



# Board of County Commissioners Agenda Request

8D  
Agenda Item #

**Requested Meeting Date:** August 14, 2018

**Title of Item:** Approve Honeywell Contract

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	<b>Action Requested:</b> <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
<b>Submitted by:</b> Jessica Seibert, County Administrator		<b>Department:</b> Administration
<b>Presenter (Name and Title):</b> Jessica Seibert, County Administrator		<b>Estimated Time Needed:</b> 5 minutes
<b>Summary of Issue:</b>  Attached is a Standard Form of Agreement Between Owner and Contractor for controls in the new government center in the amount of \$205,970.00 to Honeywell International, Inc. The contract has been reviewed by County Attorney, Jim Ratz. The amount is below the budgeted amount for controls of \$250,000.00.		
<b>Alternatives, Options, Effects on Others/Comments:</b>		
<b>Recommended Action/Motion:</b> Approve the contract with Honeywell International, Inc. for controls in the new government center in the amount of \$205,970.00.		
<b>Financial Impact:</b> Is there a cost associated with this request? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No What is the total cost, with tax and shipping? \$ 205,970.00 Is this budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i> \$250,000.00 budgeted in the project budget for controls.		

Legally binding agreements must have County Attorney approval prior to submission.

 **AIA**® Document A132™ – 2009

**Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition**

**AGREEMENT** made as of the Twenty-fourth day of July in the year Two Thousand Eighteen.

*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:

*(Name, legal status, address and other information)*

Aitkin County  
217 2<sup>nd</sup> St NW  
Aitkin MN 56431

and the Contractor:

*(Name, legal status, address and other information)*

Honeywell International, Inc.  
1985 Douglas Drive N  
Golden Valley MN 55422

for the following Project:

*(Name, location and detailed description)*

Aitkin County Government Center Addition  
217 2<sup>nd</sup> St NW  
Aitkin MN 56431

The Construction Manager:

*(Name, legal status, address and other information)*

Contegrity Group, Inc.  
101 First Street SE  
Little Falls, MN 56345

The Architect:

*(Name, legal status, address and other information)*

BKV Group  
222 North 2<sup>nd</sup> Street  
Minneapolis MN 55401

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**

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

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

This document is intended to be used in conjunction with AIA Documents A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser. ^AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
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## EXHIBIT A DETERMINATION OF THE COST OF THE WORK

### ARTICLE 1 THE CONTRACT DOCUMENTS

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

### ARTICLE 2 THE WORK OF THIS CONTRACT

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

**BID CATEGORY 21: CONTROLS** (As described in Specifications Section 00 2413 Scope of Bids)

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

**§ 3.1** The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

In Accordance with the Construction Schedule

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

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

**§ 3.3** The Contractor shall achieve Substantial Completion of the entire Work not later than ( ) days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

Init.

In Accordance with the Construction Schedule

*(Table deleted)*

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be one of the following:

*(Check the appropriate box.)*

- Stipulated Sum, in accordance with Section 4.2 below
- Cost of the Work plus the Contractor’s Fee without a Guaranteed Maximum Price, in accordance with Section 4.3 below
- Cost of the Work plus the Contractor’s Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

*(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below. Based on the selection above, also complete either Section 5.1.4, 5.1.5 or 5.1.6 below.)*

**§ 4.2 Stipulated Sum**

§ 4.2.1 The Stipulated Sum shall be **Two Hundred Five Thousand Nine Hundred Seventy Dollars and Zero Cents (\$205,970.00)**, subject to additions and deletions as provided in the Contract Documents.

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

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

- Alternate 2 – Flooring
- Alternate 4 – Windows
- Alternate 6 – Sitework and Parking Lot
- Alternate 7 – Hydraulic Jack/Cylinder

**§ 4.2.3 Unit prices, if any:**

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

Item	Units and Limitations	Price per Unit (\$0.00)
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**§ 4.2.4 Allowances included in the Stipulated Sum, if any:**

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

Item	Allowance
NA	

*(Paragraphs deleted)*  
*(Table deleted)*  
*(Paragraphs deleted)*  
*(Table deleted)*  
*(Paragraphs deleted)*

(Table deleted)

(Paragraphs deleted)

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and upon certification of the Project Application and Project Certificate for Payment or Application for Payment and Certificate for Payment by the Construction Manager and Architect and issuance by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

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

Original Application for Payment must be received at the home office of the construction manager: Contegrity Group, Inc. no later than the **20th** of the month

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the **20th** day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than 35 day from date due. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than sixty-five (65) days after the Construction Manager receives the Application for Payment.

