WATERSTONE AT BATON ROUGE ASSISTED LIVING AND MEMORY CARE BATON ROUGE, LOUISIANA

CONSTRUCTION DOCUMENTS

03/31/2016

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TDI Project Number 201-156
Texas Design Interests, LLC has prepared the structural portions of the following sections of this specifications book and the below signature and seal apply to those portions of these sections only: 03 10 00, 03 20 00, 03 30 00, 05 12 00, 05 40 00, 05 44 00, 06 11 20, and 06 17,00



SECTION 00 01 10

WATERSTONE ASSISTED LIVING AND MEMORY CARE QA SET 03/03/2016

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NOT USED

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NOT USED

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- 23 07 00 HVAC Insulation
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- 23 74 13 Packaged, Outdoor, Central-Station Air handling Units
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SECTION 00 43 25 – REQUEST FOR SUBSTITUTION FORM

1.01: Substitutions and Cost Reduction Incentive

- A. Bids shall be based on the articles and materials named in the specifications. However, the Owner encourages substitutions that save cost, reduce time, or provide a decrease in the cost of performance in this contract. Substitutions may be submitted under the following procedures:
 - 1. Submit to the Architect on REQUEST FOR SUBSTITUTION FORM, found at the end of this section, no later than 48 hours prior to the deadline for submission of the bid.
 - 2. After the Contract is signed: substitutions will be considered in exceptional cases only where the contractor, through no fault of his own, is unable to obtain specified items in time to avoid delay to the work. Contractor failure to order materials in time does not constitute grounds for substitutions.
 - 3. By submitting this form, General Contractor agrees to be responsible for all coordination, architectural or engineering design cost, installation cost, and any other cost issues arising as a result of the substitution. Architect shall be sole judge as to the satisfactory resolution of any such issues.
 - 4. By submitting this form, General Contractor certifies that the substituted product is equal to or better than the quality of the specified product and complies with all required codes.

End of Section 00 43 25

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Date _____

SECTION 00 43 25

REQUEST FOR SUBSTITUTION FORM

TO:	Jefferso Austin,	Pi Architects Jefferson St, Suite 303 Austin, TX. 78731 Attention: Greg Hunteman WATERSTONE ASSISTED LIVING AND MEMORY CARE								
PROJECT:	WATE									
SPECIFIED I	TEM:									
Section	Page	Paragraph	Description							
The Undersig	ned requests co	nsideration of the	e following:							
PROPOSED	SUBSTITUTI	ON:								
adequate for comparable to	evaluation of t	he request; appl ne original item	icable portions of	the data are cl	phs, performances and test data early identified. Data must be omparability of this information					
	also includes proper installat		changes to Contrac	ct Documents th	nat proposed substitution would					
The undersign	The undersigned states that the following paragraphs, unless modified on attachments, are correct:									
1. The 1	1. The proposed substitution does not affect dimensions shown on Drawings.									
	The undersigned will pay for changes to the building design, including engineering design, detailing and construction costs caused by the requested substitution.									
	ne proposed substitution will have no adverse effect on other trades, the construction schedule, or ecified warranty requirements.									
4. Mair	4. Maintenance and service parts will be locally available for the proposed substitution.									
			ction, appearance and complies with a		the Proposed Substitution are					
Submitted by:										
Nar	ne:									
Firm Nar	ne:									
Addre	ess:				_					
					<u></u>					
Pho	one		Fax:							
Signatu	ire:				Date:					
Architect's Action	n:									
	_	Accepted		Accepted a	as Noted					
	_	Rejected		Received	Too Late					

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Accepted by:

SECTION 00 72 00 – GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

1.01: Standard Form

A. "The General Conditions of the Contract for Construction, AIA Document A-201, 2007 Edition, Articles 1 through 14 inclusive, may or may not be bound immediately following. They are, however, included as part of the Contract. The Contractor and all subcontractors shall read and be governed by them.

1.02: Availability

A. Additional copies may be obtained from American Institute of Architects, 1735 New York Avenue, N.W., Washington DC 20006, from AIA Chapter offices in many cities or via www.aia.org.

1.03: Conflicts

A. In the event of conflict between referenced Owner-Contractor Agreement, General Conditions and other parts of Project Manual and Drawings, the Owner-Contractor Agreement shall govern all other documents followed by the General Conditions, then the specifications and finally the drawings. See "Supplementary Conditions" in this section of the Project Manual.

