PLASTER RING. INSTALL METAL COVER PLATE.
 - REFER TO 2/T403 FOR AV CONNECTIVITY RISER DIAGRAM.
 - REFERENCE AV RISER DIAGRAMS FOR AV OVER IP NETWORK CABLING QUANTITY AND DESTINATION. THERE IS IN-ROOM AV OVER IP NETWORK CABLING AND THERE IS AV OVER IP NETWORK CABLING THAT RUNS BETWEEN THE ROOM AND THE AV-MPP-1 LOCATED IN AV-ER-2 EQUIPMENT RACK IN MDF 115.



1 LEVEL 02 PLAN - TECHNOLOGY
1/8" = 1'-0"

ADDENDUM 23 APRIL 2024
M #2
ADDENDUM 17 APRIL 2024
M #1

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Seal	Issue	Date
	100% CONSTRUCTION DOCUMENTS	9 APRIL 2024
	ADDENDUM #1	17 APRIL 2024
	ADDENDUM #2	23 APRIL 2024

LINCOLN HALL
12th Ave SE, Aberdeen, SD 57401
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E-mail:

Project Number: 21008080.00
Drawn By: IMEG
Reviewed By: IMEG
Approved By: IMEG

LEVEL 02 PLAN - TECHNOLOGY

T200

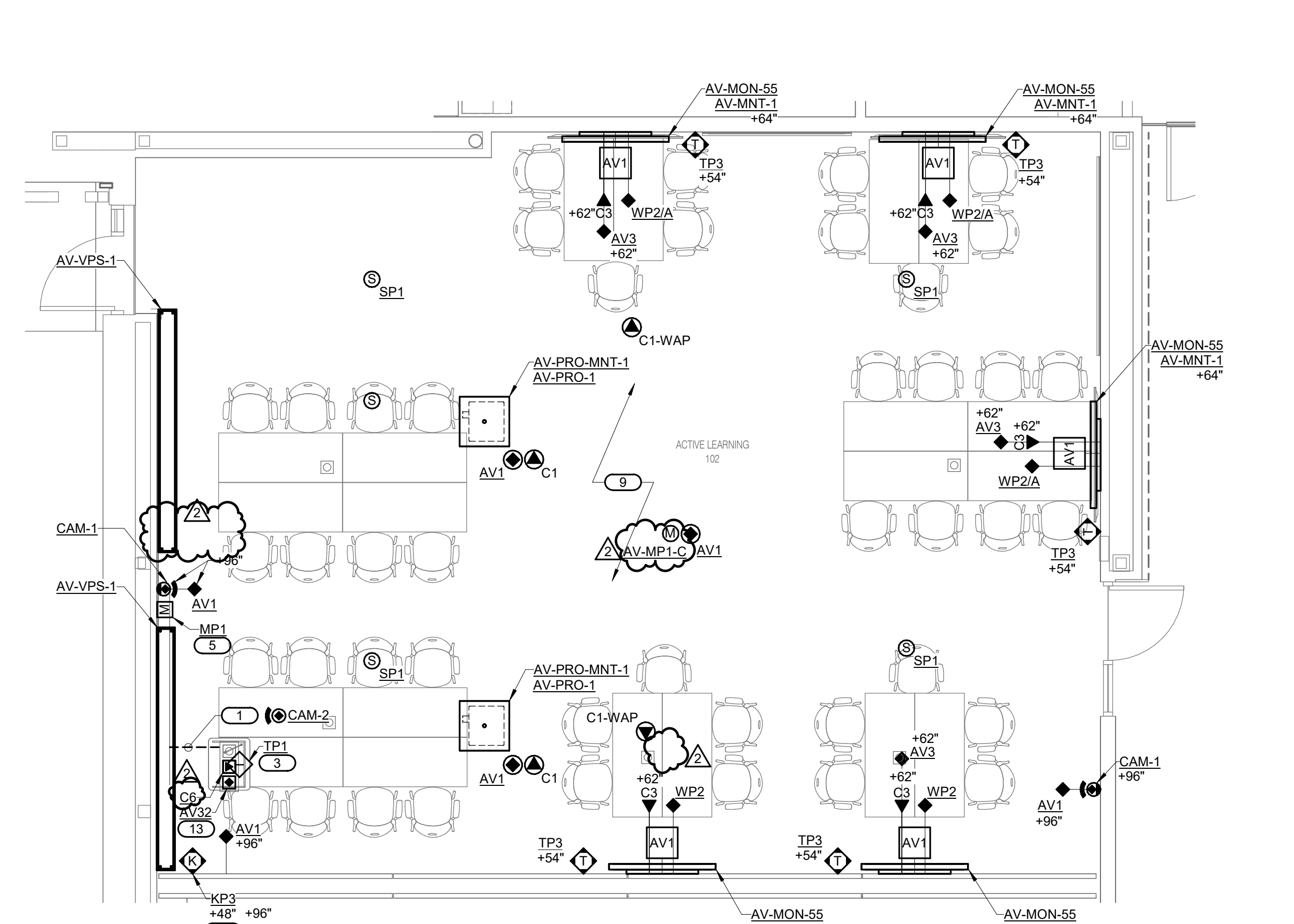
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SHEET NOTES:

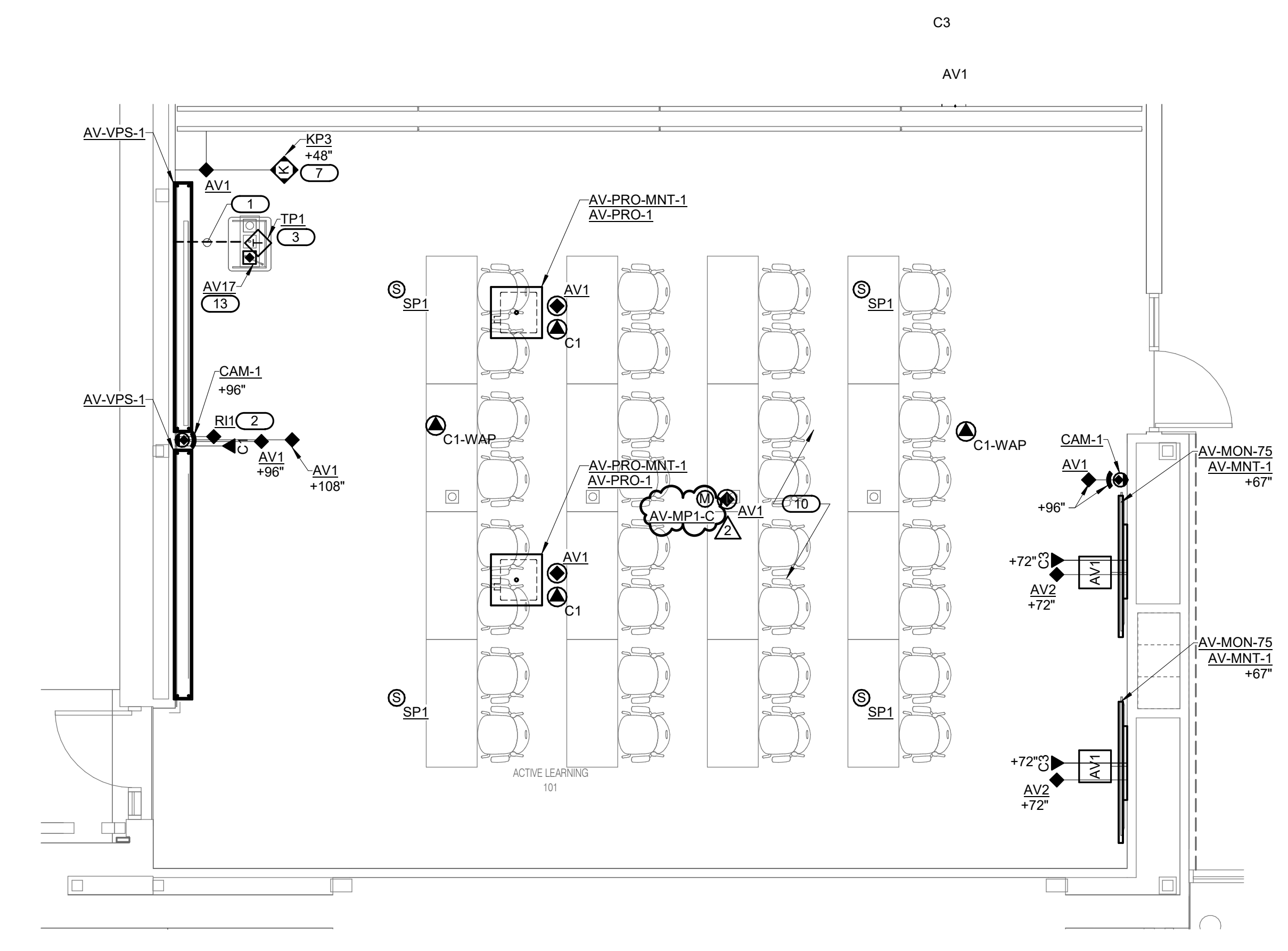
1. AV DETAILS SHOWN FOR REFERENCE ONLY.