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

### § 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

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

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

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

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.1.4.4 The progress payment amount determined in accordance with Section 5.1.4.3 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

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

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.4.3.1 and 5.1.4.3.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

*(Paragraphs deleted)*

**§ 5.1.4.6 Subcontractor and Assignment**

This contract shall strictly comply with Minn. Stat. 471.425. The Contractor shall pay the subcontractors for undisputed services provided by them within 10 days of receiving payment from the County. Contractor shall pay interest of 1-1/2 percent per month or any part of a month to a subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, Contractor shall pay the actual penalty due to the subcontractor.

**§ 5.2 Final Payment**

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2 of AIA Document A232-2009, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit A, Determination of the Cost of the Work when payment is on the basis of the Cost of the Work, with or without a Guaranteed Maximum payment; and
- .3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

Reference Section 01 2900 Payment Procedures and Section 01 7700 Closeout Procedures

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 Initial Decision Maker**

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A232-2009, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

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

**§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A232-2009, the method of binding dispute resolution shall be as follows:

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

Arbitration pursuant to Section 15.4 of AIA Document A232-2009.

Litigation in a court of competent jurisdiction.

Other: *(Specify)*

## ARTICLE 7 TERMINATION OR SUSPENSION

### § 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2009.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2009.

### § 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price

§ 7.2.1 Subject to the provisions of Section 7.2.2 below, the Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2009.

§ 7.2.2 The Contract may be terminated by the Owner for cause as provided in Article 14 of AIA Document A232–2009; however, the Owner shall then only pay the Contractor an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Sections 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner.

§ 7.2.3 If the Owner terminates the Contract for cause when the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, and as provided in Article 14 of AIA Document A232–2009, the amount, if any, to be paid to the Contractor under Section 14.2.4 of AIA Document A232–2009 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.2.

§ 7.2.4 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

*(Paragraph deleted)*

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2009 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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

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

§ 8.4 The Contractor's representative:  
*(Name, address and other information)*

Init.

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

§ 8.6 Other provisions:

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

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

§ 9.1.1 The Agreement is this executed AIA Document A132-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition.

§ 9.1.2 The General Conditions are AIA Document A232-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
00 3100	Geotechnical Data/Report	November 8, 2017	42
00 3100	Hazardous Materials Report	November 10, 2017 November 7, 2017 October 11, 2017	57
00 5200	Standard Form of Agreement	January 30, 2018	1
00 5200	Performance and Payment Bonds	January 30, 2018	10
00 7200	General Conditions of The Contract	January 29, 2018	45
00 7300	Supplementary Conditions	January 30, 2018	8

§ 9.1.4 The Specifications:

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

See attached list of all Specification Sections which are made part of this contract. Divisions 00-14, 21-23, 26-28 and 31-33

*(Table deleted)*

§ 9.1.5 The Drawings:

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

See attached list of all drawings which are made part of this contract.

*(Table deleted)*

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum 1	February 9, 2018	7
Addendum 2	February 16, 2048	76
Addendum 3	February 21, 2048	159

**ALL ITEMS LISTED BELOW ARE PART OF THE CONTRACT DOCUMENTS AS REFERENCED IN ARTICLE 9.1.3, 9.1.4 & 9.1.7 OF THIS AGREEMENT**

**DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS**

**INTRODUCTORY INFORMATION**

00 0101	Project Title Page
00 0105	Certifications
00 0110	Table of Contents
00 0116	Advertisement for bids
00 0123	Materials List (Interiors)
00 0124	Materials List (Architectural)
00 0810	Purchase Contracts
00 2113	Instructions to Bidders Form AIA A701-1997 Form
00 2213	Supplementary Instructions to Bidders
00 2413	Scope of Bids
00 3100	Available Project Information Geotechnical Report Hazardous Materials Reports Preliminary Project Schedule
00 4100	Bid Form AIA Form A310-2010 (Sample)
00 4325	Substitution Request Form – Bid Phase
00 5200	Contract Agreement and Bond Forms AIA A312 Performance and Payment Bond Forms (Sample)
00 7200	General Conditions Form AIA A232-2009 Form
00 7300	Supplementary Conditions

