

# ENGINEERING ANNEX ROOF REPLACEMENT UNIVERSITY OF NEW ORLEANS

State of Louisiana Facility Planning & Control State Project No.: 01-107-24-05, F.01004598 UNO BTB 2858, SP5286

# **BID DOCUMENTS**



HOLLY & SMITH ARCHITECTS

H/S PROJECT NO.: 22054 February 7, 2025

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#### **ADVERTISEMENT FOR BIDS**

Sealed bids will be received at the University of New Orleans Purchasing Office, Administration Annex Building, Room 1004G, New Orleans, LA 70148. The deadline for receipt of bids is 2:00 PM, **Wednesday, April 30, 2025**, at which time bids will be publicly opened and read aloud in a public meeting in the Administration Building, Conference Room 101 for the following:

#### FOR: Engineering Annex Roof Replacement 1<sup>st</sup> Floor University of New Orleans New Orleans, Louisiana UNO BTB 2858, SP5286

#### PROJECT NUMBER: 01-107-24-05, F.01004598

Complete Bid Documents for this project are available in electronic form. They may be obtained without charge and without deposit from **Holly & Smith Architects**, **APAC**. Printed copies are not available from the Designer, but arrangements can be made to obtain them through most reprographic firms. Plan holders are responsible for their own reproduction costs. Questions about this procedure shall be directed to the Designer at:

#### Holly & Smith Architects, APAC 2302 Magazine St., New Orleans, LA 70130 504.585-1315 ray@hollyandsmith.com

All bids shall be accompanied by bid security in an amount of five percent (5.0%) of the sum of the base bid and all alternates. The form of this security shall be as stated in the Instructions to Bidders included in the Bid Documents for this project.

The successful Bidder shall be required to furnish a Performance and Payment Bond written as described in the Instructions to Bidders included in the Bid Documents for this project.

#### A PRE-BID CONFERENCE WILL BE HELD

#### at <u>10:00 am on Thursday, April 17, 2025 at University of New Orleans, Engineering Auditorium, Room 101, 2000</u> Lakeshore Drive, New Orleans, LA <u>70148</u>

Bids shall be accepted from Contractors who are licensed under LA. R.S. 37:2150-2192 for the classification of **Building Construction** or **Roofing and Sheet Metal/Siding**. Bidder is required to comply with provisions and requirements of LA R.S. 38:2212(B)(5). No bid may be withdrawn for a period of forty-five (45) days after receipt of bids, except under the provisions of LA. R.S. 38:2214.

The Owner reserves the right to reject any and all bids for just cause. In accordance with La. R.S. 38:2212(B)(1), the provisions and requirements of this Section; and those stated in the bidding documents shall not be waived by any entity.

University of New Orleans is a participant in the Small Entrepreneurship (SE) Program (the Hudson Initiative) and the Veteran-Owned and Service-Connected Disabled Veteran-Owned (LaVet) Small Entrepreneurships Program. Bidders are encouraged to consider participation. Information is available from the University of New Orleans Purchasing Office.

If you have a disability and would like to request an accommodation in order to participate in this meeting, please contact Melanie Champagne at <u>mmchamp2@uno.edu</u> or (504) 280-3237 as soon as possible but no later than 48 hours before the scheduled meeting.

# **INSTRUCTIONS TO BIDDERS**

#### **COMPLETION TIME:**

The Bidder shall agree to fully complete the contract within (<u>90</u>) consecutive calendar days, subject to such extensions as may be granted under Paragraph 8.3, in the General Conditions and the Supplementary Conditions, and acknowledges that this construction time will start on or before the date specified in the written "Notice to Proceed" from the Owner.

#### LIQUIDATED DAMAGES:

The Bidder shall agree to pay as Liquidated Damages the amount of <u>Three hundred Dollars (\$300.00)</u> for each consecutive calendar day for which the work is not complete, beginning with the first day beyond the contract completion date stated on the "Notice to Proceed" or as amended by change order.

## **ARTICLE 1**

#### DEFINITIONS

1.1 The Bid Documents include the following:

Advertisement for Bids Instructions to Bidders Bid Form Bid Bond General Conditions of the Contract for Construction. AIA Document A201, 2017 Edition Supplementary Conditions Contract Between Owner and Contractor and Performance and Payment Bond Affidavit User Agency Documents (if applicable) Change Order Form Partial Occupancy Form Recommendation of Acceptance Asbestos Abatement (if applicable) Other Documents (if applicable) Specifications & Drawings Addenda issued during the bid period and acknowledged in the Bid Form

1.2 All definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201 and the Supplementary Conditions are applicable to the Bid Documents.

1.3 Addenda are written and/or graphic instruments issued by the Architect prior to the opening of bids, which modify or interpret the Bid Documents by additions, deletions, clarifications, corrections and prior approvals.

1.4 A bid is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein supported by data called for by the Bid Documents.

1.5 Base bid is the sum stated in the bid for which the Bidder offers to perform the work described as the base, to which work may be added, or deleted for sums stated in alternate bids.

1.6 An alternate bid (or alternate) is an amount stated in the bid to be added to the amount of the base bid if the corresponding change in project scope or materials or methods of construction described in the Bid Documents is accepted.

1.7 A Bidder is one who submits a bid for a prime Contract with the Owner for the work described in the Bid Documents.

1.8 A Sub-bidder is one who submits a bid to a Bidder for materials and/or labor for a portion of the work.

1.9 Where the word "Architect" is used in any of the documents, it shall refer to the Prime Designer of the project, regardless of discipline.

#### **ARTICLE 2**

#### PRE-BID CONFERENCE

2.1 A Pre-Bid Conference shall be held at least 10 days before the date for receipt for bids. The Architect shall coordinate the setting of the date, time and place for the Pre-Bid Conference with the User Agency and shall notify in writing the Owner and all who have received sets of the Bid Documents to

attend. The purpose of the Pre-Bid Conference is to familiarize Bidders with the requirements of the Project and the intent of the Bid Documents, and to receive comments and information from interested Bidders. If the Pre-Bid Conference is stated in the Advertisement for Bids to be a Mandatory Pre-Bid Conference, bids shall be accepted only from those bidders who attend the Pre-Bid Conference. Contractors who are not in attendance for the **entire** Pre-Bid Conference will be considered to have not attended.

2.2 Any revision of the Bid Documents made as a result of the Pre-Bid Conference shall not be valid unless included in an addendum.

#### ARTICLE 3

#### BIDDER'S REPRESENTATION

3.1 Each Bidder by making his bid represents that:

3.1.1 He has read and understands the Bid Documents and his bid is made in accordance therewith.

3.1.2 He has visited the site and has familiarized himself with the local conditions under which the work is to be performed.

3.1.3 His bid is based solely upon the materials, systems and equipment described in the Bid Documents as advertised and as modified by addenda.

3.1.4 His bid is not based on any verbal instructions contrary to the Bid Documents and addenda.

3.1.5 He is familiar with Code of Governmental Ethics requirement that prohibits public servants and/or their immediate family members from bidding on or entering into contracts; he is aware that the Designer and its principal owners are considered Public Servants under the Code of Governmental Ethics for the limited purposes and scope of the Design Contract with the State on this Project (see Ethics Board Advisory Opinion, No. 2009-378 and 2010-128); and neither he nor any principal of the Bidder with a controlling interest therein has an immediate family relationship with the Designer or any principal within the Designer's firm (see La. R.S.

42:1113). Any Bidder submitting a bid in violation of this clause shall be disqualified and any contract entered into in violation of this clause shall be null and void.

3.2 The Bidder must be fully qualified under any State or local licensing law for Contractors in effect at the time and at the location of the work before submitting his bid. In the State of Louisiana, Revised Statutes 37:2150, et seq. will be considered, if applicable.

The Contractor shall be responsible for determining that all of his Sub-bidders or prospective Subcontractors are duly licensed in accordance with law.

#### **ARTICLE 4**

#### **BID DOCUMENTS**

4.1 Copies

4.1.1 Bid Documents may be obtained from the Architect for a deposit as stated in the Advertisement for Bids. The deposit will be refunded as stated in the Advertisement for Bids. <u>No deposits will be refunded on Bid Documents returned later than ten days after receipt of bids.</u>

4.1.1.2 As an alternative method of distribution, the Designer may provide the Bid Documents in electronic format. They may be obtained without charge and without deposit as stated in the Advertisement for Bids.

4.1.1.2.1 If electronic distribution is available, printed copies will not be available from the Designer, but arrangements can be made to obtain them through most reprographic firms and/or plan rooms.

4.1.1.2.2 If electronic distribution is available, the reproduction cost on the first paper plan set acquired by bona fide prime bidders will be fully refunded by the Designer upon delivery of the documents to the Designer in good condition no later than ten days after receipt of bids.

4.1.1.2.3 If electronic distribution is available, all other plan holders are responsible for their own reproduction costs.

4.1.2 Complete sets of Bid Documents shall be used in preparing bids; neither the Owner nor the Architect assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

4.1.3 The Owner or Architect in making copies of the Bid 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.

4.2 Interpretation or Correction of Bid Documents

4.2.1 Bidders shall promptly notify the Architect of any ambiguity, inconsistency or error which they may discover upon examination of the Bid Documents or of the site and local conditions.

4.2.2 Bidders requiring clarification or interpretation of the Bid Documents shall make a written request to the Architect, to reach him at least seven days prior to the date for receipt of bids.

4.2.3 Any interpretation, correction or change of the Bid Documents will be made by addendum. Interpretations, corrections or changes of the Bid Documents made in any other manner will not be binding and Bidders shall not rely upon such interpretations, corrections and changes.

4.3 Substitutions

4.3.1 The materials, products and equipment described in the Bid Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitutions shall be allowed after bids are received.

4.3.2 No substitution will be considered unless written request for approval has been submitted by the Proposer and has been received by the Architect at least fourteen (14) working days prior to the opening of bids. (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 a complete description of the proposed substitute including model numbers, drawings, cuts. performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. It shall be the responsibility of the proposer to include in his proposal all changes required of the Bid Documents if the proposed product is used. Prior approval, if given, is contingent upon supplier being responsible for any costs which may be necessary to modify the space or facilities needed to accommodate the materials and equipment approved.

4.3.3 If the Architect approves any proposed substitution, such approval shall be set forth in an addendum. Bidders shall not rely upon approvals made in any other manner.

4.4 Addenda

4.4.1 Addenda will be transmitted to all who are known by the Architect to have received a complete set of Bid Documents.

4.4.2 Copies of addenda will be made available for inspection wherever Bid Documents are on file for that purpose.

4.4.3 Except as described herein, addenda shall not be issued within a period of seventy-two (72) hours prior to the advertised time for the opening of bids, excluding Saturdays, Sundays, and any other legal holidays. If the necessity arises of issuing an addendum modifying plans and specifications within the seventy-two (72) hour period prior to the advertised time for the opening of bids, then the opening of bids shall be extended at least seven but no more than twenty-one (21) working days, without the requirement of re-advertising. University of New Orleans shall be consulted prior to issuance of such an addendum and shall approve such issuance. The revised time and date for the opening of bids shall be stated in the addendum.

4.4.4 Each Bidder shall ascertain from the Architect prior to submitting his bid that he has received all addenda issued, and he shall acknowledge their receipt on the Bid Form.

4.4.5 The Owner shall have the right to extend the bid date by up to (30) thirty days without the requirement of re-advertising. Any such extension shall be made by addendum issued by the Architect.

## ARTICLE 5

#### BID PROCEDURE

5.1 Form and Style of Bids

5.1.1 Bids shall be submitted on the Louisiana Uniform Public Work Bid Form provided by the Architect for this project.

5.1.2 The Bidder shall ensure that all applicable blanks on the bid form are completely and accurately filled in.

5.1.3 Bid sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written words shall govern.

5.1.4 Any interlineation, alteration or erasure must be initialed by the signer of the bid or his authorized representative.