KEYNOTES: (#)

1. PROVIDE QTY THREE (3) 1-1/2" CONDUIT FROM FLOOR BOX TO ACCESSIBLE CEILING.
2. PROVIDE QTY ONE (1) 1-1/4" CONDUIT FROM ROUGH-IN BOX TO ACCESSIBLE CEILING.
3. OWNER FURNISHED LECTERN WITH AV EQUIPMENT RACK.
4. MOUNT CAMERA BELOW FLAT PANEL DISPLAY.
5. WIRELESS MICROPHONE AV NETWORK-CONNECTED ANTENNA.
6. PROVIDE QTY ONE (1) 1-1/2" CONDUIT FROM FLOOR BOX TO LEVEL 01 CABLE TRAY.
7. QUANTITY TWO (2) VIDEO PROJECTION SCREEN CONTROL KEYPADS. PROVIDE 4" SQUARE BACKBOX WITH 2 GANG PLASTER RING. PROVIDE ONE (1) 1-1/4" CONDUIT TO ACCESSIBLE CEILING SPACE.
8. AV NETWORK OUTLET FOR PROJECTION SCREEN CONTROL INTERFACE MODULE. MOUNT 4" SQUARE BACKBOX WITH SINGLE GANG PLASTER RING ABOVE CEILING ADJACENT TO PROJECTION SCREEN CONTROL CONNECTION.
9. REFER TO 11T404 FOR AV CONNECTIVITY RISER DIAGRAM.
10. REFER TO 11T403 FOR AV CONNECTIVITY RISER DIAGRAM.
11. REFER TO 21T402 FOR AV CONNECTIVITY RISER DIAGRAM.
12. REFER TO 11T402 FOR AV CONNECTIVITY RISER DIAGRAM.
13. REFERENCE AV RISER DIAGRAMS FOR AV OVER IP NETWORK CABLING QUANTITY AND DESTINATION. THERE IS IN-ROOM AV OVER IP NETWORK CABLING THAT RUNS BETWEEN THE ROOM AND THE AV-MPP-1 LOCATED IN AV-ER-2 EQUIPMENT RACK IN MDF 115.

