

# GENERAL NOTES (SOME NOTES NOT USED)

#### C. DEFINITIONS:

- 1. THE TERMS "BUILDER" SHALL BE THE SAME AS "GENERAL CONTRACTOR". THE BUILDER IS THE PARTY RESPONSIBLE FOR THE "WORK" AND FOR WHICH A PRIME CONTRACT IS WRITTEN WITH THE "OWNER". SUBCONTRACTORS SHALL ANSWER TO THE "BUILDER".
- 2. THE TERM "ARCHITECTURAL ENGINEER" WHERE REFERENCED IN THIRD PARTY DOCUMENTS SHALL J JUSTIN GARCIA P.E. AS DEFINED IN COLORADO STATUTES AND SHALL BE " AE LEUKEN ARCHITECTURAL ENGINEERS".
- 3. THE TERM "OWNER" SHALL MEAN THE PRIME PARTY RESPONSIBLE FOR PAYMENTS TO THE "BUILDER" AND "AE LEUKEN LLC". THE TERM MAY OR MAY NOT REFER TO THE LEGAL OWNER OF THE PROPERTY FOR WHICH THE STRUCTURES WILL BE ERECTED.
- 4. THE TERM "WORK" SHALL MEAN ALL LABOR, TRANSPORTATION, MATERIAL, EQUIPMENT, TOOLS, INSTALLATION, SYSTEMS, SUPERVISION AND ANY OTHER INCIDENTAL ITEMS OR SERVICES NECESSARY FOR THE PROPER EXECUTIONS OF THE PROJECT AND A COMPLETED STRUCTURE READY FOR HUMAN OCCUPANCY WHETHER OR NOT SPECIALLY INDICATED OR NOTED. "WORK" SHALL ALSO INCLUDE ANY DEMOLITION OR REPAIR REQUIRED AS A PROCESS OF THE CONSTRUCTION.
- 5. THE TERM "PROVIDE" SHALL MEAN FURNISH AND INSTALL, MAKE ALL FINAL CONNECTIONS AND LEAVE IN AN APPROVED COMPLETE OPERATING CONDITION.
- 6. THE TERM "CONTRACT DOCUMENTS" SHALL MEAN ALL DRAWINGS & SPECIFICATIONS OR CORRESPONDENCE ISSUED BY THE DESIGNED OR THE DESIGNERS ENGINEERS.
- 7. ANY TERM NOT DEFINED SHALL BE FIRST REFERENCED IN ACCORDANCE WITH STANDARD AIA OWNER- CONTRACTOR AGREEMENT & ALSO GENERAL CONDITIONS FOR THE CONTRACT FOR CONSTRUCTION AND SECOND BY WEBSTERS UNABRIDGED DICTIONARY

8. AE LEUKEN LLC SHALL BE ALSO KNOWN AS "AEL"

D. RELATED - REFERENCE DOCUMENTS:

- 1.ALL GENERAL CONDITIONS, SPECIAL REQUIREMENTS OR GENERAL REQUIREMENTS OF THE CONSTRUCTION SPECIFICATION OF MATERIAL MANUFACTURERS ARE MADE PART OF THIS SPECIFICATION AND HAVE HE SAME AFFECT AS IF COMPLETELY REPRODUCED.
- 2, ALL WORK SHALL BE CONDUCTED BY THE BUILDER IN ACCORDANCE WITH THE LATEST ADOPTED EDITIONS OF THE BUILDING CODES AS OF THE DATE THE PERMIT IS ISSUED FOR THIS PROJECT, BUILDER SHALL REPORT ANY DISCREPANCIES BETWEEN CURRENT CODE AND THE DRAWINGS OR SPECIFICATIONS TO THE DESIGNER PRIOR TO WORK.
- 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE INDUSTRY STANDARDS. INDUSTRY STANDARDS SHALL BE DETERMINED BY MANUAL OR HANDBOOK IF THE PRIMARY ASSOCIATION OF EACH TRADE. THE MANUALS SHALL INCLUDE, BUT NOT LIMITED TO:

GYPSUM ASSOCIATION

#### AMERICAN CONCRETE INSTITUTE

4.SHOP DRAWINGS OR DRAWINGS PROVIDED BY OTHERS ARE NOT PART OF THE CONTRACT DOCUMENTS BUT SHALL BE PREPARED IN OBEISANCE OF THE CONTRACT DOCUMENTS AND THE BUILDER SHALL CERTIFY THE SHOP DRAWINGS.

