

PROJECT MANUAL

NDSCS

Career Innovation Center

4230 64th Avenue South
Fargo, North Dakota

Class/Conf/Display Technology Package

Issued: December 18th, 2024

SECTION 00 0001

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SECTION 00 0105

CERTIFICATIONS

PROJECT

NDSOS Career Innovation Center – Class/Conf/Display Technology Package
4230 64th Ave S
Fargo, North Dakota 58104

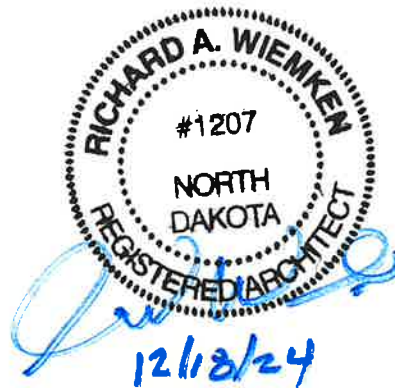
ARCHITECT OF RECORD

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly registered Architect under the laws of the State of North Dakota.

Name: Richard A. Wiemken, AIA

Date: 12/18/2024

Registration No.: 1207



SECTION 00 1014

CONSTRUCTION SCHEDULE

PART 1 - GENERAL

1.1 SUMMARY

- A. Drawings and general provisions of the Contract, including General Conditions and Division 00 & 01 Specification Sections, apply to this Section. Any Contractor/Supplier who submits a bid, enters into a contract and/or provides work acknowledges that they have read and understand all the requirements of Division 00 & 01 and this Section.
- B. Description: To assure adequate planning and execution of the Work within the Time allowed in the Contract.

PART 2 - PRODUCTS

2.1 NOT USED

PART 3 - EXECUTION

3.1 OVERALL CONSTRUCTION SCHEDULE

- A. Installation Begins: No later than January 20, 2025
- B. Final Completion: May 2, 2025.

3.2 PERFORMANCE

- A. Contractors, and Subcontractors must provide sufficient Material and Labor to meet the requirements of the Overall Construction Schedule.

END OF SECTION

SECTION 00 1114**INVITATION TO BID****REQUEST FOR BIDS**

Bid Date: 01/09/2025
Project: NDSCS Career Innovation Center – Class/Conf/Display Technology Package
Architect: R.L. ENGBRETSON ARCHITECTS FARGO LLC
901 13th Avenue East, Suite B
West Fargo, ND 58078
(701) 293-5735

Sealed bids will be received by NDSCS Alumni Foundation until 1:30 p.m. on January 9, 2025 at the RLE office located at: 901 13th Ave E., Suite B, West Fargo, ND 58078. Bids will then be opened and read aloud. Sealed bids can be mailed, or delivered, to the office of RLE, 901 13th Ave E., Suite B, West Fargo, ND 58078.

All work included in the contract must begin no later than January 20, 2025, with final completion by May 2, 2025.

Bids must be submitted on the bid form included in the project manual and accompanied by a bid bond in a separate envelope in the amount equal to five percent (5%) of the full amount of the bid. The bond must be executed by the bidder as principal and by a surety company authorized to do business in North Dakota, conditioned that if the bidder's bid be accepted and the contract be awarded to the bidder, the bidder, within ten (10) days after notice of award, will execute and effect a contract in accordance with the terms of the bidder's bid and a contractor's bond as required by law and the regulations and determinations of the NDSCS Alumni Foundation. The successful bidder will be required to furnish a Performance and Payment Bond in the full amount of the contract.

Include within the bid bond envelope a copy of the Contractor's License or Certificate of Renewal thereof issued by the North Dakota Secretary of State as required by law. List of all addenda to the plans and specifications and an acknowledgement by the bidder of receipt of such addenda must be written on the outside of either the bid envelope or separate envelope.

The Project includes but may not be limited to the work described below:

- Furnish and install classroom, conference room and digital display technology.

Construction documents may be examined only at the following locations:

RLE, 901 13th Avenue East, Suite B, West Fargo, ND.
Fargo – Moorhead Builders Exchange
Grand Forks Builders and Traders Exchange
Bismarck – Mandan Builders Exchange
Minnesota Builders Exchange

Bidders must hold a North Dakota Contractor's License and carry North Dakota Workers' Compensation Insurance as required by law.

The NDSCS Alumni Foundation reserves the right to hold all bids for a period of sixty (60) days after the day fixed for the opening of the bids, and the right to reject any or all bids and to waive any informalities.

No bid will be read or considered which does not fully comply with the above provisions as to bond and licenses and any deficient bid will be resealed and returned to the bidder immediately.

By: Hugh Veit, NDSCS Alumni Foundation Representative

SECTION 00 1115**INSTRUCTIONS TO BIDDERS****PART 1 - GENERAL****1.1 SUMMARY**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 00 & 01 Specification Sections, apply to this Section. Any Contractor/Supplier who submits a bid, enters into a contract and/or provides work acknowledges that they have read and understand all the requirements of Division 00 & 01 and this Section.

1.2 OBTAINING DOCUMENTS

- A. Documents may be obtained for bidding purposes upon the conditions set forth in the legally advertised Invitation for Bids.
- B. Documents are assembled into a Project Manual. Bidders shall verify the completeness of the Project Manual according to the Table of Contents.
- C. Bidders are bound by all documents which comprise a complete set, whether or not they are within separate volumes or manuals.
- D. Addenda are prepared and issued for the purpose of clarification or changes to the Contract Documents.

1.3 RECEIPT AND FORM OF BIDS

- A. Refer to the Invitation for provisions related to the procedures for receipt and opening of bids.
- B. Bids shall be made on the enclosed, unaltered Bid Form, which must bear the original signature of an authorized agent of the Bidder.
- C. Bid shall be submitted in a sealed envelope. The proposal shall bear on the outside the name of the Bidder, address of the bidder, the name of the project for which the bid is submitted, as well as other requirements as provided for in the Invitation for Bids and this section.
- D. If forwarded by mail or other commercial delivery method the sealed envelope containing the bid must be enclosed in another envelope addressed to the Owner with the notation "SEALED BID ENCLOSED".
- E. Bids received shall be from Prime Contractors only.

1.4 CONTRACTOR'S LICENSE

- A. Subject to provisions of North Dakota State Law (including Century Code, Chapter 43-07), bidders must hold a valid North Dakota Contractor's License of the proper class and shall enclose a copy of the License or Certificate of Renewal in the same envelope as the Bid Bond.
- B. Such license shall have been in effect for at least ten (10) days prior to the scheduled bid opening.
- C. Any bid submitted without this information properly included according to the (Invitation for Bids) shall be rejected without further consideration and returned to the bidder.

1.5 PROJECT REPRESENTATIVES

- A. Owner: NDSCS Alumni Foundation.
- B. Architect: R.L. Engebretson Architects Fargo LLC, 901 13th Ave E, Suite B; West Fargo, ND 58078.
 - 1. Architect's contact person: Kim Riesterer, Project Manager
kimr@rleco.com
(701) 361-8481

1.6 DEFINITIONS

- A. All definitions set forth in Contract Documents apply similarly to documents required for bidding.
- B. Bidder: Qualified person or entity who submits a bid proposal.
- C. Bidding Documents: Invitation to Bid, Instructions to Bidders, Bid Form, other sample forms and form documents, and the Contract Documents.
- D. Contract Documents: Project Manual and Addenda issued prior to the opening of bids.
- E. Addenda: Written or graphic instruments issued by Architect prior to execution of Contract used to modify or interpret Bidding Documents by additions, deletions, clarifications, or corrections.
- F. Bid: Complete, properly prepared and signed proposal to perform the Work or designated portion described in the Bidding Documents as the Base Bid, to which work may be added to or from which work may be deleted from for sums stated as alternate bids.
- G. Sub-bidder: Qualified person or entity who submits a proposal to other prime Bidder(s) for material and/or labor pertaining to a specific portion of the Work.

1.7 BIDDERS INTENT

- A. By submitting a bid, the Bidder represents that:
 - 1. The Bidder has reviewed and understands the Bidding and Contract Documents and makes the proposal in accordance with them,
 - 2. The Bidder proposes to perform the Work, in conformance and cooperation with other portions of the Work, which are bid concurrently or separately under other Prime Contracts.
 - 3. The Bid is based upon materials, equipment and systems required by the Bidding and Contract Documents without exception.
 - 4. The Bidder has taken the opportunity to visit the site of the Work, become familiar with local conditions under which the Work is to be performed and correlated with the Contract Documents.

1.8 SUBSTITUTIONS

- A. To obtain approval of unspecified products, the bidder shall submit a request according to provisions specified in Section 01 6000 - Materials and Equipment, which establishes requirements of this article.
- B. Submit requests to the Architect at least seven (7) days prior to bid opening.
- C. Any substitute products which are approved for use in the Work according to this provision will be identified in an Addenda.

1.9 EXAMINATION OF DRAWINGS, SPECIFICATIONS AND PROJECT SITE

- A. Bidders shall carefully examine all Bidding Documents, Drawings, Project Manual, Addenda, and the construction site to obtain first-hand knowledge of existing conditions.
- B. Extra payment for work arising from conditions that can be determined by examining the site and Contract Documents will not be considered.

1.10 INTERPRETATION OF DOCUMENTS

- A. Bidder shall carefully review bidding documents and compare with other documents for work being bid concurrently or presently under construction.
- B. Bidder shall examine the site and local conditions, and shall promptly report errors, inconsistencies, or ambiguities to the Architect.
- C. Bidders who require clarifications or interpretation of the documents shall submit a request via e-mail to the Architect at least three (3) days before the bid opening.
- D. Oral interpretations will be at the discretion of the Architect and reliance upon them is at the exclusive risk of the bidder.

1.11 ADDENDA

- A. Direct all questions about the Work to the Architect. Replies will be issued to all bidders of record as Addenda and shall become part of the Contract Documents.
- B. The design team (Owner, Architect, Engineer, and other representatives) will not be bound by or responsible for oral clarifications.
- C. Questions received less than three (3) days before the bid opening may not be answered.
- D. A final Addenda, if required, will be issued no later than 24 hours before the bid opening, unless it is necessary to change the time or date of the bid opening.
- E. It is the responsibility of each bidder to verify that all addenda have been received.

1.12 BID PREPARATION

- A. Bid shall be submitted on one unaltered copy, identical to the form included with the bid documents and accompanied by one identical photocopy.
- B. All blanks on the original shall be typed in or filled in manually in ink.
- C. Where indicated by the makeup of the form, sums shall be expressed in both words and numerical figures, and in the case of discrepancy, the amount written in words shall govern.
- D. Each bid shall include the legal name of the bidder and a statement indicating whether the bidder is a sole proprietorship, a partnership, a corporation, or some other legal entity.
- E. Bids shall be signed by person or persons legally authorized to bind the bidder to a Contract.
- F. A bid by a corporation shall include the date of incorporation and affix the corporate seal.
- G. A bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the bidder.

1.13 CONTRACTOR'S QUALIFICATION STATEMENT

- A. As a requirement of bidding, the Owner may require the bidder to submit an executed copy of AIA Document A305, Contractor's Qualification Statement.
- B. The Owner reserves the right to request this information and financial statements from the apparent low bidder or other specific bidders whose proposals are under consideration before awarding contracts.

1.14 CAUSES FOR REJECTION

- A. The Owner may reject any and all bids if in its opinion its best interests will be served thereby. Bids may be considered irregular and may be rejected if:
 - 1. The Proposal is not properly signed.
 - 2. The Bidder fails to include any of the required documents.
 - 3. There are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may make the bid proposal's meaning incomplete, indefinite, or ambiguous.

1.15 SUBMISSION OF BIDS AND REQUIRED EXHIBITS

- A. All documents shall be submitted in sealed, opaque envelopes addressed to the Owner (As indicated on the Bid Form in Document 00 4113).

Owner's Address:

NDSCS Alumni Foundation
800 6th Street N
Wahpeton, ND 58076

- B. Sealed Bid Envelopes may be dropped off in person or mailed to the Architect on or before the day and time of bid opening.

Architect's Address:

RLE
901 13th Ave E., Suite B
West Fargo, ND 58078

- C. Bid envelope contents:

- 1. One completed copy of the Bid Form and one photocopy duplicate.
- 2. Signatures, seals, and powers-of-attorney as specified herein.

- D. Place the following information in the upper left-hand corner of the bid envelope:

Bidder's Name
Bidder's Address
Project Name
Project Address
The words "Equal Opportunity Employer" (if applicable)
Addenda Acknowledged ____, ____, ____, (as applicable)

- E. Contents of separate envelope attached to the face of the bid envelope:

- 1. Copy of Contractor's License or Certificate of Renewal, if appropriate.
- 2. Bid Security (bond) in the amount of 5% of the bid.
- 3. List of addenda and acknowledgement by the bidder of receipt of each addenda.

- F. If the required information is not indicated on envelope containing bid forms, both envelopes will be returned unopened at Owner's discretion.
- G. If bid is sent by mail or other commercial delivery service, the bid envelopes shall be enclosed in a separate envelope clearly bearing the notation "SEALED BIDS ENCLOSED" on the face.
- H. Bids shall be delivered to the location designated in the Invitation for Bids prior to the time and date of bid opening. Bids received after the time and date for receipt of bids will be returned unopened. Bidder assumes full responsibility for timely delivery of bids.
- I. Oral, telephoned or electronically submitted bids are not allowed.

1.16 BID BONDS

- A. A Bid Bond in the amount of five percent (5%) of the proposed bid amount must accompany each proposal.
- B. Bid Bonds shall be prepared according to the "Invitation for Bids" and shall be made in the form included in the Project Manual.
- C. Security offered by the lowest responsible bidder will be retained until a Contract has been signed, accompanied by required Bonds for Performance and for Labor and Material Payment.
- D. Bonds shall be made payable to the Owner.
- E. Certified checks and other forms of bid security will not be acceptable.
- F. If any Bidder refuses to enter into a Contract, the Owner will retain that Bidder's bonds as liquidated damages, but not as a penalty.
- G. The Owner reserves the right to retain the bid security of the next lowest bidder until the lowest responsible bidder enters into Contract or until 60 days after bid opening, whichever is earlier. All other bid security will be returned as soon as practicable.

1.17 OTHER BONDS

- A. Prior to signing Contracts, the Owner will require evidence of Performance Bonds and Material and Payment Bonds in the full amount of 100% of the Contract sum as security promising faithful execution of the Contract requirements (completion of the Work).
- B. Bonds shall be on the forms provided in the Project Manual or on AIA standard forms and shall be issued by a Surety acceptable to the Owner. Costs for all bonds identified here and in the Contract Documents shall be included in the Contract Sum.
- C. Refer to other sections of the Project Manual for specific provisions pertaining to bonds.

1.18 MODIFICATION OR WITHDRAWAL OF BIDS

- A. Bid may be withdrawn by an authorized agent of the Bidder at any time before bid opening. Bids may be withdrawn and resubmitted in person prior to the time of opening bids.
- B. Hand written instructions placed on the bid envelope prior to bid date and time to modify bid will not be accepted or considered.

1.19 REJECTION OF BIDS

- A. Owner reserves the right to reject any or all bids, particularly any bid not accompanied by bid security or other required exhibits.

- B. The Owner reserves the right to disqualify any bid upon evidence of collusion or other unlawful practices by the bidder.