**DIVISION 01 - GENERAL REQUIREMENTS**

01 1000	Summary
01 1321	Electronic Files and Cad Release Form
01 2300	Alternates
01 2500	Contract Modification Procedures
01 2900	Payment Procedures
01 3100	Project Management and Coordination
01 3200	Construction Progress Documentation
01 3300	Submittal Procedures
01 4000	Quality Requirements
01 4100	Special Inspections and Tests
01 4101	Statement of Special Inspections
01 4200	References Standards and Definitions
01 5000	Temporary Facilities and Controls
01 6000	Product Requirements
01 6001	Product Substitution Request Form
01 7000	Execution Requirements
01 7329	Cutting and Patching
01 7419	Construction Waste Management
01 7700	Closeout Procedures
01 7823	Operation and Maintenance Data
01 7839	Project Record Documents
01 7900	Demonstration and Training

**DIVISION 02 - EXISTING CONDITIONS**

02 4113 Selective Site Demolition  
02 4116 Structure Demolition  
02 4119 Selective Demolition

**DIVISION 03 - CONCRETE**

03 0130 Maintenance of Cast-in-place Concrete  
03 1000 Concrete Forms and Accessories  
03 2000 Concrete Reinforcement  
03 3000 Cast-in-place Concrete

**DIVISION 04 - MASONRY**

04 0120 Maintenance of Masonry  
04 2000 Unit Masonry  
04 7200 Cast Stone Masonry

**DIVISION 05 - METALS**

05 1200 Structural Steel Framing  
05 2100 Steel Joist Framing  
05 3113 Steel Floor Decking  
05 3123 Steel Roof Deck  
05 4000 Cold-formed Metal Framing  
05 5000 Metal Fabrications  
05 5100 Metal Stairs  
05 5213 Pipe and Tube Railings

**DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES**

06 0111 Maintenance of Historic Wood  
06 1053 Miscellaneous Rough Carpentry  
06 1600 Sheathing  
06 4000 Architectural Woodwork  
06 6116 Solid Surfacing

**DIVISION 07 - THERMAL AND MOISTURE PROTECTION**

07 1313 Bituminous Dampproofing  
07 1326 Self-adhering Sheet Waterproofing  
07 2100 Thermal Insulation  
07 2423 Direct-Applied Exterior Finish Systems  
07 2726 Fluid-applied Membrane Air Barriers  
07 4213 Formed Metal Wall Panels  
07 5323 EPDM Roofing (Adhered)  
07 5323.1 EPDM Roofing (Ballasted)  
07 6200 Sheet Metal Flashing and Trim  
07 7129 Manufactured Roof Expansion Joints  
07 7200 Roof Accessories  
07 8100 Applied Fireproofing  
07 8413 Penetration Firestopping  
07 8443 Joint Firestopping  
07 9200 Joint Sealants  
07 9500 Expansion Control

**DIVISION 08 - OPENINGS**

08 1113 Hollow Metal Doors and Frames  
08 1400 Wood Doors  
08 3113 Access Doors and Frames

08 3323	Overhead Coiling Doors
08 4113	Aluminum-framed Entrances and Storefronts
08 4413	Glazed Aluminum Curtain Walls
08 5113	Aluminum Windows
08 7100	Door Hardware
08 8000	Glazing
08 8300	Mirrors
08 9100	Architectural Louvers

#### **DIVISION 09 - FINISHES**

09 0123	Maintenance of Gypsum Plaster
09 0166	Maintenance of Terrazzo Flooring
09 2119	Gypsum Board Shaft Wall Assemblies
09 2216	Non-structural Metal Framing
09 2900	Gypsum Board
09 3000	Tiling
09 5113	Acoustical Panel Ceilings
09 5426	Decorative Wood Ceilings
09 6016	Flooring Transitions
09 6500	Resilient Flooring
09 6600	Terrazzo Flooring
09 6800	Carpeting
09 7200	Wall Coverings
09 7733	FRP Wall Paneling
09 7833	Decorative Wood Wall Surfacing
09 8400	Acoustic Wall Paneling
09 9113	Exterior Painting
09 9123	Interior Painting