End of Section 00 72 00

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SECTION 00 73 00 – SUPPLEMENTARY CONDITIONS

1.0: DESCRIPTION

- A. The following supplements modify, change, delete from, or add to the "General Conditions of the Contract for Construction", AIA Document A201, 2007 Edition. Where any Article of the General Conditions is modified or any paragraph, subparagraph, or Clause is modified or deleted by Section 00800, the unaltered provisions of that Article, Paragraph, Subparagraph, or Clause remains in effect.
- B. Reference to Specifications/Division 1:
 - 1. Where General Conditions provisions relate generally to work of contractor and subcontractor as project administrative requirements, procedural requirements, temporary facilities, and the like, those paragraphs may be amplified by Specifications/Division 1, "General Requirements." Division 1 provisions take precedence over less stringent General Conditions requirements.
 - 2. References to paragraph numbers elsewhere in Contract Documents shall read as referring to amplified Sections/Division 1.

2.0: CONTRACT DOCUMENTS

- A. "Basic Definitions:" Add New Subparagraph
 - 1. "Miscellaneous"
 - a. "Approved" means "approved by Architect."
 - b. "For approval" means "for Architect's Approval."
 - c. "As directed" means "as directed by Architect."
 - d. "Install" means to complete or put in place.
 - e. "Selected" means "selected by Owner."
 - f. "Provide" means "pay for, furnish, and install complete, in place, ready for operation, and use."
 - g. Where "or approved" is used, Architect is sole judge of quality and suitability of proposed substitution.
 - h. "Or equal" means approval by Architect not necessary, but Contractor warrants that substitution is similar to, or exceeds, quality of item(s) replaced.
 - i. "Indicated" means "where reasonably implied and necessary in conformance with the work shown or required for proper completion."
 - j. "Specialist" means "an individual or firm of established reputation and three years experience in the business (or i.e., newly organized, whose personnel have previously established a reputation in the same field)." This individual or firm must be regularly engaged in and maintain a regular force of workmen skilled in (as applicable): Manufacturing, fabricating, or otherwise performing required work. Either the manufacturer, or an individual or firm who will perform the work under manufacturer's direct supervision, is the implication.

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- k. "Contractor" refers, as applicable, to the General Prime Contractor (as mentioned in Form of Agreement), thus differentiated from a sub-contractor, even though "Contractor" may be used in a Specification with respect to a subcontractor's work.
- 1. "Contractor" or "You" Referenced in Imperative: Where imperative mood is used, General, Prime Contractor is the one who shall perform or is responsible for the performance of others.
- m. "Similar to" means a standard of quality established by the specified product.
- n. "Manufacturer's Recommendations:"
 - Unless otherwise noted or directed, install all work in accordance with each manufacturer's recommendations for best results. Not one preparatory step or installation procedure may be omitted unless specifically modified or exempted by these documents.
 - ii. "(Manufacturer's) (Manufacturers) Directions and Recommendations:" Where Contractor is required to follow manufacturer's directions, recommendations, instructions, or the like, but more than one manufacturer is involved in the work, or its component parts, Contractor must follow all manufacturer's directions and recommendations.
 - iii. In the event of conflict between manufacturers' directions and recommendations, Contractor shall submit discrepancy or conflict to Architect for resolution and instructions.
- o. "Install in Accordance with Manufacturer's or Manufacturers' Directions:"
 - Throughout the Documents, although it may not be specifically stated, Contractor is to install all work in accordance with Manufacturer's or Manufacturers' directions.
 - ii. Should any provision of these documents be in conflict with manufacturer's or manufacturers' recommendations, immediately notify Architect. Do not proceed until written authorization is received.
- p. "Product" as used in these Contract Documents refers to materials, systems and equipment provided by Contractor.
- q. "Project Manual" as used in these Contract Documents includes certain negotiated bidding requirements, Conditions of the Contract, Specifications, and the like.
- r. "General" and "General Requirements" as used in Conditions of the Contract and this Specification apply to the balance of Specification Divisions, Section of a Division, Article, or parts of a Section."
- s. "N.I.C." or "NIC" means "Not in contract furnished and installed by Owner or his representative. Contractor to verify requirements affecting his work.
- t. "O.F.C.I." means "Owner Furnished Contractor Installed"

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3.0: Correlation and Intent of the Contract Documents

- A. RE: Execution of the Contract Documents: ADD: "Signing of Agreement is same as signing Contract Documents."
- B. Add new subparagraph: "Miscellaneous/Explanations/Intent"
 - 1. Number of Specified Items Required: Wherever in these Specifications an article, device, or piece of equipment is referred to in the singular number, the reference applies to as many such articles as are shown on the drawings or required to complete the installation.
 - 2. Wording of these Specifications: These Specifications are of the abbreviated or "streamlined" type and frequently include incomplete sentences.
 - a. Words such as "shall", "the Contractor shall", "shall be", and similar mandatory phrases, shall be supplied by inference in the same manner as they are in a note on the drawings.
 - b. The Contractor shall provide all items, articles, materials, and operations listed, including all labor,

End of Section 00 73 00

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