5.1.5 Bidders are cautioned to complete all alternates should such be required in the Bid Form. Failure to submit alternate prices will render the bid non responsive and shall cause its rejection.

5.1.6 Bidders are cautioned to complete all unit prices should such be required in the Bid Form. Unit prices represent a price proposal to do a specified quantity and quality of work. Unit prices are incorporated into the base bid or alternates, as indicated on the Unit Price Form, but are not the sole components thereof.

5.1.7 Bidder shall make no additional stipulations on the Bid Form nor qualify his bid in any other manner.

5.1.8 Written evidence of the authority of the person signing the bid for the public work shall be submitted in accordance with La. R.S. 38:2212 (B)(5).

5.1.9 On any bid in excess of fifty thousand dollars (\$50,000.00), the Contractor shall certify that he is licensed under La. R.S. 37: 2150-2173 and show his license number on the bid above his signature or his duly authorized representative.

5.2 Bid Security

5.2.1 No bid shall be considered or accepted unless the bid is accompanied by bid security in an

amount of five percent (5.0%) of the base bid and all alternates.

The bid security shall be in the form of a certified check or cashier's check drawn on a bank insured by the Federal Deposit Insurance Corporation, or a Bid Bond written by a surety company licensed to do business in Louisiana and signed by the surety's agent or attorney-in-fact. The Bid Bond shall be written on the Bid Bond Form, and the surety for the bond must meet the qualifications stated thereon. The Bid Bond shall include the legal name of the bidder be in favor of the State of Louisiana, University of New Orleans and shall be accompanied by appropriate power of attorney. The Bid Bond must be signed by both the bidder/principal and the surety in the space provided on the Bid Bond Form. Failure by the bidder/principal or the surety to sign the bid bond shall result in the rejection of the bid.

Bid security furnished by the Contractor shall guarantee that the Contractor will, if awarded the work according to the terms of his proposal, enter into the Contract and furnish Performance and Payment Bonds as required by these Bid Documents, within fifteen (15) days after written notice that the instrument is ready for his signature.

Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as penalty.

5.2.2 The Owner will have the right to retain the bid security of Bidders until either (a) the Contract has been executed and bonds have been furnished, or (b) the specified time has elapsed so that bids may be withdrawn, or (c) all bids have been rejected.

5.3 Submission of Bids

5.3.1 The Bid shall be sealed in an opaque envelope. The bid envelope shall be identified on the outside with the name of the project, and the name, address, and license number of the Bidder.

The envelope shall not contain multiple bid forms, and will be received until the time specified and at the place specified in the Advertisement for Bids. It shall be the specific responsibility of the Bidder to deliver his sealed bid to the University of New Orleans at the appointed place and prior to the announced time for the opening of bids. Late delivery of a bid for any reason, including late delivery by United States Mail, or express delivery, shall disqualify the bid. If the bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "Bid Enclosed" on the face thereof. Such bids shall be sent by Registered or Certified Mail, Return Receipt Requested, addressed to: University of New Orleans - Purchasing

Suite 1004, Room G Administration Annex Building 2000 Lakeshore Drive New Orleans, Louisiana 70148

Bids sent by express delivery shall be delivered to: University of New Orleans - Purchasing Suite 1004, Room G Administration Annex Building 6652 Milneburg Road New Orleans, Louisiana 70148

5.3.2 Bids shall be deposited at the designated location prior to the time on the date for receipt of bids indicated in the Advertisement for Bids, or any extension thereof made by addendum. Bids received after the time and date for receipt of bids will be returned unopened.

5.3.3 Bidder shall assume full responsibility for timely delivery at location designated for receipt of bids.

5.3.4 Oral, telephonic or telegraphic bids are invalid and shall not receive consideration. Owner shall not consider notations written on outside of bid envelope which have the effect of amending the bid. Written modifications enclosed in the bid envelope, and signed or initialed by the Contractor or his representative, shall be accepted.

5.4 Modification or Withdrawal of Bid

5.4.1 A bid may not be modified, withdrawn or canceled by the Bidder during the time stipulated in the Advertisement for Bids, for the period following the time and bid date designated for the receipt of bids, and Bidder so agrees in submitting his bid, except in accordance with R.S. 38:2214 which states, in part, "Bids containing patently obvious, unintentional, and substantial mechanical, clerical, or mathematical errors, or errors of unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the bid, may be withdrawn by the contractor if clear and convincing sworn, written evidence of such

errors is furnished to the public entity within fortyeight hours of the bid opening excluding Saturdays, Sundays, and legal holidays".

5.4.2 Prior to the time and date designated for receipt of bids, bids submitted early may be modified or withdrawn only by notice to the party receiving bids at the place and prior to the time designated for receipt of bids.

5.4.3 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with these Instructions to Bidders.

5.4.4 Bid Security shall be in an amount sufficient for the bid as modified or resubmitted.

5.5 Prohibition of Discriminatory Boycotts of Israel

By submitting a bid, the bidder certifies and agrees that the following information is correct:

In preparing its bid, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israel-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. The bidder has also not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The state reserves the right to reject any bid if this certification is subsequently determined to be false and to terminate any contract awarded based on such a false response.

# ARTICLE 6

## CONSIDERATION OF BIDS

## 6.1 Opening of Bids

6.1.1 The properly identified Bids received on time will be opened publicly and will be read aloud, and a tabulation abstract of the amounts of the base bids and alternates, if any, will be made available to Bidders.

6.2 Rejection of Bids

6.2.1 The Owner shall have the right to reject any or all bids and in particular to reject a bid not accompanied by any required bid security or data required by the Bid Documents or a bid in any way incomplete or irregular.

6.3 Acceptance of Bid

6.3.1 It is the intent of the Owner, if he accepts any alternates, to accept them 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 the alternates accepted. However, the Owner shall reserve the right to accept alternates in any order which does not affect determination of the Low Bidder.

# **ARTICLE 7**

# POST-BID INFORMATION

7.1 Submissions

7.1.1 At the Pre-Construction Conference, the Contractor shall submit the following information to the Architect.

7.1.1.1 A designation of the work to be performed by the Contractor with his own forces.

7.1.1.2 A breakdown of the Contract cost attributable to each item listed in the Schedule of Values Form (attached). No payments will be made to the Contractor until this is received.

7.1.1.3 The proprietary names and the suppliers of principal items or systems of material and equipment proposed for the work.

7.1.1.4 A list of names and business domiciles of all Subcontractors, manufacturers, suppliers or other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the work. It is the preference of the Owner that, to the greatest extent possible or practical, the Contractor utilize Louisiana Subcontractors, manufacturers, suppliers and labor. 7.1.2 The General Contractor shall be responsible for actions or inactions of Subcontractors and/or material suppliers.

The General Contractor is totally responsible for any lost time or extra expense incurred due to a Subcontractor's or Material Supplier's failure to perform. Failure to perform includes, but is not limited to, a Subcontractor's financial failure, abandonment of the project, failure to make prompt delivery, or failure to do work up to standard. Under no circumstances shall the Owner mitigate the General Contractor's losses or reimburse the General Contractor for losses caused by these events.

7.1.3 The lowest responsive and responsible bidder shall submit to the Architect and the Owner within ten days after the bid opening a letter/letters from the manufacturer stating that the manufacturer will issue the roof system guarantee complying with the requirements of Facility Planning and Control based on the specified roof system and include the name of the applicator acceptable to the manufacturer at the highest level of certification for installing the specified roof system. This manufacturer shall be one that has received prior approval or is named in the specifications.

In accordance with La. R.S. 38:2227 [references La R.S. 38:2212(A)(3)(c)(ii), which has since been renumbered as La R.S. 38:2212(B)(3)], La. R.S. 38:2212.10 and La. R.S. 23:1726(B) the apparent low bidder on this project shall submit the completed Attestations Affidavit (Past Criminal Convictions of Bidders, Verification of Employees and Certification Regarding Unpaid Workers Compensation Insurance) form found within this bid package to the University of New Orleans within 10 days <u>after</u> the opening of bids.

# ARTICLE 8

# PERFORMANCE AND PAYMENT BOND

# 8.1 Bond Required

8.1.1 The Contractor shall furnish and pay for a Performance and Payment Bond written by a company licensed to do business in Louisiana, which shall be signed by the surety's agent or attorney-in-fact, in an amount equal to 100% of the Contract amount. Surety must be listed currently on the U. S. Department of Treasury Financial Management Service List (Treasury List) as approved for an amount equal to or greater than the contract amount, or must be an insurance company domiciled in Louisiana or owned by Louisiana residents. If surety is qualified other than by listing on the Treasury list, the contract amount may not exceed fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance and may not exceed the amount of \$500,000. However, a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A. M. Best's Key Rating Guide shall not be subject to the \$500,000 limitation, provided that the contract amount does not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide nor fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance. The Bond shall be signed by the surety's agent or attorney-in-fact. The Bond shall be in favor of the State of Louisiana.

8.2 Time of Delivery and Form of Bond

8.2.1 The Bidder shall deliver the required bond to the Owner simultaneous with the execution of the Contract.

8.2.2 Bond shall be in the form furnished by the University of New Orleans, entitled CONTRACT BETWEEN OWNER AND CONTRACTOR AND PERFORMANCE AND PAYMENT BOND, a copy of which is included in the Bid Documents.

8.2.3 The Bidder shall require the Attorney-in-Fact who executes the required bond on behalf of the surety to affix thereto a certified and current copy of his power of Attorney.

#### **ARTICLE 9**

# FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

9.1 Form to be Used

9.1.1 Form of the Contract to be used shall be furnished by the University of New Orleans, an example of which is bound in the Bid Documents.

9.2 Award

9.2.1 After award of the Contract, the successful Bidder, if a corporation, shall furnish to the Owner the most current copy of a Disclosure of Ownership Affidavit on file with the Secretary of State.

9.2.2 In accordance with Louisiana Law, when the Contract is awarded, the successful Bidder shall, at the time of the signing of the Contract, execute the Non-Collusion Affidavit included in the Contract Documents

9.2.3 When this project is financed either partially or entirely with State Bonds, the award of this Contract is contingent upon the sale of bonds by the State Bond Commission. The State shall incur no obligation to the Contractor until the Contract Between Owner and Contractor is duly executed.

# LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: University of New Orleans - Purchasing Suite 1004, Room G Administration Annex Building 2000 Lakeshore Drive New Orleans, Louisiana 70148 (Owner to provide name and address of owner)

#### BID FOR: UNO Engineering Annex Roof Replacement University of New Orleans Main Campus 2000 Lakeshore Dr. New Orleans, Louisiana 70148

Dollars (\$)

(Owner to provide name of project and other identifying information)

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: <u>Holly and Smith Architects</u> and dated: <u>February 7, 2025</u>.

(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:

**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 (*Add: High roof – removal and replacement*) for the lump sum of:

	Dollars (\$)				
Alternate No. 2 (Add: building connector roof – removal and replacement) for the lump sum of:					
	Dollars (\$)				
Alternate No. 3 (Owner to provide description of alternate and state whether add	d or deduct) for the lump sum of:				
Not Applicable	Dollars (\$ <u>Not Applicable</u> )				
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 <u>Unit Price Form</u> 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 R.S. 38:2218(A) attached to and made a part of this bid.

