SAN JUAN COUNTY
FIRESTATIONS
LEE ACRES
FIRE STATION #2

BID #17-18-03

SPECIFICATIONS

STATE OF NEW MEXICO
T.E.
HUMMELL
NO. 1424
REGISTERED ARCHITECT

Set No. ________

RODAHL & HUMMELL ARCHITECTURE, P.C.
609 NORTH DUSTIN
FARMINGTON, N.M.
(505)326-6442 (PHONE)
ACKNOWLEDGEMENT OF RECEIPT FORM

LEE ACRES FIRE STATION #2
BID 17-18-03
August 29, 2017
2:00 PM

BIDDER INFORMATION:

In acknowledgement of receipt of the above referenced Bid Packet, the undersigned agrees that he/she has received a complete copy. Only potential Bidders who elect to return this form will be added to the Plan Holder’s list and will receive copies of any future addendums to the Bid, if issued.

__________________________________________
BUSINESS NAME

__________________________________________
SIGNATURE OF AUTHORIZED REPRESENTATIVE

__________________________________________
PRINTED NAME OF AUTHORIZED REPRESENTATIVE

ADDRESS: ____________________________________________________________

CITY: ___________________________ STATE: _____ ZIP CODE: _____________

PHONE NO.: ______________________ FAX NO.: ______________________

E-MAIL: ____________________________________________________________

Please select which you would like to be listed as:

____ General Contractor    ____ Sub-Contractor    ____ Supplier    ____ Plan Room

RETURN TO:
Jaime Jones
Contract Analyst
SAN JUAN COUNTY
(505) 334-4548
FAX (505) 334-4561
jjones@sjcounty.net

Faxed copies of the Acknowledgement of Receipt form will be accepted.
Faxed Bid responses will not be accepted.
SECTION 00 0001

FORWARD

These Specifications are prepared on the Thirty-Three (33) Division Format of the Construction Specifications Institute.

This Format is designed to coordinate the Contractor's and the Architect/Engineer's filing, specifications and accounting system into a single unified system.

Within each Division, the title of each Section will appear on the first page of each Section.

Specification Sections carry the numerical designation of the CSI Uniform System. Sections are bound into this Project Manual in proper interrupted numerical sequence. Where there are voids in the Section numbering, the work and/or materials covered by these numbers is not included in this project.

Check the full contents of the Specifications against the listings in the Table of Contents in Section 00 0002 to insure that a complete set of documents is received.

The first two digits of the Section number indicate the Division to which the section belongs.

Pages within each Section are numbered in numerical uninterrupted sequence and the last page of each Section will show the statement "END OF SECTION" followed by the Section number.

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END OF SECTION
Bidders are invited to submit sealed bids for the Construction of Lee Acres Fire Station #2.

Bids to complete this work will be received by San Juan County, New Mexico, Office of Central Purchasing, at 213 South Oliver Drive, Aztec, New Mexico, 87410, until 2:00 p.m. (local time), August 29, 2017 at which time and place all bids will be publicly opened and tabulated. Bids received after 2:00 pm shall not be accepted.

The Bid and Contract Documents may be obtained on the San Juan County Website. When utilizing the County’s website, please complete the Acknowledgement Form that is posted within the Project Manual so you can be listed as Plan Holder, and will automatically receive addendums, if issued. You are reminded that you are solely responsible for checking the County’s website for updates. Please feel free to visit our Website, www.sjcounty.net, Under “Quick Links”, choose ‘Current Bids/Proposals’. Hard copies of the project will NOT be provided.

A Pre-Bid Conference will be held at 2:00 p.m. (local time) on August 17, 2017 at the Office of Central Purchasing, 213 S. Oliver Drive, Aztec, New Mexico, 87410.

NOTICE OF REGISTRATION REQUIREMENT. Bidders are reminded that in order to be considered for bid award, all contractors (including their subcontractors if at a specific cost threshold) must be actively registered under the Labor Enforcement Fund with the New Mexico Department of Workforce Solutions on the date bids are unconditionally accepted for consideration for bid award and must remain actively registered in order to perform work under this solicitation. The Contractor selected for award of a contract shall provide documentation to verify compliance with this paragraph prior to execution of a contract.

The Owner reserves the right to reject any or all Bids and to waive information or irregularities in the Bidding.

NIGP Code: 909-30

LEGAL NOTICE: Publish: August 9, 2017
Farmington Daily Times

END OF SECTION
SECTION 00 0004
BID DOCUMENTS / INSTRUCTIONS TO BIDDERS

BID 17-18-03

SAN JUAN COUNTY
Office of Central Purchasing
213 S. Oliver
Aztec, NM 87410
(505) 334-4552

I. INTRODUCTION.

San Juan County is requesting sealed bids for the Lee Acres Fire Station #2.

The project location is 433 County Road 5500, South of Bloomfield, New Mexico, 87413.

SCOPE: Contractor performing this Work shall furnish all material, labor, tools, expendable equipment, utility and transportation services and all incidental items necessary to perform and complete in a workmanlike manner, the Work required for the:

1. Construct a new fire station, 5,140 square feet, pre-engineered metal building and related site work.

EXAMINATION: Contractors shall thoroughly examine the proposed Contract Documents and visit the construction site as necessary to obtain first-hand knowledge of all proposed work, any existing infrastructure and local site conditions. Contractors will not be entitled to additional compensation or any extension of the contract time for failure to do so. There shall be no allowance for anticipated profits. San Juan County will provide reasonable access, as requested. Contractors shall also familiarize themselves with Federal, State and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of work. Submission of a Bid constitutes a representation by the Contractor that the Contractor has made all appropriate examinations, investigations and tests and has made provision as to the cost thereof in his Bid.

INTERPRETATIONS: Contractors and Subcontractors shall promptly notify the Owner of any ambiguity, inconsistency or error regarding the proposed Contract Documents in writing at least ten (10) calendar days prior to Bid opening. If appropriate, the Owner will issue a written addendum that shall thereafter be a part of the Bid Documents and proposed Contract Documents. Only written clarifications will be binding. All Bids shall be responsive to and include the provisions of all Addenda issued prior to bid opening.

II. NOTICE.

The New Mexico Procurement Code, N.M.S.A. 1978, §§13-1-28 through 13-1-199 (Repl. 1997)(as amended), imposes civil and criminal penalties for its violation. In addition, the New Mexico Criminal Code, N.M.S.A. 1978, §§ 30-1-1 et seq. (Repl. 1994)(as amended), imposes criminal penalties for illegal bribes, gratuities, and kickbacks. Bidders should carefully consider the consequences of their behavior during the pendency of this solicitation, and should seek the advice of legal counsel when in doubt.

III. SUBMISSION OF BIDS.

A. DATE/TIME. ALL BIDS MUST BE RECEIVED NO LATER THAN 2:00 P.M. LOCAL TIME ON August 29, 2017 AT WHICH TIME AND PLACE ALL BIDS WILL BE PUBLICLY OPENED AND TABULATED. Bids that are delivered after that date and time will not be accepted, and will be returned to the sender unopened.

B. ADDRESS. Each Bid must be delivered to the Office of Central Purchasing, 213 S. Oliver Dr., Aztec, New Mexico, 87410, on or before the date and time of the bid opening.

C. FORM OF SUBMISSION. Each Bid shall be submitted on an unaltered Bid Offer Form supplied by San Juan County, which can be found in the Bid Documents. The completed Bid Offer Form,
along with any required enclosures, shall be submitted to the address stated previously in a
sealed envelope. The envelope should be clearly labeled on the outside with the bidder's name and
complete address, the bid number and project name. If a bid is forwarded by mail or delivery service, the
sealed bid should be enclosed within a separate mailing envelope, which shall clearly state that a bid is
enclosed. Failure to follow these instructions may result in disqualification of the bid. Any bid forwarded
by mail or delivery service which is mistakenly opened prematurely as a result of the failure of the bidder
to enclose the sealed bid within a separate mailing envelope may be subject to disqualification.

Deliver bids to: San Juan County
Office of Central Purchasing
213 S. Oliver Drive
Aztec, NM 87410

Mailed bids should read: (Bidder’s Names and Address)
ATTN: Sealed Bid Enclosed
Bid 17-18-03
Lee Acres Fire Station #2

D. REQUIRED SUBMISSIONS.

1. BID OFFER FORM. Each bid shall be submitted on an unalterd Bid Offer Form
supplied by San Juan County, as described in Section III(C), above.

2. BID SECURITY. Bid security is required on this project if the bid amount exceeds
$25,000. Each bid shall be accompanied by a cashier’s check, money order or bank draft payable to San
Juan County in the amount of five (5) percent of the amount of the bid. Alternatively, a bid bond in the
amount of five (5) percent of the bid may be submitted along with the bid. If a bid bond is submitted, it
shall be issued by a surety company authorized by the State of New Mexico to issue such bonds, and
shall be submitted on AIA Document A310, current edition. The attorney executing the bid bond on
behalf of the surety company shall affix to the bond a certified and current copy of his or her Power of
Attorney. If, within ten (10) days after the notice of acceptance of the bid, the bidder refuses to enter into
a contract or fails to furnish performance and labor and material payment bonds as required, the bid
security shall be forfeited as liquidated damages, not as a penalty. The bid security of the three (3)
lowest bidders shall be retained until one of the following occurs: (1) a contract is signed and required
bonds and insurance documents are filed; (2) the specified time has elapsed to permit withdrawal of bids;
or (3) all bids have been rejected.

3. SUBCONTRACTOR'S LIST. Bidders shall submit the following information pursuant to
Public Works Section 13-4-31 through 13-4-43, NMSA 1978, for completion of the subcontractor's list form,
provided in the project manual. Each Contractor who submits a bid shall list on the form, each category of
the work that will be done by each Subcontractor, and the name of each Subcontractor, proposed to
perform the project work, in excess of $50,000, along with the City or County of the place of business of
each Subcontractor, and other relevant information. The completed list must be submitted along with the
Contractor's sealed bid. Any bid submitted which fails to comply with this paragraph will be deemed a
non-responsive bid and will not be accepted. When a bidder enters into a Contract and therefore
becomes the Contractor, the County will promptly inform the Contractor whether or not the Owner (the
County), after due investigation, has reasonable objection to any such proposed Subcontractor. Failure
of the Owner (the County) to inform the Contractor promptly of its objections to each proposed
Subcontractor shall not constitute notice of no reasonable objection.

In addition, the Contractor shall also indicate on the form provided, the New Mexico Department of
Workforce Solutions Registration/Certification Number for those proposed Subcontractors whose
bid amounts are $60,000.00 and above. The Contractor shall list only one (1) Subcontractor for each
category/nature of work.

Pursuant to the Public Works Section 13-4-33, NMSA 1978, Definitions, a “Subcontractor” means a
contractor who contracts directly with the contractor.

In compliance with Public Works Section 13-4-36 C & D, NMSA 1978, Substitution of Subcontractor, no
Contractor whose bid is accepted shall permit any subcontract to be voluntarily assigned or transferred or

allow it to be performed by anyone other than the original Subcontractor listed in the original bid without the consent of San Juan County.

No Contractor whose bid is accepted, other than in the performance of change orders causing changes or deviations from the original contract, shall sublet or subcontract any portion of the work in excess of the listing threshold as to which his original bid did not designate a Subcontractor unless:

(1) The Contractor fails to receive a bid from a category of work. Under such circumstances, the Contractor may subcontract. The Contractor shall designate on the listing form that NO BID WAS RECEIVED or;

(2) The Contractor fails to receive more than one bid for a category of work. Under such circumstances, the Contractor may subcontract. The Contractor shall state on the listing form that ONLY ONE SUBCONTRACTOR'S BID WAS RECEIVED, together with the name of the subcontractor. This designation shall not occur more than one time on the subcontractor list.

4. LABOR ENFORCEMENT FUND CERTIFICATION. Each Contractor who submits a bid (including their Subcontractors if at a specific cost threshold) must be registered under the Labor Enforcement Fund with the New Mexico Department of Workforce Solutions on the date bids are unconditionally accepted for consideration for bid award and must remain actively registered in order to perform work under this solicitation. The Contractor selected for award of a contract shall provide documentation to verify compliance with this paragraph prior to execution of a contract.

E. AMENDMENT. A Contractor may submit an amended bid, so long as the amended bid is submitted prior to the date and time when bids are opened. An amended bid must be complete, as it will be substituted for the earlier bid(s), and must be clearly identified as an amendment to the bid. No reference to the amount of the original bid(s) shall be made in any amended bid. Any such reference in an amended bid may disqualify that bid.

F. WITHDRAWAL. A Contractor may withdraw its bid at any time prior to the date and time when bids are opened. A Contractor requesting to withdraw a bid must submit a written request signed by the Contractor’s duly authorized representative(s). A Contractor may request withdrawal of a bid by fax, but to be effective, written confirmation shall also be mailed and postmarked on or before the date of the bid opening. Withdrawal of a bid pursuant to this section shall not disqualify any Contractor from submitting a subsequent bid, so long as the subsequent bid complies fully with the requirements for submissions of bids herein.

G. EXECUTION OF BID. Each bid shall be signed by person(s) legally authorized to bind the Contractor to a Contract. A bid submitted by an agent shall have a current Power of Attorney attached certifying the agent’s authority to bind the Contractor.

H. COLLUSION- GENERAL BID. The Bidder, by submitting a bid, certifies that the bid is genuine and is not sham or collusive, or made in the interest, or on the behalf of any person not named as bidder, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation, to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure himself an advantage over any other bidder. The Procurement Code Sections 13-1-28 through 13-1-99 N.M.S.A. 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

IV. PRE-BID CONFERENCE.

A Pre-Bid Conference will be held on August 17, 2017 at 2:00 pm in the Central Purchasing Office Conference Room located at 213 S. Oliver Drive, Aztec, New Mexico, 87410.

V. SPECIFICATIONS

Specifications are contained in the Project Manual and Drawings.
VI. LIMITING SPECIFICATIONS AND SUBSTITUTION.

A. LIMITING SPECIFICATIONS. Any specification that limits or eliminates a qualified bidder must be brought to the attention of the County not less than ten (10) days before the date when bids are due. Failure to bring such a matter to the attention of the County shall bar the bidder from asserting a later claim in this regard.

B. SUBSTITUTIONS. Identification of material or equipment by manufacturer's name or trade name is not meant to give preference to any manufacturer but merely to establish a standard. To obtain approval to use an unspecified product or design, the bidder shall submit a detailed written request at least ten (10) days prior to the bid opening. Each request shall clearly describe the product or design for which approval is requested, including all information necessary to evaluate the acceptability of the proposed change. If the product or change is accepted, an Addendum shall be issued approving the product or change.

VII. CONDITIONS APPLICABLE TO BIDS.

A. WAGE RATES. Wage rates are required on this project if the bid amount exceeds $60,000. Employees of any contractor or subcontractor participating in the work shall be paid not less than the minimum wage rates of the State of New Mexico as published by the State Labor and Industrial Commission. A copy of the wage rates which have determined to be applicable to the work are included in bid specifications. Bidders are reminded that all contractors and their subcontractors must submit certified weekly payroll records biweekly to the San Juan County Finance Department, 100 South Oliver Drive, Aztec, New Mexico 87410, subject to the terms of the New Mexico Public Works Minimum Wage Act.

B. USE OF NEW MEXICO MATERIALS; NEW MEXICO TIMBER. Preference shall be given to materials produced, grown, processed or manufactured in New Mexico by citizens or residents of New Mexico or provided or offered by a New Mexico state business enterprise, and such materials shall be used where they are deemed satisfactory for the intended use, pursuant to N.M.S.A. 1978, § 13-4-5. Whenever softwood species of timber, such as Douglas fir and ponderosa pine, grown in New Mexico, are necessary for construction, erection or repair and available in this state, such species shall be used, pursuant to N.M.S.A. 1978, §§ 13-4-6 and 13-4-7.

C. LICENSING. The bidder awarded the contract shall possess and shall obtain and hold such licenses as are reasonably required to accomplish his or her duties.

D. CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY. Contractors and their Sub-Contractors shall comply with this section if applicable and required in the performance of their work. However, bidders are not required to submit a completed certificate with their bid submission.

E. TERMINATION. In addition to the grounds for termination set forth elsewhere in the Bid Documents or in the Contract Documents, any contract awarded as a result of the Invitation for Bids may be terminated if sufficient appropriations or authorizations do not exist. The County's decision concerning whether sufficient appropriations or authorizations exist will be final.

F. DISQUALIFICATION. The Owner reserves the right to disqualify Bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder. The Procurement Code, Sections 13-1-21 through 13-1-199 NMSA, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

G. QUALIFICATION OF BIDDER. Owner and/or the Owner's Design Professional may make such investigations as necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner and/or the Owner's Design Professional all such information and data for this purpose as Owner and/ or the Owner's Design Professional may request, including but not limited to proof of financial resources, production or services facilities, personnel and experience adequate to complete the project. Owner reserves the right to reject any Bid if the evidence submitted by, or
H. LEGAL REVIEW. Since bidders will be bound by the specifications, terms and conditions herein, it is strongly recommended that each bidder obtain legal advice concerning the request for bids.

I. CONTRACTOR. Contractor shall be licensed to do this type of work under applicable licensing statutes of the State of New Mexico and other applicable regulatory agencies. The Contractor, and their subcontractors shall comply with Federal regulations when applicable. All work and material shall meet all applicable codes. Contractor must adhere to County policies and procedures in secure areas. Contractors are cautioned that their employees may be subject to search or security clearance.

J. PERFORMANCE AND PAYMENT BONDS. Performance and Payment Bonds shall be furnished by the successful Contractor in accordance with the Supplementary Conditions of the Contract (AIA A201-2007).

A Subcontractor shall provide a Performance and Payment Bond on a public works project if the Subcontractor's contract for work to be performed on a project is one hundred twenty five thousand dollars ($125,000) or more pursuant to NMSA 1978, § 13-1-148.1 (2007).

K. INSURANCE. A current Certificate of Insurance shall be furnished by the successful Bidder in accordance with the Supplementary Conditions of the Contract (AIA A201-2007).

L. OWNERSHIP OF PLANS. The Contractor awarded the contract acknowledges that the reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other similar documents of the successful Bidder are instruments of service, not products. Plans, drawings, and other similar documents shall not be not be reproduced, copied or duplicated without the express written authorization of the County.

VIII. EVALUATION/AWARD.

A. EVALUATION.

1. INVESTIGATION. The County may, at its option, contact a given bidder for clarification of its bid or for additional information. Discussions with the County shall not be initiated by the Bidder(s). The County may make such investigations as necessary to determine the ability of the bidder to meet the specifications and adhere to the terms and conditions set forth within these Bid Documents and in the accompanying documents. The County will reject any Bid which is non-responsive or any bidder who submits a non-responsive bid as defined in N.M.S.A. 1978. § 13-1-82 and N.M.S.A. 1978. § 13-1-84.

4. IN-STATE RESIDENT CONTRACTOR PREFERENCE. To be eligible for the 5% resident contractor's preference, the contractor shall include a copy of their certificate with their bid and in-state resident preference number on the Bid Offer Page, pursuant to Section 13-4-2 NMSA 1978. Each Bidder may obtain a New Mexico In-State Resident Contractor Preference Certificate Number through the State of New Mexico, Department of Taxation and Revenue, 505-827-0951.

5. RESIDENT VETERAN CONTRACTOR PREFERENCE. To be considered for the 7, 8 or 10% resident veteran contractor preference, the contractor shall complete the attached Resident Veterans Preference Certification form, include a copy of their certificate with their bid and include their resident veteran preference number on the Bid Offer Page, pursuant to Section 13-4-2 NMSA 1978. Each contractor may obtain a Resident Veteran Contractor Preference Certificate Number through the State of New Mexico, Department of Taxation and Revenue, 505-827-0951. This preference is separate from the in-state preference and is not cumulative with that preference.
4. NEW MEXICO DEPARTMENT OF WORKFORCE SOLUTIONS: LABOR ENFORCEMENT FUND CERTIFICATION. In order to be considered for bid award, all Contractors (including their Subcontractors if at a specific cost threshold) must be registered under the Labor Enforcement Fund with the New Mexico Department of Workforce Solutions on the date bids are unconditionally accepted for consideration for bid award and must remain actively registered in order to perform work under this solicitation. The Contractor selected for award of a contract shall provide documentation to verify compliance with this paragraph prior to execution of a contract. Contractors may obtain additional information on the requirements of the Labor Enforcement Fund program at www.dws.state.nm.us (Public Works - Public Works Projects - Additional Forms - Labor Enforcement Fund Form) or by calling (505) 841-4405. The Contractor selected for award of a contract shall provide documentation to verify compliance with this paragraph prior to execution of a contract.