1.20 ACCEPTANCE OF BIDS (CONTRACT AWARD)

- A. The owner reserves the right to accept any bid, and to reject any or all bids for good cause, however, the successful lowest responsible bidder will be selected for award of the project.
- B. Prior to Award of the Contract the Architect will notify the bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to any sub-bidder. If reasonable objection is made, the bidder shall assign to the Contract other mutually acceptable substitute subcontractors with adjustment in the bid price to cover the actual changed cost.
- C. Each bidder shall be prepared, if so requested by the Owner, to present evidence of qualifications and financial ability to carry out the terms of the Contract.
- D. The Owner reserves the right to hold bids for 60 days after bid opening, prior to award of contract.

1.21 EXECUTION OF AGREEMENT

- A. Form of the contract will be AIA Document A151 - 2019, Standard Form of Agreement Between Owner and Vendor for Furniture, Furnishings, and Equipment (FF&E).
- B. Within 10 days after Notice of Award and receipt of Agreement forms, the successful bidder shall sign and deliver to the Owner all required copies of the Agreement.
- C. Failure to provide any exhibit of this section in a timely manner will subject the bidder to a commensurate loss of time from the project completion schedule.

1.22 NOTICE OF AWARD

- A. Successful bidders will receive Notice of Award as soon as possible, but no later than 60 days after acceptance of bids.

1.23 INSTRUCTIONS FOR BID ENVELOPE

- A. Attached at the end of this Section.

1.24 FEDERAL PARTICIPATION DISCLOSURE

- A. This project will be partially funded with Federal funds from the Coronavirus Capital Project Funds and therefore is subject to the Federal laws and regulations associated with that program including but not limited to Davis Bacon Wages and Equal Opportunity Employment. See attached at the end of this Section and Section 00 2000 Labor Standards.
- B. Federal Requirements:
 1. Fair Labor Standards Act.
 2. Equal Pay Act of 1963.
 3. Titles VI and VII of the Civil Rights Act of 1964.
 4. Section 504 of the Rehabilitation Act of 1973.
 5. Age Discrimination Act of 1975.
 6. Age Discrimination in Employment Act of 1967.
 7. Americans with Disabilities Act of 1990.
 8. North Dakota Human Rights Act.
 9. Drug Abuse Prevention, Treatment and Rehabilitation Act of 1970.
 10. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970.
 11. Alcohol, Drug Abuse and Mental Health Administration Reorganization Act of 1992.

12. Pro-children Act of 1994.
13. Drug-Free Workplace Act of 1988.

PART 2 - PRODUCTS

2.1 NOT USED

PART 3 - EXECUTION

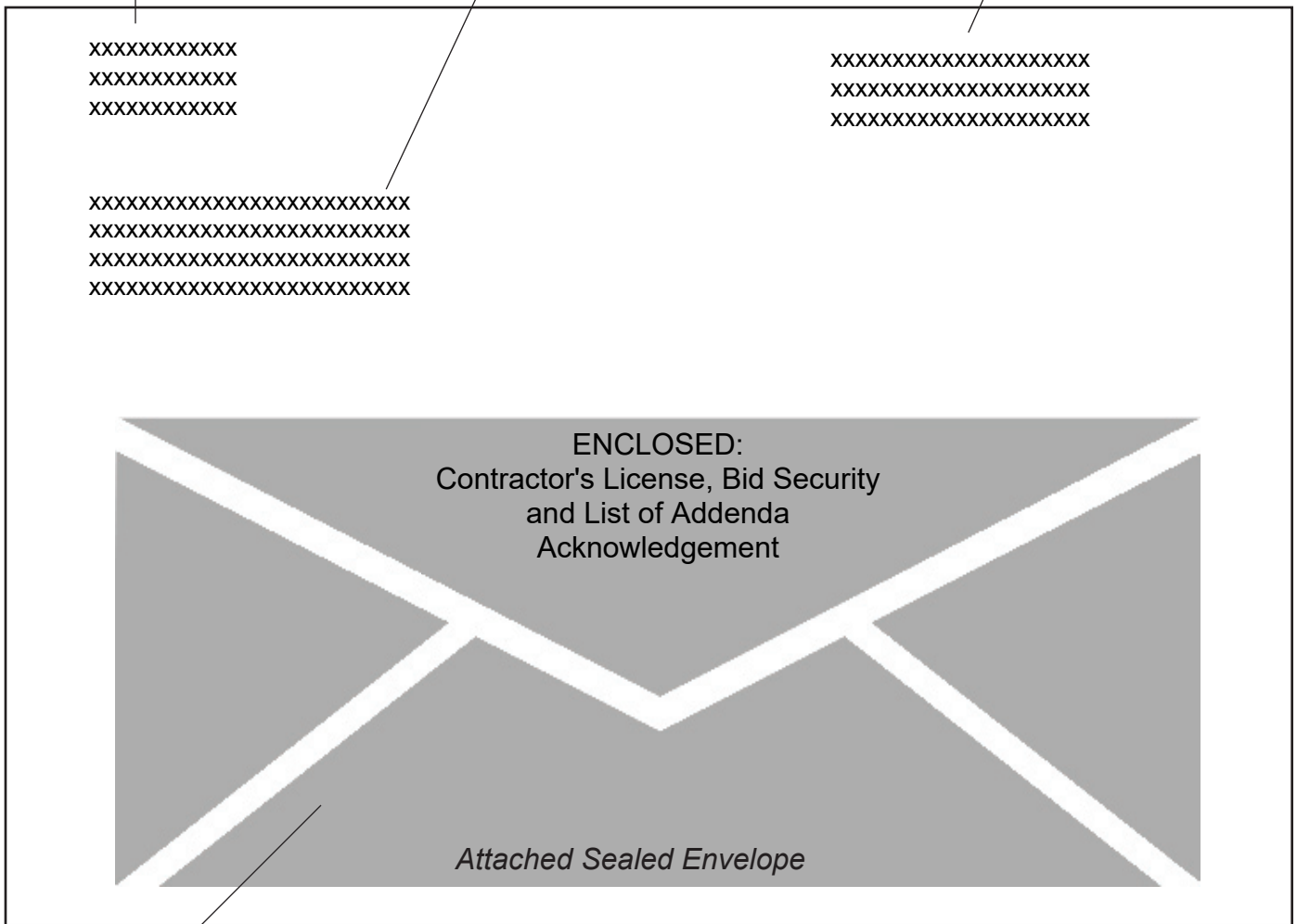
3.1 NOT USED

END OF SECTION

Instructions for Bid Envelope

The following information is representative of what must be present on a sealed, opaque bid envelope:

- 1. Bidder's Name
Street Address
City, State Zip
- 2. NAME OF PROJECT
Bid Package: *place bid category here*
"Addenda Acknowledged" (if applicable)
- 3. Owner's Name
Street Address
City, State Zip



- 4. Attached to the face of the bid envelope is another sealed, opaque envelope containing the bid security (bond) and a copy of the contractor's license.

**NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(EXECUTIVE ORDER 11246 AND 41 CFR PART 60-4)**

The following Notice shall be included in, and shall be a part of all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000.

The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation for each trade
	0.7 %	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is:

State of	<u>North Dakota</u>
County of	<u>Cass</u>
City of	<u>Fargo</u>

SECTION 00 2000**LABOR STANDARDS****PART 1 - GENERAL****1.1 SUMMARY**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 00 & 01 Specification Sections, apply to this Section. Any Contractor/Supplier who submits a bid, enters into a contract and/or provides work acknowledges that they have read and understand all the requirements of Division 00 & 01 and this Section.

1.2 LABOR STANDARDS

- A. In accordance with the authority of the Labor Standards Act, includes the requirement that laborers and mechanics employed by the contractor or subcontractor in the performance of construction work as provided in the Bid Documents be executed with wages at rates not less than those prevailing on similar construction in the locality, as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C 276 a to a-7).

1.3 DAVIS BACON WAGE RATES

- A. Davis Bacon wages are attached to this specification section. Wage rates updated on 10/25/2024.

1.4 CERTIFIED PAYROLL

- A. Weekly payroll reports are required on this project for each week in which any contract work is performed. Please refer to the attached statement of compliance and wage scale. Payroll reports must be submitted to our office for approval. Non-submittal of payroll reports may delay processing of monthly pay requests.

PART 2 - PRODUCTS**2.1 NOT USED****PART 3 - EXECUTION****3.1 NOT USED****END OF SECTION**



U.S. Department of Labor
Wage and Hour Division

PAYROLL
(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. Dec. 2008

NAME OF CONTRACTOR OR SUBCONTRACTOR

ADDRESS

OMB No.: 1235-0008
Expires: 07/31/2024

PAYROLL NO.

FOR WEEK ENDING

PROJECT AND LOCATION

PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK	
														FICA	WITH- HOLDING TAX		OTHER

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement
We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, gathering existing data sources, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

Date _____

I, _____ (Name of Signatory Party) _____ (Title) do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ (Contractor or Subcontractor) _____ on the _____ (Building or Work) _____; that during the payroll period commencing on the _____ day of _____, _____, and ending the _____ day of _____, _____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ (Contractor or Subcontractor) _____ from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That: (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

— in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

— Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.

EMPLOYEE RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd



**NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(EXECUTIVE ORDER 11246 AND 41 CFR PART 60-4)**

The following Notice shall be included in, and shall be a part of all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000.

The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation for each trade
	0.7 %	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is:

State of	<u>North Dakota</u>
County of	<u>Cass</u>
City of	<u>Fargo</u>

"General Decision Number: ND20240013 08/30/2024

Superseded General Decision Number: ND20230013

State: North Dakota

Construction Type: Building

County: Cass County in North Dakota.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	04/05/2024

2	05/17/2024
3	06/07/2024
4	07/12/2024
5	08/30/2024

BOIL0647-006 01/01/2023

	Rates	Fringes
BOILERMAKER.....	\$ 44.37	29.46

BRND0001-002 05/30/2022

	Rates	Fringes
BRICKLAYER.....	\$ 33.54	14.86

ELEC1426-004 06/01/2024

	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring).....	\$ 36.15	11.5%+13.81

IRON0512-006 05/01/2022

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 35.95	33.11

PLAS0633-001 05/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 35.33	18.40

PLUM0300-016 06/03/2024

	Rates	Fringes
PIPEFITTER.....	\$ 41.34	19.27
PLUMBER.....	\$ 41.34	19.27

SFND0669-002 04/01/2024

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 39.04	23.99

* SHEE9010-002 05/27/2024

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 30.48	25.59

* SUND2012-002 08/18/2014

	Rates	Fringes
CARPENTER (Drywall Finishing/Taping Only).....	\$ 21.22	7.11

CARPENTER, Excludes Drywall

Finishing/Taping, Drywall Hanging, and Metal Stud Installation.....	\$ 19.24	4.89
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 21.36	0.00
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 21.14	5.73
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 15.80 **	2.60
LABORER: Common or General.....	\$ 13.05 **	2.92
LABORER: Mason Tender - Brick...	\$ 15.32 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 14.54 **	3.41
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 26.00	3.82
OPERATOR: Crane.....	\$ 26.18	9.39
OPERATOR: Forklift.....	\$ 23.06	15.47
OPERATOR: Loader.....	\$ 23.75	0.00
PAINTER (Brush and Roller).....	\$ 21.86	8.41
ROOFER.....	\$ 16.37 **	2.84
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 27.27	7.76
TRUCK DRIVER: Dump Truck.....	\$ 19.81	5.42

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====
 ** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other

health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the "SA" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the "SA" identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

SECTION 00 4000

BID BOND FORM

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____

Of the City of _____, County of _____, State of _____

As Principal; and _____, a corporation authorized to act as Surety to this bond in the State of North Dakota, are held and firmly bound unto the NDSCS Alumni Foundation in the liquidating sum of _____ Dollars, for the payment of which sum, well and truly made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

The condition of the above obligation is such that whereas the Principal has submitted to the NDSCS Alumni Foundation, a sealed Proposal in writing, for the construction of the NDSCS Career Innovation Center – Class/Conf/Display Technology Package.

According to documents on file with the NDSCS Alumni Foundation, and pursuant to the true intent, meaning, and purposes of those documents.

NOW, THEREFORE, IF EITHER a) said Proposal is rejected, or b) if said Proposal accepted and the Contract for such work is awarded to the Principal within the time stipulated by the Documents identified above, or within such further time as may be granted by the Principal, and the Principal executes a contractual agreement to perform the work in accordance with the Proposal, then this obligation shall become void. Otherwise, this bond of obligation shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety shall, in no event, exceed the liquidating sum stated here.

The Surety stipulates and agrees that the obligation of said Surety and bond shall be in no way impaired nor affected by an extension by the principal of the time within which the Owners may accept such bid, and Surety does hereby waive notice of such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed and these presents to be signed by their proper officers, the day and year first set forth here on

this _____ day of _____, 2025

Principal _____

ATTEST:

Surety _____

By _____

(CONTINUES ON BACK)

(Continued)

NOTE: Witness to the following attestations are required for bonds supplied by all except individual proprietorships:

ACKNOWLEDGEMENT OF INDIVIDUAL or CORPORATION (as Principal):

ACKNOWLEDGEMENT OF SURETY:

STATE OF _____

STATE OF _____

COUNTY OF _____

COUNTY OF _____

On this _____ day of _____ in the year _____ before me,

On this _____ day of _____ in the year _____ before me,

known to me (or proved to me on oath of _____)

known to me (or proved to me on oath of _____)

to be the person who is described in and who executed the attached instrument and acknowledged to me that such instrument was lawfully executed.

to be the person described with the instrument as authorized attorney-in-fact for

(Notary Public)
(Seal)

(Notary Public)
(Seal)

END OF FORM



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)

NDSCS Alumni Foundation
800 6th Street N
Wahpeton, ND 58076

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description:

(Name and location)

NDSCS Career Innovation Center
Fargo, North Dakota

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

Signature: _____

Name and

Title:

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

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name and

Title:

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

R.L. Engebretson Architects Fargo,
LLC
901 13th Avenue East, Suite B
West Fargo, ND 58078

§ 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 all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title:

Address:

Signature: _____

Name and Title:

Address:



AIA® Document A312® – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

NDSCS Alumni Foundation
800 6th Street N
Wahpeton, ND 58076

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description:

(Name and location)

NDSCS Career Innovation Center
Fargo, North Dakota

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name and

Title:

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

Signature: _____

Name and

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

R.L. Engebretson Architects Fargo,
LLC

901 13th Ave E., Suite B

West Fargo, ND 58078

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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

Init.

§ 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 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

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

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

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

§ 16 Definitions

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

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

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

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

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

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

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

§ 18 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corporate Seal)

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____

SECTION 00 4113

BID FORM

Project: NDSCS Career Innovation Center – Class/Conf/Display Technology Package
Fargo, North Dakota

Bid Date: January 9, 2025, at 1:30 pm (CST)
At RLE, 901 13th Ave E, Suite B, West Fargo, ND 58078

Bid Proposal from _____, hereinafter called the Bidder,
(company name)

a _____ corporation / partnership / an individual, doing business as
(state) (circle one)

_____ to NDSCS Alumni Foundation, here in after called the Owner.
(company name)

To the Owner:

The bidder in compliance with your Invitation for Bids for the construction of NDSCS Career Innovation Center – Class/Conf/Display Technology Package project having examined the plans and specifications, hereby proposes to furnish all labor, materials, supplies and equipment necessary complete the work that this bid package represents. The bidder has reviewed the construction schedule and is in agreement with the time set forth within.

Bidder acknowledges receipt of the following addendum: _____, _____, _____, _____

BASE BID PROPOSAL:

Bidder agrees to perform all of the construction work described in the specifications and shown on the plans for the following Bid Package (if more than one bid package is quoted an additional bid form will be used) for the sum of money as noted following each Bid Package. If combined Bid Packages are given contractors are required to submit individual bids for each Bid Package as well.