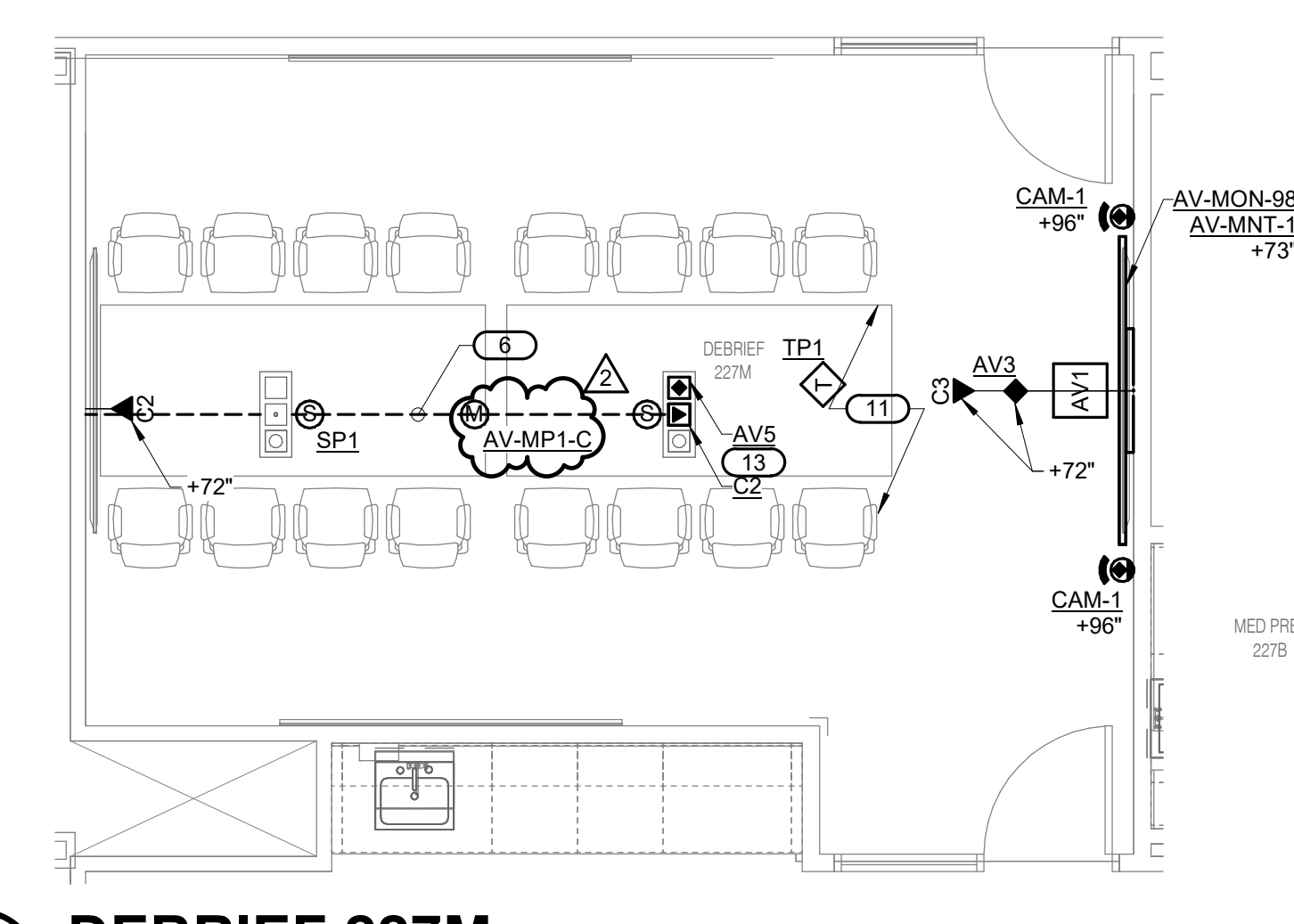


1 ACTIVE LEARNING - 102
1/4" = 1'-0"

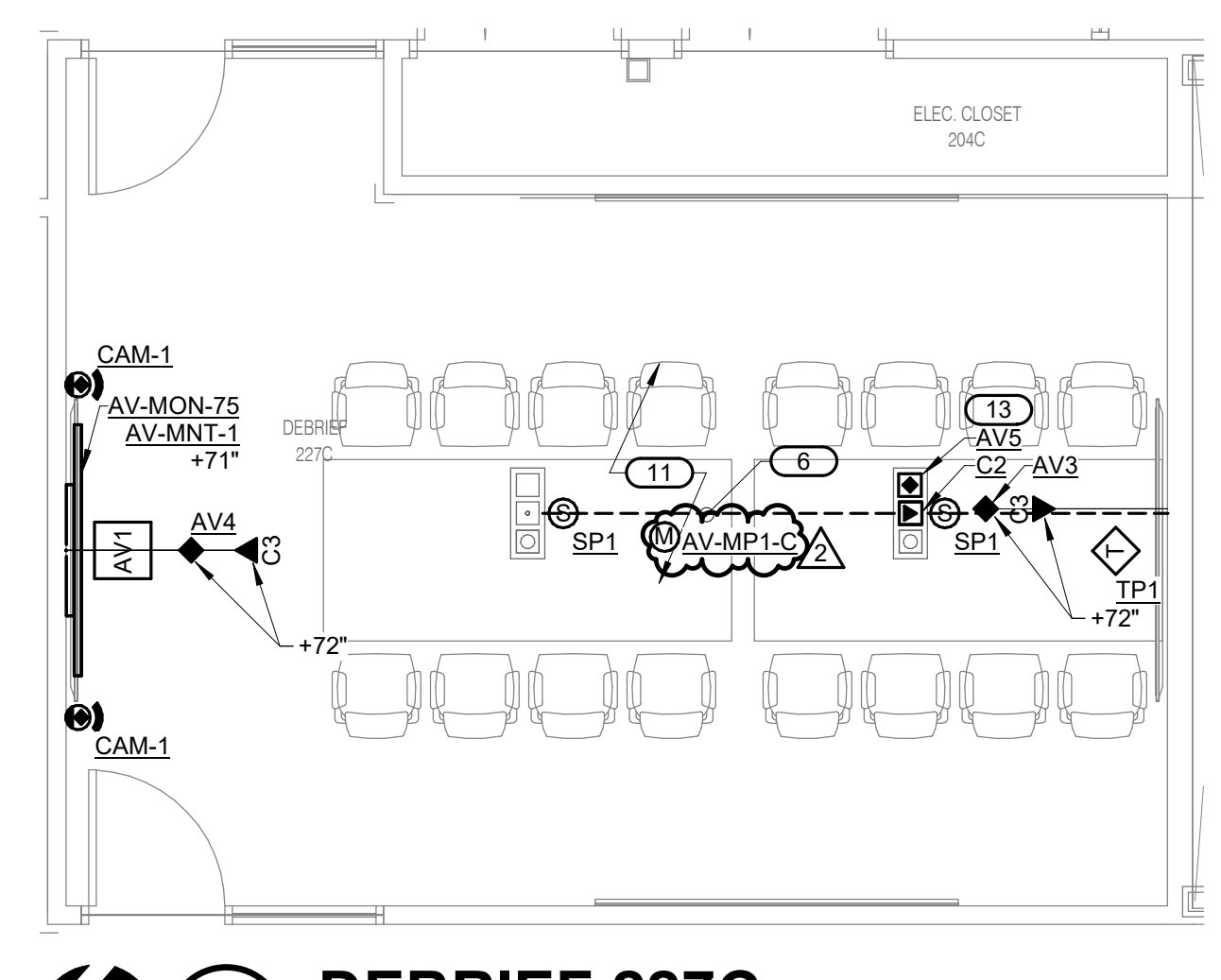


2 ACTIVE LEARNING - 101
1/4" = 1'-0"

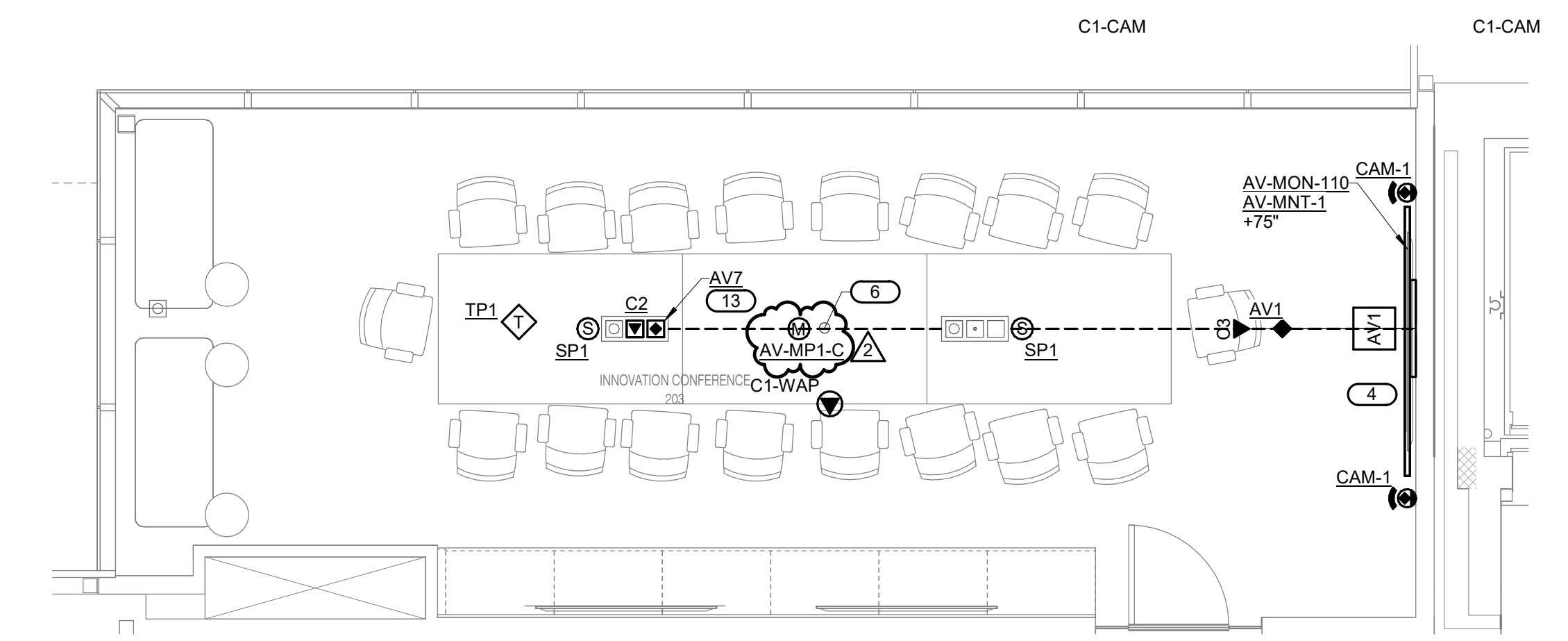
C1-CAM



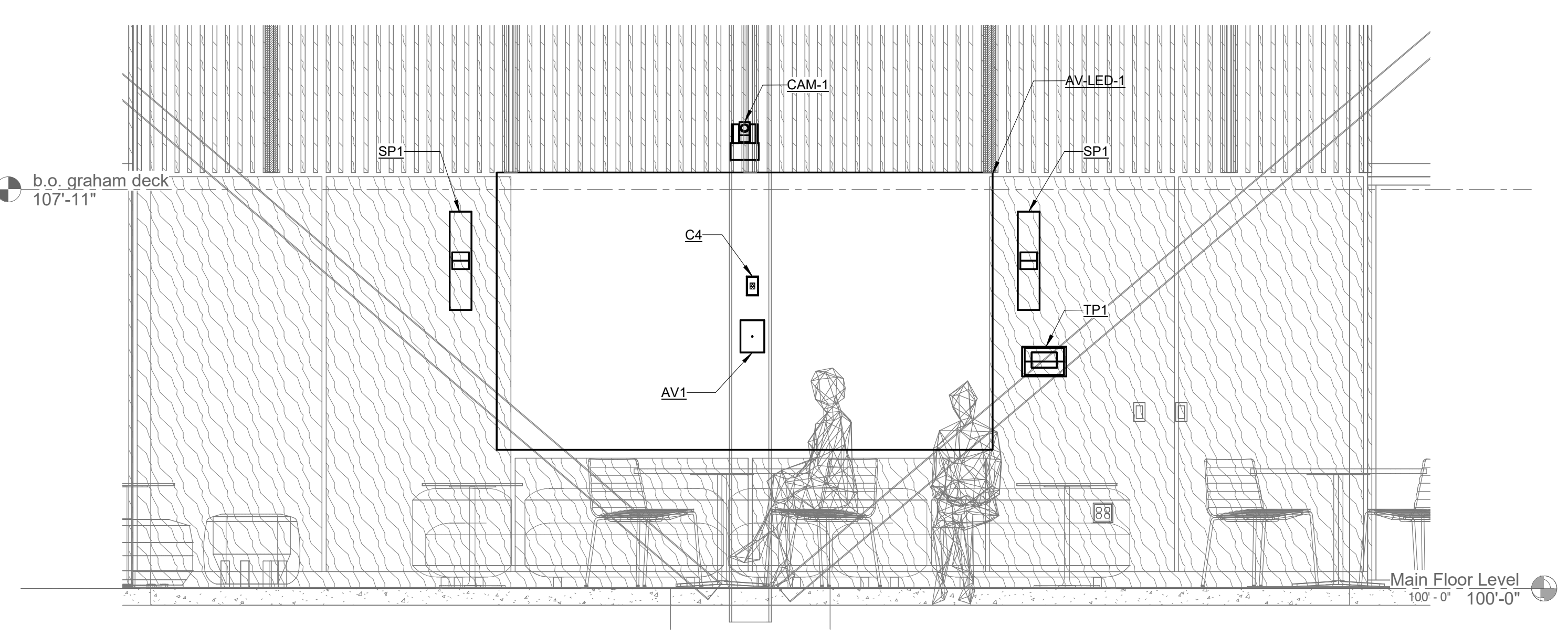
3 DEBRIEF 227M
1/4" = 1'-0"



4 DEBRIEF 227C
1/4" = 1'-0"

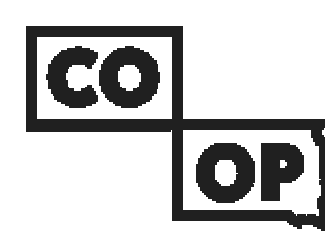


6 INNOVATION CONFERENCE 203
1/4" = 1'-0"



5 WALL ELEVATION OF COMMON STUDY SPACE 100
1/2" = 1'-0"

ADDENDU 23 APRIL 2024
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ADDENDU 17 APRIL 2024
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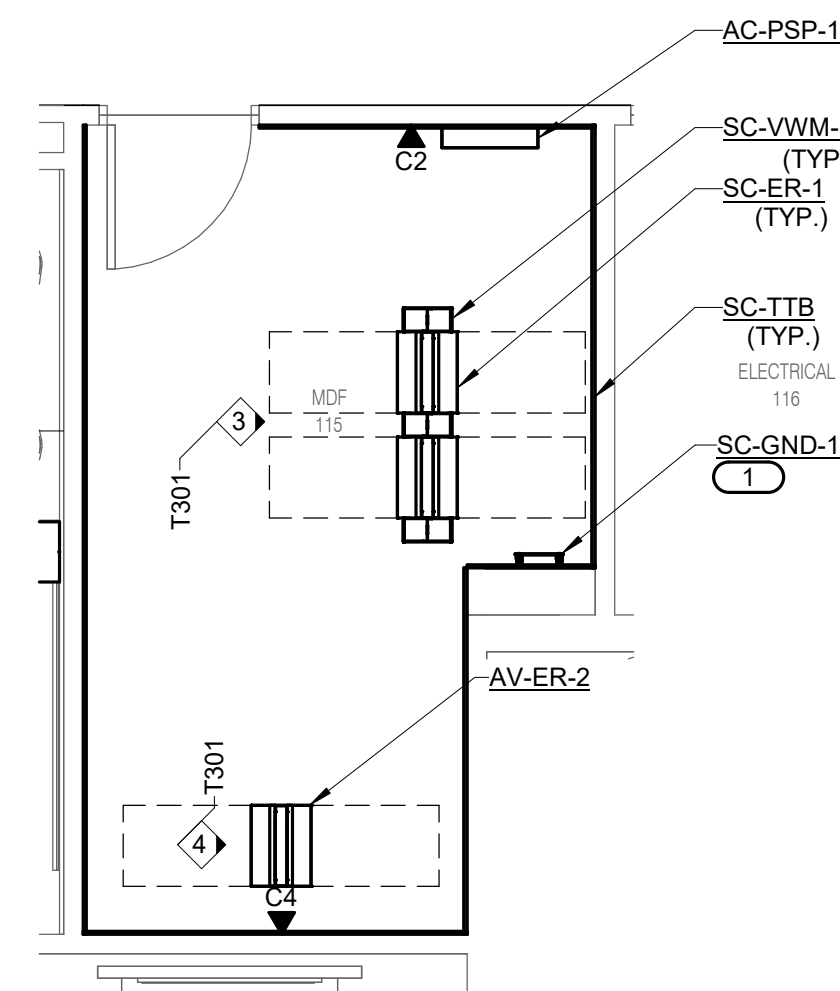
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Project Number: 21008080.00
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TECHNOLOGY ENLARGEMENT