# LOUISIANA UNIFORM PUBLIC WORK BID FORM UNIT PRICE FORM

#### TO: <u>University of New Orleans – Main Campus</u> <u>Purchasing Office</u> <u>Administration Annex, Room 1004G</u> New Orleans, Louisiana 70148

#### BID FOR: <u>LPAC Bid No. ????</u>

<u>University of New Orleans</u> <u>Engineering Annex Roof Replacement</u> <u>2000 Lakeshore Dr.</u> <u>New Orleans, LA 70148</u>

(Owner to provide name and address of owner)

#### (Owner to provide name of project and other identifying information)

#### UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

Additional Roof Plies       1       SF         DESCRIPTION:       □ Base Bid or [2] Alt.# 1 High Roof - removal and replacement         REF. NO.       QUANTITY:       UNIT OF MEASURE:       UNIT PRICE       UNIT PRICE EXTENSION (Quantity times Unit Price         Additional Roof       1       SF	DESCRIPTION:	Base Bid or Alt.#				
Plies       1       SF         DESCRIPTION:       □ Base Bid or Ø Alt.# 1 High Roof – removal and replacement         REF. NO.       QUANTITY:       UNIT OF MEASURE:       UNIT PRICE       UNIT PRICE EXTENSION (Quantity times Unit Price         Additional Roof Plies       1       SF           DESCRIPTION:       □ Base Bid or Ø Alt.# 2 Building connector roof – removal and replacement           REF. NO.       QUANTITY:       UNIT OF MEASURE:       UNIT PRICE       UNIT PRICE EXTENSION (Quantity times Unit Price         Additional Roof Plies       1       SF            DESCRIPTION:       □ Base Bid or Ø Alt.#             Additional Roof Plies       1       SF            DESCRIPTION:       □ Base Bid or □ Alt.#	REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
REF. NO.       QUANTITY:       UNIT OF MEASURE:       UNIT PRICE       UNIT PRICE EXTENSION (Quantity times Unit Price         Additional Roof Plies       1       SF		1	SF			
Additional Roof Plies       1       SF         DESCRIPTION:       Base Bid or Id Alt.# 2_Building connector roof - removal and replacement         REF. NO.       QUANTITY:       UNIT OF MEASURE:       UNIT PRICE       UNIT PRICE EXTENSION (Quantity times Unit Price Additional Roof Plies         DESCRIPTION:       Base Bid or Id Alt.#	DESCRIPTION:	□ Base Bid or Ø Alt.# <u>1</u> High Roof – removal and replacement				
Plies       1       SF         DESCRIPTION:       □ Base Bid or ☑ Alt.# 2_Building connector roof – removal and replacement         REF. NO.       QUANTITY:       UNIT OF MEASURE:       UNIT PRICE       UNIT PRICE EXTENSION (Quantity times Unit Price         Additional Roof Plies       1       SF       SF       Image: SF       Image: SF       Image: SF         DESCRIPTION:       □ Base Bid or □ Alt.#	REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
REF. NO.       QUANTITY:       UNIT OF MEASURE:       UNIT PRICE       UNIT PRICE EXTENSION (Quantity times Unit Price         Additional Roof Plies       1       SF		1	SF			
Additional Roof       I       SF         DESCRIPTION:       Base Bid or Alt.#         REF. NO.       QUANTITY:       UNIT OF MEASURE:       UNIT PRICE         N/A       N/A       N/A       N/A         DESCRIPTION:       Base Bid or Alt.#         REF. NO.       QUANTITY:       UNIT OF MEASURE:       UNIT PRICE         N/A       N/A       N/A       N/A         DESCRIPTION:       Base Bid or Alt.#         REF. NO.       QUANTITY:       UNIT OF MEASURE:       UNIT PRICE         N/A       N/A       N/A       N/A         DESCRIPTION:       Base Bid or Alt.#       On Alt.#         REF. NO.       QUANTITY:       UNIT OF MEASURE:       UNIT PRICE         DESCRIPTION:       Base Bid or Alt.#       N/A       N/A         DESCRIPTION:       Base Bid or Alt.#       On Alt.#         REF. NO.       QUANTITY:       UNIT OF MEASURE:       UNIT PRICE       UNIT PRICE EXTENSION (Quantity times Unit Price         REF. NO.       QUANTITY:       UNIT OF MEASURE:       UNIT PRICE       UNIT PRICE EXTENSION (Quantity times Unit Price	DESCRIPTION:	□ Base Bid or ☑ Alt.# <u>2</u> Building connector roof – removal and replacement				
Plies       1       SF         DESCRIPTION:       Base Bid or Alt.#         REF. NO.       QUANTITY:       UNIT OF MEASURE:       UNIT PRICE         N/A       N/A       N/A       N/A         DESCRIPTION:       Base Bid or Alt.#         REF. NO.       QUANTITY:       UNIT OF MEASURE:       UNIT PRICE         DESCRIPTION:       Base Bid or Alt.#         REF. NO.       QUANTITY:       UNIT OF MEASURE:       UNIT PRICE         N/A       N/A       N/A       N/A         DESCRIPTION:       Base Bid or Alt.#       UNIT OF MEASURE:       UNIT PRICE         DESCRIPTION:       Comparison of Alt.#       Description:       Description:         REF. NO.       QUANTITY:       UNIT OF MEASURE:       UNIT PRICE         REF. NO.       QUANTITY:       UNIT OF MEASURE:       UNIT PRICE	REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
REF. NO.       QUANTITY:       UNIT OF MEASURE:       UNIT PRICE       UNIT PRICE EXTENSION (Quantity times Unit Price         N/A       N/A       N/A       N/A       N/A       N/A         DESCRIPTION:       Base Bid or Alt.#       Image: Comparison of the times of times unit Price       Image: Comparison of times unit Price         REF. NO.       QUANTITY:       UNIT OF MEASURE:       UNIT PRICE       UNIT PRICE EXTENSION (Quantity times Unit Price         N/A       N/A       N/A       N/A       N/A       N/A         DESCRIPTION:       Extension of times Unit Price       UNIT PRICE EXTENSION (Quantity times Unit Price         DESCRIPTION:       Extension of times Unit Price       Base Bid or Alt.#         REF. NO.       QUANTITY:       UNIT OF MEASURE:       UNIT PRICE       UNIT PRICE EXTENSION (Quantity times Unit Price		1	SF			
N/A       N/A       N/A       N/A         DESCRIPTION:       □ Base Bid or □ Alt.#         REF. NO.       QUANTITY:       UNIT OF MEASURE:       UNIT PRICE       UNIT PRICE EXTENSION (Quantity times Unit Price N/A)         N/A       N/A       N/A       N/A       N/A         DESCRIPTION:       □ Base Bid or □ Alt.#          REF. NO.       QUANTITY:       UNIT OF MEASURE:       UNIT PRICE         DESCRIPTION:       □ Base Bid or □ Alt.#          REF. NO.       QUANTITY:       UNIT OF MEASURE:       UNIT PRICE         UNIT PRICE       UNIT PRICE       UNIT PRICE EXTENSION (Quantity times Unit Price	DESCRIPTION:	□ Base Bid or □ Alt.#				
DESCRIPTION:       Base Bid or Alt.#         REF. NO.       QUANTITY:       UNIT OF MEASURE:       UNIT PRICE       UNIT PRICE EXTENSION (Quantity times Unit Price         N/A       N/A       N/A       N/A       N/A       N/A         DESCRIPTION:       Base Bid or Alt.#       UNIT OF MEASURE:       UNIT PRICE       UNIT PRICE EXTENSION (Quantity times Unit Price         REF. NO.       QUANTITY:       UNIT OF MEASURE:       UNIT PRICE       UNIT PRICE       UNIT PRICE EXTENSION (Quantity times Unit Price	REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
REF. NO.       QUANTITY:       UNIT OF MEASURE:       UNIT PRICE       UNIT PRICE EXTENSION (Quantity times Unit Price         N/A       N/A       N/A       N/A       N/A       N/A         DESCRIPTION:	N/A	N/A	N/A	N/A	N/A	
N/A     N/A     N/A       DESCRIPTION:     □       REF. NO.     QUANTITY:     UNIT OF MEASURE:       UNIT PRICE     UNIT PRICE	DESCRIPTION:	□ Base Bid or □ Alt.#				
DESCRIPTION:       □ Base Bid or □ Alt.#         REF. NO.       QUANTITY:       UNIT OF MEASURE:       UNIT PRICE       UNIT PRICE EXTENSION (Quantity times Unit Price)	REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
REF. NO.         QUANTITY:         UNIT OF MEASURE:         UNIT PRICE         UNIT PRICE         UNIT PRICE EXTENSION (Quantity times Unit Price)	N/A	N/A	N/A	N/A	N/A	
	DESCRIPTION:	□ Base Bid or □ Alt.#				
N/A         N/A         N/A         N/A	REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
	N/A	N/A	N/A	N/A	N/A	
DESCRIPTION: Dase Bid or Alt.#	DESCRIPTION:	□ Base Bid or □ Alt.#				
REF. NO.         QUANTITY:         UNIT OF MEASURE:         UNIT PRICE         UNIT PRICE         UNIT PRICE EXTENSION (Quantity times Unit Price)	REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
N/A         N/A         N/A         N/A	N/A	N/A	N/A	N/A	N/A	
DESCRIPTION: Descr	DESCRIPTION:	□ Base Bid or □ Alt.#				
REF. NO.         QUANTITY:         UNIT OF MEASURE:         UNIT PRICE         UNIT PRICE         UNIT PRICE	REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
N/A         N/A         N/A         N/A	N/A	N/A	N/A	N/A	N/A	

Wording for "DESCRIPTION" is to be provided by the Owner.

All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner.

# **BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

Surety represents that it is listed on the current U. S. Department of the Treasury Financial Management Service list of approved bonding companies as approved for an amount equal to or greater that the amount for which it obligates itself in this instrument or that it is a Louisiana domiciled insurance company with at least an A - rating in the latest printing of the A. M. Best's Key Rating Guide. If surety qualifies by virtue of its Best's listing, the Bond amount may not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide.

Surety further represents that it is licensed to do business in the State of Louisiana and that this Bond is signed by surety's agent or attorney-in-fact. This Bid Bond is accompanied by appropriate power of attorney.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas said Principal is herewith submitting its proposal to the Obligee on a Contract for:

NOW, THEREFORE, if the said Contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing and give a good and sufficient bond to secure the performance of the terms and conditions of the Contract with surety acceptable to the Obligee, then this obligation shall be void; otherwise this obligation shall become due and payable.

PRINCIPAL (BIDDER)

SURETY

 BY:\_\_\_\_

AGENT OR ATTORNEY-IN-FACT(SEAL)

July 2021

Date:

# **AIA** Document A201° – 2017

# General Conditions of the Contract for Construction

#### for the following PROJECT:

(Name and location or address)

University Engineering Annex Roof Replacement University of New Orleans Main Campus 2000 Lakeshore Drive New Orleans, Louisiana Project Number: 01-107-24-05, F.01004598

#### THE OWNER:

(Name, legal status and address)

University of New Orleans - Main Campus **Purchasing Office** Administration Annex, Room 1004G New Orleans, Louisiana 70148

#### THE ARCHITECT:

(Name, legal status and address)

Holly & Smith Architects, APAC 2302 Magazine St. New Orleans, Louisiana 70130 H/S Project No.: 24054

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

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#### 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.

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§ 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<sup>TM</sup>–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<sup>TM</sup>–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

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G202<sup>TM</sup>–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.

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§ 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.

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§ 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.

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§ 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.

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#### § 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,

- allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all .1 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

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§ 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

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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.

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### § 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.

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§ 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.

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#### 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 Sub-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

- assignment is effective only after termination of the Contract by the Owner for cause pursuant to .1 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.

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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.

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§ 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:

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- .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.

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§ 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.