B. AWARD. A contract may be offered to the lowest responsible bidder submitting an acceptable technical offer for the work (and applicable Options or Alternatives which are selected), taking into account the resident preference set forth above, so long as the lowest bid is within the amount of funds designated to finance the Contract. If the lowest responsible bidder has otherwise qualified, but submitted a bid that was up to 10% in excess of the amount of funds designated to finance the Contract, the lowest bidder may negotiate with the County for a lower total bid. Such negotiation shall not be permitted if the lowest bid was more than 10% over budgeted funds. NMSA 1978, §13-1-105 (Repl. 1992).

The Owner shall have the right to accept Alternates in the order specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

C. RIGHT TO DISCONTINUE PROCUREMENT. The County reserves the right to waive minor irregularities in a bid. The County also reserves the right to waive mandatory requirement(s) so long as all responding bidders fail to meet the mandatory requirement(s) and the failure to do so does not otherwise materially effect the procurement. The County reserves the right to cancel this Request for Bids at any time, and to reject any or all bids, or otherwise to proceed in the best interests of the County. This Request for Bids in no manner obligates the County or any of its agencies to the eventual sale or lease of any product or service, whether explicitly described or implied herein, until confirmed by a written contract and/or Purchase Order.

D. NOTICE OF AWARD. A Notice of Award will be presented to the successful Bidder/Contractor along with the Agreement. The Contractor will be required to sign and return the Notice of Award and agreement, along with the required certificates of insurance, and performance and payment bonds, within ten (10) calendar days from the date of issuance.

E. NOTICE TO PROCEED. Upon return of the signed Notice of Award, signed Agreement, and Insurance and Bonds, a Notice to Proceed will be presented to the Contractor for signature, setting the time frame for substantial completion. Until such time that the Notice to Proceed has been issued by the County, the Contractor should refrain from performing any work on the project.

IX. QUESTIONS.

All questions pertaining to this Bid shall be submitted in writing no later than 7 days prior to Bid opening and shall be directed to:

Mr. Thomas E. Hummell
Rodahl & Hummell Architecture
609 N. Dustin Avenue
Farmington, NM 87401
Phone: (505) 326-6442
tom@rodahl-hummell.com

Copy To: Jaime Jones
Contract Analyst
213 S. Oliver Drive
Aztec, NM 87410
Phone: (505) 334-4548
Fax: (505) 334-4561
jjones@sicounty.net
X. BID / CONTRACT DOCUMENTS.

The Bid and Contract Documents may be obtained on the San Juan County Website. When utilizing the County's website, please complete the Acknowledgement Form that is posted within the Project Manual so you can be listed as a Plan Holder, and will automatically receive addendums, if issued. You are reminded that you are solely responsible for checking the County's website for updates. **Please feel free to visit our Website, www.sjcounty.net, Under 'Quick Links', choose 'Current Bids/Proposals'. Hard copies of the project will NOT be provided.**

The Contract Documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, employee of San Juan County, or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.
SECTION 00 0004
BID OFFER FORM
BID 17-18-03
Lee Acres Fire Station #2

NOTE: TO INSURE A VALID BID, EACH BIDDER MUST FILL IN EACH BLANK SPACE ON THE BID OFFER FORM IN INK OR TYPEWRITER AND SUBMIT THE ORIGINAL TOGETHER WITH ALL SUPPLEMENTAL DOCUMENTS, TO THE COUNTY.

The undersigned agrees:

1. To complete all the work set forth in the Bid Documents and Contract documents of the project designated as Bid 17-18-03, Lee Acres Fire Station #2, in accordance with the Bid Documents and Contract Documents, for the consideration hereinafter set forth.

2. To hold this bid open for thirty (30) days after the opening of the bids and to accept the provisions of the Instruction to Bidders regarding the disposition of Bid Security.

3. To enter into and execute a contract, if awarded, on the basis of this Bid. To furnish a Performance Bond and a Labor and Materials Payment Bond in accord with the General Conditions and General Requirements of the Bid Documents and Contract Documents, and to deliver to the County an executed Owner-Contractor Agreement within ten (10) days after notification of award. A subcontractor shall provide a performance and payment bond on a public works project if the subcontractor's contract for work to be performed on a project if one hundred twenty five thousand dollars ($125,000) or more NMSA 1978, § 13-1-148.1 (2007).

LUMP SUM BID AMOUNT – Lee Acres Fire Station #2. (Do not include Gross Receipt Taxes): The undersigned hereby proposes and agrees to perform the foregoing for the Lump Sum of:

__________________________________________________________________________________________________________________________________________ dollars ($__________).

(Amount shall be shown in both words and numerals. In case of discrepancy, the amount shown in words shall govern).

ALTERNATE #1: Install EIFS on west side of the Building.

__________________________________________________________________________________________________________________________________________ dollars ($__________).

(Amount shall be shown in both words and numerals. In case of discrepancy, the amount shown in words shall govern).

GROSS RECEIPT TAX (6.5625%):

__________________________________________________________________________________________________________________________________________ dollars ($__________).

(Amount shall be shown in both words and numerals. In case of discrepancy, the amount shown in words shall govern).

TOTAL BID AMOUNT:

__________________________________________________________________________________________________________________________________________ dollars ($__________).

(Amount shall be shown in both words and numerals. In case of discrepancy, the amount shown in words shall govern).
TIME OF COMPLETION:

If awarded a contract, the undersigned bidder agrees to complete the work within the following number of calendar days after issuance of the Notice to Proceed:

_______ CALENDAR DAYS FOR COMPLETION. (Bidder to indicate number of days proposed.)

Bidder further agrees to pay as liquidated damages, the following sum for each consecutive calendar day thereafter that the work remains uncompleted.

$250.00/PER CALENDAR DAY

The undersigned has attached the required Bid Security ______.

The undersigned acknowledges receipt of Addenda No. ______ through ______.

In submitting this Bid, it is understood that the Owner reserves the right to reject any and all bids and to waive irregularities in the Bidding and to Award the Contract to the Low bidder, as determined by the Base Bid and any Alternates accepted.

Dated this ______ day of ____________________________ 2016.

_____________________________________________________
Contractor Name

If a corporation, indicate the state of incorporation.

_____________________________________________________
If an out-of-state business, state whether the business is authorized to do business in the State of New Mexico.

_____________________________________________________
Contractor Address

_____________________________________________________
Contractor's New Mexico License Number

_____________________________________________________
Contractor's New Mexico Preference No.

_____________________________________________________
Contractor's Resident Veteran Preference No.

_____________________________________________________
NMDWS Certification/Registration Number Federal Employer Identification Number (FEIN)

_____________________________________________________
Contractor Authorized Officer (Printed Name)

_____________________________________________________
Signature of Contractor Authorized Officer
(A Bid of a corporation shall have the seal affixed hereto, and shall be signed by a person authorized by the corporation to execute contracts. If available, a Resolution of the corporation authorizing the person signing to execute the contract should be attached. A Bid of a partnership shall give the names of all the partners, and be executed by all the partners or the general partner. A bid of a sole proprietor shall be executed by the proprietor and any trade name under which the individual is doing business.)

CONTRACTOR'S CHECKLIST:

The following items shall be included with the Bid Offer Form.

1. Bid Offer Form.
2. Bid Bond.
3. Subcontractor List Form.
4. NM Preference Certificate (if applicable).
5. NM Resident Veteran Contractor Preference Certification (if applicable).
SUBCONTRACTOR LIST

Subcontractor Listing Threshold for this project **$5000**

Bidders shall submit the following information pursuant to Section 13-4-31 through 13-4-43 NMSA 1978 with emphasis added for completion of this form.

Each Contractor who submits a bid shall list on this form, the name of each Subcontractor proposed to perform work in excess of **$5,000** for each category of the work that will be done by each Subcontractor, the City or County of the place of business of each Subcontractor, the License Number of each Subcontractor, and other relevant information. In addition, the Contractor shall also indicate on this form the **New Mexico Department of Workforce Solutions Registration/Certification Number for those proposed Subcontractors whose bid amounts are $60,000.00 and above.** The Contractor shall list only one (1) Subcontractor for each category/nature of work.

Pursuant to the Public Works Section 13-4-33, NMSA 1978, Definitions, a “Subcontractor” means a contractor who contracts directly with the contractor.

(Emphasis Added) In compliance with Public Works Section 13-4-36 C & D, NMSA 1978, Substitution of Subcontractor, no Contractor whose bid is accepted shall permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original Subcontractor listed in the original bid without the consent of San Juan County.

No Contractor whose bid is accepted, other than in the performance of change orders causing changes or deviations from the original contract, shall subcontract any portion of the work in excess of the listing threshold as to which his original bid did not designate a Subcontractor unless:

1. The Contractor fails to receive a bid from a category of work. Under such circumstances, the Contractor may subcontract. The Contractor shall designate on the listing form that **NO BID WAS RECEIVED** or;

2. The Contractor fails to receive more than one bid for a category of work. Under such circumstances, the Contractor may subcontract. The Contractor shall state on the listing form that **ONLY ONE SUBCONTRACTOR’S BID WAS RECEIVED**, together with the name of the Subcontractor. This designation shall not occur more than one time on the subcontractor list.

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<th>Category of Work:</th>
<th>City or County of Business:</th>
<th>Phone #:</th>
<th>License No.:</th>
<th>Over $60,000?</th>
<th>NM Workforce Solutions No. (if over $60,000)</th>
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<th>Phone #:</th>
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Resident Veterans Preference Certification

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

Please check one box only

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

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

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

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

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

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

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

_________________________  ________________________
(Signature of Business Representative)*  (Date)

*Must be an authorized signatory for the Business.

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

CONTRACTOR:
(Name, legal status and address)

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

OWNER:
(Name, legal status and address)

BOND AMOUNT: $ [ ]

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

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

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

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
Signed and sealed this 3rd day of 3rd, 3rd

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<tr>
<th>(Contractor as Principal)</th>
<th>(Seal)</th>
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<tr>
<td>(Title)</td>
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<tr>
<td>(Surety)</td>
<td>(Seal)</td>
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(Witness)
PUBLIC WORKS PROJECT REQUIREMENTS

As a participant in a Public Works project valued at more than $60,000 in the State of New Mexico, the following list addresses many of the responsibilities that are defined by statute or regulation to each project stakeholder.

Contracting Agency

- Ensure that all Contractors wishing to bid on a Public Works project when the project is $60,000 or more are actively registered with the Public Works and Apprenticeship Application (PWAA) website: http://www.dws.state.nm.us/pwaa (Contractor Registration) prior to bidding.
- Please submit Notice of Award (NOA) and Subcontractor List(s) to the PWAA website promptly after the project is awarded.
- Please update the Subcontractor List(s) on the PWAA website whenever changes occur.

General Contractor

- Provide a complete Subcontractor List and Statements of Intent (SOI) to Pay Prevailing Wages for each Contractor to the Contracting Agency within 3 (three) days of award.
- Ensure that all Subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: http://www.dws.state.nm.us/pwaa prior to bidding when their bid will exceed $60,000.
- Submit bi-weekly certified payrolls to the Contracting Agency.
- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.
- Confirm the Wage Rate poster, provided in PWAA, is displayed at the job site in an easily accessible place.
- Make sure, when a project has been completed, the Affidavits of Wages Paid (AWP) are sent to the Contracting Agency.

Subcontractor

- Ensure that all Subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: http://www.dws.state.nm.us/pwaa prior to bidding when their bid will exceed $60,000.
- Submit bi-weekly certified payrolls to the General Contractor(s).
• Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.

Additional Information

Reference material and forms may be found at New Mexico Department of Workforce Solutions Public Works web pages at: http://www.dws.state.nm.us/new/Labor_Relations/publicworks.html.

CONTACT INFORMATION

Contact the Labor Relations Division for any questions relating to Public Works projects by email at public.works@state.nm.us or call (505) 841-4400.
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<tr>
<td><strong>Group IX</strong></td>
<td>16.32</td>
</tr>
</tbody>
</table>

**NOTE:** SUBSISTENCE, ZONE AND INCENTIVE PAY APPLY ACCORDING TO THE PARTICULAR TRADES COLLECTIVE BARGAINING AGREEMENT. DETAILS ARE LOCATED AT WWW.DWS.STATE.NM.US.
CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

Instructions: This certification is required pursuant to Executive Order 11246, entitled Equal Opportunity, as amended by Executive Order 11375, and as supplemented in DOL regulations (41 CFR Part 60). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity Clause; and if so, whether it has filed all compliance reports due under applicable instructions.

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, sex, age, national origin or disability. Such action shall include, but not limited to, the following: employment, upgrading demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selecting for training including apprenticeship.

2. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices as provided setting forth provisions of this nondiscrimination clause.

3. The Contractor agrees that, in all solicitation or advertisement for employment placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, creed, color, sex, age, national origin or disability.

4. The Contractor agrees to send to each labor union or representative of workers with which the Contractor has had collective bargaining agreements or other contracts or understandings, a notice advising the labor union or worker's representative of the Contractors' commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor agrees to comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor, and all subsequently issued rules, regulations or relevant orders, relating to equal employment opportunity.

6. The Contractor agrees to furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to Contractor's books, records, and account by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event the Contractor's non-compliance with the nondiscrimination clauses of the contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contract in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Contractor agrees to include the provisions of paragraphs (1) through (8) in every subcontract or purchase related to the work of the contract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, or that such provisions will be binding upon each Contractor or vendor. The Contractor agrees to take such action with respect to any subcontract or purchase order as the contracting agency may direct as means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event litigation with a Contractor or vendor as result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.
COMPLIANCE WITH FEDERAL REGULATIONS

The Contractor agrees to comply with any Federal Statutes or Regulations which are applicable to this project including, but not limited to the following:

All labor standards including those relating to the payment of wages, working conditions, Copeland Anti-Kickback Act (18 USC 874), equal employment, and in particular:

[1] The provisions of Title 29 of the Office of the Secretary of Labor of the United States Government, Part 3, entitles "Contractors and Contractors on Public Work Financed in whole or in part by loans or grants from the United States" (29 CFR Part 3);


[3] Those concerning relocations and related payments to all persons displaced as a result of the project as provided in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC 4601 et seq;


[5] The National Environmental Policy Act of 1969, as amended (42 USC 4321 et seq);

[6] The Clean Air Act, as amended (42 USC 11857-1858 a);

[7] The Federal Water Pollution Control Act, as amended (33 USC 1251-1376);

[8] The National Historic Preservation Act of 1966 (16 USC 470 et seq);

[9] The Wild and Scenic Rivers Act (16 USC 1271-1281);

[10] The Endangered Species Act of 1973 (16 USC 1531 et seq);

[11] The Historical and Archaeological Data Preservation Act as amended (16 USC 469 et seq);

[12] Regulations pertaining to the design, construction, and alteration of buildings to accommodate the physically handicapped;


SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION

In order to protect the lives and health of employees under the contractor and subcontractor, the contractor and subcontractor shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by DOL regulations (29 CPR Part 5).
SAN JUAN COUNTY SAFETY & COMPLIANCE
CONTRACTOR SAFETY VERIFICATION PROGRAM

The Contractor awarded a contract under this solicitation will be required to comply with the County's Safety & Compliance Contractor Safety Verification Program. To ensure safe work practices, the County's Safety and Compliance Manager will work closely with the Contractor and his Sub Contractors during construction, and will require completion of the Assessment Questionnaire.
County Policy Statement

Contractors and subcontractors must comply with all applicable federal, state and county laws, ordinances, and guidelines for the health and safety of employees when performing construction work for San Juan County. The San Juan County Safety and Compliance Contractor Safety Verification Program will require contractors and subcontractors to demonstrate the initiation, maintenance, and supervision of all safety precautions and programs in connection with a construction project. The personal safety and health of contractors' and subcontractors' employees is of primary importance, and the prevention of occupationally induced injuries and illnesses is of such consequence that it will be given precedence over operating productivity whenever necessary.

[Signature]
OCT 3 2011
San Juan County Executive Officer

[Signature]
Safety and Compliance Manager

APPROVED AS TO FORM
SAN JUAN COUNTY ATTORNEY

Page 1 of 10
STANDARD PRACTICE INSTRUCTION

DATE: 

SUBJECT: Contractor Safety Verification Program

REGULATORY STANDARD: All applicable Federal, State and Local Safety and Health regulatory requirements including but not limited to: OSHA - 29 CFR.

BASIS: It is the responsibility of the host General Contractor to ensure the safety of all workers conducting business on the site. When a General Contractor arranges to have employees of another employer (sub-contractors) perform work that involves activities that may put personnel at risk, the General Contractor must inform the sub-contractor that the workplace contains specific hazards and that the work to be done is permitted only if all workers have the proper training, equipment and work conditions to accomplish the task(s) in a safe manner.

GENERAL: The Contractor will ensure that safe work practices are used by Contractor personnel to provide for the control of hazards during operations such as lockout / tagout, confined space entry, welding, trenching, walking/working surfaces or piping, and general safety within our facilities. At the request of the County, the Contractor shall provide information regarding the Contractor’s safety performance and programs to ensure that occupational safety and health policies have been established and are being followed.

RESPONSIBILITY: The Contractor shall be responsible for complying with this program, and the Safety and Compliance Manager will monitor the Contractor’s compliance.

Contents of the Contractor Safety Verification Program

1. Written Program.
2. Statement of Policy.
3. Routine Contractor Compliance Inspections.
5. Specific Safety Standards Requiring Contractor Safety Compliance.
6. Contractor Training Compliance.
7. Contractor Safety Questionnaire.
San Juan County Contractor Safety Verification Program

1. Written Program. San Juan County may review and evaluate this standard practice instruction:

- On an annual basis
- When changes occur to 29 CFR that prompt revision of this document
- When facility operational changes occur that require a revision of this document
- When there is an accident or close-call that relates to this area of safety
- When changes occur to related document that prompts a revision of this document; and/or
- Anytime the procedures fail

Effective implementation of this program requires support from all levels of Contractor management. This written program will be communicated to all personnel.

2. Statement of Policy. This policy is designed to establish a process to assist Contractors to accomplish desired job tasks without compromising the safety and health of employees at the designated site. The Contractor must assure that all employees and sub-contractors: 1) are trained to perform the job safely, 2) can recognize the hazards related to the job, and 3) are knowledgeable of other applicable provisions of Federal, State and Local safety and health regulatory requirements.

   2.1 Initiation of work. Prior to the initiation of the Contractors' work at the site all contract employers will be informed of the applicable provisions of the facility emergency action plan and all other required information as required by relevant Federal, State and Local safety and health regulations.

3. Contractor Disclosure. As a means to assist contract employees to follow the safety rules of the facility, including safe work practices required by relevant regulations and policies, the following criteria and information relating to the Contractor may be reviewed by the Safety Compliance Manager.

   3.1 Information relating to the Contractor's safety performance and programs;

   3.2 Methods of informing the contractor, sub-contractors, architect/ engineer and San Juan County personnel of known potential hazards related to the Contractor's work and applicable provisions of the facility emergency action plan;

   3.3 Safe work practices to control the entrance, presence and exit of any persons in covered process areas, or other areas where known hazards exist;

   3.4 Evaluation of Contractor performance in complying with specific safety standards;
3.5 Contract employee injury and illness logs related to safety standards (see section 8);

3.6 A list of unique hazards presented by Contractors' work or potential hazards generated by the Contractor in the workplace that are reported to San Juan County, such as: use of hazardous chemicals, excessive noise or dust generation, etc.