BID PACKAGE:

The successful low bid will be evaluated for award of the project.

Bid Package Name

Amount of Base Bid

CLASS/CONF/DISPLAY TECHNOLOGY PACKAGE \$ _____

Bid in Accordance with this Bidding Manual Yes No (circle)

Bid in Accordance with the Contract Documents Yes No (circle)

Payment and Performance Bond Cost included in the base bid above Yes No (circle)

If no, indicate the premium for any bonds to be added to the base bid for the Bid Bond _____ Dollars in the sum of 100% of contract amount.

(\$ _____) complied at a rate of _____%.

Dated: _____

(Signature)

By: _____

Its: _____

Subscribed and Sworn to before me

Owner/Officer

This ____ day of _____, 20__

Notary Public

Bidder understands that the owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a surety bond or bonds if requested by owner.

Respectfully submitted,

By

(Signature)

Title _____

Business Address _____

(SEAL if bid is by a corporation)

Telephone _____

E-Mail _____

END OF FORM

SECTION 00 5100

NOTICE OF AWARD

Description of Work for a Single Prime Bid / Contract(s), including but not limited to:

- Furnish and install classroom, conference room and digital display technology.

Work Scope is fully based on the Contract Documents, General Conditions of the Contract, Addenda and the executed Construction Contract between the Owner and Contractor.

Re: NDSCS Career Innovation Center – Class/Conf/Display Technology Package

The Owner represented by the Undersigned has considered the Bid submitted by you for the Work, summarized above, in response to its Notice and Instructions to Bidders.

Dated: _____, 2025.

It appearing that it is to the best interest of said Owner to accept your Bid in the amount of:

(\$ _____) DOLLARS, you are hereby notified that your Bid has been accepted, except as follows (Note any conditions, if any. If no exceptions, indicate "NONE"):

You are required by the "Notice and Instructions to Bidders to execute the formal Contract with The Undersigned Owner within ten (10) days from the date of the mailing of this Notice to you.

If you fail to execute said Contract within ten (10) days from the date of mailing of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and to award the Work covered by your Bid to another, or to re-advertise the Work or otherwise dispose thereof as the Owner may see fit.

Dated this _____ day of _____, 2025.

OWNER: NDSCS Alumni Foundation

BY: _____
Hugh Veit

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged this _____ day of _____, 2025.

By: _____
(Contractor)

SECTION 00 7201**CONTRACT CONDITIONS****PART 1 - GENERAL****1.1 SUMMARY**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 00 & 01 Specification Sections, apply to this Section. Any Contractor/Supplier who submits a bid, enters into a contract and/or provides work acknowledges that they have read and understand all the requirements of Division 00 & 01 and this Section.

1.2 FORM OF AGREEMENT & SUPPORTING DOCUMENTS

- A. Form of agreement shall be AIA Document A151 – 2019, Standard Form of Agreement between Owner and Vendor for Furniture, Furnishings, and Equipment (FF&E).
 - 1. Within 15 days after Notice of Award, the successful bidder shall provide evidence of specified insurance coverages. All insurance policies must be approved by the Owner before Notice to Proceed.
 - 2. Provide evidence of liability insurance coverage (as specified) and current certificate of payment of Workers Compensation.
- B. Insurance and Bonds.
 - 1. Prior to signing Contracts, the Owner will require evidence of Performance Bond and Material/Labor Payment Bond in the full amount of 100% of the Contract sum as security promising faithful execution of the Contract requirements (Completion of the Work).
 - 2. Bonds shall be in a standard format acceptable to the Owner and issued by a surety acceptable to the Owner. Costs for all Bonds identified here and in the Instructions to Bidders shall be included in the Contract sum.
 - 3. Bonds shall be accompanied by acknowledgment of Surety and Power of Attorney-in-Fact.

1.3 TAX CLEARANCE

- A. Pursuant to Section 43-07-1171 of the North Dakota Century Code, each prime Contract bidder shall file a request for income tax clearance with the State Tax Commissioners office. A copy of the request form is attached for the information of bidders. No contract will be awarded until the State Tax Commissioners office has verified that no outstanding tax obligations exist which would prohibit the Contractor from entering into a lawful contractual agreement. The response verifying Contractor's tax status shall be furnished to the Owner simultaneous with insurance documentation and executed Contract (Owner-Contractor Agreement form).

1.4 CONTRACT CONDITIONS INCLUDE THE FOLLOWING:

- A. General Conditions are included as a part of AIA Document A151 – 2019, Standard Form of Agreement between Owner and Vendor for Furniture, Furnishings, and Equipment (FF&E).
- B. Articles, paragraphs, subparagraphs not amended, voided or superseded by these supplementary provisions, remain in effect.
- C. Contract conditions apply to all work of each other section of this Project Manual.
- D. Terms governing the performance of all Contract work are established by form documents that follow this page, documents listed above, and documents that will be issued by Addenda.

PART 2 - PRODUCTS

2.1 NOT USED

PART 3 - EXECUTION

3.1 NOT USED

END OF SECTION

 **AIA** Document A151™ – 2019**Standard Form of Agreement between Owner and Vendor for Furniture, Furnishings, and Equipment (FF&E)**

AGREEMENT made as of the Eighteenth day of December in the year Two Thousand Twenty-Four
(In words, indicate day, month, and year.)

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

NDSCS Alumni Foundation
800 6th Street North
Wahpeton, ND 58076

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

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

NDSCS Career Innovation Center – Class/Conf/Display Technology Package
4230 64th Avenue South
Fargo, North Dakota 58104

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

R.L. Engebretson Architects Fargo LLC
901 13th Avenue East, Suite B
West Fargo, ND 58078
Telephone Number: 701-293-5735

The Owner and Vendor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

TABLE OF ARTICLES

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Governing Law, including the Uniform Commercial Code

This Agreement is for the sale of goods, specifically furniture, furnishings, and equipment (FF&E), and shall be governed by the law of the place where the Project is located, excluding that jurisdiction’s choice of law rule and including the jurisdiction’s Uniform Commercial Code (UCC) as adopted. If this Agreement conflicts with terms provided by the UCC, the Agreement shall prevail. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.7.

§ 1.2 The Contract Documents

The Contract Documents are enumerated in Article 15 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Vendor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Performance by the Vendor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.3 The Contract

The Contract Documents form the Contract for the Work. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior proposals, offers, terms and conditions, 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 between any persons or entities other than the Owner and the Vendor. The primary purpose of the Contract is the sale of goods, and any services provided are incidental to such primary purpose.

§ 1.4 Modifications

A Modification is a written amendment to the Contract for changes in the Work signed by both parties or a written order for a minor change in the Work signed by the Architect. A minor change in the Work is a change that is consistent with the intent of the Contract Documents and does not involve an adjustment in the Contract Sum or an extension of the Contract Time.

§ 1.5 The Work

The Work means the Vendor's performance, including the sale of FF&E and any incidental fabrication, shipping, warehousing, delivery, installation, and other items or services required by the Contract Documents and provided, or to be provided, by the Vendor. The Work includes all labor, materials, temporary protection, storage, and equipment necessary to fulfill the Vendor's obligations, except as specifically indicated in the Contract Documents to be the responsibility of others. The Work may constitute the whole or a part of the Project.

§ 1.6 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.

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

§ 1.7.1 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 in their Instruments of Service, including copyrights. The Vendor, sub-vendors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.7.2 The Vendor, sub-vendors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 1.8 and 1.9, 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 Vendor, sub-vendors, and suppliers may not use the Instruments of Service on other projects, or in connection with additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.8 Digital Data Use and Transmission

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

§ 1.9 Building Information Models Use and Reliance

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

§ 1.10 Severability

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

§ 1.11 Notice

§ 1.11.1 Except as otherwise provided in Section 1.11.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by

electronic transmission in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

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

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

§ 1.12 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Vendor, assign the Contract to a lender providing financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Vendor shall execute all consents reasonably required to facilitate such assignment.

ARTICLE 2 CONTRACT SUM AND PAYMENTS

§ 2.1 Contract Sum

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

§ 2.1.2 Alternates

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

Item	Price
------	-------

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

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 2.1.3 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

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

(Identify each allowance.)

Item	Price
------	-------

§ 2.1.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

§ 2.1.6 Other:

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

§ 2.2 Payments

§ 2.2.1 The Owner shall make payments to the Vendor in conformance with the following payment terms:
(Insert payment terms, such as payment due dates, deposit requirements, and prompt payment discounts, if any.)

Period covered by each Application for Payment shall be one calendar month ending on the last day of the month

§ 2.2.2 When payment is due pursuant to the payment terms of Section 2.2.1, the Vendor shall submit to the Owner an itemized invoice, supported by data substantiating the Vendor’s right to payment.

§ 2.2.3 Except with the Owner’s knowledge and consent, the Vendor shall not engage in any activity, or offer any employment, interest, or contribution to the Owner’s employees or consultants, that would reasonably appear to compromise the Owner’s employees’ or consultants’ judgment with respect to this Project.

ARTICLE 3 TIME

§ 3.1 Contract Time

§ 3.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for completion of the Work. The Contract Time shall be measured from the date of commencement. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

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

§ 3.1.3 If the Vendor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Vendor’s control; or (3) other causes that the Vendor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 14.

§ 3.1.4 If the Vendor fails to achieve completion of the Work as provided in this Article 3, liquidated damages, if any, shall be assessed as set forth in Section 2.1.5.

§ 3.2 Date of Commencement

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

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

On or before January 20, 2025

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

§ 3.3 Completion

§ 3.3.1 Completion of the Work occurs upon acceptance of all FF&E in the Contract Documents in accordance with Article 8.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Vendor shall achieve completion of the entire Work:
(Check the appropriate box and complete the necessary information.)

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

Init.

[X] By the following date: Final completion: May 2, 2025

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

Portion of Work	Completion Date
-----------------	-----------------

ARTICLE 4 OWNER

§ 4.1 The Owner's Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall not be changed without ten days' prior notice to the Vendor. The Owner identifies the following representative:

(Name, address, email address, and other information)

Hugh Veit
NDSCS Foundation Representative
800 6th Street North
Wahpeton, ND 58076
hughveit15@outlook.com

§ 4.2 Information and Services Required of the Owner

§ 4.2.1 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.

§ 4.2.2 Unless otherwise provided in the Contract Documents, the Owner shall provide

- .1 areas of the Project premises that the Vendor may use to perform the Work;
- .2 access to the Project premises for the Vendor at reasonable times;
- .3 information regarding any restrictions on the use of, or access to, the Project premises;
- .4 suitable space for receipt, inspection, acceptance, and staging of materials and FF&E;
- .5 utilities and facilities on the Project premises and vertical transportation necessary for progress and execution of the Work; and
- .6 a secured premises for storage of FF&E until acceptance.

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

ARTICLE 5 VENDOR

§ 5.1 The Vendor's Representative

The Vendor shall identify a representative authorized to act on behalf of the Vendor with respect to the Project. The Vendor's representative shall not be changed without ten days' prior notice to the Owner and Architect. The Vendor identifies the following representative:

(Name, address, email address, and other information)

§ 5.2 The Vendor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents by activities or duties of the Architect in the Architect's administration of the Contract.

§ 5.3 The Vendor shall coordinate its Work with the work provided by the Owner and the Owner's other vendors, consultants, and contractors. The Vendor may communicate with the Owner's other vendors, consultants, and contractors, for the purposes of completing the Work. The Vendor shall keep the Owner reasonably informed of any such communications. The Vendor shall be entitled to rely on the accuracy and completeness of work and information furnished by the Owner and the Owner's other vendors, consultants, and contractors. The Vendor shall provide prompt written notice to the Owner if the Vendor becomes aware of any error, omission, or inconsistency in such work or information.

§ 5.4 Review of Contract Documents and Inspection of Project Premises by Vendor

§ 5.4.1 Execution of the Contract by the Vendor is a representation that the Vendor has visited the Project premises, if required in the Contract Documents, and correlated personal observations with requirements of the Contract Documents.

§ 5.4.2 Before starting each portion of the Work, including placing orders for FF&E, the Vendor shall (1) 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 4.2; (2) visit and inspect the Project premises in order to gain an understanding of the conditions under which the Work is to be performed; (3) determine availability of facilities for access, delivery, transportation, and staging; (4) determine any restrictions imposed by the Owner and the Owner's separate vendors and contractors; and (5) correlate observations with the requirements of the Contract Documents. The Vendor shall promptly report to the Owner and Architect conditions observed that would impede the Vendor's performance of the Work. The Vendor's obligations to review the Contract Documents are for the purpose of facilitating delivery and installation by the Vendor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Vendor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Vendor as a request for information in such form as the Architect may require. It is recognized that the Vendor's review is made in the Vendor's capacity as a vendor and not as a licensed design professional, unless otherwise specifically provided for in the Contract Documents.

§ 5.4.3 The Vendor 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 Vendor shall promptly report to the Architect any nonconformity discovered by or made known to the Vendor as a request for information in such form as the Architect may require.

§ 5.4.4 If the Vendor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Vendor's notices or requests for information pursuant to Sections 5.4.2 or 5.4.3, the Vendor shall submit Claims as provided in Article 14. If the Vendor fails to perform the obligations of Sections 5.4.2 or 5.4.3, the Vendor shall pay such costs and damages to the Owner, subject to Section 14.12, as would have been avoided if the Vendor had performed such obligations. If the Vendor performs those obligations, the Vendor 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.

§ 5.5 Supervision

§ 5.5.1 The Vendor shall supervise and direct the Work using the Vendor's best skill and attention. The Vendor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures of fabrication, shipment, delivery, and installation, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 5.5.2 The Vendor shall be responsible to the Owner for acts and omissions of the Vendor's employees, sub-vendors, and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Vendor or any of its sub-vendors.

§ 5.5.3 The Vendor shall be responsible for inspection of portions of the Work already performed to determine that such portions are in proper condition for subsequent Work.

§ 5.6 Labor and Materials

§ 5.6.1 Unless otherwise provided in the Contract Documents, the Vendor shall provide and pay for labor, materials, tools, installation equipment and machinery, delivery, 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.

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

§ 5.6.3 The Vendor shall make no substitution or change in the Contract Documents unless done in accordance with a Modification, and after providing the Architect notice and a reasonable opportunity to evaluate the proposed substitution or change and consult with the Owner.

§ 5.7 Taxes

The Vendor shall pay sales, consumer, use, and other similar taxes that are legally enacted when quotes are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 5.8 Permits, Fees, Notices, and Compliance with Laws

§ 5.8.1 Unless otherwise provided in the Contract Documents, the Vendor shall secure and pay for 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.

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

§ 5.9 Allowances

The Vendor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select items under allowances with reasonable promptness. Allowance amounts shall include the costs to the Vendor of items delivered at the Project premises and all required taxes, less applicable trade discounts. Vendor's costs for unloading and handling at the Project premises, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance. Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Modification. The amount of the Modification shall reflect the difference between actual costs and the allowances under Section 2.1.4.

§ 5.10 Vendor's Schedules

§ 5.10.1 The Vendor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a progress 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 progress of the Work and Project, shall be related to the entire Project, and shall provide for expeditious and practicable execution of the Work.

§ 5.10.2 The Vendor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

§ 5.10.3 The Vendor's progress schedule shall indicate dates for commencement and completion of phases of the Work within the Contract Time, including dates for order placement, fabrication, shipping, delivery, and installation. The schedule shall indicate other critical dates, such as deadlines for approval of submittals of colors, finishes, and materials. The Vendor shall obtain and submit for the Owner's and the Architect's information written confirmation from sub-vendors of dates of fabrication and delivery.