#### **DIVISION 10 - SPECIALTIES**

10 1100	Visual Display Units
10 1400	Signage
10 2113	Toilet Compartments
10 2239	Folding Panel Partitions
10 2600	Wall and Door Protection
10 2800	Toilet and Bath Accessories
10 4400	Fire Protection Specialties
10 5159	Phenolic Lockers
10 7500	Flagpoles
10 9000	Miscellaneous Specialties

#### **DIVISION 11 – EQUIPMENT (Not Used)**

#### **DIVISION 12 - FURNISHINGS**

12 4800	Entrance Flooring and Frames
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#### **DIVISION 13 - SPECIAL CONSTRUCTION**

13 4600	Ballistic-resistant Assemblies
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#### **DIVISION 14 - CONVEYING EQUIPMENT**

14 2400	Hydraulic Elevators
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#### **DIVISION 21 - FIRE SUPPRESSION**

21 0500	Common Work Results for Fire Suppression
21 0529	Hangers and Supports for Fire Suppression Piping and Equipment

21 0553 Identification for Fire Suppression Piping and Equipment  
21 1200 Fire-suppression Standpipes  
21 1313 Wet Pipe Fire-suppression Systems

#### **DIVISION 22 - PLUMBING**

22 0500 Common Work Results for Plumbing  
22 0513 Common Motor Requirements for Plumbing Equipment  
22 0519 Meters and Gages for Plumbing Piping  
22 0523 General-duty Valves for Plumbing Piping  
22 0529 Hangers and Supports for Plumbing Piping and Equipment  
22 0553 Identification for Plumbing Piping and Equipment  
22 0700 Plumbing Insulation  
22 1116 Domestic Water Piping  
22 1119 Domestic Water Piping Specialties  
22 1316 Sanitary Waste and Vent Piping  
22 1319 Sanitary Waste Piping Specialties  
22 1429 Sump Pumps  
22 3300 Electric, Domestic Water Heaters  
22 4000 Plumbing Fixtures  
22 4700 Drinking Fountains and Water Coolers

#### **DIVISION 23 - HEATING VENTILATING AND AIR CONDITIONING**

23 0500 Common Work Results for HVAC  
23 0513 Common Motor Requirements for HVAC Equipment  
23 0515 Variable Frequency Motor controllers  
23 0516 Expansion Fittings and Loops for HVAC Piping  
23 0519 Meters and Gages for HVAC Piping  
23 0523 General Duty Valves for HVAC Piping  
23 0529 Hangers and Supports for HVAC Piping and Equipment  
23 0548 Vibration and Control for HVAC Piping and Equipment  
23 0553 Mechanical Identification for HVAC Piping and Equipment  
23 0593 Testing, Adjusting, and Balancing  
23 0700 HVAC Insulation  
23 0900 HVAC Instrumentation and Controls  
23 0993 Sequence of Operation for HVAC Controls  
23 1123 Natural-gas Piping  
23 2113 Hydronic Piping  
23 2123 Hydronic Pumps  
23 2300 Refrigerant Piping  
23 3113 Metal Ducts  
23 3300 Duct Accessories  
23 3423 HVAC Power Ventilators  
23 3713 Diffusers, Registers, and Grilles  
23 5100 Breechings, Chimneys, and Stacks  
23 7413 Packaged, Outdoor, Central-station Air-handling Units

#### **DIVISION 26 – ELECTRICAL**

26 0500 Common Work Results for Electrical  
26 0519 Low-voltage Electrical Power Conductors and Cables  
26 0526 Grounding and Bonding for Electrical Systems  
26 0529 Hangers and Supports for Electrical Systems  
26 0533 Raceways and Boxes for Electrical Systems  
26 0553 Identification for Electrical Systems  
26 0573 Overcurrent Protective Device Coordination Study  
26 0923 Lighting Control Devices