4. **Routine Contractor Compliance Inspections.** Routine Contractor compliance inspections will be conducted periodically when contractors are on site. The inspection will be made to insure working conditions conform to the best management practices regarding Contractor safety compliance.

4.1 Inspection team composition. The Contractor inspection team may be comprised of representatives of San Juan County and the Contractor.

4.2 Inspection Intervals. The Safety and Compliance Manager will coordinate inspection dates and times with all assigned inspection team members. The team may conduct inspections on a monthly basis or more frequently as needed while work is in progress.

4.3 Inspection report. The Safety and Compliance Manager will develop a Contractor safety report based on the inspection items noted during the inspection. **Imminent danger situations will be immediately addressed with the personnel responsible for correcting deficiencies and documented on the inspection report.** The following items will be accomplished:

4.3.1 The report will be distributed immediately to personnel responsible for correcting deficiencies noted during the inspection. A copy will also be given to the County Contract Administrator (the person designated by the County to administer the Contract for the project).

4.3.2 The report will be distributed to all supervisors and key management personnel affected by the Contractor's operation. Supervisors will brief the results to all employees under their control. A copy of the report will be posted in a conspicuous place for review.

4.3.3 The Safety and Compliance Manager will develop a report of deficiencies noted to determine jobs/areas that have high incidence Contractor non-compliance. These areas will be emphasized during future inspections and meetings.

4.3.4 Any deficiencies noted shall be immediately corrected by the Contractor. Corrective actions will be tracked to completion.
5. Contractor Safety Meetings.

5.1 Contractor meeting agendas. The General Contractor may develop agendas serving various topics of importance to the Contractor Safety Verification Program.

5.2 Contractor meeting schedules. Contractor safety meetings will be conducted at least once a month or on an "as needed" basis, and when operational changes to equipment, facilities, or the job occurs that impact the Contractor Safety Verification Program.

5.3 Administration update meetings. Contractor safety topics will be included in the agenda of selected staff meetings. The Safety and Compliance Manager will keep the County Contract Administrator informed of Contractor safety performance developments should issues arise.

6. Specific Safety Standards Requiring Contractor Safety Compliance. The following standards will be reviewed if the Contractor engages in activities that could fall under the jurisdiction of the specific standard:

**APPLICABLE OSHA STANDARDS:** Below are listed a sampling of OSHA Standards that require Contractor Safety Compliance in specific areas. The Contractor must determine any other standards that relate to specific safety conditions for the project. Please check the appropriate standards that will apply to the job:

<table>
<thead>
<tr>
<th>Standard</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>29 CFR 1910.120</td>
<td>HAZWOPER</td>
</tr>
<tr>
<td>29 CFR 1910.Subpart E</td>
<td>PPE</td>
</tr>
<tr>
<td>29 CFR 1910.146</td>
<td>Confined Space</td>
</tr>
<tr>
<td>29 CFR 1910.147</td>
<td>Lockout Tagout</td>
</tr>
<tr>
<td>29 CFR 1910.178</td>
<td>Powered Industrial Trucks</td>
</tr>
<tr>
<td>29 CFR 1910.252</td>
<td>Welding Safety</td>
</tr>
<tr>
<td>29 CFR 1910.1200</td>
<td>HAZCOM</td>
</tr>
<tr>
<td>29 CFR 1926 Subpart M</td>
<td>Fall Protection</td>
</tr>
<tr>
<td>29 CFR 1926 Subpart N</td>
<td>Cranes, Derricks and Hoist</td>
</tr>
<tr>
<td>29 CFR 1926 Subpart Q</td>
<td>Concrete and Masonry</td>
</tr>
<tr>
<td>29 CFR 1926 Subpart R</td>
<td>Steel Erection</td>
</tr>
<tr>
<td>29 CFR 1926 Subpart P</td>
<td>Excavations</td>
</tr>
<tr>
<td>29 CFR 1926 Subpart L</td>
<td>Scaffolding</td>
</tr>
<tr>
<td>29 CFR 1926 Subpart G</td>
<td>Signs, signals, barricades</td>
</tr>
<tr>
<td>List additional standards</td>
<td></td>
</tr>
</tbody>
</table>

7. Contractor Training Compliance. All Contractors will ensure that their employees are properly trained about known fire, explosion and/or toxic hazards, uncontrolled energy, confined spaces, and any other hazard(s) related to their jobs.
7.1 Contractors used by San Juan County are required to provide training to their employees in the work practices necessary for their specific job. Additionally, San Juan County, in coordination with the Contractor, may conduct job hazard analyses to identify, and evaluate and control processes involving highly hazardous chemicals.

7.2 Whenever there are outside contractors present, coordination with the General Contractor is mandatory. For example, the General Contractor will inform the subcontractor (and vice versa) when equipment cannot be touched, re-energized or restarted.

7.3 Safe working practices on site remain the responsibility of the General Contractor. Proper understanding and practice of working safety can be determined by observation, interviews with employees (contractors, subcontractors, or contract employees), and OSHA reports. Any reports generated as a result of an incident shall be provided to the Safety and Compliance Manager.

7.4 Contractors used by San Juan County must:

7.4.1 Ensure that their employees are trained in safe work practices needed to perform the job.

7.4.2 Ensure their employees are instructed in the known potential fire, explosion, or toxic release hazards related to the job and the applicable provisions of the facility emergency action plan.

7.4.3 Document that their employees have received the required training.

7.4.4 Ensure that their employees follow the project safety rules and work practices.

7.4.5 Advise San Juan County of unique hazards presented by the Contractor's work.

8. Contractor Safety Questionnaire. The following questionnaire will be used to provide an initial assessment of the scope of a Contractors Safety Program (see next page).

PURPOSE: The purpose of this questionnaire is to provide San Juan County with necessary information about the Contractor's safety program. All items must be completed.

Company Name: ________________________________

Modify only under the supervision of the San Juan County Safety and Compliance Manager.
Address: 

Safety Director: ___________________________ Phone #: ________________
(Person responsible for safety) FAX #: ________________
Email: ____________________________

1. Accident/Injury Experience

Using last year’s OSHA 300 Log or Worker’s Compensation Documentation, fill in the following:

A. Number of recordable injuries/illnesses ____________________________
B. Number of restricted work days ____________________________
C. Number of lost work days ____________________________
D. Number of fatalities ____________________________
E. Employee hours worked last year ____________________________
F. Number of injuries/illnesses requiring hospitalization ____________________________

2. Safety Program

A. Does your company have a written safety program?
   Yes _____  No _____

   Is the program revised/updated annually?
   Yes _____  No _____

B. Does your written program contain a statement that your company abides by all federal (OSHA), state and local rules and regulations relating to safe work practices?
   Yes _____  No _____

C. Do you have a new hire orientation program pertaining to safety training?
   Yes _____  No _____

D. Does it include any training on the following? (If your company has a handbook, please submit a copy). Mark all that apply

   Head Protection _____  Emergency Procedures _____
   Eye Protection _____  Hazardous Substances _____
   Hearing Protection _____  Trench and Evacuation _____
   Respiratory Protection _____  Barricades _____

Modify only under the supervision of the San Juan County Safety and Compliance Manager.
Safety Belts & Lifelines or Fall Protection___  Electrical Safety___
Scaffolding___  Rigging and Crane Safety___
Housekeeping___  Hand and Power___
Fire Protection___  Tool Safety___
Hand Protection___  Others___
Confined Space Entry___

E. Do you have a foreman safety training program?
   Yes ____  No ____

F. Do you conduct regular safety meetings?
   Yes ____  No ____
   How often? ______________________

G. Are records of the training kept on site?
   Yes ____  No ____

H. Do you generate accident investigation reports?
   Yes ____  No ____

I. Do you perform project safety inspections?
   Yes ____  No ____
   Who conducts them?  Name ________________________________
   Job Title ________________________________
   How often? ________________________________

3. Lockout/Tagout

A. Does the work that you are contracting for involve any "Lockout/Tagout" situations?
   Yes ____  No ____
   If yes, please submit a copy of your written Lockout/Tagout procedures.

4. Hazard Communication

A. Does the work that you are contracting for, involve the use of any "Hazardous Substances"?
   Yes ____  No ____
   If yes, please submit a copy of your written hazard communication program and material safety data sheets for any hazardous substance that you will be using in your work.
5. Confined Spaces

A. Does the job involve working in a "Confined Space"?
   Yes _____  No _____

B. If yes, include your work plan, copies of training certification for the list of employees, entry permit and who will be in the permit-required confined space.

6. Elevated Work and Fall Protection

A. Does the work that you are contracting for involve any "Elevated Work"?
   Yes _____  No _____

   If yes, please submit a copy of your fall protection and elevated work policy and procedures.

7. Powered Industrial Vehicles

A. Does the work that you are contracting for, involve the use of any powered industrial vehicles? (i.e., fork trucks, highlifts, etc.)
   Yes _____  No _____

B. Have designated people been trained and certified on such?
   Yes _____  No _____

C. Are all certified drivers current on their recertification?
   Yes _____  No _____

9. Key Personnel

List the key on-site people for this project.

<table>
<thead>
<tr>
<th>Name:</th>
<th></th>
</tr>
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<tbody>
<tr>
<td>Title:</td>
<td></td>
</tr>
<tr>
<td>Projects</td>
<td>1.</td>
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<td></td>
<td>3.</td>
</tr>
</tbody>
</table>

Modify only under the supervision of the San Juan County Safety and Compliance Manager.
Recommendations: __________________________________________________________

Comments: ______________________________________________________________

For use by San Juan County

Approved  *Yes ___  No ___

I certify that I have conducted a review of the information contained in this questionnaire.

* Further detail on attachment: Yes ___ No ___

Name: __________________________________________ Signature: ______________________

Title: ________________________________________ Date: __________ Time: ______

ASSESSMENT QUESTIONNAIRE RETENTION INFORMATION

Permanent Retention File: __________________ Location: ________________________

Date Filed: ________________ Filed By: ________________________________
Standard Form of Agreement Between Owner and Contractor
where the basis of payment is a Stipulated Sum

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

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

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

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

«Bid 17-18-03 Lee Acres Fire Station #2»

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

The Owner and Contractor agree as follows.

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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
10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT
The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than [X] ([X]) days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)
Portion of Work | Substantial Completion Date
---|---

subject to adjustments of this Contract Time as provided in the Contract Documents. (Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

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

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Units and Limitations</th>
<th>Price Per Unit ($0.00)</th>
</tr>
</thead>
</table>

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
</table>

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 25th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than ( days after the Architect receives the Application for Payment. (Federal, state or local laws may require payment within a certain period of time.)

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

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User Notes:
§ 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 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the Contract Sum properly allocable to completed Work as determined by the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of $6.0%$. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;

2. Add 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), less retainage of $6.0%$;

3. Subtract the aggregate of previous payments made by the Owner; and

4. Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

1. Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and

(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surey, if any.)

2. Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

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

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

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

§ 5.2 FINAL PAYMENT

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

1. the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, 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:
ARTICLE 6  DISPUTE RESOLUTION
§ 6.1 INITIAL DECISION MAKER
The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect)

§ 6.2 BINDING DISPUTE RESOLUTION
For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2007
[ ] Litigation in a court of competent jurisdiction
[ ] Other (Specify)

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 A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8  MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

% %

§ 8.3 The Owner’s representative:
(Name, address and other information)

§ 8.4 The Contractor’s representative:
(Name, address and other information)
§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

<table>
<thead>
<tr>
<th>Document</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
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§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

<table>
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<tr>
<th>Section</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
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§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

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§ 9.1.6 The Addenda, if any:

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

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS
The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

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<thead>
<tr>
<th>Type of insurance or bond</th>
<th>Limit of liability or bond amount ($)</th>
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</table>

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

OWNER (Signature)
(Printed name and title)

CONTRACTOR (Signature)
(Printed name and title)
General Conditions of the Contract for Construction

TABLE OF ARTICLES

1 GENERAL PROVISIONS
2 OWNER
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8 TIME
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11 INSURANCE AND BONDS
12 UNCOVERING AND CORRECTION OF WORK
13 MISCELLANEOUS PROVISIONS
14 TERMINATION OR SUSPENSION OF THE CONTRACT
15 CLAIMS AND DISPUTES

ADDITIONS AND DELETIONS:
The author of this document has added information necessary for its completion. The author may also have revised the text of the original AIA Standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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

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

§ 1.1.3 THE WORK
The term “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to accomplish the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT
The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

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

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

§ 1.1.7 INSTRUMENTS OF SERVICE
Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect’s consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER
The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

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

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User Notes:  

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

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

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

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

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE
§ 1.5.1 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submission or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights.

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

§ 1.5 TRANSMISSION OF DATA IN DIGITAL FORM
If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

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

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

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER
§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or
the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

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

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

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

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

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

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK
If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable and just cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR
§ 3.1 GENERAL
§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

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

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.
§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor’s review is made in the Contractor’s capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

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

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

§ 3.4 LABOR AND MATERIALS

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

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

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

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

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

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

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

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

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor’s cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect’s determination or recommendation, that party may proceed as provided in Article 15.

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

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

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

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

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

§ 3.10 CONTRACTOR’S CONSTRUCTION SCHEDULES
§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner’s and Architect’s information a Contractor’s construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect’s approval. The Architect’s approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor’s construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.
§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE
The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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

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

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

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

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

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

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

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be
required to provide professional services in violation of applicable law. If professional design services or
certifications by a design professional related to systems, materials or equipment are specifically required of the
Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria
that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a
properly licensed design professional, whose signature and seal shall appear on all drawings, calculations,
specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings
and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear
such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled
to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or
provided by such design professionals, provided the Owner and Architect have specified to the Contractor all
performance and design criteria that such services must satisfy. Pursuant to Section 3.12.10, the Architect will
review, approve or take other appropriate action on submittals only for the limited purpose of checking for
conformance with information given and the design concept expressed in the Contract Documents. The Contractor
shall not be responsible for the adequacy of the performance and design criteria specified in the Contract
Documents.

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

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

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

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

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

§ 3.16 ACCESS TO WORK
The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever
located.

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

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

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

ARTICLE 4 ARCHITECT
§ 4.1 GENERAL
§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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

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

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

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.
§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION
Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect’s consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect’s responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

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

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

§ 4.2.13 The Architect’s decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.
§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect’s response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS
§ 5.1 DEFINITIONS
§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term “Subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term “Subcontractor” does not include a separate contractor or subcontractors of a separate contractor.

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

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK
§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

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

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

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

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

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS
§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that:

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
§ 6.1 OWNER’S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS
§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner’s own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to those including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

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

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

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

§ 6.2 MUTUAL RESPONSIBILITY
§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor’s construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor’s Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that
the Owner’s or separate contractor’s completed or partially completed construction is fit and proper to receive the Contractor’s Work, except as to defects not then reasonably discoverable.

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

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

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

§ 6.3 OWNER’S RIGHT TO CLEAN UP
If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish the Owner may clean up and the Architect will allocate the cost among those responsible.

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

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

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

§ 7.2 CHANGE ORDERS
§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:
.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

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

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

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

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

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

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

1. Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

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

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

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

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

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

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

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

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.
ARTICLE 8 TIME
§ 8.1 DEFINITIONS
§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

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

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

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

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

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

§ 8.3 DELAYS AND EXTENSIONS OF TIME
§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

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

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

ARTICLE 9 PAYMENTS AND COMPLETION
§ 9.1 CONTRACT SUM
The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

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

§ 9.3 APPLICATIONS FOR PAYMENT
§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.
§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

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

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

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

§ 9.4 CERTIFICATES FOR PAYMENT

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

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

§ 9.5 DECISIONS TO WITHOLD CERTIFICATION

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

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

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

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

§ 9.6 PROGRESS PAYMENTS
§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor’s portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

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

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

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

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

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

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

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

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

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

§ 9.9 PARTIAL OCCUPANCY OR USE
§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner’s property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days’ prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys’ fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to 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 (i) employees on the Work and other persons who may be affected thereby; (ii) the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor’s Subcontractors or Sub-subcontractors; and (iii) other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

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

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

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

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

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

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

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

§ 10.3.2 Upon receipt of the Contractor’s written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Sum shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor’s reasonable additional costs of shut-down, delay and start-up.
§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

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

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

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

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

ARTICLE 11 INSURANCE AND BONDS
§ 11.1 CONTRACTOR'S LIABILITY INSURANCE
§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
.4 Claims for damages sustained by usual personal injury liability coverage;
.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
.7 Claims for bodily injury or property damage arising out of completed operations; and
.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written or an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction.
of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days’ prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect’s consultants as additional insureds for claims caused in whole or in part by the Contractor’s negligent acts or omissions during the Contractor’s operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor’s negligent acts or omissions during the Contractor’s completed operations.

§ 11.2 OWNER’S LIABILITY INSURANCE
The Owner shall be responsible for purchasing and maintaining the Owner’s usual liability insurance.

§ 11.3 PROPERTY INSURANCE
§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder’s risk “all-risk” or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10.2 until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

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

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

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

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

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

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

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

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

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

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days’ prior written notice has been given to the Contractor.

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

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

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner’s duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the
Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If such agreement is not made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner’s exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers on, 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 faithfulness 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, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner’s expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor’s expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor’s obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.
§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

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

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

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

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

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

ARTICLE 13 MISCELLANEOUS PROVISIONS
§ 13.1 GOVERNING LAW
The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

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

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

§ 13.3 WRITTEN NOTICE
Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

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

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.
§ 13.5 TESTS AND INSPECTIONS
§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

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

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

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

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

§ 13.7 TIME LIMITS ON CLAIMS
The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT
§ 14.1 TERMINATION BY THE CONTRACTOR
§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
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

The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days’ written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

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

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE
§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor’s surety, if any, seven days’ written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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

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

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

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE
§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.
§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

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

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

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

§ 14.4.3 In case of such termination for the Owner’s convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term “Claim” also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

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

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

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

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

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User Notes:
§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES
The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION
§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

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

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

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

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.
§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor’s default, the Owner may, but is not obligated to, notify the surety and request the surety’s assistance in resolving the controversy.

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

§ 15.3 MEDIATION
§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION
§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINER
§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an
additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.
SUPPLEMENTARY CONDITIONS OF THE CONTRACT
FOR CONSTRUCTION

The following supplementary conditions modify, change, delete from, or add to the "General Condition of the Contract for Construction," AIA A201-2007. Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph, or Clause shall remain in effect.

In all Contract Documents and Bid Documents (including AIA A101 (2007) and AIA A201 (2007), delete the phrase "Architect/Engineer" and replace with the "San Juan County Representative".

In all Contract Documents and Bid Documents including AIA A101 (2007) and AIA A201 (2007), any reference to performance and payment bonds shall be disregarded for this project, if the bid amount does not exceed $25,000.

ARTICLE 1
GENERAL PROVISIONS
PARAGRAPH 1.1
BASIC DEFINITIONS

Add the following Subparagraph 1.1.9:

1.1.9 Miscellaneous Definitions
1.1.9.1 Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.

1.1.9.2 "Furnish" means "furnish only." Materials or items to be furnished shall be consigned to the Contractor and delivered to the site.

1.1.9.3 "Install," means "install only" materials or items furnished by other trades. Such materials or items shall be received at the site, unloaded, stored, protected, and installed in place, including connections, auxiliary items, and other work required for a complete and functioning installation, unless any such work is specifically excluded.

1.1.9.4 "Provide," means "furnish and install."