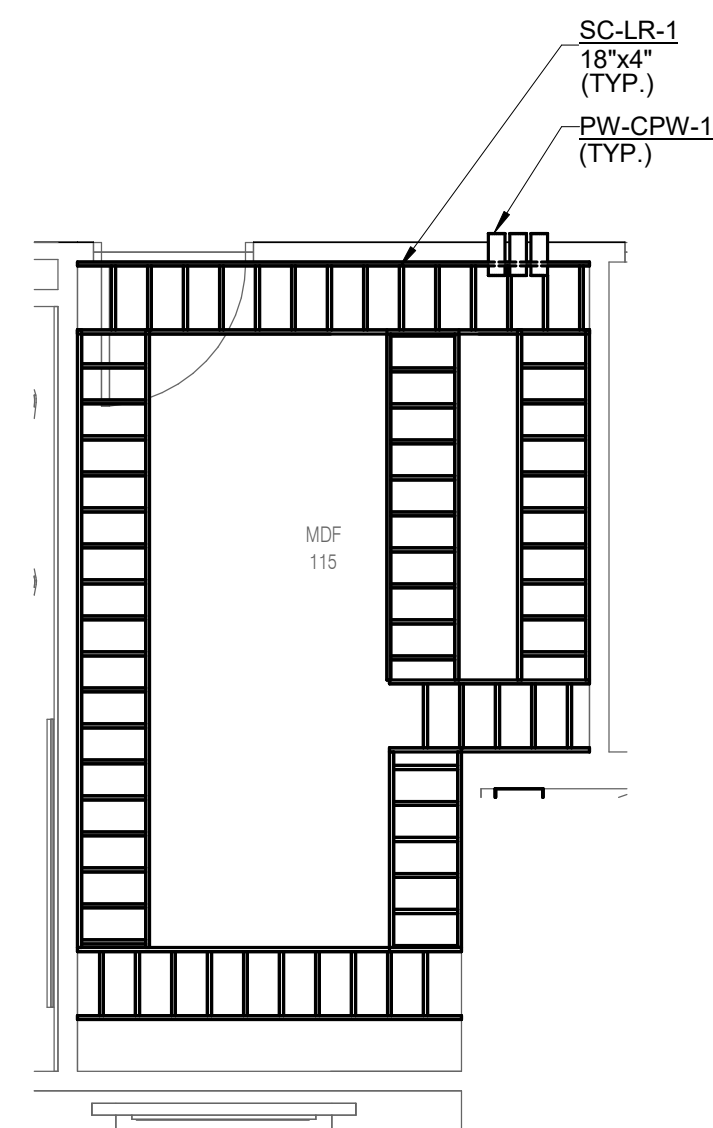
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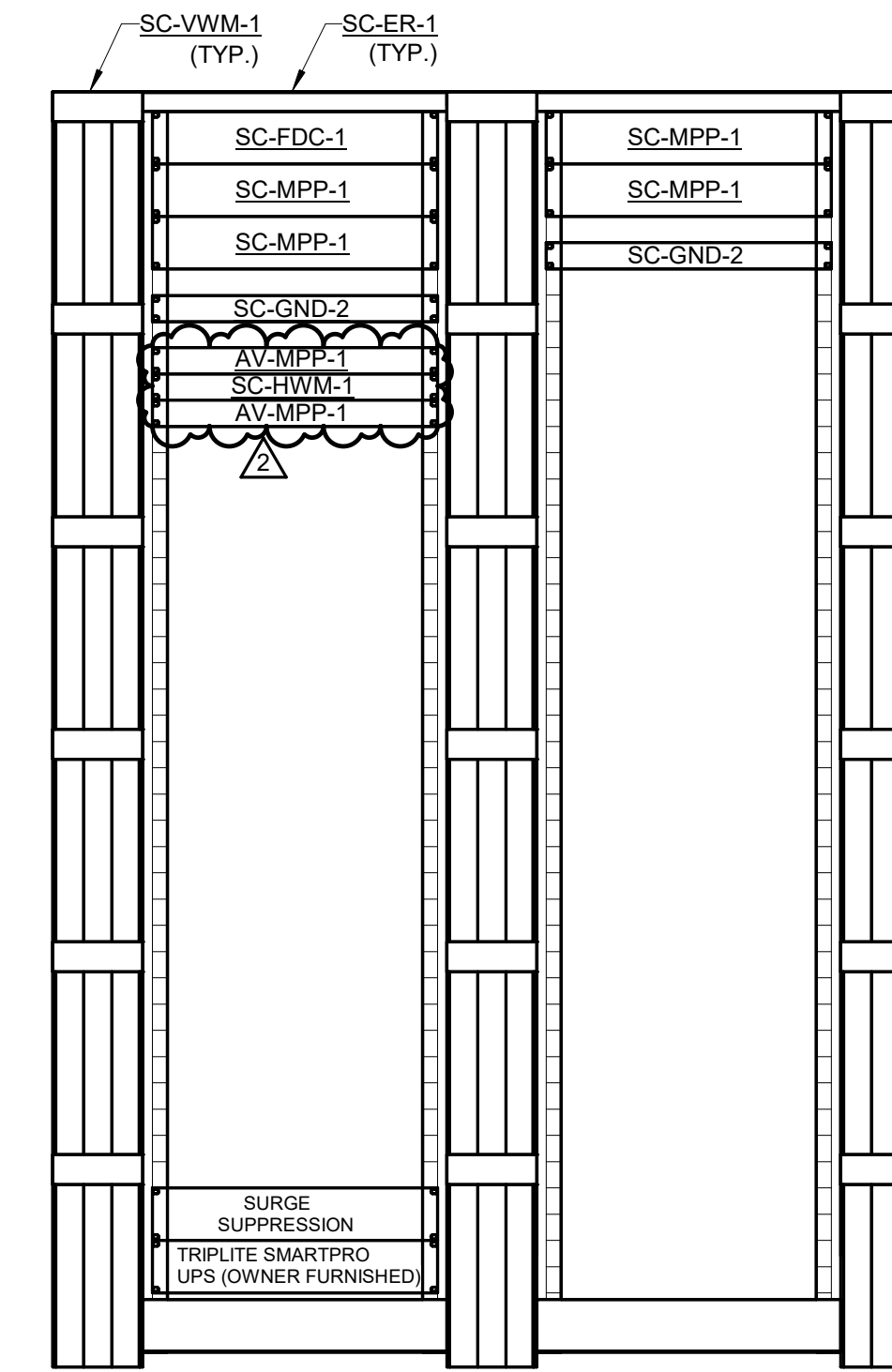
1 EQUIPMENT ROOM LAYOUT - MDF

1/4" = 1'-0"
 NOTE:
 1. REFER TO 2/T300 FOR PATHWAY ROOM LAYOUT - MDF
 KEYNOTE: (B)
 1. REFER TO 1/T400 FOR BONDING BUS BAR DETAIL.