§ 5.10.4 The Vendor shall cooperate with the Owner and Architect in coordinating the Vendor's progress schedule with those of contractors and separate vendors and with the requirements of the Owner and Architect. The Vendor shall cooperate in determining mutually acceptable dates and times for delivery, installation, and inspection of the Work, and

use of services and facilities provided to the Vendor, all to be confirmed in writing within a reasonable time in advance of such dates and times.

§ 5.11 Submittals

§ 5.11.1 The Vendor shall review for compliance with the Contract Documents and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents in coordination with the Vendor's progress schedule and in such sequence as to allow the Architect reasonable time for review. By submitting shop drawings, product data, samples, and similar submittals, the Vendor represents to the Owner and Architect that the Vendor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field installation 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. The Work shall be in accordance with approved submittals. Shop drawings, product data, samples and similar submittals are not Contract Documents.

§ 5.11.2 The Vendor shall provide the Owner with available manufacturer's warranty documents, product data, and material safety data sheets.

§ 5.12 Cleaning Up

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

§ 5.13 Access to Work

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

§ 5.14 Indemnification

§ 5.14.1 To the fullest extent permitted by law, the Vendor 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 Vendor, a sub-vendor, 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 which would otherwise exist as to a party or person described in this Section 5.14.1.

§ 5.14.2 In claims against any person or entity indemnified under Section 5.14.1 by an employee of the Vendor, a sub-vendor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 5.14.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Vendor or sub-vendor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 5.14.3 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Vendor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any sub-vendor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Vendor. If approved by the applicable court, when required, the Vendor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

ARTICLE 6 TITLE AND RISK OF LOSS

§ 6.1 Title to all FF&E shall be transferred to the Owner upon acceptance in accordance with Article 8.

§ 6.2 The risk of loss with respect to all FF&E provided by the Vendor shall remain with the Vendor, and the Owner has no obligation to insure such FF&E, until acceptance in accordance with Article 8.

ARTICLE 7 DELIVERY AND INSTALLATION

§ 7.1 The Vendor shall deliver FF&E in accordance with the Vendor's progress schedule, or at a time agreed upon by the Owner and Architect, and in accordance with Article 5.

§ 7.2 Delivery and installation of all FF&E shall be made at the Project premises unless otherwise specified in the Contract Documents.

§ 7.3 The Vendor shall coordinate with the Owner regarding the logistics of the Vendor's delivery and installation obligations at the Project premises.

ARTICLE 8 ACCEPTANCE

§ 8.1 The Owner and Architect may conduct a preliminary inspection of FF&E within seven days after its delivery to the Project premises for the purpose of verifying the delivery and quantities. Preliminary inspections shall not constitute acceptance of, taking charge over, or taking control of, such FF&E. The Architect shall report to the Vendor any defects, damage, deficiencies, or nonconformity observed during the preliminary inspection.

§ 8.2 When the Vendor considers the Work, or a portion thereof which the Owner agrees to accept separately, to be complete, the Vendor shall notify the Owner and Architect. The Vendor shall allow the Owner and Architect a reasonable amount of time to inspect the FF&E to determine, based on conformance with the Contract Documents, if it is accepted or rejected in whole or in part. Based on the Architect's recommendation to the Owner and the Owner's own inspection, if any, the Owner shall accept or reject the FF&E, in whole or in part.

§ 8.3 If the Owner rejects any of the FF&E, the Owner, or the Architect acting on behalf of the Owner, shall notify the Vendor within seven days of the date of inspection, specifying the basis for such rejection. Upon rejection, the Vendor shall provide a remedy and evidence of arrangements to accomplish such remedy. The Owner shall allow the Vendor a reasonable amount of time to remedy the rejected FF&E. When the Vendor considers the remedied FF&E to be complete, the parties shall follow the procedures set forth in Section 8.2. If the Owner rejects any of the FF&E for a second time, the Owner shall promptly notify the Vendor and the Vendor shall promptly remove the rejected FF&E from the Project premises and refund payments made for such rejected goods to the Owner. If the Vendor disagrees with an Owner's rejection, the Vendor may make a claim.

§ 8.4 FF&E not inspected in accordance with Section 8.2 or rejected in accordance with Section 8.3 shall be deemed accepted.

§ 8.5 The Owner's acceptance under this Article 8 cannot be revoked; however, the provisions of this Article 8 do not preclude recovery of damages as provided by law. The Owner's acceptance, or failure to discover a Vendor's breach after acceptance, shall not bar the Owner from making claims in accordance with Article 14 or from remedies and damages due to the Vendor's breach of this Agreement, including the Vendor's breach of warranties in Article 9.

ARTICLE 9 WARRANTIES

§ 9.1 The Vendor warrants to the Owner that the FF&E furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Vendor further warrants that the FF&E will conform to the requirements of the Contract Documents. FF&E not conforming to these requirements may be considered defective. The Vendor's warranty excludes remedy for damage or defect caused by abuse, alterations to the FF&E not executed by the Vendor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

§ 9.2 The Vendor assigns to the Owner all FF&E manufacturers' warranties and guarantees upon acceptance in accordance with Article 8.

§ 9.3 The Vendor hereby provides to the Owner all warranties relating to the FF&E implied by law, including the warranty of merchantability and warranty of fitness for a particular purpose.

§ 9.4 The Vendor acknowledges that no exclusion of, or limitation on, warranties contained in any proposal, product literature, or other submittal shall affect the warranties provided in this Article 9.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during the Vendor's performance, and until completion, of the Work. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Vendor 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 sub-vendors and suppliers shall be through the Vendor. Communications by and with separate vendors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 10.3 The Architect will assist the Owner in coordinating schedules for fabrication, delivery, and installation of the Work, but will not be responsible for failure of the Vendor or a sub-vendor to meet schedules for completion or to perform their respective duties and responsibilities in conformance with applicable schedules.

§ 10.4 The Architect will visit the Project premises at intervals appropriate to the stage of the Work, or as otherwise agreed with the Owner, to become generally familiar with, and to keep the Owner informed about, 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. The Architect will not have control over, charge of, or responsibility for, the means, methods, techniques, sequences, or procedures of fabrication, shipment, delivery, storage, or installation, or for the safety precautions and programs in connection with the Work, as these are solely the Vendor's rights and responsibilities under the Contract Documents.

§ 10.5 The Architect may order minor changes in the Work. The Architect's order for minor changes shall be in writing. If the Vendor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Vendor shall notify the Architect and shall not proceed to implement the change in the Work. If the Vendor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Vendor waives any adjustment to the Contract Sum or extension of the Contract Time.

§ 10.6 The Architect will conduct inspections of FF&E and provide recommendations as set forth in Article 8. Pursuant to Article 8, the Architect is only responsible for identifying defects, deficiencies, or nonconformities that the Architect actually observes, or reasonably should observe, during its inspections. The Architect is not required to make exhaustive or continuous inspections to fulfill its responsibilities in Article 8 and has no responsibility to discover latent defects.

§ 10.7 The Architect will review and approve or take other appropriate action upon the Vendor'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.

ARTICLE 11 RELATED ACTIVITIES OF OWNER OR OF SEPARATE VENDORS

§ 11.1 The Owner shall coordinate the activities of the Owner's own forces and of each separate vendor or contractor, if any, with the Work.

§ 11.2 If the Work depends for proper execution or results upon activities by the Owner or a separate vendor or contractor, the Vendor shall, prior to proceeding with that portion of the Work, promptly report to the Owner and Architect apparent discrepancies or defects in, or arising from, the activities of the Owner or separate vendors or contractors, that would impede the Vendor in achieving proper execution and results. If the Vendor fails to report reasonably discoverable discrepancies or defects, it shall be responsible for deficiencies or defects in its Work due to such deficiencies or defects.

§ 11.3 The Vendor shall reimburse the Owner for costs the Owner incurs that are payable to a separate vendor or contractor because of the Vendor's delays, improperly timed activities, or damage to the work of a separate vendor or contractor. The Owner shall be responsible to the Vendor for costs the Vendor incurs because of the delays, improperly timed activities, or damage to the Work caused by a separate vendor or contractor.

§ 11.4 If a dispute arises among the Vendor, separate vendors, or contractors, and the Owner as to the responsibility under their respective contracts for maintaining the Project 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 12 PROTECTION OF PERSONS AND PROPERTY

§ 12.1 Safety Precautions and Programs

The Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Vendor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work, and materials and FF&E to be incorporated therein, whether in storage on or off the Project premises, under care, custody, or control of the Vendor or sub-vendors; and
- .3 other property at the Project premises or adjacent thereto.

The Vendor 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 and property and their protection from damage, injury, or loss. The Vendor shall promptly remedy damage and loss to property caused in whole or in part by the Vendor, sub-vendors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Vendor is responsible under Sections 12.1.2 and 12.1.3. The Vendor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect, or of anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Vendor. The foregoing obligations of the Vendor are in addition to the Vendor's obligations under Section 5.14.

§ 12.2 Hazardous Materials and Substances

§ 12.2.1 The Vendor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Vendor 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 Project premises by the Vendor, the Vendor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Vendor. By written agreement between the Owner and Vendor, the Contract Time shall be extended appropriately, and the Contract Sum shall be increased in the amount of the Vendor's reasonable additional costs of shutdown, delay, and start-up.

§ 12.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Vendor, sub-vendors, 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 12.2.1 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.

§ 12.2.3 If, without negligence on the part of the Vendor, the Vendor 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 Vendor for all cost and expense thereby incurred.

ARTICLE 13 INSURANCE

§ 13.1 The Vendor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Article 13 or elsewhere in the Contract Documents. The Vendor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Vendor shall maintain the required insurance from the date of commencement of the Work to the date of completion of the Work, unless a different duration is stated below.

§ 13.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars (\$ 1,000,000) each occurrence, One Million Dollars (\$ 1,000,000) general aggregate, and One Million Dollars (\$ 1,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Vendor's indemnity obligations under Section 5.14.

§ 13.3 Automobile Liability covering vehicles owned by the Vendor and non-owned vehicles used by the Vendor, with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 13.4 The Vendor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Sections 13.2 and 13.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 13.5 Workers' Compensation at statutory limits.

§ 13.6 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.

§ 13.7 If the Vendor is required to furnish professional services as part of the Work, the Vendor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ 13.8 The Vendor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article 13 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final invoice and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 13.1. The certificates will show the Owner as an additional insured on the Vendor's Commercial General Liability and excess or umbrella liability policy.

§ 13.9 The Vendor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Vendor.

§ 13.10 To the fullest extent permitted by law, the Vendor shall cause the commercial liability coverage required by this Article 13 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 Vendor's negligent acts or omissions during the Vendor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Vendor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 13.11 Within three (3) business days of the date the Vendor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Article 13, the Vendor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Vendor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Vendor. The furnishing of notice by the Vendor shall not relieve the Vendor of any contractual obligation to provide any required coverage.

§ 13.12 Other Insurance Provided by the Vendor

(List below any other insurance coverage to be provided by the Vendor and any applicable limits.)

Coverage

Limits

§ 13.13 Waiver of Subrogation

§ 13.13.1 The Owner and Vendor waive all rights against (1) each other and any of their sub-vendors, agents, and employees, each of the other; (2) the Architect and Architect’s consultants; and (3) separate vendors or contractors, if any, and any of their sub-vendors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Vendor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect’s consultants, separate vendors and contractors, and sub-vendors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 13.13.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual, or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 13.13.2 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. The Owner shall pay the Architect and Vendor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Vendor shall make payments to their consultants and sub-vendors in similar manner.

ARTICLE 14 CLAIMS AND DISPUTES

§ 14.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 14.6, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Section 14.7 of this Agreement
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

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

§ 14.2 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 12.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 14.12, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 14.3 Notice of Claims

Claims by either the Owner or Vendor shall be initiated by notice to the other party in accordance with Section 1.11.2.

§ 14.4 Time Limits on Claims

The Owner and Vendor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement, whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more

than 10 years after the date of completion of the Work. The Owner and Vendor waive all claims and causes of action not commenced in accordance with this Section 14.4.

§ 14.5 If a claim, dispute, or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien procedures, including notice or filing deadlines.

§ 14.6 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the 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, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 14.7 If the parties have selected arbitration as the method for binding dispute resolution in this 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 the Construction Industry Arbitration Rules in effect on the date of this Agreement. 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 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.

§ 14.8 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, 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).

§ 14.9 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration 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 a Claim not described in the written Consent.

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

§ 14.11 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Vendor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 14.12 Waiver of Claims for Consequential Damages

The Vendor 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 Vendor 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. Nothing contained in this Section 14.12 shall be deemed to preclude an assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

ARTICLE 15 ENUMERATION OF CONTRACT DOCUMENTS

§ 15.1 The Contract Documents are defined in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 15.2 The Agreement is this executed AIA Document A151™-2019, Standard Form of Agreement Between Owner and Vendor for Furniture, Furnishings, and Equipment.

§ 15.3 Building Information Modeling Exhibit, if completed:

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

NDSCS Career Innovation Center – Class/Conf/Display Technology Package Project Manual as prepared by RLE dated December 18, 2024

Section	Title	Date	Pages
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§ 15.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

NDSCS Career Innovation Center – Class/Conf/Display Technology Package Drawing Set as prepared by RLE dated December 18, 2024

Number	Title	Date
--------	-------	------

§ 15.6 The Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to quotations or proposal requirements are not part of the Contract Documents unless the quotation or proposal requirements are enumerated in this Article 15.

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

.1 Other Exhibits:
(Check all boxes that apply.)

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents.)

Init.

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

OWNER *(Signature)*

Hugh Veit NCSCS Foundation Designated
Representative

(Printed name and title)

VENDOR *(Signature)*

(Printed name and title)

SECTION 00 8300

TAX CLEARANCE REQUEST FORM

Pursuant to Section 43-07-11.1.1 of the North Dakota Century Code, as amended, a request for income tax clearance is made on behalf:

Name of Taxpayer _____

Trade Name: _____

Business Name: _____

Mailing Address: _____

Complete the following:

____ Individual	Resident	Non-Resident
____ Partnership	ND Sales & Use Tax Permit # _____	
____ Corporation	FICA No. _____	
____ Small Business Corporation	Social Security Number _____	
____ Joint Venture	State returns filed for:	
____ Other (specify)	2020 _____	2021 _____
	2022 _____	2023 _____

If a partnership, list name, address, social security numbers, and FICA number for all partners:

Complete this form and forward one copy to the North Dakota Tax Department. State of North Dakota will issue a statement regarding Contractor’s tax status. A new clearance number must be obtained after July 01 each year.

It shall be the Contractor’s duty to furnish necessary proof of clearance to governmental bodies. This can be done by forwarding through the Architect, a copy of the tax clearance certificate or furnishing a valid tax clearance number.

Date _____

Signed _____

CIN _____

Title _____

END OF SECTION

SECTION 01 0050**ADMINISTRATIVE PROVISIONS****PART 1 - GENERAL****1.1 SUMMARY**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 00 & 01 Specification Sections, apply to this Section. Any Contractor/Supplier who submits a bid, enters into a contract and/or provides work acknowledges that they have read and understand all the requirements of Division 00 & 01 and this Section.
- B. Related Sections:
 - 1. Section 01 2900 – Payment Procedures.

1.2 REFERENCES

- A. For work or products specified by association or trade standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes or regulatory agencies.
- B. Comply with the most current version of the standard as of the date of Owner-Contractor Agreement, except when a particular date/version is specified.

