Addendum #	01	**Date Issued**	Nov. 12, 2026
Project Name | Job #	WLSTN NDSU Extension Irrigation Redesign	20236271	
Bid Date | Time	December 3rd, 2026		

THIS ADDENDUM AMENDS AND BECOMES PART OF THE CONTRACT DOCUMENTS FOR EAPC PROJECT 20236271 DATED 11/02/2026, RESPECTIVELY. EACH BIDDER SHALL ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY MARKING THE ADDENDUM NUMBER AND DATE ON THE BID FORM.

SPECIFICATIONS

00 1000.2.1A:	CHANGE: The Pre-bid will be a Teams meeting. **Microsoft Teams meeting Join:** https://teams.microsoft.com/meet/2412185138448344?p=6EPURvuZacR5ADEsLn Meeting ID: 241 218 513 844 834 4 Passcode: EG7kQ6Vk Need help? | System reference **Dial in by phone** +1 347-991-7878,,269162859# United States, New York City Phone conference ID: 269 162 859#
00 1113.1.3	DELETE "November 2, 2026" and REPLACE with "**December 3, 2026**".
00 3000	DELETE BID OPENING DATE: "November 2, 2026" and REPLACE with "**December 3, 2026**". CHANGE Bid Location to: NORTH DAKOTA STATE UNIVERSITY Ernie French Center 14120 Hwy 2 Williston, ND 58801-8629 REPLACE AIA A101 with the attached document.
00 7000	REPLACE AIA A201 with the attached document.
01 1000.1.10	CHANGE Substantial Completion Date to **February 15th, 2028**.
01 5000.2.1	Chain Link fence is at contractor's option.

01 5000.3.4.D.1	Delete paragraphs D.1, D.2, D.3.
01 6000.1.4	ADD Paragraph **1.4 Proprietary Specifications Requirements.** Proprietary Specification Requirements: There are no proprietary specifications in this project. No product will be sole sourced. Substitutions are allowed for all products, as long as the procedures indicated within these specifications are adhered to. Substitutions must be approved by the architect prior to acceptance.
12 3661.16	ADD entire Section

DRAWINGS

S202	REPLACE with attached S202.
A021	ADD sheet A021 for wall and floor types.
A202	REPLACE with attached A202. Added keynote to handicap push pad. Added Coiling Door 107B countertop.
A501	REPLACE with attached A501. Various notes and finishes added.
A821	REPLACE with attached A821. Added notes to detail 2/A821.
A921	REPLACE with attached A921. Added Solid Surfacing.
E100	Provided clarification for notes #3 and 4. Backgrounds adjusted.
E201	Updated electric heat schedule. Provided clarification for floorbox conduit routing through note #12. Changed circuit for (4) exterior receptacles on south side of building. Electric heat tags and circuits updated. Relocated fire alarm panel. Provided clarification for notes #1, 7, 11, and 12.
E202	Provided clarification for notes #1, 4, 8, and 9. Relocated fire alarm panel. Electric heat tags and circuits updated. Provided clarification for floorbox conduit routing through note #12. Changed circuit for (4) exterior receptacles on south side of building. Electric heat tags and circuits updated.
E301	Added light fixture to vestibule on alternate #3. Provided additional occupancy sensors. Added exit light to Seed Processing Rom 109 south door. Adjusted note #2.
E401	Provided clarification for floorbox conduit routing through note #3. Relocated fire alarm panel data jack. Clarified location of telephone terminate board. Provided clarification for notes #1, 3, and 4.
E501	Relocated fire alarm panel. Provided additional heat detection and smoke detection. Provided clarification for notes #1 and 2.
E801	Adjusted wire size on one-line diagram. Adjusted wire size on motor riser for VP-1. Updated motor and equipment schedule.
E802	Updated luminaire schedule.
E901	Updated panel schedules A and A1.

PRIOR APPROVALS

Insert Text

ATTACHMENTS

12 3661.16-Solid Surface Countertops

S202
A021
A202
A501
A821
A921
E100
E201
E202
E301
E401
E501
E801
E802
E901

EAPC

PLAN HOLDERS LIST
NDSU Nesson Valley Irrigation Research Technology Transfer Center
Ray, North Dakota 58849
EAPC Project: # 20236271

BID DATE: Thursday, December 3, 2026
BID TIME: 3:00 PM CDT

PLAN HOLDER	CONTACT PERSON	ADDRESS	CITY	STATE	ZIP	PHONE	FAX	EMAIL
EAPC								
BUILDERS EXCHANGES								
Aberdeen Builders Exchange		302 N. Jackson Street	Aberdeen	SD	57401	605-290-4210		dakotabuild@midconetwork.com
Billings Builders Exchange		2050 Broadwater Avenue	Billings	MT	59102	406-652-1311	406-652-1391	bbx@billingsplanroom.com
Bismarck Builders Exchange		215 Airport Road	Bismarck	ND	58504	701-258-4215	701-258-1391	info@bbxnd.com
Bismarck-Mandan Builders Exchange		P. O. Box 550	Mandan	ND	58554	701-667-4322	701-667-5217	bismanblderex@gmail.com
CMD (Construction Market Data)		Suite 500	Norcross	GA	30092	770-417-4000	800-508-5370	content@constructconnect.com
Construction Industry Center		Box 1227	Rapid City	SD	57709	605-343-5252	605-343-4591	cic@constructionindustrycenter.com or chrissy@constructionindustrycenter.com
Fargo-Moorhead Bldrs. Exchange		P. O. Box 10076	Fargo	ND	58106	701-237-6772	701-232-1653	upload
Grand Forks Builders Exchange		2211 S. Washington St. Ste D	Grand Forks	ND	58201	701-772-7798	701-772-0387	planroom@bntgf.com
McGraw Hill Const./Dodge Plan Rm.		1401 Glenwood Avenue No.	Minneapolis	MN	55405	612-381-2290	612-381-2295	dodge.docs@construction.com
Minnesota Builders Exchange		1123 Glenwood Avenue	Minneapolis	MN	55405	612-381-2620	612-381-2621	new project: jb@mbex.org addendums: addenda@mbex.org
Minot Builders Exchange		2424 Burdick Expy East	Minot	ND	58701	701-838-5353	701-839-0638	mbe1@srt.com
Plains Builders Exchange		220 N. Kiwanis Ave.	Sioux Falls	SD	57104-2530	605-334-8886	605-334-0112	info@plainsbuilders.com
QuestCDN.com								www.questcdn.com
Sioux Falls Builders Exchange		1418 "C" Avenue	Sioux Falls	SD	57104	605-357-8687	605-357-8655	info@sfbx.com
Williston Builders Exchange		2108 - 4th Ave. West	Williston	ND	58801-3423	701-572-9460	701-572-2511	willistonbuildersexchange@gmail.com
CONTRACTOR								
Construction Engineers	Lance Monson	200 N 69th St	Grand Forks	ND	58203	701.792.3207		lancem@constructionengineers.com
Strata Corporation	Rob Martens	1600 N. 48th St.	Grand Forks	ND	58203	701.775.4205		krndsquotes@kniferiver.com
Northstar Steel	Pat Graner	616 37th Ave Sw	Minot	ND	58701	701.852.3744		pat@northstarsteelinc.com
DLC Construction	Lucas Brown	PO Box 370	Minot	ND	58702	701.839.0190		lucasbrown81@yahoo.com
Sentry	Brady Burghardt	1928 Calvin Park Drive	Watertown	SD	57201	605.753.0880		estimating@sentryusa.com
Triangle Electric Inc.	Rob Kjelshus	2644 1st Ave. East	Williston	ND	58801	701.572.6783		rob.kjelshus@triangleelectric.com
Rolac Contracting Inc.	Jason Sanders	PO Box 1872	Minot	ND	58702	701.839.6525		info@rolac-nd.com
First Dakota Enterprises, Inc.	Kyle	PO Box 910	Ft. Pierre	SD	57532	605.223.9600		kyle.mckeever@firstdakotaenterprises.com
Main Electric Construction, Inc.	Lona Jo Thiesen	2626 Valley St	Minot	ND	58702	701.852.3315		lonat@main-holmes.com
Wescom Electrical and Automation	Nelisse Sumey	5137 Jean Duluth Road	Duluth	MN	55803	218.724.1322		Nelisse.Sumey@WescomInc.com
Bainville Construction	Andy Ullmer							AndyUllmer40@gmail.com
ICS, Inc	Shelly Quirk	2500 State Mill Road	Grand Forks	ND	58203	701.775.8480		shelly.quirk@icsgf.us
Corland Construction Llc	Jon Kleinke	1175 Red River Dr	Sidney	MT	59270	406.433.8158		jon@corlandconstruction.com
SUPPLIER								
Core and Main LP	Heather Schumacher	1830 Craig Park Ct	St. Louis	MO	63146	314.432.4700		heather.schumacher@coreandmain.com

AIA® Document A101® – 2017

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

AGREEMENT made as of the *Construction Contract/IPD Date* day of *Month* in the year *Year*
(In words, indicate day, month and year.)

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

Owner Name
Owner Address
Owner Telephone Number
Owner Fax Number

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

Contractor Name
Contractor Address
Contractor Telephone Number
Contractor Fax Number

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

Project Name
Project Location
Detailed Description of Project

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

Architect Name
Architect Address
Architect Telephone Number
Architect Fax Number

The Owner and Contractor agree as follows.

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

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

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

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

DRAFT

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

[ ] The date of this Agreement.

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

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

Insert a date or a means to determine the date of commencement

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

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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

[ ] By the following date: *Substantial Completion date*

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

Portion of Work	Substantial Completion Date

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

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be *Original Contract Sum in dollars - words* ($ *Original Contract Sum in dollars*), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

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

Item	Price

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

Item	Price	Conditions for Acceptance

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

Item	Price

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

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Item	Units and Limitations	Price per Unit ($0.00)

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

Liquidated damages

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

Other

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

Period covered by each Application for Payment if other than one calendar month

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the thirtieth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the thirtieth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

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

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

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

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

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

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

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

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

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

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

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

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Retainage and payments to Contractor shall be pursuant to NDCC 48-01.2-13.

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Items not subject to retainage

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Reduction or limitation of retainage

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

Other conditions for release of retainage

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

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

§ 5.2 Final Payment

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

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

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

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

The following paperwork will need to be submitted prior to receiving final payment:

§ 5.3 Interest

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

The interest rate per annum shall be two percentage points below the Bank of North Dakota prime interest rate as set thirty days after the date payment is due.

Interest rate (%) for overdue payments % *Basis of interest – per annum or monthly*

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Initial Decision Maker Name
Initial Decision Maker Address
Initial Decision Maker Telephone Number
Initial Decision Maker Fax Number

Other method of dispute resolution

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ARTICLE 7 TERMINATION OR SUSPENSION

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

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

Termination fee

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Michael Kangas
Owner Representative's Address
Owner Representative's Telephone Number
Owner Representative's Fax Number
Owner Representative's Mobile Number
Owner Representative's Email Address

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

Contractor Representative's Name
Contractor Representative's Address
Contractor Representative's Telephone Number
Contractor Representative's Fax Number
Contractor Representative's Mobile Number
Contractor Representative's Email Address

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

§ 8.5 Insurance and Bonds

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

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

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

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

Notice in electronic format

§ 8.7 Other provisions:

Other provisions

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.2 Removed

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended with State's Addendum

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

Date of building information modeling exhibit incorporated into this Agreement

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

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

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

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

[ ] The Sustainability Plan:

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Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

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

1. Acknowledgment of Principal (if President is not signing contract)
2. Performance / Payment Bond
3. Acknowledgment of Attorney-in-fact of Surety
4. Certificate of Insurance
5. Waiver of Subrogation and Severability of Interest Endorsement
6. Certificate of Workmen's Compensation Insurance in accordance with the laws of the State of North Dakota
7. Contractor's Tax Clearance Form
8. Agreement for Storing Materials Off-Site
9. Report of Contractor's Employees on Registered Sex Offender List 10. Schedule of values on pay request form included herein

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

Signature	*Signature*
OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
BY: Bruce A. Bollinger, Vice President for Finance and Administration	BY:*Printed Name*
(Printed name and title)	*(Printed name and title)*

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General Conditions of the Contract for Construction

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

NDSU Irrigation Research & Technology Transfer Center
5154 112TH AVENUE NORTHWEST
Ray, North Dakota 58849

THE OWNER:
(Name, legal status and address)

North Dakota State Board of Higher Education
dba: NDSU Ag. Service Center NDSU Dept 7530 PO Box 6050
Fargo, North Dakota 58108

THE ARCHITECT:
(Name, legal status and address)

EAPC Architects Engineers
3100 Demers Ave
Grand Forks, North Dakota 58201

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their

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respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

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

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

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

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to

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whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the

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Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

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ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 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 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.

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Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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

§ 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 State has an obligation to make information available to the campus on where to get information about Registered Sex Offenders who are working on State Institution property. The Contractor is obligated to inform the Campus Police or Security Office or other appropriate campus office, in advance of the Contractor's employees being on State Institution property, if any such employee who is a Registered Sex Offender. This obligation includes property owned or controlled by the institution that is at locations other than the main campus. This obligation extends to all sub tier contractors under The Contractor's scope of work to the extent possible. The Owner reserves the right to not allow Registered Sex Offenders to work on State Institution property.

§ 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 The Contractor shall guarantee and maintain the stability of all work and materials for the period of one (1) year from the date of final acceptance of the Work but with respect to any part of the Work which the Owner takes possession of prior to final acceptance, the guarantee shall continue for a period of one year from the date the Owner takes possession. This is in addition to any manufacturer's warranty specified.

§ 3.5.3 Defects of any kind, due to faulty work or materials appearing during the above-mentioned period must be promptly made good by the Contractor at their own expense to satisfy the Contract Documents. Any such construction and repairs shall include the costs of all damages to the finish or furnishings of the building resulting from the original defect or repairs to the building. Where equipment is required to be replaced, the one-year warranty shall be reinstated for that piece of equipment from the date of replacement.

§ 3.5.4 The guarantee, as provided in paragraph 3.5.2, does not apply to injuries or damages occurring after final acceptance due to "acts of God," fire, violence, abuse, or carelessness of other Contractors or agents of the Owner;

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however, the Owner reserves the right to make temporary repairs as necessary to keep equipment in operating condition without voiding the Contractor's guarantee nor relieving the Contractor of the Contractor's responsibilities during the guarantee period.

§ 3.5.5 The guarantee, as provided in paragraph 3.5.2, shall be extended if other guarantees for different lengths of time are specifically called for in the Contract Documents or if manufacturer's standard warranties extend for a longer period.

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.8 Allowances

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

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§ 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 in sufficient time to avoid delay in 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. Contractor may not change the Superintendent during the progress of the Project without first obtaining the written authorization of both the Owner and the Architect.

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

§ 3.10.2 Contractor shall prepare and keep current, for all Architect's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Architect reasonable time to review submittals.

§ 3.10.3 The Contractor shall furnish such manpower, materials, facilities and equipment and shall work such hours, including night shifts, overtime operations, Sundays and holidays as may been necessary to ensure the prosecution and completion of the work in accordance with the contract time and the approved and currently updated construction schedule. If the Contractors work on the critical path is 14 days or more behind the currently updated and approved construction schedule and it becomes apparent from the schedule that the work will not be completed within the contract time, the Contractor shall take some or all of the following actions at no additional cost to the Owner to improve the Contractor's progress using the following sequence of events.

1. Reschedule activities to achieve maximum practical concurrence of the accomplishment of activities. The Contractor shall submit a schedule demonstrating Contractors program and proposed plan to make up the lag in schedule progress and to ensure completion of work within the contract time.

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2. If the above cannot be achieved, then:
a. The Contractor shall increase manpower in such quantities and crafts as will substantially eliminate the backlog of work; or
b. Increase the number of working hours, shifts per working day, working days per week, or the amount of equipment or any combination of the foregoing sufficient to substantially eliminate the backlog of work.

§ 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.

1. Immediately upon receipt of contract documents, identify one each of the documents with the title, "RECORD DOCUMENTS—JOB SET." Update the record set with all Addenda items.
2. Through progress of the work, the Contractor shall maintain an accurate record of changes in the contract documents, as described below. Upon completion of the work, transfer the recorded change in ink to a set of record documents.
3. Changes that must be recorded are major concealed items from what is called for by the Contract Documents. This includes such items as main pipes and conduit or changed structural members, which cannot be observed on completion even with the use of access doors or removable panels.
4. Coordinate changes within the record documents, making adequate and proper entries on each page of specifications and each sheet of drawings and other documents where any such entry is required to show the change properly.
5. Accuracy of records shall be such that future searches for items shown in the contract documents may reasonably rely on information obtained for the approved project record documents.
6. Make entries within 24 hours of receipt of information that the change has occurred. Prior to submitting request for final payment, submit the final project record documents to the Architect and secure the Architect's approval. Maintain the job set of record documents completely protected from loss and damage.
7. Submit the completed set of project record documents to the Architect.
8. Participate in review meetings as required.
9. Make required changes and promptly deliver the final project record documents to the Architect.
10. The Architect will review for completeness of record documents. The purpose of the final project record documents is to provide factual information regarding all aspects of the work, both concealed and visible, to enable future modification of the work to proceed without lengthy and expensive site investigation, measurement and examination.

§ 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.

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§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

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

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

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

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§ 3.13 Use of Site

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

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

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18. The legal defense provided by Contractor to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Contractor also agrees to defend,

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indemnify, and hold the State harmless for all costs, expenses and attorneys' fees incurred in enforcing the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person lawfully licensed to practice architecture or entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative. The term Architect/Engineer or Engineer, when used in the contract documents, means Architect as defined here.

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

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the former Architect.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

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

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

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

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

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

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

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

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

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

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

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

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

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

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

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

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.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

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

§ 6.2 Mutual Responsibility

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

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§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction. Specifically excluded from costs or damages that the Contractor may recover under this paragraph are profit and overhead.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ **7.2.2** When either or both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be calculated on basis of the net amount of cost or credit.

1. The allowance for overhead, bond, and profit combined, included in the total cost shall be based on the following schedule:
   1.1 For the Contractor; for added or deleted work performed by the Contractor's own forces, 10 percent of the cost.
   1.2 For the Contractor; for added or deleted work performed by the Contractor's Subcontractor, 5 percent of the cost due the Subcontractor.
   1.3 For each Subcontractor or Sub-subcontractor involved; for added or deleted work performed by the Subcontractor's own forces; 10 percent of the cost.
   1.4 For each Subcontractor; for added or deleted work performed by the Subcontractor's Sub-subcontractor, 5 percent of the amount due the subcontractor.
2. In order to facilitate the checking of quotations for extras or credit, all proposals, except those so minor that their propriety can be seen by inspection, shall be accomplished by a complete itemization

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of costs including labor, materials, and subcontracts. Labor and materials shall be itemized in the manner described above. Where major cost items are subcontract, they shall be itemized also.