ARTICLE 1
GENERAL PROVISIONS
PARAGRAPH 1.2
CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add the following Subparagraph 1.2.4 to Paragraph 1.2:

1.2.4 In the case of an inconsistency between Drawings and Specifications or within all Documents not clarified by Addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation.
ARTICLE 2
OWNER
PARAGRAPH 2.1
GENERAL

Subparagraph 2.1.1 is hereby deleted and replaced with the following Subparagraph:

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 serve as a liaison between the Owner and the Contractor, and who shall be referred to herein as the "Owner's Representative." The "Owner's Representative" is a person designated by the Owner to oversee the project on behalf of the Owner. The Owner's Representative referred to in the Contract Documents shall have authority to bind the Owner only with respect to matters of design or aesthetics. The Owner's Representative shall have no authority to bind the Owner to contracts, approve Change Orders, agree to Substantial Completion, or other contractual matters. Except as otherwise provided in Subparagraph 4.2.1, the Architect shall have no authority to bind the Owner with respect to any matter which requires the Owner's approval or authorization. The term "Owner" means the Owner or a person who has been delegated authority to execute contracts on behalf of the governing body of the Owner.

ARTICLE 3
CONTRACTOR
PARAGRAPH 3.3
SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following Subparagraph 3.3.4 to Paragraph 3.3 to read as follows:

3.3.4 The Contractor shall be licensed to execute the Work under applicable licensing statutes of the State of New Mexico and other applicable regulatory agencies. The Contractor, and its subcontractors shall comply with Federal, State and County regulations when applicable. All labor and materials shall meet all applicable codes. The Contractor shall comply with San Juan County policies and procedures in secure areas. Construction personnel shall be subject to search and security clearance.

ARTICLE 3
CONTRACTOR
PARAGRAPH 3.4
LABOR AND MATERIALS

Add the following Subparagraph 3.4.3.1 to Paragraph 3.4.3:

3.4.3.1 The Owner may, by notice in writing, require the Contractor to remove from the Work any employee the Owner deems incompetent, careless or otherwise objectionable.

ARTICLE 3
CONTRACTOR
PARAGRAPH 3.4
LABOR AND MATERIALS

Add the following Subparagraph 3.4.4 to Paragraph 3.4:

3.4.4 By making a request for a substitution pursuant to Subparagraph 3.4.2, the Contractor:

.1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all
.2 represents that the Contractor will provide the same warranty for the substitute product as the Contractor would for the product actually specified; 
.3 certifies that the cost data presented is complete and includes all related costs, and the Contractor waives all claims for additional costs related to the substitution which subsequently become apparent; and 
.4 agrees to coordinate installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

ARTICLE 3
CONTRACTOR
PARAGRAPH 3.4
LABOR AND MATERIALS

Add the following Subparagraph 3.4.5 to Paragraph 3.4:

3.4.5 Wage rates are required on this Project if the bid amount exceeds $60,000. Employees of any Contractor or Subcontractor participating in the work shall be paid not less than the minimum wage rates of the State of New Mexico as published by the State Labor and Industrial Commission.

.1 Pursuant to Section 13-4-11(A) NMSA 1978, the Contractor and subcontractors shall pay all mechanics and laborers employed on the site of the project unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates not less than those stated in the minimum wage rates issued for the project.

.2 Contractor shall comply fully with the requirements set forth in the Public Works Minimum Wage Act Policy Manual, 11 NMAC 1.1 et seq., and the Wage Decision Packet issued by the State of New Mexico Department of Workforce Solutions.

.3 The General Contractor, Subcontractors and all tier Subcontractors must be registered with the Labor and Industrial Division in accordance with Public Works Minimum Wage Act, Section 13-4-10 13.1 NMSA 1978.

.4 Contractor and all Subcontractors shall comply with the requirements listed in the Project Manual.

ARTICLE 3
CONTRACTOR
PARAGRAPH 3.7
PERMITS, FEES AND NOTICES

Add the following Subparagraphs 3.7.6 and 3.7.7 to Paragraph 3.7:

3.7.6 The Contractor shall be licensed to execute the Work of this Contract in accordance with applicable licensing statutes of the State of New Mexico and other applicable regulatory agencies. The Contractor and his/her Subcontractors shall also comply with Federal, State, tribal and local regulations, as applicable. The Contractor shall comply with the Owner’s policies and procedures regarding secure areas. The Contractor and his/her Subcontractors and their respective employees may be subject to search-and-security clearance.

3.7.7 Notice is given that the Procurement Code, Sections 13-1-21 through 13-1-1997 NMSA, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
ARTICLE 3
CONTRACTOR
PARAGRAPH 3.10
CONTRACTOR’S CONSTRUCTION SCHEDULES

Add the following Subparagraph 3.10.4 to Paragraph 3.10:

3.10.4 The Contractor shall, at the end of every week, or at other mutually agreed intervals submit Daily Reports to the Owner (by facsimile or original), a report stating: labor forces on-site, areas worked, any potential schedule or coordination problems, material deliveries received, site visitors, and other relevant information required by the Owner.

ARTICLE 3
CONTRACTOR
PARAGRAPH 3.18
INDEMNIFICATION

Subparagraph 3.18.1 is hereby deleted and replaced with the following Subparagraph:

3.18.1 To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by Project Management Protective Liability insurance purchased by the Contractor in accordance with Paragraph 11.3, the Contractor shall indemnify and hold harmless the Owner, its Elected Officials, employees and agents, the Architect, the Architect’s consultants, and agents and employees, from and against any and all claims arising out of any asserted negligent act, error or omission of the Contractor, its officers, employees, Subcontractors or agents, including but not limited to attorney’s fees, which arises in any way from this Agreement or the Contractor’s activities hereunder. The indemnity agreed to in this paragraph shall not extend to the preparation of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the Owner, or the agents or employees of the Owner, or the giving of or the failure to give directions or instructions by the Owner, or the agents or employees of the Owner, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

ARTICLE 4
ARCHITECT

Delete the word “Architect” each time it appears in the Contract Documents, and replace it with the phrase “Owner’s Representative.”

ARTICLE 5
SUBCONTRACTORS
PARAGRAPH 5.2
AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

Paragraph 5.2 is hereby deleted in its entirety including Subparagraphs 5.2.1 through 5.2.4, inclusive. These requirements are specified in the Bidding Documents.
ARTICLE 5
SUBCONTRACTORS
PARAGRAPH 5.3
SUBCONTRACTUAL RELATIONS

Paragraph 5.3 is hereby amended with the addition of the following Subparagraph:

5.3.2 The Contractor shall, on a daily basis, coordinate and review each Subcontractor's work for compliance with Contract Documents. The Contractor shall be solely responsible for coordination of the Work between trades and Subcontractors.

ARTICLE 7
CHANGES IN THE WORK
PARAGRAPH 7.1
GENERAL

Paragraph 7.1 is hereby amended with the addition of the following Subparagraph:

7.1.4 The Contractor shall notify the Owner within 10 days of a discovery of a changed condition or of a Contractor-initiated Change Order request. The Contractor shall respond to a proposed Construction Change Directive, Change Order, or other instruments used to effect changes in the Work within 10 days; otherwise, the Contractor shall waive his/her right of recovery.

ARTICLE 8
TIME
PARAGRAPH 8.2
PROGRESS AND COMPLETION

Paragraph 8.2 is hereby amended with the addition of the following Subparagraph 8.2.4:

8.2.4 The Owner may require the Contractor to take such measures or adopt such methods as may be necessary in the Owner's opinion to obtain and maintain satisfactory progress when, in the Owner's judgment, the Work is not proceeding in accordance with the approved progress schedule or otherwise at a reasonable rate to achieve Substantial Completion within the time frame set by the Contract Documents. The Contractor shall not receive any additional compensation if the Owner imposes such a requirement. The failure of the Owner to require such measures pursuant to this Subparagraph shall not relieve the Contractor of his obligation to secure the rate of progress necessary to complete the Work within the time required of the Contract Documents.

Add the following Paragraph 8.2.5 to Paragraph 8.2:

8.2.5 In the event that the Contractor fails or, in the judgment of the Owner or Architect fails (except for causes as outlined in A201 Paragraph 8.3.1), to complete a critical portion of Work on time or to complete a contractual milestone or completion date as evidenced by the latest update of the Project Construction Schedule Report, the Owner shall have the right to impose any or all of the following options:

.1 Require the Contractor to substantiate his capability to "get back on schedule within ten (10) working days".
.2 Require the Contractor to increase his work force, work overtime, and/or extra shifts, and do whatever else is required by the Owner until Contractor gets back on schedule as established by the Project Construction Schedule Report (including any updates thereto), such measures being at no extra cost to Owner.
.3 Withhold progress payment, or portions thereof, until such time as the Contractor returns to the approved schedule.
ARTICLE 8
TIME
PARAGRAPHS 8.3
DELAYS AND EXTENSIONS OF TIME

Subparagraph 8.3.3 shall be deleted in its entirety and replaced with the following Subparagraph:

8.3.3 The Contractor agrees to make no claim for damages for delay in the performance of this Contract occasioned by any act or omission of the Owner or any of its representatives, and agrees that any such Claim shall be fully compensated for only through an extension of time to complete the performance of the Work as provided herein.

Add the following Subparagraphs 8.3.4 and 8.3.5 to Paragraph 8.3:

8.3.4 Any claims for extension of time shall be made in writing to the Owner, Construction Manager and Architect not more than twenty-one (21) days after commencement of the delay; otherwise it shall be waived. The Contractor shall provide the best estimate that can reasonably be developed at the time, of the probable effect of such delay on the progress of work at the time of notice.

8.3.5 Extensions of the contract completion time will be made for delays due to weather conditions only when such conditions are more severe and extended than those reflected by the ten-year average for the month as evidenced by the Climatological Data, U.S. Department of Commerce, for the project area, and only if a request for such an extension of time is received within twenty-one (21) days of the first date of each weather delay. The extension of contract completion time for weather conditions will occur only in the event that the weather in question affected critical activities on the most current Project Construction Schedule.

8.3.6 Any claims for extension of time shall be made in writing to the Owner, Construction Manager and Architect not more than twenty-one (21) days after commencement of the delay; otherwise it shall be waived. The Contractor shall provide the best estimate that can reasonably be developed at the time, of the probable effect of such delay on the progress of work at the time of notice.

ARTICLE 8
TIME
PARAGRAPHS 8.4
RESPONSIBILITY FOR PROGRESS AND COMPLETION

Add the following new Paragraph 8.4:

8.4 RESPONSIBILITY FOR PROGRESS AND COMPLETION

8.4.1 The Contractor shall furnish such manpower, materials, facilities, and equipment and shall work such hours, including night shifts, overtime operations, and Sundays and/or Holidays, as may be necessary to ensure the progress and completion of both the Work and the Project as reflected by the currently updated Project Construction Schedule (as may be modified and approved from time to time). If either the Work or the Project actually in place falls behind, impacting the Substantial or Final Completion date of the project, as reflected by the currently updated Project Construction Schedule (except for causes as outlined in A201
Paragraph 8.3.1), the Contractor agrees that s/he will, as necessary, take some or all of the following actions at no additional cost to the Owner or Architect, as required to substantially remedy, in the judgment of the Owner, the timely execution of Work on the Project:

.1 Increase manpower in quantities and crafts as necessary;

.2 Increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment, or any combination of the foregoing; and/or

.3 Reschedule activities to achieve maximum practical concurrence of accomplishment; and

.4 The Owner may require the Contractor to submit a new schedule. If the revised schedule proposed is not satisfactory, the Owner may require revisions until it is determined to be satisfactory, in order to make up the difference in actual versus scheduled progress.

.5 Do whatever else is reasonably required by the Owner.

.6 Failure of the Contractor to substantially comply with the requirements of Paragraph 8.4 shall be considered grounds for a determination by the Owner that the Contractor is in breach of this Contract by failing to prosecute the Work so as to ensure its completion and that of the Project within both the Contract Time and the updated Project Construction Schedule.

ARTICLE 9
PAYMENTS AND COMPLETION
PARAGRAPH 9.1
CONTRACT SUM

Paragraph 9.1 shall be amended with the addition of the following Subparagraph 9.1.2:

9.1.2 Liquidated Damages. If the Work is not substantially completed within the time required by the Contract, the Contractor shall pay to the Owner, or the Owner may offset from any amount then due and payable under the Contract Documents, liquidated damages in the amount of ($250.00) for each day that the Work is not Substantially Complete, as liquidated damages and not as a penalty.

ARTICLE 9
PAYMENTS AND COMPLETION

PARAGRAPH 9.2
SCHEDULE OF VALUES

Subparagraph 9.2.1 is deleted in its entirety and replaced with the following Subparagraph:

9.2.1 Before the first Application for Payment, the Contractor shall submit to the Architect a Schedule of Values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. The Schedule of Values shall be prepared in such a manner that each major item of the Work and each subcontracted item of the Work is shown as a single line item on AIA G702 (current edition), and shall be the basis for the Contractor's Applications for Payment. The Continuation Sheet and the Schedule of Values shall be submitted in duplicate.
ARTICLE 9
PAYMENTS AND COMPLETION
PARAGRAPH 9.3
APPLICATION FOR PAYMENT

Subparagraph 9.3.1 shall be deleted in its entirety and replaced with the following Subparagraph:

9.3.1 Each application for Payment covering work, material and equipment completed, delivered or stored during a period ending on the twenty-fifth day of each month shall be recorded on AIA G702 (most current edition) and on the Continuation Sheet, and submitted in duplicate to the Architect no later than the thirtieth (30th) day of each month. Each Application for Payment shall be notarized and shall be supported by such data or documents such as copies of requisitions from Subcontractors and material suppliers as the Owner may require to substantiate the Contractor's right to payment.

ARTICLE 9
PAYMENTS AND COMPLETION
PARAGRAPH 9.6
PROGRESS PAYMENTS

Subparagraph 9.6.1 shall be deleted in its entirety and replaced with the following Subparagraph:

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. Payment for amounts due shall be paid within twenty-one days after the Owner receives an undisputed request for payment unless the Contract Documents provide for a payment later than twenty-one days.

ARTICLE 9
PAYMENTS AND COMPLETION
PARAGRAPH 9.10
FINAL COMPLETION AND FINAL PAYMENT

Subparagraph 9.10.1 shall be deleted in its entirety and replaced with the following Subparagraph:

9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted on the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Subparagraph 9.10.2 as precedent to the Contractor being entitled to final payment have been fulfilled. However, a Certificate of Final Payment will not be issued until the Contractor has submitted to the Owner the fully executed "Consent of Surety Company to final Payment" written on AIA G707 (most current edition) and the "Contractor's Affidavit of Payment of Debts and Claims" written on AIA G706 (most current edition), in duplicate.

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY
PARAGRAPH 10.1
SAFETY PRECAUTIONS AND PROGRAMS

Paragraph 10.1 is hereby amended with the addition of the following Subparagraph:

10.1.2 All Contractors and subcontractors shall comply with the San Juan County Safety and Compliance Contractor Safety Verification Program, a copy of which is available from
the San Juan County Safety and Compliance Manager, or at the San Juan County Safety and Compliance Manager’s option, the Contractor shall provide a Project-specific Safety Plan.

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY
PARAGRAPH 10.2
SAFETY OF PERSONS AND PROPERTY

Subparagraph 10.2.8 is hereby deleted and replaced with the following Subparagraph 10.2.8:

10.2.8 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not to exceed 21 days after discovery. The notice shall provide sufficient details to enable the other party to investigate the matter. However, nothing in this Subparagraph or in the Contract Documents shall be construed as waiving defenses available to the Owner under the common law or statutory doctrines of sovereign immunity. The Owner shall be responsible for Claims arising from personal injury or property damage only to the extent specifically required by the New Mexico Tort Claims Act N.M.S.A. 1978, Section 41-4-1 et seq. (as amended).

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY
PARAGRAPH 10.3
HAZARDOUS MATERIALS

Subparagraph 10.3.6 is hereby deleted in its entirety.

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY
PARAGRAPH 10.5
INDEMNITY

A new Paragraph 10.5 shall be added to Article 10, as follows:

10.5 Indemnity. The Contractor shall indemnify and hold the Owner, its Elected Officials, employees and agents, from and against any and all claims arising out of any asserted negligent act, error or omission of the Contractor, its officers, employees, Subcontractors or agents which arises in any way from this Agreement or the Contractor’s activities hereunder. The indemnity agreed to in this paragraph shall not extend to the preparation of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the Owner, or the agents or employees of the Owner, or the giving of or the failure to give directions or instructions by the Owner, or the agents or employees of the Owner, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

ARTICLE 11
INSURANCE AND BONDS
PARAGRAPH 11.1
CONTRACTOR’S LIABILITY INSURANCE

Subparagraph 11.1.1 is hereby amended with the addition of Clause 11.1.1.9:

.9 Liability insurance shall include all major divisions of coverage and be on a comprehensive through completed operations basis including:
.1 Premises and Operation (including X, C, and U coverages as applicable).
.2 Independent Contractors' Protective.
.3 Products and Completed Operations.
.4 Personal Injury Liability with Employment Exclusions deleted.
.5 Broad Form Property Damage including Completed Operations.
.6 Owned, non-owned, and hired motor vehicles, liability symbol 1.

Subparagraph 11.1.2 shall be deleted in its entirety and replaced with the following Subparagraph:

11.1.2 The insurance required by Subparagraph 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. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment. The Owner shall be named as an additional insured by endorsement to the Contractor's General Liability and Automobile Liability policies. The policies shall be written for not less than the limits stated in Subparagraph 11.1.5 or greater if required by law.

Subparagraph 11.1.3 shall be deleted in its entirety and replaced with the following Subparagraph:

11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These certificates and the insurance policies required by this Paragraph 11.1.3 shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. If any of the foregoing insurance coverage is required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subparagraph 9.10.2. 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 in accordance with the Contractor's information and belief. If the insurance is written on the Comprehensive General Liability policy form, the form ("Certificate of Insurance") shall be ACORD Form 25. The certificate shall show the Owner as an additional insured. Copies of the policy and the certificate shall both be provided to Owner prior to the execution of the Agreement.

Paragraph 11.1 shall be amended with the addition of the following Subparagraph 11.1.5:

11.1.5 Consistent with the New Mexico Tort Claims Act, the insurance required by Subparagraph 11.1.1 shall be written for not less than the limits of liability specified in the following Clauses, or required by law, whichever coverage is greater:

.1 Worker's Compensation:
   a) State: Statutory
   b) Employees Liability:
      $1,000,000 per accident
      $1,000,000 Disease, Policy Limit
      $1,000,000 Disease, Each Employee

.2 Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage):
a) Bodily Injury and Property Damage:
   $1,000,000, combined single limit each Occurrence
   $2,000,000, general aggregate (if applicable)

b) Products and Completed Operation to be maintained for two years after final payment.

.3 Contractual Liability: Bodily Injury and Property Damage: $1,000,000, combined single limit each occurrence.

.4 Personal Injury, with Employment Exclusion deleted: $1,000,000, aggregate.

.5 Business Auto Liability (including owned, non-owned, and hired vehicles): Bodily Injury and Property Damage: $1,000,000, each occurrence.

.6 If the General Liability coverage is provided by a Commercial Liability policy, the:

   a) General Aggregate shall be not less than $2,000,000 and it shall pertain to this project only.

   b) The Fire Damage Limit shall be not less than $50,000 on any one fire.

   c) The Medical Expense Limit shall be not less than $5,000 on any one person.

ARTICLE 11
INSURANCE AND BONDS
PARAGRAPH 11.3
PROPERTY INSURANCE

Subparagraphs 11.3.1, 11.3.1.1, 11.3.1.2, and 11.3.1.3 shall be deleted in their entirety and shall be replaced with the following Subparagraphs 11.3.1, 11.3.1.1, 11.3.1.2, and 11.3.1.3.

11.3.1 The CONTRACTOR shall secure, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property written on a builder's risk "All Risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of all 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 the beneficiaries of such insurance, during the CONTRACT TIME until work is accepted by Owner. This policy shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project. The policy shall also contain Completed Operations coverage, which coverage shall survive the acceptance of the work for a period of not less than two (2) years.

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, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, theft, earthquake, flood, windstorm, falsework, smoke, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any 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.

ARTICLE 11
INSURANCE AND BONDS
PARAGRAPH 11.3
BOILER AND MACHINERY INSURANCE

Subparagraph 11.3.2 shall be deleted in its entirety and shall be replaced with the following Subparagraph 11.3.2.

