



CENTRALBIDDING
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Repairs for Catholic Charities
Diocese of Lake Charles

Project documents obtained from www.CentralBidding.com

16-Oct-2023 09:53:29 AM

HURRICANE LAURA STORM REPAIRS
REPAIRS TO CATHOLIC CHARITIES
FOR
DIOCESE OF LAKE CHARLES

HL-52F



BISHOP JOHN PROVOST

Bid Date: 11/09/2023 at 3:00pm

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A R C H I T E C T

09/08/2023

INDEX OF SPECIFICATIONS

DIVISION 0 BIDDING REQUIREMENTS, CONTRACT FORMS, & CONDITIONS OF THE CONTRACT

00 10 0	Cover
00 20 0	Index
00 30 0	Advertisement
00 31 0	Instructions to Bidders
00 32 0	Louisiana Uniform Public Work Bid Form
00 34 0	Bid Bond
00 35 0	Corporate Resolution
00 40 0	Non-Collusion Affidavit
00 41 0	Attestation – Past Criminal Convictions
00 42 0	Affidavit of Compliance with Clean Air Act and Water Pollution Act
00 43 0	Subcontractor List
00 44 0	Verification of Employees Affidavit
00 50 0	A105-2017 Contract Between Owner and Contractor
00 50 5	Exhibit A – Federal Contract Clauses
00 51 0	Contractor’s Performance Bond
00 52 0	Contractor’s Payment Bond
00 60 0	Change Order
00 67 0	Beneficial Occupancy
00 68 0	Certificate of Substantial Completion
00 70 0	General Conditions – AIA A201-2017
00 80 0	Supplementary Conditions
00 90 0	Labor Burden Form

DIVISION 1 GENERAL REQUIREMENTS

01 10 00	Summary
01 26 00	Contract Modification Procedures
01 29 00	Payment Procedures
01 31 00	Project Management and Coordination
01 32 00	Construction Progress Documentation
01 32 33	Photographic Documentation
01 33 00	Submittal Procedures
01 40 00	Quality Requirements
01 50 00	Temporary Facilities and Controls
01 60 00	Product Requirements
01 73 00	Execution
01 77 00	Closeout Procedures
01 78 23	Operation and Maintenance Data
01 78 39	Project Record Documents
01 79 00	Demonstration and Training

DIVISION 2 EXISTING CONDITIONS – NOT USED

DIVISION 3 CONCRETE – NOT USED

DIVISION 4 MASONRY – NOT USED

DIVISION 5 METALS

05 40 10 Retrofit Roof Framing System

DIVISION 6 WOOD, PLASTICS & COMPOSITES – NOT USED

DIVISION 7 THERMAL AND MOISTURE PROTECTION

07 21 30 Pre-Engineered Building Insulation

07 41 00 Standing Seam Roof Panels

07 42 13.13 Formed Metal Wall Panels

07 62 00 Sheet Metal Flashing and Trim

07 92 00 Joint Sealants

DIVISION 8 OPENINGS – NOT USED

DIVISION 9 FINISHES

09 51 13 Acoustical Panel Ceilings

09 91 00 Painting

DIVISION 10 SPECIALTIES – NOT USED

DIVISION 11 EQUIPMENT – NOT USED

DIVISION 12 FURNISHINGS – NOT USED

DIVISION 13 SPECIAL CONSTRUCTION – NOT USED

DIVISION 14 CONVEYING EQUIPMENT – NOT USED

DIVISION 21 FIRE PROTECTION – NOT USED

DIVISION 22 PLUMBING – NOT USED

DIVISION 23 HVAC – NOT USED

DIVISION 26 ELECTRICAL – NOT USED

DIVISION 27 COMMUNICATIONS – NOT USED

DIVISION 28 ELECTRONIC SAFETY AND SECURITY – NOT USED

DIVISION 31 EARTHWORK – NOT USED

DIVISION 32 EXTERIOR IMPROVEMENTS – NOT USED

DIVISION 33 UTILITIES – NOT USED

To be published in the American Press : 10/13/2023, 10/20/2023, 10/27/2023

Diocese of Lake Charles Upcoming Construction

The Diocese of Lake Charles is accepting proposals for construction services related to:

HL-52F Repairs to Catholic Charities

The plans and specifications are available at:

<https://www.centralauctionhouse.com/Category/10485/DiocesefLakeCharles>

Pre – Bid Meeting will be held on site, 1225 2nd St, Lake Charles, LA on October 24, 2023 at 9:00am.

Bids are due: November 9, 2023 at 3:00pm

SECTION 310

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

- 1.1 Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a "Sub-bidder", who submits a Bid to the Bidder. The term "Successful Bidder" means the lowest, qualified, responsible, and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) proposes to make an award. The term "Bidding Documents" includes the Advertisement for Bids, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids) and the Drawings.

2. COPIES OF BIDDING DOCUMENTS

- 2.1 Complete sets of Bidding Documents in the number and for the sum stated in the Advertisement for Bids may be obtained as stated in the Advertisement for Bids.
- 2.2 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Architect assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents by Bidders and their Sub-bidders.
- 2.3 Owner and Architect in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.
- 2.4 No Bidding Documents will be issued later than twenty-four (24) hours of the date set for receiving bids, as provided by Louisiana Revised Statutes.

3. QUALIFICATIONS OF BIDDERS

- 3.1 It is the intention of the Owner to award this contract to a Bidder competent to perform and complete the Work in a satisfactory manner and who proposed to employ Subcontractors, if any, competent to perform their portion of the Work in a satisfactory manner. Accordingly the apparent responsible low bidder shall fully complete and submit the Subcontractor List (Section 00 430), provided herein, within ten (10) calendar days after the bid opening. Failure to submit this form within the specified time frame will result in the bidder being declared as non-responsive, in accordance with LA R.S. 38.2212(B)(3)(a).
- 3.2 The Owner shall consider the Bidder qualifications, Subcontractors, and suppliers in evaluating the Bidder's bid and shall have the right to reject any Bidder for any reason set forth in LA R.S. 38:2211, et seq.
- 3.3 Should the Owner request additional information about the Bidder and proposed Subcontractors, following the submission of the Subcontractor List (Section 00 430), the Bidder shall submit within seven (7) days of Owner's request the specific additional information requested by the Owner to define in greater detail the Bidder's bid proposal for Owner's evaluation. Such information shall have the same legal significance as if submitted with the original bid and, if the bid is accepted, shall become legally binding on the Successful Bidder.
- 3.4 The following reasons may be considered as being sufficient for the disqualification of a Bidder and the rejection of his Bid proposal or proposals; however, this list is not all inclusive:
- 3.4.1 More than one Bid received for the same work from an individual, firm or partnership, a corporation, or association under the same or different names will not be considered.

Reasonable grounds for believing that any Bidder is interested in more than one Bid for the same work will cause the rejection of all such Bids in which the Bidder is interested.

- 3.4.2 If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of participants in such collusion will not be considered. Participants in such collusion will receive no recognition as Bidders for any future work until any such participant shall have been reinstated as a qualified Bidder.
- 3.4.3 Default of any contract in force with the Owner at the time of Bid opening.
- 3.4.4 If the Bidder has withdrawn his bid from consideration after the bids were opened at a previous bid opening under this same project.
- 3.5 Should a prospective Bidder or low Bidder be rejected on the grounds that such a bidder is not a "responsible bidder" the following procedures shall be followed in accordance with LA R.S. 38:2212(X)(1):
 - 3.5.1 Give written notice of the proposed action to such bidder and include in the written notice all reasons for the proposed action.
 - 3.5.2 Give the bidder who is proposed to be disqualified the opportunity to be heard at an informal hearing at which such bidder is afforded the opportunity to refute the reasons for the proposed action.
 - 3.5.2.1 The informal hearing shall be conducted prior to the award of the public work.
 - 3.5.2.2 The informal hearing shall be a condition precedent to any action by the bidder adverse to the public entity, its representatives, employees, and designers.
 - 3.5.2.3 The informal hearing shall be conducted by the public entity not later than five (5) business days after the date of the notice of disqualification of such bidder. The public entity shall issue a ruling in writing and deliver it to the affected bidder not later than five (5) business days after the date of the informal hearing.
 - 3.5.2.4 No award of the contract for the public work shall be made by the public entity prior to the expiration of at least five working days following the date of issuance of the decision by the hearing official.
- 3.6 Bidders on projects in the amount of fifty thousand dollars (\$50,000) or more shall be required to have a Louisiana Contractor's license and classification applicable to the work in compliance with Louisiana State Licensing Board for Contractors and in compliance with Louisiana Revised Statutes.
 - 3.6.1 The work covered by these bid documents has been classified by the Architect in accordance with LA R.S. 37:2156.1 and LA R.S. 37:2156.2 as: **Building Construction.**
 - 3.6.2 Following an initial an initial contact to the Architect, any person may object to the above stated classification(s) by sending a certified letter to both the State of Louisiana Licensing Board of Contractors and to the Architect. The objection shall be received by State of Louisiana Licensing Board of Contractors and the Architect within ten (10) working days prior to the date on which bids are to be opened. The objection shall explicitly state the reasons for the objection. The objection shall be submitted to a committee for determination. The Chairman of the Licensing Board shall appoint the committee, which shall consist of board members. The Committee shall have the power to approve the project classification or add an additional classification by vote of a majority of the members of the committee. The matter shall be resolved and the board shall notify the Architect within five (5) working days prior to the date on which bids are

to be opened, unless all parties agree that a delay will not cause harm to others.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 4.1 It is the responsibility of each Bidder, before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may in any manner affect cost, progress, performance or furnishing of the Work, (c) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance or furnishing of the Work; (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Architect of all conflicts, errors or discrepancies in the Contract Documents requiring correction, clarification, or interpretation.
- 4.2 Information and data reflected in the Contract Documents with respect to underground facilities at or contiguous to the site are based upon information and data furnished to Owner and Architect by Owners of such underground facilities or others, and Owner does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.
- 4.3 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, underground facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraphs included in Section 3.2 of the General Conditions.
- 4.4 Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.
- 4.5 On request in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the site to its former condition upon completion of such explorations.
- 4.6 The lands upon which the Work is to be performed, right-of-ways and servitudes for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.
- 4.7 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 3, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the Work.

5. INTERPRETATIONS AND ADDENDA

- 5.1 All questions about the meaning or intent of the Contract Documents are to be directed to the Architect. Interpretations or clarifications considered necessary by Architect in response to such questions will be issued by Addenda mailed, faxed, or emailed to all parties recorded by Architect as having received the Bidding Documents. Questions received less than seven (7)

working days prior to the date for opening of Bids may not be answered. Only answers to questions by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- 5.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner.
- 5.3 No addenda will be issued within seventy-two (72) hours of the advertised time for the opening of bids, excluding Saturdays, Sundays and any other legal holidays; without resulting in the extending the bid period for at least seven (7) but not more than twenty-one (21) working days, without the requirement of re-advertising as provided by LA R.S. 38:2212(O)(2)(b).

6. BID SECURITY

- 6.1 Each Bid must be accompanied by Bid security made payable to Owner in an amount of five percent (5%) of the Bidder's maximum Bid price and in the form of a certified or cashier's check or a Bid Bond issued by a surety meeting the requirements of Paragraph 6.3 below.
- 6.2 The Bid Security of the apparent Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Payment and Performance Bonds, whereupon the Bid Security will be returned. If the apparent Successful Bidder fails to execute and deliver the Agreement and furnish the required Bond, Affidavits and Insurance Certificate within fifteen (15) calendar days of the Notice of Award, Owner may annul the Notice of Award, and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom the Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the forty-sixth (46th) day after the Bid opening, whereupon Bid Security of such Bidders will be returned. The Owner and the Bidder may mutually agree to extend the forty-five (45) day period for holding the Bids and the Bid Security, as provided by Louisiana Revised Statutes. Bid Security of other Bidders will be returned approximately seven (7) days after the Bid opening.
- 6.3 In accordance with LA R.S. 38:2218.C, all Bid Guaranty Bonds shall be written by a surety or insurance agency currently on the U.S. Department of Treasury Financial Management Service list of approved companies, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide or by an insurance company in good standing licensed to write bonds either domiciled in Louisiana or owned by Louisiana residents.

7. CONTRACT TIME

- 7.1 The number of days within which, or the dates by which, the WORK is to be Substantially Completed, and also completed and ready for final payment (the Contract Time) are set forth in the Agreement, Section 00 500.
- 7.2 This contract time shall be on a **calendar day or working day** basis as set forth in the Agreement, Section 00 500. In the case of a calendar day contract, the calendar days shall consist of the consecutive number of calendar days stated in the Agreement, Section 00 500, including all Saturdays, Sundays, and Holidays.
- 7.3 In accordance with LA R.S. 38:2215(C) the Owner shall issue the Notice to Proceed no later than thirty (30) days following the date of execution of the contract by both parties, whichever date is later. However, the public Owner and the Contractor, upon mutual written consent of both parties, may agree to extend the deadline to issue the notice to proceed.
- 7.4 The WORK shall begin no later than ten (10) calendar days after the date to begin work as stipulated in the Notice to Proceed. Failure to start construction within the ten (10) day grace period and/or conduct the work in such a manner or with sufficient materials, equipment, and labor necessary to insure completion within the Contract time may be first cause for default of

the Contract.

8. LIQUIDATED DAMAGES

8.1 In the event the Contractor fails to satisfactorily complete the entire work intended and provided for under this contract within the time as provided, liquidated damages shall be assessed against the Contractor by the Owner by deducting damages as follows:

Original Contract Amount (Dollars)		Daily Charge (Dollars)	
For More Than	To and Including	Calendar Day	Working Day
\$0	\$25,000	\$80	\$195
\$25,000	\$50,000	\$210	\$345
\$50,000	\$100,000	\$240	\$400
\$100,000	\$500,000	\$270	\$510
\$500,000	\$1,000,000	\$330	\$595
\$1,000,000	\$2,000,000	\$400	\$695
\$2,000,000	\$5,000,000	\$480	\$825
\$5,000,000	\$10,000,000	\$600	\$975
\$10,000,000	-----	\$630	\$1,115

9. SUBSTITUTE MATERIALS OR PRODUCTS – PRIOR APPROVALS

9.1 In unusual cases where a closed specification has been justified for prior acceptance by the Owner in conformance with LA R.S. 38:2291 and LA R.S. 38:2295.A and B, the naming of that product in the Drawings and Specifications will be followed by wording indicating that no substitution is permitted.

9.2 Otherwise, where the Drawings and Specifications identify a product by a single specific brand, make, manufacturer, or definite specification it is to establish the required quality standard for the product regarding style, type, character, materials of construction, function, accessories, dimensions, appearance and durability. Products which are determined to be equivalent by the Architect will be acceptable. Products which are specified by a specific brand, make or manufacturer's name may also be specified by its applicable model or catalog number or other product designation.

9.3 If the Bidder desires to obtain approval of materials or equipment from other alternative suppliers or manufacturers to those identified in the Specifications or noted on the Drawings, a written request for a substitution shall be submitted to the Architect at least seven (7) working days prior to the Bid date as specified in LA R.S. 38:2295(C). Each such request shall include the name of the material or equipment for which it is to be substituted and complete description of the proposed substitute including drawings, cuts, performance and test data and other information necessary for an evaluation.

9.4 A statement setting forth any changes in other materials, equipment, or Work that incorporation of the substitute would require shall be included. Any proposed substitution shall include the cost of any necessary changes in the Project to substitute the proposed equipment, material or product for a complete installation. Basis of design of this Project is based upon the specified suppliers or manufacturers. Certain materials or equipment may meet the

specification requirements with changes and/or modifications to their standard equipment and may include redesign of structures, hydraulics, processes, instrumentation and controls, electrical system and mechanical systems. In such a case, a substituted supplier or manufacturer will be accepted if such offered product is at least equivalent to the product specified, and the cost of any redesign is covered as specified. Should the Contractor propose furnishing substitute materials or equipment, the Contractor shall comply with the following:

- a. The Contractor shall reimburse the Architect through the Owner for any associated Architectural costs for redesign and/or construction drawings production generated by any dimensional, mechanical, electrical, instrumentation, civil/site work, architectural, and structural changes and/or requirements for Manufacturer/Supplier. The bid for such Substitute Manufacturer/Supplier shall also include any proof of the merit of the proposed substitute is upon the Bidder.
- b. Reimbursement for Architecting redesign shall be based on the Architect's published hourly rates effective at the time of review or redesign plus any direct non-labor expenses such as travel, per diem, or reproduction services. Work necessary to furnish and install the equipment, including reimbursement described above and other modifications to the Work necessary to make the several parts fit together and perform as specified shall be at no additional cost to the Owner.

9.5 The Architect's decision of approval or disapproval of a proposed substitution shall be final. If Architect approves any proposed substitution, such approval will be set forth in an Addendum issued to all prospective Bidders, within three (3) days, exclusive of holidays and weekends, after the potential Bidder's submission of a substitute material. Bidders shall not rely upon approvals made in any other manner. If a substitute offered by the Contractor is not found by the Architect to be equal to the material specified, the Contractor shall furnish and install the material specified.

9.6 After the receipt of Bids, the Contract, if awarded, will be on the basis of material and product described in the Drawings or specified in the Specifications without consideration of possible substitute of "or equal" items except as specified in 9.3 above.

10. SUBCONTRACTORS

10.1 All Subcontractors being assigned a portion of the Work in the amount of fifty-thousand dollars (\$50,000) or more must possess a current Louisiana Contractor's license of the proper classification, as provided by Louisiana Revised Statutes. Furthermore, any Subcontractor who enters into a subcontract in the which the Subcontractor is to provide labor only, and the Contractor is to provide the materials, that Subcontractor must possess a current Louisiana Contractor's license of the proper classification if the combined cost of the Subcontractor's labor and the materials provided by the Contractor is \$50,000 or more, even if the Subcontractor's labor cost is less than \$50,000 pursuant to LA R.S. 37:2150.1(3).

10.2 The Bidder shall identify ALL Subcontractors which he proposes to employ on the Contract by NAME, ADDRESS, TELEPHONE, and SCOPE OF WORK. This information shall be provided in the Subcontractor List (Section 00435) which shall be submitted by the apparent low bidder within ten (10) days following the bid opening. If no Subcontractors are to be used on this project, the Bidder shall state this. The Contractor will be required to use all Subcontractors he identifies as listed on this form.

10.3 Should the Owner request additional information about the Bidder and proposed Subcontractors, following the submission of the Subcontractor List (Section 430), the Bidder shall submit within seven (7) days of Owner's request the specific additional information requested by the Owner to define in greater detail the Bidder's bid proposal for Owner's

evaluation. Such information shall have the same legal significance as if submitted with the original bid and, if the bid is accepted, shall become legally binding on the Successful Bidder.

- 10.4 If Owner or Architect after due investigation has reasonable objection to any proposed Subcontractor, supplier, other person or organization, either may, before giving the Notice of Award, request the apparent Successful Bidder to submit an acceptable substitute without an increase in Contract Price or Contract Time. If the apparent Successful Bidder declines to make any such substitution, Owner may award the contract to the next lowest responsible and responsive Bidder that proposes to use acceptable Subcontractors, Suppliers, and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any Subcontractor, Supplier, other person, or organization listed and to whom Owner or Architect does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Architect subject to revocation of such acceptance after the "effective date of the Agreement" as provided in Article 5 of the General Conditions.
- 10.5 No Contractor shall be required to employ any Subcontractor, Supplier, other person, or organization against whom he has reasonable objection.

11. BID FORM

- 11.1 The Bid Form (Section 00 320) is included with the Bidding Documents; additional copies may be obtained from the Architect.
- 11.2 Bid Form shall be completed in ink or by typewriter. All blanks on the Bid Form must be completed.
- 11.3 Bids by corporations must be executed in the corporate name by a corporate officer accompanied by evidence of authority to sign in accordance with the Resolution form (Section 00 350). The corporate address and state of incorporation must be shown where indicated on the bid form.
- 11.4 Bids by partnerships must be executed in the partnership name and signed by a partner whose title must appear where indicated on the bid form, and the official address of the partnership must be shown below the signature.
- 11.5 All names must either be clearly written and legible or be typed or printed where indicated on the Bid Form.
- 11.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in where indicated on the Bid Form).
- 11.7 The address and telephone number for communications regarding the Bid must be shown where indicated on the bid form.

12. SUBMISSION OF BIDS

- 12.1 Paper bids shall be submitted on forms provided by the Owner at or before the time and at the place indicated in the Advertisement for Bids in accordance with LA R.S 38:2212(B)(6)(a). Both paper and electronic bids shall be subject to all requirements of the Contract Documents including the drawings, specifications, addenda, and these Instructions to Bidders. All bids must be regular in every respect and no interlineations, exclusions, or special conditions shall be made or included on the Bid Form by the Bidder.
- 12.2 If a bid is a paper bid, the bid, including the Bid Form, the Bid Security, and evidence of authority to sign the bid (if required) shall be enclosed in an opaque envelope. The envelope shall be

sealed and clearly labeled with the name of the project, project number, name of bidder, bidder license number (where required), and the date and time of bid opening. All envelopes containing a Bid in the amount of fifty-thousand dollars (\$50,000) or more shall bear the BIDDER'S Louisiana Contractor's license number, as provided by Louisiana Revised Statutes. Any bid that does not require the Contractor to be licensed shall state the exemption on the bid envelope. If the Bid is submitted through the mail, the sealed envelope containing the bid shall be enclosed in a separate envelope addressed as specified in the Bid Form and sent by registered or certified mail with a return receipt requested. If the bid is submitted by hand the deliverer shall request a written receipt.

12.3 Electronic bids shall conform to the same requirements of a paper bid described, herein.

12.4 Any Bids received after the bid submission deadline will not be accepted under any circumstances. Any uncertainty regarding the time a Bid is received will be resolved against the Bidder. The Owner may consider as irregular any Bid on which there is an alteration of or departure from the electronic bid form or the paper bid hereto attached and at its option may reject the same.

13. MODIFICATION AND WITHDRAWAL OF BIDS

13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the deadline for submitting Bids. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so; and, in case signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the request for withdrawal or modifications. Withdrawal of a Bid will not prejudice the rights of a Bidder to submit a new Bid prior to the Bid Date and Time. After expiration of the period for receiving Bids, no Bid may be withdrawn or modified.

13.2 If, within forty-eight (48) hours of the Bid opening, exclusive of Saturdays, Sundays and legal holidays, any Bidder who files a duly signed, and sworn written notice with Owner to the satisfaction of Owner that there was a patently obvious mechanical, clerical or mathematical error in its Bid, that Bidder may withdraw its Bid and the Bid Security will be returned as provided by LA R.S. 38:2214 [C]. Thereafter, the Bidder will be disqualified from future bidding and will not be permitted to provide any subcontract work on the Contract, for which the withdrawn bid was submitted, as provided by LA R.S. 38:2214 [D].

14. OPENING OF BIDS

14.1 Bids will be opened and (unless obviously nonresponsive) read aloud publicly. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

14.2 For projects requiring licensing, any bid which does not show on the paper bid envelope or the electronic bid form, the Contractor's Louisiana Contractor's license number and contain the Contractor's license certification on the Bid Form, or any bid which does not state the exemption on the bid envelope or electronic bid form if the bid does not require the Contractor to hold a Louisiana Contractor's license shall be automatically rejected and returned to the bidder marked "Rejected," and shall not be read aloud.

15. BIDS TO REMAIN OPEN

15.1 As provided by LA R.S. 38:2215A., all Bids shall remain open for forty-five (45) calendar days after the day of the Bid opening, however as provided under LA R.S. 38:2215.D, these provisions

are not applicable for projects requiring the sale of bonds or financed in whole or in part by federal or other funds which will not be readily available at the time bids are received.

- 15.1 Extensions of time when Bids shall remain open beyond the forty-five (45) calendar day period specified in LA R.S. 38:2215A may be made only by mutual agreement between the Owner and the lowest responsible bidder by one or more thirty (30) calendar day extensions.

16. NON-COLLUSION AFFIDAVIT

- 16.1 In accordance with the LA R.S. 38:2224, the apparent responsible low bidder shall execute and submit the Non-Collusion Affidavit (Section 00 400) provided herein, within ten (10) calendar days after the bid opening, declaring that he has not entered into a collusive agreement with any other corporation, firm, nor person in preparation of his bid. Failure to submit this affidavit within the specified time frame will result in the bidder being declared as non-responsive.

17. FELONY CONVICTION/E-VERIFY AFFIDAVIT

- 17.1 In accordance with LA R.S. 38:2227 and LA R.S. 38:2212.10(C), the apparent responsible low bidder shall execute and submit the Felony Conviction and Employee Verification Affidavit (Section 00 440) provided herein, within ten (10) calendar days after the bid opening, attesting that he has satisfied the requirements contained within said affidavit. Failure to submit this affidavit within the specified time frame will result in the bidder being declared as non-responsive.

18. AFFIDAVIT OF COMPLIANCE WITH CLEAN AIR ACT AND WATER POLLUTION ACT

- 18.1 The apparent responsible low bidder shall execute and submit the Affidavit of Compliance with Clean Air Act and Water Pollution Act (Section 00 420) provided herein, within ten (10) calendar days after the bid opening, attesting that he has satisfied the requirements contained within said affidavit. Failure to submit this affidavit within the specified time frame will result in the bidder being declared as non-responsive.

19. AWARD OF CONTRACT

- 19.1 For reasons of just cause, as provided by LA 38:2214 B, the Owner reserves the right to reject any and all Bids, to waive any informalities allowable by statute, and to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Bids which are unsigned or are not accompanied by the required bid security shall be irrevocably rejected. When one or more bids are rejected, the reason therefore shall be given. Bids may be considered irregular and subject to rejection if they show serious omission, unauthorized alteration of form, unauthorized alternate bids, incomplete or unbalanced unit prices, or irregularities of any kind. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 19.2 In evaluating bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Award.
- 19.3 Owner will also consider the qualifications and experience of Subcontractors, suppliers, and other persons and organizations proposed for those portions of the Work whose identity must be submitted as provided in Article 3 of these Instructions to Bidders.

- 19.4 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 19.5 If the contract is to be awarded, it will be awarded to the lowest responsible, responsive Bidder. Alternates, if accepted, shall be accepted in the order in which they are listed in the bid form. Determination of the low bidder shall be on the basis of the sum of the base bid and any alternates accepted. However, the Owner shall reserve the right to accept alternates in any order which does not affect determination of the low bidder.
- 19.6 If this contract should involve financial assistance with funds from other agencies, the Owner shall refer to the regulations of that agency concerning the determination of the Bidder to be awarded this contract.

20. CONTRACT SECURITY

- 20.1 Article 6.01 of the General Conditions sets forth Owner's requirements as to Performance and Payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required Performance and Payment Bonds.
- 20.2 In addition to the requirements in Article 6.01, in order to be acceptable to the Owner, a surety company issuing Bid Guaranty Bonds, or 100% Performance/Payment Bonds, called for in these Specifications, shall meet and comply with the following minimum standards:
 - 20.2.1 Surety must be admitted to do business in the State of Louisiana and shall comply with the provisions of LA R.S. 38:2241. The Surety Company shall be listed by the U.S. Department of Treasury Financial Management Service (Circular 570 as amended) with an A-rating as provided under LA R.S. 38:2219.
 - 20.2.2 Surety shall have been in business and have a record of successful continuous operations for at least five (5) years.
 - 20.2.3 Attorneys-in-fact who sign bid bonds or performance/payment bonds must file with such bond a certified copy of their power of attorney to sign such bond.
 - 20.2.4 Agents of surety companies must list their name, address and telephone number on all bonds.
 - 20.2.5 Surety shall have at least the following minimum ratings:

<u>CONTRACT AMOUNT</u>	<u>BEST'S RATINGS</u>
up to \$2,500,000	Class IV A- or better
\$2,500,000 to \$5,000,000	Class V A- or better
Above \$5,000,000	Class V A- or better

- 20.2.6 The life of the bonds shall extend twelve (12) months beyond the date of final acceptance for warranty purposes and shall contain a waiver of alteration to the terms of the Contract, extensions of time and/or forbearance on the part of the Owner.

21. SIGNING OF AGREEMENT

- 21.1 When the Owner issues the Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement, as well as, all other Contract Documents attached. No more than fifteen (15) calendar days thereafter, the Contractor shall sign and deliver the required number of counterparts of the Agreement, additional Contract Documents, and the required Performance and Payment Bonds with insurance certificates to

Owner.

- 21.2 Having satisfied all conditions of the award as set elsewhere in these documents, the successful bidder shall, within the period specified above, furnish bonds in the penal sum not less than the amount of the contract as awarded, as security for the faithful performance of the contract and for payment of all persons performing labor and furnishing materials in connection with this contract. Such bonds shall be in the form of the Diocese of Lake Charles Performance and Payment Bonds and shall bear the same date as, or a date subsequent to that of the Agreement. The bonds shall be written by the Surety of Insurance Company satisfying all of the minimum standards set forth in Article 20 of The Instructions to Bidders.
- 21.3 The failure of the successful bidder to execute such agreement, additional contract documents, and to supply the required bonds within fifteen (15) calendar days after the Notice of Award is issued, or within such extended period as the Owner may grant, based on reasons determined sufficient by the Owner, shall constitute a default, and the Owner may either award the Contract to the next lowest bidder or re-advertise for bids, and may charge against the bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid bond. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the owner for a refund.
- 21.4 Within fifteen (15) calendar days thereafter, Owner shall deliver one (1) fully signed counterpart of the Agreement, as well as, all other Contract Documents to Contractor.

22. RETAINAGE

- 22.1 Retainage of 10% of the value of WORK completed and materials stored on-site shall be deducted from the Contractor's Application for Payment for contract prices up to \$500,000.00.
- 22.2 Retainage of 5% of the value of WORK completed and materials stored on-site shall be deducted from the Contractor's Application for Payment for contract prices of \$500,000 or more.

23. RELATED WORK UNDER SEPARATE CONTRACTS

- 23.1 The Bidder's attention may be directed to the fact that the Work to be done under this contract may be only part of a Project consisting of improvements under several different contracts, that contracts may be let for the other portions of the Project, and that the success of the Project may be dependent upon the completion of the Work under this contract and the work to be done by others.

24. TAXES

- 24.1 In accordance with applicable rules adopted and promulgated by the Louisiana Department of Revenue, the Owner will designate the Contractor and all Subcontractors as its agents for the purchase and lease of materials, supplies or equipment for this Project as per LA R.S. 47:301 (8)(c). The Contractor and all Subcontractors shall accept the agency designation. The designation and acceptance thereof shall be made on the form prescribed by the Louisiana State Department of Revenue which form shall be part of the contract between the Owner, and the Contractor. A copy of this form is included in Section 00 445.
- 24.2 The agency relationship between the Owner and the Contractor and all Subcontractors shall relieve the Contractor and Subcontractors (1) from paying any state or local sales taxes or state or local use taxes on materials, supplies or equipment which is affixed to and/or made a part of the real estate of the project or work or which is permanently incorporated into the project or work and, (2) from paying any state or local use taxes on any materials, supplies or equipment

which is leased and used exclusively for the project or work. Accordingly, in preparing their bids and computing costs, the Contractor and Subcontractors shall not consider sales and/or use taxes which would otherwise be due.

- 24.3 The Contractor and Subcontractor shall furnish a copy of such certificate to all vendors or suppliers of any of the materials, supplies or equipment described above.
- 24.4 The Contractor and Subcontractors shall make all purchases and leases on behalf of and as the agent of the Owner.
- 24.5 The Contractor shall be responsible for reviewing the pertinent State Statutes involving the sales and use taxes and complying with all requirements. Rules and regulations of the Louisiana Department of Revenue shall prevail over any conflicting provisions or specifications of the Contract.

25. REQUIRED DISCLOSURE

- 25.1 At its sole discretion the Owner may reject any Bidder the Owner finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners, or Owners are found by the Owner to lack, honesty, integrity, or moral responsibility. The discretion of the Owner may be exercised based on the disclosure required herein. By submitting a Bid, Bidder recognizes and accepts that the Owner may reject the Bid based upon the exercise of its sole discretion, and Bidder waives any claim it might have for damages or other relief resulting from the rejection of its bid based on these grounds.
- 25.2 In accordance with LA R.S. 38:2212(B)(3)(a) within ten (10) days of its bid submission the Bidder shall disclose all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in Louisiana or any other state or the United States against (i) Bidder, (ii) any business entity related to or affiliated with Bidder, or (iii) any present or former executive employee, officer, director, stockholder, partner, or Owner of Bidder or of any such related or affiliated entity. This disclosure shall not apply to any person or entity which is only a stockholder, which person or entity owns twenty percent (20%) or less of the outstanding shares of the Bidder whose stock is publicly owned and traded.
- 25.3 The apparent, responsible low bidder is required by the State of Louisiana Public Bid Law to furnish the following information or documentation within ten (10) calendar days after the date bids are opened; Felony Conviction and E-Verification Affidavit (Section 00 440) the Non-Collusion Affidavit (Section 00 400). If the apparent low bidder does not submit the proper information or documentation as required by the bidding documents within the ten (10) calendar day period, such bidder shall be declared non-responsive, and the public entity shall award the bid to the next lowest bidder, and afford the next lowest bidder not less than ten days from the date the apparent low bidder is declared non-responsive, to submit the proper information and documentation as required by the bidding documents, and may continue such process until the public entity either determines the low bidder or rejects all bids.

26. PROTESTS

- 26.1 Owner is responsible for resolution of protests of contract award, claims, disputes, alleged patent infringements, alleged license fees, and other related procurement matters in accordance with sound business judgment and good administrative practice. The following procedures shall be used for this purpose:

26.1.1 Any party with a direct financial interest adversely affected by Owner's procurement

decision shall file a protest under this Article or be barred further relief.

26.1.2 A protest must (a) be in writing (oral protests shall not be permitted); (b) adequately state the basis of the protest and the relief requested; and (c) be received by Owner within seven (7) calendar days from the date the basis of the protest was, or should have been, known.

26.1.3 Owner shall take action on protests within forty-five (45) calendar days of the receipt thereof. Owner may defer the protested procurement upon receipt of a procedurally adequate protest, provided that, in any event, award of a contract or subcontract or procurement of a sub-item may be permitted, at the Owner's sole discretion, where it will not materially affect resolution of the protest.

26.1.4 A protest shall be limited to (a) issues arising from the procurement provisions of the Contract and (b) state or local law. No protest may be filed with respect to basic project design.

26.1.5 The Owner's Attorney will establish procedures for resolution of protests. The Owner will rely for resolution of the protest, on decisions issued under Louisiana law, as well as decisions issued by other states, Federal courts, the U.S. Comptroller General, or other Federal agencies with extensive procurement expertise if Louisiana law is not clearly established.

27. OSHA REQUIREMENTS

27.1 Successful bidder shall comply with all applicable OSHA requirements.

28. CONSTRUCTION UTILITIES

28.1 Electric power required by the Bidder shall be secured by the Bidder and through his own arrangement with a Utility Company, or by other means.