3. In no case will a change involving over $100.00 be approved without such itemization.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

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

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

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

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and

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credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

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

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

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

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

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect or of an employee of either, or of a Separate Contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner or by other causes beyond Contractor's control and which the Architect determines may justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

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§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

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

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 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 be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, materials, and equipment relating to the Work.

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§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

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§ 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 Retainage and payments to Contractor shall be pursuant to NDCC § 48-01.2-13.

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of

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items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

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

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

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

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

1. Contractor's Release or Waiver of Liens.
2. Current Statement of ND Tax Commissioner relating to income tax and sales tax clearance.
3. Current Certificate of Premium Payment to workforce Safety & insurance.

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

.1 employees on the Work and other persons who may be affected thereby;
.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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

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

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

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

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

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.2.9 For all projects for which the total estimated costs exceeds $100,000, Contractor shall submit to Owner a copy of the written safety program to be used as guidelines and direction of the Contractor's and subcontractors' worksite activities. This program must meet all federal, state and local laws and other legal requirements and include the following minimum provisions: (1) a worksite safety policy and mission statement; (2) assigned responsibilities among management, supervisors and employees; (3) a system for periodic self-inspections, including inspection of job sites, materials, work performance and equipment; (4) a thorough accident and injury reporting and investigation process; (5) a safety orientation program including first aid, medical attention, emergency facilities, fire protection and prevention, housekeeping, illumination, sanitation, personal protective equipment and occupational noise exposure; and (6) a safety training program including safety "tool box" meetings and other systems for ongoing training, including training for employees on the recognition, avoidance and prevention of unsafe conditions.

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

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§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 Removed

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

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense incurred.

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

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2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
4. Claims for damages insured by usual personal injury liability coverage;
5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
7. Claims for bodily injury or property damage arising out of completed operations; and
8. Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18, subject to policy terms and conditions.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of substantial completion and termination of any coverage required to be maintained after substantial completion, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. Commercial General Liability Insurance coverage must be for a minimum as follows: $1,000,000 per occurrence, $2,000,000 general aggregate limit and $1,000,000 aggregate products and completed operations. Automobile liability insurance in an amount no less than $1,000,000 combined Single Limit each occurrence for bodily injury and property damage.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness. The Contractor shall provide written notification to the Owner of the cancellation or expiration of any insurance required by Section 11.1. The Contractor shall provide such written notice within five (5) business days of the date the Contractor is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first. Failure to provide insurance as required in this agreement is a material breach of contract entitling State to terminate this agreement immediately. All endorsements shall be provided as soon as practicable.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations. Contractor shall cause the automobile liability covered required by the contract documents to include the Owner as additional insureds for claims caused in whole or in part of by the Contractor's negligent acts or omission during the Contractor's operations.

§ 11.1.5 The insurance coverage listed above must meet the following additional requirements.

a. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The amount of any deductible or self-retention is subject to approval by the State.
b. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form, and must be placed with insurers rated "A-" or better by the A.M. Best Company, Inc., provided any excess policy materially follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.

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c. The State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this agreement shall not be limited by the insurance required in this agreement.
d. A provision that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08;
e. A provision that Contractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the State and that any insurance, self-insurance or self-retention maintained by the State shall be in excess of the Contractor's insurance and shall not contribute with it.
f. Cross liability and severability of interest for all policies and endorsements.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

Contractor agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers and employees (State), from claims resulting from the performance of the Contractor or its agent, including all costs, expenses and attorneys' fees, which may in any manner result from or arise out of this agreement. The legal defense provided by Contractor to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Contractor also agrees to defend, indemnify, and hold the State harmless for all costs, expenses and attorneys' fees incurred in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until substantial completion has been made as provided in Section 9.10 or until no person or entity other than the Contractor has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project. Owner, Subcontractors, and Sub-subcontractors of any tier shall be named as additional insured on the policy.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles.

§ 11.3.1.3 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.4 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

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§ 11.3.2 BOILER AND MACHINERY INSURANCE
The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE
The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after substantial completion property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. The Owner shall provide written notification to the Contractor of the cancellation or expiration of any insurance required by Sections 11.2 and 11.3. The Owner shall provide such written notice within five (5) business days of the date the Owner is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ 11.3.7 WAIVERS OF SUBROGATION
The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Contractor. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner and made payable to the Owner for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 The Owner shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after the Owner's notification of intent to exercise this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding

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dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, 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 and Owner's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

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

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

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after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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

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

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

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

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

§ 13.5 Interest

Payments due and unpaid under the Contract Documents within 30 days of the due date shall bear interest from the date payment is due until the issuance of proper payment thereof. The interest rate per annum shall be two percentage points below the Bank of North Dakota prime interest rate as set thirty days after the date payment is due.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

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

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4; and
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

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

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- **.1** that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- **.1** cease operations as directed by the Owner in the notice;

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.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Removed

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

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§ 15.1.7 Removed

§ 15.2 Initial Decision

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

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

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

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

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to litigation.

§ 15.2.6 Removed.

§ 15.2.6.1 Removed.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

ARTICLE 16 ADDITIONAL TERMS AND CONDITIONS

§ 16.1 Limitations on Appropriations and Spending Authority.

Continuation of this Contract beyond June 30 of any odd-numbered year is contingent on continued legislative appropriation of funds for the purposes of this Contract. If those appropriations are not forthcoming, the State will

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notify the Contractor as soon as possible and the Contract will terminate on June 30 of that year. The State will not be penalized nor incur any liability because of termination of the Contract as provided above.

§ 16.2 Termination.
The State may terminate this Contract effective on delivery of written notice to the Contractor, or on any later date stated in the notice, if funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the commodities or services provided for in the Contract, if federal or state laws or rules are modified or interpreted in a way that the services or commodities are no longer allowable or appropriate for purchase under this Contract or no longer eligible for the funding proposed for payment of this Contract, or if any license, permit, or certificate required by law or rule, or the terms of the Contract, is for any reason denied, revoked, suspended, or not renewed. Termination of this Contract under this section 16.2 shall be considered a termination for convenience pursuant to section 14.4.

§ 16.3 Severability
If any term or provision of this Contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms and provisions shall not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the Contract did not contain that term or provision.

§ 16.4 Applicable Law and Venue
This Contract is governed by and construed in accordance with the laws of the State of North Dakota. Any action commenced to enforce this Contract must be brought and solely litigated in the District Court of Cass County, North Dakota.

§ 16.5 Time of Completion
The parties agree that TIME IS OF THE ESSENCE in this project.

§ 16.6 Spoliation
Contractor shall promptly notify State of all potential claims that arise from or result from this Contract. Contractor shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to the State the opportunity to review and inspect the evidence, including the scene of an accident.

§ 16.7 Performance Bond
Pursuant to N.D.C.C. § 48-01.2-10, Contractor must obtain a Performance Bond. The bond must be for an amount equal at least to the price stated in the contract. The bond must be conditioned to be void if the Contractor and all subcontractors fully perform all terms, conditions, and provisions of the contract and pay all bills or claims on account of labor and materials including supplies used for machinery and equipment, performed, furnished, and used in the performance of the contract, including all demands of subcontractors. The requirement that bills and claims be paid must include the requirement that interest of the amount authorized under N.D.C.C. § 13-01-14 be paid on bills and claims not paid within ninety days. The bond is security for all bills, claims, and demands until fully paid, with preference to labor and material suppliers as to payment. The bond must run to the State, but any person having a lawful claim against the Contractor, or any subcontractor, as provided in this N.D.C.C. ch. 48-01.2, may sue on the bond.

§ 16.8 Alternative Dispute Resolution – Jury Trial
The State does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to legal action to enforce available remedies. The State does not waive any right to a jury trial.

§ 16.9 Confidentiality
Contractor agrees not to use or disclose any information it receives from the State under this Contract that the State has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Contract or as authorized in advance by the State. The State agrees not to disclose any information it receives from Contractor that the Contractor has previously identified as confidential and which the

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State determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, N.D.C.C. § 44-04-18. The duty of State and Contractor to maintain confidentiality of information under this section continues beyond the term of this Contract, or any extensions or renewals of it.

§ 16.10 Compliance with Public Records Act
Contractor understands that, except for disclosures prohibited in Paragraph 16.10 above, the State must disclose to the public upon request any records it receives from Contractor under this Contract. Contractor further understands that any records that are obtained or generated by the Contractor under this Contract, except for records that are confidential, may, under certain circumstances, be open to the public upon request under the North Dakota open records law. Contractor agrees to contact the State immediately upon receiving a request for information under the open records law and to comply with the State's instructions on how to respond to the request.

§ 16.11 Work Product
All work product, equipment or materials created or purchased under this Contract belong to the State and must be delivered to State at State's request upon termination of this Contract. Contractor agrees that all materials prepared under this Contract are "works for hire" within the meaning of the copyright laws of the United States and assigns to State all rights and interests Contractor may have in the materials it prepares under this Contract, including any right to derivative use of the material.

§ 16.12 Independent Entity
Contractor shall perform as an independent entity under this Contract and not as an employee of the State for any purpose. Contractor will retain sole and absolute discretion in the manner and means of carrying out the Contractor's activities and responsibilities under this Contract, except to the extent specified in this Contract.

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

§ 16.14 Nondiscrimination and Compliance with Laws
The Contractor agrees to comply with all applicable laws and rules, including those relating to nondiscrimination, accessibility, and civil rights. Contractor will timely file all required reports, make all payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation and workers' compensation premiums. Contractor will have and keep current at all times during the term of this Contract all required licenses and permits.

§ 16.15 Contractor's Payment of Taxes
Pursuant to N.D.C.C. § 43-07-11.1, Contractor must file a certificate showing the Contractor has paid all applicable state taxes.

§ 16.16 Licensed Contractor
Pursuant to North Dakota state law, the Contractor must be a licensed contractor.

§ 16.17 State Audit
All records, regardless of physical form, and the accounting practices and procedures of Contractor relevant to this Contract are subject to examination by the North Dakota State Auditor or the Auditor's designee. Contractor will maintain all such records for at least three years following completion of this Contract.

§ 16.18 Prepayment
The State will not make any advance payments before performance by the Contractor under this Contract.

§ 16.19 Payment of Taxes by State

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State is not responsible for and will not pay local, state, or federal taxes. State sales tax exemption number is E-2001, and certificates will be furnished upon request by the purchasing agency.

§ 16.20 Taxpayer Identification
The Contractor's federal employer ID number is: _____.

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SECTION 12 3661.16 - SOLID SURFACING COUNTERTOPS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Solid surface material window sills.

B. Related Requirements:
   1. Section 22 4000 - Plumbing Fixtures for non-integral sinks.

1.2 REFERENCE STANDARDS

A. ISFA 2-01 - Classification and Standards for Solid Surfacing Material; 2013.

B. NEMA LD 3 - High-Pressure Decorative Laminates; 2005.

1.3 ACTION SUBMITTALS

A. Product Data: For countertop materials and sinks.

B. Shop Drawings: For countertops. Show materials, finishes, edge and backsplash profiles, methods of joining, and cutouts for plumbing fixtures.
   1. Show locations and details of joints.
   2. Show direction of directional pattern, if any.

C. Samples for Initial Selection: For each type of material exposed to view.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For fabricator.

1.5 CLOSEOUT SUBMITTALS

A. Maintenance Data: For solid surface material countertops to include in maintenance manuals. Include Product Data for care products used or recommended by Installer and names, addresses, and telephone numbers of local sources for products.

1.6 QUALITY ASSURANCE

A. Fabricator Qualifications: Shop that employs skilled workers who custom-fabricate countertops similar to that required for this Project, and whose products have a record of successful in-service performance.

B. Installer Qualifications: Fabricator of countertops.

C. Mockups: Build mockups to demonstrate aesthetic effects and to set quality standards for fabrication and execution.
   1. Build mockup of typical countertop as indicated on Drawings.
   2. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.7 FIELD CONDITIONS

A. Field Measurements: Verify dimensions of countertops by field measurements before countertop fabrication is complete.

1.8 COORDINATION

A. Coordinate locations of utilities that will penetrate countertops or backsplashes.

PART 2 PRODUCTS

2.1 SOLID SURFACE COUNTERTOP MATERIALS

A. Solid Surfacing Sheet and Plastic Resin Castings: Complying with ISFA 2-01 and NEMA LD 3; acrylic or polyester resin, mineral filler, and pigments; homogenous, non-porous and capable of being worked and repaired using standard woodworking tools; no surface coating; color and pattern consistent throughout thickness.
   1. Manufacturers: Subject to compliance with requirements, provide products by the following:
      a. Dupont; Corian: www.corian.com/#sle.
   2. Type: Provide Standard type or Veneer type made from material complying with requirements for Standard type, as indicated unless Special Purpose type is indicated.
   3. Colors and Patterns: As indicated in the Drawings.

B. Plywood: Exterior softwood plywood complying with DOC PS 1, Grade C-C Plugged, touch sanded.

2.2 FABRICATION

A. Fabricate countertops according to solid surface material manufacturer's written instructions and to the AWI/AWMAC/WI's "Architectural Woodwork Standards."
   1. Grade: Premium.

B. Configuration:
   1. Front: Straight, slightly eased at top.
   2. End Splash: Matching backsplash.

C. Countertops:
   1. 1/4 inch (6.4 mm) thick, solid surface material laminated to 3/4 inch (19 mm) thick particleboard with exposed edges built up with 3/4 inch (19 mm) thick, solid surface material.

D. Fabricate tops with shop-applied edges and backsplashes unless otherwise indicated. Comply with solid surface material manufacturer's written instructions for adhesives, sealers, fabrication, and finishing.
   1. Fabricate with loose backsplashes for field assembly integral backsplashes, unless indicated otherwise.
   2. Install integral sink bowls in countertops in the shop.

E. Joints:
   1. Fabricate countertops without joints.

2.3 INSTALLATION MATERIALS

A. Adhesive: Product recommended by solid surface material manufacturer.

B. Sealant for Countertops: Comply with applicable requirements in Section 07 9200 - Joint Sealants.

PART 3 EXECUTION

3.1 EXAMINATION

A. Examine substrates to receive solid surface material countertops and conditions under which countertops will be installed, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of countertops.

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

3.2 INSTALLATION

A. Install countertops level to a tolerance of 1/8 inch in 8 feet, 1/4 inch maximum. Do not exceed 1/64 inch (0.4-mm) difference between planes of adjacent units.

B. Fasten countertops by screwing through corner blocks of base units into underside of countertop. Predrill holes for screws as recommended by manufacturer. Align adjacent surfaces and, using adhesive in color to match countertop, form seams to comply with manufacturer's written instructions. Carefully dress joints smooth, remove surface scratches, and clean entire surface.

C. Secure countertops to subtops with adhesive according to solid surface material manufacturer's written instructions. Align adjacent surfaces and, using adhesive in color to match countertop, form seams to comply with manufacturer's written instructions. Carefully dress joints smooth, remove surface scratches, and clean entire surface.

D. Complete cutouts not finished in shop. Mask areas of countertops adjacent to cutouts to prevent damage while cutting. Make cutouts to accurately fit items to be installed, and at right angles to finished surfaces unless beveling is required for clearance. Ease edges slightly to prevent snipping.
   1. Seal edges of cutouts in particleboard subtops by saturating with varnish.

E. Apply sealant to gaps at walls; comply with Section 07 9200 - Joint Sealants.

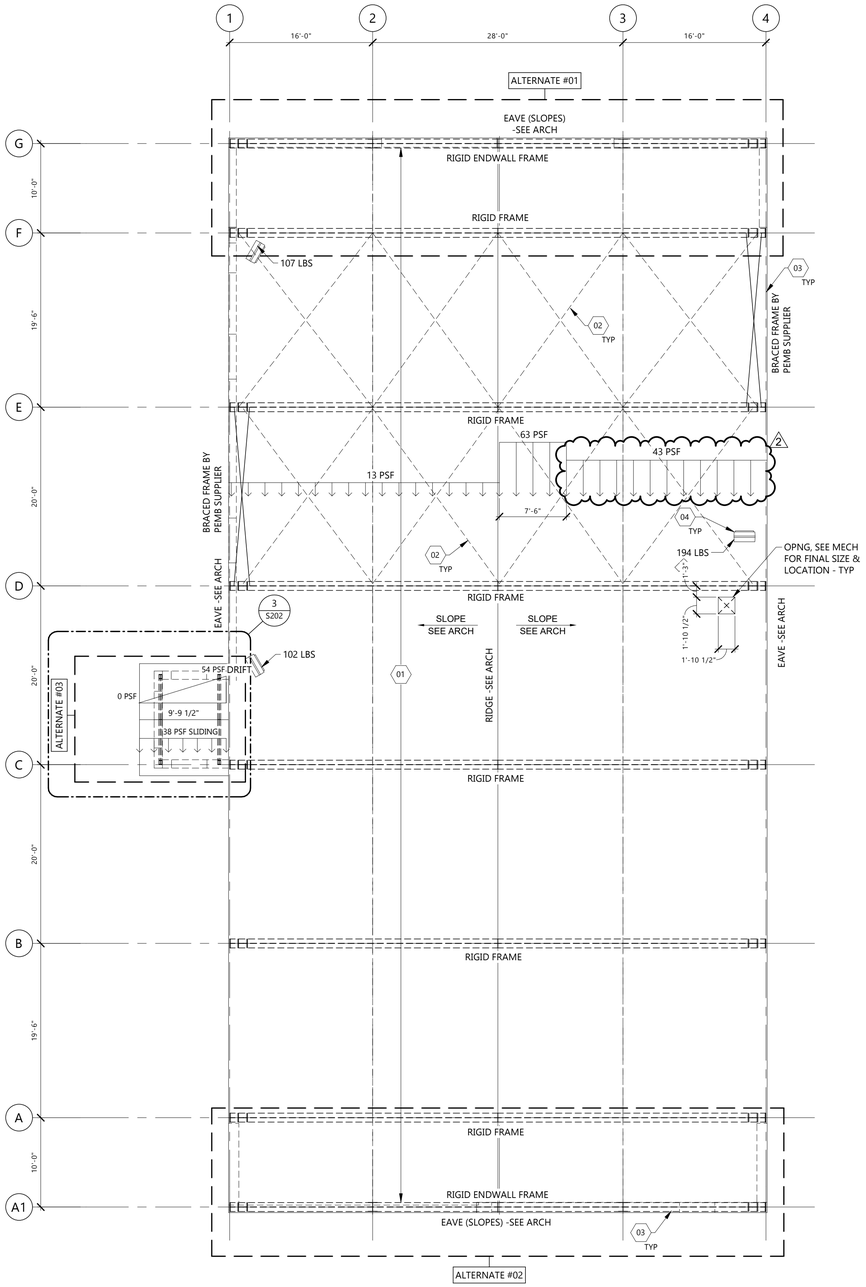
END OF SECTION 12 3661.16

KEYNOTE LEGEND:

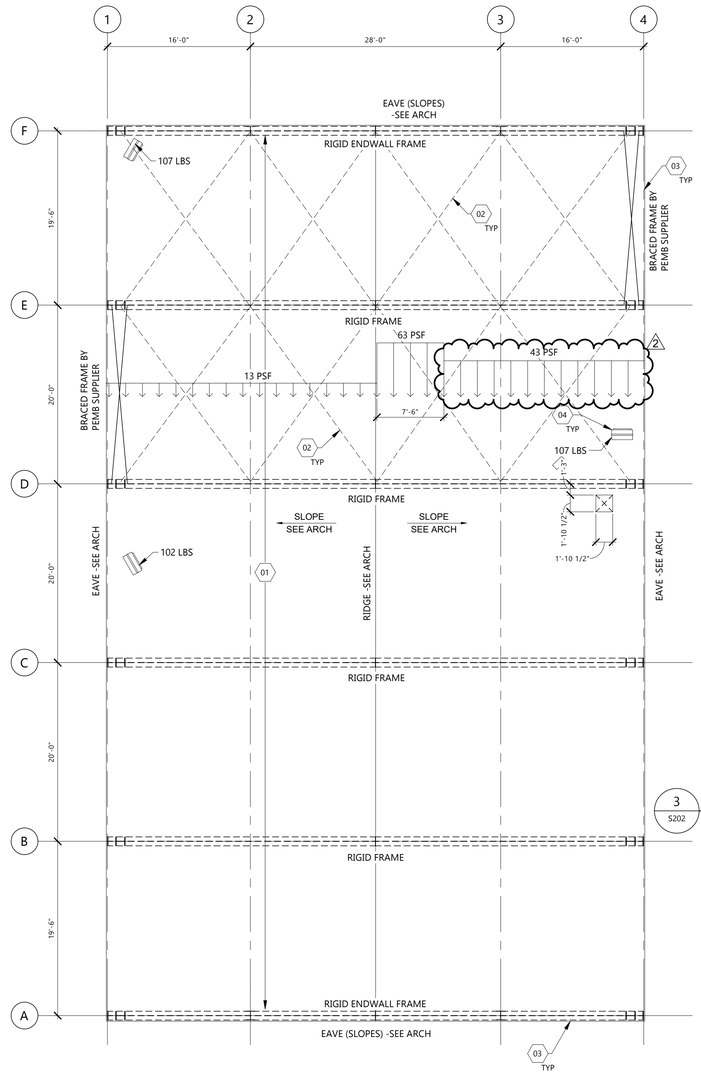
< < <	INDICATES KEYNOTE ON PLAN
01	PEMB PURLINS AND ROOF PANELS BY PEMB SUPPLIER
02	ROOF BRACING BY PEMB SUPPLIER, TYP
03	PEMB WALL PANELS AND GIRTS BY SUPPLIER
04	FOR FINAL UNIT HEATER SIZES, LOCATIONS, AND WEIGHTS - SEE MECH

GENERAL NOTES

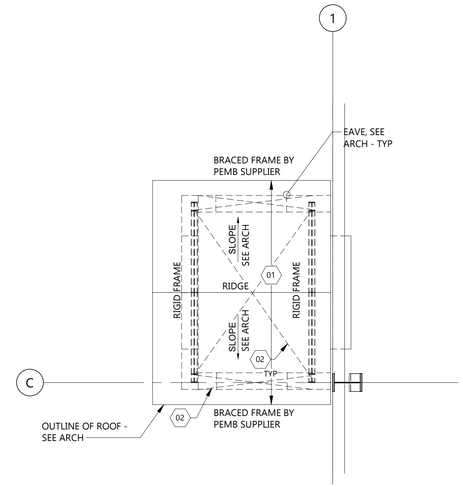
1. COORDINATE W/ ARCH DRAWINGS AND DEFLECTION LIMITS ON SPECS AND S001
2. MIRROR UNBALANCED SNOW LOAD UPON ROOF RIDGE FOR ALTERNATE CONDITION



2 S202 SCHEMATIC ROOF FRAMING PLAN - ALTERNATES
1/8" = 1'-0"



1 S202 SCHEMATIC ROOF FRAMING PLAN - BASE BID
1/8" = 1'-0"



3 S202 ALT #03 - SCHEMATIC VEST ROOF FRAMING PLAN
1/4" = 1'-0"

N

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1	CONSTRUCTION DOCUMENTS	11/02/2026

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SAMUEL J. WILKE
PE-6697
DATE 11/02/2026
NORTH DAKOTA

DRAWING TITLE
ROOF FRAMING PLAN - BASE BID & ALTERNATE

S202

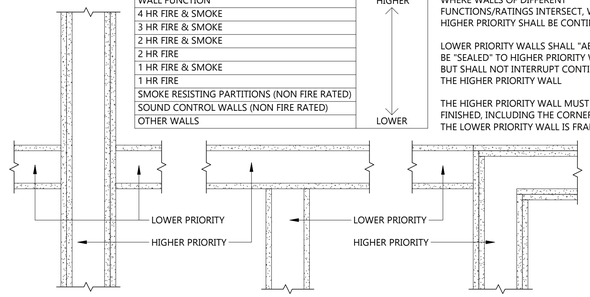
Revit Version: 2025
Plot Date: 11/12/2026 10:03:02 AM

WALL PRIORITY LEGEND	
WALL FUNCTION	HIGHER
4 HR FIRE & SMOKE	
3 HR FIRE & SMOKE	
2 HR FIRE & SMOKE	
2 HR FIRE	
1 HR FIRE & SMOKE	
1 HR FIRE	
SMOKE RESISTING PARTITIONS (NON FIRE RATED)	
SOUND CONTROL WALLS (NON FIRE RATED)	
OTHER WALLS	LOWER

NOTES:
WHERE WALLS OF DIFFERENT FUNCTIONS/RATINGS INTERSECT, WALLS OF HIGHER PRIORITY SHALL BE CONTINUOUS

LOWER PRIORITY WALLS SHALL "ABUT" AND BE "SEALED" TO HIGHER PRIORITY WALLS, BUT SHALL NOT INTERRUPT CONTINUITY OF THE HIGHER PRIORITY WALL

THE HIGHER PRIORITY WALL MUST BE FINISHED, INCLUDING THE CORNER, BEFORE THE LOWER PRIORITY WALL IS FRAME TO IT



INTERSECTING WALL PLAN VIEWS
@ VARIOUS CONDITIONS

1 / A021 WALL PRIORITY LEGEND

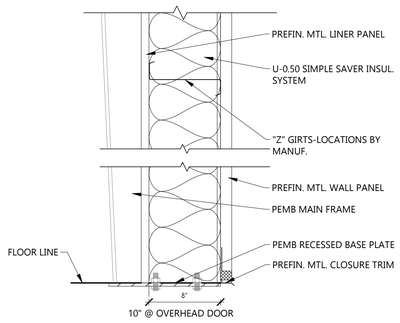
NOT TO SCALE

GENERAL INTERIOR PARTITION NOTES

1. SEE FLOOR PLANS FOR EXTENT OF EACH WALL
2. ON ALL RESTROOM WALLS AND OTHER AREAS SCHEDULED TO RECEIVE FRP, TILE FINISH, OR ARE ADJACENT TO OPERABLE PLUMBING FIXTURES, PROVIDE A MINIMUM OF MOISTURE-RESISTANT GYPSUM BOARD.
3. ALL PARTITIONS CONTAINING PLUMBING OR HAVING AN EXTERIOR FACE SHALL BE INSULATED.
4. PROVIDE 1/2" SPACE BETWEEN FINISH FLOOR AND BOTTOM OF GYPSUM WALLBOARD. INSTALL ACOUSTIC SEALANT AT THE BASE OF ALL WALLS AND THE TOP OF WALLS WHICH EXTEND TO STRUCTURE ABOVE. SUBSTITUTE FIRE RESISTANCE RATED SEALANT WHERE REQUIRED FOR RATED ASSEMBLIES.
5. REFERENCE FLOOR FINISH PLANS AND WALL FINISH PLANS FOR ADDITIONAL FINISHES NOT INDICATED ON PARTITION TYPES.
6. REFER TO MECHANICAL AND ELECTRICAL DRAWINGS FOR LOCATIONS OF WALL PENETRATIONS. SEAL ALL OPENINGS WITH ACOUSTICAL SEALANT.
7. PROVIDE FIRE-TREATED WOOD OR STEEL BACKING FOR ALL WALL-MOUNTED FINISH CARPENTRY, ARCHITECTURAL WOODWORK, TOILET PARTITIONS, ACCESSORIES AND OTHER SIMILAR ITEMS.
8. CONTRACTOR TO INSTALL MTL STUD OR FIRE TREATED WD STUD BACKING/BLOCKING FOR ALL BUILDING ACCESSORIES THAT IS CAPABLE OF SUPPORTING THE ANTICIPATED OR SPECIFIED SERVICE LOADS FOR GRAB BARS, TOWEL BARS, CURTAINS, CASEWORK, ETC. WHERE MOUNTING HEIGHTS ARE NOT INDICATED COORDINATE WITH ARCHITECT FOR INTERPRETATION.
9. PROVIDE CONTROL JOINTS (CJ) IN GYPSUM BOARD WALL CONSTRUCTION AS INDICATED. WHERE NOT SHOWN, PROVIDE MAXIMUM SPACING BETWEEN JOINTS OF 30'-0". VERIFY FINAL CONTROL JOINT LOCATIONS WHETHER OR NOT INDICATED ON THE DRAWINGS WITH ARCHITECT PRIOR TO STARTING WORK. CONTROL JOINTS SHALL FOLLOW THE INSTALLATION REQUIREMENTS DEFINED IN BOTH GA-216 AND ASTM C840.

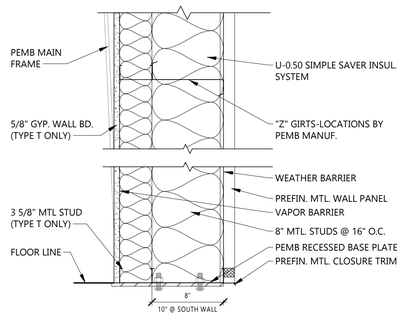
FIRE-RATED PARTITION NOTES:

1. ALL PARTITIONS NOTED TO BE FIRE-RESISTANCE RATED SHALL BE CONSTRUCTED IN STRICT ACCORDANCE WITH THE FIRE RESISTANCE TESTS.
2. FIRE-RATED PARTITIONS SHALL BE CONSTRUCTED BEFORE NON-RATED PARTITIONS.
3. ALL FIRE-RATED PARTITIONS TO EXTEND FROM TOP OF UNFINISHED FLOOR TO UNDERSIDE OF STRUCTURE ABOVE. SEAL TOP, BOTTOM AND ALL PENETRATIONS WITH FIRE-RATED SEALANT.
4. ALL PENETRATIONS IN FIRE-RATED PARTITIONS SHALL BE SEALED WITH MATERIALS, SEALANTS AND/OR ASSEMBLIES WHICH MAINTAIN THE FIRE-RESISTANCE RATING OF THE PARTITION
5. WHEN WALL PARTITIONS OF DIFFERENT SOUND OR FIRE RESISTANCE RATINGS INTERSECT, THE HIGHER RATED PARTITION HAS CONSTRUCTION PRECEDENCE



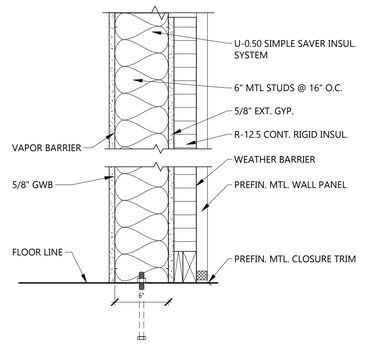
S PEMB SHOP WALL

S1 PEMB SHOP WALL @ OVERHEAD DOOR

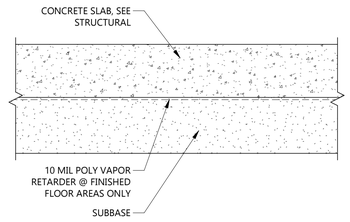


T PEMB - OFFICE WALL

T1 PEMB - MEETING ROOM WALL (NO STUDS)



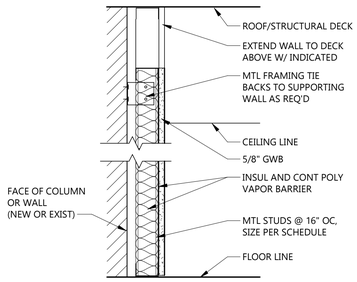
E VESTIBULE WALL - ALTERNATE #3



TYPE MARK	STUD SIZE	WALL DEPTH	FIRE RATING	FIRE-RESISTANCE TEST	SOUND ATTENUATION SAB	STC	TEST	NOTES
J2	1 5/8"	2 1/4"	-	-	-	-	-	-
J3	2 1/2"	3 1/8"	-	-	2 1/2"	-	-	-
J4	3 5/8"	4 1/4"	-	-	3 1/2"	-	-	-

1 FLOOR ASSEMBLY TYPE 1

(TYPICAL AT BASEMENT AND SLAB-ON-GRADE AREA)

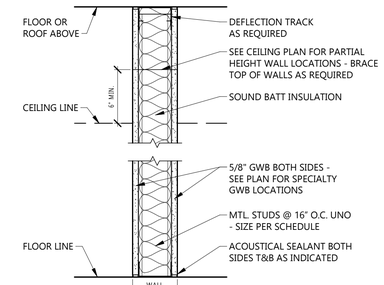


TYPE MARK	STUD SIZE	WALL DEPTH	FIRE RATING	FIRE TEST	SOUND ATTENUATION SAB	STC	TEST	NOTES
C5	3 5/8"	4 7/8"	1 HR	U450, U465	3 1/2"	48	TL99-103	-
C8	8"	9 1/4"	1 HR	U450, U465	5 1/2"	-	-	-

SEE LIFE SAFETY PLAN FOR 1-HOUR F.R. ASSEMBLY TYPES AND LOCATIONS

J NON-RATED METAL STUD FURRED WALL

C 1-HOUR RATED GWB ON MTL STUDS



TYPE MARK	STUD SIZE	WALL DEPTH	FIRE RATING	FIRE TEST	SOUND ATTENUATION SAB	STC	TEST	NOTES
A5	3 5/8"	4 7/8"	NR	-	3 1/2"	-	-	-
A7	6"	7 1/4"	NR	-	3 1/2"	-	-	-
A8	8"	10 1/4"	NR	-	7 1/2"	-	-	-

SEE LIFE SAFETY PLAN FOR N.R. SMOKE-RESISTIVE WALL LOCATIONS

A NON-RATED GWB ON METAL STUDS

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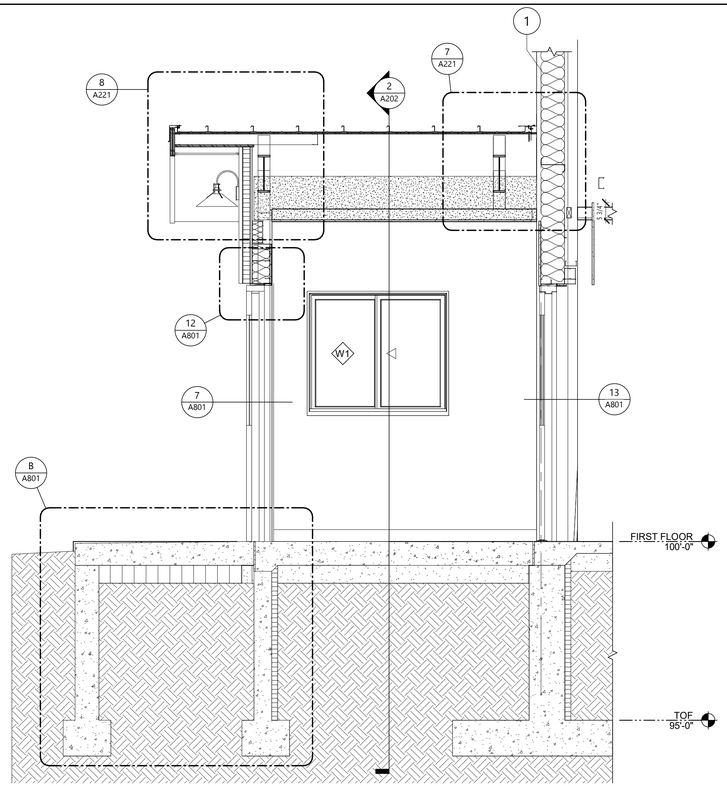
DRAWING TITLE
WALL AND FLOOR TYPES