11.3.2 The CONTRACTOR 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.

ARTICLE 11
INSURANCE AND BONDS
PARAGRAPH 11.3
WAIVERS OF SUBROGATION

The word "Owner" at the end of the first sentence of Subparagraph 11.3.7 shall be deleted and shall be replaced with the word "Contractor".

Subparagraph 11.3.8 shall be deleted in its entirety and shall be replaced with the following Subparagraph 11.3.8.

11.3.8 A loss insured under the Contractor's property insurance shall be adjusted by the Contractor as fiduciary and made payable to the Contractor as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and 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.

Subparagraph 11.3.9 shall be deleted in its entirety and shall be replaced with the following Subparagraph 11.3.9.

If required in writing by a party in interest, the Contractor as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Contractor's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Contractor shall deposit in a separate account proceeds so received, which the Contractor shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

Subparagraph 11.3.10 shall be deleted in its entirety and shall be replaced with the following Subparagraph 11.3.10.

The Contractor as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Contractor's exercise of this power, if such
objection is made, the dispute shall be resolved in the manner selected by the 
Owner and Contractor as the method of binding dispute resolution in the 
Agreement. If the Owner and Contractor have selected arbitration as the method 
of binding dispute resolution, the Contractor as fiduciary shall make settlement 
with insurers or, in the case of a dispute over distribution of insurance proceeds, 
in accordance with the directions of the arbitrators.

ARTICLE 11
INSURANCE AND BONDS
PARAGRAPH 11.4
PERFORMANCE BOND AND PAYMENT BOND

Subparagraph 11.4.1 shall be deleted in its entirety and shall be replaced with the following:
Subparagraphs 11.4.1, 11.4.1.1, and 11.4.1.2:

11.4.1 The Contractor shall furnish bonds concerning faithful performance of the Contract 
and payments of obligations arising thereunder. Bonds may be obtained through the 
Contractor's usual source and the cost thereof shall be included in the Contract Sum. The 
amount of each bond shall be equal to one hundred percent (100%) of the Contract Sum. 
The Contractor shall deliver the performance and payment bonds to the Owner not later 
than ten (10) days after the bid is awarded to the Contractor, or, if the Work is to be 
commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the 
commencement of the Work, submit evidence satisfactory to the Owner that such bond 
will be furnished. The bonds shall be affixed with the certified and current copy of the 
Power of Attorney of the person executing the Bond on behalf of the Surety, and shall be 
written on AIA A312 (most current edition). Each Surety must be U.S. Treasury listed, 
licensed in New Mexico and have an A.M. Best rating of A minus VII or better.

11.4.1.1 Subcontractor shall provide to the General Contractor a Performance and 
Payment Bond on a New Mexico public works project if the Subcontractor's 
Contract for work to be performed on the project is one hundred twenty five 
thousand dollars ($125,000) or more pursuant to NMSA 1978, § 13-1-148.1 (2007). The 
bonds shall be affixed with the certified and current copy of the Power of Attorney of 
the person executing the Bond on behalf of the Surety, and shall be written on AIA A312 
(most current edition). Each Surety must be U.S. Treasury listed, licensed in New Mexico 
and have an A.M. Best rating of A minus VII or better.

11.4.1.2 In the event that a change order is executed that increases the Contract Sum by 
25% or more, the performance and payment bonds shall be revised to an amount to equal 
one hundred percent (100%) of the revised Contract Sum. The revised bonds shall be 
affixed with the certified and current copy of the Power of Attorney of the person executing 
the Bond on behalf of the Surety, and shall be written on AIA A312 (most current edition). 
Copies of the revised bonds shall be provided to the Owner.

ARTICLE 13
MISCELLANEOUS PROVISIONS
PARAGRAPH 13.1
GOVERNING LAW

Subparagraph 13.1 shall be deleted in its entirety and replaced with the following Subparagraph:

13.1 The Contract shall be governed by the laws of the State of New Mexico, and any 
action to enforce terms and conditions herein shall be brought only in the courts having 
jurisdiction in San Juan County, New Mexico.

ARTICLE 14
TERMINATION OR SUSPENSION OF THE CONTRACT
PARAGRAPH 14.2
TERMINATION BY THE OWNER FOR CAUSE
Add new Subparagraphs 14.2.5 and 14.2.6 to read as follows:

14.2.5 In addition to the grounds for termination set forth elsewhere in the Bid Documents or in the Contract Documents, any Contract awarded may be terminated if sufficient appropriations or authorizations exist. San Juan County's decision concerning whether sufficient appropriations or authorizations exist will be final.

14.2.6 This contract may also be terminated pursuant to Section 13-4-13 NMSA 1978 in the event that the Director of the Labor and Industrial Division of the New Mexico Department of Labor finds that any laborer or mechanic employed on the site of the project has been, or is being paid as a result of a willful violation a rate of wages less than the rate of wages required by Section 13-4-11 NMSA 1978, provided written notice is given by Owner to the Contractor or subcontractor. A party receiving such notice shall have the right to appeal afforded by Section 13-4-13 NMSA 1978.

ARTICLE 15
CLAIMS AND DISPUTES
PARAGRAPH 15.1
CLAIMS

Subparagraph 15.1.6 is hereby deleted and replaced with the following Subparagraph:

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

.1 damages incurred by the Owner for rental expense, loss of use, income, profit, financing, business and reputation, and for loss of a management or employee productivity or of the services of such person; and

.2 damages incurred by the Contractor for principal office expense including compensation of personnel stationed there, loss of financing, business and reputation, and for loss of profit. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Subparagraph 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents. However, nothing in this paragraph or in the Contract Documents shall be construed as waiving defenses available to the Owner under the common law or statutory doctrines of sovereign immunity. The Owner shall be responsible for Claims arising from personal injury or property damage only to the extent specifically required by the New Mexico Tort Claims Act N.M.S.A. 1978, Section 41-4-1 et seq. (as amended).

ARTICLE 15
CLAIMS AND DISPUTES
PARAGRAPH 15.3
MEDIATION

This Paragraph is deleted in its entirety, together with Subparagraphs 15.3.1, 15.3.2, and 15.3.3.

ARTICLE 15
CLAIMS AND DISPUTES
PARAGRAPH 15.4
ARBITRATION

Subparagraphs 15.4.1 is hereby deleted in its entirety and replaced with the following Subparagraph:
15.4.1 Claims Subject to Arbitration. If the parties agree, then any Claim arising out of or related to the Contract or the breach thereof, except a Claim relating to aesthetic effect and except a Claim which has been waived pursuant to Subparagraph 15.1.6 or any other provision of the Contract Documents, shall be settled by binding arbitration pursuant to this Paragraph. Any Claim upon which the Architect has given notice and rendered a decision as provided in Subparagraph 15.2.5 shall be subject to arbitration upon agreement of the parties. Alternatively, arbitration may be commenced when 45 days have passed after a Claim has been referred to the Architect as provided in Paragraph 15.2 and no decision has been rendered. Any Claim which the parties agree to arbitrate shall be arbitrated in accordance with the New Mexico Uniform Arbitration Act, N.M.S.A. 1978, Section 44-7A-1 et seq. (2001). A single arbitrator shall be appointed to hear the arbitration, and shall be selected by agreement of the parties. If the parties cannot agree on an arbitrator, then the arbitrator shall be selected by the Chief Judge of the Eleventh Judicial District Court, State of New Mexico. Notice of a request for arbitration shall be filed in writing with the other party of this agreement, and a copy shall be filed with the Architect. The request shall be made within a reasonable time, but in no event shall the request for arbitration be made after the date when institution of legal or equitable proceedings based on such claims or controversies would be barred by the applicable statute of limitations.

Paragraph 15.4 is amended with the addition of the following Subparagraph 15.4.5:

15.4.5 Mediation. In addition to and prior to arbitration and so long as the condition precedents set forth in Subparagraph 15.2.1 is satisfied, the parties may endeavor to settle disputes by mediation, either formally through use of the Construction Industry Mediation rules of the American Arbitration Association then currently in effect, or informally through use of other reasonable rules or procedures. A request for mediation shall be filed in writing with the other party and with the Architect. A request for mediation shall be made within a reasonable time after the Claim has arisen, but in no event shall a request for mediation be made after the date when institution of or equitable proceedings based on a Claim would be barred by the applicable statute of limitations.
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Payment Bond

CONTRACTOR: (Name, legal status and address)

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

OWNER: (Name, legal status and address)

CONSTRUCTION CONTRACT
Date: [MM/DD/YY]
Amount: $ [XX]
Description: (Name and location)
Bid 17-18-03 Lee Acres Fire Station #2

BOND
Date: [MM/DD/YY]
Amount: $ [XX]
Modifications to this Bond: [ ] [XX] [ ]
None [ ] [XX] See Section 18

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

SURETY
Company: (Corporate Seal)
Signature: ____________________________________________
Name and Title: ____________________________________________

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

(Agent or Broker)

(Owner's Representative)

(For Information Only — Name, address and telephone)

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have removed the text of the original AIA Standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed:

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

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

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User Notes:

(925315949)
§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

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

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section §1.2 or §2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

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

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

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

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

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

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

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

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

§ 18 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL
Company: ____________________________  (Corporate Seal)

Signature:
Name and Title: ____________________________
Address: ____________________________

SURETY
Company: ____________________________  (Corporate Seal)

Signature:
Name and Title: ____________________________
Address: ____________________________
DRAFT AIA® Document A312™ – 2010

Performance Bond

CONTRACTOR:  
(Name, legal status and address)

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

OWNER:  
(Name, legal status and address)

CONSTRUCTION CONTRACT  
Date: 
Amount: $ 
Description:  
(Name and location)

BOND  
Date:  
(Not earlier than Construction Contract Date)
Amount: $ 
Modifications to this Bond:  
None  
See Section 16

CONTRACTOR AS PRINCIPAL  
Company:  
(Corporate Seal)

SURETY  
Company:  
(Corporate Seal)

Signature:  
Name and  
Title:  
(Any additional signatures appear on the last page of this Performance Bond)

FOR INFORMATION ONLY — Name, address and telephone

AGENT or BROKER:  

OWNER'S REPRESENTATIVE:  
(Architect, Engineer or other party)

ADDITIONS AND DELETIONS:  
The author of this document has added information needed for its completion. The author may also have simplified the text of the original AIA® Standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.
§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for
1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
2 additional legal, design professional and delay costs resulting from the Contractor’s Default, and resulting from the actions or failure to act of the Surety under Section 5; and
3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

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

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

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

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

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

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

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

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

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

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

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.
§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal) Company: (Corporate Seal)
Signature: Signature:
Name and Title: Address: Name and Title: Address:
NOTICE OF AWARD

OWNER: COUNTY OF SAN JUAN
213 S. Oliver Drive
Aztec, NM 87410

DATE: TBD

PROJECT NO: BID 17-18-03

CONTRACTOR:

PROJECT:
Lee Acres Fire Station #2
433 CR 5500
Bloomfield, NM 87413

The Owner has considered the bid submitted by you for the above described work in response to its advertisement for bids dated August 9, 2017 and instruction to bidders.

You are hereby notified that your bid has been accepted for the above described project in the amount shown:

Lump Sum Base Bid Amount:
Alternate No. 1: Install EIFS on West Side of Building
Gross Receipt Taxes:
Total Bid Amount:

You are required by the contract documents to execute the agreement and furnish the required certificate of insurance, performance bond, and material & labor bond within ten (10) calendar days from date of this notice to you.

If you fail to execute said agreement within ten (10) calendar days from the date of this notice, said owner will be entitled to consider all your rights arising out of the owners acceptance of your bid as abandoned. The owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the owner.

CONTRACTOR:

COUNTY OF SAN JUAN

BY: ____________________________
TITLE: __________________________
DATE: __________________________

OWNER:

COUNTY OF SAN JUAN

BY: ____________________________
TITLE: __________________________
DATE: __________________________

DIANA BAKER-CHAPMAN
PROCUREMENT MANAGER

RETURN SIGNED COPY TO SAN JUAN COUNTY
OFFICE OF CENTRAL PURCHASING
NOTICE TO PROCEED

OWNER: COUNTY OF SAN JUAN
213 S. Oliver Drive
Aztec, NM 87410

DATE: TBD

PROJECT NO: 17-18-03

PROJECT:
Lee Acres Fire Station #2
433 CR 5500
Bloomfield, NM 87413

The Contractor is hereby notified to commence work in accordance with the agreement dated TBD, and the Contractor is required to complete the above referenced project within TBD calendar days from the date of issuance of the Notice to Proceed.

An acknowledgement copy of this Notice to Proceed must be returned to the Owner.

CONTRACTOR:

BY: ________________________
TITLE: ________________________
DATE: ________________________

OWNER:
COUNTY OF SAN JUAN

BY: DIANA BAKER-CHAPMAN
PROCUREMENT MANAGER

RETURN SIGNED COPY TO SAN JUAN COUNTY
OFFICE OF CENTRAL PURCHASING
CHANGE ORDER PROCEDURES

PART 1 GENERAL.

1.1 REQUIREMENTS INCLUDED

A. Promptly implement Change Order procedures.
   1. Provide full written data required to evaluate changes.
   2. Maintain detailed records of work done on a time-and-material/force account basis.
   3. Provide full documentation to the designated San Juan County Representative upon request.

B. Designate in writing the member of Contractor's organization:
   1. Who is authorized to accept changes in the work.
   2. Who is responsible for informing others in the Contractor's employ of the authorization of changes in the Work.

C. Owner will designate in writing the person who is authorized to execute Change Orders on behalf of San Juan County.

1.2 RELATED REQUIREMENTS

A. Agreement: The amounts of established unit prices.

B. Conditions of the Contract:
   1. Methods of determining cost or credit to Owner resulting from changes in Work made on a time and material basis.
   2. Contractor's claims for additional costs.

D. Section 00810: Modifications to General Conditions.
E. Section 01152: Applications for Payment.
F. Section 01310: Construction Schedules.
G. Section 01630: Substitutions.
H. Section 01720: Project Record Documents.

1.3 DEFINITIONS

A. Modification Change Request: See General Conditions

B. Change Order: A written order to the Contractor, signed by Owner's designated representative, which amends the Contract Documents as described, and authorizes Contractor to proceed with a change which affects the Contract Sum or the Contract Time, for inclusion in a subsequent Change Order.

C. Architect's Supplemental Instructions, AIA Document G710. A written order, instructions, or interpretations, signed by the San Juan County Representative making minor changes in the Work not involving a change in Contract Sum or Contract Time.

1.4 PRELIMINARY PROCEDURES

A. Owner or San Juan County Representative may initiate changes by submitting a Proposal Request to Contractor. Request will include:
   1. Detailed description of the Change, Products, and location of the change in the Project.
   2. Supplementary or revised Drawings and Specifications.
   3. The projected time span for making the change, and a specific
statement if overtime work is authorized.
4. A specific period of time during which the requested price will be
   considered valid.
5. Such request is for information only, and is not an instruction to
   execute the changes, nor to stop Work in progress.

B. Contractor may initiate changes by submitting a written notice to
   San Juan County Representative, containing:

   1. Description of the proposed changes.
   2. Statement of the reason for making the changes.
   4. Statement of the effect on the work of separate contractors.
   5. Documentation supporting any change in Contract Sum or Contract Time,
      as appropriate.

1.5 CONSTRUCTION CHANGE AUTHORIZATION

A. In lieu of Proposal Request, San Juan County Representative may issue a construction
   change authorization for Contractor to proceed with a change for subsequent inclusion in
   Change Order.

B. Authorization will describe changes in the Work, both additions and
   deletions, with attachments of revised Contract Documents to define
   details of the change, and will designate the method of determining any
   change in the Contract Sum and any change in Contract Time.

C. Owner or San Juan County Representative will sign and date the Construction
   Change Authorization as authorization for the Contractor to proceed with the
   changes.

   Contractor may sign and date the Construction Change Authorization to
   indicate agreement with the terms therein.

1.6 DOCUMENTATION OF PROPOSALS AND CLAIMS

A. Support each quotation for a lump-sum proposal, and for each unit price
   which has not previously been established, with sufficient substantiating
   data to allow San Juan County Representative to evaluate the quotation.

1. CONTRACTOR SHALL PROVIDE WRITTEN DOCUMENTATION AND COST
   PROPOSALS WITHIN 10 DAYS OF RECEIPT OF ANY PROPOSAL
   REQUEST, CONSTRUCTION CHANGE AUTHORIZATION. IF WRITTEN
   DOCUMENTATION IS NOT RECEIVED BY SAN JUAN COUNTY
   REPRESENTATIVE WITHIN 10 DAYS, NO EXTRA CHARGES OR
   INCREASES IN CONTRACT TIME WILL BE ALLOWED.

2. Contractor shall submit breakdown of costs on enclosed form.

B. Unless specified otherwise, provide data to support time and cost computations:
   1. Labor required.
   2. Equipment required.
   3. Products required.
      a. Recommended source of purchase and unit cost.
      b. Quantities required.
   4. Taxes, insurance and bonds.
   5. Credit for work deleted from Contract, similarly documented.
   6. Overhead and profit.
   8. Use copies of form at end of this section.
   9. Each Sub-Contractor and the General Contractor shall submit breakdown
      on form provided.
C. Support each claim for additional costs, and for work done on a time-and-material/force account basis, with documentation as required for a lump-sum proposal, plus additional information:

10. Name of the Owner's designated representative who ordered the work, and date of the order.

11. Dates and times work was performed, and by whom.

12. Time record, summary of hours worked, and hourly rates paid.

13. Receipts and invoices for:
   a. Equipment used, listing dates and times of use.
   b. Products used, listing of quantities.
   c. Subcontracts.

D. Document requests for substitutions for Products as specified in Section 01630.

1.7 PREPARATION OF CHANGE ORDERS

A. San Juan County Representative will prepare each Change Order.


C. Change Order will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change.

D. Change Order will provide an accounting of the adjustment in the Contract Sum and in the Contract Time.

1.8 LUMP SUM/FIXED PRICE CHANGE ORDER

A. Content of Change Orders will be based on, either:
   1. San Juan County Representative's Proposal Request and Contractor's responsive Proposal as mutually agreed between Owner and Contractor.
   2. Contractor's Proposal for a change, as recommended by San Juan County Representative.

B. Owner or San Juan County Representative will sign and date the Change Order as authorized for the Contractor to proceed with the changes.

C. Contractor may sign and date the Change Order to indicate agreement with the terms therein.

1.9 UNIT PRICE CHANGE ORDER

A. Content of Change Orders will be based on, either:
   1. San Juan County Representative's definition of the scope of the required changes.
   2. Contractor's Proposal for a change, as recommended by San Juan County Representative.
   3. Survey of completed work.

B. The amounts of the unit prices to be:
   1. Those stated in the Agreement.
   2. Those mutually agreed upon between Owner and contractor.

C. When quantities of each of the items affected by the Change Order can be
determined prior to start of the work:

1. Owner or San Juan County Representative will sign and date the Change Order as authorization for Contractor to proceed with the changes.
2. Contractor may sign and date the Change Order to indicate agreement with the terms therein.

D. When quantities of the items cannot be determined prior to start of the work:

1. San Juan County Representative or Owner will issue a construction change authorization directing Contractor to proceed with the change on the basis of unit prices, and will cite the applicable unit prices.
2. At completion of the change, San Juan County Representative will determine the cost of such work based on the unit prices and quantities used.
3. San Juan County Representative will sign and date the Change Order to establish the change in Contract Sum and in Contract Time.
4. Owner or San Juan County Representative and Contractor will sign and date the Change Order to indicate their agreement with the terms therein.

1.10 TIME AND MATERIAL/FORCE ACCOUNT CHANGE ORDER/CONSTRUCTION CHANGE AUTHORIZATION

A. San Juan County Representative and Owner will issue a Construction Change Authorization directing Contractor to proceed with the changes.

B. At completion of the change, Contractor shall submit itemized accounting and supporting data as provided in the Article "Documentation of Proposals and Claims" of this section.