1.3 SUBMITTALS

- A. All submittals under the provisions of Section 01 3300 - Submittal Procedures, unless noted otherwise.
- B. Documents Required Before Construction Start: The following documents must be submitted by the Contractor to the Architect before the Contractor proceeds with the Work:
 - 1. Certificates of Insurance.
 - 2. Worker's Compensation Certificate.
 - 3. Contractor's License.
 - 4. Contractor's Safety Program.
- C. Documents Required Before First Payment: The following documents must be submitted by the Contractor to the Architect before the Contractor receives its first payment:
 - 1. Signed Contract.
 - 2. Performance Bond and Payment Bond.
 - 3. Approved Schedule of Values. Provide to Owner at least 10 days before submission of first payment request.
 - 4. Executed Disclosure Affidavit.
 - 5. State Sales Tax Certificate & ID #.
 - 6. Federal ID #.
- D. Documents required with each pay request: Add monthly update and execution of Disclosure Affidavit and Lien Waivers from all Contractors/Material Suppliers over an aggregate contract amount of \$5,000.00.

PART 2 - PRODUCTS

2.1 NOT USED

PART 3 - EXECUTION

3.1 NOT USED

END OF SECTION

SECTION 01 0900**SUMMARY OF PROJECT PARAMETERS****PART 1 - GENERAL****1.1 SUMMARY**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 00 & 01 Specification Sections, apply to this Section. Any Contractor/Supplier who submits a bid, enters into a contract and/or provides work acknowledges that they have read and understand all the requirements of Division 00 & 01 and this Section.
- B. This Section includes a summary of general parameters of the Work covered by the Contract Documents for bidding, contracting and construction of the project. Specific requirements of work are indicated within individual Specification Sections.

1.2 REFERENCES

- A. Definitions
 - 1. Prime Contractor/Contractor: Universal term for the firm that will perform the Work under a direct contract with the Owner.
 - 2. Construction Documents: Project Manual, Drawings and Addenda.
- B. Project:
 - 1. NDSCS Career Innovation Center
 - 2. Class/Conf/Display Technology Package.
 - 3. 4230 64th Avenue S
 - 4. Fargo, ND 58104
 - 5. Description: Furnish and install classroom, conference room and digital display technology.
- C. Codes/Authority Having Jurisdiction
 - 1. City of Fargo, North Dakota.
 - 2. Codes Governing Project: As referenced on the Drawings, code information.
- D. Contract Delivery Format
 - 1. AIA Document A151 - 2019, Standard Form of Agreement Between Owner and Vendor for Furniture, Furnishings, and Equipment (FF&E).
- E. Owner
 - 1. NDSCS Alumni Foundation
 - 2. Hugh Veit, Owner Representative.
 - 3. 800 6th Street N
 - 4. Wahpeton, North Dakota 58076
- F. Architect of Record
 - 1. Richard A. Wiemken, AIA
 - 2. R. L. ENGBRETSON ARCHITECTS FARGO LLC
 - 3. 901 13th Avenue East, Suite B
 - 4. West Fargo, ND 58078
 - 5. (701) 293-5735
 - 6. Project Manager: Kim Riesterer

- G. Construction Manager (Work Group 2: Interior Fit-Up), for work occurring in conjunction with Class/Conf/Display Technology Package scope.
1. Comstock Construction
 2. 280 11th Street South
 3. Wahpeton, North Dakota 58075
 4. Project Manager:
 - a. Connor Koppang
 - b. ckoppang@comstockconst.com
 - c. (701) 552-7576

PART 2 - PRODUCTS

2.1 NOT USED

PART 3 - EXECUTION

3.1 NOT USED

END OF SECTION

SECTION 01 1000**SUMMARY OF WORK****PART 1 - GENERAL****1.1 SUMMARY**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 00 & 01 Specification Sections, apply to this Section. Any Contractor/Supplier who submits a bid, enters into a contract and/or provides work acknowledges that they have read and understand all the requirements of Division 00 & 01 and this Section.
- B. This Section includes a summary of the Work covered by the contract documents for bidding, contracting and construction of the project. Specific requirements of work are indicated within individual Specification Sections.
- C. Section Includes:
 - 1. Safety and health.
 - 2. General requirements of contracts.
 - 3. Project information.
 - 4. Work covered by Contract Documents.
 - 5. Owner-furnished, Owner-installed products (OFOI).
 - 6. Access to site.
 - 7. Work sequence.
 - 8. Coordination with Sequenced Owner Occupancy.
 - 9. Work restrictions.
 - 10. Specification and drawing conventions.
- D. Related Sections:
 - 1. Section 01 0900 - Summary of Project Parameters.

1.2 REFERENCE STANDARDS

- A. For work or products specified by association or trade standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes or regulatory agencies.
- B. Comply with the most current version of the standard as of the date of Owner-Vendor Agreement, except when a particular date/version is specified.

1.3 SAFETY AND HEALTH

- A. Safety and Health Regulations: Applicable provisions of the publications, standards, and regulations listed herein. The publications listed below form a part of this Specification to the extent referenced.
 - 1. Code of Federal Regulations (CFR):
 - a. OSHA Standard 29 CFR 1910 – Occupational Safety and Health Standards
 - b. OSHA Standard 29 CFR 1926 – Safety and Health Regulations for Construction.
 - c. Environmental Protection Agency (EPA) 40 CFR, Part 61 - National Emission Standards for Hazardous Air Pollutants.
 - d. Environmental Protection Agency (EPA) 40 CFR Chapter I, Subchapter R, Toxic Substance Control.

2. Federal Standards: FED-STD 313B, Material Safety Data Sheets, Preparation and the Submission of.
3. Other local, State, or Federal codes and regulations as referenced in the individual Specification Sections.

B. Contractor Responsibility

1. Each Contractor must have a Safety Plan in place before proceeding with the Work. Submit Safety Plan to the Architect for review before Construction start.
2. Contractor is responsible for the safety of its own personnel; other workers; visitors; the public; the Owner and its employees; and Architect and Engineer employees; by implementing and maintaining a safe working environment through:
 - a. A company safety program.
 - b. Monitoring the Site for unsafe conditions, OSHA violations and unsafe acts, and resolutions of violations and unsafe conditions or acts.
3. Contractor and its employees must notify Construction Manager immediately of any unsafe conditions, OSHA violations and/or unsafe acts.
4. The Construction Manager is responsible for the overall safety on the job site and assumes full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of Work. The contractors working on the project or material suppliers delivering to the project are responsible to the Construction Manager, Owner and Architect to abide by all Federal, State and local safety laws.
5. Contractor/Supplier will hold the Owner, Architect, other design consultants, and Construction Manager harmless for any action on the Contractor's/Supplier's part, or that of his/her employees or subcontractors, that results in illness, injury or death.
6. Contractor will administer preventive measures necessary to protect and provide care for Contractor, subcontractor, and materials supplier employees.

1.4 GENERAL REQUIREMENTS OF CONTRACTS

- A. Extent of Contract: Unless the Agreement contains a more specific description of the Work, names and terminology on Drawings and in Specification Sections determine which contract includes a specific element of Project.
 1. Unless otherwise indicated, the Work described in this Section for each contract (Work Package) with Owner refers to complete systems and assemblies, including products, components, accessories, and installation required by the Contract Documents.
 2. Local custom and trade-union jurisdictional settlements do not control the scope of the Work of each contract. When a potential jurisdictional dispute or similar interruption of work is first identified or threatened, affected contractors will negotiate a reasonable settlement to avoid or minimize interruption and delays.

1.5 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Contract Documents, which describe the Work, include these two major components:
 1. The Project Manual contains Contract Requirements, General Conditions and Technical Divisions and Sections. The Table of Contents, bound herein, lists the sections of the Project Manual.
 2. The Drawings, bound separately, include but are not limited to graphic plans, elevations, sections, isometrics and two-dimensional details along with written notes. Title Sheet TT1 contains the Sheet Index, which lists all Drawings.

- B. Separate Work Package: Contractor/Supplier Contracts will be established, solicited, awarded and executed with the Owner as separate, complete construction units. Each Contractor is responsible to review the scope of work of each Work Package and provide for the completion of each Work Package in their proposal. Each Contractor will familiarize themselves with the scope of each Work Package that interfaces with their Contract. Each Contractor must understand that portions of their work will be scheduled before, during and/or after work by others that will interface with their work.
- C. All work related to the project is identified in the Contract Documents. Each Contractor will review all of the Contract to fully determine the scope of their work and the scope of work by others. Nothing in this Section overrides or changes the Contract Documents. Disputes regarding the assignment of work between contractors will be interpreted by the Construction Manager and recommendations for resolution of such dispute will be presented to the Architect for a decision.
- D. No items in the Contract Documents will be interpreted as a work assignment to any particular industry trade.
- E. Materials and equipment may be furnished by the Owner or others to be incorporated into designated Contracts. The designated contractor is to accept delivery, unload or otherwise handle, store, and install such items as if it were their own purchase.

1.6 MATERIALS FURNISHED BY OWNER/ INSTALLED BY OWNER

- A. General: Cooperate fully with Owner so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by Owner. Coordinate the Work of this Contract with work performed by Owner.

1.7 WORK BY OWNER

- A. Concurrent Work: Construction Manager and/or Architect will coordinate the following construction operations at the Project site. Those operations will be conducted simultaneously with work under this Contract.
 - 1. Work Group 2: Interior Fit-Up.
 - 2. Furniture Package.
 - 3. Signage Package.
 - 4. Fume Hood Package.

1.8 ACCESS TO SITE

- A. General: Contractor has full use of the Project site for construction operations during the construction period, as indicated on Drawings by the Contract limits, and as indicated by requirements of this Section. Contractor's use of the Project site is limited only by the Owner's right to perform work or to retain other contractors on portions of the Project.
- B. Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of the Project site beyond areas in which the Work is indicated.
 - 1. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, A/E team, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.

1.9 WORK SEQUENCE

- A. Each Contractor/Supplier will coordinate its work with all other contractors and trades to enable efficient, continuous and direct pursuit of the Work to obtain completion by dates per Section 00 1014 - Construction Schedule.
- B. Order all materials immediately upon award of respective contracts.
- C. All Contractors are to include jobsite delivery, unloading and hoisting of materials included in their Work Package. Also included are scaffolds, lifts, etc., associated with the Work.
- D. All shop drawing submittals and, if necessary, re-submittals are to support project schedule. Complete shop drawing submittals are required within time indicated by the Architect for respective bid packages.
- E. All deliveries and work must support the project schedule.
- F. All Contractors agree to staff the project with adequate tradespeople, tools, equipment, etc. to support the project schedule. It is understood that contractors are expected to work multiple shifts, extra hours, weekends and possible holidays, if necessary, to support the project schedule.
 - 1. Exceptions to this are time working restrictions under the Laws of the Authority having Jurisdiction.

1.10 COORDINATION WITH SEQUENCED OWNER OCCUPANCY

- A. Owner Limited Occupancy of Completed Areas of Construction: Owner will occupy and place and install equipment in completed portions of the Work, before Substantial Completion of the Work, as long as such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy does not constitute acceptance of the total Work.
 - 1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied before Owner acceptance of the completed Work.
 - 2. Construction Manager to obtain a "Conditional Partial Certificate of Occupancy" from the Authority having Jurisdiction before limited Owner occupancy, as each area is completed.
 - 3. Before limited Owner occupancy, mechanical, electrical and fire protection systems must be fully operational, and required tests and inspections must be successfully completed.
 - 4. At Substantial Completion of the entire building, Owner will operate and maintain mechanical and electrical systems serving occupied portions of Work.
 - 5. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work, after final cleaning has been completed.
- B. Schedule of sequenced occupancy by the Owner and completion of the building will be according to the Owner Occupancy Schedule Plans prepared by the Construction Manager.

1.11 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets and other requirements of Authority having Jurisdiction.
- B. On-Site Work Hours: Limit work in the building to normal business working hours of 6 a.m. to 6 p.m., Monday through Friday, except as otherwise indicated. A representative of the Construction Manager must be on site during all contractor work.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities unless permitted under the following conditions, and then only after providing temporary utility services according to requirements indicated:

1. Notify Construction Manager not less than 3 days in advance of proposed utility interruptions.
- D. Non-smoking Building: Smoking is not permitted inside the building or within 30 feet of entrances, operable windows, or outdoor air intakes, once the building is enclosed or when determined by the Owner/Construction Manager, whichever is earlier.
- E. Controlled Substances: Use of non-smoking tobacco products and other controlled substances within the building is not permitted.
- F. Employee Screening: Comply with the Construction Manager's requirements regarding drug and background screening of Contractor personnel working on the Project site.

1.12 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on the Drawings are described in detail in the Specifications. One or more of the following are used on the Drawings to identify materials and products:
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specification Sections.
 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.

PART 2 - PRODUCTS

2.1 NOT USED

PART 3 - EXECUTION

3.1 NOT USED

END OF SECTION

SECTION 01 2500**CONTRACT MODIFICATION PROCEDURES****PART 1 - GENERAL****1.1 SUMMARY**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 00 & 01 Specification Sections, apply to this Section. Any Contractor/Supplier who submits a bid, enters into a contract and/or provides work acknowledges that they have read and understand all the requirements of Division 00 & 01 and this Section.
- B. Description: Administrative and procedural requirements for handling and processing Contract modifications.
- C. Related Sections:
 - 1. Section 01 2900 – Payment Procedures.
 - 2. Section 01 3300 – Submittal Procedures.

PART 2 - PRODUCTS**2.1 NOT USED****PART 3 - EXECUTION****3.1 MINOR CHANGES IN THE WORK**

- A. Architect will issue, Supplemental Instructions (SI) authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

3.2 CHANGES IN THE WORK

- A. Submit a detailed breakdown of the cost of any changed Work including an itemized list of quantities with the applicable unit costs and extended price for each.
 - 1. Include and indicate the items enumerated below. Items (a) and (b) constitute the cost of labor, and items (a), (b), (c) and (d) added together constitute the Basic Cost of the Changed Work.
 - a. Labor costs, itemized by each trade involved, showing the hourly rates for each, and the hours required for the change. Labor rates shall be the same for extra and credit computations and shall be the actual rate paid to the worker in accordance with established management labor agreements.
 - b. Burden of labor, which is only the actual costs of mandatory fringe benefits required by established agreements, taxes on labor, worker's compensation, insurance on labor as affected by payroll, unemployment taxes and insurance, including FICA and FUTA.
 - c. Quantities of materials, equipment and supplies, at their actual cost, with unit costs indicated.
 - d. Compute the cost of subcontractor Work in the same way as indicated above.
 - e. Add applicable sales tax on materials after above computations are completed.
 - 2. The total aggregate maximum that will be allowed for overhead and profit in addition to the Basic Cost of the Changed Work is as follows, expressed as a percentage of the Basic Cost of the Changed Work:

Overhead/Profit	
To the Contractor or Subcontractor for that Work performed with their own assets/forces	10%
To the Contractor or Subcontractor for that Work performed by other than its own assets/forces	5%

- a. Total markup on any changed Work, including overhead and profit for all tiers, exceeding fifteen percent (15%) is not allowed.
- b. The percentages allowed on any particular change for profit and overhead may be less than the maximums allowed, depending on:
 - 1) The nature of the change.
 - 2) Extent or complexity of the change.
 - 3) If the percentage is not commensurate with the responsibility and administration involved (such as the Contractor merely processing a Change Order to a Subcontractor).
3. Contractors, subcontractors and suppliers at any tier shall divide the overhead and profit amount actually allowed on any changed Work.
4. The burden on labor may be indicated as a dollar/cents addition to the hourly rate or may be expressed as a percentage of the extended hourly rate costs.
5. If required by the Architect, submit a detailed breakdown and appropriate backup to justify labor burden.
6. The Architect reserves the right to reject any labor burden that is inconsistent with other similar contractors or where the cost of fringe benefits is in excess of established labor agreements.
7. The burden on labor noted as general overhead is not allowed.
8. Quote material, equipment and supply costs at the actual cost to the party supplying the material or equipment.
9. Submit evidence to substantiate the costs:
 - a. Quote costs at trade discount prices, with quantity discounts also applied where the quantities warrant.
 - b. Cash or prompt payment discounts need not be credited.
 - c. In any proposal with material, equipment and supply credits, the credit shall be based on the actual Contract cost of the material (including trade and quantity discounts) less any charges actually incurred for handling or returning a material that has been delivered.
 - d. No cancellation, restocking or similar charge is allowed unless actually incurred by the purchaser and not allowed when the product has not been shipped.
10. The percentages allowed for overhead and profit must include:
 - a. Field and office supervision and administration (including extended home office overhead and field supervision personnel);
 - b. General insurance, except insurance included specifically as part of the labor burden;
 - c. Use or replacement of tools;
 - d. Shop burden;
 - e. Equipment purchase/ rental;
 - f. Engineering and estimating costs;
 - g. Performance and payment bond costs;
 - h. Cost of safety measures (including those imposed by OSHA);
 - i. Shipping, drayage and demurrage;
 - j. Parking charges;
 - k. Cleanup and debris removal;
 - l. Testing;
 - m. Permits;
 - n. Or any other costs.
11. Add overhead, profit and sales tax on materials the Basic Cost of the Changed Work.
12. Apply overhead and profit only to net difference where the extra exceeds the credit for Changes involving both extra and credit amounts.