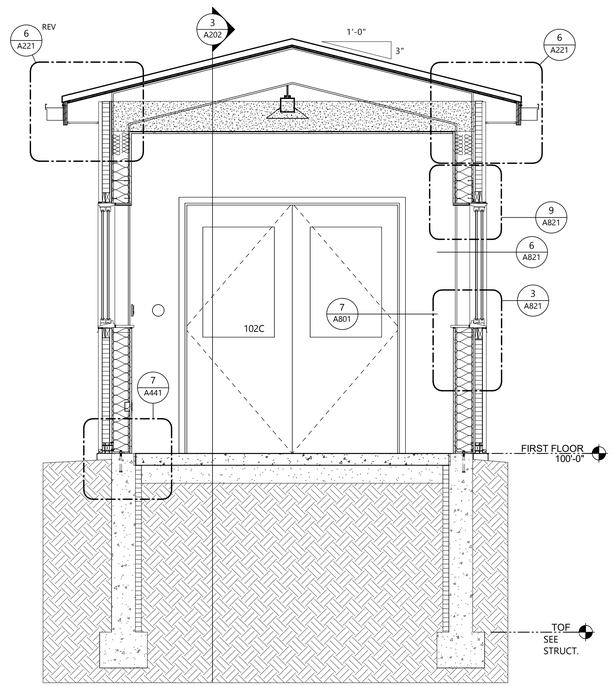
A021

Revit Version: 2025
Plot Date: 11/12/2026 4:14:16 PM



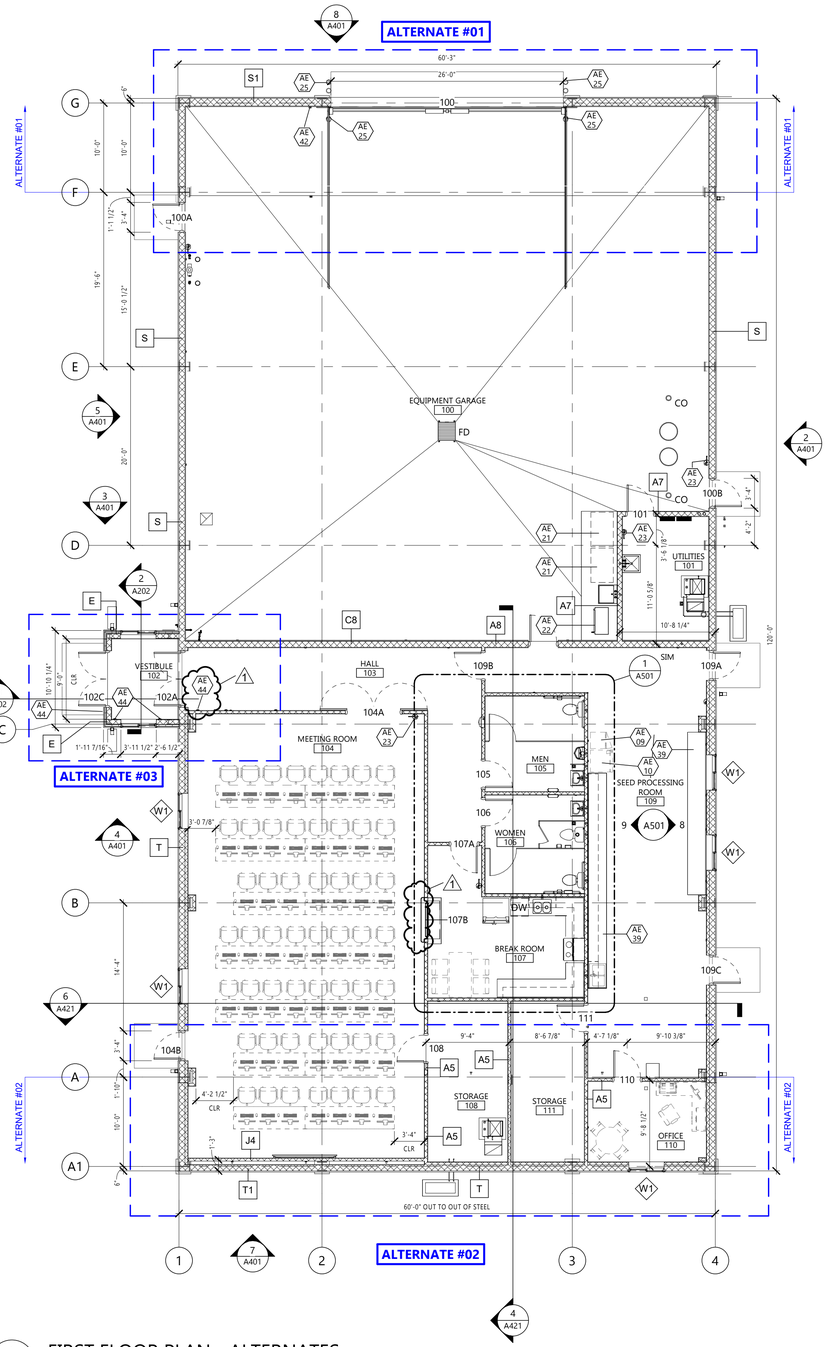
3 A202 ALTERNATE #3 VESTIBULE SECTION

1/2" = 1'-0"



2 A202 ALTERNATE #03 VESTIBULE SECTION

1/2" = 1'-0"



1 A202 FIRST FLOOR PLAN - ALTERNATES

1/8" = 1'-0"

GENERAL NOTES

1. GENERAL NOTES APPLY TO ALL DRAWING SETS
2. SUBCONTRACTORS FOR EACH TRADE ARE ADVISED THAT INFORMATION PERTINENT TO THEIR WORK MAY OCCUR IN OTHER PORTIONS OF THE CONTRACT DOCUMENTS. ALL NOTES ARE TO BE REVIEWED AND APPLIED TO RELATED BUILDINGS DOCUMENTS.
3. FIELD VERIFY ALL DIMENSIONS. NOTIFY ARCHITECT IMMEDIATELY IF ANY CONFLICTS OR DISCREPANCIES OCCUR BEFORE AND / OR DURING CONSTRUCTION.
4. CROSS REFERENCES SHOWN ON DRAWINGS DO NOT NECESSARILY INDICATE ALL LIKE CONDITIONS AND DO NOT LIMIT APPLICATION OF ANY DRAWING OF DETAIL WHERE SPECIFIC DIMENSIONS, DETAILS, OR DESIGN INTENT CANNOT BE DETERMINED, CONSULT THE ARCHITECT PRIOR TO PROCEEDING WITH WORK.
5. REVIEW SPECIFICATIONS FOR INSTRUCTIONS NOT SHOWN ON DRAWINGS. INFORMATION COMMON TO SEVERAL DRAWINGS MAY BE NOTED ON ONLY ONE. CONTRACTOR IS RESPONSIBLE FOR ENTIRE SET OF DOCUMENTS.
6. DIMENSIONS AT INTERIOR PARTITIONS ARE TO THE CENTER OF THE WALL UNLESS NOTED OTHERWISE.
7. PROVIDE FIRE RETARDANT WOOD BACKING AND / OR BLOCKING IN WALLS AS REQUIRED AT ALL WALL MOUNTED ITEMS.
8. DRAWINGS ARE NOT TO BE SCALED. CONTRACTOR TO VERIFY ALL DIMENSIONS & FIELD CONDITIONS PRIOR TO COMMENCING THE WORK.
9. REFER TO INTERIORS SHEET A901 FOR WALL PROTECTION AND DETAILS.
10. CAULK ALL COUNTERTOPS, BACKSPLASHES & CABINETS AT LOCATIONS WHERE THEY MEET WALL. SEAL ALL CUT-OUTS IN COUNTERTOPS.
11. ALL PIPING, CONDUITS, &RELATED MECHANICAL & ELECTRICAL ITEMS SHALL BE CONCEALED WITHIN DRYWALL AND/OR PLASTER FURRING AS REQUIRED IN FINISHED AREAS WHETHER SHOWN ON DRAWINGS OR NOT UNLESS OTHERWISE NOTED.
12. SEAL AROUND ALL MECHANICAL & ELECTRICAL EQUIPMENT PENETRATIONS AT RATED WALLS, ABOVE & BELOW CEILINGS, WITH A UL APPROVED FIRE-STOPPING MATERIAL - SEE SPECIFICATIONS.
13. WHEN WALL PARTITIONS OF DIFFERENT RATING INTERSECT, THE HIGHEST RATED PARTITIONS TAKE PRECEDENT.
14. ALL FURNITURE FOR REFERENCE ONLY (SHOWN DASHED) WILL BE OWNER FURNISHED & OWNER INSTALLED.
15. ERECT DUST PROOF PARTITIONS AS REQUIRED BY THE WORK ICRA TO PROTECT ADJACENT AREAS - REFER TO SPEC SECTION 00 9000.
16. RADIUS EXPOSED COUNTERTOP CORNERS 2" RADIUS TYPICALLY. (2" WHERE 3MM EDGE BANDING, 1" RADIUS AT SSF EDGES.) U.N.O.
17. ALL NEW WALLS ARE TYPE 'AS' WALL PARTITIONS UNLESS NOTED OTHERWISE. SEE WALL TYPES SHEET A021.
18. REFER TO LIFE SAFETY PLANS AND FLOOR PLANS FOR LOCATION OF REQUIRED FIRE WALLS.
19. REFER TO ELEVATIONS FOR WALL MOUNTED EQUIPMENT. PROVIDE IN-WALL BLOCKING AS REQUIRED
20. FLOOR ELEVATION 100'-0" = 1906.25 ON CIVIL DRAWINGS.

KEYNOTE LEGEND:

< < < INDICATES KEYNOTE ON PLAN

AE 09	FREEZER - OFOI.
AE 10	REFRIGERATOR - OFOI.
AE 21	GRAIN DRYER - OFOI.
AE 22	GRAIN SEPARATOR - OFOI.
AE 23	FIRE EXTINGUISHER ON WALL BRACKET.
AE 25	EXTERIOR BOLLARDS - SEE CIVIL, INTERIOR BOLLARDS - SEE STRUCT.
AE 39	UPPER & LOWER CABINETS, SINK-ALTERNATE #05.
AE 42	OVERHEAD DOOR CONTROL.
AE 44	HANDICAP DOOR OPERATOR PUSH PAD.

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1	ADDENDUM 1	11/12/2026
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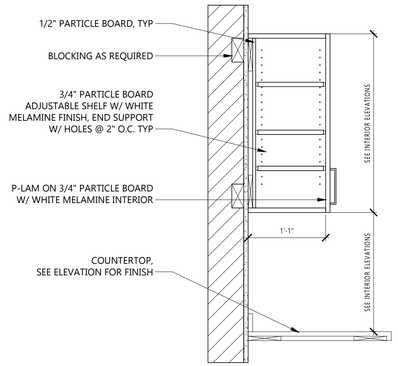
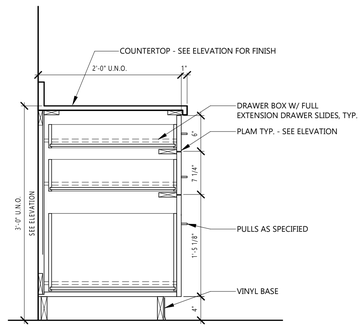
DRAWING TITLE
FIRST FLOOR PLAN - ALTERNATES

A202

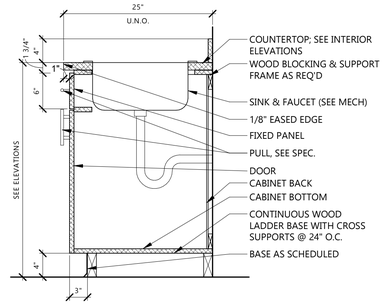
Revit Version: 2025
Plot Date: 11/17/2026, 1:46:44 PM



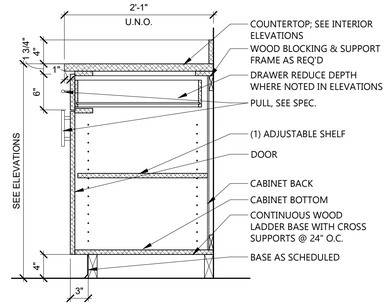
18 A501 WC 301-WALL CABINET
1" = 1'-0"



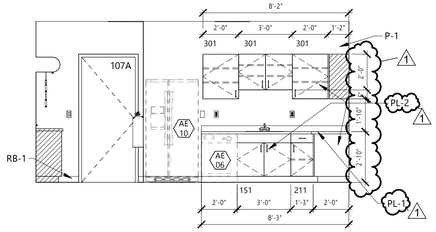
17 A501 BC 230-3 DRAWER SECTION
1" = 1'-0"



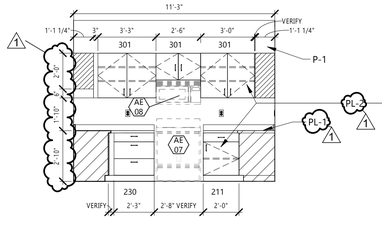
16 A501 BC 151-BASE CAB SINK
1" = 1'-0"



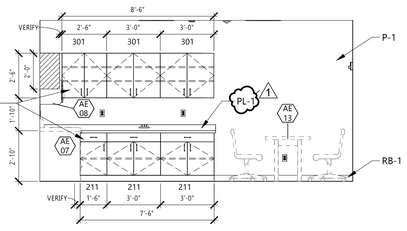
15 A501 BC 211-BASE CAB - DOOR, DRAWER
1" = 1'-0"



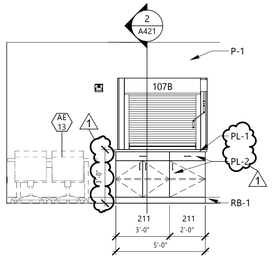
14 A501 BREAK ROOM 107 - NORTH
1/4" = 1'-0"



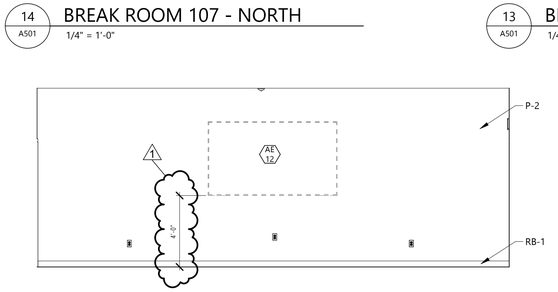
13 A501 BREAK ROOM 107 - WEST
1/4" = 1'-0"



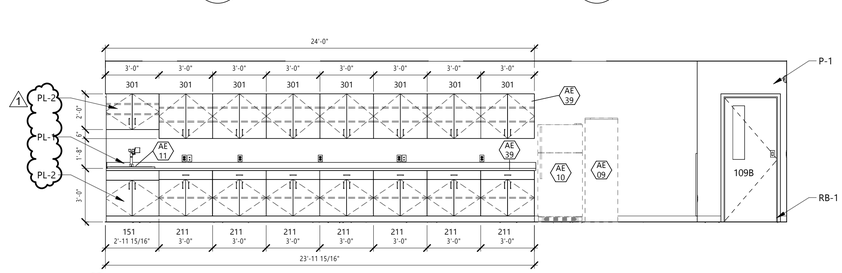
12 A501 BREAK ROOM 107 - SOUTH
1/4" = 1'-0"



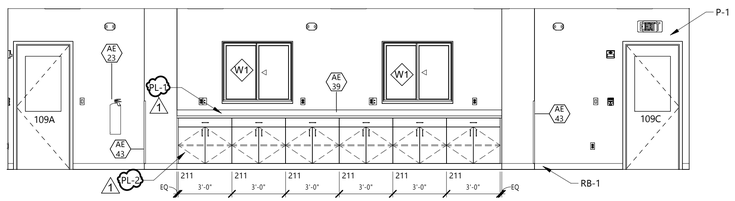
11 A501 BREAK ROOM 107 - EAST
1/4" = 1'-0"



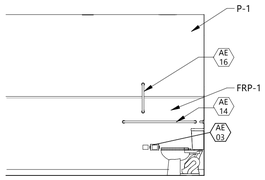
10 A501 MEETING ROOOM 104
1/4" = 1'-0"



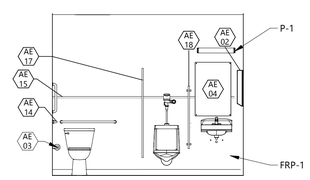
9 A501 SEED PROCESSING ROOM 109 - EAST (CABINETS ALTERNATE #05)
1/4" = 1'-0"



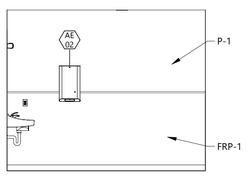
8 A501 SEED PROCESSING 109 - WEST (CABINETS ALTERNATE #05)
1/4" = 1'-0"



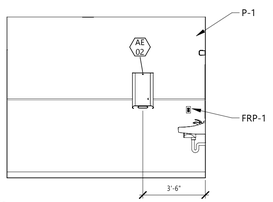
7 A501 MEN 105 - NORTH
1/4" = 1'-0"



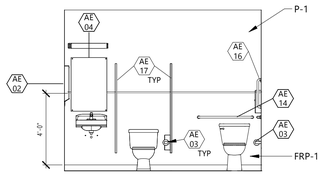
6 A501 MEN 105 - EAST
1/4" = 1'-0"



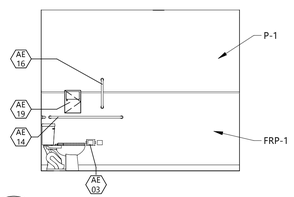
5 A501 MEN 105 SOUTH
1/4" = 1'-0"



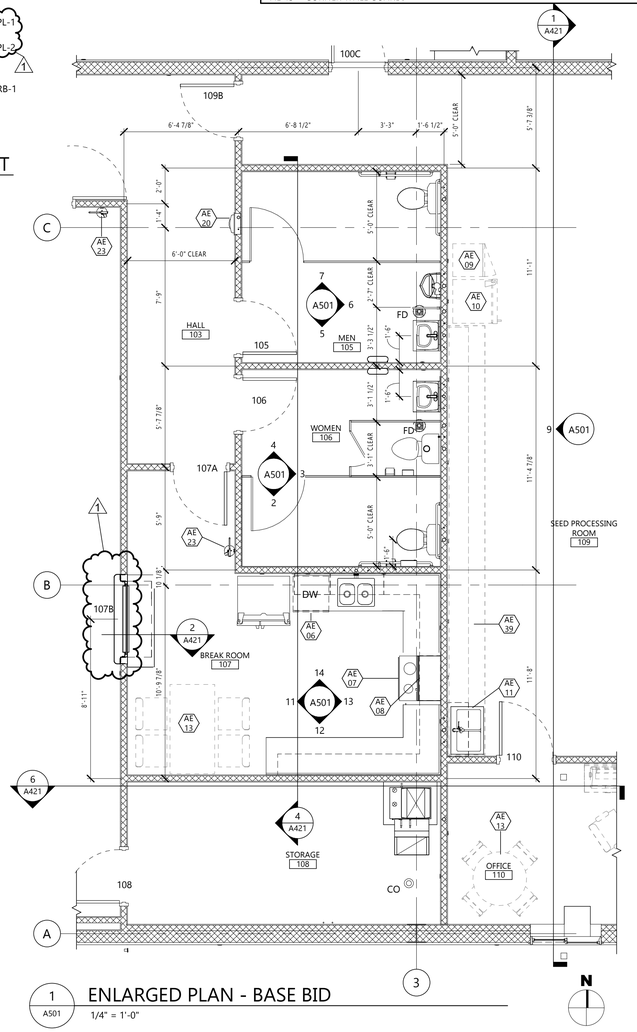
4 A501 WOMEN 106-NORTH
1/4" = 1'-0"



3 A501 WOMEN 106 - EAST
1/4" = 1'-0"



2 A501 WOMEN 106 - SOUTH
1/4" = 1'-0"



1 A501 ENLARGED PLAN - BASE BID
1/4" = 1'-0"

KEYNOTE LEGEND:

< < < INDICATES KEYNOTE ON PLAN

AE 02	PAPER TOWEL DISPENSER - OFOI.
AE 03	TOILET PAPER DISPENSER.
AE 04	18"x36" MIRROR.
AE 06	DISH WASHER.
AE 07	RANGE.
AE 08	MICROWAVE/HOOD.
AE 09	FREEZER - OFOI.
AE 10	REFRIGERATOR - OFOI.
AE 11	EYE WASH FAUCET & SINK - ALTERNATE #05.
AE 12	TELEVISION - OFOI.
AE 13	FURNITURE - OFOI.
AE 14	42" GRAB BAR.
AE 15	36" GRAB BAR.
AE 16	18" GRAB BAR.
AE 17	FLOOR MOUNTED TOILET PARTITION.
AE 18	URINAL SCREEN.
AE 19	SANITARY NAPKIN DISPENSER.
AE 20	BOTTLE FILLER.
AE 23	FIRE EXTINGUISHER ON WALL BRACKET.
AE 39	UPPER & LOWER CABINETS, SINK-ALTERNATE #05.
AE 43	CORNER WALL GUARD.