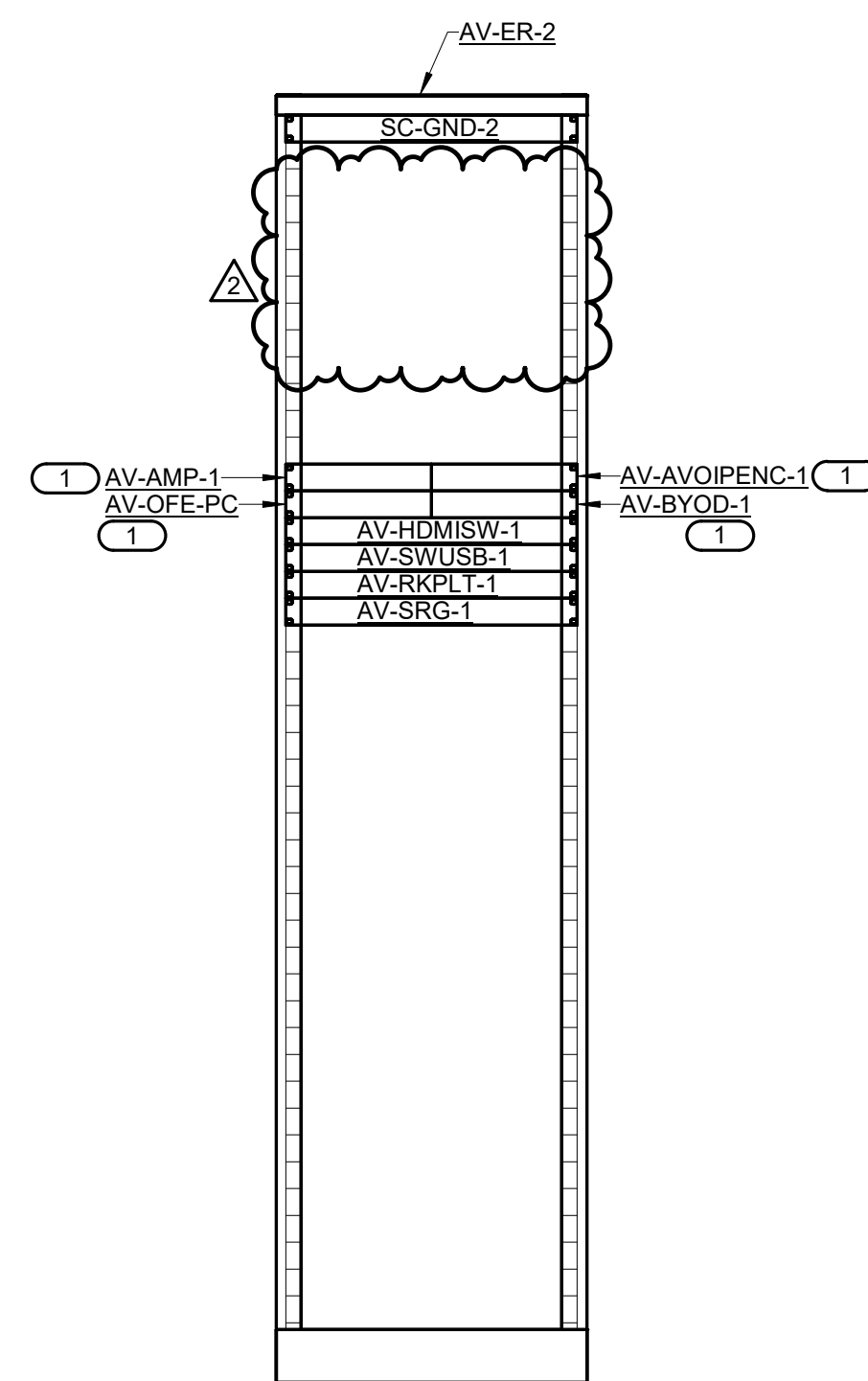
2 PATHWAY ROOM LAYOUT - MDF

1/4" = 1'-0"
 NOTE:
 1. REFER TO 1/T300 FOR EQUIPMENT ROOM LAYOUT - MDF



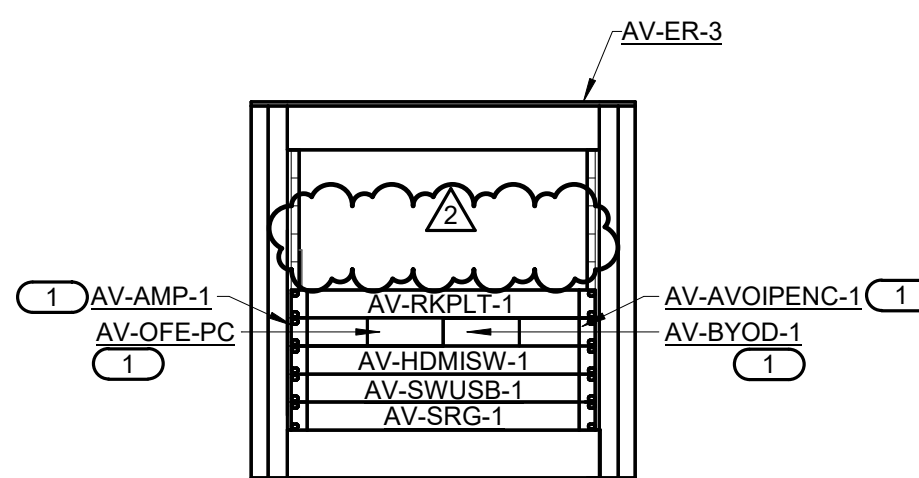
3 EQUIPMENT RACK ELEVATION - MDF

1" = 1'-0"



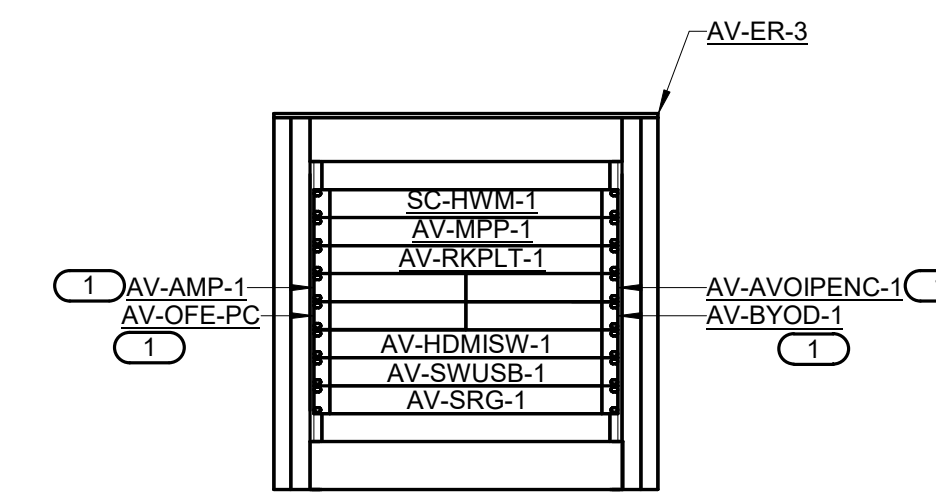
4 EQUIPMENT RACK ELEVATION (AV) - MDF

1" = 1'-0"
 NOTES:
 1. AV DETAILS SHOWN FOR REFERENCE ONLY.
 KEYNOTES: (B)
 1. DEVICE TO BE PLACED ON SHELF (AV-SHLE-1). REFER TO TECHNOLOGY EQUIPMENT SCHEDULE ON T500 FOR MORE INFORMATION.



5 LECTERN RACK ELEVATION ACTIVE LEARNING 102

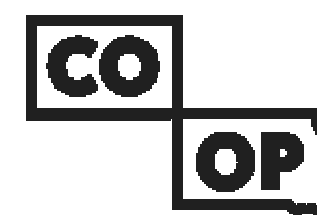
1" = 1'-0"
 NOTES:
 1. AV DETAILS SHOWN FOR REFERENCE ONLY.
 KEYNOTES: (B)
 1. DEVICE TO BE PLACED ON SHELF (AV-SHLE-1). REFER TO TECHNOLOGY EQUIPMENT SCHEDULE ON T500 FOR MORE INFORMATION.



6 LECTERN RACK ELEVATION ACTIVE LEARNING 101 AND CLASSROOM 201,202,212

1" = 1'-0"
 NOTES:
 1. AV DETAILS SHOWN FOR REFERENCE ONLY.
 KEYNOTES: (B)
 1. DEVICE TO BE PLACED ON SHELF (AV-SHLE-1). REFER TO TECHNOLOGY EQUIPMENT SCHEDULE ON T500 FOR MORE INFORMATION.

ADDENDU 23 APRIL 2024
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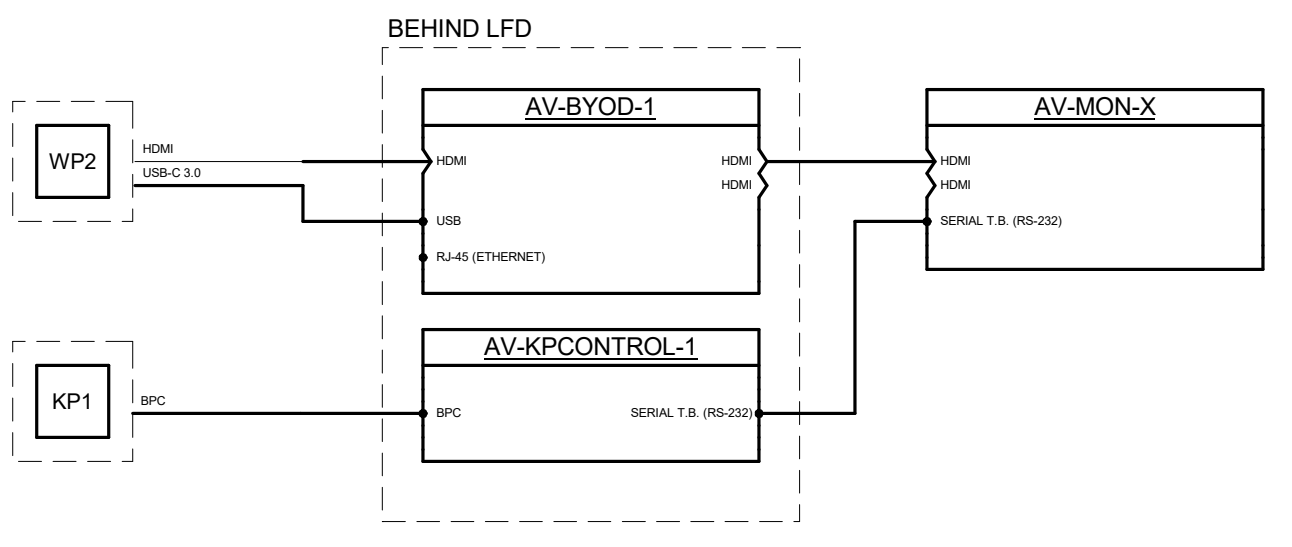
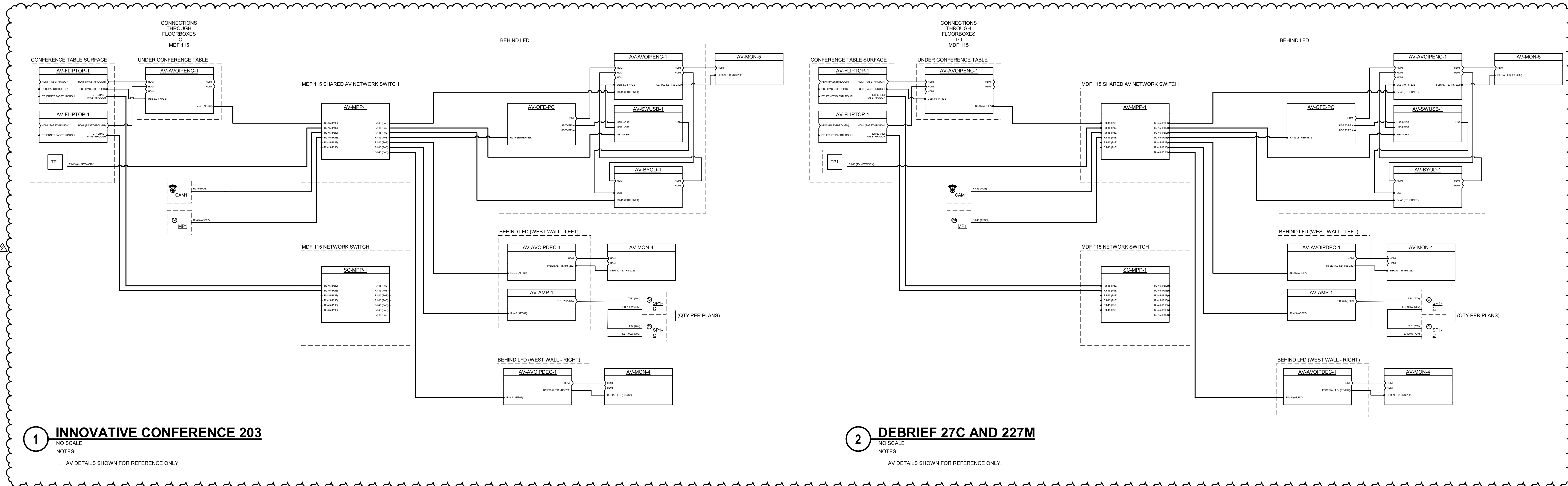
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Project Number: 21008080.00
 Drawn By: IMEG
 Reviewed By: IMEG
 Approved By: IMEG

TECHNOLOGY ENLARGEMENT

T301

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3 HUDDLE/LOUNGE
NO SCALE
NOTES:
1. AV DETAILS SHOWN FOR REFERENCE ONLY.