28.2 Any water needed by the Bidder during construction will be shall be secured by him through his own arrangements. The Contractor shall obtain the water meter from the utility provider. The Contractor shall be responsible for all deposits, meter, and consumption charges. There will be no direct payment for this water usage, water deposit, or fee.

28.3 All sanitary facilities required during construction shall be provided by the Bidder and made satisfactory to the Architect and Public Health Authorities.

29. QUANTITIES OF ESTIMATE

29.1 Wherever the estimated quantities of work to be done and materials to be furnished on a unit price basis under this contract are shown in any of the documents, including the bid form, and the right is expressly reserved, except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this contract, and such increase or diminution shall in no way vitiate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

29.2 Bidders must satisfy themselves of the accuracy of the estimated quantities in the bid schedule by examination of the site and review of the drawings and specifications including addenda. After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

30. STATE PREFERENCE

30.1 Preference shall be given in accordance with the prevailing Statutes under Title 38, as follows:

30.1.1 Preference is hereby given to materials, supplies, and provisions, produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside of the State.

30.1.2 In the letting of contracts for public work by any entity, except contracts financed in whole or in part by contributors or loans from any agency of the United States government, preference shall be given to Louisiana resident Contractors over non-resident Contractors, in accordance with LA RS 38:2211 et seq.

31. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

31.1 Title VI Notice

32.1.1 The Diocese of Lake Charles fully complies with Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act, and related statutes, executive orders, and regulations in all programs and activities. The Diocese operates without regard to race, color, national origin, income, gender, age, and disability.

END OF SECTION

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: Diocese of Lake Charles
1201 Ryan St.
Lake Charles, LA 70601

BID FOR: Hurricane Laura Storm Repairs
Repairs to Catholic Charities
52F

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by:

Randy M Goodloe, AIA APAC and dated: 9/8/2023
(Owner to provide name of entity preparing bidding documents.)

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following ADDENDA: (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging)

TOTAL BASE BID: For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" * but not alternates) the sum of: Dollars (\$)

ALTERNATES: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

Alternate No. 1 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of: n/a Dollars (\$)

Alternate No. 2 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of: n/a Dollars (\$)

Alternate No. 3 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of: n/a Dollars (\$)

NAME OF BIDDER:

ADDRESS OF BIDDER:

LOUISIANA CONTRACTOR'S LICENSE NUMBER:

NAME OF AUTHORIZED SIGNATORY OF BIDDER:

TITLE OF AUTHORIZED SIGNATORY OF BIDDER:

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **:

DATE:

THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM

* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

** A CORPORATE RESOLUTION OR WRITTEN EVIDENCE of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38:2212(B)(5).

BID SECURITY in the form of a bid bond, certified check or cashier's check as prescribed by LA RS 38:2218(A) is attached to and made a part of this bid.

SECTION 340

BID BOND

(For a paper bid, one original required of all Bidders with Power of Attorney attached. For an electronic bid, an electronic bid bond will still be accepted if received prior to the bid opening)

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as PRINCIPAL, and _____ as Surety, are hereby held and firmly bound unto the DIOCESE OF LAKE CHARLES, LOUISIANA, as OWNER in the penal sum of _____ DOLLARS (\$ _____) for the payment of which sum well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this ____ day of _____, 20_____.

The Condition of the above obligation is such that whereas the PRINCIPAL has submitted to the DIOCESE OF LAKE CHARLES, LOUISIANA, a Bid, attached hereto and hereby made a part thereof, to enter into a contract in writing, for the construction of the following project:

Hurricane Laura Storm Repairs – Repairs to Catholic Charities.

NOW THEREFORE,

- a. If said Bid shall be rejected, or
- b. If said Bid shall be accepted and the PRINCIPAL shall execute and deliver a contract in the Form of Agreement attachment hereto (properly completed in accordance with said Bid) and shall furnish a Bond for faithful performance of said contract, and for the payment of all persons performing labor and furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extensions.

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 hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____ PRINCIPAL (BIDDER)	_____ SURETY
ADDRESS: _____ _____	ADDRESS: _____ _____
BY: _____ AUTHORIZED OFFICER-OWNER-PARTNER (SEAL)	BY: _____ AGENT OR ATTORNEY-IN-FACT
TITLE _____	TITLE: _____
SIGNATURE: _____	SIGNATURE: _____
WITNESS _____	WITNESS _____

IMPORTANT: Bid Guaranty Bonds: In accordance with LA R.S. 38:2218.C, all Bid Guaranty Bonds shall be written by a surety or insurance agency currently on the U.S. Department of Treasury Financial Management Service list of approved companies, with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide or by an insurance company in good standing licensed to write bonds either domiciled in Louisiana or owned by Louisiana residents.

SECTION 350

CORPORATE RESOLUTION

Excerpt from minutes of meeting of the board of directors of _____
_____, incorporated.

At the meeting of directors of _____,
Incorporated, duly noticed and held on _____, 20____,

A quorum being there present, on motion duly made and seconded. It was:

Resolved that _____, be and is hereby appointed, constituted and designated as agent and attorney-in-fact of the corporation with full power and authority to act on behalf of this corporation in all negotiations, bidding, concerns and transactions with The Diocese of Lake Charles or any of its agencies, departments, employees or agents, including but not limited to the execution of all bids, papers, documents, affidavits, bonds, sureties, contracts and acts and to receive and receipt therefor all purchase orders and notices issued pursuant to the provisions of any such bid or contract, this corporation hereby ratifying, approving, confirming and accepting each and every such act performed by said agent and attorney-in-fact.

I hereby certify the foregoing to be a true and correct copy of an excerpt of the minutes of the above dated meeting of the board of directors of said corporation, and the same has not be revoked or rescinded.

SECRETARY-TREASURER

DATE

END OF SECTION

NON-COLLUSION AFFIDAVIT

PROJECT NAME: **Hurricane Laura Storm Repairs – Repairs to Catholic Charities
HL-52F**

LOCATION: 1225 2nd St
Lake Charles, LA 70601

Appearer does hereby attest that:

(1) Bidder is _____ of _____, the Bidder that has submitted the above referenced Bid:

(2) Bidder is fully informed respecting the preparations and contents of the attached Bid and of all pertinent circumstances respecting such Bid:

(3) Such Bid is genuine and is not a collusive or sham Bid:

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through the collusion, conspiracy, connivance or unlawful agreement any advantage against the DIOCESE OF LAKE CHARLES, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

NAME OF BIDDER

NAME OF AUTHORIZED SIGNATORY OF BIDDER

DATE

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20____, in Lake Charles, Louisiana.

Notary Public

My Commission Expires _____

SUBMIT THIS FORM TO OWNER WITHIN TEN (10) DAYS AFTER BID OPENING

ATTESTATION - PAST CRIMINAL CONVICTIONS OF BIDDERS

PROJECT NAME: **Hurricane Laura Storm Repairs – Repairs to Catholic Charities
HL-52F**

LOCATION: 1225 2nd St
Lake Charles, LA 70601

Appearer, as a Bidder on the above-entitled Project, does hereby attest that: In accordance with the requirements of **Louisiana Revised Statute 38:2227**:

- A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:
- (a) Public bribery (R.S. 14:118)
 - (b) Corrupt influencing (R.S. 14:120)
 - (c) Extortion (R.S. 14:66)
 - (d) Money laundering (R.S. 14:23)
- B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:
- (a) Theft (R.S. 14:67)
 - (b) Identity Theft (R.S. 14:67.16)
 - (c) Theft of a business record (R.S.14:67.20)
 - (d) False accounting (R.S. 14:70)
 - (e) Issuing worthless checks (R.S. 14:71)
 - (f) Bank fraud (R.S. 14:71.1)
 - (g) Forgery (R.S. 14:72)
 - (h) Contractors; misapplication of payments (R.S. 14:202)
 - (i) Malfeasance in office (R.S. 14:134)

NAME OF BIDDER

NAME OF AUTHORIZED SIGNATORY OF BIDDER

DATE

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER

SUBMIT THIS FORM TO OWNER WITHIN TEN (10) DAYS AFTER BID OPENING

AFFIDAVIT OF COMPLIANCE WITH CLEAN AIR ACT AND WATER POLLUTION ACT

This document must be executed and furnished by the **lowest responsive Bidder** no later than ten (10) calendar days after the Bid Opening. Failure to submit within the specified timeframe will result in the Bidder being declared as non-responsive.

STATE OF LOUISIANA

PARISH OF CALCASIEU

BE IT KNOWN _____ being first duly

(Name of Authorized Representative of Bidder)

sworn, deposes and says that:

(1) He is the _____, of _____,
(Title) (Firm Name)

the Bidder, that has submitted the accompanying Bid for the Construction of the

Hurricane Laura Storm Repairs – Repairs to Catholic Charities _____,
(Project Name)

, a public project of the City of Lake Charles, Louisiana;

(2) He certifies that he will comply with all of the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857 et. seq.) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318), relating to inspection, monitoring, entry, reports, and information, as well as all requirements, regulations, and/or guidelines issued under the above Sections;

(3) He further certifies that he nor any of his non-exempt subcontractors will not use any facility in the performance of any non-exempt Contract which is listed on the List of Violating Facilities issued by the Environmental Protection Agency;

(4) He further agrees that prompt notice will be given to the Agency or Agencies involved in this Contract of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility utilized or to be utilized for this Contract is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities; and

(5) He further agrees to include or cause to be included the criteria and requirements of paragraphs 2 through 4 of this Section in every non-exempt subcontract and further that he will take such action as the proper Agency may direct as a means of enforcing such provisions.

WITNESSES:

BIDDER:

BY: _____
TITLE: _____

Subscribed and sworn to before me

This ____ day of _____, 20 ____

(NOTARY PUBLIC)

My commission expires _____

SEAL

END OF SECTION

SUBCONTRACTOR LIST

(Required from Apparent Low Bidder within 10 Days of Receipt of Bids)

Project No.: **Hurricane Laura Storm Repairs – Repairs to Catholic Charities**

The following is a list of Subcontractors proposed to be used on above listed Project, including the category or scope of work, which each Subcontractor will be performing. *If no Subcontractors are to be used on this project, the bidder shall so indicate by insertion of the phrase "No Subcontractors will be used on this project" written or typed across this submittal.*

The Contractor will be required to use all Subcontractors listed on this form in the identified scope of work. Listing Subcontractors with a duplicate category or scope of work will not be permitted.

The obligation to submit the names of Subcontractors on the Subcontractor’s Submittal form is not applicable for subcontracts amounting to less than Five Thousand Dollars (\$5,000.00), or less than one percent (1%) of the total amount bid.

<u><i>SUB'S NAME, ADDRESS AND TELEPHONE</i></u>	<u><i>CATEGORY OR SCOPE OF WORK</i></u>
---	---

1) _____	_____
_____	_____
_____	_____

2) _____	_____
_____	_____
_____	_____

3) _____	_____
_____	_____
_____	_____

4) _____	_____
_____	_____
_____	_____

5) _____	_____
_____	_____
_____	_____

Signed: _____

Title: _____

VERIFICATION OF EMPLOYEES AFFIDAVIT -

PROJECT NAME: **Hurricane Laura Storm Repairs – Repairs to Catholic Charities
HL-52F**

LOCATION: 1225 2nd St
Lake Charles, LA 70601

Appearer, as a Bidder on the above-entitled Public Works Project, does hereby attest that: In accordance with the requirements of **Louisiana Revised Statute 38:2212.10**:

- A. Appearer is registered and participates in a status verification system (E-Verify) to verify that all new employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
- B. If awarded the contract, Appearer shall continue, during the term of the contract, to utilize a status verification system (E-Verify) to verify the legal status of all new employees in the state of Louisiana.
- C. If awarded the contract, Appearer shall require all subcontractors to submit to it a sworn affidavit verifying compliance with Paragraphs (A) and (B) of this Subsection.

NAME OF BIDDER

NAME OF AUTHORIZED SIGNATORY OF BIDDER

DATE

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER

SWORN TO AND SUBSCRIBED before me this _____ day of _____,
20____, in Lake Charles, Louisiana.

Notary Public

My Commission Expires _____

SUBMIT THIS FORM TO OWNER WITHIN TEN (10) DAYS AFTER BID OPENING



AIA® Document A105® – 2017

Standard Short Form of Agreement Between Owner and Contractor

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

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

Diocese of Lake Charles
1201 Ryan St.
Lake Charles, LA 70601
Telephone Number: 337-439-7436

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

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

Catholic Charities Repairs
1225 2nd St
Hurricane Laura Storm Damage Repairs to existing warehouses and office buildings.

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

Randy M. Goodloe, AIA, APAC
725 Kirby Street Lake Charles, LA 70601
Telephone Number: 337.436.3036
Fax Number: 337.436.3773

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.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS**
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 3 CONTRACT SUM**
- 4 PAYMENTS**
- 5 INSURANCE**
- 6 GENERAL PROVISIONS**
- 7 OWNER**
- 8 CONTRACTOR**
- 9 ARCHITECT**
- 10 CHANGES IN THE WORK**
- 11 TIME**
- 12 PAYMENTS AND COMPLETION**
- 13 PROTECTION OF PERSONS AND PROPERTY**
- 14 CORRECTION OF WORK**
- 15 MISCELLANEOUS PROVISIONS**
- 16 TERMINATION OF THE CONTRACT**
- 17 OTHER TERMS AND CONDITIONS**

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1** this Agreement signed by the Owner and Contractor;
- .2** the drawings and specifications prepared by the Architect, dated , and enumerated as follows:

Drawings:		
Number	Title	Date

Specifications:		
Section	Title	Pages

- .3** addenda prepared by the Architect as follows:

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

- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and
- .5 other documents, if any, identified as follows:

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.
(Insert the date of commencement if other than the date of this Agreement.)

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:
(Check the appropriate box and complete the necessary information.)

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

By the following date:

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

(\$)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value
---------------------	-------

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

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:
(Identify each allowance.)

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

§ 3.5 Unit prices, if any, are as follows:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

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

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor’s Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than (\$) each occurrence, (\$) general aggregate, and (\$) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than (\$) 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.

§ 5.1.3 The Contractor 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 that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers’ Compensation at statutory limits.

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

§ 5.1.6 The Contractor shall provide builder’s risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor

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

Coverage

Limits

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner’s usual liability insurance and shall provide property insurance to cover the value of the Owner’s property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner’s property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor’s obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

(Paragraph Deleted)

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term “Work” means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor’s obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect’s Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect’s service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.
(Insert requirements for delivering written notice by email 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.)

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner’s Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

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

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

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

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

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

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

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

§ 12.5 Substantial Completion

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

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

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

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

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

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

OWNER *(Signature)*

(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)

LICENSE NO.:
JURISDICTION:

Owner (Calcasieu Parish School Board) intends to pursue reimbursement of eligible Project costs from the Federal Emergency Management Agency (FEMA), therefore this Agreement is subject to compliance by Contractor with all applicable federal contract clauses, including but not limited to, the following:

1. Remedies

The parties agree that the Owner reserves all rights and privileges under applicable laws and regulations with respect to this contract in the event of a breach of contract, including but not limited to the right to institute legal proceedings in a court of competent jurisdiction seeking monetary damages, court costs and litigation expenses, as applicable.

2. Termination for Cause and Convenience

The parties agree that the Owner reserves the right to terminate the contract immediately, with written notice to the Contractor, in the event of a breach or default of the Contractor, including but not limited to situations in which the Contractor fails, after a reasonable opportunity to cure, to: (1) meet schedules, deadlines, and / or delivery dates within the time specified in the procurement solicitation, contract, and / or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and / or the procurement solicitations. The Owner also reserves the right to terminate the contract immediately, with written notice to the Contractor, for convenience, if the Owner believes that it is in the best interest of the Owner to do so. In the event of a termination for convenience of the Owner, the Contractor will be compensated only for work performed and goods provided by the Owner as of the termination date. The amount of compensation due the Contractor in the event of a termination for the convenience of the Owner shall be a reasonable amount, using as a guide factors such as the percentage of work or services performed by the Contractor and accepted by the Owner as of the date of termination, the contract price and any unit prices specified in the contract, as applicable.

3. Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms Owner encourages participation from small, minority-owned, women-owned, and labor surplus area business. Incorporation of these types of firms into the project team is encouraged. Additionally, prime contracts are required, if subcontracts are to be let, to take the following affirmative steps 1 through 5 of this section.

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

4. Contract Work Hours and Safety Standards Act

a. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

c. *Withholding for unpaid wages and liquidated damages.* The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

d. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall

contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Clean Water Act & Federal Water Pollution Control Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

Contractor agrees to comply with all applicable standards, orders or regulations issues pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C 1251 et seq.

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

6. Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

7. Energy Efficiency

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

8. Suspension and Debarment

Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into to the extent set forth elsewhere in this contract. This certification is a material representation of fact relied upon by Owner. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

9. Anti-Kickback Clause

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

10. Record Retention, Record Ownership, & Access to Records

The Contractor shall maintain all records in relation to this Agreement for a period of at least five (5) years after final payment.

All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the Owner and shall, upon request, be returned by Contractor to Owner, at Contractor's expense, at termination or expiration of this contract. Contractor agrees to allow the Owner access to Contractor's records.

11. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

12. Equal Employment Opportunity

Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended the Vietnam Era of 1975, and the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this agreement.

Pursuant to 2 C.F.R. Part 200, Appendix II, C, the contract must include *all* clauses from 41 C.F.R. § 60- 1.4(b). These are:

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has

not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

13. Procurement of Recovered Materials

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

14. Access to Records

The following access to records requirements apply to this contract:

- a. The Contractor agrees to provide Owner, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

d. In compliance with the Disaster Recovery Act of 2018, the Owner and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

15. DHS Seal, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. Compliance with Federal Law, Regulations and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

17. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

18. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

18B. Domestic Preferences for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

19. Byrd Anti-Lobbying

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. Sample certification is attached on following page.

BYRD ANTI-LOBBYING CERTIFICATION

**RE: PROJECT NAME / HL-
NUMBER:**

**Hurricane Laura Storm Repairs – Repairs to
Catholic Charities HL-52F**

**Byrd Anti-Lobbying Certification
for Contracts, Grants, Loans, and Cooperative Agreements
(To be executed with Agreement if Contract Sum exceeds \$100,000)**

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Representative

Name and Title of Contractor's Authorized Representative

Date

CONTRACTOR'S PERFORMANCE BOND

KNOW ALL PERSONS BY THIS INSTRUMENT, that we _____
as Principal, hereinafter referred to as CONTRACTOR, and the
_____, Surety Company, authorized to do
business in the State of Louisiana, as Surety, are held and firmly bound unto the Diocese of Lake Charles,
Louisiana, hereinafter referred to as the OWNER, organized and existing under the laws of the State of
Louisiana in the penal sum of _____ DOLLARS
(\$ _____), in lawful money of the United States, for the payment of which well
and truly be made, the said principal and the said surety do hereby bind ourselves, our heirs,
administrators, and assigns, jointly and severally, by these present as follows:

THE CONDITION OF THIS OBLIGATION is such that whereas, the CONTRACTOR by an instrument in
writing attached hereto and entered into on the _____ day of _____, 20____
has agreed with said OWNER to construct: _____

NOW, THEREFORE, if said CONTRACTOR shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions, and agreements of said contract during the original term
thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the
SURETY and during the one(1) year guaranty period and the CONTRACTOR shall satisfy all claims and
demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all
costs and damages which may suffer by reason of failure to do so, and shall reimburse and repay the
OWNER all outlay and expense which the OWNER may incur in making good any default, then this
obligation shall be void, otherwise to remain in full force and effect,

PROVIDED, FURTHER, That the said SURETY for value received hereby stipulates and agrees that no
change, extension of time, alterations, or addition to the terms of that contract, or the WORK to be
performed thereunder, or the SPECIFICATIONS, accompanying the same, shall in anyway affect its
obligation on this BOND, and it does hereby waive notice of any change, extension of time, alteration or
addition to the terms of the CONTRACTOR, or to the WORK, or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed automatically and
immediately, without formal and separate amendments hereto, upon amendment to the Contract not
increasing the contract price more than twenty (20) percent, so as to bind the CONTRACTOR and the
SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment",
wherever used in this BOND, and whether referring to this BOND, the Contract of the Loan Documents
shall include any alteration, addition, extension, or modification of character whatsoever:

The Date of this Performance Bond Shall be:

The _____ day of _____ 20____. (Not Earlier than Contract Date)

Surety and Contractor, intending to be legally bound hereby, subject to the terms of printed hereon, do each cause this Performance Bond to be duly executed on behalf by its authorized officer, agent, or representative.

ATTESTS: As to Principal

PRINCIPAL (SEAL)

(WITNESS)

(ADDRESS)

(WITNESS)

By _____

ATTESTS: As to Surety

SURETY (SEAL)

(WITNESS)

(ADDRESS)

(WITNESS)

By _____
ATTORNEY-IN-FACT

NOTE: Date of Bond shall not be prior to date of Contract.
If CONTRACTOR is a partnership, all partners should execute BOND.

END OF SECTION

CONTRACTOR'S PAYMENT BOND

KNOW ALL PERSONS BY THIS INSTRUMENT, that we _____
as Principal, hereinafter referred to as CONTRACTOR, and the
_____, SURETY Company, authorized to do
business in the State of Louisiana, as SURETY, are held and firmly bound unto the Diocese of Lake
Charles, Louisiana, hereinafter referred to as the OWNER, organized and existing under the laws of the
State of Louisiana and unto all persons, firms, and corporations who or which may furnish labor, or who
furnishes materials to perform as described under the contract to their successors and assigns in the
total aggregate penal sum _____
DOLLARS (\$ _____), in lawful money of the United States, for the payment of
which well and truly be made, the said principal and the said SURETY do hereby bind ourselves, our
heirs, administrators, and assigns, jointly and severally, by these present as follows:

THE CONDITION OF THIS OBLIGATION is such that whereas, the CONTRACTOR by an instrument in
writing attached hereto and entered into on the _____ day of _____, 20____
has agreed with said OWNER to construct: _____

NOW, THEREFORE, if said CONTRACTOR shall promptly make payment to all persons, firms, and
corporations furnishing materials for or performing labor in the prosecution of the work provided for in
such contract and any authorized extensions or modification thereof, including all amounts due for
materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used in
connection with the construction of such work, and for ail labor cost incurred in such work including that
by a SUBCONTRACTOR, and to any mechanic or materialman lienholder whether it acquires its lien by
operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and
effect,

PROVIDED, FURTHER, That the said SURETY for value received hereby stipulates and agrees that no
change, extension of time, alterations, or addition to the terms of that contract, or the work to be
performed thereunder, or the Specifications, accompanying the same, shall in anyway affect its
obligation on this BOND, and it does hereby;

PROVIDE, FURTHER, that no suit or action shall be commenced hereunder by any claimant:

- a) Unless claimant, other than one having a direct contract with the CONTRACTOR, shall
have given written notice to any two of the following: The CONTRACTOR, the OWNER,
or the SURETY above named within ninety (90) days after such claimant did or
performed the last of the work or labor, or furnished the last of the materials for which
said claim is made; starting with substantial accuracy the amount claimed and the name
of the party to whom the materials were furnished, or for whom the work or labor was
done or performed. Such notice shall be served by mailing the same by registered mail
or certified mail, postage prepaid, in an envelope addressed to the CONTRACTOR,
OWNER, or SURETY, at any place where an office is regularly maintained for the

transaction of business, or served in any manner in which legal process may be served in the states in which the aforesaid project is located, save that such service need not be made by a public officer.

- b) After the expiration of one (1) year following the date of which CONTRACTOR ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the Contract price more than twenty (20) percent, so as to bind the CONTRACTOR and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the Contract of the Loan Documents shall include any alteration, addition, extension, or modification of character whatsoever:

In faith whereof, we have subscribed this obligation at _____ .

WITNESS OUR HANDS AND SEALS, this _____ day of _____ 20__.

ATTESTS: As to Principal

PRINCIPAL (SEAL)

(WITNESS)

(ADDRESS)

(WITNESS)

By _____

ATTESTS: As to Surety

SURETY (SEAL)

(WITNESS)

(ADDRESS)

(WITNESS)

By _____
ATTORNEY-IN-FACT

NOTE: Date of Bond shall not be prior to date of Contract.
If CONTRACTOR is a partnership, all partners should execute BOND.

END OF SECTION 520

CHANGE ORDER

PROJECT NAME: Hurricane Laura Storm Repairs - Repairs to Catholic Charities CHANGE ORDER NO: _____
PROJECT NUMBER: 21011-52F CONTRACT DATE: _____
CONTRACTOR: _____ NOTICE TO PROCEED: _____

You are directed to make the following change(s) in this contract. Attach SUMMARY, BREAKDOWN and/or UNIT PRICE BREAKDOWN forms as required and give a brief description of the change(s) below.

See attached itemized list

The Original Contract Sum	\$	-
Total Changes by Previous Change Order(s)	\$	-
Current Contract Sum	\$	-
Contract Sum will be (increased, decreased, unchanged) by this Change Order	\$	-
New Contract Sum	\$	-
The Original Contract Completion Date and Contract Time.	Date: _____	_____ DAYS
Total Time extended by Previous Change Order(s)	\$	- DAYS
Contract Time will be (increased, decreased, unchanged) by this Change Order	_____	_____ DAYS
New Contract Completion Date & Revised Contract Time	Date: _____	\$ - DAYS
Added Building Area	\$	- (Sq. Ft.)

NOTE: No additional increase in time or money will be considered for a Change Order item after it has been executed.

RECOMMENDED

Architect's Name:

Randy M. Goodloe, AIA APAC

Address:

725 Kirby St.

Lake Charles, LA 70601

By: _____

Date: _____

ACCEPTED

Contractor's Name:

Address: _____

By: _____

Date: _____

APPROVED

Owner:

Diocese of Lake Charles

Address: _____

1201 Ryan St.

Lake Charles, LA 70601

By: _____

Date: _____

Construction Contract Change Order SUMMARY

Item No. _____
RFI No. (or COR, CPR, etc.) _____
Date: _____

Project No. 21011-52F
Project Name: Hurricane Laura Storm Repairs - Repairs to Catholic Charities

Contractor Name: _____

Description of Work: _____

General Contractor Direct Costs - Breakdown No. _____
(See attached breakdown)

Total General Contractor Cost _____ %
(General Contract Direct Cost plus OH&P) (Max: 15%)

Subcontractor Cost Breakdowns
(See attached.)

Subcontractor Name	Breakdown No.	A Total Direct Cost	B OH&P (Max 15%) %	C Total A+(A X B)
_____	_____	_____	_____ %	_____
_____	_____	_____	_____ %	_____
_____	_____	_____	_____ %	_____
_____	_____	_____	_____ %	_____
_____	_____	_____	_____ %	_____
_____	_____	_____	_____ %	_____
_____	_____	_____	_____ %	_____
_____	_____	_____	_____ %	_____
_____	_____	_____	_____ %	_____

Subcontractor Direct Costs Total \$ -

Subcontractor Direct Costs + Subcontractor OH&P
(Sum column C)

General Contractor OH&P on Subcontractor Direct Cost at _____ %
(Sum column A times General Contractor OH&P rate.) (Max: 10%)

Total Subcontractor Costs
(Subcontractor Direct Costs + OH&P + General Contractor OH&P)

Change Order Subtotal
(Sum of Total General Contractor Costs and Total Subcontractor Costs)

Performance and Payment Bond at _____ %
(Change Order Subtotal times Performance and Payment Bond rate)

Amount will be increased decreased unchanged by
(Sum of Change Order Subtotal and Performance and Payment Bond)

Days will be increased decreased unchanged by
(Attach supporting data such as meteorological reports)

Construction Contract Change Order BREAKDOWN

Breakdown No. _____

Item No. _____

RFI No. (or COR, CPR, etc.) _____

Date: _____

Project No.: 21011-52F

Project Name: Hurricane Laura Storm Repairs - Repairs to Catholic Charities

Contractor/Subcontractor Name: _____

Direct Cost of Work :

A. Labor	Check here if explained on the Comment Sheet	↓	Hourly Wage Rate	Hours	Total Cost
1	<input type="checkbox"/>				
2	<input type="checkbox"/>				
3	<input type="checkbox"/>				
4	<input type="checkbox"/>				
5	<input type="checkbox"/>				
6	<input type="checkbox"/>				
7	<input type="checkbox"/>				
			Add Labor Burden @ _____ %		

LABOR TOTAL

B. Material		Unit Price	Unit	Units	Total Cost
1	<input type="checkbox"/>				
2	<input type="checkbox"/>				
3	<input type="checkbox"/>				
4	<input type="checkbox"/>				
5	<input type="checkbox"/>				
6	<input type="checkbox"/>				
7	<input type="checkbox"/>				
(Copies of invoices may be required.)			Add Tax @ _____ %		

MATERIAL TOTAL

C. Equipment		Unit Rate	Unit	Units	Total Cost
1	<input type="checkbox"/>				
2	<input type="checkbox"/>				
3	<input type="checkbox"/>				
4	<input type="checkbox"/>				
5	<input type="checkbox"/>				
6	<input type="checkbox"/>				
7	<input type="checkbox"/>				
(Copies of invoices may be required.)			Add Tax @ _____ %		

EQUIPMENT TOTAL

TOTAL DIRECT COST FOR THIS BREAKDOWN:
(Sum A, B & C)

Construction Contract Change Order
BREAKDOWN COMMENT SHEET

Breakdown No. _____
Item No. _____
RFI No. (or COR, CPR, etc.) _____

Project No.: 21011-52F Date: _____
Project Name: Hurricane Laura Storm Repairs - Repairs to Catholic Charities

Contractor/Subcontractor Name: _____

A. Labor

No. (From BREAKDOWN Sheet)

B. Material

C. Equipment

Instructions for Change Order Back Up Forms

The General Conditions of the Contract for Construction, AIA Document A201, 2017 Edition, and the Supplementary Conditions provide for changes in the contract in the form of change orders. The costs of such changes must be carefully, clearly and accurately documented. The set of forms is to be used to provide this documentation in a consistent format that is in accordance with the Contract Documents.

Change orders will typically contain one or more items of work. Each item of work will typically include work by the general contractor and/or one or more subcontractors. The documentation begins with a breakdown of the work of the contractor and each subcontractor. This is prepared using the form entitled "BREAKDOWN." One form for the General Contractor and one for each subcontractor. Each breakdown will be summarized on the form entitled "SUMMARY." Each item of work will, in turn, be summarized on the change order itself. This should be on the face of the change order.

The forms are available as a Microsoft Excel worksheet for ease of preparation, with formulas established for mark-ups and other basic mathematical operations.

These forms are to be used as provided. Any alteration to the forms may cause the change order to be rejected.

GENERAL: (Refer to Article 7, Sections 7.2.2 and 7.2.8)

Forms - There are five forms to be used for all change orders: CHANGE ORDER form, SUMMARY, BREAKDOWN, BREAKDOWN COMMENT SHEET and UNIT PRICE BREAKDOWN. The CHANGE ORDER form is the highest level and is the official, signed document. A CHANGE ORDER form may include one or more items of work, each of which is backed up by a SUMMARY. Each SUMMARY will be backed up with one or more BREAKDOWNs. Any unusual rates, unit costs or quantities may be explained on the COMMENT SHEET. It's simple. The BREAKDOWN form must be used for the general contractor and any subcontractor, at any level, that is to get OH&P. Use as many as needed.

Unit Pricing - Labor, material and equipment breakdown is the standard method of pricing change orders for this project. However, unit pricing may be considered in some circumstances if the unit prices are clearly established such as by unit prices that were included in the bid. These prices may also be derived from a construction industry standard reference such as R.S. Means. If unit prices were included in the bid they are acceptable for pricing change order work and, in fact, must be used for any work that is included in the change order for which they were established. The UNIT PRICE BREAKDOWN is provided for this purpose.

CHANGE ORDER:

Project identification information: Complete as required.

Description: This will include a list of each attached SUMMARY that makes up this change order and a brief statement of the work included in each.

New Contract Sum: Calculate the new contract amount using the original contract amount, previous change orders and the new change order. Circle the appropriate word for increase, decrease or unchanged.

New Contract Completion Date and Revised Time: Calculate the new contract time using the original Contract Completion Date and Contract Time, previous changes in time and the change in time by this change order. Circle the appropriate word for increase, decrease or unchanged. Show days in the main column and the date in the blank indicated.

Added Building Area: Show any building area added by this change order. If none, enter "None."

RECOMMENDED: Show the Designer's name and address, sign on the line indicated as "By:" and date on the indicated line.

ACCEPTED: Show the Contractor's name and address, sign on the line indicated as "By:" and date on the indicated line.

APPROVED: For approval by Owner.

SUMMARY: (Refer to Article 7, Sections 7.2.2 and 7.2.8)

Item No.: Show the Item number as it will appear on the CHANGE ORDER Form. Note: This may be one of several items included in one CHANGE ORDER form.

RFI No.: Show the number of the request for information. This may be known by another name such as COR (Change Order Request,) CPR (Change Proposal Request,) etc.

Project No., Date, Project Name. Complete as appropriate.

Contractor: Name of General Contractor.

Description of Work: Give a brief description of the work included in this **Item**.

General Contractor Direct Costs: Show the total General Contractor Cost from the BREAKDOWN and show the Breakdown No. in the space provided.

General Contractor Total Cost: Show the total General Contractor Cost plus the General Contractor's overhead and profit. The overhead and profit shall not exceed 15% of the Direct Cost.

Subcontractor Cost Breakdowns: List each subcontractor, Breakdown No. and Total Direct Cost (in column "A") from the attached BREAKDOWN sheets. Show the subcontractor's overhead and profit percentage in column "B" and show the calculated total of the direct cost plus the percentage of the direct cost in column "C." If the electronic version of the form is being used, column "C" will be automatically calculated. The overhead and profit shall not exceed 15% of the Total Direct Cost.

Subcontractor Direct Costs Total: Sum of column "A." This will be used to calculate the General Contractor's overhead and profit on the subcontractors' work. If the electronic version is being used, this will be an automatic calculation.

Subcontractor Direct Costs + Subcontractor OH&P: Sum of column "C." This represents the total amount that subcontractors will be paid. Automatic calculation.

General Contractor OH&P on Subcontractor Direct Cost at ___%. The contractor's overhead and profit on the subcontractors' direct cost (without subcontractor OH&P.) Enter the percentage of the contractor's OH&P on the subcontractors' work (not to exceed 10%) and show the calculated total of the subcontractors' direct cost plus the percentage of the direct cost in the space. Automatic calculation.

Total Subcontractor Costs: Total of the last two spaces.

Change Order Subtotal: Total of change order except bond.

Performance and Payment Bond at ___%: Enter bond percentage (from amount provided by the contractor at the Pre-Construction Conference) and calculate the amount for the bond.

Amount will be increased decreased unchanged by: Add bond and calculate total change order amount. Indicate "increase," "decrease" or "unchanged."

Days will be increased decreased unchanged by: Show the number of days to be added or deleted from the contract, if any, due to changes in scope, adverse weather, unusual delays or other factors. Note that a change in scope does not necessarily indicate a change in time. Indicate "increased," "decreased" or "unchanged."