26 2413	Switchboards
26 2416	Panelboards
26 2710	Electrical Utility Coordination
26 2713	Electricity Metering
26 2726	Wiring Devices
26 2813	Fuses
26 2816	Enclosed Switches and Circuit Breakers
26 2913	Enclosed Controllers
26 4313	Surge Protection for Low-voltage Electrical Power Circuits
26 5100	Interior Lighting
26 5600	Exterior Lighting

#### **DIVISION 27 - COMMUNICATIONS**

27 0526	Grounding and Bonding for Communications Systems
27 0528	Pathways for Communications Systems
27 0529	Hangers and Supports for Communications Systems
27 0536	Cable Trays for Communications Systems
27 0544	Sleeves and Sleeve Seals for Communications Pathways and Cabling
27 0553	Identification for Communications Systems
27 1100	Communications Equipment Room Fittings
27 1313	Communications Copper Backbone Cabling
27 1323	Communications Optical Fiber Backbone Cabling
27 1513	Communications Copper Horizontal Cabling
27 1523	Communications Optical Fiber Horizontal Cabling
27 1611	Communications Hybrid Cabling

#### **DIVISION 28 - ELECTRONIC SAFETY AND SECURITY**

28 1500	Access Control Hardware Devices
28 2000	Video Surveillance
28 8000	Addressable Fire Alarm System

#### **DIVISION 31 - EARTHWORK**

31 1000	Site Clearing
31 2300	Excavation and Fill
31 2313	Subgrade Preparation
31 2500	Erosion and Sedimentation Controls

#### **DIVISION 32 - EXTERIOR IMPROVEMENTS**

32 1123	Aggregate Base Courses
32 1200	Flexible Paving
32 1313	Concrete Paving
32 1613	Concrete Curbs and Gutters
32 1723	Pavement Markings
32 3300	Site Furnishings
32 9200	Lawns and Grasses
32 9300	Landscaping

#### **DIVISION 33 – UTILITIES**

33 0505	Trenching and Backfilling
33 0517	Adjust Miscellaneous Structures
33 0526	Utility Identification
33 1000	Water Utilities
33 3000	Sanitary Sewerage Utilities
33 4000	Storm Drainage Utilities

**ALL DRAWINGS LISTED BELOW ARE PART OF THE CONTRACT DOCUMENTS AS REFERENCED IN ARTICLE 9.1.5 OF THIS AGREEMENT**

**GENERAL**

G100	Cover Sheet
G110	Construction Phasing Plan
G120	Code Summary
G122	Code Plan - Level 1 & 2
G123	Code Plan - Level 3
G130	Symbols & Abbreviations
G140	Accessibility & Mounting Heights

**CIVIL**

C100	Legend And General Notes
C101	Existing Conditions
C102	Removals Plan
C103	Site Plan
C201	Erosion Control Plan
C202	SWPPP
C301	Grading And Drainage Plan
C401	Utility Plan
C501	Storm Sewer Plan And Profiles
C801	Details
C802	Details
C803	Details

**LANDSCAPE**

L001	Landscape Title Sheets
L100	Site - Landscape Plan
L200	Site - Layout And Surfacing Plan
L300	Landscape Details
L301	Landscape Details

**ARCHITECTURE**

AD100	Demolition Lower Level - Floor Plan
AD101	Demolition Level 1 - Floor Plan
AD102	Demolition Level 2 - Floor Plan
AD103	Demolition Level 3 - Floor Plan
A010	Architectural Site Plan
A101	Level 1 - Overall Floor Plan
A101A	Floor Plan Level 1 - Area A
A101B	Floor Plan Level 1 - Area B
A102	Level 2 - Overall Floor Plan
A102A	Floor Plan Level 2 - Area A
A102B	Floor Plan Level 2 - Area B
A103	Level 3 - Overall Floor Plan
A103A	Floor Plan Level 3 - Area A
A103B	Floor Plan Level 3 - Area B
A104	Roof Plan
A150	Enlarged Plans
A151	Enlarged Plans
A301	Level 1 Reflected Ceiling Plan - Area A & B
A302	Level 2 Reflected Ceiling Plan - Area A & B
A303	Level 3 Reflected Ceiling Plan - Area A & B
A400	Overall Exterior Elevations