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ISSUE DATES

1	ADDENDUM 1	11/12/2026
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MARK	DESCRIPTION	DATE

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Signature: Burton E. Young
Date: 11/02/2026 REG. NO. 1132

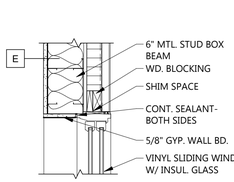
DRAWING TITLE
ENLARGED FLOOR PLANS

A501

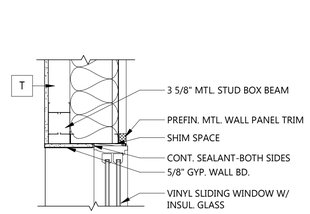
Revit Version: 2025
Plot Date: 11/12/2026 9:47:19 AM

DOOR SCHEDULE - ALTERNATES

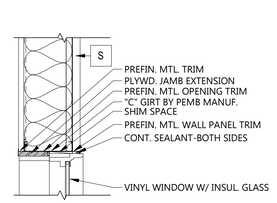
DR #	ROOM NAME	DOOR PANEL(S)			DOOR FRAME		DETAILS - SEE SHEET A801			FIRE RATING	HDWE GROUP	NOTES
		OPENING SIZE	MTRL	TYPE	MTRL	TYPE	HEAD	JAMB	SILL			
100	EQUIPMENT GARAGE	26'-0" x 18'-0"	MTL.	-	MTL.	OVHD	15	6	3		--	
100A	EQUIPMENT GARAGE	3'-0" x 7'-0"	HM	HG	HM	HM-00	21	19	2		4	IG-21, INSUL. DOOR
100B	EQUIPMENT GARAGE	3'-0" x 7'-0"	HM	HG	HM	HM-00	21	19	2		4	IG-21, INSUL. DOOR
100C	EQUIPMENT GARAGE	3'-0" x 7'-0"	HM	F	HM	HM-00	10	11	--		7	
101	UTILITIES	3'-0" x 7'-0"	HM	F	HM	HM-00	10	11	--		5	
102A	HALL	6'-0" x 7'-0"	HM	HG	HM	HM-00	17	13	2		1	1, 2, IG-21
102C	VESTIBULE	6'-0" x 7'-0"	HM	HG	HM	HM-00	17	13	4		2	1, 2, IG-21
104A	MEETING ROOM	6'-0" x 7'-0"	HM	F	HM	HM-00	8	4	--	20 MIN.	3	1
104B	MEETING ROOM	3'-0" x 7'-0"	HM	F	HM	HM-00	17	13	2		4	INSUL. DOOR
105	MEN	3'-0" x 7'-0"	HM	F	HM	HM-00	8	4	--	20 MIN.	6	
106	WOMEN	3'-0" x 7'-0"	HM	F	HM	HM-00	8	4	--	20 MIN.	6	
107A	BREAK ROOM	3'-0" x 7'-0"	HM	F	HM	HM-00	8	4	--	20 MIN.	9	
107B	MEETING ROOM	5'-0" x 4'-0"	MTL.	-	MTL.	CD	20	18	16		--	
108	STORAGE	3'-0" x 7'-0"	HM	F	HM	HM-00	10	11	--		5	
109A	SEED PROCESSING ROOM	3'-0" x 7'-0"	HM	HG	HM	HM-00	17	13	2		4	IG-21, INSUL. DOOR
109B	SEED PROCESSING ROOM	3'-0" x 7'-0"	HM	NV	HM	HM-00	8	4	--	20 MIN.	8	
109C	SEED PROCESSING ROOM	3'-0" x 7'-0"	HM	HG	HM	HM-00	17	13	2		4	IG-21, INSUL. DOOR
110	OFFICE	3'-0" x 7'-0"	HM	NV	HM	HM-00	10	11	--		9	
111	STORAGE	3'-0" x 7'-0"	HM	F	HM	HM-00	10	11	--		9	



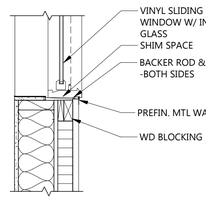
9 A821 WINDOW HEAD ALT. #03
1" = 1'-0"



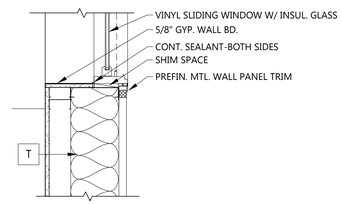
8 A821 WINDOW HEAD DETAIL
1" = 1'-0"



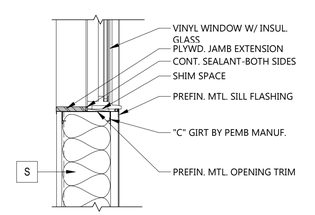
7 A821 SHOP WINDOW HEAD DETAIL
1" = 1'-0"



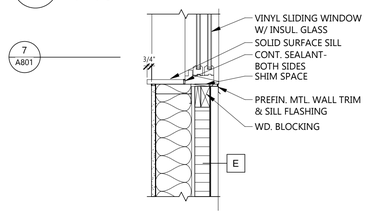
6 A821 WINDOW JAMB ALT. #03
1" = 1'-0"



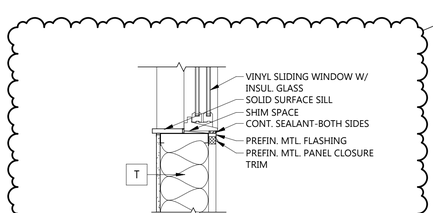
5 A821 WINDOW JAMB DETAIL
1" = 1'-0"



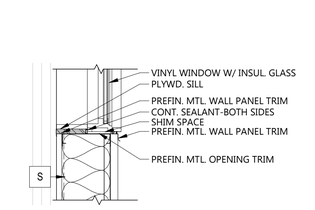
4 A821 SHOP WINDOW JAMB DETAIL
1" = 1'-0"



3 A821 WINDOW SILL ALT. #03
1" = 1'-0"



2 A821 WINDOW SILL DETAIL
1" = 1'-0"



1 A821 SHOP WINDOW SILL DETAIL
1" = 1'-0"

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Signature: Burton E. Grunze
Date: 11/02/2026 REG. NO. 1132

DRAWING TITLE
WINDOW DETAILS & ALTERNATE DOOR SCHEDULE

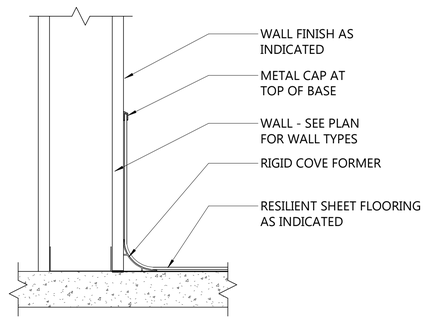
A821

Revit Version: 2025
Plot Date: 11/12/2026 9:41:38 AM

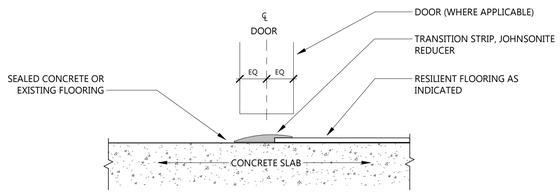
09 0000 MATERIAL IDENTIFICATION CODES

03 3543	CFS	POLISHED CONCRETE FINISHING
	CFS-1	SEALED CONCRETE- SEE SPEC FOR DETAILS
06 4116	PLAM	PLASTIC LAMINATE CLAD ARCHITECTURAL CABINETS
	PL-2	WILSONART, SABLE STRATA 5082-38
06 6400	FRP	PLASTIC PANELING
	FRP-1	MARLITE, STANDARD FRP, LIGHT GRAY - P151
09 5113	ACT	ACOUSTICAL PANEL CEILINGS
	ACT-1	ARMSTRONG DUNE, 24"X24"X5/8", 1775, SUSPENSION: ARMSTRONG, SUPRAFINE
	ACT-2	ARMSTRONG KITCHEN ZONE, 24"X24"X5/8", 673, SUSPENSION: ARMSTRONG, PRELUDE
09 6513	RB, TS	RESILIENT BASE AND ACCESSORIES
	RB-1	ROPPE, BLACK BROWN
	TS-1	RESILIENT FLOORING TO CARPET
	TS-2	SEALED CONCRETE TO RESILIENT FLOORING
09 6516	RSF	RESILIENT SHEET FLOORING
	RSF-1	PATCRAFT, HOLISTIC THRIVE 1691V, STIR 00114 INSTALLED: HEAT WELD TO MATCH FLOORING AS RECOMMENDED BY MANUFACTURER
09 6813	CPT	TILE CARPETING
	CPT-1	PATCRAFT, WALK RIGHT IN II 10304, CHARCOAL 00590 INSTALLED: ASHLAR RUNNING EAST TO WEST
	CPT-2	PATCRAFT, INSTINCT 10501, STONE HEARTH 00550 INSTALLED: ASHLAR RUNNING EAST TO WEST
09 9100	PNT	INTERIOR/EXTERIOR PAINTING
	P-1	SHERWIN WILLIAMS, GOSSAMAR VEIL SW 9165
	P-3	SHERWIN WILLIAMS, CEILING BRIGHT WHITE SW 7007 FLAT- CEILING PAINT
	P-4	SHERWIN WILLIAMS, CEILING BRIGHT WHITE, SW 7007 DRYFALL PAINT
	P-5	SHERWIN WILLIAMS, IRON ORE SW 7069 METAL PAINT
10 2113.19	PTC	PLASTIC TOILET COMPARTMENTS
	PTC-1	SCRANTON PRODUCTS, HINEY HIDER
10 2600	CG	WALL AND DOOR PROTECTION
	CG-1	INPRO, SURFACE MOUNT STAINLESS STEEL CORNER GUARD
12 2413	WT	ROLLER WINDOW SHADES
	WT-1	MECHOSHADE, MECO/5, THERMOVEIL 0900, BEIGE 907
12 3623.13	PL	PLASTIC LAMINATE CLAD COUNTERTOPS
	PL-1	WILSONART, NATURAL COTTON 4946-38
12 3661.16	SSF	SOLID SURFACING COUNTERTOPS
	SSF-1	CORIAN, LINEN

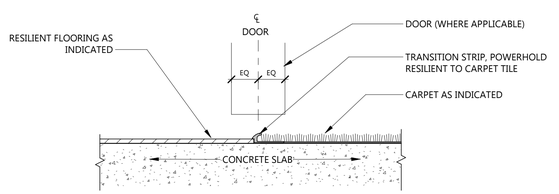
1



3 A921 INTEGRAL COVE BASE
NOT TO SCALE



2 A921 TS-2 SEALED CONCRETE TO RESILIENT FLOORING
NOT TO SCALE



1 A921 TS-1 RESILIENT FLOORING TO CARPET
NOT TO SCALE

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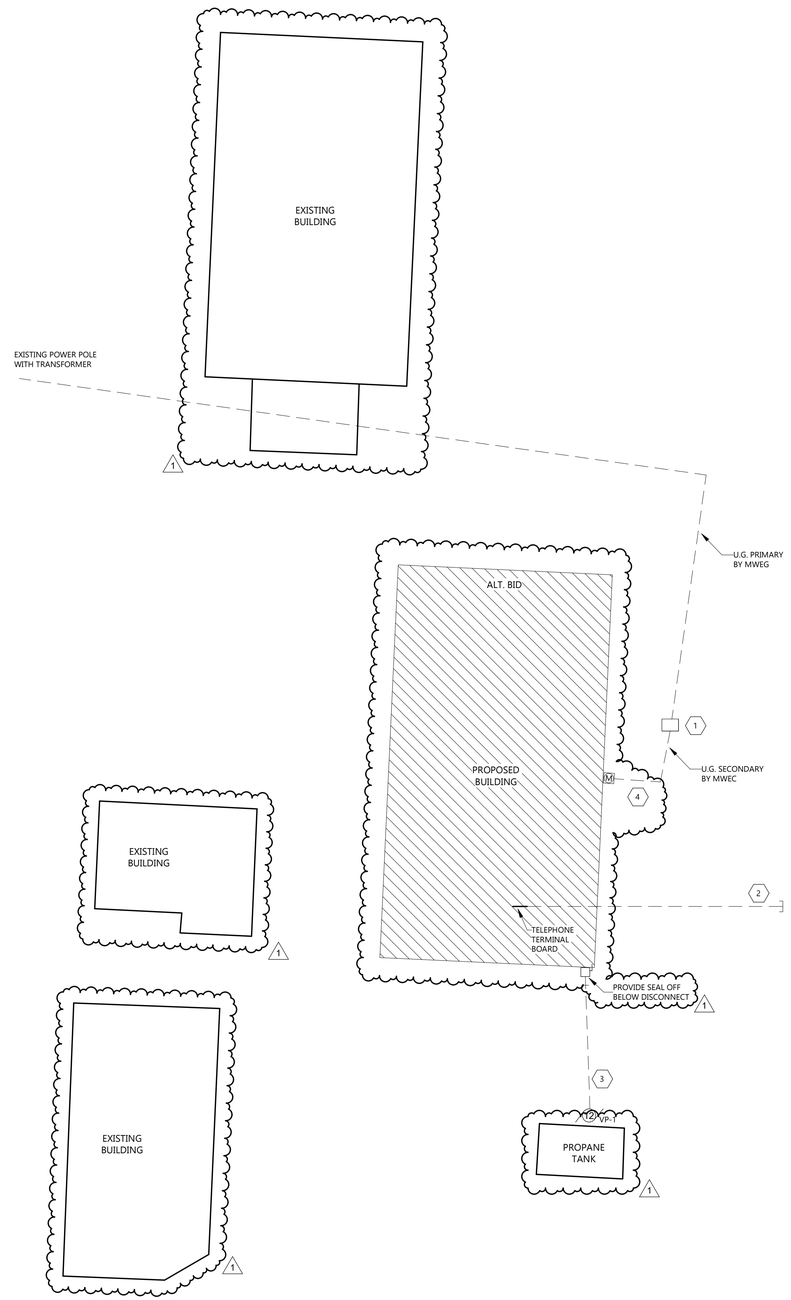
Signature: Burton C. Lounge
Date: 11/02/2026 REG. NO.: 1132

DRAWING TITLE
INTERIOR FINISH DETAILS & MATERIAL IDENTIFICATION CODES

A921

Revit Version: 2025
Plot Date: 11/12/2026 9:58:49 AM



1 E100 ELECTRICAL SITE PLAN

1" = 20'-0"

GENERAL NOTES

UTILITY COORDINATION NOTES:

CONTACT TANNER BURNETT @MWEC.
TELEPHONE: 701-774-7124
EMAIL: TANNERB@MWEC.COM

KEYNOTE LEGEND:

< < < INDICATES KEYNOTE ON PLAN

1. UTILITY TRANSFORMER AND ASSOCIATED PAD BY MWEC.
2. STUB 2" C OUT FROM TELEPHONE TERMINAL BOARD.
3. THE AREA WITHIN 10 FEET OF THE PROPANE TANK IS A CLASS I, DIVISION 2 LOCATION. VERIFY WIRING REQUIREMENTS WITH AHJ.
4. PROVIDE (1) 4" SCHEDULE 80 PVC STUBBED 12" INTO GROUND FOR INCOMING WIRING. SERVICE CABLE SHALL BE INSTALLED BY MWEC TO METER. SEE 2/E801 FOR ADDITIONAL INFORMATION.

1

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LICENSED PROFESSIONAL ENGINEER
BRIAN J. WENDLANDT
PE-27191
DATE 11/12/2026
NORTH DAKOTA

DRAWING TITLE
ELECTRICAL SITE PLAN

E100

Revit Version: 2026
Plot Date: 11/12/2026 8:58:39 AM

FLOOR BOX SCHEDULE

TYPE	MANUFACTURER	CATALOG NUMBER	SHAPE	SIZE	POWER	COMMUNICATIONS	A/V	NOTES
A	WIREMOLD	RFB-SERIES	RECTANGLE	4 GANG	TWO (2) DUPLEX RECEPTACLES	ONE (1) DATA WITH 2 KEYSTONE JACKS		1,2

NOTES:
1. WIRE FLOOR BOX PER MANUFACTURERS INSTRUCTIONS
2. COLOR SELECTED BY ARCHITECT

ELECTRIC HEAT SCHEDULE

SYMBOL	LENGTH	TOTAL WATTS	VOLTAGE & PHASE	MOUNTING	MANUFACTURER	CATALOG NO.	CONTROL	REMARKS
WI 2.0	10"	2KW	240/1P	WALL	BERKO	SRA2024DSF	BUILT IN	
BB 6	6'	1.5KW	240/1P	WALL	BERKO	BKOC2546W	REMOTE START	1
U4 2.5		2.5KW	240/1P	CEILING	BERKO	HUH524TA	BUILT IN	

NOTES:
1. PROVIDE #TL823041003/0 REMOTE START.
2.