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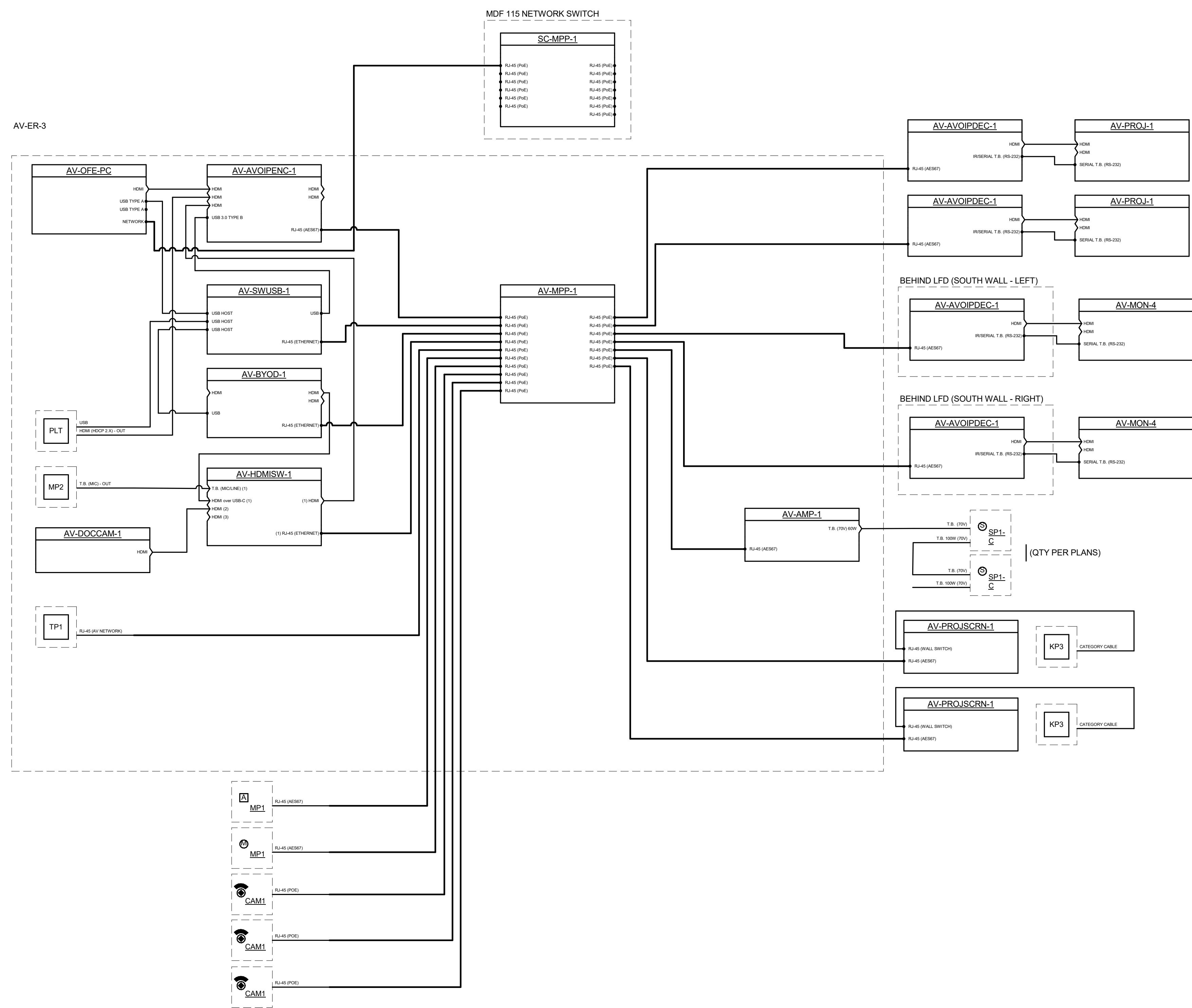
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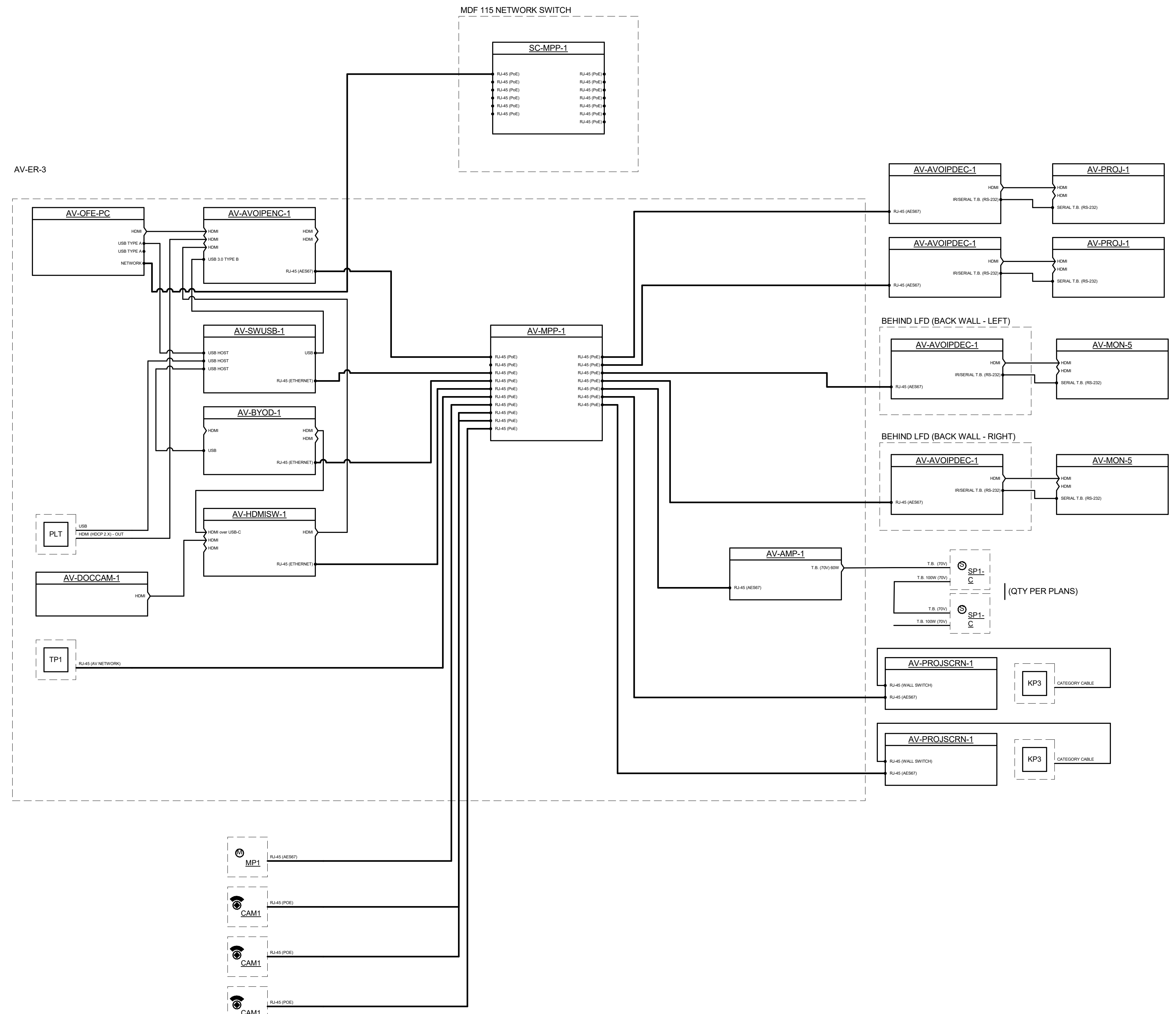
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Reviewed By:	IMEG
Approved By:	IMEG

TECHNOLOGY DIAGRAMS
T402

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1 ACTIVE LEARNING 101
NO SCALE
NOTES:
1. AV DETAILS SHOWN FOR REFERENCE ONLY.