13. Subject to review by the Architect, a reasonable allowance for overhead and profit may be credited to the Owner for Changes resulting in a credit in the Basic Cost of the Changed Work.
 - a. No credit for overhead and profit will be required where the net change credit is minor or where the change in Work indicates it is reasonable that no credit be allowed to the Owner due to the effort, cost or responsibility of the Contractor.
 - b. In the event of substantial subcontract credits, or for Work not performed by the Contractor, a reasonable overhead and profit credit will be allowed to the Owner.

3.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests (PR): The Architect will issue a description of proposed changes in the Work that may require adjustment to the Contract Sum and/ or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 1. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 2. Within the time specified in the Proposal Request or 10 days after receipt of the Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made as required in paragraph 3.2.
 - b. If requested, furnish data to substantiate quantities.
 - c. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals (Change Order Request (COR)): If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to the Architect as required in paragraph 3.2.
 1. Include a complete description of the proposed change, a statement outlining reasons for the change and the effect of the change on the Work.
 2. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 3. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 4. Comply with requirements in Section 01 6000 – Materials and Equipment, if the proposed change requires substitution of one product or system for product or system specified.

3.4 CHANGE ORDER PROCEDURES

- A. Upon Owner's approval of a Proposal Request, the Architect will issue a Change Order for signatures.

3.5 CONSTRUCTION CHANGE DIRECTIVES

- A. The Architect may issue a Construction Change Directive (CCD) instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 1. A Construction Change Directive contains a description of a change in the Work and designates the method to determine the change in the Contract Sum and/ or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Change Directive.

1. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract as required in paragraph 3.2.

END OF SECTION



Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
NDSCS CIC - Class/Conf/Display
Technology Package
4230 64th Avenue South
Fargo, ND 58104

CONTRACT INFORMATION:
Contract For: General Construction

Date:

CHANGE ORDER INFORMATION:
Change Order Number: 001

Date:

OWNER: *(Name and address)*
NDSCS Alumni Foundation
800 6th Street North
Wahpeton, ND 58076

ARCHITECT: *(Name and address)*
R.L. Engebretson Architects Fargo LLC
901 13th Avenue East, Suite B
West Fargo, ND 58078

CONTRACTOR: *(Name and address)*

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to 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 new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that 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 <i>(Firm name)</i>	_____ CONTRACTOR <i>(Firm name)</i>	_____ OWNER <i>(Firm name)</i>
_____ SIGNATURE	_____ SIGNATURE	_____ SIGNATURE
_____ PRINTED NAME AND TITLE	_____ PRINTED NAME AND TITLE	_____ PRINTED NAME AND TITLE
_____ DATE	_____ DATE	_____ DATE

SECTION 01 2900**PAYMENT PROCEDURES****PART 1 - GENERAL****1.1 SUMMARY**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 00 & 01 Specification Sections, apply to this Section. Any Contractor/Supplier who submits a bid, enters into a contract and/or provides work acknowledges that they have read and understand all the requirements of Division 00 & 01 and this Section.
- B. Description: Administrative and procedural requirements necessary to prepare and process Applications for Payment.
- C. Related Sections:
 - 1. Section 01 2500 – Contract Modification Procedures, for administrative procedures for handling changes to the Contract.
 - 2. Section 01 7700 – Closeout Procedures, for administrative and procedural requirements for contract closeout.
 - 3. Section 01 7810 – Project Record Documents, for electronic documentation format and method of distribution.

PART 2 - PRODUCTS**2.1 NOT USED****PART 3 - EXECUTION****3.1 SCHEDULE OF VALUES**

- A. Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with Continuation Sheets.
 - b. Submittals Schedule.
 - c. Contractor's Overall Construction Schedule.
 - 2. Contractor will submit the project's Schedule of Values to the Architect at the earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment. Reference submittal requirements of the Bid Form.
 - 3. Payments: Provide sub-schedules showing values correlated with each phase of payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Itemize the work for each Specification Section into line items for materials and labor WITHOUT costs associated with Contractor's General Conditions or Overhead and Profit.
 - 1. Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.

- d. Contractor's name and address.
 - e. Date of submittal.
2. Submit draft of AIA Document G703 Continuation Sheets.
 3. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value. Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
 4. Include a breakdown of the Contract Sum in detail required by other sections of this Contract, to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Use several line items for principal subcontract amounts, where appropriate.
 5. Round amounts to nearest whole dollar; total must equal the Contract Sum.
 6. Include a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may contain materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
 7. Include separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
 8. Each item in the Schedule of Values and Applications for Payment must be complete, including only the total cost for construction.
 - a. Temporary facilities and other major cost items that are not a direct cost of actual work-in-place may be either shown as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
 - b. Include the following line items at the bottom of the Schedule of Values:
 - 1) The Contractor's Cost for the project's General Conditions.
 - 2) The Contractor's Cost for Overhead and Profit.
 - c. Schedule Updating: Update and resubmit the Schedule of Values before each Application for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum, and to reflect payments received.

3.2 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment must be consistent with previous applications and payments as certified by the Architect and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Vendor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: Submit progress payments to the Architect by the 25th of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.

- D. Payment Application: Use AIA Document G702 – 1992, Application and Certificate for Payment, and AIA Document G703 - 1992 Continuation Sheet for Applications for Payment.
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
1. Entries must match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders and Construction Change Directives issued and approved by all parties before last day of construction period covered by application.
- F. Transmittal: Submit a signed and notarized original copy of each Application for Payment to Architect by a method ensuring receipt within 24 hours. Include waivers of lien and similar attachments if required.
1. Transmit with a transmittal form listing attachments and recording appropriate information about the application.
- G. Disclosure Affidavit: Reference General Conditions Article 9.2 and Section 01 0070 - Disclosure Affidavit.
1. Submit the Disclosure Affidavit before start of work.
 2. Complete a general description of the specified material or equipment provided. Note any deviation from the specifications. Any substitutions must have documentation of product approval as an equal by Addendum.
 3. The Owner, or Architect, reserve the right to reasonably object to any proposed Subcontractors or Suppliers. All Subcontractors and Suppliers must be approved before start of work.
 4. With each subsequent pay application for the duration of the Work, submit a current Disclosure Affidavit, with one signed as an original, that reflects any and all updates to subcontractor and supplier names and amounts.
 5. Post this list in the on-site construction office for reference by the Architect.
- H. Waivers of Mechanic's Lien with each Application for Payment: Submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for the construction period covered by the previous application.
1. Submit partial waivers on each item for the amount requested in the previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit final or full waivers.
 3. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application that is lawfully entitled to a lien.
 4. Waiver Forms: Submit waivers of lien on forms executed in a manner acceptable to Owner.
- I. Initial Application for Payment: The following administrative actions and submittals must precede or coincide with submittal of first Application for Payment:
1. List of subcontractors.
 2. Schedule of Values.
 3. Contractor's Construction Schedule (preliminary if not final).
 4. Products list.
 5. Schedule of unit prices.
 6. Submittals Schedule (preliminary if not final).
 7. List of Contractor's staff assignments.
 8. List of Contractor's principal consultants.
 9. Copies of building permits.
 10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 11. Initial progress report.

12. Report of preconstruction conference.
 13. Certificates of insurance and insurance policies.
 14. Performance and payment bonds, if and/ or when required.
- J. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for the portion of the Work claimed as substantially complete.
1. Include documentation supporting the claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application must reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- K. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations, where required, and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 6. AIA Document G707, "Consent of Surety to Final Payment."
 7. Evidence that claims have been settled.
 8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion.
 9. Final, liquidated damages settlement statement.

END OF SECTION

Application and Certificate for Payment

TO OWNER: NDSCS Alumni Foundation 800 6th Street North Wahpeton, ND 58076	PROJECT: NDSCS CIC - Class/Conf/Display Technology Package 4230 64th Avenue South Fargo, ND 58104	APPLICATION NO: 001 PERIOD TO: CONTRACT FOR: General Construction CONTRACT DATE: PROJECT NOS: FG2301FG / /	Distribution to: OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
FROM CONTRACTOR:	VIA ARCHITECT: R.L. Engebretson Architects Fargo LLC 901 13th Avenue East, Suite B West Fargo, ND 58078		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703®, Continuation Sheet, 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
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$0.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$0.00
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

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: _____ Date: _____
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: _____ Date: _____

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

AIA Document G702®, Application and Certification for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 001
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO: FG2301FG

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)				TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)		
		0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
GRAND TOTAL		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00

AIA Document G703 – 1992. Copyright © 1963, 1965, 1966, 1967, 1970, 1978, 1983 and 1992. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 18:34:06 ET on 09/30/2024 under Order No.4104250375 which expires on 02/19/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (3B9ADAB4)

**SECTION 01 2903
WAIVER OF LIEN
MATERIAL OR LABOR**

State of _____

County of _____

To All Whom It May Concern:

Whereas the undersigned:

_____ Contractor / Sub contractor / Material Supplier

Has been employed by:

_____ Contractor / Owner

To furnish labor and /or materials for:

_____ Nature of the Work

For the Building and Premises known as:

_____ Project name

_____ Address

_____ City, State Zip Code

Now, Therefore, Know Ye, That

_____ the undersigned for and in consideration of the sum of

_____ Dollars

And other good and valuable considerations, the receipt whereof is hereby acknowledged, do hereby waive and release any and all lien, or claim or right to lien on said above described building and premises under The Statutes of the State of _____ Relating to Mechanics' Liens, on account of labor or materials, or both, furnished or which may be furnished, by the undersigned to or on account of the said Firm or Individual therein named for said building or premises.

Sealed this _____ day of _____ 20 _____

By: _____

Title _____

Subscribed and sworn to before me this

_____ day of _____ 20 _____

My Commission Expires _____

Notary Public

Send your next Application for Payment Request and a Signed Lien Waiver for the Previous Payment received to:

RLE
901 13th Avenue E, Suite B
West Fargo, ND 58078

No Further Funds will be disbursed without a Signed Lien Waiver.

END OF SECTION

SECTION 01 3300**SUBMITTAL PROCEDURES****PART 1 - GENERAL****1.1 SUMMARY**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 00 & 01 Specification Sections, apply to this Section. Any Contractor/Supplier who submits a bid, enters into a contract and/or provides work acknowledges that they have read and understand all the requirements of Division 00 & 01 and this Section.
- B. Description: Administrative and procedural requirements for submitting shop drawings, product data, samples, and other submittals.
- C. Related Sections:
 - 1. Section 01 2900 - Payment Procedures, for submitting Applications for Payment and the Schedule of Values.
 - 2. Section 01 7700 - Closeout Procedures, for submitting closeout documents.
 - 3. Section 01 7810 - Project Record Documents, for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 4. Division 02 through Division 33 sections, for specific submittals.

PART 2 - PRODUCTS**PART 3 - EXECUTION****3.1 SUBMITTAL TYPES**

- A. General: At minimum, prepare and submit the following items. In addition, prepare any additional submittals required by individual Specification Sections.
 - 1. Subcontractor List
 - 2. Schedule of Values
 - 3. Application for Payment
 - 4. Submittal List
 - 5. Product Submittals
 - 6. Testing Reports
- B. Subcontractor List: Written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design.
 - 1. Include the following information in tabular form:
 - a. Name, address, and telephone number of the entity performing a subcontract or supplying products.
 - b. Number and title of related Specification Section(s) covered by subcontract.
 - c. Drawing number and detail references, as appropriate, covered by subcontract.
 - 2. Mark up and retain one copy as a Project Record Document.
- C. Schedule of Values: As specified in Section 01 2900 – Payment Procedures.
- D. Application for Payment: As specified in Section 01 2900 – Payment Procedures.

- E. Submittal List: A written summary indicating types of products required for the Work and their intended location. Include a unique identifier for each product.
 - 1. Mark up and retain one returned copy as a Project Record Document.

- F. Product Submittals: As appropriate for the element of construction and type of product or equipment. Samples and other physical materials must be both digitally documented (photographed) and delivered in physical form. Assemble and include in a single submittal the following information:
 - 1. Product Data: Data sheets and test reports on materials and finish, storage and handling requirements/recommendations.
 - 2. Letter of Compliance: Manufacturer's letter stating that products will meet or exceed product requirements, including available test reports.
 - 3. Manufacturer's Installation Instructions: Preparation instructions and recommendations, installation methods and special requirements.
 - 4. Shop Drawings: Project-specific information showing accurately to scale and dimensioned layout, configuration, profiles, components, tolerances, perimeter and conditions of construction, jointing methods and locations where applicable, and fastening methods. Do not base Drawings on reproductions of the Contract Documents or standard printed data.
 - 5. Design Data: Structural design calculations, bearing seal and signature of professional engineer licensed to practice in the State in which the project is located.
 - 6. Manufacturer's Samples for Selection: For each product specified, two complete sets of color samples representing manufacturer's full range of available colors and patterns.
 - 7. Manufacturer's Samples for Verification: For each product specified, two samples representing the product to be installed.

- G. Maintenance Material: As specified in Section 01 7700 – Closeout Procedures.
 - 1. Operation and Maintenance Procedures:
 - a. Operating instructions
 - b. Cleaning methods and solutions recommended
 - c. Preventative maintenance recommendations/requirements
 - 2. Record Documentation.
 - 3. Bond and Warranty.
 - 4. Extra Stock:
 - a. Materials
 - b. Spare Parts
 - c. Tools
 - 5. Maintenance Contracts.

3.2 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

- B. Schedule of Submittals: Schedule that includes all submittals for the Project.
 - 1. Include the processing time for each submittal and schedule each submittal in relation to associated construction activities.
 - 2. Allow enough time for submittal review, including time for re-submittals. Time for review begins when Architect receives the submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals sufficiently in advance of the Work to permit processing, including resubmittals.

C. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, that are received from sources other than the Contractor.