A450	Exterior Elevations
A451	Exterior Elevations
A500	Building Sections
A550	Wall Sections
A551	Wall Sections
A552	Wall Sections
A553	Wall Sections
A600	Construction Types – Exterior
A601	Construction Types - Interior
A610	Construction Types Assembly Details
A640	Details - Material Transitions
A641	Details - Material Transitions
A650	Details - Top Of Wall
A660	Details - Roof
A661	Details - Roof
A700	Elevator Plans And Sections
A720	Stair Plans And Sections
A730	Elevator & Stair Details
A731	Elevator & Stair Details
A800	Interior Elevations
A801	Interior Elevations
A802	Interior Elevations
A803	Interior Elevations
A804	Interior Elevations
A820	Interior Space Details
A821	Interior Space Details
A830	Millwork Sections
A850	Interior Sections And Details
A851	Interior Sections And Details
A900	Opening Schedule, Panel/Frame Types
A920	Aluminum Frame Types
A940	Exterior Storefront & Curtain Wall Details
A941	Exterior Storefront & Curtain Wall Details
A942	Exterior Storefront & Curtain Wall Details
A960	Interior Opening Details

## **INTERIOR**

I050	Interior Finish Schedule
I051	Interior Material ID
I101A	Level 1- Gov't Center - Finish Plan
I101B	Level 1/2/3 - Area B - Finish Plans
I102A	Level 2 - Gov't Center - Finish Plan
I03A	Level 3 - Gov't Center - Finish Plan
I301A	Level 1 - Gov't Center - Furniture Plan – For ref. Only
I301B	Level 1/2/3 - Area B - Furniture Plans – For Ref. Only
I302A	Level 2 - Gov't Center - Furniture Plan – For Ref. Only
I303A	Level 3 - Gov't Center - Furniture Plan – For Ref. Only

## **STRUCTURAL**

S001	General Structural Notes & Abbreviations
S002	Special Inspections
S003	Schedules
S101A	Structural Floor Plan - Level 1 - Area A
S102A	Structural Floor Plan - Level 2 - Area A
S103A	Structural Floor Plan - Level 3 - Area A

S104A	Structural Roof Plan - Area A
S201	Foundation Details
S202	Foundation Details
S501	Steel Framing Details
S502	Steel Framing Details
S503	Steel Framing Details
S504	Steel Framing Details

## **MECHANICAL**

M001	Mechanical Coversheet
M002	Mechanical Note Sheet
MD101	Level 1 Mechanical Demolition Plan
MD102	Level 2 Mechanical Demolition Plan
MD103	Level 3 Mechanical Demolition Plan
M101A	Level 1 Area 'A' Mechanical Plan
M101B	Level 1 Area 'B' Mechanical Plan
M102A	Level 2 Area 'A' Mechanical Plan
M102	Level 2 Area 'B' Mechanical Plan
M103A	Level 3 Area 'A' Mechanical Plan
M103B	Level 3 Area 'B' Mechanical Plan
M141	Mechanical Area 'A' Roof Plan
M141B	Mechanical Area 'B' Roof Plan
M301A	Level 1 Area 'A' Hydronic Plan
M301B	Level 1 Area 'B' Hydronic Plan
M302A	Level 2 Area 'A' Hydronic Plan
M302B	Level 2 Area 'B' Hydronic Plan
M303A	Level 3 Area 'A' Hydronic Plan
M303B	Level 3 Area 'B' Hydronic Plan
M651	Natural Gas Riser Diagrams
M681	Heating Water Riser Diagrams
M682	Heating Water Riser Diagrams
M683	Heating Water Riser Diagrams
M684	Heating Water Riser Diagrams
M685	Heating Water Riser Diagrams
M686	Heating Water Riser Diagrams
M701	Mechanical Details
M702	Mechanical Details
M801	Mechanical Schedules

## **MECHANICAL & ELECTRICAL**

ME801	Mechanical And Electrical Schedules
ME802	Mechanical And Electrical Schedules

## **PLUMBING**

P001	Plumbing Symbols, Abbreviations & Notes
PD101	Level 1 Plumbing Demolition Plan
PD102	Level 2 Plumbing Demolition Plan
P081A	Underground Area 'A' Plumbing Plan
P081B	Underground Area 'B' Plumbing Plan
P101A	Level 1 Area 'A' Plumbing Plan
P101B	Level 1 Area 'B' Plumbing Plan
P102A	Level 2 Area 'A' Plumbing Plan
P102B	Level 2 Area 'B' Plumbing Plan
P103A	Level 3 Area 'A' Plumbing Plan
P103B	Level 3 Area 'B' Plumbing Plan