1.11 ALLOWABLE MARKUPS

A. With each proposal for a change in the amount of the Contract, the Contractor shall submit separately a breakdown itemized to include material quantities and unit prices, labor and fringe benefit costs, equipment costs, Workmen's Compensation and Public Liability, overhead, profit, Social Security taxes, and other taxes.

The percentage for overhead and profit shall not exceed the following:

Subtotal Before Applying the Percentage shown

<table>
<thead>
<tr>
<th>Description</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor for work performed by his own forces</td>
<td>15%</td>
</tr>
<tr>
<td>Subcontractor for work performed by his own forces</td>
<td>10%</td>
</tr>
<tr>
<td>Contractor for work performed by subcontractor</td>
<td>5%</td>
</tr>
</tbody>
</table>

B. Overhead: Individual Change Order proposals that include a time extension of five calendar days or less shall include the following: Bond premiums, insurance, small tools, incidentals and general office expense.

C. Overhead for those including a time extension more than five calendar days shall include the above with supervision and superintendent wages negotiated on an individual basis.

D. On proposals covering both increases and decreases in the amount of the contract, the COMBINED overhead and profit shall be allowed on the net increase only.

E. No overhead or profit will be allowed on Social Security Taxes.
MODIFICATION / CHANGE REQUEST NO.  

DATE:  

PROJECT NO.  

DESCRIPTION OF PROPOSED WORK  

NOTE: Fill out a separate worksheet for each subcontractor on this MCR. The GC shall use this same form to summarize the total of all subcontractor proposals while adding GC cost. Attach all worksheets and breakdowns to summary sheet for each MCR.

<table>
<thead>
<tr>
<th>SUBCONTRACTOR COST (ATTACH SUBCONTRACTOR'S SHEET AND COST BREAKDOWNS):*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Total of subcontractor's material (attach itemized breakdown):</td>
</tr>
<tr>
<td>---Enter Amount</td>
</tr>
<tr>
<td>2 Total of subcontractor's labor cost including fringe benefits</td>
</tr>
<tr>
<td>and labor burden (attach itemized breakdown):</td>
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<tr>
<td>---Enter Amount</td>
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<tr>
<td>3 Other direct attributable cost allowed (attach itemized breakdown):</td>
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<td>---Enter Amount</td>
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<tr>
<td>4 Subtotal:</td>
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<tr>
<td>5 Subcontractor's O&amp;P</td>
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<tr>
<td>---Enter Percent</td>
</tr>
<tr>
<td>6 Subcontractor's Bond:</td>
</tr>
<tr>
<td>---Enter Percent</td>
</tr>
<tr>
<td>7 Permits paid by subcontractor:</td>
</tr>
<tr>
<td>---Enter Amount</td>
</tr>
<tr>
<td>8 Subcontractor's Gross Receipts Tax  0%</td>
</tr>
<tr>
<td>$ - - -</td>
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<tr>
<td>9 Subcontractor's Total Cost:</td>
</tr>
<tr>
<td>$ - - -</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>GENERAL CONTRACTOR'S COST (ATTACH WORKSHEETS)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 GC's material (attach itemized breakdown):</td>
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<tr>
<td>encedvelopment:</td>
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<tr>
<td>11 General Contractor's labor cost including fringe benefits and labor burden @_______% (attach itemized breakdown):</td>
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<td>$ - - -</td>
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<tr>
<td>12 Construction equipment (rental):</td>
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<tr>
<td>13 Direct attributable field supervision, insurance, etc. (attach itemized breakdown):</td>
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<td>$ - - -</td>
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<tr>
<td>14 Subtotal:</td>
</tr>
<tr>
<td>$ - - -</td>
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<tr>
<td>15 General Contractor's Overhead &amp; Profit</td>
</tr>
<tr>
<td>of subcontractors (  % of Item 9):</td>
</tr>
<tr>
<td>16 General Contractor's Overhead &amp; Profit on work by General Contractor's forces ( 16 % of Item 14):</td>
</tr>
<tr>
<td>17 Subtotal (sum of Items 14, 15 and 16):</td>
</tr>
<tr>
<td>18 Bond (  % of Item 17 AND 9)</td>
</tr>
<tr>
<td>19 Permits paid by General Contractor:</td>
</tr>
<tr>
<td>20 Subtotal (sum of Items 9, 17, 18 and 19):</td>
</tr>
<tr>
<td>21 Gross Receipts Tax  % of Line 20:</td>
</tr>
<tr>
<td>$ - - -</td>
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<tr>
<td>22 General Contractor's total cost (sun of line 20 and 21):</td>
</tr>
<tr>
<td>$ - - -</td>
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</tbody>
</table>
### Breakdown Sheet

**Bond Rate if this Subcontractor Bonded this Project:**

<table>
<thead>
<tr>
<th>Material Description</th>
<th># of Units</th>
<th>Cost Per Unit</th>
<th>Total Cost Per Item</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

**Total Material Cost:**

- $ 

**Labor Description (Type of worker):**

<table>
<thead>
<tr>
<th>Labor Description (Type of worker)</th>
<th>Number of Hours</th>
<th>Rate</th>
<th>Labor Burden</th>
<th>Total</th>
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</table>

**Total Labor Cost:**

- $ 

**Other Direct Cost:**

<table>
<thead>
<tr>
<th>Other Direct Cost</th>
<th># of Units</th>
<th>Cost Each</th>
<th>Total Cost Per Item</th>
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</table>

**Total Other Cost:**

- $ 

**Total Requested:**

- $
Change Order

PROJECT (Name and address):
Bid 17-18-03 Lee Acres Fire Station #2

TO CONTRACTOR (Name and address):
ARCHITECT'S PROJECT NUMBER:
CONTRACT DATE:
CONTRACT FOR: General Construction

CHANGE ORDER NUMBER: 001
DATE:

OWNER:
ARCHITECT:
CONTRACTOR:
FIELD:
OTHER:

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

The original Contract Sum was $ 0.00
The net change by previously authorized Change Orders $ 0.00
The Contract Sum prior to this Change Order was $ 0.00
The Contract Sum will be increased by this Change Order in the amount of $ 0.00
The new Contract Sum including this Change Order will be $ 0.00
The Contract Time will be increased by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT (Firm name)
ADDRESS
BY (Signature)
(Typed name)
DATE

CONTRACTOR (Firm name)
ADDRESS
BY (Signature)
(Typed name)
DATE

OWNER (Firm name)
ADDRESS
BY (Signature)
(Typed name)
DATE
Application and Certificate for Payment

TO OWNER: Bid 17-18-03 Lee Acres Fire Station #2

FROM CONTRACTOR: VIA ARCHITECT:

**CONTRACTOR’S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM: $0.00
2. NET CHANGE BY CHANGE ORDERS: $0.00
3. CONTRACT SUM TO DATE (Line 1 + 2): $0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703): $0.00
5. RETAINAGE:
   a. 0% of Completed Work (Column D + E on G703): $0.00
   b. 0% of Stored Material (Column F on G703): $0.00
   Total Retainage (Lines 5a + 5b or Total in Column I of G703): $0.00
6. TOTAL EARNED LESS RETAINAGE: $0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT: $0.00
8. CURRENT PAYMENT DUE: $0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE: $0.00

CHANGE ORDER SUMMARY

CHANGE ORDER

<table>
<thead>
<tr>
<th>CHANGE ORDER SUMMARY</th>
<th>ADDITIONS</th>
<th>DEDUCTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total changes approved in previous months by Owner</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total approved this Month</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>TOTALS</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
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</table>

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: 

State of: County of: 

Subscribed and sworn to before me this day of 

Notary Public:

My Commission expires:

**ARCHITECT’S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect’s knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: $0.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: 

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.
### AIA® Document G703™ - 1992

**Continuation Sheet**


In tabulations below, amounts are in US dollars. Use Column I on Contracts where variable retainage for line items may apply.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION OF WORK</th>
<th>SCHEDULED VALUE</th>
<th>WORK COMPLETED</th>
<th>MATERIALS PRESENTLY STORED</th>
<th>TOTAL COMPLETED AND STORED TO DATE</th>
<th>% (G+C)</th>
<th>BALANCE TO FINISH (C-G)</th>
<th>RETAINAGE (IF VARIABLE RATE)</th>
</tr>
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<tbody>
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User Notes: (2051828805)
Certificate of Substantial Completion

PROJECT:
(Name and address)
Bid 17-18-03 Lee Acres Fire Station #2

PROJECT NUMBER: / CONTRACT FOR: General Construction
CONTRACT DATE:

TO OWNER:
(Name and address)

TO CONTRACTOR:
(Name and address)

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

Warranty Date of Commencement

ARCHITECT BY DATE OF ISSUANCE
A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: $0.00

The Contractor will complete or correct the Work on the list of items attached hereto within Zero (0) days from the above date of Substantial Completion.

CONTRACTOR BY DATE
The Owner accepts the Work or designated portion as substantially complete and will assume full possession at (date).

OWNER BY DATE
The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:
(Note: Owner’s and Contractor’s legal and insurance counsel should determine and review insurance requirements and coverage.)
Contractor's Affidavit of Payment of Debts and Claims

<table>
<thead>
<tr>
<th>PROJECT: (Name and address)</th>
<th>ARCHITECT'S PROJECT NUMBER:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid 17-18-03 Lee Acres Fire</td>
<td>Architect:</td>
</tr>
<tr>
<td>Station #2</td>
<td>Contractor:</td>
</tr>
</tbody>
</table>

TO OWNER: (Name and address) | CONTRACT FOR: General Construction |

| STATE OF: |
| COUNTY OF: |

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:
1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose.

Indicate Attachment:  
☐ Yes  ☒ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.

2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.


CONTRACTOR: (Name and address)

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

1 AIA Document G706™ - 1994. Copyright © 1970 and 1994 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under law. This draft was produced by AIA software at 15:49:38 on 06/07/2017 under order No. 7684720639_1 which expires on 01/22/2018, and is not for resale.
Contractor's Affidavit of Release of Liens

PROJECT: (Name and address)
Bid 17-18-03 Lee Acres Fire Station #2

ARCHITECT'S PROJECT NUMBER:

TO OWNER: (Name and address)

CONTRACT FOR: General Construction
CONTRACT DATED:

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
SURETY: ☐
OTHER: ☐

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:
1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: (Name and address)
BY:
(Signature of authorized representative)
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

(1392102355)
# Consent Of Surety to Final Payment

**PROJECT:** (Name and address)  
Bid 17-18-03 Lee Acres Fire Station #2  
**ARCHITECT'S PROJECT NUMBER:**  
**CONTRACT FOR:** General Construction  
**TO OWNER:** (Name and address)  
**CONTRACT DATED:**  

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
(Insert name and address of Surety)  

on bond of  
(Insert name and address of Contractor)  

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the  
Surety of any of its obligations to  
(Insert name and address of Owner)  

as set forth in said Surety's bond.  

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:  
(Insert in writing the month followed by the numeric date and year)  

(Surety)  

(Signature of authorized representative)  

(Printed name and title)  

Attest:  
(Seal):
GEOTECHNICAL ENGINEERING REPORT
SOUTH HAMMOND FIRE STATION
ROAD 5500
SAN JUAN COUNTY, NEW MEXICO

Submitted To:

Mike Stark
San Juan County
1100 South Oliver Drive
Aztec, New Mexico 87410

Submitted By:

GEOMAT Inc.
915 Malta Avenue
Farmington, New Mexico 87401

May 22, 2017
GEOMAT Project 172-2727
May 22, 2017

Mike Stark
San Juan County
1100 South Oliver Drive
Aztec, New Mexico 87410

RE: Geotechnical Engineering Study
    Proposed South Hammond Fire Station
    Road 5500
    San Juan County, New Mexico
    GEOMAT Project No. 172-2727

GEOMAT Inc. (GEOMAT) has completed the geotechnical engineering exploration for the proposed South Hammond Fire Station to be located on the south side of Road 5500 in San Juan County, New Mexico. This study was performed in general accordance with our Proposal No. 172-03-18, dated March 17, 2017.

The results of our engineering study, including the geotechnical recommendations, site plan, boring records, and laboratory test results are attached. Based on the geotechnical engineering analyses, subsurface exploration and laboratory test results, the proposed building could be supported on shallow spread footings bearing on engineered fill. Slab on grade floors may be utilized for the interior floor systems. Other design and construction details, based upon geotechnical conditions, are presented in the report.

We have appreciated being of service to you in the geotechnical engineering phase of this project. If you have any questions concerning this report, please contact us.

Sincerely yours,
GEOMAT Inc.

[Signature]
Donald R. Baldwin
Geologist

Copies to: Addressee (1)
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page No.</th>
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<tbody>
<tr>
<td>INTRODUCTION</td>
<td>1</td>
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<tr>
<td>PROPOSED CONSTRUCTION</td>
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</tr>
<tr>
<td>SITE EXPLORATION</td>
<td>2</td>
</tr>
<tr>
<td>Field Exploration</td>
<td>2</td>
</tr>
<tr>
<td>Laboratory Testing</td>
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APPENDIX B
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APPENDIX C
   Important Information About This Geotechnical Engineering Report (Taken From GBA)
INTRODUCTION

This report contains the results of our geotechnical engineering exploration for the proposed South Hammond Fire Station to be located on the south side of Road 5500 in San Juan County, New Mexico, as shown on the Site Plan in Appendix A of this report.

The purpose of these services is to provide information and geotechnical engineering recommendations about:

- subsurface soil conditions
- groundwater conditions
- lateral soil pressures
- earthwork
- foundation design and construction
- slab design and construction
- parking lot pavement design
- drainage

The opinions and recommendations contained in this report are based upon the results of field and laboratory testing, engineering analyses, and experience with similar soil conditions, structures, and our understanding of the proposed project as stated below.

PROPOSED CONSTRUCTION

We understand the proposed South Hammond Fire Station will be a single-story, pre-engineered metal building with a footprint of approximately 4,500 square feet. We also understand the building will have a concrete slab-on-grade floor, and will be supported on conventional shallow spread footings. Maximum structural loads are anticipated to be 500 plf for walls and 50 kips for columns. No basements or other below-grade structures are planned. Based on the client-provided site plan, it appears that there is approximately 12 feet of elevation differential across the site of the proposed building. We anticipate that a balance of earthwork cuts and fills will be required to construct a level site for the building.

The project also includes paved parking and driveway areas.
SITE EXPLORATION

Our scope of services performed for this project included a site reconnaissance by a staff geologist, a subsurface exploration program, laboratory testing and engineering analyses.

Field Exploration:

Subsurface conditions at the site were explored on May 3, 2017 by drilling three exploratory borings at the approximate locations shown on the Site Plan in Appendix A. Borings B-1 and B-2 were drilled to depths of approximately 14 and 19 feet below existing ground surface, respectively, within the footprint of the proposed building. Boring B-3 was drilled to a depth of approximately 5 feet in the proposed parking area.

The borings were advanced with a CME-45 truck-mounted drill rig using a combination of continuous-flight, 7.25-inch O.D. hollow-stem and 4.5-inch O.D. solid-stem augers. The borings were continuously monitored by a geologist from our office who examined and classified the subsurface materials encountered, obtained representative samples, observed groundwater conditions, and maintained a continuous log of each boring.

Soil samples were obtained from the borings using a combination of standard 2-inch O.D. split spoon and 3-inch O.D. modified California ring barrel samplers. The samplers were driven using a 140-pound hammer falling 30 inches. The standard penetration resistance was determined by recording the number of hammer blows required to advance the sampler in six-inch increments.

Groundwater evaluations were made in each boring at the time of site exploration. Soils were classified in accordance with the Unified Soil Classification System described in Appendix A. Boring logs were prepared and are presented in Appendix A.

Laboratory Testing:

Samples retrieved during the field exploration were transported to our laboratory for further evaluation. At that time, the field descriptions were confirmed or modified as necessary, and laboratory tests were performed to evaluate the engineering properties of the subsurface materials.

SITE CONDITIONS

The site of the proposed South Hammond Fire Station is located on the south side of Road 5500 approximately 400 feet west-southwest of the intersection of Roads 5500 and 5203. Residential properties are located to the north and east of the site; an agricultural field is located west of the
site; and an irrigation canal is located roughly 100 feet to the south of the building site. The site appeared to have been previously used for agricultural purposes. The ground surface was vegetated by a sparse to moderate growth of weeds at the time of our exploration. The client-provided site plan indicates that the site slopes down toward the north and west, with approximately 12 feet of elevation differential across the proposed building footprint. No evidence of prior structural development was noted at the site. The following photograph depicts the site at the time of our exploration.

Drill Rig at Boring B-3
View to the Northwest

SUBSURFACE CONDITIONS

Soil Conditions:

As presented on the Boring Logs in Appendix A, we encountered sandy soils to the total depths explored in all of the borings. The sandy soils were generally fine-grained, damp and loose to moderately dense.
Groundwater Conditions:

Groundwater was not encountered in the borings to the depths explored. Groundwater elevations can fluctuate over time depending upon precipitation, irrigation, runoff and infiltration of surface water. We do not have any information regarding the historical fluctuation of the groundwater level in this vicinity.

Laboratory Test Results:

Laboratory analyses of samples tested indicate the sandy soils have fines contents (silt- and/or clay-sized particles passing the U.S. No. 200 sieve) ranging from approximately 17 to 21 percent. In-place dry densities of the sandy soils ranged from approximately 105 to 110 pounds per cubic foot (pcf), with natural moisture contents of approximately 6 to 7 percent.

Laboratory consolidation/expansion testing was performed on undisturbed ring samples of the subgrade soils beneath the proposed building. Results of these tests indicate that the sandy soils undergo slight compression when subjected to anticipated foundation stresses at the existing moisture contents. When subjected to increased moisture conditions at these stresses, they undergo slight additional compression.

Results of all laboratory tests are presented in Appendix B.

OPINIONS AND RECOMMENDATIONS

Geotechnical Considerations:

The site is considered suitable for the proposed building based on the geotechnical conditions encountered and tested for this report. To reduce the potential for settlement and provide more uniform and higher allowable bearing pressures, the footings should bear on engineered fills.

If there are any significant deviations from the assumed floor elevations, structure locations and/or loads noted at the beginning of this report, the opinions and recommendations of this report should be reviewed and confirmed/modified as necessary to reflect the final planned design conditions.

Foundations:

Based on our understanding of the type of structures to be built and the results of our field subsurface exploration and laboratory testing, the building could be founded on conventional shallow spread footings bearing on engineered fill. As shown in the following drawing, the engineered fill should be provided for a depth below the footing of at least the width of wall
footings and one-half the width of column footings, but not less than two (2.0) feet for either case. The engineered fill should extend beyond the edges of the footings for a distance of one-half the depth of engineered fill below the footings, but not less than one (1.0) foot. If the entire building area is excavated for the engineered fill placement, the engineered fill should extend at least five (5.0) feet beyond the perimeter of the building.

Materials and compaction criteria for the engineered fill should be as recommended in the Earthwork section of this report. Adequate drainage should be provided to prevent the supporting soils from undergoing significant moisture changes.

A generalized depiction of a shallow spread footing supported on engineered fill is shown in the following illustration.

The recommended design bearing capacities and footing depths are presented in the following table.

<table>
<thead>
<tr>
<th>Footing Depth $^1$ (ft)</th>
<th>Allowable Bearing Pressure (psf)</th>
<th>Bearing Soil</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.5$^2$</td>
<td>2,500</td>
<td>Engineered Fill</td>
</tr>
<tr>
<td>3.0</td>
<td>3,000</td>
<td>Engineered Fill</td>
</tr>
</tbody>
</table>

$^1$Footing depth referenced below lowest adjacent finished grade. Finished grade is the lowest adjacent grade for perimeter footings and floor level for interior footings.

$^2$Minimum footing depth for frost protection.
Total and differential settlements resulting from the assumed structural loads are estimated to be on the order of ½ inch or less. Proper drainage should be provided in the final design and during construction and areas adjacent to the structure should be designed to prevent water from ponding or accumulating next to the structure.

Total and differential settlements should not exceed predicted values, provided that:

- Foundations are constructed as recommended, and
- Essentially no changes occur in water contents of foundation soils.