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§ 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;
- third party claims filed or reasonable evidence indicating probable filing of such claims, unless security .2 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;

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- reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum; .4
- .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.

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#### § 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.

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§ 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.

#### PROTECTION OF PERSONS AND PROPERTY **ARTICLE 10**

# § 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

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- employees on the Work and other persons who may be affected thereby; .1
- .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 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

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§ 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

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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

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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

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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.

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§ 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

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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

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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.

#### TERMINATION OR SUSPENSION OF THE CONTRACT ARTICLE 14 § 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:

- Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be .1 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
- The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2. .4

§ 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.

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§ 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

- that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause .1 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

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§ 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.

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### § 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.

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§ 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.

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# § 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.

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# 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 Bid 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])

- 3.7.1 Delete Section 3.7.1.
- 3.7.2 In Section 3.7.2, replace the word "public" with the word "State".

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.
- 4.2.11 Add the following sentence to the end of Section 4.2.11:

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.

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 shall furnish at the Pre-Construction Conference, 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 the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contract Sum or the Contract Time. 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, 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 16% 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, including 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 be computed for credits to the Owner and extras to the Contractor. The Owner shall receive full credit for the computed overhead and profit on credit change order items.

- 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; 8% markup on the Cost of the Work.
  - 7.2.4.2 When the Work is all Subcontract Work; 8% markup on the Cost of the Work for Subcontractor's Overhead and Profit, plus 8% 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 field office rental, 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 job-site 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 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 not 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 attached Schedule of Values Format shall be used. If applicable, 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 a University of New Orleans – 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 twenty days 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  $\frac{1}{2}$  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 Acceptance 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 bidding on future state 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 <u>not</u> 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**

# **10.2 SAFETY OF PERSONS AND PROPERTY**

10.2.2 In the first sentence, between the words: "bearing on" and "safety", add the words: "the health and,"

### **10.3 HAZARDOUS MATERIALS**

- 10.3.1 In the second sentence after (PCB) add: "or lead".
- 10.3.2 After the first sentence, delete all remaining sentences.

Add at the end: "The Contract time shall be extended appropriately."

Delete Section 10.4 and substitute the following:

#### **10.4 EMERGENCIES**

In an emergency affecting the safety of persons or property, the Contractor shall notify the Owner and Architect immediately of the emergency, simultaneously acting at his discretion to prevent damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency Work shall be determined as provided in Article 15 and Article 7.

# **ARTICLE 11**

# **INSURANCE AND BONDS**

AIA A101 – 2017 Exhibit A is not a part of these documents. Delete all of Sections 11.1, 11.2, 11.3, 11.4, and 11.5, and substitute the following:

### INSURANCE REQUIREMENTS FOR NEW CONSTRUCTION, ADDITIONS AND RENOVATIONS

### 11.1 CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall purchase and maintain without interruption 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, its agents, representatives, employees or subcontractors. The duration of the contract shall be from the inception of the contract until the date of final payment.

### 11.2 MINIMUM SCOPE AND LIMITS OF INSURANCE

### 11.2.1 Worker's Compensation

Worker's Compensation insurance shall be in compliance with the Worker's Compensation law of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If Work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for Worker's compensation coverage only.

### 11.2.2 Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations Liability, shall have a minimum limit per occurrence based on the project value. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

The aggregate loss limit must apply to <u>each project</u>. ISO form CG 25 03 (current form approved for use in Louisiana), or equivalent, shall also be submitted. The State project number, including part number, and project name shall be included on this endorsement.

### COMBINED SINGLE LIMIT (CSL) PER OCCURRENCE

Type of <u>Construction</u>	Projects <u>up to \$1,000,000</u>	Projects over \$1,000,000 up to \$10,000,000	Projects over 
New Buildings: Each Occurrence			
Minimum Limit	\$1,000,000	\$2,000,000	\$4,000,000
Per Project Aggregate	\$2,000,000	\$4,000,000	\$8,000,000
<b>Renovations:</b>	The building(s) valu	ie for the Project is \$ <u>10.</u>	<u>,557,320.00</u> .
Each Occurrence Minimum Limit	\$1,000,000**	\$2,000,000**	\$4,000,000**

Per Project Aggregate	2 tin
	0001

2 times per occur limit\*\* 2 times per occur limit\*\* 2 times per occur limit\*\*

\*\*While the minimum Combined Single Limit of 1,000,000 is required for any renovation, the limit is calculated by taking 10% of the building value and rounding it to the nearest 1,000,000 to get the insurance limit. Example: Renovation on a 33,000,000 building would have a calculated 3,000,000 combined single limit of coverage (33,000,000 times .10 = 3,300,000 and then rounding down to 33,000,000). If the calculated limit is less than the minimum limit listed in the above chart, then the amount needed is the minimum listed in the chart. Maximum per occurrence limit required is 10,000,000 regardless of building value. The per project aggregate limit is then calculated as twice the per occurrence limit.

11.2.3 Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

11.2.4 Excess Umbrella

Excess Umbrella Insurance may be used to meet the minimum requirements for General Liability and Automobile Liability only.

- 11.2.5 Builder's Risk
  - 11.2.5.1 Builder's Risk Insurance shall be in an amount equal to the amount of the construction contract including any amendments and shall be upon the entire Work included in the contract. The policy shall provide coverage equivalent to the ISO form number CP 10 20, Broad Form Causes of Loss (extended, if necessary, to include the perils of wind, earthquake, collapse, vandalism/malicious mischief, and theft, including theft of materials whether or not attached to any structure). The policy must include architects' and engineers' fees necessary to provide plans, 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 the repair and/or replacement.
  - 11.2.5.2 Flood coverage shall be provided by the Contractor on the first floor and below for all projects, except as otherwise noted. The builder's risk insurance policy, sub-limit for flood coverage shall not be less than ten percent (10%) of the total contract cost per occurrence. If flood is purchased as a separate policy, the limit shall be ten percent (10%) of the total contract cost per occurrence (with a max of \$500,000 if NFIP). Coverage for roofing projects shall **not** require flood coverage.
  - 11.2.5.3 A Specialty Contractor may provide an installation floater in lieu of a Builder's Risk policy, with the similar coverage as the Builder's Risk policy, upon the

system to be installed in an amount equal to the amount of the contract including any amendments. Flood coverage is not required.

- 11.2.5.4 The policy must include coverage for the Owner, Contractor and any subcontractors as their interests may appear.
- 11.2.6 Pollution Liability (required when asbestos or other hazardous material abatement is included in the contract)

Pollution Liability insurance, including gradual release as well as sudden and accidental, shall have a minimum limit of not less than \$1,000,000 per claim. A claims-made form will be acceptable. A policy period inception date of no later than the first day of anticipated Work under this contract and an expiration date of no earlier than 30 days after anticipated completion of all Work under the contract shall be provided. There shall be an extended reporting period of at least 24 months, with full reinstatement of limits, from the expiration date of the policy if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

11.2.7 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and accepted by the Owner. The Contractor shall be responsible for all deductibles and self-insured retentions.

### 11.3 OTHER INSURANCE PROVISIONS

- 11.3.1 The policies are to contain, or be endorsed to contain, the following provisions:
  - 11.3.1.1 Worker's Compensation and Employers Liability Coverage
    - 11.3.1.1.1 To the fullest allowed by law, the insurer shall agree to waive all rights of subrogation against the Owner, its officers, agents, employees and volunteers for losses arising from Work performed by the Contractor for the Owner.
  - 11.3.1.2 Commercial General Liability Coverage
    - 11.3.1.2.1 The Owner, its officers, agents, 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. ISO Form CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalent, are to be used.
    - 11.3.1.2.2 The Contractor's insurance shall be primary as respects the Owner, its officers, agents, employees and volunteers for any and all losses that occur under the contract. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, officials, employees or volunteers. Any insurance or self-

insurance maintained by the Owner shall be excess and noncontributory of the Contractor's insurance.

### 11.3.1.3 Builder's Risk

The policy must include an endorsement providing the following:

In the event of a disagreement regarding a loss covered by this policy, which may also be covered by a State of Louisiana self-insurance or commercial property policy through the Office of Risk Management (ORM), Contractor and its insurer agree to follow the following procedure to establish coverage and/or the amount of loss:

Any party to a loss may make written demand for an appraisal of the matter in disagreement. Within 20 days of receipt of written demand, the Contractor's insurer and either ORM or its commercial insurance company shall <u>each</u> select a competent and impartial appraiser and notify the other of the appraiser selected. The two appraisers shall select a competent and impartial umpire. The appraisers shall then identify the policy or policies under which the loss is insured and, if necessary, state separately the value of the property and the amount of the loss that must be borne by each policy. If the two appraisers fail to agree, they shall submit their differences to the umpire. A written decision by any two shall determine the policy or policies and the amount of the loss. Each insurance company agrees that the decision of the appraisers and the umpire if involved shall be binding and final and that neither party will resort to litigation. Each of the two parties shall pay its chosen appraiser and bear the cost of the umpire equally.

### 11.3.1.4 All Coverages

- 11.3.1.4.1 All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.
- 11.3.1.4.2 Neither the acceptance of the completed Work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- 11.3.1.4.3 The insurance companies issuing the policies shall have no recourse against the Owner for payment of premiums or for assessments under any form of the policies.
- 11.3.1.4.4 Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Owner, its officers, agents, employees and volunteers.

### 11.3.2 Acceptability of Insurers

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-: VI or higher**. This rating requirement may be waived for Worker's compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another certificate of insurance within 30 days.

### 11.3.3 Verification of Coverage

Contractor shall furnish the Owner with Certificates of Insurance reflecting proof of required coverage. 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 are to be received and approved by the Owner before Work commences and upon any contract renewal or insurance policy renewal thereafter. The Certificate Holder must be listed as follows:

State of Louisiana Name of Owner Owner Address City, State, Zip Attn: Project #\_\_\_\_\_

The Owner reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued, or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

If the Contractor does not meet the insurance requirements at policy renewal, at the option of the Owner, payment to the Contractor may be withheld until the requirements have been met, OR the Owner may pay the renewal premium and withhold such payment from any monies due the Contractor, OR the contract may be suspended or terminated for cause.

#### 11.3.4 Subcontractors

Contractor shall include all subcontractors as insureds under its policies <u>OR</u> shall be responsible for verifying and maintaining the certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Owner reserves the right to request copies of subcontractor's certificates at any time.

If Contractor does not verify subcontractors' insurance as described above, Owner has the right to withhold payments to the Contractor until the requirements have been met.

### 11.3.5 Worker's Compensation Indemnity

In the event Contractor is not required to provide or elects not to provide Worker's compensation coverage, the parties hereby agree the Contractor, its Owners, agents and employees shall have no cause of action against, and shall not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Worker's Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its Owners, agents and employees. The parties further agree that Contractor is a wholly independent Contractor and is exclusively responsible for its employees, Owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

### 11.3.6 Indemnification/Hold Harmless Agreement

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees and volunteers, from and against any and all claims, damages, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling and expenses of all claims.

### 11.4 PERFORMANCE AND PAYMENT BOND

- 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.
- 11.4.2 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.
- 11.4.3 Recordation of Contract and Bond [La R.S. 38:2241 thru 38:2241.1]

The Contractor at his own expense, shall record the original executed Contract and the Performance and Labor and Material Bond with the Recorder of Mortgages, Orleans

Parish, within five (5) working days of Contract signing. A NOTICE OF THIS RECORDING SHALL BE SENT TO THE PURCHASING OFFICE BEFORE A NOTICE TO PROCEED IS ISSUED.

### **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 bidding on future state 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 architects 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".

### 13.2 SUCCESSORS AND ASSIGNS

13.2.1 In the second sentence, delete "Except as ... 13.2.2"

Delete Section 13.2.2.