2 CLASSROOM 201 202
NO SCALE
NOTES:
1. AV DETAILS SHOWN FOR REFERENCE ONLY.

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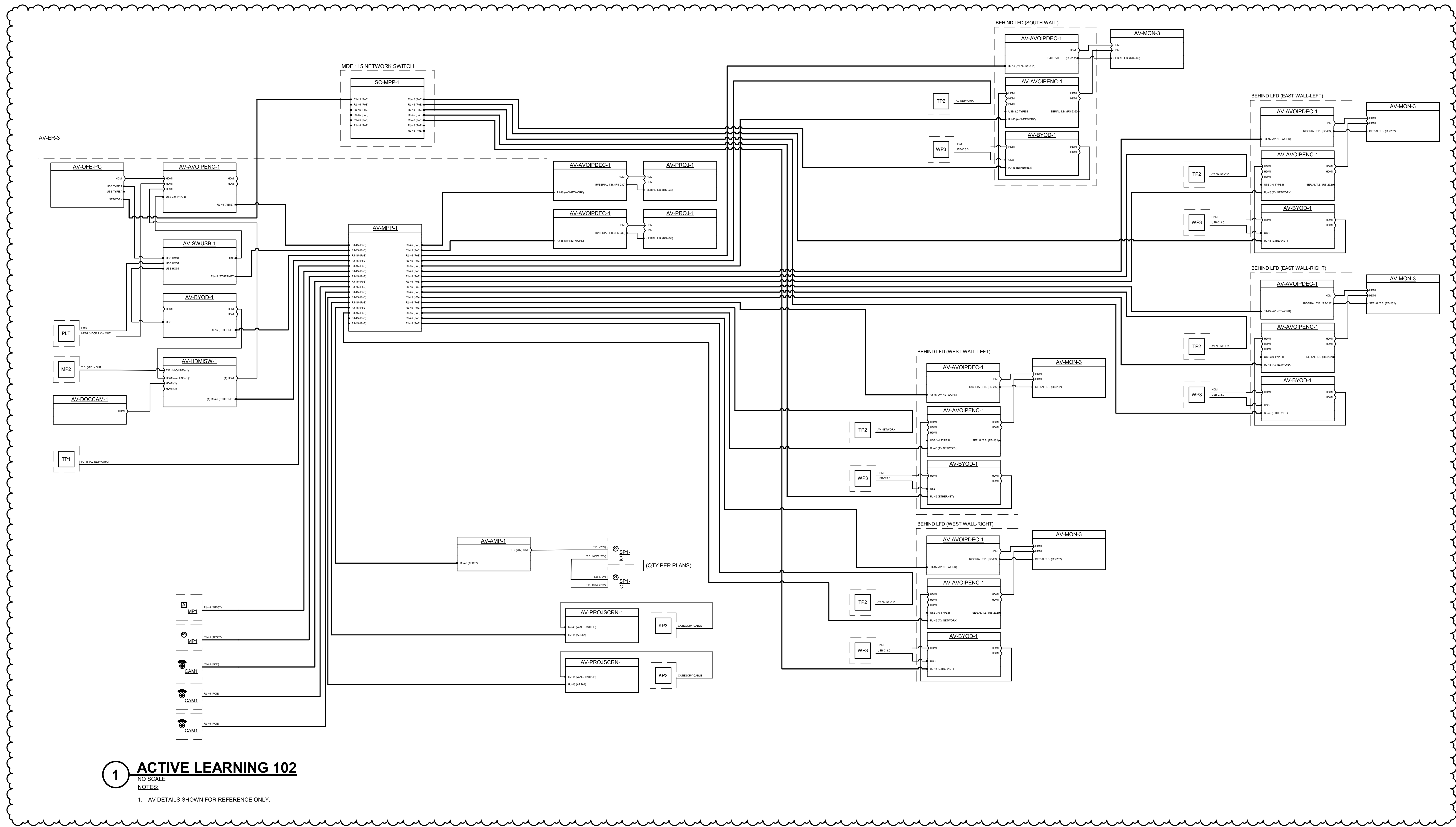
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Reviewed By:	IMEG
Approved By:	IMEG

TECHNOLOGY DIAGRAMS

T403

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1 ACTIVE LEARNING 102
 NO SCALE
 NOTES:
 1. AV DETAILS SHOWN FOR REFERENCE ONLY.

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 M #2
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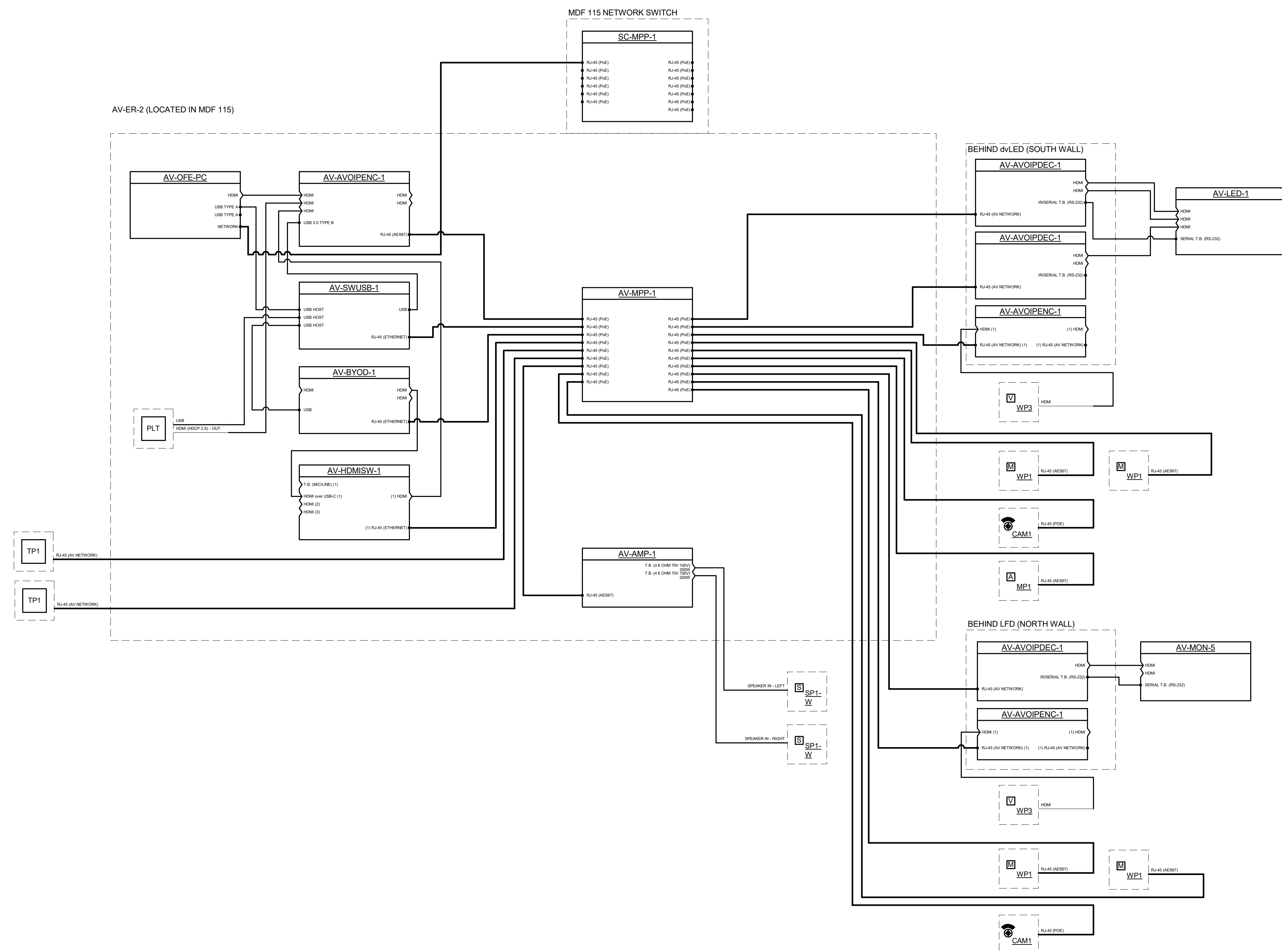
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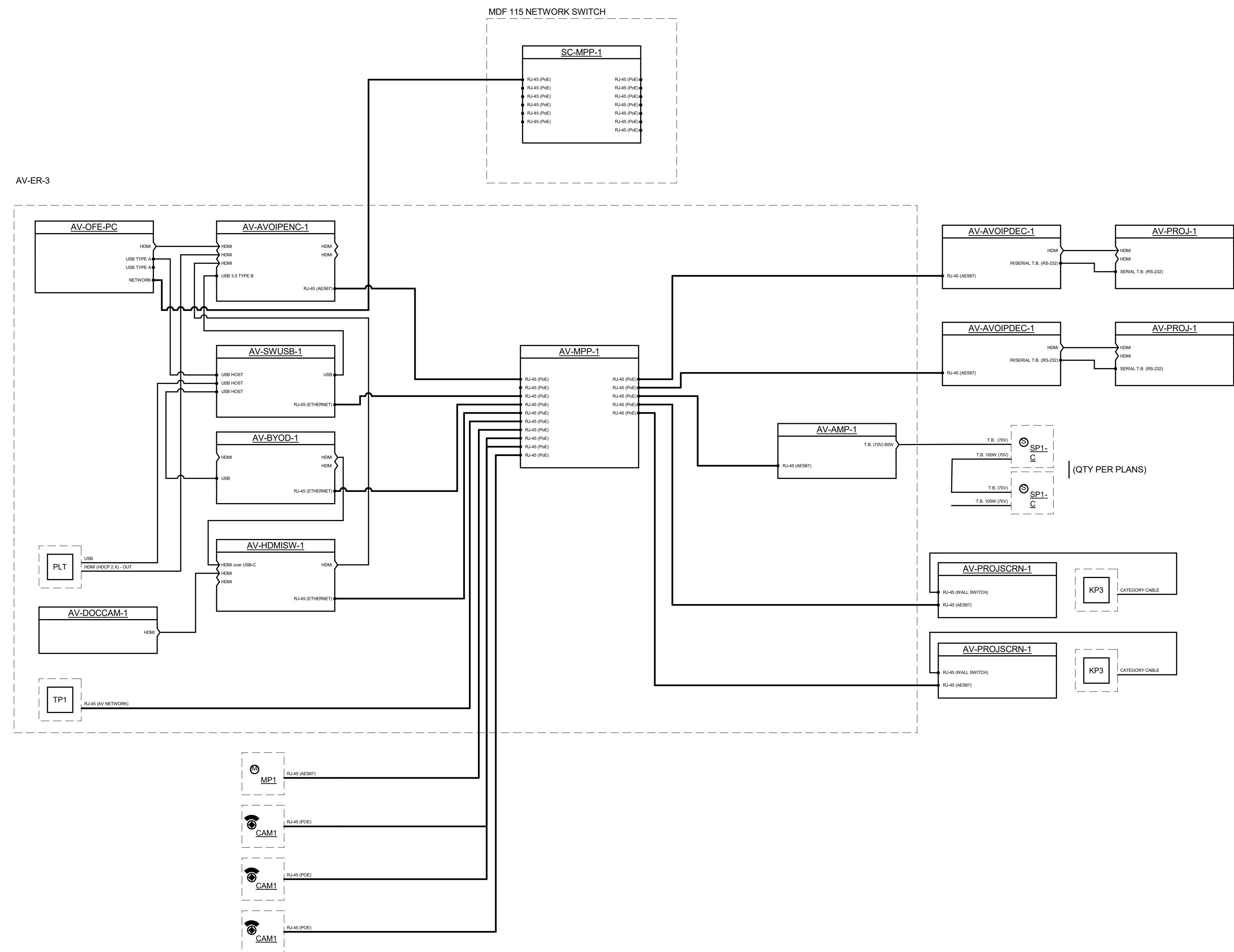
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T404



1 COMMON STUDY 101

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 NOTES:
 1. AV DETAILS SHOWN FOR REFERENCE ONLY.