BREAKDOWN:

Item No. Show the Item number as it will appear on the CHANGE ORDER Form and the SUMMARY.

Note: This may be one of several items included in one CHANGE ORDER form.

RFI No.: Show the number of the request for information. This may be known by another name such as COR (Change Order Request,) CPR (Change Proposal Request,) etc.

Project No., Date, Project Name. Complete as appropriate.

Contractor: Name of General Contractor or Subcontractor.

Direct Cost of Work:

Check here if explained on the Comment Sheet: If rates, unit costs or quantities may appear unreasonable compared to standard costs or quantities the reasons may be explained on the attached comment sheet and the box checked to indicate that there is an explanation.

A. Labor: Include the "wages paid" hourly direct labor and/or foreman necessary to perform the required change. "Wages paid" is the amount actually paid the employee, not the fully burdened charge rate used in the bid, etc. Supervisory personnel in district or home office shall not be included. Do not include the project superintendent. Supervisory personnel on the job-site, but with broad supervisory responsibility shall not be included as Direct Labor. Typically there will be only one superintendent on the job and his/her time shall not be included. Typically all other employees are eligible for inclusion. List by job title each person employed on the work, his/her hourly rate, the number hours work and the extended Total Cost. Do not list crews unless the rates for them are readily available in standard cost estimating references such as R. S. Means. Add the labor burden that was provided at the Pre-Construction conference and total the amounts in LABOR TOTAL.

B. Material: Include the acquisition cost of all materials directly required to perform the required change. List each material used in the work, the price per unit, name of the unit, the number of units used and the extended Total Cost. Add the tax rate and tax and total the amounts in MATERIAL TOTAL.

C. Equipment: Include the rental cost of equipment items necessary to perform the change. For company-owned equipment items, include documentation of internal rental rates submitted at the pre-construction conference. Charges for small tools, and craft specific tools are not allowed. List each piece of equipment used in the work, the rate by units of time (hour, day, week, etc.,) number of units of time the piece was in service on the work and the extended total cost. Add the tax rate, calculate the tax and total the amounts in EQUIPMENT TOTAL.

TOTAL DIRECT COST FOR THIS BREAKDOWN: Total of A. Labor, B. Material and C. Equipment. This is the amount that will be carried forward to the SUMMARY Sheet. This amount does **NOT** include Overhead and Profit. This will be added on the SUMMARY Sheet.

COMMENTS SHEET:

The COMMENTS SHEET uses the same heading as the SUMMARY and BREAKDOWN.

The COMMENTS SHEET includes three sections, one each for A. Labor, B. Materials and C. Equipment. These correspond to the sections in the BREAKDOWN. Each comment should be entered in the section to which it corresponds on the BREAKDOWN and numbered to correspond to the appropriate line. Comments are to used only to explain unusual rates, costs or quantities.

UNIT PRICE BREAKDOWN:

The UNIT PRICE BREAKDOWN uses the same heading as the BREAKDOWN.

The UNIT PRICE BREAKDOWN is similar to the BREAKDOWN.

Unit Price Tabulation: Each unit price is listed along with its corresponding price and the number of units used in the work. The price and number of units are multiplied to provide the total cost of each unit price item. The pricing reference, such as the bid form for the project or a construction industry standard reference, must be cited for each unit price. This may be more fully described in "Reference Legend,"

Unit Price Total: Sum the unit prices to obtain the total cost for unit prices.

BENEFICIAL OCCUPANCY

* Not for Recordation *

Dated: << date >>

Project No.: **HL-52F**

Project Name: **Hurricane Laura Storm Repairs – Repairs to Catholic Charities**

Architect: Randy M Goodloe, AIA APAC
725 Kirby St.
Lake Charles, LA 70601

Contractor: << Contractor >>
<< address 1 >>
<< address 2 >>

Owner: **Diocese of Lake Charles**
1201 Ryan St.
Lake Charles, LA 70601

The Owner desires to utilize the portion(s) of the Project described below prior to Substantial Completion.

The portion(s) of the Project described below is/are, to the best of my knowledge and belief, complete to a point that they may be legally occupied, and utilized as intended, in accordance with the requirements of the Contract Documents.

The Owner's occupancy of any portion of this project does not violate any applicable warranties, and does not constitute Acceptance of the Project, as a whole.

The portion(s) of the subject Project described below is, to be best of my knowledge and belief, complete to a point that the Owner desires to use in accordance with the requirements of the Contract Documents.

Portion(s) Occupied: << describe portions of Project >>
Date Occupied: << insert date of Beneficial Occupancy >>

Warranty Items Covered by Occupancy (See attached list).

Punch List: Attached, dated _____
(If not applicable, indicate "N/A")

Punch List Value \$ _____

Accepted by:

Architect
Randy M Goodloe, AIA

Contractor
<< Contractor >>

Owner
Diocese of Lake Charles

* Not For Recordation *

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: Hurricane Laura Storm Repairs – Repairs to Catholic Charities

Owner: Diocese of Lake Charles, Louisiana

Owner's Contract No.: HL – 52F

Architect's Firm: Randy M Goodloe, AIA APAC

Architect's Project No.: 21011-52F

Contractor:

Date of Contract:

This definitive Certificate of Substantial Completion applies to:

All Work under the Contract Documents: The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR, and Architect, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [revised tentative] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the CONTRACTOR to complete all Work in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

Amended Responsibilities Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

Substantial Completion Inspection Punch List

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Recommended by Architect Date

Accepted by Contractor Date

Accepted by Owner Date

END OF SECTION



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

THE OWNER:
(Name, legal status and address)

Diocese of Lake Charles
1201 Ryan St.
Lake Charles, LA 70601

THE ARCHITECT:
(Name, legal status and address)

Randy M. Goodloe, AIA, APAC
725 Kirby Street Lake Charles, LA 70601

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
- 4 ARCHITECT
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
- 8 TIME
- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

ADDITIONS AND DELETIONS:
The author of this document has added information 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.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

INDEX

(Topics and numbers in bold are Section headings.)

- Acceptance of Nonconforming Work
 - 9.6.6, 9.9.3, 12.3
- Acceptance of Work
 - 9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
- Access to Work
 - 3.16, 6.2.1, 12.1
- Accident Prevention
 - 10
- Acts and Omissions
 - 3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.3.2, 14.1, 15.1.2, 15.2
- Addenda
 - 1.1.1
- Additional Costs, Claims for
 - 3.7.4, 3.7.5, 10.3.2, 15.1.5
- Additional Inspections and Testing
 - 9.4.2, 9.8.3, 12.2.1, 13.4
- Additional Time, Claims for
 - 3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, 15.1.6
- Administration of the Contract
 - 3.1.3, 4.2, 9.4, 9.5
- Advertisement or Invitation to Bid
 - 1.1.1
- Aesthetic Effect
 - 4.2.13
- Allowances
 - 3.8
- Applications for Payment
 - 4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10
- Approvals
 - 2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1, 4.2.7, 9.3.2, 13.4.1
- Arbitration
 - 8.3.1, 15.3.2, 15.4
- ARCHITECT
 - 4
- Architect, Definition of
 - 4.1.1
- Architect, Extent of Authority
 - 2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1
- Architect, Limitations of Authority and Responsibility
 - 2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2
- Architect's Additional Services and Expenses
 - 2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4
- Architect's Administration of the Contract
 - 3.1.3, 3.7.4, 15.2, 9.4.1, 9.5
- Architect's Approvals
 - 2.5, 3.1.3, 3.5, 3.10.2, 4.2.7
- Architect's Authority to Reject Work
 - 3.5, 4.2.6, 12.1.2, 12.2.1
- Architect's Copyright
 - 1.1.7, 1.5
- Architect's Decisions
 - 3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.4.2, 15.2
- Architect's Inspections
 - 3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4
- Architect's Instructions
 - 3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2
- Architect's Interpretations
 - 4.2.11, 4.2.12
- Architect's Project Representative
 - 4.2.10
- Architect's Relationship with Contractor
 - 1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2
- Architect's Relationship with Subcontractors
 - 1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3
- Architect's Representations
 - 9.4.2, 9.5.1, 9.10.1
- Architect's Site Visits
 - 3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
- Asbestos
 - 10.3.1
- Attorneys' Fees
 - 3.18.1, 9.6.8, 9.10.2, 10.3.3
- Award of Separate Contracts
 - 6.1.1, 6.1.2
- Award of Subcontracts and Other Contracts for Portions of the Work
 - 5.2
- Basic Definitions
 - 1.1
- Bidding Requirements
 - 1.1.1
- Binding Dispute Resolution
 - 8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1
- Bonds, Lien
 - 7.3.4.4, 9.6.8, 9.10.2, 9.10.3
- Bonds, Performance, and Payment
 - 7.3.4.4, 9.6.7, 9.10.3, 11.1.2, 11.1.3, 11.5
- Building Information Models Use and Reliance
 - 1.8
- Building Permit
 - 3.7.1
- Capitalization
 - 1.3
- Certificate of Substantial Completion
 - 9.8.3, 9.8.4, 9.8.5

Init.

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User Notes:

(3B9ADA3E)

Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7,
9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4
Certificates of Inspection, Testing or Approval
13.4.4
Certificates of Insurance
9.10.2
Change Orders
1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3,
7.1.2, 7.1.3, 7.2, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1,
9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.2, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1,
11.5
Claims, Definition of
15.1.1
Claims, Notice of
1.6.2, 15.1.3
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, 15, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, 15.1.5
Claims for Additional Time
3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, 15.1.6
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3,
11.3.2, 14.2.4, 15.1.7
Claims Subject to Arbitration
15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3,
6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, 15.1.5
Commencement of the Work, Definition of
8.1.2
Communications
3.9.1, 4.2.4
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1,
9.10, 12.2, 14.1.2, 15.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1,
9.10.3, 12.2, 15.1.2
Compliance with Laws
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2,
13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3,
15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written
3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2,
15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY
SEPARATE CONTRACTORS
1.1.4, 6
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3,
7.3, 9.3.1.1
Construction Schedules, Contractor's
3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.4
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR SUSPENSION
OF THE
5.4.1.1, 5.4.2, 11.5, 14
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating
to
3.7.1, 3.10, 5.2, 6.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4,
9.1, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2,
12.3, 14.2.4, 14.3.2, 15.1.4.2, 15.1.5, 15.2.5
Contract Sum, Definition of
9.1
Contract Time
1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5,
7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1,
8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2,
14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5
Contract Time, Definition of
8.1.1
CONTRACTOR
3
Contractor, Definition of
3.1, 6.1.2
Contractor's Construction and Submittal Schedules
3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2
Contractor's Employees

2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6,
10.2, 10.3, 11.3, 14.1, 14.2.1.1
Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors
and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2,
9.6.7, 9.10.2, 11.2, 11.3, 11.4
Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,
3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2,
6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6,
10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the
Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
2.2.2, 9.7
Contractor's Right to Terminate the Contract
14.1
Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2,
9.8.3, 9.9.1, 9.10.2, 9.10.3
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction
Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4,
7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11
Copyrights
1.5, 3.17
Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2, 12.3,
15.1.3.1, 15.1.3.2, 15.2.1
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.4
Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3,
7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6,
11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate
Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2,
11.3, 14.2.4, 15.1.7
Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4,
7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2,
14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, 9.5, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance,
Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3,
9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1,
6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
Delays and Extensions of Time
3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7,
10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5
Digital Data Use and Transmission
1.7
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2
Emergencies
10.4, 14.1.1.2, 15.1.5
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2,
10.3.3, 11.3, 14.1, 14.2.1.1
Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3,
9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1,
3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1,
9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4
Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2,
10.4, 14.3, 15.1.6, 15.2.5

Failure of Payment
 9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
 Faulty Work
 (See Defective or Nonconforming Work)
 Final Completion and Final Payment
 4.2.1, 4.2.9, 9.8.2, 9.10, 12.3, 14.2.4, 14.4.3
 Financial Arrangements, Owner's
 2.2.1, 13.2.2, 14.1.1.4
GENERAL PROVISIONS
 1
 Governing Law
 13.1
 Guarantees (See Warranty)
 Hazardous Materials and Substances
 10.2.4, 10.3
 Identification of Subcontractors and Suppliers
 5.2.1
 Indemnification
 3.17, 3.18, 9.6.8, 9.10.2, 10.3.3, 11.3
 Information and Services Required of the Owner
 2.1.2, 2.2, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5,
 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2,
 14.1.1.4, 14.1.4, 15.1.4
 Initial Decision
 15.2
 Initial Decision Maker, Definition of
 1.1.8
 Initial Decision Maker, Decisions
 14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
 Initial Decision Maker, Extent of Authority
 14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
 Injury or Damage to Person or Property
 10.2.8, 10.4
 Inspections
 3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,
 9.9.2, 9.10.1, 12.2.1, 13.4
 Instructions to Bidders
 1.1.1
 Instructions to the Contractor
 3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2
 Instruments of Service, Definition of
 1.1.7
 Insurance
 6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5,
 11
Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3
 Insurance, Contractor's Liability
 11.1
 Insurance, Effective Date of
 8.2.2, 14.4.2
 Insurance, Owner's Liability
 11.2
 Insurance, Property
 10.2.5, 11.2, 11.4, 11.5
 Insurance, Stored Materials
 9.3.2

INSURANCE AND BONDS
 11
 Insurance Companies, Consent to Partial Occupancy
 9.9.1
 Insured loss, Adjustment and Settlement of
 11.5
 Intent of the Contract Documents
 1.2.1, 4.2.7, 4.2.12, 4.2.13
 Interest
 13.5
 Interpretation
 1.1.8, 1.2.3, 1.4, 4.1.1, 5.1, 6.1.2, 15.1.1
 Interpretations, Written
 4.2.11, 4.2.12
 Judgment on Final Award
 15.4.2
 Labor and Materials, Equipment
 1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1,
 10.2.4, 14.2.1.1, 14.2.1.2
 Labor Disputes
 8.3.1
 Laws and Regulations
 1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4,
 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8,
 15.4
 Liens
 2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
 Limitations, Statutes of
 12.2.5, 15.1.2, 15.4.1.1
 Limitations of Liability
 3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6,
 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3,
 11.3, 12.2.5, 13.3.1
 Limitations of Time
 2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,
 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,
 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15,
 15.1.2, 15.1.3, 15.1.5
 Materials, Hazardous
 10.2.4, 10.3
 Materials, Labor, Equipment and
 1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2,
 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
 Means, Methods, Techniques, Sequences and
 Procedures of Construction
 3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
 Mechanic's Lien
 2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
 Mediation
 8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, 15.3, 15.4.1,
 15.4.1.1
 Minor Changes in the Work
 1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, 7.4
MISCELLANEOUS PROVISIONS
 13

Modifications, Definition of
 1.1.1
 Modifications to the Contract
 1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7,
 10.3.2
 Mutual Responsibility
 6.2
 Nonconforming Work, Acceptance of
 9.6.6, 9.9.3, 12.3
 Nonconforming Work, Rejection and Correction of
 2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4,
 12.2
 Notice
 1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4,
 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4,
 8.2.2, 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1,
 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5,
 15.1.6, 15.4.1
 Notice of Cancellation or Expiration of Insurance
 11.1.4, 11.2.3
 Notice of Claims
 1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, 15.1.3, 15.1.5,
 15.1.6, 15.2.8, 15.3.2, 15.4.1
 Notice of Testing and Inspections
 13.4.1, 13.4.2
 Observations, Contractor's
 3.2, 3.7.4
 Occupancy
 2.3.1, 9.6.6, 9.8
 Orders, Written
 1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2,
 14.3.1
 OWNER
 2
 Owner, Definition of
 2.1.1
 Owner, Evidence of Financial Arrangements
 2.2, 13.2.2, 14.1.1.4
 Owner, Information and Services Required of the
 2.1.2, 2.2, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5,
 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1,
 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
 Owner's Authority
 1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2,
 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1,
 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2,
 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4,
 15.2.7
 Owner's Insurance
 11.2
 Owner's Relationship with Subcontractors
 1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
 Owner's Right to Carry Out the Work
 2.5, 14.2.2
 Owner's Right to Clean Up
 6.3
 Owner's Right to Perform Construction and to Award

Separate Contracts
 6.1
 Owner's Right to Stop the Work
 2.4
 Owner's Right to Suspend the Work
 14.3
 Owner's Right to Terminate the Contract
 14.2, 14.4
 Ownership and Use of Drawings, Specifications and
 Other Instruments of Service
 1.1.1, 1.1.6, 1.1.7, 1.5, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12,
 5.3
 Partial Occupancy or Use
 9.6.6, 9.9
 Patching, Cutting and
 3.14, 6.2.5
 Patents
 3.17
 Payment, Applications for
 4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1,
 14.2.3, 14.2.4, 14.4.3
 Payment, Certificates for
 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1,
 9.10.3, 14.1.1.3, 14.2.4
 Payment, Failure of
 9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
 Payment, Final
 4.2.1, 4.2.9, 9.10, 12.3, 14.2.4, 14.4.3
 Payment Bond, Performance Bond and
 7.3.4.4, 9.6.7, 9.10.3, 11.1.2
 Payments, Progress
 9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4
 PAYMENTS AND COMPLETION
 9
 Payments to Subcontractors
 5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
 PCB
 10.3.1
 Performance Bond and Payment Bond
 7.3.4.4, 9.6.7, 9.10.3, 11.1.2
 Permits, Fees, Notices and Compliance with Laws
 2.3.1, 3.7, 3.13, 7.3.4.4, 10.2.2
 PERSONS AND PROPERTY, PROTECTION OF
 10
 Polychlorinated Biphenyl
 10.3.1
 Product Data, Definition of
 3.12.2
 Product Data and Samples, Shop Drawings
 3.11, 3.12, 4.2.7
 Progress and Completion
 4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.4
 Progress Payments
 9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4
 Project, Definition of
 1.1.4
 Project Representatives

4.2.10
Property Insurance
10.2.5, 11.2
Proposal Requirements
1.1.1
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1,
10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8,
15.4
Rejection of Work
4.2.6, 12.2.1
Releases and Waivers of Liens
9.3.1, 9.10.2
Representations
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field Conditions
by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and
Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and
Samples by Contractor
3.12
Rights and Remedies
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,
6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2,
12.2.4, 13.3, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, 3.12, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Separate Contractors, Definition of
6.1.1
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, 3.12, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Special Inspections and Testing
4.2.6, 12.2.1, 13.4
Specifications, Definition of
1.1.6
Specifications
1.1.1, 1.1.6, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14
Statute of Limitations
15.1.2, 15.4.1.1
Stopping the Work
2.2.2, 2.4, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4,
9.3.1.2, 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3,
9.8, 9.9.1, 9.10.2, 9.10.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, 11.3
Substances, Hazardous
10.3
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3,
12.2, 15.1.2
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
2.3.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2
Subsurface Conditions
3.7.4
Successors and Assigns

13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4,
7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4
Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6,
9.10.5, 14.2.1
Surety
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2,
15.2.7
Surety, Consent of
9.8.5, 9.10.2, 9.10.3
Surveys
1.1.7, 2.3.4
Suspension by the Owner for Convenience
14.3
Suspension of the Work
3.7.5, 5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14
Taxes
3.6, 3.8.2.1, 7.3.4.4
Termination by the Contractor
14.1, 15.1.7
Termination by the Owner for Cause
5.4.1.1, 14.2, 15.1.7
Termination by the Owner for Convenience
14.4
Termination of the Architect
2.3.3
Termination of the Contractor Employment
14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT

14
Tests and Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,
9.9.2, 9.10.1, 10.3.2, 12.2.1, 13.4
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7,
10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5
Time Limits

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2,
5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,
9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14,
15.1.2, 15.1.3, 15.4
Time Limits on Claims
3.7.4, 10.2.8, 15.1.2, 15.1.3
Title to Work
9.3.2, 9.3.3
UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 9.1.2
Use of Documents
1.1.1, 1.5, 2.3.6, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.3.2
Waiver of Claims by the Contractor
9.10.5, 13.3.2, 15.1.7
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, 15.1.7
Waiver of Consequential Damages
14.2.4, 15.1.7
Waiver of Liens
9.3, 9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, 11.3
Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2,
15.1.2
Weather Delays
8.3, 15.1.6.2
Work, Definition of
1.1.3
Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3,
13.2, 13.3.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12
Written Orders
1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent

consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 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.

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, 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.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, 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 if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 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.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, 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.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements,

assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 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.

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the

Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

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

§ 4.2 Administration of the Contract

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

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

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the

Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations

and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

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

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

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor,

prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

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

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

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

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work,

promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

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

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

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

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

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

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

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

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

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

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

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

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

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will

affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor 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 Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

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

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

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

§ 8.2 Progress and Completion

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

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

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

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

unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

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

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

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

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

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

§ 9.5 Decisions to Withhold Certification

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

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

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor 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 Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor 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 the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, 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 Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner 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 the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 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.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to

the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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

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

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance,

the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

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

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

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

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

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

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

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

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

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

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

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

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

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

§ 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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

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

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions modify, change, delete from or add to the General Conditions of the Contract for Construction, AIA Document A201, 2017 Edition. Where any Article of the General Conditions is modified or any Section, Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions of that Section, Article, Paragraph, Subparagraph or Clause shall remain in effect.

Articles, Sections, Paragraphs, Subparagraphs or Clauses modified or deleted have the same numerical designation as those occurring in the General Conditions.

ARTICLE 1

GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1. The Contract Documents

In Section 1.1.1 delete the third sentence, and add the following sentence:

The Contract Documents shall include the Construction Documents as listed in the Instructions to Bidders and any modifications made thereto by addenda.

1.1.8 Initial Decision Maker

Delete all after the words, “shall not show partiality to the Owner or Contractor”.

1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE [REFER TO *La R.S. 38:2317*]

1.5.1 Delete the first sentence of the paragraph.

1.5.1 In the third sentence: delete the remainder after the word “publication”.

1.7 DIGITAL DATA USE AND TRANSMISSION

In the first sentence after the words, “in digital form” delete “. The parties will use AIA Document E203 2013, Building Information Modeling and Digital Data Exhibit”.

1.8 BUILDING INFORMATION MODELS USE AND RELIANCE

Delete Section 1.8.

ARTICLE 2

OWNER

2.2 EVIDENCE OF THE OWNER’S FINANCIAL ARRANGEMENTS

Delete Section 2.2.

2.3 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.3.1 In the first sentence, delete: all before “the Owner shall secure...”

Delete Section 2.3.2 and substitute the following:

2.3.2 The term Architect, when used in the Contract Documents, shall mean the prime Designer (Architect, Engineer, or Landscape Architect), or his authorized representative, lawfully licensed to practice architecture, engineering, or landscape architecture in the State of Louisiana, identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number.

2.3.3 Delete the words: “to whom the Contractor has no reasonable objection and”.

ARTICLE 3

CONTRACTOR

3.4 LABOR AND MATERIALS

3.4.2 Delete Section 3.4.2.

Delete Section 3.4.3 and substitute with the following:

3.4.3 Contractor and its employees, officers, agents, representatives, and Subcontractors shall conduct themselves in an appropriate and professional manner, in accordance with the Owner’s requirements, at all times while working on the Project. Any such individual who behaves in an inappropriate manner or who engages in the use of inappropriate language or conduct while on Owner’s property, as determined by the Owner, shall be removed from the Project at the Owner’s request. Such individual shall not be permitted to return without the written permission of the Owner. The Owner shall not be responsible or liable to Contractor or any Subcontractor for any additional costs, expenses, losses, claims or damages incurred by Contractor or its Subcontractor as a result of the removal of an individual from the Owner’s property pursuant to this Section. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

3.5 WARRANTY

3.5.2 Replace reference to “Section 9.8.4” with “Section 9.8.6”.

3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS (La R.S. 40:1724[A])

Delete Section 3.7.5 and substitute the following:

3.7.5 If, during the course of the Work, the Contractor discovers human remains, unmarked burial or archaeological sites, burial artifacts, or wetlands, which are not indicated in the Contract Documents, the Contractor shall follow all procedures mandated by State and Federal law, including but not limited to La R.S. 8:671 et seq., the Office of Coastal Protection and Restoration, and Sections 401 & 404 of the Federal Clean Water Act. Request for adjustment of the Contract Sum and Contract Time arising from the existence

of such remains or features shall be submitted in writing to the Owner pursuant to the Contract Documents.

3.8 ALLOWANCES

Delete Sections 3.8.1, 3.8.2, and 3.8.3 in their entirety and add the following new Section 3.8.1:

3.8.1 Allowances shall not be made on any of the Work.

3.9 SUPERINTENDENT

3.9.1 Add the following to the end of the paragraph:
Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

3.10 CONTRACTOR'S CONSTRUCTION AND SUBMITTAL SCHEDULES

3.10.1 Add the following: For projects with a contract sum greater than \$1,000,000.00, the Contractor shall include with the schedule, for the Owner's and Architect's information, a network analysis to identify those tasks which are on the critical path, i.e., where any delay in the completion of these tasks will lengthen the project timescale, unless action is taken. A revised schedule shall be submitted with each Application and Certificate for Payment. No payment shall be made until this schedule is received.

3.10.3 In the first sentence, delete the word "general".

After the first sentence, add the following:

If the Work is not on schedule, as determined by the Architect, and the Contractor fails to take action to bring the Work on schedule, then the Contractor shall be deemed in default under this Contract and the progress of the Work shall be deemed unsatisfactory. Such default may be considered grounds for termination by the Owner for cause in accordance with Section 14.2.

Add the following Sections:

3.10.4 Add the following: Submittal by the contractor of a schedule or other documentation showing a completion date for his Work prior to the completion date stated in the contract shall not impose any obligation or responsibility on the Owner or Architect for the earlier completion date.

3.10.5 In the event the Owner employs a commissioning consultant, the Contractor shall cooperate fully in the commissioning process and shall require all subcontractors and others under his control to cooperate. The purpose of such services shall be to ensure that all systems perform correctly and interactively according to the provisions of the Contract Documents.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

Add the following: This requirement is of the essence of the contract. The Architect shall determine the value of these documents and this amount shall not be approved for payment to the Contractor until all of the listed documents are delivered to the Architect in good order, completely marked with field changes and otherwise complete in all aspects.

ARTICLE 4

ARCHITECT

4.2 ADMINISTRATION OF THE CONTRACT

4.2.1 In the first sentence, delete the phrase: “the date the Architect issues the final Certificate for Payment” and replace with the phrase “final payment is due, and with the Owner’s concurrence, from time to time during the one year period for correction of Work described in Section 12.2.”

4.2.2 In the first sentence, after the phrase: “become generally familiar with”; insert the following: “and to keep the Owner informed about”.

In the first sentence, after the phrase “portion of the Work completed”, insert the following: “to endeavor to guard the Owner against defects and deficiencies in the Work,”

4.2.4 In the first sentence, delete all after “The Owner and Contractor”, and add the following “may communicate directly with each other, when deemed necessary by the Owner, and the Owner will notify the Architect of any decision.”

4.2.10 Add the following sentence to the end of Section 4.2.10: There shall be no restriction on the Owner having a Representative.

4.2.14 Insert the following sentence between the second and third sentences of Section 4.2.14:

If no agreement is made concerning the time within which interpretation required of the Architect shall be furnished in compliance with this Section 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretation until 15 days after written request is made for them.

ARTICLE 5

SUBCONTRACTORS

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

Delete Section 5.2.1, and substitute the following:

5.2.1 Unless otherwise required by the Contract Documents, the Contractor include as part of the 10 day documents, to the Owner and the Architect, in writing, the names of the persons or entities (including those who are to furnish materials or equipment fabricated

to a special design) proposed for each of the principal portions of the Work. No Contractor payments shall be made until this information is received.

Delete Section 5.2.2, and substitute the following:

5.2.2 The Contractor shall be solely responsible for selection and performance of all subcontractors. The Contractor shall not be entitled to claims for additional time and/or an increase in the contract sum due to a problem with performance or nonperformance of a subcontractor.

Delete Sections 5.2.3 and 5.2.4 and substitute the following:

5.2.3 The Contractor shall notify the Architect and the Owner when a subcontractor is to be changed and substituted with another subcontractor.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

Delete Sections 5.4, 5.4.1, 5.4.2 and 5.4.3

ARTICLE 7

CHANGES IN THE WORK

7.1 GENERAL

Add the following Sections:

7.1.4 As part of the pre-construction conference submittals, the Contractor shall submit the following prior to the Contractor's initial request for payment:

7.1.4.1 Fixed job site overhead cost itemized with documentation to support daily rates.

7.1.4.2 Bond Premium Rate with supporting information from the General Contractor's carrier.

7.1.4.3 Labor Burden by trade for both Subcontractors and General Contractor. The Labor Burden shall be supported by the Worker's Compensation and Employer's Liability Insurance Policy Information Page. Provide for all trades.

7.1.4.4 Internal Rate Charges for all significant company owned equipment.

7.1.5 If the General Contractor fails to submit the aforementioned documentation as part of the pre-construction submittals, then pay applications shall not be processed until such time as the Owner receives this information.

7.2 CHANGE ORDERS

Delete Section 7.2.1, and substitute the following Sections:

7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, the Architect, and the Contractor issued after execution of the Contract,

authorizing a change in the Work and/or an adjustment in the Contract Sum and/or Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum. Any reservation of rights, stipulation, or other modification made on the change order by the contractor shall have no effect.

7.2.2 “Cost of the Work” for the purpose of Change Orders shall be the eligible costs required to be incurred in performance of the Work and paid by the Contractor and Subcontractors which eligible costs shall be limited to:

7.2.2.1 Actual wages paid directly to labor personnel, with a labor burden markup exclusively limited to applicable payroll taxes, worker’s compensation insurance, unemployment compensation, medicare, and social security taxes for those labor personnel performing the Work. Wages shall be the basic hourly labor rate paid an employee exclusive of fringe benefits or other employee costs. The labor burden percentage for the “Cost of the Work” is limited to categories listed herein. Employer-provided health insurance, fringe benefits, employee training (whether a requirement of employment or not), vacation pay, etc., are examples of ineligible labor burden costs which **shall not** be included, as these costs are already compensated by the Overhead and Profit markup.

Supervision shall not be included as a line item in the “Cost of the Work”, except when the change results in a documented delay in the critical path, as described in Section 7.2.7.

7.2.2.2 Cost of all materials and supplies necessary and required to perform the Work, identifying each item and its individual cost, including taxes. Incidental consumables are not eligible costs and shall not be included.

7.2.2.3 Cost of each necessary piece of machinery and equipment required to perform the Work, identifying each item and its individual cost, including taxes. Incidental small tools of a specific trade (i.e., shovels, saws, hammers, air compressors, etc.) and general use vehicles, such as pickup trucks even for moving items around the site, fuel for these general use vehicles, travel, lodging, and/or meals are not eligible and shall not be included.

7.2.2.4 Eligible Insurance costs shall be limited to documented increases in “Builder’s Risk” insurance premium / costs only. Commercial General Liability, Automobile Liability, and all other required insurances, where referenced in the Contract shall be considered part of normal overhead. These costs are already compensated by the Overhead and Profit markup.

7.2.2.5 Cost for the General Contractor Performance and Payment Bond premium, where the documented cost of the premiums have been increased due to the Change Order.

7.2.3 Overhead and Profit - The Contractor and Subcontractor shall be due home office fixed overhead and profits on the Cost of the Work, but shall not exceed a total of 20% of the direct cost of any portion of Work.

The credit to the Owner resulting from a change in the Work shall be the sum of those items above, except credit will not be required for Overhead and Profit. Where a change results in both credits to the Owner and extras to the Contractor for related items, overhead and profit shall only be computed on the net extra cost to the Contractor.

7.2.4 The cost to the Owner resulting from a change in the Work shall be the sum of: Cost of the Work (as defined at Section 7.2.2) and Overhead and Profit (as defined at Section 7.2.3), and shall be computed as follows:

7.2.4.1 When all of the Work is General Contractor Work; 15% markup on the Cost of the Work.

7.2.4.2 When the Work is all Subcontract Work; 10% markup on the Cost of the Work for Subcontractor's Overhead and Profit, plus 10% markup on the Cost of the Work, not including the Subcontractor's Overhead and Profit markup, for General Contractor's Overhead and Profit.

7.2.4.3 When the Work is a combination of General Contractor Work and Subcontract Work; that portion of the direct cost that is General Contract Work shall be computed per Section 7.2.4.1 and that portion of the direct cost that is Subcontract Work shall be computed per Section 7.2.4.2.

Premiums for the General Contractor's bond may be included, but after the markup is added to the Cost of the Work.

Premiums for the Subcontractor's Bond shall not be included.

7.2.4.4 Subcontract cost shall consist of the items in Section 7.2.2 above plus Overhead and Profit as defined in Section 7.2.3.

7.2.5 Before a Change Order is prepared, the Contractor shall prepare and deliver to the Architect the following information concerning the Cost of the Work, not subject to waiver, within a reasonable time after being notified to prepare said Change Order:

A detailed, itemized list of labor, material and equipment costs for the General Contractor's Work including quantities and unit costs for each item of labor, material and equipment.

An itemized list of labor, material and equipment costs for each Subcontractor's and/or Sub-Subcontractor's Work including quantities and unit costs for each item of labor, material and equipment.

7.2.6 After a Change Order has been approved, no future requests for extensions of time or additional cost shall be considered for that Change Order.

7.2.7 Extended fixed job-site costs are indirect costs that are necessary to support the work in the field. Examples of fixed job-site costs are, salaries of field office staff, field office utilities and telephone.

Extended fixed job-site costs or equitable adjustment, may be included in a Change Order due to a delay in the critical path, with the exception of weather related delays. In the event of a delay in the critical path, the Contractor shall submit all changes or adjustments to the Contract Time **within twenty-one (21) days** of the event giving rise to

the delay. The Contractor shall submit documentation and justification for the adjustment by performing a critical path analysis of its most recent schedule in use prior to the change, which shows an extension in critical path activities.

The Contractor shall notify the Architect in writing that the Contractor is making a claim for extended fixed jobsite overhead as required by Section 15.1.2. The Contractor shall provide proof that the Contractor is unable to mitigate financial damages through Alternate Work within this Contract or replacement work. "Replacement Work" is that work which the Contractor is obligated to perform under any construction contract separate from this Contract. Reasonable proof shall be required by the Architect that the delays affected the Completion Date.

7.2.8 "Cost of the Work" whether General Contractor cost or Subcontractor cost shall not apply to the following:

7.2.8.1 Salaries or other compensation of the Contractor's personnel at the Contractor's principal office and branch offices.

7.2.8.2 Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work.

7.2.8.3 Overhead and general expenses of any kind or the cost of any item not specifically and expressly included above in Cost of the Work.

7.2.8.4 Cost of supervision, refer to section 7.2.2.1, with exception as provided in Section 7.2.7.

7.2.9 When applicable as provided by the Contract, the cost to Owner for Change Orders shall be determined by quantities and unit prices. The quantity of any item shall be as submitted by the Contractor and approved by the Architect. **Unit prices shall be based on the competitively bid units where applicable and cover cost of Material, Labor, Equipment, Overhead and Profit.**

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.3 In the first sentence after "following methods" insert: ", but not to exceed a specified amount".