1. Transmittal Form: Provide locations on the form for the following information:

- a. Project name.
- b. Date.
- c. Destination (To:).
- d. Source (From:).
- e. Names of subcontractor, manufacturer, and supplier.
- f. Category and type of submittal.
- g. Submittal purpose and description.
- h. Specification Section number and title.
- i. Drawing number and detail references, as appropriate.
- j. Transmittal number.
- k. Submittal and transmittal distribution record.
- l. Remarks.
- m. Signature of transmitter.

D. Resubmittals: Make resubmittals in the same form as the initial submittal.

E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

F. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

3.3 CONTRACTOR'S/ SUBCONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Approval Stamp: Stamp each submittal with a uniform approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.4 ARCHITECT'S AND ENGINEER'S ACTION

- A. The Architect and Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect and Engineer will stamp each submittal with an action stamp and will mark the stamp appropriately to indicate action taken.

3.5 PROJECT CLOSEOUT

- A. At the end of the project, the Contractor will provide electronic historical data collected in the project collaboration service to the Owner, Architect and Consulting Engineers as part of Section 01 7810 – Project Record Documents.

END OF SECTION

SECTION 01 6000**MATERIALS AND EQUIPMENT****PART 1 - GENERAL****1.1 SUMMARY**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 00 & 01 Specification Sections, apply to this Section. Any Contractor/Supplier who submits a bid, enters into a contract and/or provides work acknowledges that they have read and understand all the requirements of Division 00 & 01 and this Section.
- B. Description: General requirements for the quality, delivery, storage, handling, and installation of products. Criteria for selecting products and procedures for requesting substitutions of materials, products, and equipment.
- C. Related Sections:
 - 1. Section 01 2500 - Contract Modification Procedures.
 - 2. Divisions 02 through 33 sections, for additional requirements or procedures.

PART 2 - PRODUCTS**2.1 NOT USED****PART 3 - EXECUTION****3.1 MATERIALS**

- A. Method of Specifying Products: Products may be specified herein by one or more, or a combination of, the following methods:
 - 1. By Reference Standard (ASTM, ACI, etc.) Only: Any product meeting that standard will be accepted, upon receipt by the Architect of proof of compliance.
 - 2. By Proprietary Brand Name and Model or Catalog Number and Noted as "No Substitution": Due to the unique features of the specified product, the requirement to match an existing product, or other requirements of the Owner, no options will be accepted.
 - 3. By Multiple Proprietary Brand Names and Model or Catalog Numbers: Any of the specified products will be accepted.
 - 4. By Proprietary Brand name and Model Number Followed by "or Approved Substitute" or Similar Phrases: Submit a request for substitution in accordance with the substitution requirements noted below.
 - 5. By Performance Criteria: Submit complete manufacturer's literature describing in detail all applicable attributes of the product for evaluation and approval by the Architect. Submission of data relating to performance criteria must be received by the Architect not less than seven (7) days before the Bid Date, and approval will be noted in the form of an addendum issued to all known Bidders.
- B. Accepted Substitutions: Where Acceptable Manufacturers are listed in the specifications, such manufacturers are believed to produce materials or products that comply with the requirements of the Contract Documents. Proof of compliance with the Contract Documents is the responsibility of the manufacturer and Contractor. Submit proof of compliance in accordance with Article 3.2, Substitution Procedures, below. Requests for approval will be evaluated as follows:

1. Where specifications include a brand name and model number as the "Basis of Design," other manufacturers' products will be evaluated based on the pertinent attributes of that product, such as aesthetic appearance, function, material quality, physical size, performance test results, ability to meet project time schedules, and availability of colors or finishes.
2. Where specifications are based on performance requirements, physical attributes or reference standards only, written certification by an independent testing laboratory or testing agency is acceptable proof of compliance.

3.2 SUBSTITUTION PROCEDURES

A. Prior-To-Bid Approvals:

1. Any bidder, supplier, or manufacturer who wants to propose substitute products must, not less than seven (7) days before Bid Opening Date, submit a request on company letterhead using the format contained in the attachment to this Section. Attach product data, catalog cuts, shop drawings or other descriptive literature for the proposed substitute product, and include complete analysis showing point for point comparison to the specified product. Include a list of previous local or area uses of the proposed product, including names of Owners, and Architects, Include samples of proposed product, if applicable.
2. Proposed substitute products will be evaluated on the following criteria:
 - a. Equivalence: The Architect is the sole judge of the equivalency of proposed substitute products and will make written recommendation to the Owner concerning acceptance or rejection of the product.
 - b. Contractor's Satisfaction: Contractor's requests must include written certification that the product he proposes is, in his best judgment, equal in all respects to the specified product, that it will fit in the space allocated, that it affords comparable ease of operation, maintenance, and service, that its appearance, life expectancy, and suitability for climate and use are comparable to the specified product, and that the proposed substitution is in the Owner's best interest.
 - c. Design Intent: No substitutions will be allowed that will result in changes to the Architect's design intent or to the aesthetic appearance of the Work.
 - d. Submittal Data: Manufacturer's data, which is readily available to the Architect, will not, in most cases, be sufficient for establishing proof of equality. Provide additional information, including laboratory test results from an independent, nationally recognized testing laboratory that certify types of materials used in the product, thickness, gauge or weight of materials, capacities, capabilities, coatings or finishes, functions, life expectancy, and operational information.
 - e. Burden of Proof: The burden of proof that a proposed substitution is equal to the specified product lies solely with the Contractor. Under no circumstance will the Architect be expected or required to prove that a proposed product is not equal.
3. To notify Bidders of accepted proposed substitutions, Architect will issue an Addendum not later than two (2) days before the Bid Opening Date. The addendum will list all accepted substitutions. Products not appearing on the list of approved substitutions will be considered rejected, and no further consideration will be given.

B. Substitutions During Construction:

1. Substitutions will not be considered when they are indicated or implied on shop drawings or in product data submitted for Architect's review, without separate written request before submittal. Substitutions will not be considered if substantial revision of the Contract Documents is required.
2. Requests for substitutions made during construction will be considered only if one or more of the following criteria are met:
 - a. The substitution is required for compliance with subsequent interpretation of building code requirements or insurance regulations.
 - b. Specified products become unavailable due to no fault of the Contractor.
 - c. Subsequent information discloses inability of the specified product to perform as intended or to properly fit in the designated space.

- d. Product manufacturer refuses to certify or warrant specified product as required.
 - e. When, in the Architect's judgment, acceptance of the proposed substitution would be substantially in the Owner's best interest due to cost savings, reduction of time, or other considerations.
3. Substitution requests made during construction will be evaluated based on the same criteria as requests made before Bid Opening.
 4. Substitution requests made during construction must be submitted to the Architect/Construction Manager in sufficient time to allow for adequate review and evaluation. Delays and added costs associated with or resulting from inadequate supporting data, necessary extended evaluations, or re-design work caused by substitution are the Contractor's responsibility.
- C. Responsibility for Substitutions: Acceptance of substitute products does not relieve the Contractor of the responsibility of complying with all other requirements of the Contract Documents and for coordinating substitutions with adjacent or otherwise affected Work. Additional costs or time delays resulting from substitutions are the sole responsibility of the Contractor.

3.3 PRODUCT DELIVERY, STORAGE AND INSTALLATION

- A. General Quality: All products must be of current manufacture, new and unused, free from all defects, and of the best quality of their respective kinds.
- B. Contractor assumes complete responsibility for furnishing, delivering, handling, and installing all products in accordance with manufacturers' recommendations or instructions, accepted trade practices, published reference standards, and the requirements of the Contract Documents.
- C. Manufacturer's Instructions:
1. Unless otherwise indicated, handle, store and install all manufactured products in strict accordance with the manufacturer's printed instructions.
 2. Distribute copies of manufacturer's instructions to all parties involved in the installation, including the Architect. Maintain one complete set of all manufacturers' instructions on the jobsite until completion and approval of the entire Work.
 3. Request supervisory assistance from product manufacturers as required to clarify manufacturer's instructions.
 4. In the event that jobsite conditions or installation requirements contained in the Contract Documents are in conflict with the manufacturer's instructions, notify the Architect/Construction Manager for clarification or direction before starting installation of the affected work.
- D. Material Safety Data Sheets: At the jobsite in an accessible and clearly marked location, maintain copies of manufacturer's latest Material Safety Data Sheets (MSDS) for all toxic or hazardous materials used in the Work.
- E. Packaging and Delivery:
1. Do not deliver products to the site until ready for installation or until adequate, protected storage facilities are available.
 2. Deliver manufactured products in the manufacturer's original containers, protective wrappings, or packaging, with labels intact and legible.
- F. Protection and Storage:
1. Store materials requiring protection from the elements above ground on suitable platforms or blocking, and under cover to protect from rain, snow, or frost.
 2. Protect products subject to damage from sunlight or ultraviolet rays with suitable opaque coverings.
 3. Store bulk products or materials, such as sand, gravel, topsoil, etc., in designated stockpile areas, and protect from contamination by dust, dirt, running water, and other deleterious substances, or from inadvertent mixing with adjacent materials.

- G. Protection of Other Work: Protect finished surfaces, openings, jambs, and soffits through, over, or under which products will be moved or introduced into the Work. Repair or replace any such surfaces damaged during the handling of products at no additional cost to the Owner.
- H. Replacement of Damaged Products: Replace, at no additional cost to the Owner, products that are damaged or contaminated during shipment or storage.

END OF SECTION

SECTION 01 6001
Attachment to Section 01 6000

SUBSTITUTION COVER LETTER
(Reproduce on Company Letterhead)

Date: _____

Project: NDSCS Career Innovation Center
Class/Conf/Display Technology Package
4230 64th Ave S
Fargo, North Dakota

Architect: R.L. ENGBRETSON ARCHITECTS FARGO LLC
901 13th Avenue East, Suite B
West Fargo, ND 58078
(701) 293-5735

In accordance with the provisions of Specification Section 01 6000 - Materials and Equipment, the following product substitution is proposed for the Owner's consideration. Three copies of supporting data as required by said Specification Section 01 6000 is attached herewith.

Drawing No. or
Specification Section No. _____

Item/Manufacturer Specified: _____

Proposed Substitution:
Manufacturer: _____

Model No.: _____

Vendor/Supplier:
Name: _____

Address: _____

Contact: _____

Telephone: (_____) _____ - _____

Reason for Substitution: _____

The undersigned hereby certifies that the proposed substitution is, in his best judgement, equal in all respects to the specified product, that it will fit in the space allocated, that it affords comparable ease of operation, maintenance and service, that its appearance, life expectancy, and suitability for the climate and intended use are comparable to the specified product, and that the proposed substitution is in the Owner's best interest.

The undersigned further agrees to assume sole responsibility for any increased costs due to changes in

the design, dimensions and fabrication of adjacent, surrounding or supporting work, and for additional testing, inspections or certifications that may be required by the acceptance of the proposed substitution.

Submitted by:

(Name of entity submitting substitution request)

By:

(Type or printed name and title)

Architect's Action:

Accepted
Accepted as noted
Not accepted

By: _____

Date: _____

Ref: Addendum No. _____

C.O. No. _____

Remarks:

END OF SECTION

SECTION 01 7700**CLOSEOUT PROCEDURES****PART 1 - GENERAL****1.1 SUMMARY**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 00 & 01 Specification Sections, apply to this Section. Any Contractor/Supplier who submits a bid, enters into a contract and/or provides work acknowledges that they have read and understand all the requirements of Division 00 & 01 and this Section.
- B. Description: Administrative and procedural requirements for contract closeout.
 - 1. Inspection procedures.
 - 2. Systems and equipment testing.
 - 3. Instructions to Owner.
 - 4. Substantial Completion.
 - 5. Cleaning.
 - 6. Warranties.
- C. Related Sections:
 - 1. Section 01 2900 - Payment Procedures, for requirements for Applications for Payment for Substantial and Final Completion.
 - 2. Section 01 7810 - Project Record Documents, for:
 - a. Submitting Record Drawings, Record Specifications, and Record Product Data.
 - b. Electronic means and methods of transmitting communications, project documents, submittals, etc.

PART 2 - PRODUCTS**2.1 NOT USED****PART 3 - EXECUTION****3.1 COMPLETION PROCESS**

- A. Plan an efficient and orderly completion process. Organize, schedule and coordinate the following:
 - 1. Work of Contractor's own forces.
 - 2. Work of subcontractors.
 - 3. Owner will take occupancy prior to closeout according to the schedule of Substantial Completion and final completion.
- B. Establish firm commitments for on-time completion.

3.2 FINAL CLEANING

- A. Perform final cleaning before inspection for Substantial Completion for the entire Project or for a portion of the Project. Plan, organize and coordinate cleaning to avoid working in spaces that have been cleaned. Coordinate progression of cleaning efforts with the Owner's sequence of occupancy.
- B. Complete the following final cleaning operations:

1. Remove rubbish, waste material, litter, and other foreign substances from the Project site, yard, and grounds in areas disturbed by construction activities.
 2. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 3. Remove tools, construction equipment, machinery, and surplus material from the Project site.
 4. Thorough Cleaning: Required unless otherwise specified.
 - a. Remove dust, dirt, debris, laitance, grease, oil, stains, discolorations, droppings, markings and other soil or foreign matter or substance.
 - b. Remove labels, except labels specifically designated to remain as part of a listed, rated or labeled item.
 - c. Use appropriate methods such as sweeping, scrubbing, mopping, washing, dusting and vacuuming to leave surfaces completely clean and streak-free.
 5. Broom Clean: Remove visible dirt or dust from surface with a new, high-quality, clean broom by thoroughly and properly sweeping so no dust or dirt is visible on surface. Broom cleaning is allowed in the following areas:
 - a. Tunnels, shafts, air shafts and air plenums not constructed of ductwork, and similar areas.
 - b. Floors in equipment rooms (including rooms such as electrical equipment rooms). In addition, wash floors and apply final coat of sealer if specified.
 - c. Paved areas.
 6. Remove petrochemical spills, stains, and other foreign deposits from paved areas.
 7. Remove stains and discolorations from floors.
 8. Hardware: Adjust and polish as needed.
 9. Perform other cleaning as required to turn the Project over to the Owner in new, well-maintained condition, and ready for occupancy and its intended use.
 10. Re-clean areas where work was performed after Substantial Completion.
- C. Comply with safety standards for cleaning.
- D. The Owner will perform additional cleaning in areas not cleaned to their satisfaction. The Contractor will be back-charged for the Owner's cleaning efforts.

3.3 SYSTEMS AND EQUIPMENT TESTING

- A. Test equipment and systems to demonstrate each system and piece of equipment is installed and operating properly.
- B. After operation and testing of systems, instruct Owner with Architect present.

3.4 WARRANTIES

- A. Submit written warranties as requested by the Architect for portions of the Work when warranty start dates are other than date of Substantial Completion.
- B. Organize warranty documents based on the Project Manual table of contents.
 1. Paper Copies:
 - a. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, of size necessary to accommodate contents.
 - b. Use heavy paper dividers with plastic-covered tabs for each warranty.
 - c. Mark tab to identify the product or installation.
 - d. Include a typed description of the product or installation, with the name of the product and the name, address, and telephone number of Installer.
 - e. Include procedures and notifications required for warranty claims.
 - f. Include a summary of each warranty and terms.
 - g. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

2. Electronic Copies:
 - a. Use Portable Document Format (PDF) with each warranty and product bookmarked.
 - b. Submit electronic file titled "WARRANTIES".
 - c. Include procedures and notifications required for warranty claims.
 - d. Include a summary of each warranty and terms.
 - e. Include each product name, a description of the product and/or installation.
 - f. Include the name, address, and telephone number of product Installer.
- C. Include additional copies of each warranty within operation and maintenance manuals.