### **13.3 RIGHTS AND REMEDIES**

Add the following Section 13.3.3:

13.3.3 The Nineteenth Judicial Court in and for the Parish of East Baton Rouge, State of Louisiana shall have sole jurisdiction and venue in any action brought under this contract.

### **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:

15.1.6.3 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 days</u>
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.

### **15.2 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.

### FOR INFORMATION ONLY

This document will be prepared by University of New Orleans in the form appropriate for the project.

### STATE OF LOUISIANA PARISH OF <u>«PARISH\_OF\_PROJECT»</u>

### <u>CONTRACT BETWEEN OWNER AND CONTRACTOR</u> <u>AND PERFORMANCE AND PAYMENT BOND</u>

This agreement entered into this \_\_\_\_\_ day of \_

2025, by <u>«Contractor»</u> hereinafter called the "Contractor", whose business address is <u>«Contractor\_Address»</u>, <u>«Contractor\_City»</u>, <u>«Contractor\_State»</u> <u>«Contractor\_Zip»</u>, and the State of Louisiana, University of New Orleans, herein represented by the contracting officer executing this contract, hereinafter called the "Owner".

Witnesseth that the Contractor and the Owner, in consideration of premises and the mutual covenants; consideration and agreement herein contained, agree as follows:

<u>Statement of Work</u>: The contractor shall furnish all labor and materials and perform all of the work required to build, construct and complete in a thorough and workmanlike manner:

in strict accordance with Contract Documents prepared by:

«Designer» «Designer\_Address» «Designer\_City», «Designer\_State» «Designer\_Zip»

It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated <u>«Drawings and Specs Date»</u>, Addenda number(s) <u>«Addenda No»</u>, the Instruction to Bidders, Bid Form, General Conditions, Supplementary Conditions, any Addenda thereto, impose duties and obligations upon the parties herein, and said parties thereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Construction Documents are incorporated herein by reference with the same force and effect as though said Construction Documents were herein set out in full.

<u>Time for Completion</u>: The work shall be commenced on a date to be specified in a written order of the Owner and shall be completed within <u>«Time\_Completion\_Days»</u> («Time\_Completion\_Days») consecutive calendar days from and after the said date.

<u>Liquidated Damages</u>: Contractor shall be assessed Liquidated Damages in the amount of <u>«Liquidated\_Damages\_Cost\_Per\_Day»</u> per day for each consecutive calendar day which work is not complete beginning with the first day beyond the completion time.

<u>Compensation to be paid to the Contractor</u>: The Owner will pay and the Contractor will accept in full consideration for the performance of the contract the sum of <u>«Contract\_Amount\_Words» and No/100 Dollars</u> (<u>«Contract\_Amount\_Numeral»</u>) which sum represents the <u>«Base\_Bid\_Only\_or\_Plus\_Alternates»</u>

<u>Taxes</u>: Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be contractor's obligation and identified under Federal tax identification number

<u>Performance and Payment Bond:</u> To these presents personally came and intervened \_\_\_\_\_\_\_, herein acting for \_\_\_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_\_\_, and duly authorized to transact business in the State of Louisiana, as surety, who declared that having taken cognizance of this contract and of the Construction Documents mentioned herein, he hereby in his capacity as its Attorney in Fact obligates his said company, as Surety for the said Contractor, unto the said Owner, up to the sum of <u>«Contract Amount Words» and No/100 Dollars</u> (<u>«Contract Amount Numeral»</u>). By issuance of this bond, the surety acknowledges they are in compliance with R.S. 38:2219.

The condition of this performance and payment bond shall be that should the Contractor herein not perform the contract in accordance with the terms and conditions hereof, or should said Contractor not fully indemnify and save harmless the Owner, from all cost and damages which he may suffer by said Contractor's

non-performance or should said Contractor not pay all persons who have and fulfill obligations to perform labor and/or furnish materials in the prosecution of the work provided for herein, including by way of example workmen, laborers, mechanics, and furnishers of materials, machinery, equipment and fixtures, then said Surety agrees and is bound to so perform the contract and make said payment(s).

Provided, that any alterations which may be made in the terms of the contract or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the contract, or any other forbearance on the part of either the Owner or the Contractor to the other shall not in any way release the Contractor or the Surety from their liability hereunder, notice to the Surety of any such alterations, extensions or other forbearance being hereby waived.

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of contractor which relate to this contract.

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

In accordance with R.S. 39:1602.1, effective May 22, 2018, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

In accordance with La. R.S. 39:1602.2, the following applies to any competitive sealed bids, competitive sealed proposals, or contract(s) with a value of \$100,000 or more involving a for-profit company with at least fifty full-time employees:

Unless otherwise exempted by law, by submitting a response to this solicitation or entering into this contract, the Bidder, Proposer or Contractor certifies the following:

- 1. The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association;
- 2. The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

The State reserves the right to reject the response of the Bidder, Proposer or Contractor if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response or if the certification is no longer true.

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclosed may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

In Witness whereof, the parties hereto on the day and year first above written have executed this agreement in  $\underline{\text{six (6)}}$  counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

THUS DONE AND SIGNED at New Orleans, Louisiana, on the day, month, and year first written above.

### STATE OF LOUISIANA UNIVERSITY OF NEW ORLEANS

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

UNO Witness #1 Sign Here

UNO Witness #2 Sign Here

Contractor Witness #1 Sign Here

Contractor Witness #2 Sign Here

Surety Witness #1 Sign Here

Surety Witness #2 Sign Here

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

\_\_\_\_

\_\_\_\_\_

«CONTRACTOR»

SURETY:

BY: \_\_\_\_

ATTORNEY IN FACT

ADDRESS

TELEPHONE NUMBER

PROJECT NO .: «ProjectNo», «Part_No» «WBS»;
«Supplement_Project_No», Part
«Supplement_Part_No» («Supplement_WBS»)(Supplement)
NAME: «Project_Reference_1»
«Project_Reference_2»
«Project_Reference_3»
LOCATION: «Project_City»

### NON-COLLUSION AFFIDAVIT

#### PART I.

Section 2224 of Part II of Chapter 10 of Title 38 of the Louisiana Revised Statutes, as amended.

(1) That affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for affiant; and

(2) That no part of the Contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the Contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for affiant.

### PART II.

Section 2190 of Part I of Chapter 10 of Title 38 of the Louisiana Revised Statutes, as amended.

That affiant, if an architect or engineer, or representative thereof, does not own a substantial financial interest, either directly or indirectly, in any corporation, firm, partnership, or other organization which supplies materials for the construction of a public work when the architect or engineer has performed architectural or engineering services, either directly or indirectly, in connection with the public work for which the materials are being supplied.

For the purposes of this Section, a "substantial financial interest" shall exclude any interest in stock being traded on the American Stock Exchange or the New York Stock Exchange.

That affiant, if subject to the provisions of this section, does hereby agree to be subject to the penalties involved for the violation of this section.

AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

NOTARY

Name of Project

**Project No.** 

STATE OF \_\_\_\_\_\_

PARISH OF \_\_\_\_\_

### ATTESTATIONS AFFIDAVIT

**Before me**, the undersigned notary public, duly commissioned and qualified in and for the parish and state aforesaid, personally came and appeared Affiant, who after being duly sworn, attested as follows:

### LA. R.S. 38:2227 PAST CRIMINAL CONVICTIONS OF BIDDERS

- 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. 14:230)
- 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)

### LA. R.S. 38:2212.10 Verification of Employees

- A. At the time of bidding, Appearer is registered and participates in a status verification system to verify that all new hires 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 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 Project

Project No.

### LA. R.S. 23:1726(B) Certification Regarding Unpaid Workers Compensation Insurance

- A. R.S. 23:1726 prohibits any entity against whom an assessment under Part X of Chapter 11 of Title 23 of the Louisiana Revised Statutes of 1950 (Alternative Collection Procedures & Assessments) is in effect, and whose right to appeal that assessment is exhausted, from submitting a bid or proposal for or obtaining any contract pursuant to Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 and Chapters 16 and 17 of Title 39 of the Louisiana Revised Statutes of 1950.
- B. By signing this bid /proposal, Affiant certifies that no such assessment is in effect against the bidding / proposing entity.

NAME OF BIDDER

### NAME OF AUTHORIZED SIGNATORY OF BIDDER

DATE

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

### SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER/AFFIANT

Sworn to and subscribed before me by Affiant on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public

### University of New Orleans 15. PRE-CONSTRUCTION CONFERENCE AGENDA

As a minimum, the following items are to be covered in the pre-construction conference. The Designer may, at his discretion, add additional items which he feels are important to this particular project.

## 1. Contractor shall furnish the following prior to his first payment:

- a. Cost breakdown (Schedule of Values), shall be in standard Construction Specifications Institute format.
- b. List Sub-contractors and major suppliers
- c. Information listed in Paragraph 7.1 of the Supplementary Conditions.
- d. Construction Schedule as defined in 3.10.2 of General Conditions and Supplementary Conditions.

No payments to the contractor shall be made until this information is provided.

### 2. Roles of Individuals:

a. **Designer** – shall be solely responsible for the direction of the project. The Designer shall keep minutes of all meetings, including construction progress meetings, and distribute within 7 days. All instructions to contractor shall come from the designer. All decisions and directions shall be in writing. Verbal instructions shall be immediately confirmed in The Designer and his principal writing. consultants shall visit the project regularly according to the requirements of the Louisiana Capital Improvement Projects Procedure Manual for Design and Construction. The Designer shall NOT assume the role of his

principal consultants in site visits. Copies of Designer Site Visit Reports are to be sent to University of New Orleans and the User Agency on a weekly basis.

- b. **Owner** Designer to receive instructions only from University of New Orleans. Program or design changes shall be approved by University of New Orleans prior to any work being performed by the Designer.
  - c. User Agency Address all requests for changes through University of New Orleans. Establish ground rules for the contractor and his personnel while working on

their premises. If representatives of University of New Orleans or the using agency find any discrepancies, they believe to be contrary to the Contract Documents, they shall notify the designer. If it is thought that discrepancy needs immediate attention. the individual discovering discrepancy the and the contractor's representative should call the designer for immediate resolution.

d. **Contractor** - Work shall be according to the Contract Documents, not necessarily standard practice. Emergency action to protect life or property shall be taken immediately by the superintendent on the site. Less urgent action shall be resolved by telephone among the appropriate parties. Fire Marshal approved documents shall be accessible at all times at the project site, in accordance with Fire Marshal requirements. Approved documents from all other applicable regulatory agencies shall also be accessible at all times at the project site.

### 3. Change Orders:

All requests for a change in time and/or money shall be submitted to the designer, with proper back up data, for his review. The designer shall submit the Change Order to University of New Orleans with his recommendation of action required. The Change Order shall be approved by UNO prior to any additional work being performed.

- a. Change Orders cannot be approved without the proper breakdown as required by the Supplementary Conditions, Section <u>7.2</u>. The same requirements apply to time extension requests.
- b. University of New Orleans needs only the original and one (1) copy of backup.
- c. Change Orders should be rounded to the nearest whole dollar amount.
- d. User paid change orders are **not** allowed.
- e. User requested change orders are to be avoided.