7.3.4 From .1 of the list, delete all after "Costs of labor, including" and substitute the following "social security, old age and employment insurance, applicable payroll taxes, and workers' compensation insurance;"

Delete the following from .4 of the list: "permit fees,"

Delete Section 7.3.9 and substitute the following:

7.3.9 Pending final determination of the total costs of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs.

ARTICLE 8

TIME

8.1 DEFINITIONS

Add the following:

8.1.5 The Contract Time shall not be changed by the submission of a schedule that shows an early completion date unless specifically authorized by change order.

8.2 PROGRESS AND COMPLETION

Add to Section 8.2.1 the following:

Completion of the Work must be within the Time for Completion stated in the Agreement, subject to such extensions as may be granted under Section 8.3. The Contractor agrees to commence Work no later than fourteen (14) days after the transmittal date of Written Notice to Proceed from the Owner and to substantially complete the project within the time stated in the Contract. The Owner will suffer financial loss if the project is not substantially complete in the time set forth in the Contract Documents. The Contractor and the Contractor's Surety shall be liable for and shall pay to the Owner the sum stated in the Contract Documents as fixed, agreed and liquidated damages for each consecutive calendar day (Saturdays, Sundays and holidays included) of delay until the Work is substantially complete. The Owner shall be entitled to the sum stated in the Contract Documents. Such Liquidated Damages shall be withheld by the Owner from the amounts due the Contractor for progress payments.

Delete Section 8.2.2.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 In the first sentence after the words "Owner pending" delete the words "mediation and binding dispute resolution" and add the word "litigation", and delete the last word "determine" and add the following: "recommend, subject to Owner's approval of Change Order. If the claim is not made within the limits of Article 15, all rights for future claims for that month are waived."

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

Delete Section 9.1.2.

Delete Section 9.2 and substitute the following:

9.2 SCHEDULE OF VALUES

At the Pre-Construction Conference, the Contractor shall submit to the Owner and the Architect a Schedule of Values prepared as follows:

9.2.1 **The Schedule of Values shall be formatted by Division and organized / subdivided by Building ID# or FEMA PW# (if available). Each subdivision of the Schedule of Values shall contain its prorated overhead / profit, general conditions and other related expenses whose collective sum equals the total contract price.** The cost of Work for each section listed under each division shall be given. The cost for each section shall include Labor, Materials, Overhead and Profit.

9.2.2 The Total of all items shall equal the Total Contract Sum. This schedule, when approved by the Architect, shall be used as a basis for the Contractor's Applications for Payment and it may be used for determining the cost of the Work in deductive change orders, when a specific item of Work listed on the Schedule of Values is to be removed. Once the Schedule of Values is submitted at the Pre-Construction Conference, the schedule shall not be modified without approval from the Owner and Architect.

9.3 APPLICATIONS FOR PAYMENT

Delete Sections 9.3.1, 9.3.1.1, and 9.3.1.2 and substitute the following:

9.3.1 Monthly, the Contractor shall submit to the Architect an AIA – Application and Certification for Payment form, supported by any additional data substantiating the Contractor's right to payment as the Owner or the Architect may require. Application for Payment shall be submitted on or about the first of each month for the value of labor and materials incorporated into the Work and of materials, suitably stored, at the site as of the twenty-fifth day of the preceding month, less normal retainage as follows, per La R.S. 38:2248:

9.3.1.1 Projects with Contract price up to \$500,000.00 – 10% of the Contract price.

9.3.1.2 Projects with Contract price of \$500,000.00, or more – 5% of the Contract price.

9.3.1.3 No payment shall be made until the revised schedule required by Section 3.10.1 is received.

9.3.1.4 The normal retainage shall not be due the Contractor until after substantial completion and expiration of the forty-five day lien period and submission to the Architect of a clear lien certificate, consent of surety, and invoice for retainage.

Delete Section 9.3.2 and substitute the following:

9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. Payments for materials or equipment stored on the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, including applicable insurance.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

Section 9.5.1.7: Delete the word "repeated".

Delete Section 9.5.4.

9.6 PROGRESS PAYMENTS

Delete Section 9.6.1 and substitute the following:

- 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment within sixty days from the date of issuance except for projects funded fully or in part by a Federal reimbursement program. For such projects the Owner will make payment in a timely manner consistent with reimbursement.
- 9.6.2 Delete the phrase: “no later than seven days” from the first sentence.

After the end of the second sentence, add the following:

La R.S. 9:2784 (A) and (C) require a Contractor or Subcontractor to make payment due to each Subcontractor and supplier within fourteen (14) consecutive days of the receipt of payment from the Owner. If not paid, a penalty in the amount of ½ of 1% per day is due, up to a maximum of 15% from the expiration date until paid. The contractor or subcontractor, whichever is applicable, is solely responsible for payment of a penalty.

- 9.6.4 Delete the first two sentences of Section 9.6.4 and add the following to the end of the Section:

Pursuant to La. R.S. 38:2242 and La. R.S. 38:2242.2, when the Owner receives any claim of nonpayment arising out of the Contract, the Owner shall deduct 125% of such claim from the Contract Sum. The Contractor, or any interested party, may deposit security, in accordance with La. R.S. 38:2242.2, guaranteeing payment of the claim with the recorder of mortgages of the parish where the Work has been done. When the Owner receives original proof of such guarantee from the recorder of mortgages, the claim deduction will be added back to the Contract Sum.

Delete Section **9.7 FAILURE OF PAYMENT.**

Delete Section 9.8 and substitute the following:

9.8 SUBSTANTIAL COMPLETION

- 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The Architect shall determine if the project is substantially complete in accordance with this Section.
- 9.8.2 When the Contractor considers that the Work is Substantially Complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- 9.8.3 Upon receipt of the Contractor’s list, the Architect shall make an inspection to determine whether the Work is substantially complete. A prerequisite to the Work being considered as substantially complete is the Owner’s receipt of the executed Roofing Contractor’s and Roofing Manufacturer’s guarantees, where roofing Work is part of the Contract. Prior to

inspection by the Architect, the Contractor shall notify the Architect that the project is ready for inspection by the State Fire Marshal's office. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use, the Contractor shall, before the Work can be considered as Substantially Complete, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

- 9.8.4 When the Architect determines that the project is Substantially Complete, he shall prepare a punch list of exceptions and the dollar value related thereto. The monetary value assigned to this list will be the sum of the cost estimate for each particular item of Work the Architect develops based on the mobilization, labor, material and equipment costs of correcting the item and shall be retained from the monies owed the contractor, above and beyond the standard lien retainage. The cost of these items shall be prepared in the same format as the schedule of values. At the end of the forty-five day lien period payment shall be approved for all punch list items completed up to that time. After that payment, none of the remaining funds shall be due the contractor until all punch list items are completed and are accepted by the Architect. If the dollar value of the punch list exceeds the amount of funds, less the retainage amount, in the remaining balance of the Contract, then the Project shall not be considered as substantially complete. If funds remaining are less than that required to complete the Work, the Contractor shall pay the difference.
- 9.8.5 When the preparation of the punch list is complete the Architect shall prepare a Recommendation of Acceptance incorporating the punch list and submit it to the Owner. Upon approval of the Recommendation of Acceptance, the Owner may issue a Notice of Acceptance of Building Contract which shall establish the Date of Substantial Completion. The Contractor shall record the Notice of Acceptance with the Clerk of Court in the Parish in which the Work has been performed. If the Notice of Acceptance has not been recorded seven (7) days after issuance, the Owner may record the Acceptance at the Contractor's expense. All additive change orders must be processed before issuance of the Recommendation of Acceptance. The Owner shall not be responsible for payment for any Work associated with change orders that is not incorporated into the contract at the time of the Recommendation of Acceptance.
- 9.8.6 Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work unless otherwise agreed to in writing by the Owner and Contractor. Unless otherwise agreed to in writing by the Owner and Contractor, security, maintenance, heat, utilities, damage to the Work not covered by the punch list and insurance shall become the Owner's responsibility on the Date of Substantial Completion.
- 9.8.7 If all punch list items have not been completed by the end of the forty-five (45) day lien period, through no fault of the Architect or Owner, the Owner may hold the Contractor in default. If the Owner finds the Contractor is in default, the Surety shall be notified. If within forty-five (45) days after notification, the Surety has not completed the punch list, through no fault of the Architect or Owner, the Owner may, at his option, contract to have the balance of the Work completed and pay for such Work with the unpaid funds remaining in the Contract sum. Finding the Contractor in default shall constitute a reason for disqualification of the Contractor from Proposals on future contracts. If the surety

fails to complete the punch list within the stipulated time period, the Owner may not accept bonds submitted, in the future, by the surety.

9.9 PARTIAL OCCUPANCY OR USE

Delete Section 9.9.1 and substitute the following:

9.9.1 Partial Occupancy is that stage in the progress of the Work when a designated portion of the Work is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the designated portion of the Work for its intended use. The Owner may occupy or use any substantially completed portion of the Work so designated by separate agreement with the Contractor and authorized by public authorities having jurisdiction over the Work. Such occupancy or use may commence provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers the designated portion substantially complete the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

9.10 FINAL COMPLETION AND FINAL PAYMENT

Delete Section 9.10.4 and replace with the following:

9.10.4 The making of final payment shall not constitute a waiver of Claims by the Owner for the following:

9.10.4.1 Claims, security interests, or encumbrances arising out of the Contract and unsettled;

9.10.4.2 failure of the Work to comply with the requirements of the Contract Documents irrespective of when such failure is discovered;

9.10.4.3 terms of special warranties required by the Contract Documents; or

9.10.4.4 audits performed by the Owner, after final payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1 Safety Precautions and Programs

10.1.1.1 Add the following:

“Contractor agrees that the prevention of accidents to workmen engaged in the Work is his responsibility. Contractor shall comply with all applicable Federal, State and local safety laws, and to any additional safety standards established during the progress of the Work by the Owner.”

10.2 Safety of Person and Property

10.2.2.1 Add the following:

“All work, labor, services, and materials to be furnished by Contractor must strictly apply with all applicable Federal, State and local laws, rules, regulations, statutes, ordinances, and directives (hereinafter referred to as “Laws”) now in force, or hereinafter in effect. All work, labor, services or materials necessary to comply with said Laws will be furnished by Contractor, without any additional compensation. Contractor agrees to indemnify and hold the parish, Owner and Architect harmless from and against any and all claims, loss or expense caused directly or indirectly by its failure to fully comply herewith.”

- 10.2.5** Delete wording in parenthesis “other than damage or loss insured under property insurance required by the Contract Documents”.

**ARTICLE 11
INSURANCE AND BONDS**

Delete all of Paragraphs 11.1 and 11.2 and substitute the following:

11.1 Insurance Requirements

- 11.1.1** Add sentence to the end “Such insurance shall be endorsed as primary coverage for Owner.”
- 11.1.2** All policies and certificates of insurance of the Contractor/Subcontractor shall contain the following clauses:
- 11.1.2.1** The Contractor/Subcontractor's insurer will have no right of recovery or subrogation against the Owner, it being the intention of the parties that the insurance policies so affected shall protect both parties and the primary coverage for any and all losses covered by the below described insurance.
- 11.1.2.2** The Owner shall be named as an additional insured as regards negligence by the contractor (ISO Forms CG 20 10, Current form approved for use in Louisiana).
- 11.1.2.3** The insurance companies issuing the policy or policies shall have no recourse against the Owner for payment of any premiums or for assessments under any form of policy.
- 11.1.2.4** Any and all deductibles in the below described insurance policies shall be assumed by and be at the sole risk of the Contractor or Subcontractor.

11.1.3 Insurance

The Contractor/Subcontractor, prior to commencing work, shall provide at his own expense, proof of the following insurance coverages required by the contract to the Owner in insurance companies authorized in the State of Louisiana. Insurance is to be placed with insurers with an A. M. Best's rating of no less than A-:VI. This rating requirement will be waived for the workers' compensation coverage.

Thirty days prior notice of cancellation shall be given to the Owner by registered mail, return receipt requested, on all of the required coverage provided to the Owner. All notices will name the Contractor/ Subcontractor and identify the contract number.

Insurance coverage specified in the GENERAL CONDITIONS (AIA Document A 201, 2017 Edition) to be provided by the Contractor, and any other insurance described below shall be furnished with the following minimum limits:

11.1.3.1 Workers' Compensation - Statutory - in compliance with the Compensation Law of the State.

11.1.3.2 Commercial General Liability Insurance with a combined single limit per occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage, and indicate on the Certificate of Insurance which of the seven (7) coverages required below are not included in the policy, if any:

- 1 Premises – Operations;
- 2 Broad Form Contractual Liability;
- 3 Products and Completed Operations;
- 4 Use of Contractors & Subcontractors;
- 5 Personal Injury;
- 6 Broad Form Property Damage;
- 7 Explosion, Collapse and Underground (XCU) Coverage.

NOTE: On the certification of insurance, under description of operations, the following wording is required: THE AGGREGATE LOSS LIMIT APPLIES TO EACH PROJECT, or a copy of ISO form CG2503 (Current form approved for use in Louisiana) shall be submitted.

COMBINED SINGLE LIMIT (CSL) – AMOUNT OF INSURANCE REQUIRED

Type of
Construction

New Buildings:

Each Occurrence/
Minimum Limit \$2,000,000

Aggregate \$2,000,000
(Applicable to this
Contract ONLY)

11.1.3.3 Business Automobile Liability Insurance with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverages:

- 1 Owned automobiles;
- 2 Hired automobiles;
- 3 Non-owned automobiles.

11.1.3.4 An Umbrella Policy may be used to meet minimum requirements.

11.1.4 All property losses shall be made payable to and adjusted with the Owner.

11.1.5 All policies of insurance shall be approved by the contracting Owner prior to the inception of any work.

11.1.6 Other insurance required as follows:

11.1.6.1 Owner's Protective Liability Insurance shall be furnished by the Contractor and naming the parish and the Diocese of Lake Charles as the Insured.

All Projects

CSL – Each \$2,000,000
Occurrence

11.1.6.2 Asbestos Abatement Liability
(required when asbestos abatement is included in the work)

The contractor or subcontractor who will be doing the asbestos abatement as outlined in this contract shall obtain and maintain such liability coverage for the asbestos abatement hazard and exposure with minimum limits of \$2,000,000 per occurrence for the duration of the project. The policy shall name the Owner as an additional insured for the project. The policy shall be written on an "occurrence" form without a sunset clause. Claims-made coverage is unacceptable. The insurance company shall have an A.M. Best rating of at least A-:VI or better.

11.1.7 If, at any time, any of the said policies shall be or become unsatisfactory to the parish or the Owner, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the parish or the Owner, the Contractor/Subcontractor shall promptly obtain a new policy, submit the same to the parish and the Diocese of Lake Charles for approval and submit a certificate thereof as hereinabove provided.

Upon failure of the Contractor/Subcontractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the parish and the Diocese of Lake Charles, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor/Subcontractor to take out and/or to maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor/Subcontractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor/Subcontractor concerning indemnification. The parish and the Diocese of Lake Charles reserves the right to require complete, certified copies of all required insurance policies, at any time.

11.1.8 **Risks and Indemnifications Assumed by the Contractor** Neither the acceptance of the completed work nor payment therefore shall release the Contractor/Subcontractor from his obligations from the insurance requirements or indemnification agreement.

11.1.8.1 Additional insurance may be required on an individual basis for extra hazardous contracts and specific service agreements.

If such additional insurance is required for a specific contract, that requirement will be described in the "Special Conditions" of the contract specifications.

11.1.8.2 If any of the Property and Casualty insurance requirements are not complied with at their renewal dates, payments to the Contractor/Subcontractor will be withheld until those requirements have been met, or at the option of the parish and the Diocese of Lake Charles, the parish and the Diocese of Lake Charles may pay the Renewal Premium and withhold such payments from any monies due the Contractor/Subcontractor.

11.1.8.3 All property losses shall be made payable to and adjusted with the parish and the Diocese of Lake Charles.

11.1.8.4 All policies and certificates of insurance shall be approved by the contracting agency prior to the inception of any work.

11.1.8.5 If at any time any of the foregoing policies shall be or become unsatisfactory to the parish and the Diocese of Lake Charles, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the parish and the Diocese of Lake Charles, the Contractor/Subcontractor shall, upon notice to that effect from the parish and the Diocese of Lake Charles, promptly obtain a new policy, submit the same to the parish and the Diocese of Lake Charles for approval and submit a certificate thereof as hereinabove provided. Upon failure of the Contractor/Subcontractor to furnish, deliver and maintain such insurance as above provided, this Contract, at the election of the parish and the Diocese of Lake Charles, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor/Subcontractor to take out and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor/Subcontractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor/Subcontractor concerning indemnification. The parish and the Diocese of Lake Charles reserves the right to require complete, certified copies of all required insurance policies, at any time.

11.1.9 Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates from each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

11.1.10 Certificate of Insurance

Contractor shall furnish the parish and the Diocese of Lake Charles with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates of insurance must also contain the following in the "Description of Operations" section:

1. If the contractor is a General Contractor, then so state.
2. If the contractor is a specialty contractor, then so state and provide the list of specialties for which the contractor is insured.

The certificates are to be received and approved by the parish and the Diocese of Lake Charles before work commences. The parish and the Diocese of Lake Charles reserves the right to require complete, certified copies of all required insurance policies, at any time.

11.2 Insurance Requirements for Contractors

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

11.2.1 Minimum Scope of Insurance

Coverage shall be at least as broad as:

11.2.1.1 Insurance Services Office Commercial General Liability coverage ("occurrence") form CG 0001. (Current form approved for use in Louisiana.) "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".

11.2.1.2 Insurance Services Office form number CA 0001 (Current form approved for use in Louisiana.) covering Automobile Liability. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.

11.2.1.3 Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

11.2.2 Minimum Limits of Insurance

Contractor shall maintain limits no less than:

11.2.2.1 Commercial General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage (or higher limits depending on size of contract.)

11.2.2.2 Automobile Liability: \$2,000,000 combined single limit per accident, for bodily injury and property damage (or higher limits depending on size of contract).

11.2.2.3 Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be \$2,000,000 when work is to be over water and involves maritime exposure.

11.2.3 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the parish and the Diocese of Lake Charles. At the option of the parish and the Diocese of Lake Charles, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the parish and the Diocese of Lake Charles, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

11.2.4 Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

11.2.4.1 General Liability and Automobile Liability Coverages

11.2.4.1.1 The parish and the Diocese of Lake Charles, its officers, officials, employees, and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, officials, employees or volunteers.

It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the parish and the Diocese of Lake Charles.

11.2.4.1.2 Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the parish and the Diocese of Lake Charles, its officers, officials, employees, or volunteers.

11.2.4.1.3 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

11.2.4.2 Workers' Compensation and Employers' Liability Coverage The insurer shall agree to waive all rights of subrogation against the parish and the Diocese of Lake Charles, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the parish and the Diocese of Lake Charles.

11.2.4.3 All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the parish and the Diocese of Lake Charles.

11.2.5 Acceptability of Insurers

Insurance is to be placed with insurers with an A.M. Best's rating of no less than A-:VI. This rating requirement will be waived for the workers' compensation coverage.

11.2.6 Verification of Coverage

Contractor shall furnish the parish and the Diocese of Lake Charles with certificates of insurance effecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates of insurance must also contain the following in the "Description of Operations" section:

If the contractor is a General Contractor, then so state.

If the contractor is a specialty contractor, then so state and provide the list of specialties for which the contractor is insured.

The certificates are to be received and approved by the parish and the Diocese of Lake Charles before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies, at any time.

11.3 Property Insurance

Delete all Subparagraphs 11.3.1 through 11.3.10 and substitute the following:

11.3.1 The General Contractor shall purchase and maintain property insurance upon the entire work included in the contract for an amount equal to the greater of the full-completed value or the amount of the construction contract including any amendments thereto. The general contractor's policy shall provide "ALL RISK" Builder's Risk insurance (extended to include the perils of wind, collapse, vandalism/malicious mischief, and theft, including theft of materials whether or not attached to any structure.) The "All Risk" Builder's Risk Insurance must also cover architects' and engineers' fees that may be necessary to provide plans and specifications and supervision of work for the repair and/or replacement of property damage caused by a covered peril not to exceed 10% of the cost of those repair and/or replacements.

A specialty contractor shall purchase and maintain property insurance upon the system to be installed for an amount equal to the greater of the full-completed value or the amount of the contract including any amendments thereto. The specialty contractor may provide an installation floater with the same coverage as the "ALL RISK" Builder's Risk insurance policy.

The policy must include the interest of the parish and the Diocese of Lake Charles, Contractor and Subcontractors as their interest may appear. The contractor has the right to purchase coverage or self-insure any exposures not required by the bid specifications, but shall be held liable for all losses, deductibles, self-insurance for coverages not required.

11.3.2 Add sentence to the end "This paragraph does not apply to the extent parish and the Diocese of Lake Charles, Contractor, subcontractor, sub-subcontractor, architect, architects consultants or an agent of any of the above has liability insurance to cover damages sustained by parish and the Diocese of Lake Charles and Contractor."

11.4 Performance and Payment Bond

Add the following sentence to the end of 11.4:

"This paragraph does not apply to the extent parish and the Diocese of Lake Charles, Contractor, subcontractor, sub-subcontractor, architect, architects consultants or an agent of any of the above has liability insurance to cover damages sustained by parish and the Diocese of Lake Charles and Contractor."

Add the following Subparagraph 11.4.3:

11.4.3 RECORDATION OF CONTRACT AND BOND [38:2241A(2)]

"The Contractor shall record within thirty (30) days the Contract Between Owner and Contractor and the Performance and Payment Bonds with the Clerk of Court in the Parish in which the work is to be performed."

ARTICLE 12

UNCOVERING AND CORRECTION OF WORK

12.2 CORRECTION OF WORK

12.2.1 Before Substantial Completion

At the end of the paragraph, add the following sentences:

“If the Contractor fails to correct Work identified as defective within a thirty (30) day period, through no fault of the Designer, the Owner may hold the Contractor in default. If the Owner finds the Contractor in default, the Surety shall be notified. If within thirty (30) days after notification, the Surety has not corrected the nonconforming Work, through no fault of the Architect or Owner, the Owner may contract to have nonconforming Work corrected and hold the Surety and Contractor responsible for the cost, including architectural fees and other indirect costs. If the Surety fails to correct the Work within the stipulated time period and fails to meet its obligation to pay the costs, the Owner may elect not to accept bonds submitted in the future by the Surety. Finding the Contractor in default shall constitute a reason for disqualification of the Contractor from Proposals on future contracts.

12.2.2 After Substantial Completion

12.2.2.1 At the end of the paragraph delete the last sentence and add the following sentences:

“If the Contractor fails to correct nonconforming Work, or Work covered by warranties, within a thirty (30) day period, through no fault of the Architect or Owner, the Owner may hold the Contractor in default. If the Owner finds the Contractor is in default, the Surety shall be notified. If within thirty (30) days after notification, the Surety has not corrected the non-conforming or warranty Work, through no fault of the Architect or Owner, the Owner may contract to have the nonconforming or warranty Work corrected and hold the Surety responsible for the cost including architect’s fees and other indirect costs. Corrections by the Owner shall be in accordance with Section 2.4. If the Surety fails to correct the nonconforming or warranty Work within the stipulated time period and fails to meet its obligation to pay the costs, the Owner may not accept bonds submitted, in the future, by the Surety.”

ARTICLE 13

MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

Delete all after the word “located”.

13.4 TESTS AND INSPECTIONS

In Section 13.4.1, delete the second sentence and substitute the following:

The Contractor shall make arrangements for such tests, inspections and approvals with the Testing Laboratory provided by the Owner, and the Owner shall bear all related costs of tests, inspections and approvals.

Delete the last two sentences of Section 13.4.1.

13.5 INTEREST

Delete Section 13.5.

ARTICLE 14

TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

Delete Section 14.1.1.4.

In Section 14.1.3, after the word “profit,” delete the words “on Work not executed” and substitute the following: “for Work completed prior to stoppage”.

14.2 TERMINATION BY THE OWNER FOR CAUSE

Add the following Section:

14.2.1.5 failure to complete the punch list within the lien period as provided in 9.8.7.

14.2.3 Add the following sentence:

“Termination by the Owner shall not suspend assessment of liquidated damages against the Surety.”

Add the following Section:

14.2.5 If an agreed sum of liquidated damages has been established, termination by the Owner under this Article shall not relieve the Contractor and/or Surety of his obligations under the liquidated damages provisions and the Contractor and/or Surety shall be liable to the Owner for per diem liquidated damages.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

In Section 14.4.3, delete all after “incurred by reason of the termination,” and add “along with reasonable profit on the Work not executed.”

ARTICLE 15

CLAIMS AND DISPUTES

15.1 CLAIMS

Delete Section 15.1.2, **Time Limit on Claims**, (See La R.S. 38:2189, and 38:2189.1).

- 15.1.3.1 Add the following to the end of the paragraph:
 “A Reservation of Rights and similar stipulations shall not be recognized under this contract as having any effect. A party must make a claim as defined herein within the time limits provided.”
- 15.1.4.2 In the first sentence of the Section, delete “Initial Decision Maker’s” and replace with “Architect’s”. In the second sentence of the Section, delete “the decision of the Initial Decision Maker” and replace with: “his/her decision”.

Delete Section 15.1.6.2 and substitute the following:

- 15.1.6.2 If adverse weather conditions are the basis for a claim for additional time, the Contractor shall document that weather conditions had an adverse effect on the scheduled construction. An increase in the contract time due to weather shall not be cause for an increase in the contract sum. At the end of each month, the contractor shall make one claim for any adverse weather days occurring within the month. The claim must be accompanied by sufficient documentation evidencing the adverse days and the impact on construction. Failure to make such Claim within **twenty-one (21) days** from the last day of the month shall prohibit any future claims for adverse days for that month. No additional adverse weather days shall be granted after the original or extended contract completion date, except those adverse weather days associated with a National Weather Service named storm or federally declared weather related disaster directly affecting the project site.

Add the following Section:

The following are considered reasonably anticipated days of adverse weather on a monthly basis:

January	<u>11</u> days	July	<u>6</u> days
February	<u>10</u> days	August	<u>5</u> days
March	<u>8</u> days	September	<u>4</u> days
April	<u>7</u> days	October	<u>3</u> days
May	<u>5</u> days	November	<u>5</u> days
June	<u>6</u> days	December	<u>8</u> days

The Contractor shall ask for total adverse weather days. The Contractor’s request shall be considered only for days over the allowable number of days stated above.

Note: Contract is on a calendar day basis

- 15.1.7 Delete entire paragraph.

15.2 INITIAL DECISION

- 15.2.1 In the second sentence, delete the word “will” and replace with: “shall always”.

In the second sentence, delete the phrase: “, unless otherwise indicated in the Agreement.”

In the third sentence, delete the word “mediation” and replace with: “litigation”.

At the end of the third sentence, add: “arising prior to the date final payment is due”.

Delete the fourth sentence.

15.2.5 In the middle of the first sentence, delete all after the phrase: “rejecting the Claim”.

In the second sentence, delete the phrase: “and the Architect, if the Architect is not serving as the Initial Decision Maker,”.

In the third sentence, delete all after: “binding on the parties” and add the following: “except that the Owner may reject the decision or suggest a compromise or both”.

Delete Section 15.2.6.

Delete Section 15.2.6.1.

15.3 MEDIATION

Delete Section 15.3.

15.4 ARBITRATION

Delete Section 15.4.

General Contractor and each subcontractor are required to complete this form.

LABOR BURDEN-Etc.: Company Name

Project Number HL-52F RMG – 21011.52F,

Project Name: Hurricane Laura Storm Repairs – Repairs to Catholic Charities

FICA/Social Security — _____ %

MEDICARE — _____ %

FUTA = _____ %

SUTA = Forward a copy of letter from Louisiana Workforce Commission = _____ %

(Each year, the state unemployment office furnishes the rate specific to a company and communicated by way of a letter from the state's unemployment agency.)

WORKER'S COMPENSATION INSURANCE = Forward copy of Insurers Extension of Information sheet = _____ %

Only above is **applicable to determine Labor Burden rate** = _____ %

Bond Rate = Forward copy of letter from bond provider = _____ %

COMPANY LABOR TYPE AND RATE (direct hourly):

COMPANY **EQUIPMENT**: (Need daily, weekly, monthly rental rates.)

LIST OF SUB-CONTRACTORS and **MAJOR VENDORS**:

(I.c. Information listed in Paragraph 7.1 of the General Conditions and Supplementary Conditions- required submittal of Sub-Contractors and all trades per SC Article 7.1.4.3.)

Submit with support documentation for Designer's & Owner's review/approval prior to initial application for payment.

SECTION 01 10 00 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Work under Owner's separate contracts.
5. Owner-furnished/Contractor-installed (OFICI) products.
6. Contractor's use of site and premises.
7. Coordination with occupants.
8. Work restrictions.
9. Specification and Drawing conventions.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.2 PROJECT INFORMATION

A. Project Identification: Hurricane Laura Storm Repairs – Repairs to Catholic Charities

1. Project Location: 1225 2nd St, Lake Charles, LA 70601.

B. Owner: Diocese of Lake Charles

1. Owner's Representative: Stephanie Rodrigue

C. Web-Based Project Software: Project software will be used for purposes of managing communication and documents during the construction stage.

1. See Section 01 31 00 "Project Management and Coordination." for requirements for using web-based Project software.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Repair to existing warehouses and office building including but not limited to installation of retrofit metal roof framing system and standing seam metal roof, fascia, gutters and down spouts. Replacement of select metal wall panels and damaged fiber cement fascia and trim and painting. Reflashing of gable louver.

2. Installation of metal building insulation in walls and ceilings. Repair to acoustical suspended ceiling.

B. Type of Contract:

1. Project will be constructed under a single prime contract.

1.4 OWNER-FURNISHED/CONTRACTOR-INSTALLED (OFICI) PRODUCTS

A. Owner's Responsibilities: Owner will furnish products indicated and perform the following, as applicable:

1. Provide to Contractor Owner-reviewed Product Data, Shop Drawings, and Samples.
2. Provide for delivery of Owner-furnished products to Project site.
3. Upon delivery, inspect, with Contractor present, delivered items.
 - a. If Owner-furnished products are damaged, defective, or missing, arrange for replacement.
4. Obtain manufacturer's inspections, service, and warranties.
5. Inform Contractor of earliest available delivery date for Owner-furnished products.

B. Contractor's Responsibilities: The Work includes the following, as applicable:

1. Designate delivery dates of Owner-furnished products in Contractor's construction schedule, utilizing Owner-furnished earliest available delivery dates.
2. Review Owner-reviewed Product Data, Shop Drawings, and Samples, noting discrepancies and other issues in providing for Owner-furnished products in the Work.
3. Receive, unload, handle, store, protect, and install Owner-furnished products.
4. Make building services connections for Owner-furnished products.
5. Protect Owner-furnished products from damage during storage, handling, and installation and prior to Substantial Completion.
6. Repair or replace Owner-furnished products damaged following receipt.

1.5 CONTRACTOR'S USE OF SITE AND PREMISES

A. Restricted Use of Site: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

B. Limits on Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Limits on Use of Site: Confine construction operations to area indicated on site plan including the Construction Safety and Phasing Plan.
2. Driveways, Walkways, and Entrances: Keep driveways loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.

- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.
- D. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.6 COORDINATION WITH OCCUPANTS

- A. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.

1.7 WORK RESTRICTIONS

- A. Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise indicated.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - 1. Notify Owner not less than two days in advance of proposed utility interruptions.
 - 2. Obtain Owner's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, Dust, and Odors: Coordinate operations that may result in high levels of noise and vibration, dust, odors, or other disruption to Owner occupancy with Owner.
 - 1. Notify Owner not less than two days in advance of proposed disruptive operations.
 - 2. Obtain Owner's written permission before proceeding with disruptive operations.
- E. Smoking and Controlled Substance Restrictions: Use of tobacco products, alcoholic beverages, and other controlled substances on Owner's property is not permitted.
- F. Employee Identification: Owner will provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.
- G. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.
 - 1. Maintain list of approved screened personnel with Owner's representative.

1.8 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. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics.
 3. Hypertext: Text used in the Specifications may contain hyperlinks. Hyperlinks may allow for access to linked information that is not residing in the Specifications. Unless otherwise indicated, linked information is not part of the Contract Documents.
 4. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.
- C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

SECTION 01 26 00 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

1.2 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum 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 20 days after receipt of 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. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. 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: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Architect.
 - 1. Substitution of materials or manufacturers not contained in original bid may be ONLY for the following reasons:
 - a. Substantial advantage for the Owner.
 - b. Manufacturer has made changes related to conditions beyond the control of the Architect or Contractor that have been changed since the Project was bid.
 - c. Some aspect of the Manufacturer can no longer be provided since the time the Project was bid.

2. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
3. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
4. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
5. Include costs of labor and supervision directly attributable to the change.
6. 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.

C. Proposal Request Form: Use AIA Document G709 for Proposal Requests.

1.4 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor.

1.5 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714 . Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 26 00

SECTION 01 29 00 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.2 RELATED SECTIONS

- A. Section 01 31 00 Project Management and Coordination.
- B. Coordinate with requirements of General Conditions & Supplemental Conditions and submit the following Items at the Pre-Construction Conference and prior to initial Application for Payment:
 - 1. List of subcontractors.
 - 2. Schedule of Values.
 - 3. Contractor's Construction Schedule.
 - 4. Schedule of unit prices.

1.3 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule. Cost-loaded CPM Schedule may supplant the Schedule of Values.
 - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including Application for Payment forms with Continuation Sheets Submittals Schedule and Contractor's Construction Schedule.
 - 2. Submit the Schedule of Values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
 - 1. Identification: 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. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate. Include separate line items under required principal subcontracts for operation and maintenance manuals, punch list activities, Project Record Documents, and demonstration and training in the amount of 5 percent of the Contract Sum.
 - 4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.

5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
6. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
7. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.4 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Recommendation of Acceptance, and final Application for Payment involve additional requirements.
- B. Payment Application Times: Application for Payment shall be submitted on or about the first of each month for the value of labor and materials incorporated into the Work and of materials, suitably stored, at the site as of the twenty-fifth day of the preceding month, less normal retainage as follows, per R.S. 38:2248
 1. Projects with Contract price of \$500,000.00, or more – 5% of the Contract price.
- C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Architect will return incomplete applications without action.
 1. Entries shall 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 before last day of construction period covered by application.
 3. Periodic Construction Photographs – may be sent under separate cover. Email is preferred. Send to the Project Architect.
- E. Transmittal: Submit 4 signed original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
 1. Submittals Schedule (preliminary if not final).
 2. List of Contractor's staff assignments.
 3. List of Contractor's principal consultants.
 4. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.