3.5 SUBSTANTIAL COMPLETION PROCEDURES

- A. Before requesting inspection for Substantial Completion, Contractor/Subcontractor will review their work and certify that it meets the requirements of Divisions 00 and 01 and the Sections applicable to their Work.
- B. The Architect will review each Contractor's work and create a list of items to be completed, repaired, adjusted or redone to satisfy the requirements of the Work.
- C. When the Architect's list is completed, the Architect will verify the Work has been completed per the requirements of Divisions 00 and 01 and the Specification Sections covering the Work.
- D. If the Work is not complete, the Architect will document the Work that remains to be completed, the date when it will be completed, and the cost to complete the Work.
- E. When the documented items have been completed or corrected, the Architect will certify which Work has been completed and which Work remains.
 1. Include the name and identification of each space and area where items are incomplete or need correction including, if necessary, areas disturbed by the Contractor that are outside the limits of construction.
 2. The Architect will review the list and Work designated as complete. If any of the Work designated as complete is not actually complete, Architect will notify the Contractor.
 3. If a second review of the list is required, the Owner will charge back the Architect's time and expenses to the Contractor.

3.6 INSPECTION

- A. Preliminary Procedures: Before requesting inspection for determining the date of Substantial Completion, complete the following. List items below that are incomplete in the request.
 1. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 2. Prepare and submit Project Record Documents, operation and maintenance manuals, property surveys, and similar final record information.
 3. Complete startup testing of systems.
 4. Submit test/adjust/balance records.
 5. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 6. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
 7. Submit quantity of extra materials and date of turnover to owner.
- B. Submit a written request for inspection for Substantial Completion. On receipt of the request, the Architect will either proceed with inspection or notify the Contractor of unfulfilled requirements. The Architect will prepare the Certificate of Substantial Completion after inspection or will notify the Contractor of items, either on the Contractor's list or additional items identified by the Architect, that must be completed or corrected before the certificate will be issued.

1. Re-Inspection: Request re-inspection when the Work previously identified as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

3.7 AFTER SUBSTANTIAL COMPLETION

- A. Expedite completion of remaining work in an organized, efficient manner that maintains quality standards. Perform such work according to the following requirements:
1. Schedule work in advance with Owner.
 2. Perform work in occupied areas in a manner and at such time as will not significantly interfere with, hamper or inconvenience Owner's program or functions.
 3. When necessary, use overtime to accomplish work not able to be completed during normal work hours at no extra cost to the Owner.

3.8 BEFORE FINAL COMPLETION

- A. Insurance: Refer to General Conditions.
1. Upon completion of work and written acceptance by Owner, provide a Certificate of Insurance indicating specified Completed Operations insurance will be provided for a minimum of one year after Owner's acceptance of entire Project.
 2. Specified Property Insurance shall be maintained until final acceptance by Owner of entire project.
- B. Supplemental Agreements: Resolve supplemental agreements before final payment, including adjustment of allowance.
- C. Consent of Surety: Refer to General Conditions. Obtain consent of surety before reducing retained percentage and before final payment.
- D. Guarantees and Warranties: Refer to General Conditions for general guarantee requirements.
1. In addition to general guarantee, provide written guarantees specified in technical sections of the Project Manual per Section 01 3300 - Submittal Procedures.
- E. Retention of Records: Retain records required by law and best business practices.
- F. Record Set of Drawings
1. Refer to General Conditions and Section 01 7810 - Project Record Documents.
 2. Deliver record set to Architect upon Final Completion of the Project.
 3. Review with Architect to clarify mark ups.
- G. Extra Materials: See individual sections of the Project Manual.
- H. Identification of Equipment
1. Install identification tags or plates, or other means of identification, as specified in sections of the Project Manual, such as at valves, panelboards and similar items.
 2. Apply directions on plates for circuit data and similar information.
- I. Instructions to Owner
1. Thoroughly and properly instruct the Owner in the use, operation, care and maintenance of Project, especially various systems and equipment installed under Contract.
 - a. Give instructions methodically and carefully.
 - b. Cover various phases of work and in sufficient detail so Owner fully understands entire Project.

- c. Orient and familiarize designated Owner's Representatives with locations, methods, materials, uses and operation of systems and equipment, as well as specialized materials installed under Contract.
 - d. Use qualified representatives to give explanations and instructions.
 - e. Specifically explain precautionary measures and dangers of misuse.
2. Provide instruction manuals to use and review during instruction.
 - a. Submit evidence that instruction/maintenance manuals were delivered and were acceptable to Owner.
 3. Establish specific and agreed-upon periods of time with the Owner, adequate to thoroughly present pertinent information.
 4. Owner will record length of time and number of days spent on these instructions.
 5. Requirements in this Section supplement specific requirements under individual sections.

3.9 FINAL COMPLETION AND PAYMENT

- A. Before requesting final inspection for determining date of Final Completion, complete the following:
 1. Submit a final Application for Payment according to Section 01 2900 – Payment Procedures.
 2. Submit a certified copy of the Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by the Architect. The certified copy of the list must state that each item has been completed or otherwise resolved for acceptance.
 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Final payment will not be made until final acceptance inspection, completion of punch list items and final signoff by Owner and Architect.

END OF SECTION

SECTION 01 7810**PROJECT RECORD DOCUMENTS****PART 1 - GENERAL****1.1 SUMMARY**

- A. Drawings and general provisions of the Contract, including General Conditions and Division 00 & 01 Specification Sections, apply to this Section. Any Contractor/Supplier who submits a bid, enters into a contract and/or provides work acknowledges that they have read and understand all the requirements of Division 00 & 01 and this Section.
- B. Description: Procedural and quality requirements for Project Record Documents.
- C. Related Sections:
 - 1. Section 01 2900 - Payment Procedures.
 - 2. Section 01 3300 - Submittal Procedures.
 - 3. Section 01 7700 - Closeout Procedures, for general closeout procedures.

PART 2 - PRODUCTS**2.1 RECORD DOCUMENTS**

- A. The purpose of the final project Record Documents is to record factual information regarding all aspects of the Work, both concealed and visible, to enable future modification of the Work to proceed without lengthy and expensive site investigation, measurement and examination.
- B. Immediately upon receipt of Contract Documents, identify one each of the documents with the title, "RECORD DOCUMENTS JOB SET".
- C. Maintain throughout progression of the work an accurate record of changes in the Contract Documents, as described below. Upon completion of the work, transfer the recorded change to a set of Record Documents.
- D. Record changes to major concealed items including major pipes and conduit or revised structural members, which cannot be readily observed after completion.
- E. Coordinate changes within the Record Documents, making adequate and proper entries on each page of specifications and each sheet of drawings and other documents where required to show the change properly.
- F. Accurately record information so that future searches for items shown in the Contract Documents may reasonably rely on information obtained from the approved project Record Documents.
- G. Make entries within 24 hours of when the change occurred.
- H. Maintain the job set of Record Documents completely protected from loss and damage.
- I. Participate in project Record Document review meetings as required.
- J. Prior to submitting request for final payment, submit the final project Record Documents to the Architect and secure the Architect's approval.

2.2 RECORD DRAWINGS

- A. Record Prints: Maintain one set of black-line white prints of the Contract Drawings and Shop Drawings.
 - 1. Mark record prints to show the actual installation, where installation varies from that shown originally. The individual or entity who obtained the record data, whether that individual or entity is the Installer, subcontractor, or a similar entity, is required to prepare the marked-up record prints.
 - a. Give particular attention to information about concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information using document editing software.
 - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 - 2. Items that require markup include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Locations and depths of underground utilities.
 - d. Changes made by Change Order or Change Directive.
 - e. Changes made following Architect's/Engineer's written orders.
 - f. Details not on the original Contract Drawings.
 - g. Field records for variable and concealed conditions.
 - h. Record information on the Work that is shown only schematically.
 - 3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
 - 4. Mark record sets using colors to distinguish between changes for different categories of the Work at same location.
 - 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 - 6. Note identification numbers of Alternates, Proposal Requests, Supplemental Instructions, Change Orders, and similar identification numbers, where applicable.
- B. Final Record Prints: Immediately before inspection for the Certificate of Substantial Completion, review marked-up record prints with the Architect/Engineer and/or the Owner. Assemble an electronic (PDF) version of the full set of corrected Contract Documents and Shop Drawings.
 - 1. Incorporate changes and additional information previously marked on record prints. Revise, redraw, and add details and notations where applicable.
 - 2. Refer instances of uncertainty to Architect/Engineer for resolution.
 - 3. Final Submittal: Marked-up set of record documents including all drawings, whether or not changes and additional information were recorded.

2.3 RECORD SPECIFICATIONS

- A. Submit the Project's Specifications with changes recorded.

2.4 RECORD PRODUCT DATA

- A. Where product data is required as part of operation and maintenance manuals, submit the marked-up product data as part of the manual and not as record product data.

2.5 MISCELLANEOUS RECORDS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work.

- B. File miscellaneous records and identify each, ready for continued use and reference.

PART 3 - EXECUTION

3.1 DISTRIBUTION

- A. Coordinate the distribution of project correspondence, meeting minutes and submittals in electronic format to all contract and interested project members. Unless otherwise required under this Contract, keep all records in secure digital formats and use electronic methods of distribution.
 - 1. If hard copy (paper) documents are required by any project entity, that entity is responsible to print/create them.
 - 2. Samples and other physical materials must be both digitally documented (photo) and submitted physically.
- B. Documents delivered by the Contractor in electronic format and by electronic distribution methods include, but are not limited to, the following:
 - 1. Project Directory: Compile a digital Directory List in a universal editable format, such as Microsoft Excel, of all project contacts, parties, resources, etc. and inclusive so all interested project parties receive communications, correspondence, information and submittals.
 - 2. All original construction progress documentation, submittals, redlines, revisions, etc.
 - 3. Final Submittals and Documentation:
 - a. All final construction documents, all close-out documents.
 - b. Provide final submittals as an organized, indexed set of electronic documents on digital recording media of "universal" means. Label the contents, indicating:
 - 1) The Project's name, location, Owner, Architect and Architect's Project Number.
 - 2) A listing of the media's contents.
 - c. Forward sets of Closeout Documents to:
 - 1) Owner
 - 2) Architect
 - 3) Project Consultants
 - 4) Pertinent Subcontractors and Suppliers

3.2 STORAGE AND MAINTENANCE

- A. Maintain one copy of each submittal during the construction period for Project Record Document purposes.
- B. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- C. Store record documents and samples in the field office apart from the Contract Documents used for construction.
- D. Use of project record documents for construction purposes is not allowed.
- E. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss.
- F. Insure access to project record documents for Architect's/ Engineer's reference during normal working hours.

END OF SECTION

DIVISION 27
CLASSROOM TECHNOLOGY

Model	Make	Substitutions Allowed	Total Qty	Ref Number on Floor Plans	Notes
LG 86UR640S9UD - 86" Diagonal Class UR640S Series LED-backlit LCD TV	LG	Yes	11	58	One per classroom or lab - locations as shown on plans
INSTRUCTOR STATION:					
Duo	Hovercam	Yes	9	61	One per classroom - locations as shown on plans
IFP2410 24" Touch Monitor	Viewsonic	Yes	9	61	One per classroom - locations as shown on plans
HD-MD4X2-4KZ-E HDMI Switcher	Crestron	No	9	61	One per classroom - locations as shown on plans
HD-TXC-4KZ-101 HDMI Cat6 Transmitter	Crestron	No	9	61	One per classroom - locations as shown on plans
HD-RXC-4KZ-101 HDMI Cat6 Receiver	Crestron	No	9	61	One per classroom - locations as shown on plans
AMP-X50 Amplifier	Crestron	No	9	61	One per classroom - locations as shown on plans
SAROS ICE6T-W-T-EACH	Crestron	No	9	61	One per classroom - locations as shown on plans
MPC3-302-B	Crestron	No	9	61	One per classroom - locations as shown on plans
FT2-202-ELEC-B	Crestron	No	9	61	One per classroom - locations as shown on plans
FT2A-CBL-PT-4K-HD	Crestron	No	9	61	One per classroom - locations as shown on plans
FT2A-PWR-US-2	Crestron	No	9	61	One per classroom - locations as shown on plans
FT2A-CHGR-USBA/C	Crestron	No	9	61	One per classroom - locations as shown on plans
AMS-1208P Network Switch	Luxul	Yes	9	61	One per classroom - locations as shown on plans
DSKB-3G 3 Gang Desktop Mounting Bracket	FSR	Yes	9	61	One per classroom - locations as shown on plans
PDT-1015C-NS	Middle Atlantic	Yes	9	61	One per classroom - locations as shown on plans
U1V	Middle Atlantic	Yes	9	61	One per classroom - locations as shown on plans
U2	Middle Atlantic	Yes	9	61	One per classroom - locations as shown on plans
D4 Rack Drawer	Middle Atlantic	Yes	9	61	One per classroom - locations as shown on plans
55355G-20007 Freedom One S2S Lectern Glide	Spectrum	Yes	9	61	One per classroom - locations as shown on plans
68204CHB Flip Up Shelf	Spectrum	Yes	9	61	One per classroom - locations as shown on plans
CEILING MOUNTED EQUIPMENT:					
Devio SCR-25 hub and one DCM-1 pendant microphone, white (Bundle Pkg)	Biamp	Yes	9	83	One per classroom - locations as shown on plans
Devio DCM-1 WHITE	Biamp	Yes	9	83	One per classroom - locations as shown on plans
Huddly USB Extension AM-AF AOC Cable, 5m	Huddly	No	9	83	One per classroom - locations as shown on plans
H583-BG Wall/Ceiling mount for Huddly IQ	Huddly	No	9	83	One per classroom - locations as shown on plans
Huddly HUD-IQ2 Web Conferencing Camera.	Huddly	No	9	83	One per classroom - locations as shown on plans
CMA-450 Suspended Ceiling Kit	Chief	Yes	9	83	One per classroom - locations as shown on plans
CONTRACTOR COORDINATION ITEMS:					
System Core and Infrastructure Solution					
Services - Integration					
Programming and Configuration					
Misc Cabling and Inflation Adjustment					

**DIVISION 27
CONFERENCE ROOM AND DIGITAL DISPLAY TECHNOLOGY**

Model	Make	Substitutions Allowed	Total Qty	Ref Number on Floor Plans	Notes
CONFERENCE ROOMS:					
75UR340C9UD 75" TV	LG	Yes	4	86	
SA771PU TV Mount	Peerless	Yes	4	86	
HD-EXT-USB-2000-C HDMI & USB Extender Pair	Crestron	Yes	4	86	
Studson X70 and TC8 Control Panel (w/support & updates for 3yrs)	Poly	Yes	4	86	REQUIRED FEATURES: Smart camera framing, Acoustic Fence and Noise Blocking, Dual Camera and Dual Display support, Teams and Zoom certified, Call control via touch panel at table

Model	Make	Substitutions Allowed	Total Qty	Ref Number on Floor Plans	Notes
DIGITAL DISPLAY:					
65" TV - VERTICAL MOUNT	LG	Yes	5	84	
TV Mount - Vertical	Peerless	Yes	5	84	
65UR340C9UD 65" TV - HORIZONTAL MOUNT	LG	Yes	3	85	
SA771PU TV Mount - Horizontal	Peerless	Yes	3	85	
Firestick	Amazon	No	8	84 / 85	
ScreenCloud Subscription	ScreenCloud	No	8	84 / 85	(1) License per screen