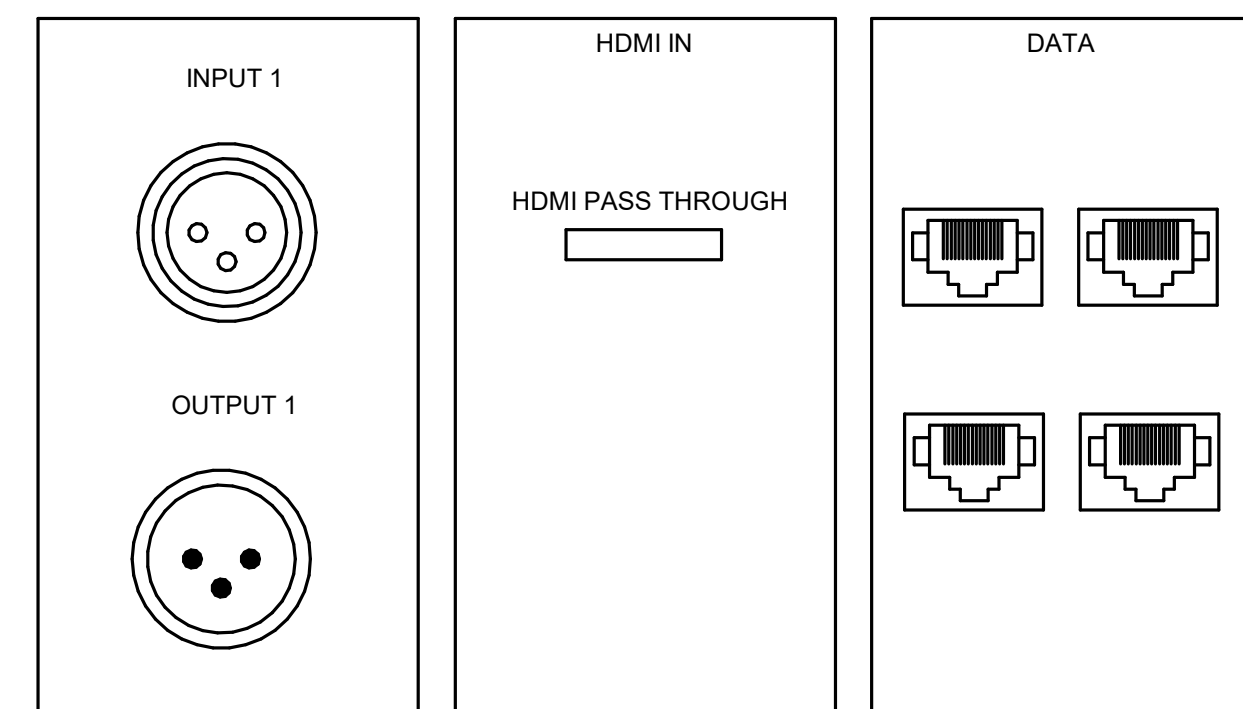


2 CLASSROOM LARGE 212

NO SCALE
 NOTES:
 1. AV DETAILS SHOWN FOR REFERENCE ONLY.

3 3 GANG AUDIO VIDEO INPUT/OUTPUT WALL PLATE

NO SCALE
 NOTES:
 1. AV DETAILS SHOWN FOR REFERENCE ONLY.



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TECHNOLOGY DIAGRAMS

T405

TECHNOLOGY EQUIPMENT SCHEDULE

THE EQUIPMENT LIST ABBREVIATIONS AND THE GENERAL TECHNOLOGY EQUIPMENT SCHEDULE ARE FOR THE CONVENIENCE OF THE CONTRACTOR...

CATALOG NUMBERS ARE NOT TO BE CONSIDERED COMPLETE BUT ARE GIVEN ONLY TO AID THE CONTRACTOR IN THE SEARCH FOR MATERIAL...

Table with columns: EQUIPMENT LIST ABBREVIATION, EQUIPMENT LIST DESCRIPTION, MANUFACTURER AND MODEL. Lists various AV and IT equipment like projectors, speakers, and control systems.

TECHNOLOGY EQUIPMENT SCHEDULE

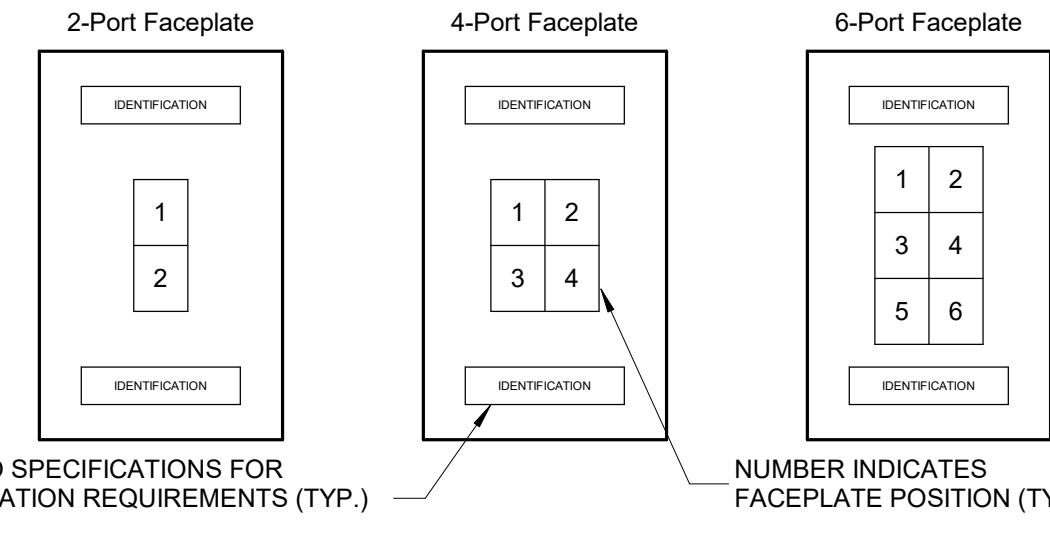
THE EQUIPMENT LIST ABBREVIATIONS AND THE GENERAL TECHNOLOGY EQUIPMENT SCHEDULE ARE FOR THE CONVENIENCE OF THE CONTRACTOR...

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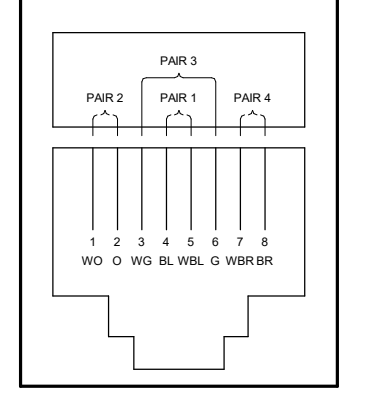
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INFORMATION OUTLET SCHEDULE

SINGLE GANG WALL PLATES



REFER TO SPECIFICATIONS FOR IDENTIFICATION REQUIREMENTS (TYP.). NUMBER INDICATES FACEPLATE POSITION (TYP.).



ANSI/EIA/EA 1568B PINPAIR ASSIGNMENT

- NOTES: 1. PROVIDE REMOVABLE BLANK (INSERTS) FOR ALL UNUSED PORTS. 2. REFER TO SPECIFICATIONS SECTION 27 05 53 FOR ADDITIONAL INFORMATION ON LABELING REQUIREMENTS.

- SCHEDULE NOTES: 1. LOCATION OF FUTURE OR OWNER PROVIDED WIRELESS ACCESS POINT. PROVIDE A 20' SLACK COIL AT THE NEAREST CABLE SUPPORT FOR POSSIBLE RELOCATION AFTER WIRELESS SURVEY.

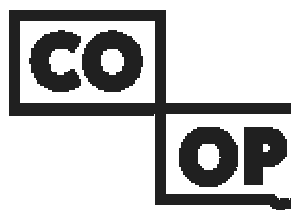
FACEPLATE PORT IDENTIFICATION table with columns for CONFIGURATION, FACEPLATE PORTS, and JACK TYPES (POSITION 1-12).

LEGEND

Legend table mapping codes (D1, D2, V1, BLANK) to descriptions (CAT 6 RJ-45, CAT 6A RJ-45, CAT 6 RJ-45, BLANK FILLER MODULE).

NOTES

Notes table with columns for CONFIGURATION and JACK TYPES (POSITION 1-12).



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Approved By: IMEG

TECHNOLOGY SCHEDULE

T500

Table with columns: Seal, Issue, Date. Lists document versions and dates.