5. Initial progress report.
 6. Report of preconstruction conference.
- G. Application for Payment at Recommendation of Acceptance: After the Recommendation of Acceptance has been issued, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is complete and a statement showing an accounting of changes to the Contract Sum.
- H. 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. Clear Lien Certificate.
 3. Consent of Surety to Final Payment.
 4. Final, liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 29 00

SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Coordination Drawings.
 - 2. Project meetings.
 - 3. Requests for Interpretation (RFIs).
- B. See Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

1.2 DEFINITIONS

- A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

1.3 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
 - 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's Construction Schedule.

2. Preparation of the Schedule of Values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.
9. Project closeout activities.

1.4 SUBMITTALS

- A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
 - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - b. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
 2. Sheet Size: At least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 40 inches (750 by 1000 mm).
 3. Number of Copies: Submit three opaque copies of each submittal. Architect will return one copy.
 4. Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.
- B. Electronic Submittals
1. Reference Section 01 33 00 Submittal Procedures for requirement of electronic submittals.

1.5 PROJECT MEETINGS

- A. General: Schedule and coordinate all major sub-contractors to be present at meetings and conferences at Project site, unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Coordinate with Architect for timing of scheduled meeting dates and times with milestones of construction.
 2. Agenda: Contractor will prepare the meeting agenda. Distribute to all invited attendees

3. Minutes: Designer will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Contractor, within three days of the meeting.
- B. Preconstruction Conference: Attend a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Submit items required by Supplemental Conditions Section 7.1 including the following:
 - a. Schedule of Values, in standard CSI format.
 - b. Construction Schedule.
 - c. List of Sub-contractors with contact information.
 - d. List of Major Suppliers with contact information.
 - e. Fixed job site overhead cost itemized with documentation to support daily rates.
 - f. Bond Premium Rate (Performance & Payment) with supporting Letter from GC Insurance Carrier.
 - g. Labor burden by trade for both Subcontractors and General Contractors (notarized and including W/C information sheet).
**Labor burden for applicable payroll taxes shall include WC, Medicare, FICA, FUTA, and SUTA only.
 - h. Internal Rate Charges for all significant company owned equipment.
 3. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for RFIs.
 - g. Procedures for testing and inspecting.
 - h. Procedures for processing Applications for Payment.
 - i. Distribution of the Contract Documents.
 - j. Submittal procedures.
 - k. Preparation of Record Documents.
 - l. Use of the premises.
 - m. Work restrictions.
 - n. Owner's occupancy requirements.
 - o. Responsibility for temporary facilities and controls.
 - p. Construction waste management and recycling.
 - q. Parking availability.
 - r. Office, work, and storage areas.
 - s. Equipment deliveries and priorities.
 - t. First aid.
 - u. Security.
 - v. Progress cleaning.

- w. Working hours.
- 4. Minutes: Review minutes as recorded by Architect and submit proposed meeting minutes changes promptly to the Architect.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
 - 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
 - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. The Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Review of mockups.
 - i. Possible conflicts.
 - j. Compatibility problems.
 - k. Time schedules.
 - l. Weather limitations.
 - m. Manufacturer's written recommendations.
 - n. Warranty requirements.
 - o. Compatibility of materials.
 - p. Acceptability of substrates.
 - q. Temporary facilities and controls.
 - r. Space and access limitations.
 - s. Regulations of authorities having jurisdiction.
 - t. Testing and inspecting requirements.
 - u. Installation procedures.
 - v. Coordination with other work.
 - w. Required performance results.
 - x. Protection of adjacent work.
 - y. Protection of construction and personnel.
 - 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 - 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 - 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Conduct progress meetings with Owner, Architect, General Contractor and Subcontractors at monthly intervals. Conduct weekly progress meetings with Architect, General

Contractor and Subcontractors. Coordinate dates of monthly meetings with preparation of payment requests.

1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Status of correction of deficient items.
 - 14) Field observations.
 - 15) RFIs.
 - 16) Status of proposal requests.
 - 17) Pending changes.
 - 18) Status of Change Orders.
 - 19) Pending claims and disputes.
 - 20) Documentation of information for payment requests.
3. Minutes: Record the meeting minutes.
4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

1.6 REQUESTS FOR INTERPRETATION (RFIs)

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
1. Project name.
 2. Date.
 3. Name of Contractor.
 4. Name of Architect.
 5. RFI number, numbered sequentially.
 6. Specification Section number and title and related paragraphs, as appropriate.
 7. Drawing number and detail references, as appropriate.
 8. Field dimensions and conditions, as appropriate.
 9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 10. Contractor's signature.
 11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
- C. Hard-Copy RFIs: CSI Form 13.2A.
1. Identify each page of attachments with the RFI number and sequential page number.
- D. Architect's Action: Architect will review each RFI, determine action required, and return it. Allow seven working days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Architect's actions on submittals.
 - f. Incomplete RFIs or RFIs with numerous errors.
 2. Architect's action may include a request for additional information, in which case Architect's time for response will start again.

3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.
- E. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.
- F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly.
 1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Architect.
 4. RFI number including RFIs that were dropped and not submitted.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Architect's response was received.
 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
 9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 31 00

SECTION 01 32 00 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's Construction Schedule.
 - 2. Construction schedule updating reports.
 - 3. Weekly construction reports.
 - 4. Site condition reports.

1.2 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction Project. Activities included in a construction schedule consume time and resources.
 - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Event: The starting or ending point of an activity.
- E. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time belongs to the contractor.
 - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
 - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

1.3 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. Working electronic/native copy of schedule file.

2. PDF file.
 3. Two paper copies, of sufficient size to display entire period or schedule, as required.
- B. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.
- C. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
1. Submit a working digital copy of schedule, using software indicated, and labeled to comply with requirements for submittals.
- D. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
1. Activity Report: List of activities sorted by activity number and then early start date, or actual start date if known.
 2. Logic Report: List of preceding and succeeding activities for each activity, sorted in ascending order by activity number and then by early start date, or actual start date if known.
 3. Total Float Report: List of activities sorted in ascending order of total float.
- E. Construction Schedule Updating Reports: Submit with Applications for Payment.
- F. Weekly Construction Reports: Submit to Architect at weekly intervals, have available for review at all progress meetings.
- G. Site Condition Reports: Submit at time of discovery of differing conditions.

1.4 COORDINATION

- A. Coordinate Contractor's Construction Schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.
1. Secure time commitments for performing critical elements of the Work from entities involved.
 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

1.5 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.
1. Use Microsoft Project or Primavera, for current Windows operating system.

- B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of final completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

- C. Activities: Treat each floor or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
 - 1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
 - 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 - a. List of major items or pieces of equipment critical to overall schedule.
 - 3. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with submittal schedule.
 - 4. Startup and Testing Time: Include no fewer than 15 days for startup and testing.
 - 5. Commissioning Time: Include no fewer than 15 days for commissioning.
 - 6. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
 - 7. Punch List and Final Completion: Include not more than 45 days for completion of punch list items and final completion.

- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
 - 1. Phasing: Arrange list of activities on schedule by phase.
 - 2. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Section 01 10 00 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
 - 3. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Limitations of continued occupancies.
 - c. Uninterruptible services.
 - d. Partial occupancy before Substantial Completion.
 - e. Use-of-premises restrictions.
 - f. Provisions for future construction.
 - g. Seasonal variations.
 - h. Environmental control.

- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion and the following interim milestones:
 - 1. Start and completion of work for all major trades.

- F. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
 - 1. Unresolved issues.
 - 2. Unanswered Requests for Information.
 - 3. Rejected or unreturned submittals.
 - 4. Notations on returned submittals.
 - 5. Pending modifications affecting the Work and the Contract Time.

- G. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
 - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 - 3. As the Work progresses, indicate final completion percentage for each activity.

- H. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, equipment required to achieve compliance, and date by which recovery will be accomplished.

- I. Distribution: Distribute copies of approved schedule to Architect Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - 1. Post copies in Project meeting rooms and temporary field offices.
 - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

1.6 GANTT-CHART SCHEDULE REQUIREMENTS

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's Construction Schedule within 30 days of date established for the Notice to Proceed.

- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
 - 1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

1.7 CPM SCHEDULE REQUIREMENTS

- A. General: Prepare network diagrams using AON (activity-on-node) format.

- B. Startup Network Diagram: Submit diagram within 14 days of date established for the Notice to Proceed. Outline significant construction activities for the first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.
- C. CPM Schedule: Prepare Contractor's Construction Schedule using a time-scaled CPM network analysis diagram for the Work.
 - 1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 60 days after date established for the Notice to Proceed.
 - a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates.
 - 2. Conduct educational workshops to train and inform key Project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.
 - 3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
 - 4. Use "one workday" as the unit of time for individual activities. Indicate nonworking days and holidays incorporated into the schedule to coordinate with the Contract Time.
- D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the startup network diagram, prepare a skeleton network to identify probable critical paths.
 - 1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
 - a. Preparation and processing of submittals.
 - b. Mobilization and demobilization.
 - c. Purchase of materials.
 - d. Delivery.
 - e. Fabrication.
 - f. Utility interruptions.
 - g. Installation.
 - h. Work by Owner that may affect or be affected by Contractor's activities.
 - i. Testing and inspection.
 - j. Commissioning.
 - k. Punch list and final completion.
 - l. Activities occurring following final completion.
 - 2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
 - 3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
 - 4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.

- a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.
- E. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall Project schedule.
- F. Initial Issue of Schedule: Prepare initial network diagram from a sorted activity list indicating straight "early start-total float." Identify critical activities. Prepare tabulated reports showing the following:
1. Contractor or subcontractor and the Work or activity.
 2. Description of activity.
 3. Main events of activity.
 4. Immediate preceding and succeeding activities.
 5. Early and late start dates.
 6. Early and late finish dates.
 7. Activity duration in workdays.
 8. Total float or slack time.
 9. Average size of workforce.
 10. Dollar value of activity (coordinated with the schedule of values).
- G. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:
1. Identification of activities that have changed.
 2. Changes in early and late start dates.
 3. Changes in early and late finish dates.
 4. Changes in activity durations in workdays.
 5. Changes in the critical path.
 6. Changes in total float or slack time.
 7. Changes in the Contract Time.
- H. Value Summaries: Prepare two cumulative value lists, sorted by finish dates.
1. In first list, tabulate activity number, early finish date, dollar value, and cumulative dollar value.
 2. In second list, tabulate activity number, late finish date, dollar value, and cumulative dollar value.
 3. In subsequent issues of both lists, substitute actual finish dates for activities completed as of list date.
 4. Prepare list for ease of comparison with payment requests; coordinate timing with progress meetings.
 - a. In both value summary lists, tabulate "actual percent complete" and "cumulative value completed" with total at bottom.
 - b. Submit value summary printouts one week before each regularly scheduled progress meeting.

1.8 REPORTS

- A. Weekly Construction Reports: Prepare a weekly construction report recording the following information concerning events at Project site:
1. List of subcontractors at Project site.
 2. List of separate contractors at Project site.
 3. Approximate count of personnel at Project site.
 4. Equipment at Project site.
 5. Material deliveries.
 6. High and low temperatures and general weather conditions, including presence of rain or snow.
 7. Testing and inspection.
 8. Accidents.
 9. Meetings and significant decisions.
 10. Stoppages, delays, shortages, and losses.
 11. Meter readings and similar recordings.
 12. Emergency procedures.
 13. Orders and requests of authorities having jurisdiction.
 14. Change Orders received and implemented.
 15. Construction Change Directives received and implemented.
 16. Services connected and disconnected.
 17. Equipment or system tests and startups.
 18. Partial completions and occupancies.
 19. Substantial Completions authorized.
- B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 32 00

SECTION 01 32 33 - PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for the following:
 - 1. Preconstruction photographs.
 - 2. Periodic construction photographs.
- B. See Division 01 Section "Closeout Procedures" for submitting digital media as Project Record Documents at Project closeout.
- C. See Division 01 Section "Demonstration and Training" for submitting videotapes of demonstration of equipment and training of Owner's personnel.

1.2 SUBMITTALS

- A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph. Indicate elevation or story of construction. Include same label information as corresponding set of photographs.
- B. Construction Photographs: Submit two prints of each photographic view within seven days of taking photographs.
 - 1. Digital Images: Submit a complete set of digital image electronic files as a Project Record Document on CD-ROM. Identify electronic media with date photographs were taken. Submit images that have same aspect ratio as the sensor, uncropped.

1.3 QUALITY ASSURANCE

1.4 COORDINATION

- A. Auxiliary Services: Cooperate with photographer and provide auxiliary services requested, including access to Project site and use of temporary facilities, including temporary lighting required to produce clear, well-lit photographs without obscuring shadows.

PART 2 - PRODUCTS

2.1 PHOTOGRAPHIC MEDIA

- A. Digital Images: Provide images in JPG format, produced by a digital camera with minimum sensor size of 12.0 megapixels, and at an image resolution of not less than 1024 by 768 pixels.

PART 3 - EXECUTION

3.1 CONSTRUCTION PHOTOGRAPHS

- A. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.
1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- B. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
1. Date and Time: Include date and time in filename for each image.
 2. Field Office Images: Maintain one set of images on CD-ROM in the field office at Project site, available at all times for reference. Identify images same as for those submitted to Architect.
- C. Preconstruction Photographs: Before commencement of excavation starting construction, take color, digital photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Architect.
1. Flag excavation areas construction limits before taking construction photographs.
 2. Take eight photographs to show existing conditions adjacent to property before starting the Work.
 3. Take eight photographs of existing buildings either on or adjoining property to accurately record physical conditions at start of construction.
- D. Periodic Construction Photographs: Take 12 color, digital photographs weekly, with timing each month adjusted to coincide with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.
- E. Additional Photographs: Architect may issue requests for additional photographs, in addition to periodic photographs specified. Additional photographs will be paid for by Change Order and are not included in the Contract Sum.
1. Three days' notice will be given, where feasible.
 2. In emergency situations, take additional photographs within 24 hours of request.
 3. Circumstances that could require additional photographs include, but are not limited to, the following:
 - a. Special events planned at Project site.
 - b. Immediate follow-up when on-site events result in construction damage or losses.
 - c. Photographs to be taken at fabrication locations away from Project site. These photographs are not subject to unit prices or unit-cost allowances.
 - d. Substantial Completion of a major phase or component of the Work.
 - e. Extra record photographs at time of final acceptance.
 - f. Owner's request for special publicity photographs.

END OF SECTION 01 32 33

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Submittal schedule requirements.
 - 2. Administrative and procedural requirements for submittals.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's and Construction Manager's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

1.3 SUBMITTAL SCHEDULE

- A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

1.4 SUBMITTAL FORMATS

- A. Submittal Information: Include the following information in each submittal:
 - 1. Project name.
 - 2. Date.
 - 3. Name of Architect.
 - 4. Name of Contractor.
 - 5. Name of firm or entity that prepared submittal.
 - 6. Names of subcontractor, manufacturer, and supplier.
 - 7. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier; and alphanumeric suffix for resubmittals.
 - 8. Category and type of submittal.
 - 9. Submittal purpose and description.
 - 10. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.

11. Drawing number and detail references, as appropriate.
12. Indication of full or partial submittal.
13. Location(s) where product is to be installed, as appropriate.
14. Other necessary identification.
15. Remarks.
16. Signature of transmitter.

- B. Options: Identify options requiring selection by Architect.
- C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.
- D. Submittals for Utilizing Web-Based Project Management Software: Prepare submittals as PDF files, or other format indicated by Project management software.

1.5 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
1. Web-Based Project Management Software: Prepare submittals in PDF form, and upload to web-based Project management software website. Enter required data in web-based software site to fully identify submittal.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Resubmittal Review: Allow 15 days for review of each resubmittal.
- D. Resubmittals: Make resubmittals in same form as 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. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

1.6 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 - 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams that show factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 - 5. Submit Product Data before Shop Drawings, and before or concurrent with Samples.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
 - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
- C. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other materials.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
 - a. Project name and submittal number.
 - b. Generic description of Sample.
 - c. Product name and name of manufacturer.
 - d. Sample source.
 - e. Number and title of applicable Specification Section.
 - f. Specification paragraph number and generic name of each item.
3. Web-Based Project Management Software: Prepare submittals in PDF form, and upload to web-based Project software website. Enter required data in web-based software site to fully identify submittal.
4. 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.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

- D. **Product Schedule:** As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
- E. **Qualification Data:** Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- F. **Design Data:** Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.
- G. **Certificates:**
 - 1. **Certificates and Certifications Submittals:** Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
 - 2. **Installer Certificates:** Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
 - 3. **Manufacturer Certificates:** Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
 - 4. **Material Certificates:** Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
 - 5. **Product Certificates:** Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
 - 6. **Welding Certificates:** Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- H. **Test and Research Reports:**
 - 1. **Compatibility Test Reports:** Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for substrate preparation and primers required.
 - 2. **Field Test Reports:** Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
 - 3. **Material Test Reports:** Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
 - 4. **Preconstruction Test Reports:** Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - a. Name of evaluation organization.
 - b. Date of evaluation.
 - c. Time period when report is in effect.
 - d. Product and manufacturers' names.
 - e. Description of product.
 - f. Test procedures and results.
 - g. Limitations of use.

1.7 DELEGATED DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 1. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF file, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

1.8 CONTRACTOR'S REVIEW

- A. Action Submittals and Informational Submittals: 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. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include 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.
 1. Architect will not review submittals received from Contractor that do not have Contractor's review and approval.

1.9 ARCHITECT'S REVIEW

- A. Action Submittals: Architect will review each submittal, indicate corrections or revisions required, and return it.
 - 1. Submittals by Web-Based Project Management Software: Architect will add a review stamp to the pdf file on Project management software website.
 - a. Actions taken by indication on the Architectural Review Stamp have the following meanings:
 - 1) No Exception Taken – item is as specified and any/all option selected by contractor are approved.
 - 2) Make Corrections Noted – indicates comments or selections included by Architect are to be implemented/coordinated in final product by contractor.
 - 3) Revise and Resubmit – indicates comments made are to be implemented and resubmitted for approval.
 - 4) Submit Specified Item – item submitted does not meet the specifications and requires resubmittal.
 - 5) Rejected – item submitted is not acceptable.
- B. Informational Submittals: Architect will review each submittal and will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Architect will discard submittals received from sources other than Contractor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 33 00

SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control of specified materials and systems.
- B. Mockups required to verify quality of workmanship and products included in multiple-component assemblies
- C. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Refer to Division 03, Division 05, Division 31 and Division 32 for specific testing required under those Sections.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- D. See Divisions 02 through 49 Sections for specific tests, inspections, and quality control requirements.

1.2 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Approved mockups establish the standard by which the Work will be judged.
- D. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- E. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- F. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with

special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.3 MOCKUPS

- A. General: Review individual Specification Sections for required mockups to be constructed.
- B. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
 - 1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
 - 2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
 - 3. Demonstrate the proposed range of aesthetic effects and workmanship.
 - 4. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
 - 5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 - 6. Demolish and remove mockups when directed, unless otherwise indicated.

1.4 RESPONSIBILITIES

- A. Owner Responsibilities: Owner will engage and pay for a qualified testing agency, accredited by AASHTO to perform required testing services.
 - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agency engaged and a description of types of testing and inspecting they are engaged to perform.
 - 2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor's responsibilities.
 - 1. Notify testing agencies sufficiently in advance of operations to allow for completion of tests and assignment of inspection personnel; notify at least 48 hours in advance of time when Work that requires testing or inspecting will be performed.
 - 2. Notify the laboratory sufficiently in advance of cancellation of required or scheduled testing operations. The Contractor shall be responsible for charges by testing agency due to failure to notify testing agency if requirements for testing are canceled.
 - 3. Furnish nominal labor and sheltered working space as is necessary to obtain samples at the Project.
 - 4. Advise testing agency identity of materials sources and instruct suppliers to allow tests or inspections by the laboratory.
 - 5. In the event of construction which failed initial testing, the cost of re-testing and re-inspecting replacement Work is Contractor's responsibility.

6. In the event of construction which failed quality standards-of-construction set forth in the Specification Section, the cost of re-testing and re-inspecting replacement Work is Contractor's responsibility
 7. Re-testing and re-inspections are to be performed by Testing Agency that has been engaged by Owner.
 8. Allow testing agency access to the Work, including providing lifts, ladders, etc. which may be required for testing agency to access area where the Work is being performed.
- C. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Notify Architect and Contractor promptly if any hazardous materials are discovered.
 3. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 4. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 5. Submit a certified written report to Architect, Owner, and Contractor of each test, inspection, and similar quality-control service performed.
 6. Do not release, revoke, alter, or increase the Contract Document requirements nor approve or accept any portion of the Work.
 7. Do not perform any duties of Contractor.
- D. Related Services by Contractor and/or Subcontractor: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- E. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.5 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner, at their option, may engage a qualified testing agency to conduct special tests and inspections for quality of products and materials.
- B. Minimum of three tests for Hurricane force Winds converted to pressure per ASTM.org/Standards/E1105.htm of Metal Panels, Insulated Concrete Panels, Glass Fiber Reinforced Panels, Windows, Storefront/Curtainwall per the following:
 - 1. Performance shall be evaluated in accordance with ASTM E1105-15 Standard Test Method for Field Determination of Water Penetration on exterior windows, skylight, doors and curtain walls by Uniform or Cyclic Static Air Pressure Difference.
 - 2. Replace materials, products or assemblies which fail to comply with specified quality of products and materials.
 - 3. Cost of re-testing and re-inspecting any failed and corrected work is responsibility of Contractor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible and acceptable to Owner and Architect.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 40 00

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. See Division 01 Section "Execution" for progress cleaning requirements.
- C. See Divisions 02 through 49 Sections for temporary heat, ventilation, and humidity requirements for products in those Sections.

1.2 DEFINITIONS

- A. Permanent Enclosure: As determined by Architect, permanent or temporary roofing is complete, insulated, and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures.

1.3 USE CHARGES

- A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Water Service: Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service: Provide connections and extensions of services as required for construction operations.

1.4 SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

1.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.6 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS for TEMPORARY CONSTRUCTIONS

- A. Pavement: Comply with Division 32 Section "Concrete Paving." pavement Sections.
- B. Wood Enclosure Fence: Plywood, 6 feet (1.8 m) high, framed with four 2-by-4-inch (50-by-100-mm) rails, with preservative-treated wood posts spaced not more than 8 feet (2.4 m) apart.
- C. Lumber and Plywood: Comply with requirements in Division 06 Section "Rough Carpentry Miscellaneous Rough Carpentry."
- D. Gypsum Board: Minimum 5/8" thick by 48 inches (1219 mm) wide by maximum available lengths; regular-type panels with tapered edges. Comply with ASTM C 36/C 36M.
- E. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.

2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
 - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
 - 2. Heating Units: Listed and labeled for type of fuel being consumed, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
 - 3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return air grille in system and remove at end of construction.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
 - 1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.
- C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- E. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- F. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
- G. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
 - 1. Install electric power service overhead or underground, unless otherwise indicated.
- H. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
- I. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel. Install one telephone line(s) for each field office.
 - 1. Provide additional telephone lines for the following:
 - a. Provide a dedicated telephone line for each facsimile machine and computer in each field office.
 - 2. At each telephone, post a list of important telephone numbers including police and fire departments Contractor's home office Architect's office Owner's office Principal subcontractors' field and home offices.
 - 3. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.
- J. Electronic Communication Service: Provide temporary electronic communication service, including electronic mail in field office.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
1. Provide incombustible construction for offices, shops, and sheds located within construction area or within 30 feet (9 m) of building lines. Comply with NFPA 241.
 2. Maintain support facilities until near Recommendation of Acceptance. Remove before Recommendation of Acceptance. Personnel remaining after Recommendation of Acceptance will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas within construction limits indicated on Drawings.
1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.
- C. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas in same location as permanent roads and paved areas. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.
1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
 2. Prepare subgrade and install subbase and base for temporary roads and paved areas according to Division 31 Section "Earth Moving."
 3. Recondition base after temporary use, including removing contaminated material, regrading, proofrolling, compacting, and testing.
 4. Delay installation of final course of permanent hot-mix asphalt pavement until immediately before Recommendation of Acceptance. Repair hot-mix asphalt base-course pavement before installation of final course according to Division 32 Section "Asphalt Paving."
- D. Traffic Controls: Comply with requirements of authorities having jurisdiction.
1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- E. Parking: Provide temporary parking areas for construction personnel.
- F. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.
 2. Remove snow and ice as required to minimize accumulations.
- G. Project Identification and Temporary Signs: Provide Project identification and other signs as indicated on Drawings. Install signs where indicated to inform public and individuals seeking entrance to Project. Unauthorized signs are not permitted.
1. Provide temporary, directional signs for construction personnel and visitors.
 2. Maintain and touchup signs so they are legible at all times.

- H. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 01 Section "Execution" for progress cleaning requirements.
- I. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
 - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- J. Temporary Elevator Use: Refer to Division 14 Sections for temporary use of new elevators.
- K. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate.
- L. Temporary Use of Permanent Stairs: Cover finished, permanent stairs with protective covering of plywood or similar material so finishes will be undamaged at time of acceptance.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- B. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction.
- C. Stormwater Control: Comply with authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- D. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Use orange construction fence fabric, adequately supported by wood or metal uprights to prevent sag; maintain fencing upright throughout Project. Protect tree root systems from damage, flooding, and erosion.
- E. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Recommendation of Acceptance. Obtain extended warranty for Owner. Perform control operations lawfully, using environmentally safe materials.
- F. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
- G. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- H. Temporary fencing: Metal hogwire supported by 2 x 4 posts or portable 6'-0" chain link panels supported by metal posts affixed to ground to prevent movement or overturning.
- I. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
 - 1. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.

- J. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
 - 1. Prohibit smoking in construction areas.
 - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
 - 4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Recommendation of Acceptance.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Recommendation of Acceptance. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 - 2. At Recommendation of Acceptance, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

END OF SECTION 01 50 00

SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. See Division 01 Section "Closeout Procedures" for submitting warranties for Contract closeout.
- C. See Divisions 02 through 49 Sections for specific requirements for warranties on products and installations specified to be warranted.

1.2 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved prior to bid through pre-approval process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

1.3 SUBMITTALS

- A. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

1.4 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

- B. The Contractor shall be responsible in ensuring that no asbestos containing products or work is included within the scope of the work. The Contractor shall take whatever measures it deems necessary to insure that all employees, suppliers, fabricators, material men, subcontractors, or their assigns, comply with this requirement.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.

- B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

- C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Store cementitious products and materials on elevated platforms.
5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
7. Protect stored products from damage and liquids from freezing.

1.6 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. **Manufacturer's Warranty:** Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. **Special Warranty:** Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
 - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 - 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
 - 3. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Warranty Period: to commence upon date of Substantial Completion.
- D. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
 - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 - 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 - 4. Where products are accompanied by the term "as selected," Architect will make selection.
 - 5. Where products are accompanied by the term "match sample," sample to be matched is to be furnished by Architect.
 - 6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
- B. Product Selection Procedures:
 - 1. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
 - 2. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
 - 3. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system.
 - 4. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 60 00

SECTION 01 73 00 - EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. General installation of products.
 - 4. Progress cleaning.
 - 5. Starting-up and adjusting.
 - 6. Protection of installed construction.
 - 7. Correction of the Work.
- B. See Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.2 SUBMITTALS

- A. Certificates: Submit certificate signed by land surveyor certifying that location and elevation of improvements comply with requirements.
- B. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.
- C. Certified Surveys: Submit two copies signed by land surveyor.
- D. Final Property Survey: Submit 10 copies showing the Work performed and record survey data.

1.3 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
 - 1. Before construction, verify the location and points of connection of utility services.
- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
 - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 - 2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 3. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 4. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction.
 - 1. Coordinate with Electrical Drawings and authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents. Submit requests on CSI Form 13.2A, "Request for Interpretation."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
 - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 - 2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 - 3. Inform installers of lines and levels to which they must comply.
 - 4. Check the location, level and plumb, of every major element as the Work progresses.
 - 5. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
 - 6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 FIELD ENGINEERING

- A. Reference Points: Owner will engage licensed surveyor to locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Contractor will preserve and protect permanent benchmarks and control points during construction operations.
- B. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.

1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
- C. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.
- D. Elevation Certificate: Provide Elevation Certificate by licensed Engineer or Land Surveyor in accordance with FEMA National Flood Insurance Program.
- E. Final Property Survey: Prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by Land Surveyor, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.
 1. Recording: At Recommendation of Acceptance, have the final property survey recorded by or with authorities having jurisdiction as the official "property survey."

3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 1. Make vertical work plumb and make horizontal work level.
 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Recommendation of Acceptance.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 2. Allow for building movement, including thermal expansion and contraction.
 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F (27 deg C).
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Recommendation of Acceptance.
- G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Recommendation of Acceptance.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 STARTING-UP AND ADJUSTING

- A. Start-up equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 01 Section "Quality Requirements."

3.8 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Recommendation of Acceptance.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.9 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 01 Section "Cutting and Patching."
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 01 73 00

SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Warranties.
 - 3. Final cleaning.
- B. See Division 01 Section 01 29 00 "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
- C. See Division 01 Section 01 78 39 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
- D. See Division 01 Section 01 78 23 "Operation and Maintenance Data" for operation and maintenance manual requirements.
- E. See Division 01 Section 01 79 00 "Demonstration and Training" for requirements for instructing Owner's personnel.
- F. See Divisions 02 through 49 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.2 RECOMMENDATION OF ACCEPTANCE

- A. Preliminary Procedures: Before requesting inspection for determining date of Recommendation of Acceptance, complete the following. List items below that are incomplete in request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs and digital images, damage or settlement surveys, property surveys, and similar final record information.
 - 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 - 7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.

8. Complete startup testing of systems.
 9. Submit test/adjust/balance records.
 10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 11. Advise Owner of changeover in heat and other utilities.
 12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
 13. Complete final cleaning requirements, including touchup painting.
 14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Recommendation of Acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Recommendation of Acceptance after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for Final Completion.

1.3 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
 2. Submit certified copy of Architect's Recommendation of Acceptance inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Submit pest-control final inspection report and warranty.
 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training videotapes.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.4 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 - 1. Organize list of spaces in sequential order, starting with exterior areas first.
 - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 - 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Page number.
 - 4. Submit list of incomplete items in the following format:
 - a. MS Excel Electronic File: Architect will return annotated file.
 - b. PDF Electronic File: Architect will return annotated file.
 - c. Web-Based Project Software Upload: Utilize software feature for creating and updating list of incomplete items (punch list).

1.5 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Recommendation of Acceptance is indicated.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
- C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
 - 1. Submit on digital media acceptable to Architect.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for Recommendation of Acceptance for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Sweep concrete floors broom clean in unoccupied spaces.
 - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
 - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - k. Remove labels that are not permanent.
 - l. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.

- m. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - n. Replace parts subject to unusual operating conditions.
 - o. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - p. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - q. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
 - r. Leave Project clean and ready for occupancy.
- C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.
- D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 01 77 00

SECTION 01 78 23 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance documentation directory manuals.
 - 2. Emergency manuals.
 - 3. Systems and equipment operation manuals.
 - 4. Systems and equipment maintenance manuals.
 - 5. Product maintenance manuals.

1.2 CLOSEOUT SUBMITTALS

- A. Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
 - 1. Architect will comment on whether content of operation and maintenance submittals is acceptable.
 - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operation and maintenance manuals in the following format:
 - 1. Submit on digital media acceptable to Architect. Enable reviewer comments on draft submittals.
 - 2. Submit three paper copies. Architect will return two copies.
- C. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect will return copy with comments.
 - 1. Correct or revise each manual to comply with Architect's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's comments and prior to commencing demonstration and training.
- D. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

1.3 FORMAT OF OPERATION AND MAINTENANCE MANUALS

- A. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
 - 1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
 - 2. File Names and Bookmarks: Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.
- B. Manuals, Paper Copy: Submit manuals in the form of hard-copy, bound and labeled volumes.
 - 1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - 2. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

1.4 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Organization of Manuals: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
 - 1. Title page.
 - 2. Table of contents.
 - 3. Manual contents.
- B. Title Page: Include the following information:
 - 1. Subject matter included in manual.
 - 2. Name and address of Project.
 - 3. Name and address of Owner.
 - 4. Date of submittal.
 - 5. Name and contact information for Contractor.
 - 6. Name and contact information for Construction Manager.
 - 7. Name and contact information for Architect.
 - 8. Name and contact information for Commissioning Authority.

9. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
 10. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

1.5 EMERGENCY MANUALS

- A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- B. Content: Organize manual into a separate section for each of the following:
1. Type of emergency.
 2. Emergency instructions.
 3. Emergency procedures.
- C. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
1. Fire.
 2. Flood.
 3. Gas leak.
 4. Water leak.
 5. Power failure.
 6. Water outage.
 7. System, subsystem, or equipment failure.
 8. Chemical release or spill.
- D. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- E. Emergency Procedures: Include the following, as applicable:
1. Instructions on stopping.
 2. Shutdown instructions for each type of emergency.

3. Operating instructions for conditions outside normal operating limits.
4. Required sequences for electric or electronic systems.
5. Special operating instructions and procedures.

1.6 SYSTEMS AND EQUIPMENT OPERATION MANUALS

- A. Systems and Equipment Operation Manual: Assemble a complete set of data indicating operation of each system, subsystem, and piece of equipment not part of a system. Include information required for daily operation and management, operating standards, and routine and special operating procedures.
- B. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
 1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
 2. Performance and design criteria if Contractor has delegated design responsibility.
 3. Operating standards.
 4. Operating procedures.
 5. Operating logs.
 6. Wiring diagrams.
 7. Control diagrams.
 8. Piped system diagrams.
 9. Precautions against improper use.
 10. License requirements including inspection and renewal dates.
- C. Descriptions: Include the following:
 1. Product name and model number. Use designations for products indicated on Contract Documents.
 2. Manufacturer's name.
 3. Equipment identification with serial number of each component.
 4. Equipment function.
 5. Operating characteristics.
 6. Limiting conditions.
 7. Performance curves.
 8. Engineering data and tests.
 9. Complete nomenclature and number of replacement parts.
- D. Operating Procedures: Include the following, as applicable:
 1. Startup procedures.
 2. Equipment or system break-in procedures.
 3. Routine and normal operating instructions.
 4. Regulation and control procedures.
 5. Instructions on stopping.
 6. Normal shutdown instructions.
 7. Seasonal and weekend operating instructions.
 8. Required sequences for electric or electronic systems.
 9. Special operating instructions and procedures.

- E. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- F. Piped Systems: Diagram piping as installed, and identify color coding where required for identification.

1.7 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Systems and Equipment Maintenance Manuals: Assemble a complete set of data indicating maintenance of each system, subsystem, and piece of equipment not part of a system. Include manufacturers' maintenance documentation, preventive maintenance procedures and frequency, repair procedures, wiring and systems diagrams, lists of spare parts, and warranty information.
- B. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranties and bonds, as described below.
- C. Manufacturers' Maintenance Documentation: Include the following information for each component part or piece of equipment:
 - 1. Standard maintenance instructions and bulletins; include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
 - a. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
 - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 - 3. Identification and nomenclature of parts and components.
 - 4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
 - 1. Test and inspection instructions.
 - 2. Troubleshooting guide.
 - 3. Precautions against improper maintenance.
 - 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - 5. Aligning, adjusting, and checking instructions.
 - 6. Demonstration and training video recording, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.
- H. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.