P141	Plumbing Roof Plan
P801	Plumbing Schedules
P951	Fire Protection Riser Diagram

## **ELECTRICAL**

E001	Electrical Coversheet
E010	Site Plan
E099	Level P1
E101A	Level 1 Area 'A' Power Plan
E101B	Level 1 Area 'B' Power Plan
E102A	Level 2 Area 'A' Power Plan
E102B	Level 2 Area 'B' Power Plan
E103A	Level 3 Area 'A' Power Plan
E103B	Level 3 Area 'B' Power Plan
E104	Roof Power Plan
E151	Enlarged Electrical Room Plans
E201A	Level 1 Area 'A' Lighting Plan
E201B	Level 1 Area 'B' Lighting Plan
E202A	Level 2 Area 'A' Lighting Plan
E202B	Level 2 Area 'B' Lighting Plan
E203A	Level 3 Area 'A' Lighting Plan
E203B	Level 3 Area 'B' Lighting Plan
E401	Electrical Power Riser Diagrams
E501	Electrical Schedules
E520	Electrical Panel Schedules
E521	Electrical Panel Schedules
E601	Electrical Details
ES101A	Level 1 Area 'A' System Plan
ES101B	Level 1 Area 'B' System Plan
ES102A	Level 2 Area 'A' System Plan
ES102B	Level 2 Area 'B' System Plan
ES103A	Level 3 Area 'A' System Plan
ES103B	Level 3 Area 'B' System Plan
ES151	Enlarged Electrical Data Plans
ES401	Systems Riser Diagrams
ES601	Systems Details
ES602	Systems Details

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

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

- .1 AIA Document A132™–2009, Exhibit A, Determination of the Cost of the Work, if applicable.
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:
  - .3 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
  - .4 Other documents, if any, listed below:  
*(List here any additional documents which are intended to form part of the Contract Documents. AIA Document A232–2009 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

Section 00 0116 - Advertisement for Bid  
Section 00 2113 - Instruction to Bidders  
Section 00 2213 - Supplementary Instruction to Bidders  
Section 00 2413 - Scope of Bids  
Section 00 3100 - Preliminary Schedule  
Section 00 4100 - Bid Form  
Section 00 4100 - Bid Security Forms

#### ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A232–2009.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A232–2009.)*

See Section 00 7300 Supplementary Conditions  
*(Table deleted)*

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

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
Anne Marcotte, Board Chair  
*(Printed name and title)*

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**ATTEST** *(Signature)*

\_\_\_\_\_  
Jessica Seibert, County Administrator  
*(Printed name and title)*

**ADDENDUM TO STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR  
AND ENUMERATED CONTRACT DOCUMENTS (THE "AGREEMENT")**

**BETWEEN  
COUNTY OF AITKIN ("OWNER")**

**AND  
HONEYWELL INTERNATIONAL INC. through its BUILDING SOLUTIONS business unit ("CONTRACTOR")  
(collectively, the "Parties")**

Notwithstanding anything to the contrary contained in the Agreement, the Parties hereby agreed to modify the Agreement as follows:

**SECTION 007200 GENERAL CONDITIONS FORM  
AIA A232-2009, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**

1. § 12.2.6 Insert the following as Section 12.2.6:

"§ 12.2.6 Contractor expressly affirms that it is responsible for all of its own warranties, but expressly disclaims all other warranties, implied or statutory, including but not limited to, any warranty of merchantability or fitness for a particular purpose.

**General:**

The Agreement together with this Addendum replace and supersede all other agreements, written or oral with respect to its subject matter. Except as expressly amended and supplemented hereby, the Agreement remains in full force and effect. In the event of any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum shall govern.

**COUNTY OF AITKIN**

**HONEYWELL INTERNATIONAL INC.**

**BY:** \_\_\_\_\_

**BY:** Mark Wolle

**TITLE:** \_\_\_\_\_

**TITLE:** Sr. Account Manager

**DATE:** \_\_\_\_\_

**DATE:** 7-11-18