### 4. Invoice Procedure:

- a. Invoices may be submitted in electronic format.
  - Contractor shall submit one Certificate for Payment directly to the Designer. University of New Orleans – Application and Certification for Payment forms shall be used for submittal. Certificate for payment need **not** be notarized.
  - 2) After review, the Designer shall process the Certificate as promptly as possible, in any case within seven (7) days. If a Certificate is held for any reason, written notice stating the reason for delay should be given the owner and the contractor. If a Certificate is changed for any reason, changes will be made to all copies.
  - 3) Distribution of copies shall be as follows:
    a) Designer forwards one Certificate for Payment directly to University of New Orleans with a transmittal letter/memo.
    b) Designer forwards copy of transmittal letter and one (1) copy of Certificate to Contractor. One (1) copy retained for Designer records. One (1) copy sent to User Agency.
- b. During construction, designer's invoices shall be sent directly to University of New Orleans.
- c. If federal funds are involved, compliance with additional regulations is required including but not limited to:

Davis Bacon Act - Wage rate & payroll records. Drug Free Workplace Act Civil Rights EOP poster with name of EOP person shown.

- d. Stored Materials must be on site for payment to be made. Payment will not be made for materials stored in a bonded warehouse or elsewhere.
- e. An Original <u>45 Day</u> Clear Lien and an Original Consent of Surety (AIA Form G707) is required prior to final payment to the contractor.

### 5. Prior Approval:

Only items as specified or prior approved in accordance with the Contract Documents will be incorporated into the project. Approval of shop drawings does not relieve Contractor of complying with the Prior Approval clause.

### 6. Testing Lab:

- a. The Owner will engage and pay for the testing laboratory if required. If the Contractor obtains the services of a testing laboratory, he will be responsible for all costs for that laboratory
- b. Designer should furnish Testing Lab with written notice of types and frequency of required tests. Set up procedure for Testing Lab notification.
- c. No off site testing unless called for in the Contract Documents.
- d. University of New Orleans will pay a minimum of standby time. Contractor may be billed if not well controlled.
- e. Testing Lab invoices shall be submitted by hardcopy or in electronic format through the Designer, who in turn acknowledges their recognition of services submitted.

### 7. Project Sign

When a project sign is specified, select location.

### 8. Meetings:

Establish a time and place for the Monthly Meeting. Designer shall notify UNO prior to and provide minutes of all meetings to all participants within 7 days.

### 9. Roofing:

Pre-roofing Conference - establish a direct line of communication, iron out initial questions regarding the project and to review project submittal requirements. This conference should be held shortly after award of the roofing contract and a minimum of six (6) weeks prior to the anticipated start of roofing. Attendance by general contractor, roofing subcontractor and manufacturer's representative is required. A letter from the manufacturer stating the roofer is an approved applicator and sample warranties shall be submitted at the Pre-roofing Conference, if not before.

a. General Guidelines for Low Sloped Roofs

1) Details in compliance with NRCA and Roof Manufacturer

2) Concrete Decks are to be primed.

3) Nailable Decks; Red Rosin sheet is required on wood decks.

4) Fastening per manufacturer's requirements to comply with I-90 FM rating.

5) Asphalt

a) Type IV asphalt shall be used for all modified bitumen mop-down systems

b) Temperature at the point of application shall be the EVT temperature plus or minus 25 degrees.

6) Insulation

a) All wet insulation is to be rejected and removed from the site.

b) All insulation joints shall be staggered, including daily tie-ins.

- 7) Metal
  - a) Color Selection

b) Gravel guard - use minimal raised lip for areas where drainage is over the edge.

8) Drainage: Most guarantees prohibit water remaining on the roof more than 48 hours.

9) Roofing guarantees

a) No dollar limit. Guarantee system from the deck up, naming all products within the system.

b) No language about "no pay, no guarantee".

c) Warranty start date to be on or very near date of Acceptance of Building Contract. The roofing warranty required for his project must meet the requirements of UNIVERSITY OF NEW ORLEANS. It is important that the roofing manufacturer and applicator are aware of this. An incomplete or incorrect warranty **will** delay acceptance.

d) Supplementary Conditions Section 13.3.3, the Nineteenth Judicial Court in and for the Parish of East Baton Rouge, State of Louisiana shall have sole jurisdiction in any action brought under this contract.

10) Manufacturer's specification to be used in support of designer's specification.

Manufacturer's requirements are a minimum, use designer's specification if it exceeds.

11) Track weather days including predicted rain percentage. Submit to designer monthly with pay estimate.

Pre-application Conference to verify readiness of the project structure, review assignments of Preliminary Conference, scan last minute details, changes or corrections and to review the anticipated schedule of progress. This conference should be held within one (1) week of roofing application. Attendance by general contractor, roofing subcontractor and superintendent or foreman and manufacturer's representative is required.

Representatives of the designer and UNO shall be visiting the site to make sure the roof is being installed per the manufacturers' require-ments and the Contract Documents. If found not in compliance, tests and corrective measures may be required to prove the roof is acceptable. Tests include Blow-Off Testing, etc.

Moisture Survey - When installation is complete, UNO will arrange to have a moisture survey performed. Deficiencies will be noted, either on the roof with paint or on roof plan drawing or both. After these deficiencies are corrected, this office will arrange to have these areas resurveyed. If these deficiencies are found not to be corrected and additional survey time is required, then the cost of this time will be assessed against the contractor at a rate of \$50.00 per hour through a credit change order.

Designer: Please fill out "Roof Completion Information" form and submit it with the Recommendation of Acceptance. If the roofed section is new, a scaled drawing is also needed. Preferably, this drawing would be on AutoCAD in compliance with the layers specified in our "Instructions to Designers."

### 10. General Correspondence:

a. Project Number must be on all correspondence.

b. Contractor shall copy University of New Orleans on any correspondence **if**:

1) It involves a controversial issue.

2) It relates to information requests to the Designer that had not been furnished in a timely manner.

# 11. Miscellaneous Items to be Discussed as Necessary:

- a. Shop drawings, samples, hardware, and color schedules. Shop drawings submitted to the user by the designer are for record purposes only, not for approval. Approval is the sole responsibility of the designer.
  COLOR SELECTION: If the User does not approve color selections in a timely manner, the Designer, in consultation with UNO, shall make the selections, which will be final.
- b. Establish the location and type of temporary facilities and utilities. Establish how payment for temporary utilities will be made and how costs will be tracked?
- c. Outages/Interruptions of Services. Contractor is to request, in writing, all outages/interruptions to the User. The amount of advance notice is to be determined by the user. Coordination of outages or interruptions is the responsibility of the contractor
- d. Contractor use/access to pertinent buildings and facilities.
- e. Location of staging area and/or fencing.
- f. Site and stored material security is the contractor's responsibility.
- g. Use of site, parking of vehicles, decals and/or permits for parking
- h. The User shall have first refusal of salvaged materials. Where are they to be delivered? The contractor is responsible for the disposition of all other materials in accordance with laws and regulations.

- i. Safety and First Aid. This is the contractor's responsibility.
- Procedure for keeping Record Documents. į. Contractor to record as-built information that varies from the contract documents, on (1) one set of prints, to be furnished to the Designer at completion of the job. As-builts are prepared by Designer, inclusive of Supplemental Drawings, the Contractor, based on the as-built work and the required adjustments to the contract documents and the change orders, and shall be submitted timely to University of New Plans shall be marked "AS-Orleans. BUILT". As-built drawings submitted to UNO shall consist of (2) two full size paper sets of Record Drawings (As-Built) prepared by the Designer. Also required are (2) two disks or flash drives of As-built drawings in AutoCAD (.dwg) and .pdf format, including electronic copies of the bid specifications and addenda. Acceptable As-builts are required prior to the Designer's final payment.
- k. Use of any Asbestos Containing materials is prohibited.
- 1. Pictures or videos of existing conditions may be made.
- m. Near the end of the project the UNO Project Manager will review the work to determine compliance with UNO's ADA Non-Comprehensive Field Checklist. Any accessibility problems identified in this review shall be corrected before the project can be considered complete.

### 12. Pre-Close Out Conference

When the project reaches 75 to 80% completion the Designer will schedule a meeting with the Contractor, UNO and the User to review the requirements and procedures for the Final Inspection and Acceptance.

### SCHEDULE OF VALUES

*The Contractor is to use the following format. The total Contract Cost is to be itemized in each Subsection listed (as applicable)* 

DIVISIO	N 01 – GENERAL REQUIREMENTS	Quantity	Cost
01 32 50	General Requirements Record Drawings, Shop Drawings, Product aples and other submittals.	TOTAL	
DIVISIO	N 02 – EXISTING CONDITIONS	IOTAL	
	Subsurface Investigation Demolition	TOTAL	
DIVISIO	N 03 – CONCRETE		
$\begin{array}{c} 03 \ 11 \ 00 \\ 03 \ 15 \ 00 \\ 03 \ 20 \ 00 \\ 03 \ 30 \ 00 \\ 03 \ 40 \ 00 \end{array}$	Maintenance of Concrete Concrete Forming Concrete Accessories Concrete Reinforcing Cast-in-place Concrete Precast Concrete Cast Decks & Underlayment	 	
DIVISIO	N 04 – MASONRY		
04 05 13 04 05 19 04 05 23	Maintenance of Masonry Masonry Mortaring Masonry Anchorage & Reinforcing Masonry Accessories Unit Masonry	TOTAL	
DIVISIO	N 05 – METALS		
05 10 00 05 20 00 05 30 00 05 50 00	Metal Fastenings Structural Metal Framing Metal Joists Metal Decking Metal Fabrications Formed Metal Fabrications		
DIVISIO	N 06 – WOOD, PLASTICS, & COMPOSITES		
06 10 00 06 13 00	Fastening and Adhesives Rough Carpentry Heavy Timber Shop-fabricated Structural Wood		
	Finish Carpentry	SUB-TOTAL	