1

GENERAL NOTES

A. ALL RECEPTACLES IN PUBLIC SPACES SHALL BE TAMPER PROOF.

B. LABEL ALL JUNCTION BOXES ABOVE ACCESSIBLE CEILING WITH INDELIBLE INK TO INDICATE PANEL AND CIRCUIT.

C. LABEL ALL HOMERUNS WITH INDELIBLE INK TO INDICATE PANEL AND CIRCUIT.

D. PROVIDE APPROVED FIRE PROOFING MATERIALS / METHODS FOR CABLE PASSING THROUGH FIRE WALLS AND FLOORS.

E. LABEL ALL DEVICES, INCLUDING SWITCHES, TO INDICATE PANEL AND CIRCUIT. USE ADHESIVE MYLAR TAPE.

F. PROVIDE #10 CONDUCTORS THROUGHOUT ALL 120V, 20A BRANCH CIRCUIT OF 100'-0" OR GREATER IN LENGTH.

G. PROVIDE ALL DEVICES AND ASSOCIATED WIRING AS SHOWN.

H. ALL CONDUIT, WIRE, AND BOXES SHALL BE CONCEALED UNLESS NOTED OTHERWISE.

I. GFCI RECEPTACLES SHALL ONLY PROTECT THE INDIVIDUAL DEVICE.

J. MULTI-BRANCH CIRCUITING SHALL NOT BE ALLOWED UNLESS NOTED OTHERWISE. PROVIDE A SEPARATE NEUTRAL FOR EACH CIRCUIT.

K. SEE ARCHITECTURAL DRAWINGS FOR ALL MOUNTING HEIGHTS AND LOCATIONS.

L. ALL CONDUIT SHALL BE 3/4" MINIMUM.

M. MC CABLE SHALL NOT BE USED IN CONCEALED AREAS.

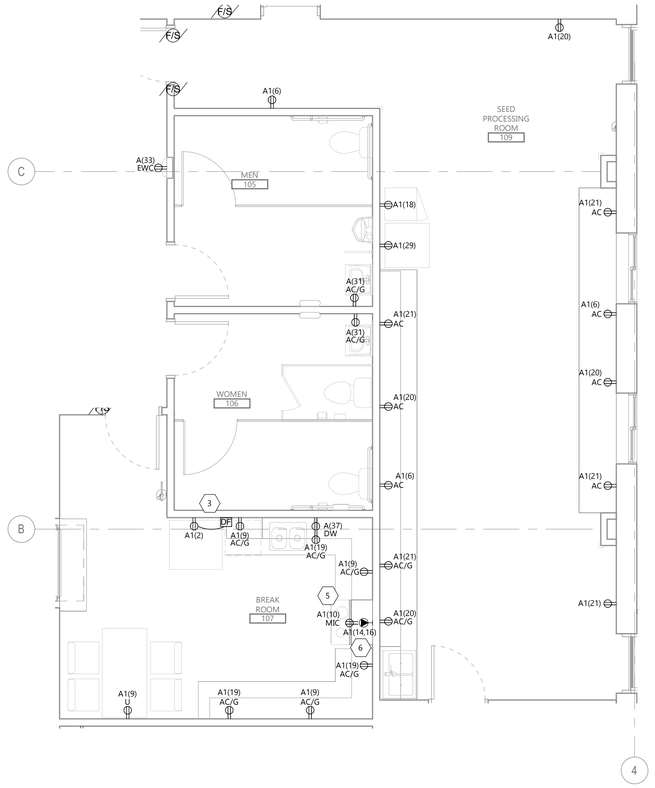
N. ALL RECEPTACLES & SWITCHES SHALL BE LABELED WITH PANEL & CIRCUIT NUMBER ON COVER PLATE WITH PRINTED 1/4" BLACK TEXT ON CLEAR LABEL.

O. ALL WORK & MATERIAL SHALL CONFORM TO THE NDSU FACILITIES MANAGEMENT DESIGN GUIDELINES.

KEYNOTE LEGEND:

< < < INDICATES KEYNOTE ON PLAN

1. SEE DETAIL 5/E803 FOR INSTALLATION REQUIREMENTS.
2. CONNECT 240V, SINGLE PHASE OH & PROVIDE SWITCH. WIRE SAFETY DEVICES. WIRE & INSTALL CONTROL STATION.
3. PROVIDE A DUPLEX RECEPTACLE MOUNTED 36" BEHIND REFRIGERATOR AND ONE DEAD FRONT GFCI DEVICE ABOVE COUNTER. WIRE REFRIGERATOR RECEPTACLE OUTLET TO LOAD SIDE OF DEAD FRONT GFCI DEVICE.
4. PROVIDE 120V CONNECTION TO FIRE ALARM CONTROL PANEL. COORDINATE EXACT LOCATION WITH MC PRIOR TO ROUGH-IN.
5. PROVIDE A DUPLEX RECEPTACLE MOUNTED ABOVE MICROWAVE IN MILWORK.
6. PROVIDE A 50AMP RANGE OUTLET. PROVIDE 3#6 + #10G IN 1 1/4" C.
7. PROVIDE AND INSTALL 50A, NEMA 6-50R WELDING RECEPTACLE. VERIFY EXACT REQUIREMENTS PRIOR TO INSTALLATION. USE 2#6 + 1#10G IN 1" C.
8. PROVIDE 120V CONNECTION TO CO/NO2 VENTILATION CONTROLLER. VERIFY EXACT REQUIREMENTS WITH MC PRIOR TO INSTALLATION.
9. PROVIDE 120V CONNECTION TO CO/NO2 ALARM BEACON FROM VENTILATION CONTROLLER. VERIFY EXACT REQUIREMENTS WITH MC PRIOR TO INSTALLATION.
10. PROVIDE 240/1 VOLT 20A RECEPTACLE FOR GRAIN DRYER. VERIFY SIZE & CONFIGURATION WITH OWNER PRIOR TO ROUGH-IN.
11. PROVIDE 120V CONNECTION TO MC. PROVIDED FIRE/SMOKE DAMPERS. VERIFY EXACT REQUIREMENTS WITH MC PRIOR TO INSTALLATION. PROVIDE SWITCH. POWER CIRCUIT FOR DAMPERS SHALL BE INTERLOCKED WITH FIRE ALARM SYSTEM. SEE E501.
12. DASHED LINES INDICATE TYP. IN FLOOR CONDUIT ROUTE.


F/S
A1(20)
A1(6)
SEED PROCESSING ROOM 109
MEN 105
WOMEN 106
BREAK ROOM 107
A(33) EWC
A(31) AC/G
A(37) DW
A1(2)
A1(9) AC/G
A1(10) MIC
A1(14,16)
A1(19) AC/G
A1(9) U
A1(18)
A1(29)
A1(21) AC
A1(6) AC
A1(20) AC
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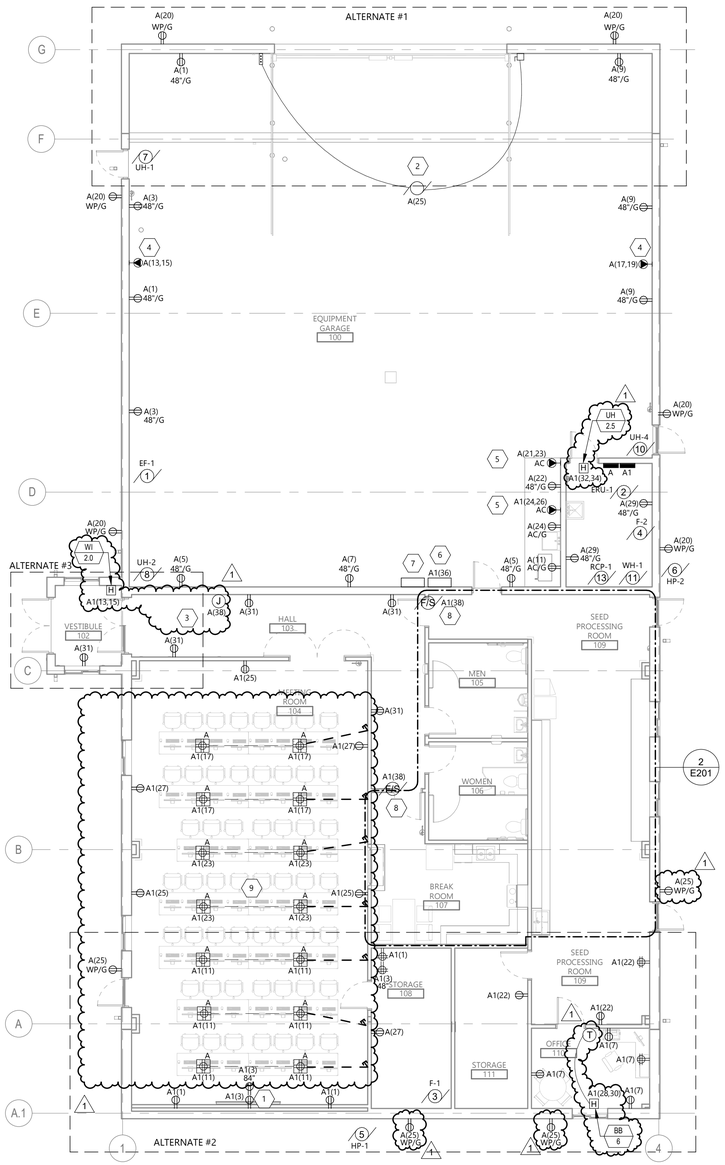

1 E202 FIRST FLOOR POWER PLAN - ALTERNATE

1/8" = 1'-0"

N

GENERAL NOTES

A. ALL RECEPTACLES IN PUBLIC SPACES SHALL BE TAMPER PROOF.

B. LABEL ALL JUNCTION BOXES ABOVE ACCESSIBLE CEILING WITH INDELIBLE INK TO INDICATE PANEL AND CIRCUIT.

C. LABEL ALL HOMERUNS WITH INDELIBLE INK TO INDICATE PANEL AND CIRCUIT.

D. PROVIDE APPROVED FIRE PROOFING MATERIALS / METHODS FOR CABLE PASSING THROUGH FIRE WALLS AND FLOORS.

E. LABEL ALL DEVICES, INCLUDING SWITCHES, TO INDICATE PANEL AND CIRCUIT. USE ADHESIVE MYLAR TAPE.

F. PROVIDE #10 CONDUCTORS THROUGHOUT ALL 120V, 20A BRANCH CIRCUIT OF 100'-0" OR GREATER IN LENGTH.

G. PROVIDE ALL DEVICES AND ASSOCIATED WIRING AS SHOWN.

H. ALL CONDUIT, WIRE, AND BOXES SHALL BE CONCEALED UNLESS NOTED OTHERWISE.

I. GFCI RECEPTACLES SHALL ONLY PROTECT THE INDIVIDUAL DEVICE.

J. MULTI-BRANCH CIRCUITING SHALL NOT BE ALLOWED UNLESS NOTED OTHERWISE. PROVIDE A SEPARATE NEUTRAL FOR EACH CIRCUIT.

K. SEE ARCHITECTURAL DRAWINGS FOR ALL MOUNTING HEIGHTS AND LOCATIONS.

L. ALL CONDUIT SHALL BE 3/4" MINIMUM.

M. MC CABLE SHALL NOT BE USED IN CONCEALED AREAS.

N. ALL RECEPTACLES & SWITCHES SHALL BE LABELED WITH PANEL & CIRCUIT NUMBER ON COVER PLATE WITH PRINTED 1/4" BLACK TEXT ON CLEAR LABEL.

O. ALL WORK & MATERIAL SHALL CONFORM TO THE NDSU FACILITIES MANAGEMENT DESIGN GUIDELINES.

KEYNOTE LEGEND:

< < < INDICATES KEYNOTE ON PLAN

1. SEE DETAIL 5/E803 FOR INSTALLATION REQUIREMENTS.
2. CONNECT 240V, OH DOOR & PROVIDE SWITCH. WIRE SAFETY DEVICES. WIRE & INSTALL CONTROL STATION.
3. PROVIDE 120V CONNECTION TO FIRE ALARM CONTROL PANEL. COORDINATE EXACT LOCATION WITH MC PRIOR TO ROUGH-IN.
4. PROVIDE AND INSTALL 50A, NEMA 6-50R WELDING RECEPTACLE. VERIFY EXACT REQUIREMENTS PRIOR TO INSTALLATION. USE 2#6 + 1#10G IN 1" C.
5. PROVIDE 240/1 VOLT 20A RECEPTACLE FOR GRAIN DRYER. VERIFY SIZE & CONFIGURATION WITH OWNER PRIOR TO ROUGH-IN.
6. PROVIDE 120V CONNECTION TO CO/NO2 VENTILATION CONTROLLER/ VERIFY EXACT REQUIREMENTS WITH MC PRIOR TO INSTALLATION.
7. PROVIDE 120V CONNECTION TO CO/NO2 ALARM BEACON FROM VENTILATION CONTROLLER. VERIFY EXACT REQUIREMENTS WITH MC PRIOR TO INSTALLATION.
8. PROVIDE 120 CONNECTION TO MC PROVIDED FIRE/SMOKE DAMPERS. VERIFY EXACT REQUIREMENTS WITH MC PRIOR TO INSTALLATION. CONNECTION TO (2) FIRE DAMPERS ONLY UNDER ALT BID 2. PROVIDE SWITCH. POWER CIRCUIT FOR DAMPERS SHALL BE INTERLOCKED WITH FIRE ALARM SYSTEM. SEE E501.
9. DASHED LINES INDICATE TYP. IN FLOOR CONDUIT ROUTE.

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NDSU AG SERVICE CENTER

PROJECT DESCRIPTION
NDSU IRRIGATION RESEARCH & TECHNOLOGY TRANSFER CENTER

CITY RAY
STATE NORTH DAKOTA

ISSUE DATES

MARK	DESCRIPTION	DATE
1	ADDENDUM #1	11/12/2026

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NORTH DAKOTA

DRAWING TITLE
FIRST FLOOR POWER PLAN - ALTERNATE

E202

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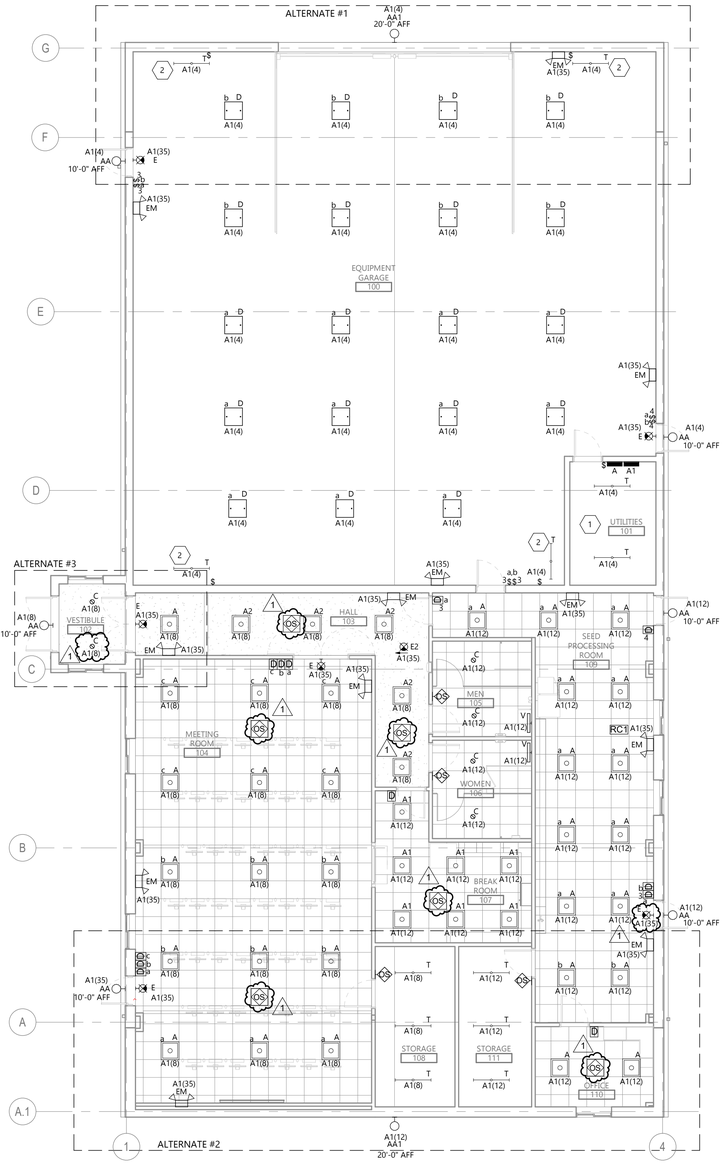
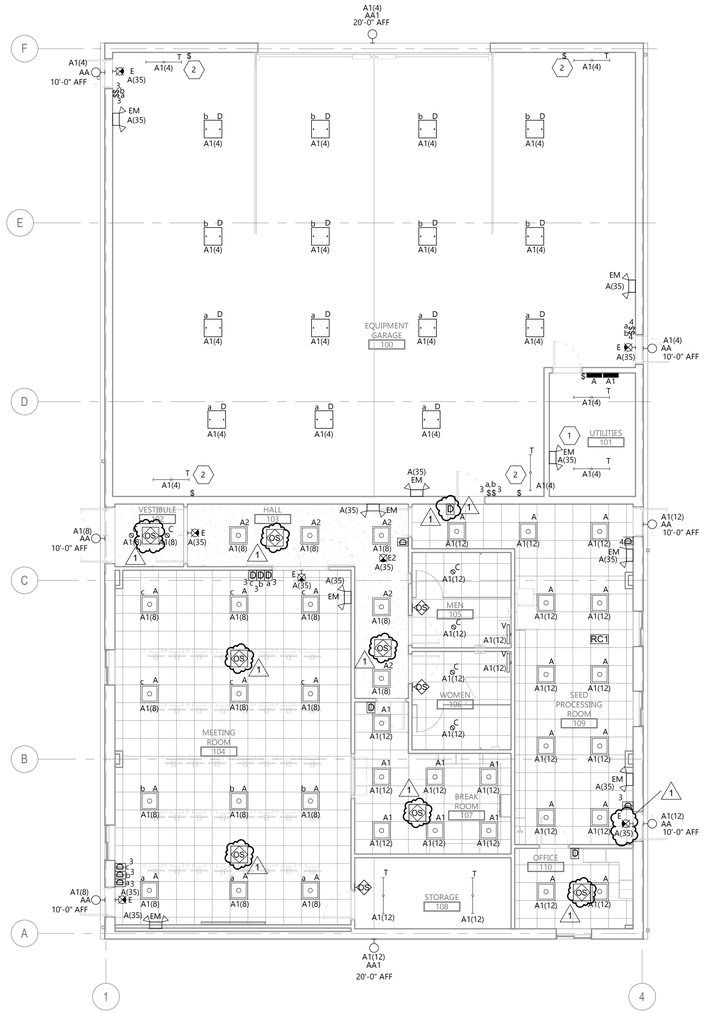


2 E301 FIRST FLOOR LIGHTING PLAN - ALTERNATE

1/8" = 1'-0"



1 E301 BASE BID FIRST FLOOR LIGHTING PLAN

1/8" = 1'-0"

GENERAL NOTES

A. LABEL ALL JUNCTION BOXES ABOVE ACCESSIBLE CEILING WITH INDELIBLE INK TO INDICATE PANEL AND CIRCUIT.

B. LABEL ALL HOME RUNS WITH INDELIBLE INK TO INDICATE PANEL AND CIRCUIT.

C. PROVIDE APPROVED FIRE PROOFING MATERIALS / METHODS FOR CABLE PASSING THROUGH FIRE WALLS AND FLOORS.

D. LABEL ALL DEVICES INCLUDING SWITCHES, TO INDICATE PANEL AND CIRCUIT. USE ADHESIVE MYLAR TYPE.

E. PROVIDE #10 CONDUCTORS THROUGHOUT ALL 120V, 20A BRANCH CIRCUIT OF 100'-0" OR GREATER IN LENGTH.

F. PROVIDE ALL DEVICES AND ASSOCIATED WIRING AS SHOWN.

G. OCCUPANCY SENSORS ARE SHOWN FOR INTENT PURPOSES ONLY. LOCATION, SPACING, AND QUANTITY WILL DEPEND ON SELECTED MANUFACTURER.