E. AGREEMENTS:

- 1.ALL AGREEMENTS BETWEEN THE BUILDER AND OWNER SHALL BE IN WRITING.
- 2.ALL AGREEMENTS SHALL SPELL OUT THE DUTIES AND RESPONSIBILITIES OF EACH PARTY INCLUDING FINISH TOLERANCES OR SHALL REFERENCE THE INDUSTRY STANDARD.
- 3.ALL AGREEMENTS BETWEEN THE BUILDER AND SUB-CONTRACTORS SHALL BE IN WITTING. THE OWNER SHALL RECEIVE A COPY OF ALL AGREEMENTS PRIOR TO CONSTRUCTION.
- 4.ALL AGREEMENTS SHALL BE LUMP-SUM FIXED FEE AGREEMENTS AND SHALL INCLUDE ALL COMPONENTS ARE REFERENCED ON THE DRAWINGS OR NOT.
- 5. THE BUILDER SHALL REVIEW THE CONTRACT DOCUMENTS AND VERIFY EXISTING SITE CONDITIONS PRIOR TO SUBMITTING A BID, PROPOSAL OR AGREEMENTS. THE BUILDERS PROPOSAL SHALL INCLUDE ALL TRADES AND SERVICES NECESSARY FOR COMPLETION OR THE WORK. THE BUILDER SHALL NOTATES ALL EXISTING CONDITIONS WHICH INTERFERE OR CONFLICT WITH THE WORKING DRAWINGS AND REPORT THE INCONSISTENCIES PRIOR TO BID, PROPOSAL OR AGREEMENT, NO CHANGE ORDERS WILL BE PERMITTED FOR FAILURE TO NOTIFY ARCHITECTURAL ENGINEER OF CONFLICTING SITE CONDITIONS.
- 6. THIS PROJECT DOES NOT REQUIRE THE USE OF ANY SPECIFIC CONTRACT FORM, HOWEVER IN NO EVENT IS THE OWNER-BUILDER AGREEMENT TO HAVE REQUIREMENTS WHICH WOULD DISADVANTAGE THE OWNER MORE THAN THAT OF "AIA- DOCUMENT A201- GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION"

## F. QUALIFICATIONS & ASSUR

- FOR WHICH THEY ARE CONTRACTED.
- AS THAT OF A HIRED CONTRACTOR.
- EXECUTION OF THE AGREEMENT.
- ASSOCIATED WITH THE REPAIR,
- PERIOD.
- ASSOCIATED WITH THE REPAIR,

### <u>G. PERMITS & FEES</u>

- DESIRED.

### H. MISCELLANEOUS

- NOT INSTRUCTIONAL.

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1. THE BUILDER AND ALL SUB-CONTRACTORS SHALL HAVE A MINIMUM OF 5 YEARS EXPERIENCE IN RESIDENTIAL CONSTRUCTION OF THE TRADE

2. WHERE THE OWNER ACTS ON HIS OWN BEHALF WITH HER/HIS OWN FORCES, THE OWNER WARRANTS THAT HE/SHE HAS THE QUALIFICATIONS AND EXPERIENCE NECESSARY FOR THE ORGANIZATION AND COMPLETION OF WORK TO THE SAME STANDARDS

3. THE BUILDER AND ALL SUB-CONTRACTORS SHALL BE FULLY LICENSED AND BONDED FOR THE WORK FOR WHICH THEY ARE RESPONSIBLE. PROOF OF LICENSURE SHALL BE PROVIDED TO THE OWNER PRIOR TO

4. ALL MATERIALS AND WORKMANSHIP SHALL BE WARRANTED FOR A MINIMUM OF 1 (ONE) YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION UNLESS OTHERWISE NOTED. THE WARRANTEE SHALL INCLUDE THE COST OF MATERIALS, LABOR AND ANY COST

5. MANUFACTURERS WARRANTIES SHALL BE PROPERTY OF THE OWNER AND SHALL BE TRANSFERRED TO THE OWNER UPON SUBSTANTIAL COMPLETION. MANUFACTURERS WARRANTEES SHALL NOT RELEASE THE BUILDER OF HIS RESPONSIBILITY DURING THE WARRANTEE

6. ROOF SYSTEMS SHALL BE WARRANTED FOR A MINIMUM PERIOD OF 10 (TEN) YEARS TO INCLUDE MATERIALS, LABOR, AND ANY COST

1. ALL PERMITS AND FEES SHALL BE THE RESPONSIBILITY OF THE BUILDER.

2. BUILDER SHALL SCHEDULE AND COORDINATE ALL INSPECTIONS. DESIGNER AND OWNER SHALL BE NOTIFIED IN ADVANCE OF INSPECTIONS TO ENABLE THE DESIGNER AND OWNER TO BE PRESENT IF

1. BUILDER SHALL HAVE A SAFETY PROGRAM IN PACE AND SHALL BE SOLELY RESPONSIBLE FOR THE IMPLEMENTATION OF SUCH POLICY.

2. THIS PROJECT HAS BEEN DESIGNED IN ACCORDANCE WITH ALL CURRENT BUILDING CODES, INCLUDING LOCAL AMENDMENTS, AT THE TIME OF PRODUCTION. DESIGNER ASSUMES IMMEDIATE SUBMITTAL OF DRAWINGS TO THE BUILDING DEPARTMENT UPON COMPLETION ARCHITECTURAL ENGINEER IS NOT RESPONSIBLE FOR CODE CHANGES OCCURRING THAN 6 (SIX) MONTHS AFTER THE COMPLETION OF THESE DRAWINGS.

3. AE LEUKEN, LLC SHALL COMMUNICATE ONLY WITH THE GENERAL CONTRACTOR, OR PRIMARY CONTACT, WHOM IS RESPONSIBLE FOR THE OVERALL PROJECT. AE LEUKEN, LLC IS IN NO OBLIGATION TO COMMUNICATE WITH SUB-CONTRACTORS AND ANY COMMUNICATION DONE IN THIS MANOR SHALL BE CONSIDERED ADVOCATED ONLY AND

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