	COMPOSITES (CONTINUES)		
	Architectural Woodwork		
	Plastic Fabrications		
06 80 00	Composite Fabrications		
		TOTAL	
DIVISIO	N 07 – THERMAL AND MOISTURE		
	PROTECTION		
	Dampproofing and Waterproofing		
07 18 00	Traffic Coatings		
07 19 00	Water Repellents		
07 21 00	Thermal Insulation		
07 24 00	Exterior Insulation & Finish Systems		
07 25 00	Weather Barriers		
07 31 00	Shingles and Shakes		
07 32 00	Roof Tiles		
07 40 00	Roofing and Siding Panels		
07 50 00	Membrane Roofing		
07 60 00	Flashing and Sheet Metal		
	Sheet Metal Roofing		
07 70 00	Roof & Wall Specialties and Accessories		
07 80 00	Fire and Smoke Protection		
07 90 00	Joint Protection		
07 95 00	Expansion Control		
		TOTAL	
DIVISIO	N 08 – OPENINGS		
08 11 00	Metal Doors and Frames		
08 11 00 08 14 00	Metal Doors and Frames Wood Doors		
08 11 00 08 14 00 08 15 00	Metal Doors and Frames Wood Doors Plastic Doors		
08 11 00 08 14 00 08 15 00 08 30 00	Metal Doors and Frames Wood Doors Plastic Doors Specialty Doors and Frames		
08 11 00 08 14 00 08 15 00 08 30 00 08 41 00	Metal Doors and Frames Wood Doors Plastic Doors Specialty Doors and Frames Entrances and Storefronts		
08 11 00 08 14 00 08 15 00 08 30 00 08 41 00 08 44 00	Metal Doors and Frames Wood Doors Plastic Doors Specialty Doors and Frames Entrances and Storefronts Curtain Wall and Glazed Assemblies		
08 11 00 08 14 00 08 15 00 08 30 00 08 41 00 08 44 00 08 51 00	Metal Doors and Frames Wood Doors Plastic Doors Specialty Doors and Frames Entrances and Storefronts Curtain Wall and Glazed Assemblies Metal Windows		
$\begin{array}{c} 08 \ 11 \ 00 \\ 08 \ 14 \ 00 \\ 08 \ 15 \ 00 \\ 08 \ 30 \ 00 \\ 08 \ 41 \ 00 \\ 08 \ 44 \ 00 \\ 08 \ 51 \ 00 \\ 08 \ 52 \ 00 \end{array}$	Metal Doors and Frames Wood Doors Plastic Doors Specialty Doors and Frames Entrances and Storefronts Curtain Wall and Glazed Assemblies Metal Windows Wood Windows		
$\begin{array}{c} 08 \ 11 \ 00 \\ 08 \ 14 \ 00 \\ 08 \ 15 \ 00 \\ 08 \ 30 \ 00 \\ 08 \ 41 \ 00 \\ 08 \ 51 \ 00 \\ 08 \ 52 \ 00 \\ 08 \ 53 \ 00 \end{array}$	Metal Doors and Frames Wood Doors Plastic Doors Specialty Doors and Frames Entrances and Storefronts Curtain Wall and Glazed Assemblies Metal Windows Wood Windows Plastic Windows		
$\begin{array}{c} 08 \ 11 \ 00 \\ 08 \ 14 \ 00 \\ 08 \ 15 \ 00 \\ 08 \ 30 \ 00 \\ 08 \ 41 \ 00 \\ 08 \ 44 \ 00 \\ 08 \ 51 \ 00 \\ 08 \ 52 \ 00 \\ 08 \ 53 \ 00 \\ 08 \ 56 \ 00 \end{array}$	Metal Doors and Frames Wood Doors Plastic Doors Specialty Doors and Frames Entrances and Storefronts Curtain Wall and Glazed Assemblies Metal Windows Wood Windows Plastic Windows Special Function Windows		
$\begin{array}{c} 08 \ 11 \ 00 \\ 08 \ 14 \ 00 \\ 08 \ 15 \ 00 \\ 08 \ 30 \ 00 \\ 08 \ 41 \ 00 \\ 08 \ 44 \ 00 \\ 08 \ 51 \ 00 \\ 08 \ 52 \ 00 \\ 08 \ 53 \ 00 \\ 08 \ 56 \ 00 \\ 08 \ 60 \ 00 \end{array}$	Metal Doors and Frames Wood Doors Plastic Doors Specialty Doors and Frames Entrances and Storefronts Curtain Wall and Glazed Assemblies Metal Windows Wood Windows Plastic Windows Special Function Windows Roof Windows and Skylights		
$\begin{array}{c} 08 \ 11 \ 00 \\ 08 \ 14 \ 00 \\ 08 \ 15 \ 00 \\ 08 \ 30 \ 00 \\ 08 \ 41 \ 00 \\ 08 \ 44 \ 00 \\ 08 \ 51 \ 00 \\ 08 \ 52 \ 00 \\ 08 \ 53 \ 00 \\ 08 \ 56 \ 00 \\ 08 \ 60 \ 00 \\ 08 \ 70 \ 00 \end{array}$	Metal Doors and Frames Wood Doors Plastic Doors Specialty Doors and Frames Entrances and Storefronts Curtain Wall and Glazed Assemblies Metal Windows Wood Windows Plastic Windows Special Function Windows Roof Windows and Skylights Hardware		
$\begin{array}{c} 08 \ 11 \ 00 \\ 08 \ 14 \ 00 \\ 08 \ 15 \ 00 \\ 08 \ 30 \ 00 \\ 08 \ 41 \ 00 \\ 08 \ 44 \ 00 \\ 08 \ 51 \ 00 \\ 08 \ 52 \ 00 \\ 08 \ 52 \ 00 \\ 08 \ 52 \ 00 \\ 08 \ 56 \ 00 \\ 08 \ 60 \ 00 \\ 08 \ 70 \ 00 \\ 08 \ 80 \ 00 \end{array}$	Metal Doors and Frames Wood Doors Plastic Doors Specialty Doors and Frames Entrances and Storefronts Curtain Wall and Glazed Assemblies Metal Windows Wood Windows Plastic Windows Special Function Windows Roof Windows and Skylights Hardware Glazing		
$\begin{array}{c} 08 \ 11 \ 00 \\ 08 \ 14 \ 00 \\ 08 \ 15 \ 00 \\ 08 \ 30 \ 00 \\ 08 \ 41 \ 00 \\ 08 \ 44 \ 00 \\ 08 \ 51 \ 00 \\ 08 \ 52 \ 00 \\ 08 \ 52 \ 00 \\ 08 \ 52 \ 00 \\ 08 \ 56 \ 00 \\ 08 \ 60 \ 00 \\ 08 \ 70 \ 00 \\ 08 \ 80 \ 00 \end{array}$	Metal Doors and Frames Wood Doors Plastic Doors Specialty Doors and Frames Entrances and Storefronts Curtain Wall and Glazed Assemblies Metal Windows Wood Windows Plastic Windows Special Function Windows Roof Windows and Skylights Hardware		
$\begin{array}{c} 08 \ 11 \ 00 \\ 08 \ 14 \ 00 \\ 08 \ 15 \ 00 \\ 08 \ 30 \ 00 \\ 08 \ 41 \ 00 \\ 08 \ 44 \ 00 \\ 08 \ 51 \ 00 \\ 08 \ 52 \ 00 \\ 08 \ 52 \ 00 \\ 08 \ 52 \ 00 \\ 08 \ 56 \ 00 \\ 08 \ 60 \ 00 \\ 08 \ 70 \ 00 \\ 08 \ 80 \ 00 \end{array}$	Metal Doors and Frames Wood Doors Plastic Doors Specialty Doors and Frames Entrances and Storefronts Curtain Wall and Glazed Assemblies Metal Windows Wood Windows Plastic Windows Special Function Windows Roof Windows and Skylights Hardware Glazing		
$\begin{array}{c} 08 \ 11 \ 00 \\ 08 \ 14 \ 00 \\ 08 \ 15 \ 00 \\ 08 \ 30 \ 00 \\ 08 \ 41 \ 00 \\ 08 \ 41 \ 00 \\ 08 \ 51 \ 00 \\ 08 \ 52 \ 00 \\ 08 \ 52 \ 00 \\ 08 \ 53 \ 00 \\ 08 \ 56 \ 00 \\ 08 \ 70 \ 00 \\ 08 \ 80 \ 00 \\ 08 \ 90 \ 00 \end{array}$	Metal Doors and Frames Wood Doors Plastic Doors Specialty Doors and Frames Entrances and Storefronts Curtain Wall and Glazed Assemblies Metal Windows Wood Windows Plastic Windows Special Function Windows Roof Windows and Skylights Hardware Glazing Louvers and Vents		
$\begin{array}{c} 08 \ 11 \ 00 \\ 08 \ 14 \ 00 \\ 08 \ 15 \ 00 \\ 08 \ 30 \ 00 \\ 08 \ 41 \ 00 \\ 08 \ 41 \ 00 \\ 08 \ 51 \ 00 \\ 08 \ 52 \ 00 \\ 08 \ 52 \ 00 \\ 08 \ 53 \ 00 \\ 08 \ 56 \ 00 \\ 08 \ 70 \ 00 \\ 08 \ 80 \ 00 \\ 08 \ 90 \ 00 \end{array}$	Metal Doors and Frames Wood Doors Plastic Doors Specialty Doors and Frames Entrances and Storefronts Curtain Wall and Glazed Assemblies Metal Windows Wood Windows Plastic Windows Special Function Windows Roof Windows and Skylights Hardware Glazing		
08 11 00 08 14 00 08 15 00 08 30 00 08 41 00 08 44 00 08 51 00 08 52 00 08 53 00 08 56 00 08 60 00 08 70 00 08 80 00 08 90 00	Metal Doors and Frames Wood Doors Plastic Doors Specialty Doors and Frames Entrances and Storefronts Curtain Wall and Glazed Assemblies Metal Windows Wood Windows Plastic Windows Special Function Windows Roof Windows and Skylights Hardware Glazing Louvers and Vents		
08 11 00 08 14 00 08 15 00 08 30 00 08 41 00 08 44 00 08 51 00 08 52 00 08 53 00 08 56 00 08 60 00 08 70 00 08 80 00 08 90 00 DIVISIO	Metal Doors and Frames Wood Doors Plastic Doors Specialty Doors and Frames Entrances and Storefronts Curtain Wall and Glazed Assemblies Metal Windows Wood Windows Plastic Windows Special Function Windows Roof Windows and Skylights Hardware Glazing Louvers and Vents N 09 – FINISHES Supports for Plaster and Gypsum Board		
08 11 00 08 14 00 08 15 00 08 30 00 08 41 00 08 44 00 08 51 00 08 52 00 08 53 00 08 56 00 08 60 00 08 70 00 08 80 00 08 90 00 DIVISIO	Metal Doors and Frames Wood Doors Plastic Doors Specialty Doors and Frames Entrances and Storefronts Curtain Wall and Glazed Assemblies Metal Windows Wood Windows Plastic Windows Special Function Windows Roof Windows and Skylights Hardware Glazing Louvers and Vents N 09 – FINISHES Supports for Plaster and Gypsum Board Gypsum Plastering		
08 11 00 08 14 00 08 15 00 08 30 00 08 41 00 08 51 00 08 52 00 08 52 00 08 56 00 08 60 00 08 70 00 08 80 00 08 90 00 DIVISIO 09 22 00 09 23 00 09 24 00	Metal Doors and Frames Wood Doors Plastic Doors Specialty Doors and Frames Entrances and Storefronts Curtain Wall and Glazed Assemblies Metal Windows Wood Windows Plastic Windows Special Function Windows Roof Windows and Skylights Hardware Glazing Louvers and Vents N 09 – FINISHES Supports for Plaster and Gypsum Board Gypsum Plastering Portland Cement Plastering		
08 11 00 08 14 00 08 15 00 08 30 00 08 41 00 08 51 00 08 52 00 08 52 00 08 53 00 08 56 00 08 60 00 08 70 00 08 80 00 08 90 00 DIVISIO 09 22 00 09 23 00 09 24 00 09 29 00	Metal Doors and Frames Wood Doors Plastic Doors Specialty Doors and Frames Entrances and Storefronts Curtain Wall and Glazed Assemblies Metal Windows Wood Windows Plastic Windows Special Function Windows Roof Windows and Skylights Hardware Glazing Louvers and Vents N 09 – FINISHES Supports for Plaster and Gypsum Board Gypsum Plastering Portland Cement Plastering Gypsum Board		
08 11 00 08 14 00 08 15 00 08 30 00 08 41 00 08 51 00 08 52 00 08 52 00 08 56 00 08 60 00 08 70 00 08 80 00 08 90 00 DIVISIO 09 22 00 09 23 00 09 24 00	Metal Doors and Frames Wood Doors Plastic Doors Specialty Doors and Frames Entrances and Storefronts Curtain Wall and Glazed Assemblies Metal Windows Wood Windows Plastic Windows Special Function Windows Roof Windows and Skylights Hardware Glazing Louvers and Vents N 09 – FINISHES Supports for Plaster and Gypsum Board Gypsum Plastering Portland Cement Plastering Gypsum Board	 	