H. ALL CONDUIT SHALL BE 3/4" MINIMUM.

I. MC CABLE SHALL NOT BE USED IN CONCEALED AREAS.

J. ALL RECEPTACLES & SWITCHES SHALL BE LABELED WITH PANEL & CIRCUITS NUMBER ON COVER PLATE WITH PRINTED 1/4" BLACK TEXT ON CLEAR LABEL.

K. ALL WORK & MATERIAL SHALL CONFORM TO THE NDSU FACILITIES MANAGEMENT DESIGN GUIDELINES.

KEYNOTE LEGEND:

< < < INDICATES KEYNOTE ON PLAN

1. COORDINATE EXACT LUMINAIRE LOCATION WITH MECHANICAL EQUIPMENT THIS ROOM PRIOR TO ROUGH-IN.
2. PROVIDE DEDICATED SWITCH FOR ASSOCIATED WORK STATION LIGHT FIXTURE. COORDINATE EXACT LOCATION WITH OWNER PRIOR TO INSTALLATION. PROVIDE 3/4"H BY 3/4"W BY 1/8"THICK ROLLED STEEL ANGLE IRON FOR SUPPORT OF LIGHT FIXTURE AT 7'-6"AFF. ANGLE IRON CORNERS SHALL BE WELDED TOGETHER AND BOLTED TO STRUCTURE.

1

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DATE 11/12/2026
NORTH DAKOTA

DRAWING TITLE
FIRST FLOOR LIGHTING PLAN

E301

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GENERAL NOTES

A. PROVIDE APPROVED FIRE PROOFING MATERIALS / METHODS FOR CABLE PASSING THROUGH FIRE WALLS AND FLOORS.

B. DATA CABLE SHALL BE CAT6 PLENUM RATED UNLESS NOTED OTHERWISE. CABLE COLOR SHALL BE BLUE UNLESS NOTED OTHERWISE OR COLOR AS REQUIRED BY OWNER STANDARDS.

C. SEE FLOOR BOX SCHEDULES FOR ALL DEVICE INSTALLATION REQUIREMENTS.

D. ALL DATA AND PAGING SYSTEMS CABLING SHALL TERMINATE IN RACK LOCATED IN STORAGE 108.

E. PROVIDE 4" HILTI-PASS THRU FOR CABLE PASSING THROUGH FIRE WALLS AND FLOORS. SEE FIRE PROTECTION PLANS FOR LOCATION OF RATED WALLS. PENETRATIONS THROUGH FIRE RATED WALLS, PARTITIONS, FLOORS OR CEILING SHALL BE FIRE STOPPED USING APPROVED METHODS TO MAINTAIN THE FIRE-RESISTANCE RATING.

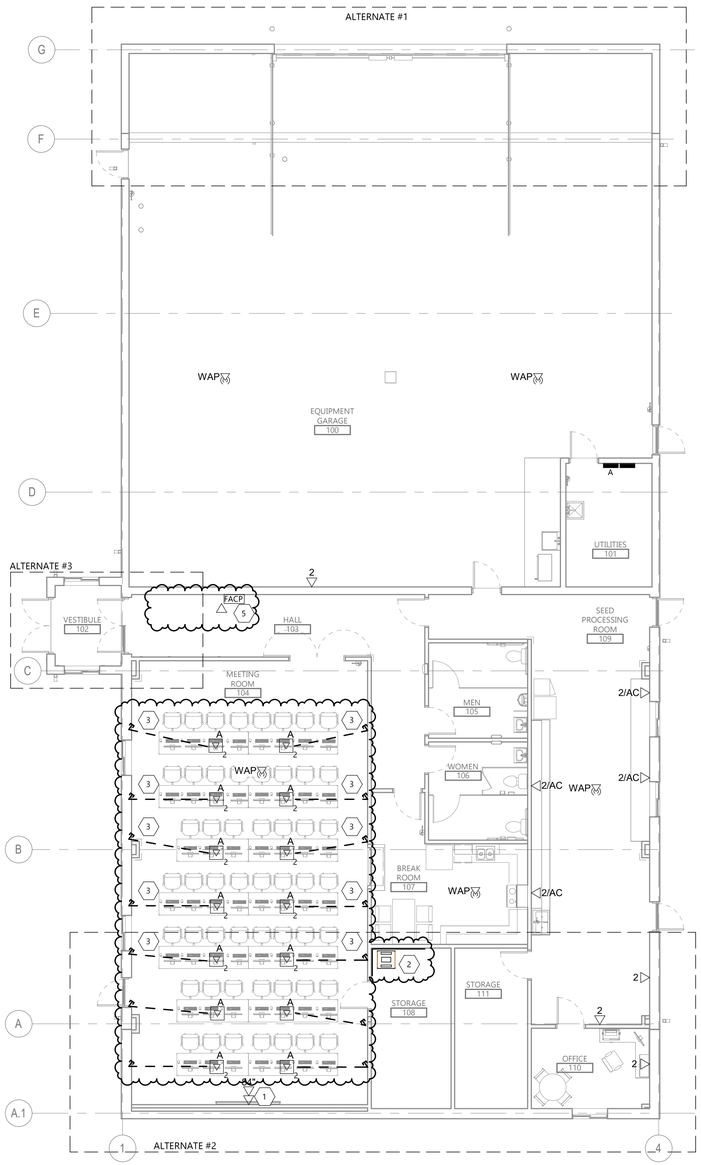
F. COORDINATE DATA / TELEPHONE AND RECEPTACLE OUTLET LOCATIONS WITH ALL OFFICE SYSTEMS FURNITURE PRIOR TO ROUGH-IN. VERIFY THAT ALL DEVICES WILL NOT INTERFERE WITH OFFICE SYSTEMS FURNITURE MOUNTING HARDWARE.

G. ALL WORK & MATERIAL SHALL CONFORM TO THE NDSU FACILITIES MANAGEMENT DESIGN GUIDELINES.

KEYNOTE LEGEND:

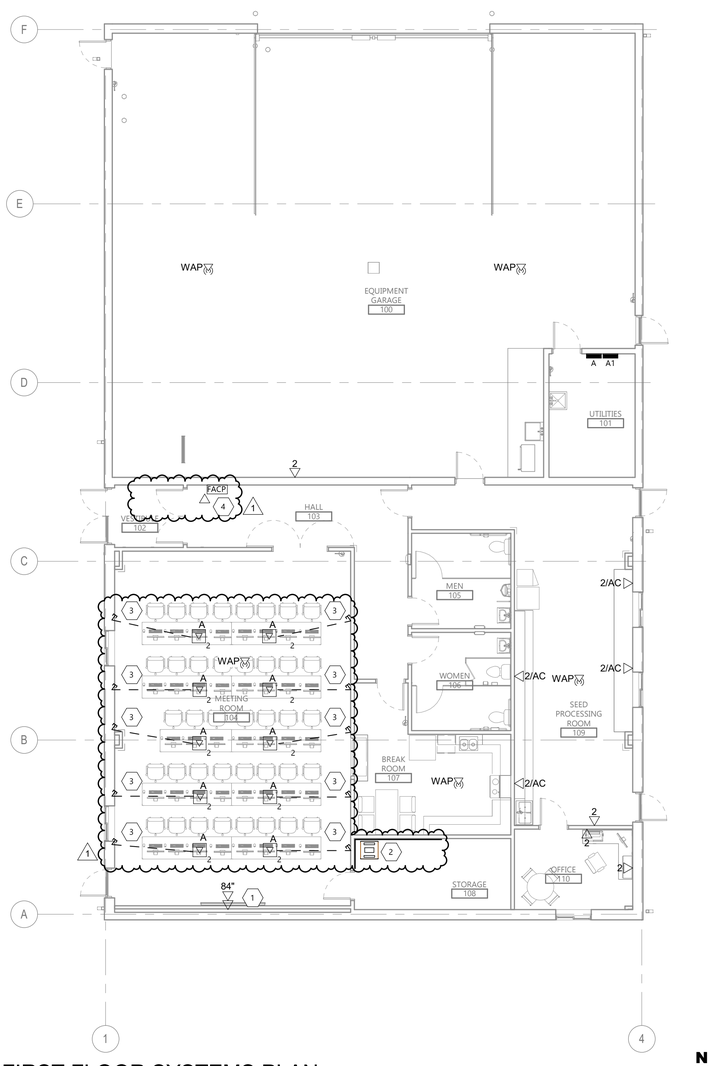
< < < INDICATES KEYNOTE ON PLAN

1. SEE DETAIL 5/E803 FOR INSTALLATION.
2. PROVIDE 4X8X3/4" PAINTED FIRE RETARDANT PLYWOOD TELEPHONE TERMINATE BOARD.
3. PROVIDE 1" C STUBBED OUT OF LOW VOLTAGE SIDE OF FLOOR BOX & INTO ACCESSIBLE CEILING SPACE FOR FUTURE WIRING BY OWNER.
4. PROVIDE (1) CAT 6 CABLE TO DATA RACK IN RM 10.



2 E401 FIRST FLOOR SYSTEMS PLAN - ALTERNATE

1/8" = 1'-0"



1 E401 FIRST FLOOR SYSTEMS PLAN

1/8" = 1'-0"

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FIRST FLOOR SYSTEMS PLAN

E401

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GENERAL NOTES

A. SEAL ALL NEW ELECTRICAL PENETRATIONS THROUGH RATED WALL AND CEILING WITH FIRE CAULKING TO MAINTAIN RATING.

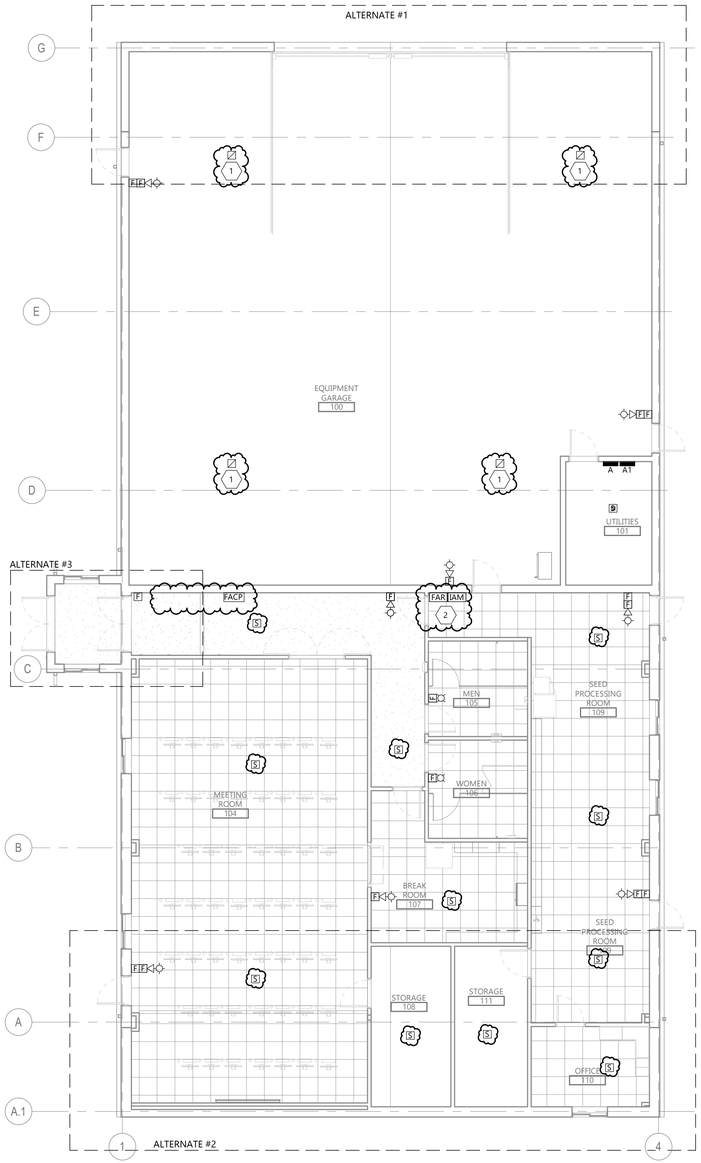
B. ALL WORK & MATERIAL SHALL CONFORM TO THE NDSU FACILITIES MANAGEMENT DESIGN GUIDELINES.

KEYNOTE LEGEND:

⬡ < < < INDICATES KEYNOTE ON PLAN

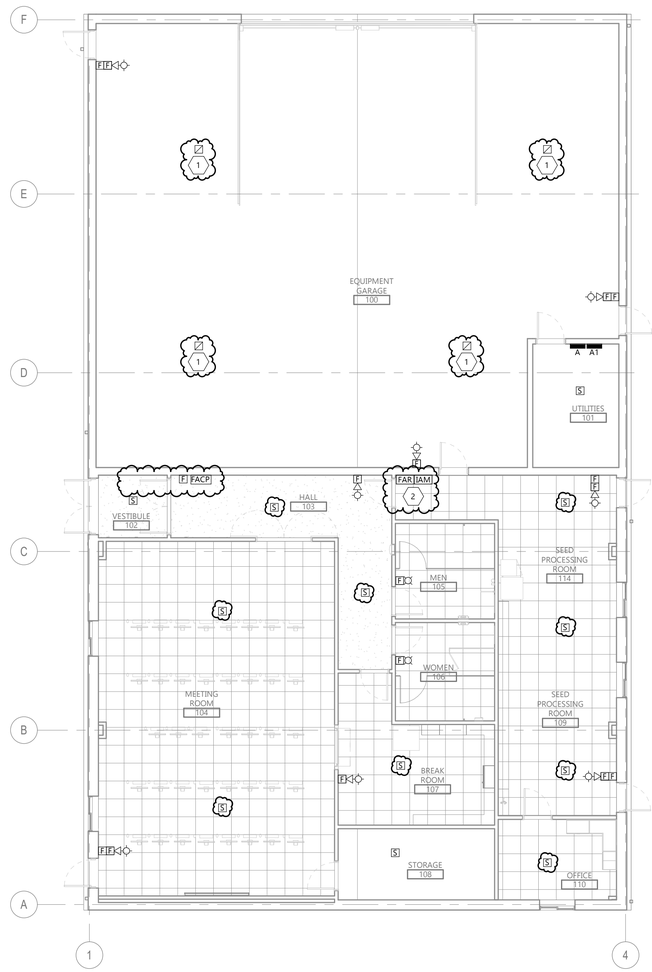
1. USE FIXED TEMP-HEAT DETECTORS.
2. PROVIDE FIRE ALARM INTERFACE DEVICES TO CONTROL SMOKE DAMPER CIRCUIT AND FIRE ALARM PANEL.

△1



2 E501 FIRST FLOOR FIRE ALARM PLAN - ALTERNATE

1/8" = 1'-0"



1 E501 FIRST FLOOR FIRE ALARM PLAN

1/8" = 1'-0"

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DRAWING TITLE
FIRST FLOOR FIRE ALARM PLAN

E501

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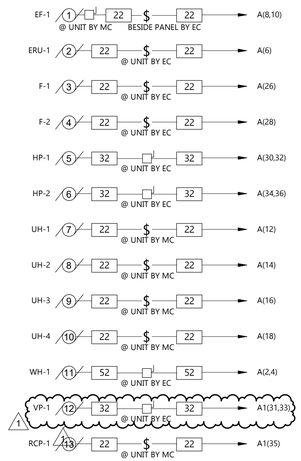
FEEDER SCHEDULE COPPER

AMPACITY	FEEDER TAG	CONDUIT & THHN WIRE 75°C
20	22	3/4" C - 2 #12 & 1 #12 GND
30	32	3/4" C - 2 #10 & 1 #10 GND
50	52	1" C - 2 #6 & 1 #10 GND
399	403S	4" C - 3 #500KCMIL
400	403	(2) 2 1/2" C – 3 #3/0 & 1 #3 GND



1 E801 **MOTOR RISER**

NOT TO SCALE

MOTOR AND EQUIPMENT SCHEDULE

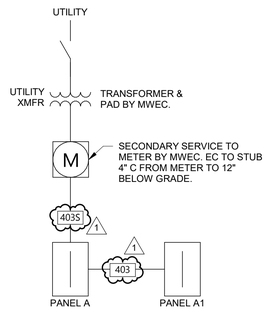
LEGEND:

CM - COMBINATION
CB - CIRCUIT BREAKER
EC - ELECTRICAL CONTRACTOR
EX - EXISTING
F - FUSED
M2 - MAGNETIC TWO SPEED
M - MAGNETIC
MC - MECHANICAL CONTRACTOR
MM - MANUAL
NA - NOT APPLICABLE
NF - NON FUSED
OW - OWNER
TC - TEMPERATURE CONTRACTOR
RF - ROOF
RM - ROOM
RPB - REMOTE PUSHBUTTON
SC - SELF CONTAINED
VC - VENTILATION CONTRACTOR
WP - WEATHERPROOFED

DESCRIPTION	MOTOR #	FURN BY	LOCATION ROOM #	HP	KW	MCA	FLA	MOP	VOLTAGE	PH (Ø)	STARTER			CONTROL		POWER WIRING	INTERLOCKS		DISCONNECT			NOTES
											TYPE	SIZE	BY	BY	WIRING		BY	TO	BY	SIZE/TYPE	NEMA	
EF-1	1	MC	SHOP	3/4				4 20	240 V	1	MM		EC	MC	MC	EC			MC			
ERU-1	2	MC	UTILITIES			14.6		20	120 V	1				MC	MC	EC			EC	TOGGLE		
F-1	3	MC	STORAGE					15	120 V	1				MC	MC	EC			EC			
F-2	4	MC	UTILITIES					15	120 V	1				MC	MC	EC			EC			
HP-1	5	MC	OUTSIDE			20		30	240 V	1				MC	MC	EC			EC	30/2 NF	3	
HP-2	6	MC	OUTSIDE			20		30	240 V	1				MC	MC	EC			EC	30/2 NF	3	
UH-1	7	MC	SHOP	1/20			5.6	15	120 V	1				MC	MC	EC			MC			
UH-2	8	MC	SHOP	1/30			4.3	15	120 V	1				MC	MC	EC			MC			
UH-3	9	MC	SHOP	1/20			5.6	15	120 V	1				MC	MC	EC			MC			1
UH-4	10	MC	SHOP	1/6			3.8	15	120 V	1				MC	MC	EC			MC			1
WH-1	11	MC	UTILITIES		12.3			50	240 V	1				MC	MC	EC			EC	50/2 NF	1	
VP-1	12	MC	OUTSIDE		4.8		19.8	30	240 V	1				MC	MC	EC			EC	30/2 NF	3	2
RCP-1	13	MC	UTILITIES	1/6			3.8	15	120 V	1				MC	MC	EC			MC			1 3

NOTES:

1. ADD UH-4 UNDER BID ALTERNATE #1 ONLY. REMOVE UH-3 UNDER BID ALTERNATE #1.
2. WIRE FOR HAZARDOUS AREA.
3. NOTE



2 E801 **ONE-LINE DIAGRAM**

NOT TO SCALE

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NORTH DAKOTA

DRAWING TITLE
MOTOR & EQUIPMENT SCHEDULE & RISER

E801

Revit Version: 2026
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LIGHTING CONTROL SCHEDULE

SYMBOL	MANUFACTURER	CATALOG NAME	MOUNTING			VOLTAGE		TYPE			NOTES	DESCRIPTION
			WALL	CLING	ABV. CLG	LINE	LOW	OCCUPANCY	VACANCY	OTHER		
OS	SENSOR SWITCH	CM PDT 9/10 R D		X			X	X			5	CEILING MOUNTED SENSOR, DUAL TECHNOLOGY, SMALL OR LARGE MOTION TO BE DETERMINED BY MANUFACTURER, LOW VOLTAGE RELAY, DIMMING OPTION
OS	SENSOR SWITCH	WSX PDT	X			X		X				WALL MOUNTED DUAL TECHNOLOGY OCCUPANCY SENSOR WITH ON/OFF SWITCH
	NLIGHT	NPODMA DX	X				X					DIMMER SWITCH SHALL BE MINIMUM ON/OFF BUTTON WITH SEPERATE BUTTONS FOR DIMMING UP AND DIMMING DOWN UNLESS NOTED OTHERWISE ON DRAWINGS. CAT 6 CONNECTION BETWEEN DEVICE AND POWER PACK
$	LUTRON OR EQUAL	20A TOGGLE SWITCH	X								3	120/277V 20A TOGGLE SWITCH. MULTI-WAY SWITCHING TO BE DETERMINED BY THE ELECTRICAL CONTRACTOR FOR SPACE REQUIREMENTS.