1.8 PRODUCT MAINTENANCE MANUALS

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- B. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- C. Product Information: Include the following, as applicable:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Color, pattern, and texture.
 - 4. Material and chemical composition.
 - 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 - 1. Inspection procedures.
 - 2. Types of cleaning agents to be used and methods of cleaning.
 - 3. List of cleaning agents and methods of cleaning detrimental to product.
 - 4. Schedule for routine cleaning and maintenance.
 - 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 78 23

SECTION 01 78 39 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
- B. See Division 01 Section 01 78 23 "Operation and Maintenance Data" for operation and maintenance manual requirements.
- C. See Divisions 02 through 49 Sections for specific requirements for Project Record Documents of the Work in those Sections.

1.2 SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit copies of Record Drawings as follows:
 - a. Initial Submittal: Submit one set(s) of marked-up Record Prints. Architect will mark whether general scope of changes, additional information recorded, and completeness of changes are acceptable. Architect will compile final submittal.
- B. Record Specifications: Submit one copy of Project's Specifications, including addenda and mark any contract modifications made during construction.
- C. Record Product Data: Submit two (2) copies of each Product Data submittal.
- D. Photographic Documentation: submit two (2) sets of CD's bound in close out document binder.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of black-line white prints of the Contract Drawings (24"x36" or 30"x42" depending on the scale of the drawings) and Shop Drawings.
 - 1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.

2. 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.
 3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize to Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect.
 - e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications. Provide one full set of final approved submittals.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 4. Note related Change Orders, Record Product Data, and Record Drawings where applicable.

2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
 - 1. Electronic Submittals: it is the contractor's responsibility to download all records from the service provider and provide an electronic copy to the owner as part of the Owner's Manual.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

END OF SECTION 01 78 39

SECTION 01 79 00 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
 - 1. Demonstration of operation of systems, subsystems, and equipment.
 - 2. Training in operation and maintenance of systems, subsystems, and equipment.
- B. See Divisions 02 through 49 Sections for specific requirements for demonstration and training for products in those Sections.

1.2 SUBMITTALS

- A. Instruction Program: Submit two copies of outline of instructional program for demonstration and training, including a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.

1.3 QUALITY ASSURANCE

- A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.
- B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Division 01 Section "Quality Requirements," experienced in operation and maintenance procedures and training.
- C. Preinstruction Conference: Conduct conference at Project site. Review methods and procedures related to demonstration and training.
- D. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections, and as follows:
 - 1. HVAC Systems
 - 2. Electrical Equipment
 - 3. Access Control System

4. Audio & Video Communications Systems
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following:
1. Basis of System Design, Operational Requirements, and Criteria: Include system and equipment descriptions, operating standards, regulatory requirements, equipment function, operating characteristics, limiting conditions, and performance curves.
 2. Documentation: Review emergency, operations, and maintenance manuals; Project Record Documents; identification systems; warranties and bonds; and maintenance service agreements.
 3. Emergencies: Include instructions on stopping; shutdown instructions; operating instructions for conditions outside normal operating limits; instructions on meaning of warnings, trouble indications, and error messages; and required sequences for electric or electronic systems.
 4. Operations: Include startup, break-in, control, and safety procedures; stopping and normal shutdown instructions; routine, normal, seasonal, and weekend operating instructions; operating procedures for emergencies and equipment failure; and required sequences for electric or electronic systems.
 5. Adjustments: Include alignments and checking, noise, vibration, economy, and efficiency adjustments.
 6. Troubleshooting: Include diagnostic instructions and test and inspection procedures.
 7. Maintenance: Include inspection procedures, types of cleaning agents, methods of cleaning, procedures for preventive and routine maintenance, and instruction on use of special tools.
 8. Repairs: Include diagnosis, repair, and disassembly instructions; instructions for identifying parts; and review of spare parts needed for operation and maintenance.

PART 3 - EXECUTION

3.1 INSTRUCTION

- A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.
- B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
 1. Owner will furnish an instructor to describe Owner's operational philosophy.
- C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
 1. Schedule training with Owner, through Architect, with at least seven days' advance notice.
- D. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of an oral performance-based test.

END OF SECTION 01 79 00

SECTION 05 40 10 – RETROFIT ROOF FRAMING SYSTEM

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Furnish all labor, materials, services, and equipment necessary to complete all retrofit steel roof framing work shown on the plans and specified herein.
- B. Retrofit steel roof framing shall be installed to provide support for new standing seam panels installed over existing roofing panels. Refer to section 07 41 13.16 for new standing seam panels.

1.2 RELATED SECTIONS

- A. Drawings and general provisions of the Contract, including General Supplementary Conditions and Division 1 Specification Sections, apply to this section.
- B. Related work specified elsewhere:
 - 1. 07 41 13.16 - Standing Seam Roof Panels.

1.3 REFERENCES

- A. American Iron and Steel Construction (AISC):
9th Ed. Manual of Steel Construction.
- B. American Iron and Steel Institute (AISI):
1996 Ed. Specification for the Design of Cold-Formed Steel Structural Members.
- C. American Society of Civil Engineers (ASCE):
ASCE 7-95 Minimum Design Loads for Buildings and Other Structures.
- D. American Society for Testing and Materials (ASTM):
 - 1. A36-97 Standard Specification for Carbon Structural Steel.
 - 2. A570-98 Standard Specification for Steel, Sheet and Strip, Carbon, Hot-Rolled, Structural Quality.
 - 3. A611-97 Standard Specification for Structural Steel, Sheet, Carbon, Cold-Rolled.
 - 4. A653-99 Standard Specification for Steel, Sheet, Carbon, Cold-Rolled, Structural Quality.
 - 5. A924-99 Standard Specification for General Requirements for Steel Sheet, Metallic-Coated by the Hot-Dip Process.
- E. Light Gage Structural Institute (LGSI):
1990 Ed. Light Gage Structural Steel Framing System Design Handbook.

1.4 SUBMITTALS

- A. Shop Drawings: Show roof framing system with accessories in plan, sections and details. Include complete drawing/description of each framing component and fastener, including metal thickness' and finishes, connection details, anchorage details, and special fabrication provisions. Indicate relationships with adjacent and interfacing work. Indicate fastener types and spacing; and provide fastener pullout values.
- B. Product Data: Include manufacturer's detailed material and system description, engineering performance data and finish specifications. Indicate fastener types and spacing; and required fastener pullout values.
- C. Design Loads: Submit copy of manufacturer's minimum design load calculations according to ASCE 7-16. All loading types shall be considered: dead, live, snow, wind, and seismic. Design load calculations shall be sealed by a registered professional engineer. In no case shall the design loads be taken to be less than those detailed in article 1.9 of this specification.
- D. System Certification: Provide statement certifying the proposed system's capacity to safely resist the calculated design loads. Statement shall be provided by a registered professional engineer and co-signed by an officer of the manufacturing company.

1.5 ALTERNATE MANUFACTURERS

- A. Manufacturer Approval: The materials outlined in this Materials and Methods Specification are the type of materials to be used on this project. This specification is based on the performance characteristics of the systems identified in article 2.1. Alternate manufacturers must gain approval ten (10) business days prior to the bid opening by submitting all items in article 1.5 B. Bidder will not be allowed to change materials after the bid opening date.
- B. Alternate Manufacturers: If the bidder wishes to propose an alternate manufacturer and/or material than that specified, the following manufacturer criteria must be submitted. Alternate systems will not be considered for approval unless each of these items has been submitted for review at least 10 business days prior to bid opening:
 - 1. Submit manufacturer's product literature and each of the submittal items as required in article 1.4 for evaluation of the proposed system. Complete project shop drawings for a similar project may be submitted in lieu of shop drawings for this project.
 - 2. A list of a minimum of five (5) jobs where the proposed alternate material was used under similar conditions. The reference list shall include date of project, size of project, project address, and telephone number of architect/owner contact.

1.6 QUALITY ASSURNACE

- A. Engage an experienced metal framing and roofing contractor (erector) to install the framing system who has a minimum of three (3) years experience specializing in the installation of retrofit roof framing systems and standing seam metal roof systems.

- B. Contractor must be certified by manufacturer specified as supplier of retrofit roof framing systems and obtain written certification from manufacturer that installer is approved for installation of specified system. If requested, contractor must supply owner with a copy of this certification.
- C. Successful contractor is required to maintain a full-time supervisor/foreman who is on the job-site at all times during installation of new roof system. Foreman must have a minimum of three (3) years experience with the installation of system similar to that specified.
- D. Successful contractor must obtain all components of each type of specified roof framing system from a single manufacturer. Any secondary products that are required which cannot be supplied by the specified manufacturer must be recommended and approved in writing by primary manufacturer prior to bidding.
- E. If required, fabricator/installer shall submit work experience and evidence of adequate financial responsibility. The owners representative reserves the right to inspect fabrication facilities in determining qualifications.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Manufacturer's responsibility:
 - 1. Protect components during fabrication and packing from mechanical abuse and corrosion.
 - 2. All components delivered for this project shall be labeled with an identification number or part number which must correspond to component identification shown on project shop drawings.
- B. Installer's responsibility:
 - 1. Store materials off ground providing for drainage; under cover providing for air circulation; and protected from wind movement, foreign material contamination, mechanical damage, cement, lime or other corrosive substances.
 - 2. Handle materials to prevent damage. Damaged material shall be rejected and removed from the site.
 - 3. Protect materials from wind-related damages.
 - 4. Inspect materials upon delivery. Reject and remove physically damaged or marred material from project site.

1.8 JOB CONDITIONS

- A. Determine that work of other trades will not hamper or conflict with necessary fabrication and storage requirements for roof framing system.
- B. Protection:
 - 1. Provide safety plan in accordance with all federal, state, and/or local regulations.

2. Do not overload roof with stored materials.

1.9 DESIGN AND PERFORMANCE CRITERIA

A. Uniform Wind Uplift Load Capacity.

1. Installed roof framing system shall withstand negative (uplift) design wind loading pressures provided in section 07 41 13.16. Notched purlin type systems shall be spaced at the same spacing as the existing metal purlins (approximately sixty (60) inches on center – Warehouse A) (approximately forty-eight (48) inches on center – Warehouse B).
2. Capacity to resist positive loads shall be determined by empirical calculations in accordance with AISI. Calculation shall be sealed by a registered professional engineer.
3. Installed roof framing system shall carry negative uniform design loads with a maximum system deflection of $L/180$ as measured at the midspan of the top member.

C. Uniform Positive Load Capacity.

1. The installed roof framing system shall be capable of resisting the following positive uniform roof loads: Roof Live Load of 20 psf.
2. Capacity to resist positive loads shall be determined by empirical calculations in accordance with AISI. Calculation shall be sealed by a registered professional engineer.
3. Installed roof framing system shall carry positive uniform design loads with a maximum system deflection of $L/180$ as measured at the midspan of the top member.

D. Concentrated Load Capacity.

1. The installed roof framing system shall be capable of resisting a 200 pound concentrated load applied to the top flange at a location mid way between fasteners.
2. Capacity to resist concentrated loads shall be determined by empirical calculations in accordance with AISI. Calculation shall be sealed by a registered professional engineer.
3. Installed roof system shall carry concentrated design loads with a maximum system deflection of $L/120$ as measured at the midspan of the top member or notched purlin. Additionally, the roof framing system shall exhibit no permanent deformation or damage upon removal of the concentrated load.

1.10 WARRANTIES

- A. Owner shall receive one (1) warranty from manufacturer of roof framing system and standing seam manufacturer covering all of the following criteria.
 - 1. 30 year material coverage.
 - 2. Warranty shall commence on date of substantial completion.
- B. Owner shall receive one (1) warranty from the installer of the roof framing systems covering installation and workmanship for a period of two (2) years from date of substantial completion.

PART 2 PRODUCTS

2.1 NOTCHED PURLIN TYPE FRAMING SYSTEM

- A. General.
 - 1. Whenever a particular make of material, trade name and/or manufacturer's name is specified herein, it shall be regarded as being indicative of the minimum standard of quality required. A bidder who proposes to quote on the basis of an alternate material and/or system will only be considered if the proposed alternate is submitted on time and is documented as being equivalent or superior in quality to the specified system. Additionally, all manufacturer and contractor/fabricator guidelines and performance criteria must be met as specified herein.
 - 2. Approved Systems/Manufacturers:
 - a. Basis of Design: Roof Huggers, Oldsmar, Florida.
 - b. Approved Alternate: Top Hat, Cleveland, OH.
 - c. Alternate products approved in accordance with article 1.5 of this specification and the requirements set forth in Division 1.
- B. Materials.
 - 1. Notched purlin framing shall be 16 gauge minimum galvanized steel meeting all requirements of ASTM A653, Grade 33 (minimum) with a hot dipped galvanized coating per ASTM A924, class G90.

C. Characteristics.

1. Notched purlin profile shall be a stiffened zee shape with notched bottom flange and web to match the profile of the existing metal panel. The top flange shall be one and three quarters (1 ³/₄) inch wide (minimum) to provide for attachment of the standing seam panel clips.
2. The web height of the notched purlin shall be as required for installation over the existing metal panels, and to accomplish the panel lap detail for replacement standing seam roof panels as detailed on drawings.

2.2 FASTENERS

- A. Light gauge metal components shall be connected to other light gauge metal components as shown on shop drawings. The typical fastener shall be #12 diameter (minimum) HWH self-drilling, self-tapping sheet metal screws, unless otherwise noted on shop drawings.
- B. Connections to structural steel members shall be made with appropriate screw or bolt type fasteners, as indicated on shop drawings. Field welding of light gauge steel framing is not allowed. Concrete and masonry anchors, if required, shall be installed in accordance with the fastener manufacturer's recommendations.
- C. Fasteners which are concealed by the finished metal wall or roof cladding system shall be coated with the manufacturer's standard corrosion resistant finish, such as zinc plating.
- D. Fasteners which are will be exposed after installation of the finished metal wall or roof cladding system shall be series 410 stainless steel with painted heads matching the color of adjacent materials.

2.3 FABRICATION

- A. Shop fabricate metal framing components to the maximum extent possible, forming metal work with clear, sharp, straight, and uniform bends and rises.
- B. All welding, if required, shall be performed under shop conditions. Field welding is not acceptable.
- C. Fabricate framing and related sheet metal work in accord with approved shop drawings and applicable standards.

PART 3 EXECUTION

3.1 PREPARATION

- A. Inspection: Examine the alignment and placement of the building structure and substrate. Correct any objectionable warp, waves or buckles in the substrate before proceeding with installation of the metal roof framing system. The installed roof panels will follow the contour of the framing system and may appear irregular if not corrected.
- B. Establish straight side and crosswise benchmarks.
- C. Use proper size and length fastener for strength requirements.
- D. Rectangular Roofs shall be checked for square and straightness. Gable ends may not be straight; set a true line for the framing system with string line.
- E. Measure the roof lengthwise to confirm lengths, overhangs, and coverage of flashings at eaves and ridges. Coordinate framing system layout with standing seam roof panel installation details/shop drawings.
- F. Pre-roofing conference: Prior to beginning roofing work, a pre-roofing conference shall be held to review work to be accomplished.
 - 1. Engineer's representative, owner's representative, prime contractor and all other subcontractors who have equipment penetrating roof or whose work involves access to roof, and retrofit roof framing system manufacturer's representative shall be present.

3.2 FRAMING SYSTEM INSTALLATION

- A. Notched Purlin Type Framing System.
 - 1. Install notched purlin type framing system over existing standing seam roof panels.
 - 2. Locate new framing directly above existing purlin locations, per manufacturer's recommendations.

- B. All details will be shown on manufacturer's shop drawings to successful bidder; install framing system in accordance with approved shop drawings and manufacturer's product data, within specified erection tolerances.
- C. Isolate dissimilar metals and masonry or concrete from metals with bituminous coating. Use gasketed fasteners where required to prevent corrosive action between fastener, substrate, and components.
- D. Limit exposed fasteners to extent indicated on shop drawings.
- E. Attach framing system to existing roof structure using fasteners of size and spacing as determined by manufacturer's design analysis to resist all specified design loads.
- F. Installed system shall be true to line and plane and free of dents, and physical defects.
- G. Maximum variation from true planes or lines shall be one quarter (1/4) inch in twenty (20) feet and three eighths (3/8) inch in forty (40) feet or more.
- H. Remove damaged work and replace with new, undamaged components.
- I. Touch up exposed fasteners using paint furnished by roofing panel manufacturer and matching exposed panel surface finish.
- J. Remove all miscellaneous materials and debris from roof.

END OF SECTION 05 40 10

SECTION 07 21 30 - PRE-ENGINEERED BUILDING INSULATION

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Pre-Engineered Building Insulation for Existing Construction.

1.2 RELATED SECTIONS

- A. Section 13121 - Pre-Engineered Metal Buildings.
- B. Division 15 - Mechanical; Rough-in utilities.
- C. Division 16 - Electrical; Rough-in utilities.

1.3 REFERENCES

- A. ASTM E 84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
- B. ASTM E 96 - Standard Test Method for Water Vapor Transmission of Materials in Sheet Form (Procedure B).
- C. ASTM C 665 - Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing.
- D. NFPA 255 - Standard Method of Test of Surface Burning Characteristics of Building Materials.
- E. UL 723 - Tests for Surface Burning Characteristics of Building Materials.
- F. ASTM C 1136 - Standard Specification for Flexible, Low Permeance Vapor Retarders for Thermal Insulation.

1.4 DESIGN REQUIREMENTS

- A. Thermal Resistance of Installed System: R-Value of 19 for walls, 38 for roof.
- B. Insulating system shall have a continuous vapor barrier inside of building purlins, girts, and insulation to provide complete isolation from inside conditioned air.

1.5 SUBMITTALS

- A. Submit under provisions of Section 01 30 00.
- B. Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.

3. Installation instructions.

- C. Shop Drawings: Indicate locations of connections and attachments, general details, anchorages and method of anchorage and installation.
- D. Verification Samples: For each finish product specified, two samples, minimum size 6 inches (150 mm) square or long, representing actual products required for this project.
- E. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing product systems specified in this section with minimum five years documented experience.
- B. Installer Qualifications: Company specializing in performing work of this section.
- C. Insulation system components to include a ten-year limited material warranty.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store products indoors and protect from moisture, construction traffic, and damage.

1.8 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers:
 - 1. Basis of Design: Thermal Design, Inc., Simple Saver System. P.O. Box 468, 601 N. Main Street, Madison, NE 68748. ASD. Tel: (800) 255-0776 or (402) 454-6591. Fax: (402) 454-2708. Email: sales@thermaldesign.com, www.thermaldesign.com.
 - 2. Or prior approved equal.

2.2 MATERIALS

- A. Simple Saver System consists of Batt Insulation, Roof Insulation, Wall Insulation, Vapor Barrier Liner Fabric, Thermal Breaks, Straps, and other devices and components in a proprietary insulation system as follows:
 - 1. Roof Insulation: Formaldehyde-free fiberglass batt or fiberglass blanket complying with ASTM C 991 Type 1 and ASTM E 84 with a thermal

- resistance and thickness as follows:
- a. R-30; 9-1/2 inches (241 mm).
 2. Wall Insulation: Formaldehyde-free fiberglass blanket or batt complying with ASTM C 991 Type 1, ASTM E 136 and ASTM E 84 with a thermal resistance and thickness as follows:
 - a. R-19; 6 inches (152 mm).
 3. Vapor Barrier Liner Fabric: Syseal® type woven, reinforced, high-density polyethylene yarns coated on both sides with a continuous white or colored polyethylene coatings, as follows:
 - a. Product complies with ASTM C 1136, Types I through Type VI.
 - b. Perm rating: 0.02 for fabric and for seams in accordance with ASTM E 96.
 - c. Flame/Smoke Properties:
 - 1) 25/50 in accordance with ASTM E 84.
 - 2) Self-extinguishes with field test using matches or butane lighter.
 - d. Ultra violet radiation inhibitor to minimum UVMAX® rating of 8.
 - e. Size and seaming: Manufactured in large custom pieces by extrusion welding from roll goods, and fabricated to substantially fit defined building area with minimum practicable job site sealing.
 - f. Provide with factory double, extrusion welded seams. Stapled seams or heat-melted seams are not acceptable due to degradation of fabric.
 - g. Factory-folded to allow for rapid installation.
 - h. Color:
 - 1) White.
 4. Vapor Barrier Lap Sealant: Solvent-based, Simple Saver polyethylene fabric adhesive.
 5. Vapor Barrier Patch Tape: Single-sided, adhesive backed sealant tape 3 inches (76 mm) wide made from same material as Syseal® type liner fabric.
 6. Thermal Breaks:
 - a. 1/8 inch (3 mm) thick by 3 inch (76 mm) wide white, closed-cell polyethylene foam with pre-applied adhesive film and peel-off backing.
 - b. Polystyrene Snap-R snap-on thermal blocks.
 7. Straps:
 - a. 100 KSI minimum yield tempered, high-tensile-strength steel.
 - b. Size: Not less than 0.020 inch (0.50 mm) thick by 1 inch (25 mm) by continuous length.
 - c. Galvanized, primed, and painted to match specified finish color on the exposed side.
 - d. Color:
 - 1) White.
 - e. High-tensile-strength stainless steel.
 - f. Woven polyester plastic. Color as selected.
 8. Fasteners:
 - a. For light gage steel: #12 by 3/4 (19 mm) inch plated Tek 2 type screws with sealing washer, painted to match specified color.
 - b. For heavy gage steel: #12 by 1-1/2 inch (38 mm) plated Tek 4 type screws with sealing washer, painted to match specified color.
 9. Wall Insulation Hangers: Fast-R preformed rigid hangers, 32 inch (813 mm) long galvanized steel strips with barbed arrows every 8 inches (203 mm) along

its length.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that building structure including all bracing and any concealed building systems are completed and approved prior to installing liner system and insulation in the structure.
- B. Correct any unsatisfactory conditions before proceeding.
- C. If conditions are the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 INSTALLATION - GENERAL

- A. Install pre-engineered building insulation system in accordance with manufacturer's installation instructions and the approved shop drawings.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Install in exterior spaces without gaps or voids. Do not compress insulation.
- D. Trim insulation neatly to fit spaces. Insulate miscellaneous gaps and voids.
- E. Fit insulation tight in spaces and tight to exterior side of the sealed liner fabric and around mechanical and electrical services within plane of insulation.

3.3 ROOF INSULATION INSTALLATION

- A. Straps:
 - 1. Cut straps to length and install in the pattern and spacings indicated on shop drawings.
 - 2. Tension straps to required value.
- B. Vapor Barrier Fabric:
 - 1. Install vapor barrier fabric in large one-piece custom fabricated pieces to substantially fit defined building areas with minimum practicable job site sealing.
 - 2. Position pre-folded fabric on the strap platform along one eave purlin.
 - 3. Clamp the two bottom corners at the eave and also centered on the bay.
 - 4. Pull the other end of the pleat-folded fabric across the building width on the strap platform, pausing only at the ridge to fasten the straps and fabric in position where plane of roof changes and to release temporary fasteners on the opposite ridge purlins.
 - 5. Once positioned, install fasteners from the bottom side at each strap/purlins intersection.

6. Trim edges and seal along the rafters.
 7. All seams must be completely sealed and stapled seams not acceptable.
- C. Insulation:
1. Unpack, and shake to a thickness exceeding the specified thickness.
 2. Ensure that cavities are filled completely with insulation.
 3. Place on the vapor barrier liner fabric without voids or gaps.
 4. Place top layer of insulation over and perpendicular to the purlins without voids or gaps, as roof sheathing is applied.
 5. Place thermal block on top of purlins or bottom of purlins for retrofit work, if no other thermal break exists.
 6. Place new insulation between purlins at the required thickness for the R-value specified.
- D. Seal vapor barrier fabric to the wall fabric and elsewhere as required to provide a continuous vapor barrier.

3.4 WALL INSULATION INSTALLATION

- A. Insulation:
1. Install thermal break to exterior surface of girts as wall sheathing is applied.
 2. (Optional) Install self-sticking foam thermal break to interior surface of girts prior to installation of insulation.
 3. Position and secure Fast-R hangers to girts on the inside face of the wall sheathing.
 4. Cut insulation to required lengths to fit vertically between girts.
 5. Fluff the insulation to the full-specified thickness.
 6. Neatly position in place and secure to Fast-R hangers.
 7. Ensure that cavities are filled completely with insulation.
- B. Vapor Barrier Fabric:
1. Install vapor barrier fabric in large one-piece custom fabricated pieces to substantially fit defined building areas with minimum practicable job site sealing.
 2. Apply the vapor barrier fabric by clamping it in position over eave strap and installing fasteners through the eave strap into each roof strap, permanently clamping the wall fabric between them.
 3. Once in position, draw the vapor barrier fabric down over the column flanges to the base angle and install vertical straps along each column and 5 feet 0 inches on center, maximum, fastening to each girt to retain system permanently in place.
 4. All seams must be completely sealed and stapled seams not acceptable.
- C. Seal wall fabric to the roof fabric, to the base angle and up the columns to provide a continuous vapor barrier.

3.5 CLEANING

- A. Clean dirt or exposed sealant from the exposed vapor barrier fabric.

- B. Remove scraps and debris from the site.

3.6 PROTECTION

- A. Protect system products until completion of installation.
- B. Repair or replace damaged products before completion of insulation system installation.

3.7 SCHEDULE

- A. Ceiling Insulation general: R-30.
- B. Wall Insulation general: R-19.

END OF SECTION 07 21 30

SECTION 07 41 00 – STANDING SEAM ROOF PANELS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY.

- A. Work described in this section includes pre-formed metal roofing system complete with clips, perimeter and penetration flashing, closures, gutters, and downspouts.
- B. Related work specified elsewhere:
 - 1. Rough carpentry.
 - 2. Flashing and sheet metal. (Not roof panel related).

1.3 DEFINITIONS

- A. American Architectural Manufacturer Association (AAMA):
 - 1. AAMA 501.1-05: Standard Test Method for Water Penetration of Windows, Curtain Walls and Doors Using Dynamic Pressure.
 - 2. AAMA 621-96: Voluntary/Standard Specifications for High Performance Organic Coatings on Coil Coated Architectural Hot Dipped Galvanized (HDG) & Zinc-Aluminum Coated Steel Substrates
- B. American Iron and Steel Institute (AISI):
 - 1. S100-07: 2007 Edition of the North American Specification for the Design of Cold-Formed Steel Structural Members.
- C. American Society of Civil Engineers (ASCE):
 - 1. ASCE 7-05: Minimum Design Loads for Buildings and Other Structures.
- D. American Society for Testing and Materials (ASTM):
 - 1. A653-03: Specification for Steel Sheet, Zinc-coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
 - 2. A755-03: Standard Specification for Steel Sheet, Metallic Coated by the Hot-Dip Process and Prepainted by the Coil-Coating Process for Exterior Exposed Building Products.
 - 3. A792-03: Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.
 - 4. B209-02a: Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
 - 5. D1056-00: Specification for Flexible Cellular Materials - Sponge or Expanded Rubber.

6. D3575-00e1: Standard Test Methods for Flexible Cellular Materials made from Olefin Polymers.
 7. E1514-98(2003) Standard Specification for Structural Standing Seam Steel Roof Panels.
 8. E1592-01: Standard Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference.
 9. E1637-98(2003) Standard Specifications for Structural Standing Seam Aluminum Roof Panel Systems.
 10. E1646-95(2003): Standard Test Method for Water Penetration of Exterior Metal Roof Panel Systems by Uniform Static Air Pressure Difference.
 11. E1680-95(2003): Standard Test Method for Rate of Air Leakage Through Exterior Metal Roof Panel Systems.
 12. E1886-02: Test Method for Performance of Exterior Windows, Curtain Walls, Doors, and Storm Shutters Impacted by Missile(s) and Exposed to Cyclic Pressure Differentials.
 13. E1996-09 Standard Specification for Performance of Exterior Windows, Curtain Walls, Doors, and Impact Protective Systems Impacted by Windborne Debris in Hurricanes.
 14. E2140-01: Standard Test Method for Water Penetration of Metal Roof Panels Systems by Static Water Pressure Head.
- E. Sheet Metal and Air Conditioning Contractors National Association (SMACNA):
1. Architectural Sheet Metal Manual, 6th edition.
- F. Underwriters Laboratory (UL):
1. UL 580, 4th Ed.: Standard for Tests for Uplift Resistance of Roof Assemblies.
 2. UL 790, 7th Ed.: Standard for Tests for Fire Resistance of Roof Covering Materials.
- G. National Association of Architectural Metal Manufacturers (NAAMM)
1. Metal Finishes Manual for Architectural and Metal Products

1.4 DESIGN AND PERFORMANCE CRITERIA.

- A. Thermal Expansion and Contraction.
1. Completed metal roofing and flashing system shall be capable of withstanding expansion and contraction of components caused by changes in temperature without buckling, or reducing performance ability.
 2. The design temperature differential shall be not less than 220 degrees Fahrenheit.
 3. Interface between panel and clip shall provide for unlimited thermal movement in each direction along the longitudinal direction.
- B. Uniform Wind Uplift Load Capacity.
1. Installed roof system shall withstand negative wind uplift pressures complying with the following criteria.
 - a. Design Code: ASCE 7-16, Method 2 for Components and Cladding.

- b. Safety Factor: As determined in accordance with AISI S100 section D6.2.1, but in no instance shall the safety factor be taken to be less than 1.67 for any roof or wall zone. The provisions of Section D6.2.1a of Appendix A shall NOT be applicable for this project.
- c. Category III Building with an Importance Factor of 1.00.
- d. Wind Speed: 141 mph.
- e. Exposure Category: C.
- f. Mean Roof Height: 20 feet.
- g. Minimum Building Width: 50 feet.
- h. Roof Pitch: .5 inches per foot.

UPPER Roof Area Negative Uplift Pressure:

PROVIDE STAMPED WIND UPLIFT CALCULATIONS

- 2. The ultimate capacity of the panel system shall be determined based on performance testing in accordance with ASTM E1592. The allowable load carrying capacity shall be calculated in accordance with AISI S100 section D6.2.1, except the provisions of Section D6.2.1a of Appendix A shall NOT be applicable for this project.
- C. Uniform Positive Load Capacity.
 - 1. Uniform positive load capacity shall be determined in accordance with AISI S100.
 - 2. The installed roof system shall be capable of resisting each of the following positive uniform roof loads: Roof Live Load of 20 psf;
 - 3. Installed roof system shall carry positive uniform design loads with a maximum system deflection of L/180 as measured at the rib (web) of the panel.
- D. Wind Uplift Classification: The panel system shall be listed as a Class 90 windstorm rated system, as determined by UL 580.
- E. Fire Resistance Classification: The panel system shall be listed as a Class A Roof Covering, as determined by UL 790.
- F. Air infiltration: The panel system shall be tested in accordance with ASTM E1680, and meet or exceed the following performance requirements:

<u>Pressure</u>	<u>Area Leakage Rate</u>
1.57 PSF	0.0030 cfm/sq.ft.
6.24 PSF	0.0045 cfm/sq.ft.
20.0 PSF	0.0060 cfm/sq.ft.

- G. Static air pressure water infiltration: The panel system shall be tested in accordance with ASTM E1646, and meet or exceed the following performance requirements:

<u>Pressure</u>	<u>Result</u>
6.2 Gal/Hr per S.F. and Static Air Pressure of 20.0 psf for 15 minutes	No Leakage

- H. Static water pressure head water infiltration.
 - 1. The panel system shall be tested in accordance with ASTM E2140, and pass with no leakage. The test specimen must include a panel end lap condition and successfully withstand being submerged under 6” of water for 6 hours.
 - 2. The panel system shall be tested in accordance with the FBC TAS 114 Appendix G, and pass with no leakage. The test specimen must successfully withstand being submerged under 6” of water for 168 hours.
- I. Dynamic pressure water penetration.
 - 1. The panel system shall be tested in accordance with AAMA 501.1, and pass with no water penetration, other than condensation, when exposed to 8” per hour of dynamic rain and 70 mph wind velocities for not less than five (5) minutes duration.
 - 2. The panel system shall be tested in accordance with FBC TAS 100, and pass with no water penetration, other than condensation, when exposed to 8.8” per hour of dynamic rain and 110 mph wind velocities for not less than five (5) minutes duration.
- J. Missile Impact Test and Cyclic Wind Pressure Test.
 - 1. The panel system shall be tested in accordance with ASTM E1886. The tested system shall be of identical profile and material type as the specified panel for this project; thicker gauge and/or narrow width panels than those tested will be acceptable. The anchor clip spacing for this project shall be based on E1592 requirements, but shall not exceed that of the E1886 test report.
 - 2. The panel system shall be tested in accordance with FBC Test Protocols TAS 201 and TAS 203. The tested system shall be of identical profile and material type as the specified panel for this project; thicker gauge and/or narrow width panels than those tested will be acceptable. The anchor clip spacing for this project shall be based on E1592 requirements but shall not exceed that of the TAS 201 test reports.

1.5 SUBMITTALS.

- A. Shop drawings: Show roof panel system with flashings and accessories in plan view; sections and details. Include metal thicknesses and finishes, panel lengths, joining details, anchorage details, flashings and special fabrication provisions for termination and penetrations. Indicate relationships with adjacent and interfacing work. Shop drawings to be prepared by exclusively by the metal roof panel manufacturer.
- B. Financial Certification: Provide the building owner with a signed and notarized (sealed) affidavit by an officer of the panel system manufacturer which confirms a current minimum corporate asset-to-liability ratio of not less than 3:1 for the panel manufacturer, or its parent corporation. Financial support information and affidavit must be dated within 30 days prior to the product submittal.
- C. Design Test Reports.
 - 1. Submit copies of design test reports for each of the performance testing standards listed in specification article 1.4.
 - 2. Test reports shall be performed by independent, accredited testing laboratories, and shall bear the seal of a registered professional engineer.

- D. Warranty: Provide unexecuted specimen warranty documents for each warranty as required in specification article 1.10.
 - E. Samples.
 - 1. Submit sample of panel section, at least 6" x 6" showing seam profile and also a sample of color selected.
 - 2. Submit sample of panel clip, gable clip, batten seam cap with sealant, and preformed metal and foam closures.
- 1.6 FIELD INSPECTIONS
- A. Roof panel manufacturer shall provide, at no additional cost to the owner, three days per week inspections. These inspections shall include a written report from the panel manufacturer. Inspections shall be conducted by a salaried employee of the roof panel manufacturer. Inspector shall be registered with the project architect prior to project commencement. Inspections conducted by roofing system distributors / dealers, or third parties will not be acceptable. The field inspector reserves the right to review and report to the project architect the level of acceptability of work completed and to subsequently issue a report of items not acceptable—if required.
- 1.7 QUALITY CRITERIA/INSTALLER QUALIFICATIONS.
- A. Engage an experienced metal roofing contractor (erector) to install standing seam system who has a minimum of three (3) years' experience specializing in the installation of structural standing seam metal roof systems.
 - B. Contractor must be certified by manufacturer specified as a supplier of standing seam system and obtain written certification from manufacturer that installer is approved for installation of the specified system.
 - C. Successful contractor must obtain all components of roof system from a single manufacturer. Any secondary products that are required which cannot be supplied by the specified manufacturer must be recommended and approved in writing by primary manufacturer prior to bidding.
 - D. Fabricator/Installer shall submit work experience and evidence of adequate financial responsibility. Architect reserves the right to inspect fabrication facilities in determining qualifications.
- 1.8 DELIVERY, STORAGE, AND HANDLING.
- A. Inspect materials upon delivery.
 - B. Handle materials to prevent damage.
 - C. Store materials off ground providing for drainage; under cover providing for air circulation; and protected from any debris.
- 1.9 PROJECT CONDITIONS
- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit metal roof panel work to be performed according to manufacturer's written instructions and warranty requirements.