For foundations adjacent to descending slopes, a minimum horizontal setback of five (5) feet should be maintained between the foundation base and slope face. In addition, the setback should be such that an imaginary line extending downward at 45 degrees from the nearest foundation edge does not intersect the slope.

Footings and foundations should be reinforced as necessary to reduce the potential for distress caused by differential foundation movement.

Foundation excavations should be observed by GEOMAT. If the soil conditions encountered differ significantly from those presented in this report, supplemental recommendations will be required.

**Site Classification:**

Based on the subsurface conditions encountered in the borings, we estimate that Site Class D is appropriate for the site according to Table 1613.5.2 of the 2009 International Building Code. This parameter was estimated based on extrapolation of data beyond the deepest depth explored, using methods allowed by the code. Actual shear wave velocity testing/analysis and/or exploration to a depth of 100 feet were not performed as part of our scope of services for this project.

**Lateral Earth Pressures:**

For soils above any free water surface, recommended equivalent fluid pressures for unrestrained foundation elements are presented in the following table:

- **Active:**
  - Granular soil backfill ................................................. 35 psf/ft
  - Undisturbed subsoil ...................................................30 psf/ft
Passive:
- Shallow foundation walls ...........................................250 psf/ft
- Shallow column footings............................................350 psf/ft

Coefficient of base friction: ................................................0.40
The coefficient of base friction should be reduced to 0.30 when used in conjunction with passive pressure.

Where the design includes restrained elements, the following equivalent fluid pressures are recommended:

At rest:
- Granular soil backfill ....................................................50 psf/ft
- Undisturbed subsoil.......................................................60 psf/ft

Fill against grade beams and retaining walls should be compacted to densities specified in Earthwork. Medium to high plasticity clay soils should not be used as backfill against retaining walls. Compaction of each lift adjacent to walls should be accomplished with hand-operated tampers or other lightweight compactors. Over compaction may cause excessive lateral earth pressures that could result in wall movement.

Floor Slab Design and Construction:

The floor slabs should be placed on a minimum of two (2.0) feet of compacted soil (including the base course). On-site or imported soils with low expansive potentials should be used in fills that will support the floor slabs. Some differential movement of a slab-on-grade floor system is possible if the subgrade soils become elevated in moisture content. Such movements are considered within general tolerance for normal slab-on-grade construction. To reduce potential slab movements, the subgrade soils should be prepared as outlined in the Earthwork section of this report.

For structural design of concrete slabs-on-grade, a modulus of subgrade reaction of 250 pounds per cubic inch (pci) may be used for floors supported on compacted engineered fill.

Additional floor slab design and construction recommendations are as follows:

- Control joints should be provided in slabs to control the location and extent of cracking. Joint spacing should be designed by the structural engineer.
• Interior trench backfill placed beneath slabs should be compacted in accordance with recommended specifications outlined below.

• In areas subjected to normal loading, a minimum 4-inch layer of clean-graded gravel, aggregate base course should be placed beneath interior slabs. For heavy loading, re-evaluation of slab and/or base course thickness may be required.

• Other design and construction considerations, as outlined in the ACI Design Manual, Section 302.1R are recommended.

• If moisture sensitive floor coverings are used on interior slabs, consideration should be given to the use of membranes to help reduce the potential for vapor rise through the slab.

Subgrade preparation and moisture control recommendations provided in this report help to reduce soil related problems that may result in distress of concrete floor slabs on grade. However, concrete drying shrinkage, temperature induced volume change and curling can create cracking and distress in the concrete slab on grade. To reduce distress from these causes, properly proportioned concrete mixes with adequate curing and proper joint spacing must be provided. These options should be discussed with the project Architect/Engineer.

**Pavement Design and Construction:**

Separate pavement sections have been developed for the light vehicle parking areas and areas subjected to fire truck traffic. We are presenting options for both flexible (asphalt) and rigid (concrete) pavement sections.

Design of pavements for the project has been based on the procedures outlined in the Guideline for Design of Pavement Structures by the American Association of State Highway and Transportation Officials (AASHTO), and on the Guide for the Design and Construction of Concrete Parking Lots by the American Concrete Institute (ACI 330).

The recommended pavement sections are presented in the tables below.

<table>
<thead>
<tr>
<th>Option</th>
<th>Hot Mix Asphalt (inches)</th>
<th>Aggregate Base Course (inches)</th>
<th>Portland Cement Concrete (inches)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asphalt</td>
<td>2.5</td>
<td>5.0</td>
<td>--</td>
</tr>
<tr>
<td>Concrete</td>
<td>--</td>
<td>--</td>
<td>4.0</td>
</tr>
</tbody>
</table>
In paved areas, the exposed ground surface should be scarified to a minimum depth of 8 inches and watered as necessary to bring the upper 1.0 foot to within ±2 percent of optimum moisture content and compacted to a minimum of 95 percent of ASTM D698 maximum dry density prior to placement of fill or construction of pavement sections.

After preparation of the pavement subgrade, the areas to be paved should be proof-rolled under the observation of a representative of GEOMAT. The proof-rolling should be conducted utilizing a fully loaded, single axle water truck with a minimum 2,000 gallon capacity or other vehicle that will provide an equivalent weight on the subgrade. The proof-rolling should consist of driving the truck across all the areas to be paved with asphalt at a slow speed (less than 5 mph) and observing any deflections or distress caused to the subgrade. Areas that show distress should be repaired by removing and replacing the soft material with suitable fill.

**Asphalt Pavements:**

Aggregate base course should conform to Section 303 of the NMDOT specifications for Type I Base Course. Aggregate base course should be placed in lifts not exceeding six inches and should be compacted to a minimum of 95% Standard Proctor density (ASTM D-698), within a moisture content range of 4 percent below, to 2 percent above optimum. In any areas where base course thickness exceeds 6 inches, the material should be placed and compacted in two or more lifts of equal thickness.

If the hot-mix asphalt (HMA) is placed in more than one mat, the surface of each underlying mat should be treated with a tack coat immediately prior to placement of the subsequent mat of hot-mix asphalt.

Asphalt concrete should be obtained from an engineer-approved mix design prepared in accordance with NMDOT specifications. The hot-mix paving should be placed and compacted in accordance with NMDOT specifications. HMA should be either an SP-III or SP-IV mix.
complying with the requirements of section 416, Minor Paving of the 2014 NMDOT Specifications. HMA lift thicknesses should comply with the following:

<table>
<thead>
<tr>
<th>HMA Type</th>
<th>Minimum Thickness (inches)</th>
<th>Maximum Thickness (inches)</th>
</tr>
</thead>
<tbody>
<tr>
<td>SP-III</td>
<td>2.5</td>
<td>3.5</td>
</tr>
<tr>
<td>SP-IV</td>
<td>1.5</td>
<td>3.0</td>
</tr>
</tbody>
</table>

*Concrete Pavements:*

Concrete should be placed directly on the prepared subgrade. Reinforcing steel is not required or recommended for rigid pavement sections. Concrete used for pavement sections should have a minimum 28-day compressive strength of 4,000 pounds per square inch (psi). Concrete materials and placement should be in accordance with recommendations in the latest edition of ACI-330R of the American Concrete Institute “Guide for the Design and Construction of Concrete Parking Lots”.

*General Pavement Considerations:*

The performance of the recommended pavement sections can be enhanced by minimizing excess moisture that can reach the subgrade soils. The following recommendations should be considered at minimum:

- Site grading at a minimum 2% grade away from the pavements;
- Compaction of any utility trenches to the same criteria as the pavement subgrade.

The recommended pavement sections are considered minimal sections based on the anticipated traffic volumes and the subgrade conditions encountered during our exploration. They are expected to perform adequately when used in conjunction with preventive maintenance and good drainage. Preventive maintenance activities are intended to slow the rate of pavement deterioration and to preserve the pavement investment.

*Slopes:*

Assuming fill specifications, compaction requirements, and recommended setbacks provided in this report are followed, cut and fill slopes as steep as to 2.5:1 (horizontal:vertical) should be stable. Depending upon specific project conditions, adequate factors of safety against slope
failure may be available for steeper configurations. However, such a determination would require additional analysis.

Earthwork:

General Considerations:

The opinions contained in this report for the proposed construction are contingent upon compliance with recommendations presented in this section. Although underground facilities such as foundations, septic tanks, cesspools, basements and irrigation systems were not encountered during site reconnaissance, such features could exist and might be encountered during construction.

Site Clearing:

1. Strip and remove all existing pavement, fill, debris and other deleterious materials from the proposed building area. Any existing structures should be completely removed from below any building, including foundation elements and any associated development such as underground utilities, septic tanks, etc. All exposed surfaces below footings and slabs should be free of mounds and depressions which could prevent uniform compaction.

2. If unexpected fills or underground facilities are encountered during site clearing, we should be contacted for further recommendations. All excavations should be observed by GEOMAT prior to backfill placement.

3. Stripped materials consisting of vegetation and organic materials should be removed from the site, or used to re-vegetate exposed slopes after completion of grading operations. If it is necessary to dispose of organic materials on-site, they should be placed in non-structural areas, and in fill sections not exceeding 5 feet in height.

4. Sloping areas steeper than 5:1 (horizontal:vertical) should be benched to reduce the potential for slippage between existing slopes and fills. Benches should be level and wide enough to accommodate compaction and earth moving equipment.

5. All exposed areas which will receive fill, once properly cleared and benched where necessary, should be scarified to a minimum depth of eight inches, conditioned to near optimum moisture content, and compacted to at least 95% of standard proctor (ASTM D698).
Excavation:

1. We present the following general comments regarding our opinion of the excavation conditions for the designers’ information with the understanding that they are opinions based on our boring data. More accurate information regarding the excavation conditions should be evaluated by contractors or other interested parties from test excavations using the equipment that will be used during construction. Based on our subsurface evaluation it appears that shallow excavations in soils at the site will be possible using standard excavation equipment.

2. On-site soils may pump or become unstable or unworkable at high water contents, especially for excavations near the water table. Dewatering may be necessary to achieve a stable excavation. Workability may be improved by scarifying and drying. Over-excavation of wet zones and replacement with granular materials may be necessary. Lightweight excavation equipment may be required to reduce subgrade pumping.

Slab Subgrade Preparation:

1. After site clearing is complete, the existing soil below the building area should be prepared as recommended in the Floor Slab Design and Construction and Site Clearing sections of this report. Soils should be removed to provide at least a two (2.0) foot thickness of compacted soil and base course below the floor slab.

2. A minimum 4-inch layer of aggregate base course should be placed beneath floor slabs on grade.

Foundation Preparation:

Footings should bear on engineered fill as recommended in the Foundations section of this report. All loose and/or disturbed soils should either be compacted or removed from the bottoms of footing excavations prior to placement of reinforcing steel and/or concrete.

Fill Materials:

1. Native or imported soils with low expansive potentials could be used as fill material for the following:
   - general site grading
   - foundation areas
   - interior floor slab areas
   - foundation backfill
   - exterior slab areas
   - pavement areas
2. Select granular materials should be used as backfill behind walls that retain earth.

3. On site or imported soils to be used in structural fills should conform to the following:

<table>
<thead>
<tr>
<th>Gradation (ASTM C136)</th>
<th>Percent finer by weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>3&quot;</td>
<td>..........................................................100</td>
</tr>
<tr>
<td>No. 4 Sieve</td>
<td>..........................................................50-100</td>
</tr>
<tr>
<td>No. 200 Sieve</td>
<td>..........................................................50 Max</td>
</tr>
</tbody>
</table>

Maximum expansive potential (%)* ..............................................1.5

* Measured on a sample compacted to approximately 95 percent of the ASTM D698 maximum dry density at about 3 percent below optimum water content. The sample is confined under a 144-psf surcharge and submerged.

4. Aggregate base should conform to Type I Base Course as specified in Section 303 of the 2014 New Mexico Department of Transportation (NMDOT) “Standard Specifications for Road and Bridge Construction.”

Placement and Compaction:

1. Place and compact fill in horizontal lifts, using equipment and procedures that will produce recommended moisture contents and densities throughout the lift.

2. Un-compacted fill lifts should not exceed 10 inches loose thickness.

3. Materials should be compacted to the following:

<table>
<thead>
<tr>
<th>Material</th>
<th>Minimum Percent (ASTM D698)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subgrade soils beneath fill areas .................................................................95</td>
<td></td>
</tr>
<tr>
<td>On site or imported soil fills:</td>
<td></td>
</tr>
<tr>
<td>Beneath footings, slabs on grade and pavements.................................95</td>
<td></td>
</tr>
<tr>
<td>Aggregate base beneath slabs and pavements.................................95</td>
<td></td>
</tr>
<tr>
<td>Miscellaneous backfill.................................................................90</td>
<td></td>
</tr>
</tbody>
</table>

4. On-site and imported soils should be compacted at moisture contents near optimum.
Compliance:

Recommendations for slabs-on-grade and foundation elements supported on compacted fills depend upon compliance with Earthwork recommendations. To assess compliance, observation and testing should be performed by GEOMAT.

Drainage:

Surface Drainage:

1. Positive drainage should be provided during construction and maintained throughout the life of the proposed project. Infiltration of water into utility or foundation excavations must be prevented during construction. Planters and other surface features that could retain water in areas adjacent to the building or pavements should be sealed or eliminated.

2. In areas where sidewalks or paving do not immediately adjoin the structure, we recommend that protective slopes be provided with a minimum grade of approximately 5 percent for at least 10 feet from perimeter walls. Backfill against footings, exterior walls, and in utility and sprinkler line trenches should be well compacted and free of all construction debris to reduce the possibility of moisture infiltration.

3. Downspouts, roof drains or scuppers should discharge into splash blocks or extensions when the ground surface beneath such features is not protected by exterior slabs or paving.

4. Sprinkler systems should not be within 5 feet of foundation walls. Irrigated landscaping adjacent to the foundation system should be minimized or eliminated.

Subsurface Drainage:

Free-draining, granular soils containing less than five percent fines (by weight) passing a No. 200 sieve should be placed adjacent to walls which retain earth. A drainage system consisting of either weep holes or perforated drain lines (placed near the base of the wall) should be used to intercept and discharge water which would tend to saturate the backfill. Where used, drain lines should be embedded in a uniformly graded filter material and provided with adequate clean-outs for periodic maintenance. An impervious soil should be used in the upper layer of backfill to reduce the potential for water infiltration.
GENERAL COMMENTS

It is recommended that GEOMAT be retained to provide a general review of final design plans and specifications in order to confirm that grading and foundation recommendations in this report have been interpreted and implemented. In the event that any changes of the proposed project are planned, the opinions and recommendations contained in this report should be reviewed and the report modified or supplemented as necessary.

GEOMAT should also be retained to provide services during excavation, grading, foundation, and construction phases of the work. Observation of footing excavations should be performed prior to placement of reinforcing and concrete to confirm that satisfactory bearing materials are present and is considered a necessary part of continuing geotechnical engineering services for the project. Construction testing, including field and laboratory evaluation of fill, backfill, pavement materials, concrete and steel should be performed to determine whether applicable project requirements have been met.

The analyses and recommendations in this report are based in part upon data obtained from the field exploration. The nature and extent of variations beyond the location of test borings may not become evident until construction. If variations then appear evident, it may be necessary to re-evaluate the recommendations of this report.

Our professional services were performed using that degree of care and skill ordinarily exercised, under similar circumstances, by reputable geotechnical engineers practicing in this or similar localities at the same time. No warranty, express or implied, is intended or made. We prepared the report as an aid in design of the proposed project. This report is not a bidding document. Any contractor reviewing this report must draw his own conclusions regarding site conditions and specific construction equipment and techniques to be used on this project.

This report is for the exclusive purpose of providing geotechnical engineering and/or testing information and recommendations. The scope of services for this project does not include, either specifically or by implication, any environmental assessment of the site or identification of contaminated or hazardous materials or conditions. If the owner is concerned about the potential for such contamination, other studies should be undertaken. This report has also not addressed any geologic hazards that may exist on or near the site.

This report may be used only by the Client and only for the purposes stated, within a reasonable time from its issuance. Land use, site conditions (both on and off site), or other factors may change over time and additional work may be required with the passage of time. Any party, other than the Client, who wishes to use this report, shall notify GEOMAT in writing of such intended use. Based on the intended use of the report, GEOMAT may require that additional
work be performed and that an updated report be issued. Non-compliance with any of these requirements, by the Client or anyone else, will release GEOMAT from any liability resulting from the use of this report by an unauthorized party.
Appendix A
### Borehole B-1

**Project Name:** South Hammond Fire Station  
**Date Drilled:** 5/3/2017

**Project Number:** 172-2727  
**Latitude:** Not Determined

**Client:** San Juan County  
**Longitude:** Not Determined

**Site Location:** San Juan County, New Mexico  
**Elevation:** Not Determined

**Rig Type:** CME-45  
**Boring Location:** See Site Plan

**Drilling Method:** 7.25" O.D. Hollow Stem Auger  
**Groundwater Depth:** None Encountered

**Sampling Method:** Ring and Split spoon samples  
**Logged By:** DB

**Hammer Weight:** 140 lbs  
**Remarks:** None

**Hammer Fall:** 30 inches

---

#### Laboratory Results

<table>
<thead>
<tr>
<th>Depth (ft)</th>
<th>USCS</th>
<th>Dry Density (pcf)</th>
<th>Plasticity Index</th>
<th>Moisture Content (%)</th>
<th>% Passing #200 Sieve</th>
<th>Blows per 6&quot;</th>
<th>Sample Type &amp; Length (in)</th>
<th>Recovery</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>SS</td>
<td>109.5</td>
<td>3-3-3</td>
<td>S</td>
<td>18</td>
<td>6.8</td>
<td>MC</td>
<td>SM</td>
<td>SILTY SAND, brown to tan, fine-grained, loose, damp</td>
</tr>
<tr>
<td>2-14</td>
<td></td>
<td></td>
<td>6-7-9</td>
<td>M</td>
<td>18</td>
<td></td>
<td>SS</td>
<td>18</td>
<td>loose to medium dense contains layers/lenses of clayey sand</td>
</tr>
</tbody>
</table>

**Total Depth 14 feet**

---

**Dry Density (pcf):** 109.5  
**% Passing #200 Sieve:** 3-3-3  
**Plasticity Index:** 6.8  
**Moisture Content (%):** 18

**Site Location:** San Juan County, New Mexico  
**Elevation:** Not Determined

---

**Drilling Method:** 7.25" O.D. Hollow Stem Auger  
**Recovery Blows per 6":**

- 3-3-3: S 18 6.8
- 6-7-9: M 18
- 3-4-4: S 18

---

A = Auger Cuttings  
MC = Modified California (Ring Sample)  
SS = Split Spoon  
GRAB = Manual Grab Sample  
D = Disturbed Bulk Sample
### Borehole B-2

**Project Name:** South Hammond Fire Station  
**Project Number:** 172-2727  
**Client:** San Juan County  
**Site Location:** San Juan County, New Mexico  
**Rig Type:** CME-45  
**Drilling Method:** 4.5" O.D. Solid Stem Auger  
**Sampling Method:** Ring and Split spoon samples  
**Hammer Weight:** 140 lbs  
**Hammer Fall:** 30 inches  
**Date Drilled:** 5/3/2017  
**Latitude:** Not Determined  
**Longitude:** Not Determined  
**Elevation:** Not Determined  
**Groundwater Depth:** None Encountered  
**Logged By:** DB  
**Remarks:** None

**Laboratory Results**

<table>
<thead>
<tr>
<th>Depth (ft)</th>
<th>% Passing #200 Sieve</th>
<th>Plasticity Index</th>
<th>Moisture Content (%)</th>
<th>Blows per 6&quot;</th>
<th>Sample Type &amp; Length (in)</th>
<th>Recovery</th>
<th>USCS</th>
<th>Soil Symbol</th>
<th>Depth (ft)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>17 NP</td>
<td>6.1</td>
<td>105.0</td>
<td>2-1-2 SS 18</td>
<td>SM</td>
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</tr>
</tbody>
</table>