GENERAL NOTES:

A. ALL SENSORS ARE SHOWN FOR CONTROL PURPOSE ONLY; ADDITIONAL DEVICE/POWER MAY BE REQUIRED FOR A COMPLEX SYSTEM. VERIFY REQUIRED DEVICES WITH SYSTEM PROVIDER AND INSTALL COMPLETE SYSTEM.

B. WIRE LIGHTING CONTROL COMPONENTS PER MANUFACTURERS INSTRUCTIONS.

C. APPROVED MANUFACTURERS: COOPER WAVELINX & ACUITY BRANDS.

D. SEE SPECICICATION SECTION 262726 OR ON DRAWINGS SPECIFICATIONS FOR FACEPLATE AND DEVICE COLOR.

NOTES:

1. NUMBER REPRESENTS QUANTITY OF RELAYS PER DEVICE. SEE LIGHTING SHEETS FOR NUMBER OF RELAYS AND CONTROL ZONES. MULTI-RELAY ROOM CONTROLLERS MAY BE USED IN LIEU OF SINGLE RELAY ROOM CONTROLLERS.
2. SEE SWITCH DETAILS FOR MORE INFORMATION ON SPECIFIC TIMECLOCK SWITCHES/DIMMERS BUTTON LAYOUT AND ENGRAVING.
3. FOR USE AT BACK OF HOUSE, UNFINISHED SPACES, AND 120V 20A MOTOR DISCONNECTS SHALL BE STANDARD TOGGLE SWITCHES, SEE SPECIFICATION SECTION 262726 OR ON DRAWINGS SPECICICATION FOR ADDITIONAL INFORMATION.
4. A LINE VOLTAGE DIMMER SHALL ONLY BE USED IN RESIDENTAL INSTALLATIONS OR WHERE THE LUMINAIRE SUPPORTS ONLY LINE VOLTAGE DIMMING.
5. MANUFACTURER SHALL DETERMINE IF SENSOR SHALL COME WITH INTEGRAL PHOTOCELL IN LIEU OF STAND ALONG DEVICE AS NEEDED FOR DEVICE.

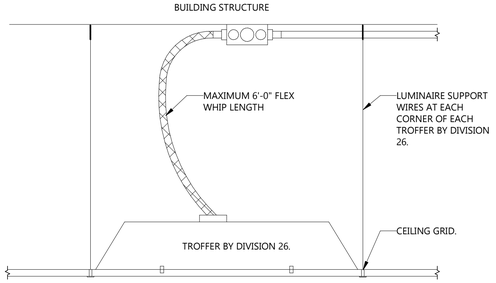
LUMINAIRE SCHEDULE

TYPE	MANUFACTURER	CATALOG NUMBER	LAMP	MOUNTING	LOCATION	VOLTAGE	CCT	LUMENS	WATTS	NOTES	DESCRIPTION
A	LITHONIA	CPX 2X2 AL07 80CRI SWW7 SWL MVOLT	LED	RECESSED	CEILING	MVOLT	3500	4000	33		2X2 FLAT PANEL, LAY IN
A1	LITHONIA	CPX 2X2 AL07 80 CRI SWW7 SWL MVOLT	LED	RECESSED	CEILING	MVOLT	3500	2000	21		2X2 FLAT PANEL, LAY IN
A2	LITHONIA	CPX 2X2 AL07 80 CRI SWW7 SWL MVOLT, 2X2SMKSH	LED	SURFACE	CEILING	MVOLT	3500	3000	31	2	2X2 FLAT PANEL, SURFACE
C	LITHONIA	LDN6 35/15 LO LSS MVOLT	LED	RECESSED	CEILING	MVOLT	3500	1500	17		
D	LITHONIA	IBG 1500LM SEF AFL GND MVOLT GZ10 50K 80CRI DWH	LED	SUSPENDED	CEILING	MVOLT	5000	15000	95	1	HIGH BAY
E	LITHONIA	LOC-1R	LED	SURFACE	WALL/CEILING	MVOLT					EXIT SIGN, SINGLE FACED
EM	LITHONIA	ELM-LED	LED	SURFACE	WALL	MVOLT					BATTERY PACK
T	LITHONIA	ZL1F L48 4500LM MDD MVOLT 50K 90CRI	LED	SUSPENDED	CEILLING	MVOLT	4000	5381	39		STRIP LIGHT
V	LITHONIA	FMVTRL-24IN-MVOLT-35K-90CRI-BN	LED	SURFACE	WALL	120	3500	1300	17		VERIFY MOUNT ABOVE MIRROR
AA	LITHONIA	WDGE2 LED-P3-50K-80CRI-MVOLT-PE-PIR	LED	SURFACE	WALL	MVOLT	5000	3166	32		WALL PACK, VERIFY MOUNTED HEIGHT WITH ARCH
AA1	LITHONIA	WEDGE2 LED-P4-50K-80CRI-MVOLT-PE-PIR	LED	SURFACE	WALL	MVOLT	5000	4202	47		WALL PACK, VERIFY MOUNTED HEIGHT WITH ARCH

NOTES:

1. CHAIN SUSPENDED TO 20'-0", PROVIDE SAFETY CHAIN.
2. PROVIDE SURFACE MOUNTING KIT.

1

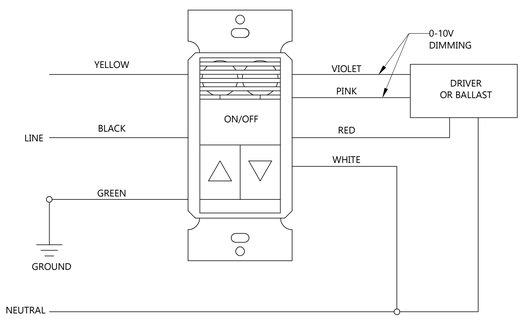


NOTE:

1. DO NOT LOOP FLEX WHIPS FIXTURE-TO- FIXTURE. PROVIDE JUNCTION BOX AS SHOWN.
2. FLEX WHIP SHALL NOT REST ON CEILING GRID. PROVIDE ADDITIONAL SUPPORTS AS NEEDED.

2 / E802 TROFFER INSTALLATION DETAIL

NOT TO SCALE



NOTE: REQUIRES CLASS 1 WIRING FOR 0-10V DIMMING

1 / E802 DUAL TECH SENSOR SWITCH OD WIRING DETAIL

NOT TO SCALE

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CONSULTANTS

CLIENT
NDSU AG SERVICE CENTER

PROJECT DESCRIPTION
NDSU IRRIGATION RESEARCH & TECHNOLOGY TRANSFER CENTER

CITY RAY
STATE NORTH DAKOTA

ISSUE DATES

MARK	DESCRIPTION	DATE
1	ADDENDUM #1	11/12/2026
CD	CONSTRUCTION DOCUMENTS	11/02/2026

PROJECT NO: 20236271
DRAWN BY: HN
CHECKED BY: JR/LS

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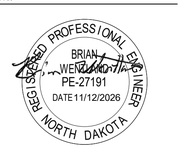

DRAWING TITLE
LIGHTING SCHEDULES & DETAILS

E802

Revit Version: 2026
Revit Date: 11/2/2026 8:59:30 AM

NEW PANEL: A1

LOCATION: UTILITIES 101
SUPPLY FROM: A
MOUNTING: Surface
ENCLOSURE:

VOLTS: 120/240 Single
PHASING: 1
WIRES: 3

A.I.C. RATING: 10K AIC
CALCULATED A.I.C.:
MAINS TYPE: MLO
MAINS RATING: 400 A
BUS RATING: 400 A
1

CKT	CIRCUIT DESCRIPTION	CODES	TRIP	POLES	A		B		POLES	TRIP	CODES	CIRCUIT DESCRIPTION	CKT
1	DATA RECEPT		20 A	1	360 VA	1000 VA			1	20 A		FRIDGE RECEPT RM 107	2
3	DATA RECEPT		20 A	1			360 VA	808 VA	1	20 A		SHOP LIGHTING	4
5	SPARE		20 A	1	0 VA	540 VA			1	20 A		RECEPTS RM 109	6
7	RECEPTS OFFICE		20 A	1			900 VA	1355 VA	1	20 A		LIGHTING	8
9	RECEPTS RM 107		20 A	1	720 VA	1000 VA			1	20 A		MIRCOWAVE RECEPTS	10
11	RECEPTS RM 104		20 A	1			1080 VA	1637 VA	1	20 A		LIGHTING	12
13	ELECTRIC HEATER		20 A	2	1000 VA	2500 VA			2	50 A	13	RANGE RECEPT	14
15							1000 VA	2500 VA					16
17	RECEPTS RM 104		20 A	1	720 VA	1000 VA			1	20 A		FRIDGE RECEPT RM 109	18
19	RECEPTS RM 5		20 A	1			540 VA	720 VA	1	20 A		RECEPTS RM 109	20
21	RECEPTS RM 109		20 A	1	900 VA	900 VA			1	20 A		RECEPTS RM 110	22
23	RECEPTS RM 104		20 A	1			720 VA	0 VA	2	20 A	13	GRAIN DRYER RECEPT	24
25	RECEPTS RM 104		20 A	1	900 VA	0 VA							26
27	RECEPTS RM 104		20 A	1			900 VA	750 VA	2	20 A		OFFICE UNIT HEATER	28
29	FRIDGE RECEPT RM 109		20 A	1	1000 VA	750 VA							30
31	VP-1 (M#12)		30 A	2			2400 VA	1500 VA	2	20 A		UTILITIES UNIT HEATER	32
33					2400 VA	1500 VA							34
35	RCP (M#13)		20 A	1			456 VA	100 VA	1	20 A		CO/NO2 CONTROLLER	36
37	SPARE		20 A	1	0 VA	100 VA			1	20 A		SMOKE DAMPERS	38
39	SPARE		20 A	1			0 VA	0 VA	1	20 A		SPARE	40
41	SPARE		20 A	1	0 VA	0 VA			1	20 A		SPARE	42
					CONNECTED LOAD:	17290 VA		17726 VA					
					EXISTING LOAD:	0 VA		0 VA					
					TOTAL LOAD:	17290 VA		17726 VA	**HIGH PHASE**				
					FEED THRU AMPS:	0 A		0 A	17726 VA				
					TOTAL AMPS:	144 A		148 A					

CODES:

1	SEE DRAWINGS FOR CONDUIT & CONDUCTORS	6	EXISTING BREAKER ON, VERIFY SPARE	11	LSI TRIP UNIT
2	EXISTING BREAKER AND LOAD TO REMAIN	7	NEW BREAKER AND LOAD	12	PROVIDE LOCK ON DEVICE
3	EXISTING BREAKER AND NEW LOAD	8	GFCI BREAKER	13	AFCI BREAKER
4	EXISTING BREAKER TO BECOME SPARE	9	DEDICATED BREAKER		
5	EXISTING BREAKER OFF, VERIFY SPARE	10	HANDLE TIED BREAKER		

LOAD CLASSIFICATION	CONNECTED LOAD	DEMAND FACTOR	ESTIMATED DEMAND	PANEL TOTALS	
Heating	6500 VA	100.00%	6500 VA		
Lighting	3800 VA	125.00%	4750 VA	**TOTAL CONN. LOAD:**	35016 VA
Motor	5356 VA	100.00%	5356 VA	**TOTAL EST. DEMAND:**	34196 VA
Power	5820 VA	100.00%	5820 VA	**TOTAL CONN.:**	146 A
Receptacle	13540 VA	86.93%	11770 VA	**TOTAL EST. DEMAND:**	142 A

NOTES:

NEW PANEL: A

LOCATION: UTILITIES 101
SUPPLY FROM: UTILITY TRANSFORMER
MOUNTING: SURFACE
ENCLOSURE:

VOLTS: 120/240 Single
PHASING: 1
WIRES: 3

A.I.C. RATING: 10 KAIC
CALCULATED A.I.C.:
MAINS TYPE: MLO
MAINS RATING: 400 A
BUS RATING: 400 A
1

CKT	CIRCUIT DESCRIPTION	CODES	TRIP	POLES	A		B		POLES	TRIP	CODES	CIRCUIT DESCRIPTION	CKT
1	RECEPTS RM 100		20 A	1	360 VA	6150 VA							
3	RECEPTS RM 100		20 A	1			360 VA	6150 VA	2	70 A		WATER HEATER (M#11)	4
5	RECEPTS RM 100		20 A	1	360 VA	1402 VA			1	20 A		ERU-1 (M#2)	6
7	RECEPTS RM 100		20 A	1			180 VA	960 VA	2	20 A		EF-1 (M#1)	8
9	RECEPTS RM 100		20 A	1	540 VA	960 VA							10
11	GRAIN SEPARATOR RECEPT		20 A	1			180 VA	672 VA	1	15 A		UH-1 (M#7)	12
13	WELDING RECEPT	13	50 A	2	4500 VA	516 VA			1	15 A		UH-2 (M#8)	14
15							4500 VA	672 VA	1	15 A		UH-3 (M#9)	16
17	WELDING RECEPT	13	50 A	2	4500 VA	456 VA			1	15 A		UH-4 (M#10)	18
19							4500 VA	1080 VA	1	20 A		EXTERIOR RECEPTS NORTH	20
21	GRAIN DRYER	13	50 A	2	4500 VA	180 VA			1	20 A		GRAIN DRYER RECEPT	22
23							4500 VA	180 VA	1	20 A		GRAIN DRYER RECEPT	24
25	EXTERIOR RECEPTS SOUTH		20 A	1	720 VA	800 VA			1	20 A		F-1 (M#3)	26
27	OH DOOR		20 A	1			2000 VA	800 VA	1	20 A		F-2 (M#4)	28
29	RECEPTS RM 9		20 A	1	360 VA	1920 VA							30
31	RECEPTS RMS 103,105,106		20 A	1			1260 VA	1920 VA	2	20 A		HP-1 (M#5)	32
33	EWC RECEPT		20 A	1	180 VA	1920 VA							34
35	EMERG LIGHTING		20 A	1			125 VA	1920 VA	2	20 A		HP-2 (M#6)	36
37	DISHWASHER RECEPT	13	20 A	1	180 VA	500 VA			1	20 A		FIRE ALARM PANEL	38
39	SPARE		20 A	1			0 VA	0 VA	1	20 A		SPARE	40
41	SPARE		20 A	1	0 VA	0 VA			1	20 A		SPARE	42
					CONNECTED LOAD:	48294 VA		49685 VA					
					EXISTING LOAD:	0 VA		0 VA					
					TOTAL LOAD:	48294 VA		49685 VA	**HIGH PHASE**				
					FEED THRU AMPS:	144 A		148 A	49685 VA				
					TOTAL AMPS:	402 A		414 A					

CODES:

1	SEE DRAWINGS FOR CONDUIT & CONDUCTORS	6	EXISTING BREAKER ON, VERIFY SPARE	11	LSI TRIP UNIT
2	EXISTING BREAKER AND LOAD TO REMAIN	7	NEW BREAKER AND LOAD	12	PROVIDE LOCK ON DEVICE
3	EXISTING BREAKER AND NEW LOAD	8	GFCI BREAKER	13	AFCI BREAKER
4	EXISTING BREAKER TO BECOME SPARE	9	DEDICATED BREAKER		
5	EXISTING BREAKER OFF, VERIFY SPARE	10	HANDLE TIED BREAKER		

LOAD CLASSIFICATION	CONNECTED LOAD	DEMAND FACTOR	ESTIMATED DEMAND	PANEL TOTALS	
Heating	6500 VA	100.00%	6500 VA		
Lighting	3925 VA	125.00%	4906 VA	**TOTAL CONN. LOAD:**	97979 VA
Motor	34574 VA	100.00%	34574 VA	**TOTAL EST. DEMAND:**	94130 VA
Power	33320 VA	100.00%	33320 VA	**TOTAL CONN.:**	408 A
Receptacle	19660 VA	75.43%	14830 VA	**TOTAL EST. DEMAND:**	392 A

NOTES:
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REGISTERED PROFESSIONAL ENGINEER
BRIAN J. WENTZ
PE-27191
DATE 11/12/2026
NORTH DAKOTA

DRAWING TITLE
SCHEDULES

E901

Revit Version: 2026
Print Date: 11/12/2026 6:59:33 AM