- B. Field Measurements: Verify actual dimensions of construction contiguous with metal roof panels by field measurements before fabrication.

1.10 COORDINATION

- A. Coordinate sizes and locations of roof curbs, equipment supports, and roof penetrations with actual equipment provided.
- B. Coordinate metal roof panels with rain drainage work, flashing, trim, and construction of purlins, rafters, walls, and other adjoining work to provide a leak proof, secure, and noncorrosive installation.

1.11 WARRANTIES

- A. Endorse and forward to owner the following warranties:
 - 1. Manufacturer's standard 30 year roof system weathertightness warranty for Standing Seam Panel and Sub Framing System. **The warranty shall not place any limitations on wind speed, up to a maximum design wind speed as given in Article 1.4 of this specification.**
 - 2. Manufacturer's standard 30 year finish warranty covering checking, crazing, peeling, chalking, fading, and adhesion of the prepainted sheet metal materials.
 - 3. Installer's 2 year warranty covering roof panel system installation and watertightness.
- B. Warranties shall commence on date of substantial completion.

PART 2 - PRODUCTS

2.1 PANEL MATERIALS

- A. Painted, metallic-Coated Steel Sheet: Restricted flatness steel sheet metallic coated by the hot-dip process and prepainted by the coil-coating process to comply with ASTM A755/A755M.
 - 1. Recycled Content: Provide steel sheet with average recycled content such that postconsumer recycled content plus one-half of preconsumer recycled content is at least 70 percent.
 - 2. 22 gauge, Zinc-Coated (Galvanized) Steel Sheet, as per ASTM A653: G90 (Z275) coating designation; structural quality, grade 40 ksi (275 MPa).
 - 3. Texture: Smooth surface.
 - 4. Exposed Coil-Coated Finish:
 - a. 2-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Manufacturers' approved applicator to prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 - b. Coating system shall provide nominal 1.0 mil (0.025 mm) dry film thickness, consisting of primer and color coat.

c. Color shall be selected from IMETCO's Standard Colors.

5. Concealed Finish: Apply pretreatment and manufacturer's standard white or light-colored polyester backer finish, consisting of prime coat and wash coat with a minimum total dry film thickness of 0.5 mil (0.013 mm).

B. Panel Sealants:

1. Seam Cap Sealant: Factory applied hot melt, high viscosity, pressure sensitive adhesive with high heat resistance.
2. Sealant Tape: Non-curing, 100 percent solids, polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1-inch- (13-mm-) wide and 1/16-inch- (3-mm-) thick.
3. Exposed Sealant: ASTM C 920; elastomeric tripolymer, polyurethane, or other advanced polymer sealant; of type, grade, class, and use classifications required to seal joints in metal roof panels and remain weathertight; and as recommended in writing by metal roof panel manufacturer.
4. Concealed Sealant: ASTM C 1311: Butyl-Based, Solvent-Release, One-Part Sealant.

2.2 FIELD-INSTALLED THERMAL INSULATION

- A. Non-vinyl backed R-27 batt insulation.

2.3 MISCELLANEOUS METAL FRAMING

- A. Roof panels to be installed over retrofit steel sub-purlin system. See Section 05 40 10 Retrofit Roof Framing System

2.4 MISCELLANEOUS MATERIALS

- A. Concealed fasteners: Corrosion resistant steel screws, #10 minimum diameter x length appropriate for substrate, hex washer head or pancake head. Use self-drilling, self-tapping for metal substrate or A-point for plywood substrate.
- B. Exposed fasteners: 3xx series stainless steel screws (cadmium or zinc coatings are not acceptable) with neoprene sealing washer, or 1/8-inch- (3-mm-) diameter stainless steel rivets.

2.5 STANDING-SEAM METAL ROOF PANELS

- A. General: Provide factory-formed metal roof panels designed to be installed by lapping and interconnecting raised side edges of adjacent panels with joint type indicated and mechanically attaching panels to supports using concealed clips in side laps. Include clips, cleats and accessories required for weathertight installation.
1. Steel Panel Systems: Unless more stringent requirements are indicated, comply with ASTM E 1514.

- B. Vertical-Rib, Standing-Seam Metal Roof Panels with separate mechanically field crimped batten seam cap: Formed with vertical ribs at panel edges, pencil beads and an intermediate stiffening rib symmetrically spaced between ribs; designed for 2-direction installation by mechanically attaching panels to supports using concealed clips located under one side of panels and engaging opposite edge of adjacent panels, attaching a separate batten seam cap and mechanically seaming panels together.
1. Basis-of-Design System: Panel shall be IMETCO Series 300 (S300) roof panel system as manufactured by Innovative Metals Company, Inc. (IMETCO), Norcross, Georgia. (225) 266-5179.
 2. Prior Approved Manufacturer: Zip Rib by Merchant and Evans.
 3. Alternate manufacturers are subject to full compliance with specification requirements, and shall be submitted for approval as follows:
 - a. Manufacturers not listed above must submit for approval, ten (10) days prior to bid date, each of the following: Manufacturer's literature; certification of testing in accordance with specification requirements and article 1.4; sample warranties in accordance with specification article 1.10; installer qualifications in accordance with specification article 1.6, and a list of five (5) similar projects in size and scope of work
 - b. No substitutions will be permitted after the bid date of this project.
 4. Material: Zinc-coated (galvanized) steel sheet, 0.029-inch nominal thickness. See 2.1 for finishes and color selection.
 5. Characteristics:
 - a. The same panel profile from a single manufacturer shall be used for ALL standing seam roof areas.
 - b. Configuration: Standing seams incorporating mechanically interlocked, concealed anchor clips which allow unlimited thermal movement.
 - 1) Profile of panel shall have two stiffening beads positioned 1-1/2" (38 mm) from the vertical seam and one raised stiffening rib centered in the panel.
 - 2) Exposed fasteners, screws and/or roof mastic are unacceptable and will be rejected. System configuration only allows for exposed fasteners at panel overlap (if required and approved by architect) and trim details (as per manufacturer's guidelines).
 - 3) Panels must be furnished in continuous lengths from ridge to eave with no overlaps unless approved by architect.
 - c. Seam must be 2-3/8" (60 mm) minimum height for added strength for negative pressures and must have symmetrical design. Integral, asymmetrical seams are not acceptable.

- d. Site Formed Panels: Bidder will not be allowed to supply panels formed at the job-site on portable rollformers; metal panels must be factory pre-manufactured and engineered for this project.
- e. Concealed Standard Anchor Clips: Clips must be 16 gauge (1.4 mm) galvanized steel ONE (1) piece clip with projecting legs for additional panel alignment and provision for unlimited thermal movement in each direction along the longitudinal dimension.
 - 1) Two-piece clips are NOT acceptable.
 - 2) Clip design must isolate sealant in panel cap from clip to insure that no sealant damage occurs from the clip during expansion and contraction.
 - 3) Clip must maintain a clearance of a minimum of 3/8" (9.5 mm) between panel and substrate for proper ventilation to help prevent condensation on underside of panel and eliminate the contact of panel fastener head to panel.
- f. Seam cap: Snap-on cap shall be a minimum of 1-inch- (25-mm-) wide "T" shaped of continuous length up to 45 feet (11.4 m) according to job conditions and field seamed by means of manufacturer's standard seaming machine.
 - 1) Cap shall be designed to receive two (2) beads of hot applied, high viscosity, pressure sensitive adhesive with high heat resistance during manufacturing which will not come in contact with the anchor clip.
 - 2) In all cases, seam caps shall be factory formed to insure quality and precision in the process of sealant application.
- g. Standing Seam Panel Width: 16" (nominal).
- h. Stiffening ribs: Located in flat of panel to minimize oil canning and telegraphing of structural members.
- i. Replaceability: Panels shall be of a symmetrical design with mechanically seamed cap configuration such that individual panels may be removable for replacement without removing adjacent panels and installation may proceed in both directions simultaneously.
- j. Panel ends shall be folded up 90 degrees at ridge, headwall, and hip conditions, where applicable. No metal shall be cut or otherwise perforated at the folded end.

2.6 ACCESSORIES

- A. Roof Panel Accessories: Provide components approved by roof panel manufacturer and as required for a complete metal roof panel assembly including trim, copings, fasciae, corner units, ridge closures, clips, flashings, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal roof panels unless otherwise indicated.
 - 1. Closures: Provide closures at eaves and ridges, fabricated of same metal as metal roof panels.

2. Closure Strips: Closed-cell, expanded, cellular, rubber or crosslinked, polyolefin-foam or closed-cell laminated polyethylene; minimum 1-inch- (25-mm-) thick, flexible closure strips meeting ASTM D1056 and/or D3575; cut or premolded to match metal roof panel profile. Provide closure strips where indicated or necessary to ensure weathertight construction.
 3. Gable anchor clips: 16 gauge (1.4 mm) galvanized steel.
- B. Flashing and Trim: Formed from same material and gauge as roof panels, prepainted with coil coating. Provide flashing and trim as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, eaves, rakes, corners, bases, framed openings, ridges, fasciae, and fillers. Finish flashing and trim with same finish system as adjacent metal roof panels.
 - C. Gutters: Formed from same material roof panels. Match profile of gable trim, complete with end pieces, outlet tubes, and other special pieces as required. Fabricate in minimum 10-foot- (3-m-) long sections, of size and metal thickness according to SMACNA's "Architectural Sheet Metal Manual." Furnish gutter supports spaced per SMACNA's recommendation based on gauge and stretch-out, fabricated from same metal as gutters. Provide wire ball strainers of compatible metal at outlets.
 - D. Downspouts: Formed from same material as roof panels. Fabricate in 10-foot long sections, complete with formed elbows and offsets, of size and metal thickness according to SMACNA's "Architectural Sheet Metal Manual". Finish downspouts to match gutters.
 - E. Roof Curbs: Fabricated from same material as roof panels, minimum and welded top box and integral full-length cricket. Fabricate curb subframing of minimum 0.0598-inch- (1.5-mm-) thick, angle-, C-, or Z-shaped steel sheet. Fabricate curb and subframing to withstand indicated loads, of size and height indicated. Finish roof curbs to match metal roof panels.

2.7 FABRICATION

- A. Fabricate and finish metal roof panels and accessories at the factory to greatest extent possible, by manufacturer's standard procedures and processes and as necessary to fulfill indicated performance requirements. Comply with indicated profiles and with dimensional and structural requirements.
- B. Provide panel profile, including major ribs and intermediate stiffening ribs, if any, for full length of panel.
- C. Fabricate metal roof batten seam cap with factory-installed hot melt, high viscosity, pressure sensitive adhesive with high heat resistance, in a manner that will seal weathertight.
- D. Form flashing components from full single width sheet in minimum 10'-0" (3 m) sections. Provide mitered corners, joined using closed end pop rivets and butyl-based, solvent released one-part sealant.

- E. Sheet Metal Accessories: Fabricate flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to the design, dimensions, metal, and other characteristics of item indicated.
 - 1. Form exposed sheet metal accessories that are without excessive oil canning, buckling, and tool marks and that are true to line and levels indicated, with exposed edges folded back to form hems.
 - 2. Sealed Joints: Form nonexpanding but movable joints in metal to accommodate butyl-based sealant to comply with SMACNA standards.
 - 3. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces of accessories exposed to view.
 - 4. Fabricate cleats and attachment devices of size and metal thickness recommended by SMACNA's "Architectural Sheet Metal Manual" or by metal roof panel manufacturer for application, but not less than thickness of metal being secured.

2.8 FINISHES

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - PREPERATION & EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, metal roof panel supports, and other conditions affecting performance of the Work.
- B. Examine primary and secondary roof framing to verify that rafters, purlins, angles, channels, and other structural panel support members and anchorages have been installed within alignment tolerances required by metal roof panel manufacturer.
- C. Examine solid roof sheathing to verify that sheathing joints are supported by framing or blocking and that installation is within flatness tolerances required by metal roof panel manufacturer.
- D. Examine roughing-in for components and systems penetrating metal roof panels to verify actual locations of penetrations relative to seam locations of metal roof panels before metal roof panel installation.
- E. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
- F. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean substrates of substances harmful to insulation, including removing projections capable of interfering with insulation attachment.
- B. Miscellaneous Framing: Install subpurlins, eave angles, furring, and other miscellaneous roof panel support members and anchorage according to metal roof panel manufacturer's written instructions.
- C. Establish straight, side and crosswise benchmarks
- D. Use proper size and length fastener for strength requirements. Approximately 5/16 inch (8 mm) is allowable for maximum fastener head size beneath the panel.
- E. Rectangular roofs shall be checked for square and straightness. Gable ends may not be straight; set a true line for the gable clips and flashing with string line.
- F. Measure the roof lengthwise to confirm panel lengths, overhangs, coverage of flashings at eaves and ridges and verify clearances for thermal movement.

3.3 STANDING SEAM METAL ROOF PANEL INSTALLATION

- A. All details will be shown on in accordance with approved shop drawings and manufacturer's product data, within specified erection tolerances.
- B. Directly over the completed roof substrate, install one piece clips. [All anchor clips will be set on 16 gauge (1.5 mm) galvanized pre-punched bearing plates to distribute the loads on the board insulation.] All anchor clips will be fastened into the structural roof substrate based.
- C. Clip Spacing: **AS DETERMINED BY STAMPED WIND UPLIFT CALCULATIONS. ADDITIONAL SUBFRAMING MAY BE REQUIRED.**
- D. Installation of Roof Panels: Roof panels can be installed by starting from one end and working towards the opposite end. Due to the symmetrical design of the specified panel system, it is also acceptable to start from the middle of the roof and work toward each end.
 - 1. A stainless steel rivet shall be secured through the anchor reveal of the panel leg and extend into the arms of the panel clip located at the ridge of the system. This is done at each arm of the clip along the ridge. The panel is then anchored at both sides of the clip.
 - a. Be sure to capture all drilling debris during this operation with a rag or cloth placed on the panels at the drilling operation.
 - b. Panels are not securely attached to the roof until fixed to the anchor clip. To avoid damage and injury, all panels shall be fixed to the anchor clip immediately as they are installed.
 - c. The seam caps shall be shipped with two (2) beads of factory applied hot melt sealant located inside the caps. To install the caps, hook one side of the cap over the panel edge and rotate over the opposite panel leg. For ease of installation, start at one end of the panel and work toward the opposite end.
 - d. A hand crimping tool is used to crimp the cap around the top of two adjacent panels.

- e. Caps shall then be permanently seamed with manufacturers mechanical seamer.
- E. Isolate dissimilar metals and masonry or concrete from metals with bituminous coating. Use gasketed fasteners where required to prevent corrosive action between fastener, substrate, and panels.
- F. Limit exposed fasteners to extent indicated on contract drawings.
- G. Seal laps and joints in accordance with roofing system manufacturer's product data.
- H. Coordinate flashing and sheet metal work to provide weathertight conditions at roof terminations. Fabricate and install in accordance with standards of SMACNA Manual.
- I. Provide for temperature expansion/contraction movement of panels at roof penetrations and roof mounted equipment in accordance with system manufacturer's product data and design calculations.
- J. Installed system shall be true to line and plane and free of dents, and physical defects. In light gauge panels with wide flat surfaces, some oil canning may be present. Oil canning does not affect the finish or structural integrity of the panel and is therefore not cause for rejection.
- K. At joints in linear sheet metal items, set sheet metal items in two ¼-inch- (6-mm-) beads of butyl sealant. Extend sealant over all metal surfaces. Mate components for positive seal. Allow no sealant to migrate onto exposed surfaces.
- L. Remove damaged work and replace with new, undamaged components.
- M. Touch up exposed fasteners using paint furnished by roofing panel manufacturer and matching exposed panel surface finish.
- N. Clean exposed surfaces of roofing and accessories after completion of installation. Leave in clean condition at date of substantial completion. Touch up minor abrasions and scratches in finish.

3.4 ERECTION TOLERANCES

- A. Installation Tolerances: Shim and align metal roof panel units within installed tolerance of 1/4 inch in 20 feet (6 mm in 6 m) on slope and location lines as indicated and within 1/8-inch (3-mm) offset of adjoining faces and of alignment of matching profiles.

3.5 FIELD QUALITY CONTROL

- A. Remove and replace applications of metal roof panels where inspections indicate that they do not comply with specified requirements.
- B. Additional inspections, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.6 CLEANING

- A. Remove temporary protective coverings and strippable films, if any, as metal roof panels are installed unless otherwise indicated in manufacturer's written installation instructions. On completion of metal roof panel installation, clean finished surfaces as recommended by metal roof panel manufacturer. Maintain in a clean condition during construction.
- B. Replace metal roof panels that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 07 41 00

SECTION 07 42 13.13 - FORMED METAL WALL PANELS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Exposed-fastener, lap-seam metal wall panels.

1.2 PREINSTALLATION MEETINGS

- ##### A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

- ##### A. Product Data: For each type of product.

- ##### B. Shop Drawings: Include fabrication and installation layouts of metal panels; details of edge conditions, joints, panel profiles, corners, anchorages, attachment system, trim, flashings, closures, and accessories; and special details.

- ##### C. Samples: For each type of metal panel indicated.

1.4 INFORMATIONAL SUBMITTALS

- ##### A. Product test reports.

- ##### B. Warranties: Samples of special warranties.

1.5 CLOSEOUT SUBMITTALS

- ##### A. Maintenance data.

1.6 QUALITY ASSURANCE

- ##### A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.

- ##### B. UL-Certified, Portable Roll-Forming Equipment: UL-certified, portable roll-forming equipment capable of producing metal panels warranted by manufacturer to be the same as factory-formed products. Maintain UL certification of portable roll-forming equipment for duration of work.

1.7 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of metal panel systems that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: Two years from date of Substantial Completion.
- B. Special Warranty on Panel Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace metal panels that show evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Finish Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Provide metal panel systems capable of withstanding the effects of the following loads, based on testing according to ASTM E1592:
 - 1. Wind Loads: As indicated on Drawings.
 - 2. Deflection Limits: For wind loads, no greater than 1/240 of the span.
 - 3. Insert serviceability requirements.
- B. Air Infiltration: Air leakage of not more than 0.06 cfm/sq. ft. (0.3 L/s per sq. m) when tested according to ASTM E283 at the following test-pressure difference:
 - 1. Test-Pressure Difference: 6.24 lbf/sq. ft. (300 Pa).
- C. Water Penetration under Static Pressure: No water penetration when tested according to ASTM E331 at the following test-pressure difference:
 - 1. Test-Pressure Difference: 6.24 lbf/sq. ft. (300 Pa).
- D. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 - 1. Temperature Change (Range): 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

2.2 EXPOSED-FASTENER, LAP-SEAM METAL WALL PANELS

- A. Provide factory-formed metal panels designed to be field assembled by lapping side edges of adjacent panels and mechanically attaching panels to supports using exposed fasteners in side laps. Include accessories required for weathertight installation.

- B. Tapered-Rib-Profile, Exposed-Fastener Metal Wall Panels: Formed with raised, trapezoidal major ribs and intermediate stiffening ribs symmetrically spaced between major ribs.
1. **Manufacturers:** Subject to compliance with requirements, provide products by one of the following:
 - a. Berridge
 - b. Metal Sales
 - c. MBCI
 - d. Pac-Clad
 2. Metallic-Coated Steel Sheet: Zinc-coated (galvanized) steel sheet complying with ASTM A653/A653M, **G90 (Z275)** coating designation, or aluminum-zinc alloy-coated steel sheet complying with ASTM A792/A792M, **Class AZ50 (Class AZM150)** coating designation; structural quality. Prepainted by the coil-coating process to comply with ASTM A755/A755M.
 - a. Nominal Thickness: 24 gauge.
 - b. Exterior Finish: Two-coat fluoropolymer.
 - c. Color: match existing.
 3. Major-Rib Spacing: **12 inches (305 mm)** o.c.
 4. Panel Coverage: **36 inches (914 mm)**.
 5. Panel Height: **1.25 inches (32 mm)**.

2.3 MISCELLANEOUS MATERIALS

- A. Miscellaneous Metal Subframing and Furring: ASTM C645, cold-formed, metallic-coated steel sheet, ASTM A653/A653M, **G90 (Z275)** hot-dip galvanized coating designation or ASTM A792/A792M, **Class AZ50 (Class AZM150)** aluminum-zinc-alloy coating designation unless otherwise indicated. Provide manufacturer's standard sections as required for support and alignment of metal panel system.
- B. Panel Accessories: Provide components required for a complete, weathertight panel system including trim, copings, fasciae, mullions, sills, corner units, clips, flashings, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal panels unless otherwise indicated.
1. Closures: Provide closures at eaves and rakes, fabricated of same metal as metal panels.
 2. Backing Plates: Provide metal backing plates at panel end splices, fabricated from material recommended by manufacturer.
 3. Closure Strips: Closed-cell, expanded, cellular, rubber or crosslinked, polyolefin-foam or closed-cell laminated polyethylene; minimum **1-inch- (25-mm-)** thick, flexible closure strips; cut or premolded to match metal panel profile. Provide closure strips where indicated or necessary to ensure weathertight construction.
- C. Flashing and Trim: Provide flashing and trim formed from same material as metal panels as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, bases, drips, sills, jambs, corners, endwalls, framed openings, rakes, fasciae, parapet caps, soffits, reveals, and fillers. Finish flashing and trim with same finish system as adjacent metal panels.

- D. Panel Fasteners: Self-tapping screws designed to withstand design loads. Provide exposed fasteners with heads matching color of metal panels by means of plastic caps or factory-applied coating. Provide EPDM or PVC sealing washers for exposed fasteners.
- E. Panel Sealants: Provide sealant type recommended by manufacturer that are compatible with panel materials, are nonstaining, and do not damage panel finish.
 - 1. Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene compound sealant tape with release-paper backing; **1/2 inch (13 mm)** wide and **1/8 inch (3 mm)** thick.
 - 2. Joint Sealant: ASTM C920; as recommended in writing by metal panel manufacturer.
 - 3. Butyl-Rubber-Based, Solvent-Release Sealant: ASTM C1311.

2.4 FABRICATION

- A. Fabricate and finish metal panels and accessories at the factory, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements demonstrated by laboratory testing. Comply with indicated profiles and with dimensional and structural requirements.
- B. On-Site Fabrication: Subject to compliance with requirements of this Section, metal panels may be fabricated on-site using UL-certified, portable roll-forming equipment if panels are of same profile and warranted by manufacturer to be equal to factory-formed panels. Fabricate according to equipment manufacturer's written instructions and to comply with details shown.
- C. Provide panel profile, including major ribs and intermediate stiffening ribs, if any, for full length of panel.
- D. Fabricate metal panel joints with factory-installed captive gaskets or separator strips that provide a weathertight seal and prevent metal-to-metal contact, and that minimize noise from movements.
- E. Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's recommendations and recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated.

2.5 FINISHES

- A. Panels and Accessories:
 - 1. Two-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent polyvinylidene fluoride (PVDF) resin by weight in color coat.
 - 2. Concealed Finish: White or light-colored acrylic or polyester backer finish.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Miscellaneous Supports: Install subframing, furring, and other miscellaneous panel support members and anchorages according to ASTM C754 and metal panel manufacturer's written recommendations.

3.2 INSTALLATION

- A. Lap-Seam Metal Panels: Fasten metal panels to supports with fasteners at each lapped joint at location and spacing recommended by manufacturer.
 - 1. Lap ribbed or fluted sheets one full rib. Apply panels and associated items true to line for neat and weathertight enclosure.
 - 2. Provide metal-backed washers under heads of exposed fasteners bearing on weather side of metal panels.
 - 3. Locate and space exposed fasteners in uniform vertical and horizontal alignment. Use proper tools to obtain controlled uniform compression for positive seal without rupture of washer.
 - 4. Install screw fasteners with power tools having controlled torque adjusted to compress washer tightly without damage to washer, screw threads, or panels. Install screws in predrilled holes.
 - 5. Flash and seal panels with weather closures at perimeter of all openings.
- B. Watertight Installation:
 - 1. Apply a continuous ribbon of sealant or tape to seal lapped joints of metal panels, using sealant or tape as recommend by manufacturer on side laps of nesting-type panels; and elsewhere as needed to make panels watertight.
 - 2. Provide sealant or tape between panels and protruding equipment, vents, and accessories.
 - 3. At panel splices, nest panels with minimum 6-inch (152-mm) end lap, sealed with sealant and fastened together by interlocking clamping plates.
- C. Accessory Installation: Install accessories with positive anchorage to building and weathertight mounting, and provide for thermal expansion. Coordinate installation with flashings and other components.
- D. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints, and seams that are permanently watertight.

3.3 CLEANING

- A. Remove temporary protective coverings and strippable films, if any, as metal panels are installed, unless otherwise indicated in manufacturer's written installation instructions. On

completion of metal panel installation, clean finished surfaces as recommended by metal panel manufacturer. Maintain in a clean condition during construction.

END OF SECTION 07 42 13.13

SECTION 07 62 00 - SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Formed miscellaneous sheet metal trim and flashing fabrications to cover gaps, joints and where dissimilar material adjoin.

1.2 RELATED SECTIONS

1. Refer to Section 07 52 16 SBS Modified Bitumen Roofing for associated flashings, scuppers, downspouts and trims related to built-up roofing.

1.3 PREINSTALLATION MEETINGS

- A. Refer to front end documents for sample agendas for Roofing Conferences.
- B. Preliminary Conference: Conduct at Project Site at least six weeks prior to anticipated start of roofing activities.
- C. Pre-Installation Conference: Conduct at Project Site within one week of anticipated start of roofing activities.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For sheet metal flashing and trim.
 1. Include plans, elevations, sections, and attachment details.
 2. Distinguish between shop- and field-assembled work.
 3. Include identification of finish for each item.
 4. Include pattern of seams and details of termination points, expansion joints and expansion-joint covers, direction of expansion, roof-penetration flashing, and connections to adjoining work.
- C. Samples: For each exposed product and for each color and texture specified.
- D. Full range of colors available.

1.5 INFORMATIONAL SUBMITTALS

- A. Product certificates.
- B. Product test reports.
- C. Sample warranty.

1.6 CLOSEOUT SUBMITTALS

- A. Maintenance data.

1.7 QUALITY ASSURANCE

- A. Fabricator Qualifications: Employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.
 - 1. For copings and roof edge flashings that are SPRI ES-1 tested, shop shall be listed as able to fabricate required details as tested and approved.
- B. Mockups: Build mockups of individual conditions to verify selections and secure architect's approval to demonstrate aesthetic effects and to set quality standards for fabrication and installation.

1.8 WARRANTY

- A. Special Warranty on Finishes: Manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Finish Warranty Period: 20 years from date of Recommendation of Acceptance.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. General: Sheet metal flashing and trim assemblies shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.
- B. Sheet Metal Standard for Flashing and Trim: Comply with NRCA's "The NRCA Roofing Manual" and SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.
- C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.

2.2 SHEET METALS

- A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.
 - 1. Exposed Coil-Coated Finish:
 - a. Two-Coat Fluoropolymer: AAMA 2605. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 - b. Kynar 500 or Hylar 5000.
 - 2. Color: As selected by Architect from manufacturer's full range.

- B. Galvanized Sheet Steel: Concealed locations to be hot-dipped galvanized sheet steel.
 - 1. Minimum G-90, ASTM A653
 - 2. Approval is required prior to use of any galvanized metal.

2.3 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, solder, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal unless otherwise indicated.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal.
 - 1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
 - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating. Provide metal-backed EPDM or PVC sealing washers under heads of exposed fasteners bearing on weather side of metal.
 - b. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.
 - c. Spikes and Ferrules: Same material as gutter; with spike with ferrule matching internal gutter width.
 - 2. Fasteners for Zinc-Coated (Galvanized) or Aluminum-Zinc Alloy-Coated Steel Sheet: Series 300 stainless steel or hot-dip galvanized steel according to ASTM A 153/A 153M or ASTM F 2329.
- C. Solder:
 - 1. For Zinc-Coated (Galvanized) Steel: ASTM B 32, Grade Sn50, 50 percent tin and 50 percent lead or Grade Sn60, 60 percent tin and 40 percent lead.
- D. Sealant Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch (13 mm) wide and 1/8 inch (3 mm) thick.
- E. Elastomeric Sealant: ASTM C 920, elastomeric polyurethane or silicone polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
- F. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.

2.4 FABRICATION, GENERAL

- A. General: Custom fabricate sheet metal flashing and trim to comply with details shown and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required. Fabricate sheet metal flashing and trim in shop to greatest extent possible.
 - 1. Obtain field measurements for accurate fit before shop fabrication.
 - 2. Form sheet metal flashing and trim to fit substrates without excessive oil canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.

3. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.
- B. Expansion Provisions: Form metal for thermal expansion of exposed flashing and trim.
 1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with butyl sealant concealed within joints.
 2. Use lapped expansion joints only where indicated on Drawings.
- C. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal to provide for proper installation of elastomeric sealant according to cited sheet metal standard.
- D. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
- E. Fabricate cleats and attachment devices of sizes as recommended by cited sheet metal standard for application, but not less than thickness of metal being secured.
- F. Seams: Fabricate nonmoving seams with flat-lock seams. Tin edges to be seamed, form seams, and solder.
- G. Seams in metal copings and parapet caps to be standing seam.
- H. Seams: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use. Rivet joints where necessary for strength.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement.
 1. Use fasteners, solder, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
 2. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
 3. Install sheet metal flashing and trim to fit substrates and to result in weathertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
 4. Space individual cleats (where unable to use continuous cleats) not more than 12 inches (300 mm) apart. Attach each cleat with at least two fasteners. Bend tabs over fasteners.
 5. Install exposed sheet metal flashing and trim with limited oil canning, and free of buckling and tool marks.
 6. Torch cutting of sheet metal flashing and trim is not permitted.
- B. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.

1. Coat concealed side of sheet metal flashing and trim with bituminous coating where flashing and trim contact cementitious construction.
- C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at maximum of 10 feet (3 m) with no joints within 24 inches (600 mm) of corner or intersection.
 1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with sealant concealed within joints.
 2. Use lapped expansion joints only where indicated on Drawings.
- D. Fasteners: Use fastener sizes that penetrate wood blocking or sheathing not less than 1-1/4 inches (32 mm) for nails and not less than 3/4 inch (19 mm) for wood screws.
- E. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.
- F. Seal joints as required for watertight construction. Prepare joints and apply sealants to comply with requirements in Section 079200 "Joint Sealants."

3.2 FLASHING INSTALLATION

- A. General: Install sheet metal flashing and trim to comply with cited sheet metal standards and provide weathertight installation. Provide concealed fasteners where possible, and set units true to line, levels, and slopes. Install work with laps, joints, and seams that are permanently watertight and weather resistant.
- B. Miscellaneous Flashing: Anchor to resist uplift and outward forces according to recommendations in cited sheet metal standard unless otherwise indicated.

3.3 CLEANING AND PROTECTION

- A. Clean and neutralize flux materials. Clean off excess solder.
- B. Clean off excess sealants, leaving no residue as evidence of excess.
- C. Remove temporary protective coverings and/or strippable films as sheet metal flashing and trims as installation progresses unless otherwise indicated in manufacturer's written installation instructions.

END OF SECTION 07 62 00

SECTION 07 92 00 - JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes joint sealants for the following applications:
 - 1. Exterior joints in vertical surfaces and horizontal nontraffic surfaces.
 - 2. Interior joints in vertical surfaces and horizontal nontraffic surfaces
 - 3. Interior perimeter of partitions designated “Sound Wall” on drawings.
- B. See Section 32 13 73 "Concrete Paving Joint Sealants" for sealing joints in traffic areas such as pavements, walkways, curbing, etc.
- C. See Section 08 80 00 "Glazing" for sealants in conjunction with openings.
- D. See Section 07 21 00 “Thermal and Acoustical Insulation” for sealants in conjunction with acoustical treatment of sound walls noted on drawings.

1.2 PERFORMANCE REQUIREMENTS

- A. Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.
- B. Provide joint sealants for interior applications that establish and maintain airtight and water-resistant continuous joint seals without staining or deteriorating joint substrates.

1.3 SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples: For each type and color of joint sealant required, provide Samples with joint sealants in 1/2-inch- (13-mm-) wide joints formed between two 6-inch- (150-mm-) long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.
- C. Preconstruction field test reports.
- D. Compatibility and adhesion test reports.
- E. Product certificates.

1.4 QUALITY ASSURANCE

- A. Preconstruction Compatibility and Adhesion Testing: Submit samples of materials that will contact or affect joint sealants to joint-sealant manufacturers for testing according to manufacturer's standard test method to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
- B. Preconstruction Field-Adhesion Testing: Before installing elastomeric sealants, field test their adhesion to Project joint substrates according to the method in ASTM C 1193 that is appropriate for the types of Project joints.

- C. Mockups: Build mockups incorporating sealant joints, as follows, to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution:
 - 1. Joints in mockups of assemblies specified in other Sections that are indicated to receive elastomeric joint sealants, which are specified by reference to this Section.

1.5 WARRANTY

- A. Special Installer's Warranty: Installer's standard form in which Installer agrees to repair or replace elastomeric joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Two years from date of Recommendation of Acceptance.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products listed in other Part 2 articles.
- B. Products: Subject to compliance with requirements, provide one of the products listed in other Part 2 articles.

2.2 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer, based on testing and field experience.
- B. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.3 ELASTOMERIC JOINT SEALANTS

- A. Elastomeric Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied chemically curing sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.
- B. Stain-Test-Response Characteristics: Where elastomeric sealants are specified to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.
- C. Suitability for Immersion in Liquids. Where elastomeric sealants are indicated for Use I for joints that will be continuously immersed in liquids, provide products that have undergone testing according to ASTM C 1247 and qualify for the length of exposure indicated by reference to ASTM C 920 for Class 1 or 2. Liquid used for testing sealants is deionized water, unless otherwise indicated.
- D. Suitability for Contact with Food: Where elastomeric sealants are indicated for joints that will come in repeated contact with food, provide products that comply with 21 CFR 177.2600.
- E. All sealants suitable for substrate types M, G, A, & O. Class 25, unless noted otherwise.