**Soil Description**

- **1-2 ft:** SILTY SAND, brown to tan, fine-grained, loose, damp
- **6-7 ft:** CLAYEY SAND, brown to tan, fine-grained, loose, damp  
  - loose to medium dense
  - no cuttings - loose
- **13-19 ft:** SILTY SAND, brown to tan, fine-grained, loose, damp

**Total Depth 19 feet**

**Remarks:** None
Project Name: South Hammond Fire Station  
Project Number: 172-2727  
Client: San Juan County  
Site Location: San Juan County, New Mexico  
Rig Type: CME-45  
Drilling Method: 7.25" O.D. Hollow Stem Auger  
Sampling Method: Bulk sample from auger cuttings  
Hammer Weight: N/A  
Hammer Fall: N/A  
Date Drilled: 5/3/2017  
Latitude: Not Determined  
Longitude: Not Determined  
Elevation: Not Determined  
Groundwater Depth: None Encountered  
Logged By: DB  
Remarks: None  
Client: San Juan County  
Boring Location: See Site Plan  
Soil Symbol: SM  
Soil Description: SILTY SAND, brown to tan, fine-grained, damp  
Dry Density (pcf):  
% Passing #200 Sieve:  
Plasticity Index:  
Moisture Content (%):  
Blows per 6":  
Sample Type & Length (in):  
Recovery:  
USCS:  
Depth (ft):  
Total Depth 5 feet  

A = Auger Cuttings  
MC = Modified California (Ring Sample)  
SS = Split Spoon  
GRAB = Manual Grab Sample  
D = Disturbed Bulk Sample
### UNIFIED SOIL CLASSIFICATION SYSTEM

<table>
<thead>
<tr>
<th>Major Divisions</th>
<th>Group Symbols</th>
<th>Typical Names</th>
<th>CONSISTENCY OR RELATIVE DENSITY CRITERIA</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Coarse-Grained Soils</strong></td>
<td>GW</td>
<td>Well-graded gravels and gravel-sand mixtures, little or no fines</td>
<td>Standard Penetration Test Density of Granular Soils</td>
</tr>
<tr>
<td>Gravels 50% or more of coarse fraction retained on No. 4 sieve</td>
<td>GP</td>
<td>Poorly graded gravels and gravel-sand mixtures, little or no fines</td>
<td></td>
</tr>
<tr>
<td>Gravels with Fines</td>
<td>GM</td>
<td>Silty gravels, gravel-sand-silt mixtures</td>
<td></td>
</tr>
<tr>
<td></td>
<td>GC</td>
<td>Clayey gravels, gravel-sand-silt mixtures</td>
<td></td>
</tr>
<tr>
<td><strong>Sands</strong></td>
<td>SW</td>
<td>Well-graded sands and gravelly sands, little or no fines</td>
<td></td>
</tr>
<tr>
<td>More than 50% of coarse fraction passes No. 4 sieve</td>
<td>SP</td>
<td>Poorly graded sands and gravelly sands, little or no fines</td>
<td></td>
</tr>
<tr>
<td>Clean Sands</td>
<td>SM</td>
<td>Silty sands, sand-silt mixtures</td>
<td></td>
</tr>
<tr>
<td><strong>Sands with Fines</strong></td>
<td>SC</td>
<td>Clayey sands, sand-clay mixtures</td>
<td></td>
</tr>
<tr>
<td><strong>Fine-Grained Soils</strong></td>
<td>ML</td>
<td>Inorganic silts, very fine sands, rock flour, silty or clayey fine sands</td>
<td></td>
</tr>
<tr>
<td>50% or more retained on No. 200 sieve</td>
<td>CL</td>
<td>Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays</td>
<td></td>
</tr>
<tr>
<td><strong>Silt or Clay</strong></td>
<td>OL</td>
<td>Organic silts and organic silty clays of low plasticity</td>
<td></td>
</tr>
<tr>
<td>Liquid Limit 50 or less</td>
<td>MH</td>
<td>Inorganic silts, micaceous or diatomaceous free sands or silts, elastic silts</td>
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</tr>
<tr>
<td><strong>Silt or Clay</strong></td>
<td>CH</td>
<td>Inorganic clays of high plasticity, fat clays</td>
<td></td>
</tr>
<tr>
<td>Liquid Limit greater than 50</td>
<td>OH</td>
<td>Organic clays of medium to high plasticity</td>
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</tr>
<tr>
<td><strong>Highly Organic Soils</strong></td>
<td>PT</td>
<td>Peat, mucic &amp; other highly organic soils</td>
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</tr>
<tr>
<td><strong>U.S. Standard Sieve Sizes</strong></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>&gt;12”</td>
<td>12”</td>
<td>3”</td>
<td>3/4”</td>
</tr>
<tr>
<td>Boulders</td>
<td>Cobble</td>
<td>Gravel</td>
<td>Sand</td>
</tr>
<tr>
<td>coarse</td>
<td>fine</td>
<td>coarse</td>
<td>medium</td>
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</table>

### MOISTURE CONDITIONS

<table>
<thead>
<tr>
<th>Condition</th>
<th>Description</th>
<th>Material Quantity</th>
<th>Other Symbols</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dry</td>
<td>Absence of moist, dry to the touch</td>
<td>trace 0-5%</td>
<td>R Ring Sample</td>
</tr>
<tr>
<td>Slightly Damp</td>
<td>Below optimum moisture content for compaction</td>
<td>few 5-10%</td>
<td>S SPT Sample</td>
</tr>
<tr>
<td>Moist</td>
<td>Near optimum moisture content, will moisten the hand</td>
<td>little 10-25%</td>
<td>B Bulk Sample</td>
</tr>
<tr>
<td>Very Moist</td>
<td>Above optimum moisture content</td>
<td>some 25-45%</td>
<td>Ground Water</td>
</tr>
<tr>
<td>Wet</td>
<td>Visible free water; below water table</td>
<td>mostly 50-100%</td>
<td></td>
</tr>
</tbody>
</table>

### BASIC LOG FORMAT:

Group name, Group symbol, (grain size), color, moisture, consistency or relative density. Additional comments: odor, presence of roots, mica, gypsum, coarse particles, etc.

**EXAMPLE:**

Silty sand w/trace silt (SM-SP), Brown, loose to medium dense, fine to medium grained, damp

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**UNIFIED SOIL CLASSIFICATION SYSTEM**
TEST DRILLING EQUIPMENT & PROCEDURES

Description of Subsurface Exploration Methods

Drilling Equipment – Truck-mounted drill rigs powered with gasoline or diesel engines are used in advancing test borings. Drilling through soil or softer rock is performed with hollow-stem auger or continuous flight auger. Carbide insert teeth are normally used on bits to penetrate soft rock or very strongly cemented soils which require blasting or very heavy equipment for excavation. Where refusal is experienced in auger drilling, the holes are sometimes advanced with tricone gear bits and NX rods using water or air as a drilling fluid.

Sampling Procedures - Dynamically driven tube samples are usually obtained at selected intervals in the borings by the ASTM D1586 test procedure. In most cases, 2” outside diameter, 1 3/8” inside diameter, samplers are used to obtain the standard penetration resistance. “Undisturbed” samples of firmer soils are often obtained with 3” outside diameter samplers lined with 2.42” inside diameter brass rings. The driving energy is generally recorded as the number of blows of a 140-pound, 30-inch free fall drop hammer required to advance the samplers in 6-inch increments. These values are expressed in blows per foot on the boring logs. However, in stratified soils, driving resistance is sometimes recorded in 2- or 3-inch increments so that soil changes and the presence of scattered gravel or cemented layers can be readily detected and the realistic penetration values obtained for consideration in design. “Undisturbed” sampling of softer soils is sometimes performed with thin-walled Shelby tubes (ASTM D1587). Tube samples are labeled and placed in watertight containers to maintain field moisture contents for testing. When necessary for testing, larger bulk samples are taken from auger cuttings. Where samples of rock are required, they are obtained by NX diamond core drilling (ASTM D2113).

Boring Records - Drilling operations are directed by our field engineer or geologist who examines soil recovery and prepares boring logs. Soils are visually classified in accordance with the Unified Soil Classification System (ASTM D2487), with appropriate group symbols being shown on the logs.
Appendix B
<table>
<thead>
<tr>
<th>LAB NO.</th>
<th>BORING NO.</th>
<th>SAMPLE DEPTH (ft)</th>
<th>ASTM D698 Density</th>
<th>MOISTURE CONT. (%)</th>
<th>DENSITY WET (pcf)</th>
<th>DENSITY DRY (pcf)</th>
<th>ATTERBERG LIMITS LL</th>
<th>ATTERBERG LIMITS PL</th>
<th>ATTERBERG LIMITS PI</th>
<th>SWELL (%)</th>
<th>CONSOL TEST</th>
<th>% PASS #200 SIEVE</th>
<th>CLASSIFICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>5120</td>
<td>B-1</td>
<td>7.5</td>
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<td>6.8</td>
<td>116.9</td>
<td>109.5</td>
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<td>Attached</td>
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<td>Silty SAND (SM)</td>
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<tr>
<td>5121</td>
<td>B-2</td>
<td>2.5</td>
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<td>NLL</td>
<td>NPL</td>
<td>NP</td>
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<td>Silty SAND (SM)</td>
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<td>5122</td>
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<td>Clayey SAND (SC)</td>
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<tr>
<td>5123</td>
<td>B-3</td>
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<td>NLL</td>
<td>NPL</td>
<td>NP</td>
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<td>21</td>
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<td>Silty SAND (SM)</td>
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</tbody>
</table>

**SUMMARY OF SOIL TESTS**

- **Project**: South Hammond Fire Station
- **Job No.**: 172-2727
- **Location**: San Juan County, New Mexico
- **Date of Exploration**: 5/3/2017
PROJECT: South Hammond Fire Station
CLIENT: San Juan County
MATERIAL: Silty SAND (SM)
SAMPLE SOURCE: B-1 @ 7.5
SAMPLE PREP.: In Situ

INITIAL VOLUME (cu.in) 4.60
INITIAL MOISTURE CONTENT 6.8%
INITIAL DRY DENSITY(pcf) 109.5
INITIAL DEGREE OF SATURATION 25%
INITIAL VOID RATIO 0.52
ESTIMATED SPECIFIC GRAVITY 2.651

FINAL VOLUME (cu.in) 4.49
FINAL MOISTURE CONTENT 14.4%
FINAL DRY DENSITY(pcf) 111.8
FINAL DEGREE OF SATURATION 55%
FINAL VOID RATIO 0.48
SATURATED AT 0.5 tsf

ONE-DIMENSIONAL CONSOLIDATION PROPERTIES OF SOILS (ASTM D2435)

Consolidation (% of Initial Height) vs. Surcharge Pressure (tsf)

- In Situ Moisture Condition
- Saturation Condition
ONE-DIMENSIONAL CONSOLIDATION PROPERTIES OF SOILS (ASTM D2435)

INITIAL VOLUME (cu.in) 4.60  FINAL VOLUME (cu.in) 4.53
INITIAL MOISTURE CONTENT 6.1%  FINAL MOISTURE CONTENT 15.8%
INITIAL DRY DENSITY(pcf) 105.0  FINAL DRY DENSITY(pcf) 106.3
INITIAL DEGREE OF SATURATION 21%  FINAL DEGREE OF SATURATION 55%
INITIAL VOID RATIO 0.58  FINAL VOID RATIO 0.56
ESTIMATED SPECIFIC GRAVITY 2.651  SATURATED AT 0.25 tsf

Consolidation (% of Initial Height) vs. Surcharge Pressure (tsf) graph:
- ○ In Situ Moisture Condition
- ■ Saturation Condition
LABORATORY TESTING PROCEDURES

**Consolidation Tests:** One-dimensional consolidation tests are performed using “Floating-ring” type consolidometers. The test samples are approximately 2.5 inches in diameter and 1.0 inch high and are usually obtained from test borings using the dynamically-driven ring samplers. Test procedures are generally as outlined in ASTM D2435. Loads are applied in several increments to the upper surface of the test specimen and the resulting deformations are recorded at selected time intervals for each increment. Samples are normally loaded in the in-situ moisture conditions to loads which approximate the stresses which will be experienced by the soils after the project is completed. Samples are usually then submerged to determine the effect of increased moisture contents on the soils. Each load increment is applied until compression/expansion of the sample is essentially complete (normally movements of less than 0.0003 inches/hour). Porous stones are placed on the top and bottom surfaces of the samples to facilitate introduction of the moisture.

**Expansion Tests:** Tests are performed on either undisturbed or recompacted samples to evaluate the expansive potential of the soils. The test samples are approximately 2.5 inches in diameter and 1.0 inch high. Recompacted samples are typically remolded to densities and moisture contents that will simulate field compaction conditions. Surcharge loads normally simulate those which will be experienced by the soils in the field. Surcharge loads are maintained until the expansion is essentially complete.

**Atterberg Limits/Maximum Density/Optimum Moisture Tests:** These tests are performed in accordance with the prescribed ASTM test procedures.
Appendix C
The Geoprofessional Business Association (GBA) has prepared this advisory to help you – presumed a client representative – interpret and apply this geotechnical-engineering report as effectively as possible. In that way, clients can benefit from a lowered exposure to the subsurface problems that, for decades, have been a principal cause of construction delays, cost overruns, claims, and disputes. You have questions or want more information about any of the issues discussed below, contact your GBA-member geotechnical engineer. Active involvement in the Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project.

Geotechnical-Engineering Services Are Performed for Specific Purposes, Persons, and Projects
Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical-engineering study conducted for a given civil engineer will not likely meet the needs of a civil-works constructor or even a different civil engineer. Because each geotechnical-engineering study is unique, each geotechnical-engineering report is unique, prepared solely for the client. Those who rely on a geotechnical-engineering report prepared for a different client can be seriously misled. No one except authorized client representatives should rely on this geotechnical-engineering report without first conferring with the geotechnical engineer who prepared it. And no one – not even you – should apply this report for any purpose or project except the one originally contemplated.

Read this Report in Full
Costly problems have occurred because those relying on a geotechnical-engineering report did not read it in its entirety. Do not rely on an executive summary. Do not read selected elements only. Read this report in full.

You Need to Inform Your Geotechnical Engineer about Change
Your geotechnical engineer considered unique, project-specific factors when designing the study behind this report and developing the confirmation-dependent recommendations the report conveys. A few typical factors include:

- the client’s goals, objectives, budget, schedule, and risk-management preferences;
- the general nature of the structure involved, its size, configuration, and performance criteria;
- the structure’s location and orientation on the site; and
- other planned or existing site improvements, such as retaining walls, access roads, parking lots, and underground utilities.

Typical changes that could erode the reliability of this report include those that affect:

- the site’s size or shape;
- the function of the proposed structure, as when it’s changed from a parking garage to an office building, or from a light-industrial plant to a refrigerated warehouse;
- the elevation, configuration, location, orientation, or weight of the proposed structure;
- the composition of the design team; or
- project ownership.

As a general rule, always inform your geotechnical engineer of project changes – even minor ones – and request an assessment of their impact. The geotechnical engineer who prepared this report cannot accept responsibility or liability for problems that arise because the geotechnical engineer was not informed about developments the engineer otherwise would have considered.

This Report May Not Be Reliable
Do not rely on this report if your geotechnical engineer prepared it:

- for a different client;
- for a different project;
- for a different site (that may or may not include all or a portion of the original site); or
- before important events occurred at the site or adjacent to it; e.g., man-made events like construction or environmental remediation, or natural events like floods, droughts, earthquakes, or groundwater fluctuations.

Note, too, that it could be unwise to rely on a geotechnical-engineering report whose reliability may have been affected by the passage of time, because of factors like changed subsurface conditions; new or modified codes, standards, or regulations; or new techniques or tools. If your geotechnical engineer has not indicated an “apply-by” date on the report, ask what it should be; and, in general, if you are the least bit uncertain about the continued reliability of this report, contact your geotechnical engineer before applying it. A minor amount of additional testing or analysis – if any is required at all – could prevent major problems.

Most of the “Findings” Related in This Report Are Professional Opinions
Before construction begins, geotechnical engineers explore a site’s subsurface through various sampling and testing procedures. Geotechnical engineers can observe actual subsurface conditions only at those specific locations where sampling and testing were performed. The data derived from that sampling and testing were reviewed by your geotechnical engineer, who then applied professional judgment to form opinions about subsurface conditions throughout the site. Actual sitewide-subsurface conditions may differ – maybe significantly – from those indicated in this report. Confront that risk by retaining your geotechnical engineer to serve on the design team from project start to project finish, so the individual can provide informed guidance quickly, whenever needed.

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.
This Report’s Recommendations Are Confirmation-Dependent

The recommendations included in this report – including any options or alternatives – are confirmation-dependent. In other words, they are not final, because the geotechnical engineer who developed them relied heavily on judgment and opinion to do so. Your geotechnical engineer can finalize the recommendations only after observing actual subsurface conditions revealed during construction. If through observation your geotechnical engineer confirms that the conditions assumed to exist actually do exist, the recommendations can be relied upon, assuming no other changes have occurred. The geotechnical engineer who prepared this report cannot assume responsibility or liability for confirmation-dependent recommendations if you fail to retain that engineer to perform construction observation.

This Report Could Be Misinterpreted

Other design professionals’ misinterpretation of geotechnical-engineering reports has resulted in costly problems. Confront that risk by having your geotechnical engineer serve as a full-time member of the design team, to:

- confer with other design-team members,
- help develop specifications,
- review pertinent elements of other design professionals’ plans and specifications, and
- be on hand quickly whenever geotechnical-engineering guidance is needed.

You should also confront the risk of constructors misinterpreting this report. Do so by retaining your geotechnical engineer to participate in prebid and preconstruction conferences and to perform construction observation.

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can shift unanticipated-subsurface-conditions liability to constructors by limiting the information they provide for bid preparation. To help prevent the costly, contentious problems this practice has caused, include the complete geotechnical-engineering report, along with any attachments or appendices, with your contract documents, but be certain to note conspicuously that you’ve included the material for informational purposes only. To avoid misunderstanding, you may also want to note that “informational purposes” means constructors have no right to rely on the interpretations, opinions, conclusions, or recommendations in the report, but they may rely on the factual data relative to the specific times, locations, and depths/elevations referenced. Be certain that constructors know they may learn about specific project requirements, including options selected from the report, only from the design drawings and specifications. Remind constructors that they may perform their own studies if they want to, and be sure to allow enough time to permit them to do so. Only then might you be in a position to give constructors the information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions. Conducting prebid and preconstruction conferences can also be valuable in this respect.

Read Responsibility Provisions Closely

Some client representatives, design professionals, and constructors do not realize that geotechnical engineering is far less exact than other engineering disciplines. That lack of understanding has nurtured unrealistic expectations that have resulted in disappointments, delays, cost overruns, claims, and disputes. To confront that risk, geotechnical engineers commonly include explanatory provisions in their reports. Sometimes labeled “limitations,” many of these provisions indicate where geotechnical engineers’ responsibilities begin and end, to help others recognize their own responsibilities and risks. Read these provisions closely. Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The personnel, equipment, and techniques used to perform an environmental study – e.g., a “phase-one” or “phase-two” environmental site assessment – differ significantly from those used to perform a geotechnical-engineering study. For that reason, a geotechnical-engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. Unanticipated subsurface environmental problems have led to project failures. If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk-management guidance. As a general rule, do not rely on an environmental report prepared for a different client, site, or project, or that is more than six months old.

Obtain Professional Assistance to Deal with Moisture Infiltration and Mold

While your geotechnical engineer may have addressed groundwater, water infiltration, or similar issues in this report, none of the engineer’s services were designed, conducted, or intended to prevent uncontrolled migration of moisture – including water vapor – from the soil through building slabs and walls and into the building interior, where it can cause mold growth and material-performance deficiencies. Accordingly, proper implementation of the geotechnical engineer’s recommendations will not of itself be sufficient to prevent moisture infiltration. Confront the risk of moisture infiltration by including building-envelope or mold specialists on the design team. Geotechnical engineers are not building-envelope or mold specialists.