- 2.4 POLYSULFIDE JOINT SEALANTS: For use where could be in contact with fuels, solvents, or chemicals; exterior application such as trafficways and vehicle parking areas.
- A. Multicomponent Non-sag Polysulfide Sealant:
 - 1. Products:
 - a. Pecora Corporation; Synthacalk GC-2+.
 - b. PolySpec Corp.; Thiokol 2P.
 - c. Sonneborn, Division of ChemRex Inc.; Sonolastic Polysulfide Sealant.
 - B. Multicomponent Nonsag Immersible Polysulfide Sealant:
 - 1. Products:
 - a. Pecora Corporation; GC-2+
 - b. PolySpec Corp.; T-2235-M.
 - C. Multicomponent Pourable Polysulfide Sealant:
 - 1. Products:
 - a. Meadows, W. R., Inc.; Deck-O-Seal.
 - b. Pacific Polymers, Inc.; Elastoseal 227 Type I (Pourable).
 - D. Single-Component Nonsag Polysulfide Sealant:
 - 1. Products:
 - a. Pacific Polymers, Inc.; Elastoseal 230 Type I (Gun Grade).
 - b. Polymeric Systems Inc.; PSI-7000.
- 2.5 SILICONE JOINT SEALANTS: For use where high adhesive qualities and extensive movement is expected; interior or exterior application such as joints between sidewalks and building as well as building expansion joints.
- A. Multicomponent Nonsag Neutral-Curing Silicone Sealant:
 - 1. Products:
 - a. Dow Corning Corporation; 756 H.P.
 - b. Tremco Spectrem 4-TS
 - 2. Class: 50.
 - B. Single-Component Pourable Neutral-Curing Silicone Sealant: For use where vehicle traffic is anticipated.
 - 1. Products:
 - a. Dow Corning Corporation; 890-SL.
 - b. Pecora Corporation; 300 Pavement Sealant (Self Leveling).
 - c. Dow Corning Corporation; SL Parking Structure Sealant.
 - 2. Class: 100/50.
- 2.6 URETHANE JOINT SEALANTS: For use where high adhesive qualities and moderate movement is expected; exterior applications such as around storefront and windows.
- A. Multicomponent Nonsag Urethane Sealant:
 - 1. Products:
 - a. Pecora Corporation; Dynatrol II.
 - b. Tremco; Dymeric 511.

- c. Tremco; Vulkem 922.
 2. Class: 50.
- B. Multicomponent Nonsag Urethane Sealant:
 1. Products:
 - a. Sika Corporation, Inc.; Sikaflex - 2c NS TG.
 - b. Sonneborn, Division of ChemRex Inc.; NP 2.
 - c. Tremco; Vulkem 227.
- C. Multicomponent Nonsag Urethane Sealant:
 1. Products:
 - a. Bostik Findley; Chem-Calk 500.
 - b. Pacific Polymers, Inc.; Elasto-Thane 227 R Type II (Gun Grade).
 - c. Tremco; Dymeric.
 2. Additional Movement Capability: 40 percent movement in extension and 25 percent in compression for a total of 65 percent movement.
- D. Multicomponent Nonsag Urethane Sealant:
 1. Products:
 - a. Pacific Polymers, Inc.; Elasto-Thane 227 Type II (Gun Grade).
 - b. Pecora Corporation; Dynatred.
- E. Multicomponent Nonsag Immersible Urethane Sealant:
 1. Products:
 - a. Pecora Corporation; Dynatred.
 - b. Tremco; Vulkem 227.
 - c. Tremco; Vulkem 322 DS.
- F. Multicomponent Pourable Urethane Sealant:
 1. Products:
 - a. Bostik Findley; Chem-Calk 550.
 - b. Meadows, W. R., Inc.; POURTHANE.
 - c. Pecora Corporation; Urexpan NR-200.
 - d. Tremco; THC-901.
 - e. Pecora Corporation; Urexpan NR 300, Type M.
- G. Multicomponent Pourable Immersible Urethane Sealant:
 1. Products:
 - a. Pacific Polymers, Inc.; Elasto-Thane 227 R Type II (Self Leveling).
 - b. Tremco; Vulkem 245.
- H. Single-Component Nonsag Urethane Sealant:
 1. Products:
 - a. Sika Corporation, Inc.; Sikaflex - 1a.
 - b. Sonneborn, Division of ChemRex Inc.; NP 1.
 - c. Tremco; Vulkem 116.
- I. Single-Component Nonsag Urethane Sealant:
 1. Products:
 - a. Bostik Findley; Chem-Calk 900.

- b. Sika Corporation, Inc.; Sikaflex 15LMg
 - c. Tremco; DyMonic.
2. Class: 50.

2.7 ACOUSTICAL JOINT SEALANTS

- A. Acoustical Sealant: @ all walls designated “Sound Wall” on drawings.

- 1. Products:
 - a. Owens Corning QuietZone, premium silicone acrylic sealant.
 - b. Tremco Acoustical Sealant synthetic rubber sealant.
 - c. Sheetrock Brand Acoustical Sealant, acrylic, latex-based.

2.8 SOLVENT-RELEASE JOINT SEALANTS: For use where high adhesive qualities and high weather resistance is required.

- A. Acrylic-Based Solvent-Release Joint Sealant: Comply with ASTM C 1311 or FS TT-S-00230.

- 1. Products:
 - a. Schnee-Moorehead, Inc.; Acryl-R Acrylic Sealant.
 - b. Tremco; Mono 555.

- B. Butyl-Rubber-Based Solvent-Release Joint Sealant: Comply with ASTM C 1085.

- 1. Products:
 - a. Bostik Findley; Bostik 300.
 - b. Pecora Corporation; BC-158.
 - c. Sonneborn, Division of ChemRex Inc.; Sonneborn Multi-Purpose Sealant.
 - d. Tremco; Tremco Butyl Sealant.

- C. Pigmented Narrow-Joint Sealant: Manufacturer's standard, solvent-release-curing, pigmented, synthetic-rubber sealant complying with AAMA 803.3 and formulated for sealing joints 3/16 inch (5 mm) or smaller in width.

- 1. Products:
 - a. Fuller, H. B. Company; SC-0289.
 - b. Schnee-Morehead, Inc.; SM 5504 Acryl-R Narrow Joint Sealant.

2.9 LATEX JOINT SEALANTS: For use where sealant is to be painted and minimum movement is expected; interior application only.

- A. Latex Sealant: Comply with ASTM C 834, Type O P, Grade NF.

- B. Products:
- 1. Bostik Findley; Chem-Calk 600.
 - 2. Pecora Corporation; AC-20+.
 - 3. Sonneborn, Division of ChemRex Inc.; Sonolac.
 - 4. Tremco; Tremflex 834.

2.10 JOINT-SEALANT BACKING

- A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

- B. Cylindrical Sealant Backings: ASTM C 1330, Type B (bicellular material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance:
- C. Elastomeric Tubing Sealant Backings: Neoprene, butyl, EPDM, or silicone tubing complying with ASTM D 1056, nonabsorbent to water and gas, and capable of remaining resilient at temperatures down to minus 26 deg F (minus 32 deg C). Provide products with low compression set and of size and shape to provide a secondary seal, to control sealant depth, and to otherwise contribute to optimum sealant performance.
- D. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

2.11 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Non-staining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants.
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant.
 - a. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, dry, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air.
 - 2. Remove laitance and form-release agents from concrete.
 - a. Clean nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.
- B. Joint Priming: Prime joint substrates, where recommended in writing by joint-sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

- C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.2 INSTALLATION

- A. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- B. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of sealant backings.
 - 2. Do not stretch, twist, puncture, or tear sealant backings.
 - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- C. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- D. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses in each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- E. Tooling of Non-sag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 - 1. Remove excess sealant from surfaces adjacent to joints.
 - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 - 3. Provide concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.
- F. Installation of Preformed Silicone-Sealant System: Comply with manufacturer's written instructions.
- G. Installation of Preformed Foam Sealants: Install each length of sealant immediately after removing protective wrapping, taking care not to pull or stretch material, producing seal continuity at ends, turns, and intersections of joints. For applications at low ambient temperatures where expansion of sealant requires acceleration to produce seal, apply heat to sealant in compliance with sealant manufacturer's written instructions.
- H. Installation of acoustical sealants:
 - 1. Install continuous bead along edge of drywall track, each side.
- I. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

END OF SECTION 07 92 00

SECTION 09 51 13 - ACOUSTICAL PANEL CEILINGS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes acoustical panels and exposed suspension systems for ceilings.
- B. Products furnished, but not installed under this Section, include anchors, clips, and other ceiling attachment devices to be cast in concrete.

1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified, 6 inches (150 mm) in size.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver acoustical panels, suspension-system components, and accessories to Project site in original, unopened packages and store them in a fully enclosed, conditioned space where they will be protected against damage from moisture, humidity, temperature extremes, direct sunlight, surface contamination, and other causes.
- B. Before installing acoustical panels, permit them to reach room temperature and a stabilized moisture content.
- C. Handle acoustical panels carefully to avoid chipping edges or damaging units in any way.

1.9 MAINTENANCE & EXTRA MATERIALS

- A. Maintenance Instructions: Provide manufacturers standard maintenance and cleaning instructions for all finishes provided.
- B. Extra Materials: Deliver to Owner extra materials described below that match products installed, are packaged with protective covering for storage, and are identified with labels describing contents. Only typical system components are included with attic stock.
 - 1. Acoustical Panels: Full-size units equal to five percent (5 %) of amount installed.
 - 2. Ceiling Suspension System Components: Quantity of each grid and exposed component equal to five percent (5 %) percent of amount installed.

1.5 FIELD CONDITIONS

- A. Environmental Limitations: Do not install acoustical panel ceilings until spaces are enclosed and weatherproof, wet work in spaces is complete and dry, work above ceilings is complete, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.

1. Pressurized Plenums: Operate ventilation system for not less than 48 hours before beginning acoustical panel ceiling installation.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 1. Flame-Spread Index: Comply with ASTM E 1264 for Class A materials.
 2. Smoke-Developed Index: 50 or less.

2.2 ACOUSTICAL PANELS, GENERAL

- A. Source Limitations: Obtain each type of acoustical ceiling panel and supporting suspension system from single source from single manufacturer.
- B. Glass-Fiber-Based Panels: Made with binder containing no urea formaldehyde.
- C. Acoustical Panel Standard: Provide manufacturer's standard panels of configuration indicated that comply with ASTM E 1264 classifications as designated by types, patterns, acoustical ratings, and light reflectances unless otherwise indicated.
- D. Acoustical Panel Colors and Patterns: Match appearance characteristics indicated for each product type.
 1. Where appearance characteristics of acoustical panels are indicated by referencing pattern designations in ASTM E 1264 and not manufacturers' proprietary product designations, provide products selected by Architect from each manufacturer's full range that comply with requirements indicated for type, pattern, color, light reflectance, acoustical performance, edge detail, and size.

2.3 ACOUSTICAL PANELS

- A. Ceiling "ACT": 5/8" thick mineral fiber, smooth, unperforated face, angled tegular; standard 15/16" exposed grid as required; 24" x 24" panels; Class A, 0-25 Flame Spread per ASTM E84.
 1. Basis of Design: match existing fine fissured pattern.
 2. USG Ceilings
 3. CertainTeed Corp.
- B. Classification: Provide panels complying with ASTM E 1264 for type, form, and pattern as follows:
 1. Type and Form: Type III, mineral base with painted finish; as indicated on schedule
 2. Pattern: As indicated by schedule.

2.4 METAL SUSPENSION SYSTEMS, GENERAL

- A. Metal Suspension-System Standard: Provide manufacturer's standard direct-hung metal suspension systems of types, structural classifications, and finishes indicated that comply with applicable requirements in ASTM C 635/C 635M.
- B. Attachment Devices: Size for five times the design load indicated in ASTM C 635/C 635M, Table 1, "Direct Hung," unless otherwise indicated. Comply with seismic design requirements.

1. Power-Actuated Fasteners in Concrete: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other accessory devices for attaching hangers of type indicated and with capability to sustain, without failure, a load equal to 10 times that imposed by ceiling construction, as determined by testing according to ASTM E 1190, conducted by a qualified testing and inspecting agency.

C. Wire Hangers, Braces, and Ties: Provide wires complying with the following requirements:

1. Zinc-Coated, Carbon-Steel Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper.
2. Stainless-Steel Wire: ASTM A 580/A 580M, Type 304, nonmagnetic.
3. Nickel-Copper-Alloy Wire: ASTM B 164, nickel-copper-alloy UNS No. N04400.
4. Size: Select wire diameter so its stress at three times hanger design load (ASTM C 635/C 635M, Table 1, "Direct Hung") will be less than yield stress of wire, but provide not less than 0.135-inch- (3.5-mm-) diameter wire.

2.5 METAL SUSPENSION SYSTEM

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Basis-of-Design Product: Armstrong Prelude XL 15/16". Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 1. Basis of Design: Armstrong World Industries, Inc.
 2. CertainTeed Corp.
 3. USG Interiors, Inc.; Subsidiary of USG Corporation.

2.6 METAL EDGE MOLDINGS AND TRIM

- A. Roll-Formed, Sheet-Metal Edge Moldings and Trim: Type and profile indicated or, if not indicated, manufacturer's standard moldings for edges and penetrations that comply with seismic design requirements; formed from sheet metal of same material, finish, and color as that used for exposed flanges of suspension-system runners.
 1. Provide manufacturer's standard edge moldings that fit acoustical panel edge details and suspension systems indicated and that match width and configuration of exposed runners unless otherwise indicated.
 2. For circular penetrations of ceiling, provide edge moldings fabricated to diameter required to fit penetration exactly.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, including structural framing to which acoustical panel ceilings attach or abut, with Installer present, for compliance with requirements specified in this and other Sections that affect ceiling installation and anchorage and with requirements for installation tolerances and other conditions affecting performance of acoustical panel ceilings.
- B. Examine acoustical panels before installation. Reject acoustical panels that are wet, moisture damaged, or mold damaged.

- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Measure each ceiling area and establish layout of acoustical panels to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width panels at borders, and comply with layout shown on reflected ceiling plans.

3.3 INSTALLATION

- A. General: Install acoustical panel ceilings to comply with ASTM C 636/C 636M and seismic design requirements indicated, according to manufacturer's written instructions and CISCA's "Ceiling Systems Handbook."
- B. Suspend ceiling hangers from building's structural members and as follows:
 - 1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structure or of ceiling suspension system.
 - 2. Splay hangers only where required to miss obstructions; offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
 - 3. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with location of hangers at spacings required to support standard suspension-system members, install supplemental suspension members and hangers in form of trapezes or equivalent devices.
 - 4. Secure wire hangers to ceiling-suspension members and to supports above with a minimum of three tight turns. Connect hangers directly either to structures or to inserts, eye screws, or other devices that are secure and appropriate for substrate and that will not deteriorate or otherwise fail due to age, corrosion, or elevated temperatures.
 - 5. Do not support ceilings directly from permanent metal forms or floor deck. Fasten hangers to cast-in-place hanger inserts, postinstalled mechanical or adhesive anchors, or power-actuated fasteners that extend through forms into concrete.
 - 6. When steel framing does not permit installation of hanger wires at spacing required, install carrying channels or other supplemental support for attachment of hanger wires.
 - 7. Do not attach hangers to steel deck tabs.
 - 8. Do not attach hangers to steel roof deck. Attach hangers to structural members.
 - 9. Space hangers not more than 48 inches (1200 mm) o.c. along each member supported directly from hangers unless otherwise indicated; provide hangers not more than 8 inches (200 mm) from ends of each member.
 - 10. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced standards and publications.
- C. Secure bracing wires to ceiling suspension members and to supports with a minimum of four tight turns. Suspend bracing from building's structural members as required for hangers, without attaching to permanent metal forms, steel deck, or steel deck tabs. Fasten bracing wires into concrete with cast-in-place or postinstalled anchors.
- D. Install edge moldings and trim of type indicated at perimeter of acoustical ceiling area and where necessary to conceal edges of acoustical panels.
 - 1. Screw attach moldings to substrate at intervals not more than 16 inches (400 mm) o.c. and not more than 3 inches (75 mm) from ends, leveling with ceiling suspension system to a tolerance of 1/8 inch in 12 feet (3.2 mm in 3.6 m). Miter corners accurately and connect securely.
 - 2. Do not use exposed fasteners, including pop rivets, on moldings and trim.

- E. Install suspension-system runners so they are square and securely interlocked with one another. Remove and replace dented, bent, or kinked members.
- F. Install acoustical panels with undamaged edges and fit accurately into suspension-system runners and edge moldings. Scribe and cut panels at borders and penetrations to provide a neat, precise fit.
 - 1. Arrange directionally patterned acoustical panels as follows:
 - a. As indicated on reflected ceiling plans.
 - 2. For square-edged panels, install panels with edges fully hidden from view by flanges of suspension-system runners and moldings.
 - 3. For reveal-edged panels on suspension-system runners, install panels with bottom of reveal in firm contact with top surface of runner flanges.
 - 4. For reveal-edged panels on suspension-system members with box-shaped flanges, install panels with reveal surfaces in firm contact with suspension-system surfaces and panel faces flush with bottom face of runners.
 - 5. Paint cut edges of panel remaining exposed after installation; match color of exposed panel surfaces using coating recommended in writing for this purpose by acoustical panel manufacturer.

3.4 CLEANING

- A. Clean exposed surfaces of acoustical panel ceilings, including trim, edge moldings, and suspension-system members. Comply with manufacturer's written instructions for cleaning and touchup of minor finish damage. Remove and replace ceiling components that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

END OF SECTION 09 51 13

SECTION 09 91 00 – PAINTING

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. The extent of painting work is shown on drawings and schedules, and as herein specified.
- B. The work includes painting and finishing of interior and exterior exposed items and surfaces throughout project, except as otherwise indicated.
 - 1. Surface preparation, priming and coats of paint specified are in addition to shop-priming and surface treatment specified under other sections of work.
- C. The work includes field painting of exposed bare and covered pipes and ducts (including color coding), and of hangers, exposed steel and iron work, and primed metal surfaces of equipment installed under mechanical and electrical work, except as otherwise indicated.
- D. "Paint" as used herein means all coating systems materials, including primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime intermediate or finish coats.
- E. Paint exposed surfaces whether or not colors are designated in "schedules", except where natural finish of material is specifically noted as a surface not to be painted. Where items or surfaces are not specifically mentioned, paint same as adjacent similar materials or areas. If color or finish is not designated, Architect will select these from standard colors available for materials systems specified.
- F. Pre-Finished Items: Unless otherwise indicated, do not include painting when factory-finishing or installer finishing is specified for such items as (but not limited to) toilet enclosures, prefinished partition systems, acoustic materials, architectural woodwork and casework, finished mechanical and electrical equipment including light fixtures, switchgear and distribution cabinets, elevator entrance frames, doors and equipment.
- G. Concealed Surfaces: Unless otherwise indicated, such as back priming of all exterior wood trim, painting is not required on surfaces such as walls or ceiling in concealed areas and generally inaccessible areas, foundation spaces, furred areas, utility tunnels, pipe spaces, duct shafts and elevator shafts.
- H. Finished Metal Surfaces: Metal surfaces of anodized aluminum, stainless steel, chromium plate, copper, bronze and similar finished materials will not require finish painting, unless otherwise indicated.
- I. Operating Parts and Labels: Moving parts of operating units, mechanical and electrical parts, such as valve and damper operators, linkages, sinkages, sensing devices, motor and fan shafts will not require finish painting, unless otherwise indicated. Do not paint over any code-required labels, such as Underwriters Laboratories and Factory Mutual, or any equipment identification, performance rating, name or nomenclature panels.
- J. Refer to Section 03 35 43 Polished Concrete for staining and finishing of concrete floor.

1.2 SUBMITTALS

- A. Product Data: Submit manufacturer's technical information including paint label analysis and application instructions for each material proposed for use.
- B. Schedule of painting systems for each condition and substrate material.
- C. Samples: Submit samples for Architect's review of color and texture only. Provide a listing of material and application for each coat of each finish sample. Include indication of all coats specified.
 - 1. On 12"x 12" representative of actual material to be painted, provide two samples of each color and material, with texture to simulate actual conditions. Resubmit samples as requested by Architect until acceptable sheen, color, and texture is achieved.
- D. Coating Maintenance Manual: Upon conclusion of the project, the Contractor or paint manufacturer/supplier shall furnish a coating maintenance manual, such as Sherwin-Williams "Custodian Project Color and Product Information" report or equal. Manual shall include an Area Summary with finish schedule, Area Detail designating where each product/color/finish was used, product data pages, Material Safety Data Sheets, care and cleaning instructions, touchup procedures, and color samples of each color and finish used.

1.3 DELIVERY AND STORAGE

- A. Deliver materials to job site in original, new and unopened packages and containers bearing manufacturer's name and label, and following information.
- B. Name or title of material. Color name and number.

1.4 JOB CONDITIONS

- A. Apply water-base paints only when temperature of surfaces to be painted and surrounding air temperatures are between 50 degrees F (10 degrees C.) And 90 Degrees F (32 degrees C.) Unless otherwise permitted by paint manufacturer's printed instructions.
- B. Apply solvent-thinned paints only when temperature of surfaces to be painted and surrounding air temperatures are between 45 degrees F (7 degrees C.) And 95 degrees F (35 degrees C.), unless otherwise permitted by paint manufacturer's printed instruction.
- C. DO NOT APPLY PAINT in snow, rain, fog or mist; or when relative humidity exceeds 85% or damp or wet surfaces: Unless otherwise permitted by paint manufacturer's printed instructions. Painting may be continued during inclement weather if areas and surfaces to be painted are closed-in and heated within temperature limits specified by paint manufacturer during application and drying periods.
- D. Paint Coordination: Provide finish coats which are compatible with prime paints used. Review other sections of these specification in which prime paints are to be provided to ensure compatibility of total coatings system for various substrates. Upon request from other trades, furnish information on characteristics of finish materials proposed for use, to ensure compatible prime coats are used. Provide barrier coats over incompatible primers or remove and re-prime as required. Notify Architect in writing of any anticipated problems using specified coating systems with substrates primed by others.

PART 2 - PRODUCTS

2.1 MATERIAL QUALITY

- A. Provide best quality grade of various types of coating as regularly manufactured by acceptable paint materials manufacturers. Materials not displaying manufacturer's identification as a standard, best-grade product will not be acceptable.
 - 1. Proprietary names used to designate colors or materials are not intended to imply that products of named manufacturers are required to exclusion of equivalent products of other manufacturers.
 - 2. Federal Specifications establish minimum acceptable quality for paint materials. Provide written certification from paint manufacturer that materials provided meet or exceed these minimums.
 - 3. Manufacturer's products which comply with coating qualitative requirements of applicable Federal Specifications, yet differ in quantitative requirements, may be considered for use when acceptable to Architect. Furnish material data and manufacturer's certificate of performance to Architect for any proposed substitutions.
- B. Provide undercoat paint produced by same manufacturer as finish coats. Use only thinners approved by paint manufacturer, and use only within recommended limits.
- C. Paint Coordination: Provide finish coats which are compatible with prime
- D. A "Schedule of Paint Systems" is at the end of this section.

2.2 MAINTENANCE MATERIALS

- A. Provide minimum of one unopened gallon, for each type and color of paint used in the project.

PART 3 -EXECUTION

3.1 INSPECTION: Applicator must examine areas and conditions under which painting work is to be applied and notify Contractor in writing of conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to Applicator's acceptance of surfaces and conditions within any particular area. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to formation of a durable, homogeneous paint film.

3.2 SURFACE PREPARATION

- A. General: Perform preparation and cleaning procedures in accordance with paint manufacturer's instructions and as herein specified for each particular substrate condition. Remove hardware, hardware accessories, machined surfaces, plates, lighting fixtures, and similar items in place and not to be finish-painted, or provide surface-applied protection sheeting prior to surface preparation and painting operations. Remove, if necessary, items within space for unencumbered painting of each space or area; reinstall removed items when operations are complete. Clean surfaces to be painted before applying paint or surface treatments. Remove oil and grease prior to mechanical cleaning. Program cleaning so that will not fall onto wet, newly-painted surfaces.
- B. Cementitious Materials: Prepare Cementitious surfaces of concrete and fiber-cement board to be painted by removing efflorescence, chalk, dust, dirt, grease, oils and by roughening as required to remove glaze. Determine alkalinity and moisture content of surfaces to be painted by performing appropriate tests. If surfaces are found to be sufficiently alkaline to cause blistering and burning of finish paint, correct this condition before application of paint.

Do not paint over surfaces where moisture content exceeds that permitted in manufacturer's printed directions.

- E. Wood:
 - 1. Clean wood surfaces to be painted of dirt, oil, or other foreign substances with scrapers, mineral spirits, and sandpaper, as required.
 - 2. Sandpaper smooth those finished surfaces exposed to view, and wipe dust from surface. Scrape and clean small, dry, seasoned knots and apply a thin coat of white shellac or other recommended knot sealer, before application of priming coat. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood-filler. Sandpaper smooth when dried.
 - 3. Prime, stain or seal wood required to be job-painted immediately upon delivery to job. Prime edges, ends, faces-undersides, and backsides of such wood, including cabinets, counters, cases, paneling.
 - 4. When transparent finish is required, use spar varnish for back-priming.
 - 5. Back-prime paneling on interior partitions only where masonry plaster, or other wet wall construction occurs on backside.
 - 6. Seal tops, bottoms, and cut-outs of un-primed wood doors with a heavy coat of varnish or equivalent sealer immediately upon delivery to job.
- F. Galvanized Surfaces: Clean surfaces with non-petroleum based solvent to be free of oil, laitence and surface contamination.

3.3 MATERIALS PREPARATION

- A. Mix and prepare painting materials in accordance with manufacturer's directions.
- B. Store materials which are not in actual use in tightly covered containers. Maintain used containers in storage. Mixing of paint must be in a clean condition, free of foreign materials and residue.
- C. Stir materials before application to produce a mixture of uniform density, and stir as required during application. Do not stir surface film into material. Remove film if necessary and strain material before using.

3.4 APPLICATION

- A. General: Apply paint in accordance with manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied.
 - 1. Apply additional coats when undercoats, stains or other conditions show through final coat of paint, until paint film is of uniform finish, color and appearance. Give special attention to insure that surfaces, including edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
 - 2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Paint surfaces behind permanently-fixed equipment or furniture with prime coat only before final installation of equipment.
 - 3. Paint interior surfaces of ducts, where visible through registers or grilles, with flat, non-specular black paint.
 - 4. Paint access panels, and removable or hinged covers to match exposed surfaces.
 - 5. Finish exterior doors on tops, bottoms and side edges same as exterior faces, unless otherwise indicated.
 - 6. Sand lightly between each succeeding enamel or varnish coat.
 - 7. Omit first coat (primer) on metal surfaces which have been shop-primed and touch-up painted, unless otherwise indicated.
- B. Scheduling Painting: Apply first-coat material to surfaces that have been cleaned, pre-treated or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
- C. Allow sufficient time between successive coatings to permit proper drying. Do not re-coat

until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.

- D. Minimum Coating Thickness: Apply materials at not less than manufacturer's recommended spreading rate, to establish a total dry film thickness as indicated or, if not indicated, as recommended by coating manufacturer.
- E. Prime Coats: Apply prime coat of material which is required to be painted or finished, and which has not been prime coated by others.
- F. Re-coat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat to assure a finish coat with no burn-through or other defects due to insufficient sealing.
- G. Pigmented (Opaque) Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance and coverage. Cloudiness, color spotting, holidays, laps, brush marks, runs, sags, ropiness or other surface imperfections will not be acceptable.
- H. Transparent (Clear) Finishes: Use multiple coats to produce glass-smooth surface film of even luster. Provide a finish free of laps, cloudiness, color irregularity, runs brush marks, orange peel, nail holes, or other surface imperfections.
- I. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish or repaint work not in compliance with specified requirements.
- J. Stained or clear sealed finished wood:
 - 1. Apply sanding sealer to raise grain and sand smooth to produce flat and smooth surface.
 - 2. Apply successive coats of polyurethane varnish, allow to completely dry before light sanding to produce smooth, flat surface, free of sanding marks, scratches, etc.

3.5 FIELD QUALITY CONTROL

- A. The right is reserved by Owner to invoke material testing procedure at any time, and any number of times during period of field painting.

3.6 CLEAN-UP AND PROTECTION

- A. Clean-Up: During progress of work remove from site discarded paint materials, rubbish, cans and rags at end of each work day.
- B. Upon completion of painting work, clean window glass and other paint-spattered surfaces. Remove spattered paint by proper methods of washing and scraping using care not to scratch or otherwise damage finished surfaces.
- C. Protection: Protect work of other trades, whether to be painted or not, against damage by painting and finishing or work. Correct any damage by cleaning, repairing or replacing, and repainting, as acceptable to Architect.
- D. Provide "Wet Paint" signs as required to protect newly-painted finishes. Remove temporary protective wrappings provided by others for protection of their work, after completion of painting operations.
- E. At the completion of work of other trades, touch-up and restore all damaged or defaced painted surfaces.

3.7 EXTERIOR PAINT SCHEDULE

- A. General: Provide the following paint systems for the various substrates, as indicated.
- B. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated or comparable product by one of the following:
 - 1. Sherwin-Williams (S-W)
 - 2. Pittsburg Paints (PPG).
 - 3. Master Coating Technologies, Inc. (Scuffmaster)

- C. FERROUS GALVANIZED METAL (Door Frames & Miscellaneous Metal):
High Performance Urethane Modified Alkyd Semi-Gloss Finish: 2 Finish coats over primer.
- 1st Coat: S-W: Pro Industrial Pro-Cryl Universal Acrylic Primer, B66W00310.
PPG: Pitt-Tech Plus Interior Exterior DTM Industrial Primer, 90-912
- 2nd Coat: S-W: Pro Industrial Waterbased Alkyd Urethane SG Finish, B53-1150 Series.
PPG: SpeedHide Int/Ext Urethane Modified Gloss Oil, 6-270 Series.
- 3rd Coat: S-W: Pro Industrial Waterbased Alkyd Urethane SG Finish, B53-1150 Series.
PPG: SpeedHide Int/Ext Urethane Modified Gloss Oil, 6-270 Series.
- D. EXPOSED EXTERIOR BEAMS and/or COLUMNS
High Performance Acrylic Semi-Gloss Finish 2 finish coats over primer.
- 1st Coat: S-W: Pro-Cryl Universal Primer, B66W310.
PPG: Pitt-Tech Plus Interior Exterior DTM Industrial Primer, 90-912
- 2nd Coat: S-W: SherCryl HPA Acrylic S.G. Finish, B66W351.
PPG: Pitt-Tech Plus S/G, 90-1210 Series.
- 3rd Coat: S-W: SherCryl HPA Acrylic S.G. Finish, B66W351.
PPG: Pitt-Tech Plus S/G, 90-1210 Series.
- E. FIBER-CEMENT BOARDS or PANELS (if not Factory-Finished)
High Performance Acrylic Low Sheen Finish: 2 Finish coats over primer.
- 1st Coat: S-W: Loxon Concrete & Masonry Primer, A24W8300 (8 mils wet, 3.2 dry)
PPG: Perma-Crete Interior/Exterior Alkali Resistant Primer, 4-603.
- 2nd Coat: S-W: Pro Industrial High Performance Acrylic – Eg-Shel B66-660 series
PPG: Pitt-Tech Plus Satin, 90-1110 Series.
- 3rd Coat: S-W: Pro Industrial High Performance Acrylic – Eg-Shel B66-660 series
PPG: Pitt-Tech Plus Satin, 90-1110 Series.
- F. POLY-ASH SIDING AND TRIM
High Performance Acrylic Low Sheen Finish: 2 Finish coats over primer.
- 1st Coat: S-W: Loxon Concrete & Masonry Primer, A24W8300 (8 mils wet, 3.2 dry)
PPG: Perma-Crete Interior/Exterior Alkali Resistant Primer, 4-603.
- 2nd Coat: S-W: Pro Industrial High Performance Acrylic – Eg-Shel B66-660 series
PPG: Pitt-Tech Plus Satin, 90-1110 Series.
- 3rd Coat: S-W: Pro Industrial High Performance Acrylic – Eg-Shel B66-660 series
PPG: Pitt-Tech Plus Satin, 90-1110 Series.

3.8 INTERIOR PAINT SCHEDULE

General: Provide the following paint systems for the various interior substrates:

- A. DRYWALL (Typical)
- 1st Coat: S-W: ProMar 200 Zero VOC Interior Latex Primer, B28W02600
PPG: Speedhide 6 Series Acrylic Primer
- 2nd Coat: S-W: Pro Industiral Waterbased Catalyzed Epoxy Eg-Shel, B73-360 Series
PPG: Pitt-Glaze 16-901/902 Series Acrylic Epoxy
- 3rd Coat: S-W: Pro Industiral Waterbased Catalyzed Epoxy Eg-Shel, B73-360 Series
PPG: Pitt-Glaze 16-901/902 Series Acrylic Epoxy
- B. DRYWALL (Corridors) Two-component polyurethane-fortified coating and cross-linker.
- 1st Coat: Primer - Scuffmaster Primemaster Primer/Sealer; sand after dry, and wipe all sanding dust from surface.

- S-W: ProMar 200 Zero VOC Interior Primer, B28W2600 Series
- 2nd Coat: Base - Scuffmaster Premium-Coat 200 (color as selected)
 - S-W: Pro Industrial PreCatalyzed Waterbased Epoxy Eg-Shel, K45W00151
- 3rd Coat: Finish - Scuffmaster ScrubTough (color as selected) applied to match finish standard; eggshell finish.
 - S-W: Pro Industrial Waterbased Catalyzed Epoxy Eg-Shel, B73-360 Series

C. FERROUS GALVANIZED METAL

High Performance Acrylic Semi-Gloss Finish over primer.

- 1st Coat: S-W: Pro-Cryl Universal Primer, B66W310.
 - PPG: Pitt-Tech Plus Interior Exterior DTM Industrial Primer, 90-912
- 2nd Coat: S-W: Pro Industrial Waterbased Alkyd Urethane SG Finish, B53-1150 Series.
 - PPG: SpeedHide Int/Ext Urethane Modified Gloss Oil, 6-270 Series.
- 3rd Coat: S-W: Pro Industrial Waterbased Alkyd Urethane SG Finish, B53-1150 Series.
 - PPG: SpeedHide Int/Ext Urethane Modified Gloss Oil, 6-270 Series.

D. INTERIOR WOOD - PAINTED

Water-Based Eg Shell Epoxy Finish: 2 Finish coats over primer.

- 1st Coat: S-W: Premium Wall & Wood Primer, B28W8111
 - PPG: Seal Grip Primeline Wood Undercoat,17-9517.
- 2nd Coat: S-W: Pro Industrial Waterbased Catalyzed Epoxy Eg-Shel, B73-360 Series
 - PPG: Pitt-Glaze 16-901/902 Series Acrylic Epoxy
- 3rd Coat: S-W: Pro Industrial Waterbased Catalyzed Epoxy Eg-Shel, B73-360 Series
 - PPG: Pitt-Glaze 16-901/902 Series Acrylic Epoxy

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