DISISION 06 - WOOD, PLASTICS, &

### DIVISION 09 – FINISHES (CONTINUED)

09 50 00	Acoustical Ceilings		
09 54 00	Specialty Ceilings		
	Quantity		
09 61 00	Flooring Treatment		
	Specialty Flooring		
	Masonry Flooring		
	Wood Flooring		-
	Resilient Flooring		
	Terrazzo Flooring		
	Carpeting		
	Access Flooring		
	Wall Finishes		
09 91 00			-
	Special Coatings		
07 77 00	Special Coallings	TOTAL	
DIVISIO	N 10 – SPECIALTIES	IOTAL	
DIVISIO	N 10-51 ECIALTIES		
10 11 00	Visual Display Surfaces		
10 11 00			
	Compartments and Cubicles		
	Partitions		
	Wall and Door Protection		
	Toilet, Bath, and Laundry Accessories		
	Fire Protection Specialties		
	<b>1</b>		
10 51 00			
	Storage Assemblies Grilles and Screens	TOTAL	
10 82 00	Grines and Screens	IOTAL	
DIVISIO			
DIVISIO	N 11 – EQUIPMENT		
11 15 00	Security, Detention, and Banking Equipment		
11 10 00	Detention Equipment		
	Commercial Laundry and		
11 23 00	Dry Cleaning Equipment		
11 26 00	Unit Kitchens		
	Photographic Processing Equipment		
	Foodservice Equipment		
	Library Equipment		
	Audio-Visual Equipment		
	Laboratory Equipment		
	Theater and Stage Equipment		
	Athletic and Recreational Equipment		
11 /0 00	Healthcare Equipment		
DIVICIO		TOTAL	
DIVISIO	N 12 – FURNISHINGS		
10.00.00	Window Transformer		
	Window Treatments		
	Casework		
	Furnishings and Accessories		
12 50 00	Furniture		
		TOTAL	

### DIVISION 13 - SPECIAL CONSTRUCTION

13 10 00	Special Facility Components		
13 34 00	Fabricated Engineered Structures		
	Radiation Protection		
		TOTAL	
		10 mil	
DIVISIO	N 14 – CONVEYING EQUIPMENT		
DIVISIO	N 14 - CONVETTINO EQUITIMENT		
14 20 00	Elemeters		
	Elevators		
	Escalators and Moving Walks		
14 40 00			
14 80 00	Scaffolding		
		TOTAL	
DIVISIO	N 21 – FIRE SUPPRESSION		
21 10 00	Water-Based Fire-Suppression Systems		
	Piping		
21 20 00	Fire-Extinguishing Systems		
	Fire Pumps		
DIVISIO	N 22 – PLUMBING	TOTAL	
DIVISIO		TOTAL	
22 07 00	Plumbing Insulation		
	Facility Water Distribution		
	Facility Sanitary Sewerage		
	Facility Storm Drainage		
	Plumbing Equipment		
22 40 00	Plumbing Fixtures		
		TOTAL	
DIVISIO	N 23 – HEATING, VENTILATING, & AIR-		
DIVISIO	N 23 – HEATING, VENTILATING, & AIR- CONDITIONING		
DIVISIO			
	CONDITIONING		
23 05 93	CONDITIONING Testing, Adjusting, & Balancing for HVAC		
23 05 93 23 07 00	CONDITIONING Testing, Adjusting, & Balancing for HVAC HVAC Insulation		
23 05 93 23 07 00 23 09 00	CONDITIONING Testing, Adjusting, & Balancing for HVAC HVAC Insulation Instrumentation & Control for HVAC		
23 05 93 23 07 00 23 09 00 23 13 00	CONDITIONING Testing, Adjusting, & Balancing for HVAC HVAC Insulation Instrumentation & Control for HVAC Facility Fuel-Storage Tanks		
23 05 93 23 07 00 23 09 00 23 13 00 23 20 00	CONDITIONING Testing, Adjusting, & Balancing for HVAC HVAC Insulation Instrumentation & Control for HVAC Facility Fuel-Storage Tanks HVAC Piping and Pumps		
23 05 93 23 07 00 23 09 00 23 13 00 23 20 00 23 30 00	CONDITIONING Testing, Adjusting, & Balancing for HVAC HVAC Insulation Instrumentation & Control for HVAC Facility Fuel-Storage Tanks HVAC Piping and Pumps HVAC Air Distribution		
23 05 93 23 07 00 23 09 00 23 13 00 23 20 00 23 30 00 23 40 00	CONDITIONING Testing, Adjusting, & Balancing for HVAC HVAC Insulation Instrumentation & Control for HVAC Facility Fuel-Storage Tanks HVAC Piping and Pumps HVAC Air Distribution HVAC Air Cleaning Devices		
23 05 93 23 07 00 23 09 00 23 13 00 23 20 00 23 30 00 23 40 00 23 50 00	CONDITIONING Testing, Adjusting, & Balancing for HVAC HVAC Insulation Instrumentation & Control for HVAC Facility Fuel-Storage Tanks HVAC Piping and Pumps HVAC Air Distribution HVAC Air Cleaning Devices Central Heating Equipment		
23 05 93 23 07 00 23 09 00 23 13 00 23 20 00 23 30 00 23 40 00 23 50 00 23 60 00	CONDITIONING Testing, Adjusting, & Balancing for HVAC HVAC Insulation Instrumentation & Control for HVAC Facility Fuel-Storage Tanks HVAC Piping and Pumps HVAC Air Distribution HVAC Air Cleaning Devices Central Heating Equipment Central Cooling Equipment		
23 05 93 23 07 00 23 09 00 23 13 00 23 20 00 23 30 00 23 40 00 23 50 00 23 60 00	CONDITIONING Testing, Adjusting, & Balancing for HVAC HVAC Insulation Instrumentation & Control for HVAC Facility Fuel-Storage Tanks HVAC Piping and Pumps HVAC Air Distribution HVAC Air Cleaning Devices Central Heating Equipment		
23 05 93 23 07 00 23 09 00 23 13 00 23 20 00 23 30 00 23 40 00 23 50 00 23 60 00	CONDITIONING Testing, Adjusting, & Balancing for HVAC HVAC Insulation Instrumentation & Control for HVAC Facility Fuel-Storage Tanks HVAC Piping and Pumps HVAC Air Distribution HVAC Air Cleaning Devices Central Heating Equipment Central Cooling Equipment		
23 05 93 23 07 00 23 09 00 23 13 00 23 20 00 23 30 00 23 40 00 23 50 00 23 60 00	CONDITIONING Testing, Adjusting, & Balancing for HVAC HVAC Insulation Instrumentation & Control for HVAC Facility Fuel-Storage Tanks HVAC Piping and Pumps HVAC Air Distribution HVAC Air Cleaning Devices Central Heating Equipment Central Cooling Equipment		
23 05 93 23 07 00 23 09 00 23 13 00 23 20 00 23 30 00 23 40 00 23 50 00 23 60 00 23 70 00	CONDITIONING Testing, Adjusting, & Balancing for HVAC HVAC Insulation Instrumentation & Control for HVAC Facility Fuel-Storage Tanks HVAC Piping and Pumps HVAC Air Distribution HVAC Air Cleaning Devices Central Heating Equipment Central Cooling Equipment		
23 05 93 23 07 00 23 09 00 23 13 00 23 20 00 23 30 00 23 40 00 23 50 00 23 60 00 23 70 00	CONDITIONING Testing, Adjusting, & Balancing for HVAC HVAC Insulation Instrumentation & Control for HVAC Facility Fuel-Storage Tanks HVAC Piping and Pumps HVAC Air Distribution HVAC Air Cleaning Devices Central Heating Equipment Central Cooling Equipment Central HVAC Equipment		
23 05 93 23 07 00 23 09 00 23 13 00 23 20 00 23 30 00 23 40 00 23 50 00 23 60 00 23 70 00	CONDITIONING Testing, Adjusting, & Balancing for HVAC HVAC Insulation Instrumentation & Control for HVAC Facility Fuel-Storage Tanks HVAC Piping and Pumps HVAC Air Distribution HVAC Air Distribution HVAC Air Cleaning Devices Central Heating Equipment Central Cooling Equipment Central HVAC Equipment		
23 05 93 23 07 00 23 09 00 23 13 00 23 20 00 23 30 00 23 40 00 23 50 00 23 60 00 23 70 00	CONDITIONING Testing, Adjusting, & Balancing for HVAC HVAC Insulation Instrumentation & Control for HVAC Facility Fuel-Storage Tanks HVAC Piping and Pumps HVAC Air Distribution HVAC Air Cleaning Devices Central Heating Equipment Central Cooling Equipment Central HVAC Equipment N 26 – ELECTRICAL		
23 05 93 23 07 00 23 09 00 23 13 00 23 20 00 23 30 00 23 40 00 23 50 00 23 60 00 23 70 00 DIVISION 26 09 00	CONDITIONING Testing, Adjusting, & Balancing for HVAC HVAC Insulation Instrumentation & Control for HVAC Facility Fuel-Storage Tanks HVAC Piping and Pumps HVAC Air Distribution HVAC Air Cleaning Devices Central Heating Equipment Central Cooling Equipment Central HVAC Equipment N 26 – ELECTRICAL		
23 05 93 23 07 00 23 09 00 23 13 00 23 20 00 23 30 00 23 40 00 23 50 00 23 60 00 23 70 00 DIVISIOI 26 09 00 26 10 00	CONDITIONING Testing, Adjusting, & Balancing for HVAC HVAC Insulation Instrumentation & Control for HVAC Facility Fuel-Storage Tanks HVAC Piping and Pumps HVAC Air Distribution HVAC Air Cleaning Devices Central Heating Equipment Central Cooling Equipment Central HVAC Equipment N 26 – ELECTRICAL Instrumentation & Control for Electrical Systems Medium-Voltage Electrical Distribution		
23 05 93 23 07 00 23 09 00 23 13 00 23 20 00 23 30 00 23 40 00 23 50 00 23 60 00 23 70 00 DIVISION 26 09 00 26 10 00 26 20 00	CONDITIONING Testing, Adjusting, & Balancing for HVAC HVAC Insulation Instrumentation & Control for HVAC Facility Fuel-Storage Tanks HVAC Piping and Pumps HVAC Air Distribution HVAC Air Distribution HVAC Air Cleaning Devices Central Heating Equipment Central Cooling Equipment Central HVAC Equipment N 26 – ELECTRICAL Instrumentation & Control for Electrical Systems Medium-Voltage Electrical Distribution Low-Voltage Electrical Transmission		
23 05 93 23 07 00 23 09 00 23 13 00 23 20 00 23 30 00 23 40 00 23 50 00 23 60 00 23 70 00 DIVISION 26 09 00 26 10 00 26 20 00 26 27 00	CONDITIONING Testing, Adjusting, & Balancing for HVAC HVAC Insulation Instrumentation & Control for HVAC Facility Fuel-Storage Tanks HVAC Piping and Pumps HVAC Air Distribution HVAC Air Cleaning Devices Central Heating Equipment Central Cooling Equipment Central HVAC Equipment N 26 – ELECTRICAL Instrumentation & Control for Electrical Systems Medium-Voltage Electrical Distribution Low-Voltage Distribution Equipment	    TOTAL	
23 05 93 23 07 00 23 09 00 23 13 00 23 20 00 23 30 00 23 40 00 23 50 00 23 60 00 23 70 00 DIVISION 26 09 00 26 10 00 26 20 00 26 27 00 26 30 00	CONDITIONING Testing, Adjusting, & Balancing for HVAC HVAC Insulation Instrumentation & Control for HVAC Facility Fuel-Storage Tanks HVAC Piping and Pumps HVAC Air Distribution HVAC Air Cleaning Devices Central Heating Equipment Central Cooling Equipment Central HVAC Equipment N 26 – ELECTRICAL Instrumentation & Control for Electrical Systems Medium-Voltage Electrical Distribution Low-Voltage Distribution Equipment Facility Electrical Power Generating	    TOTAL	
23 05 93 23 07 00 23 09 00 23 13 00 23 20 00 23 30 00 23 40 00 23 50 00 23 60 00 23 70 00 DIVISIO 26 09 00 26 10 00 26 20 00 26 27 00 26 30 00	CONDITIONING Testing, Adjusting, & Balancing for HVAC HVAC Insulation Instrumentation & Control for HVAC Facility Fuel-Storage Tanks HVAC Piping and Pumps HVAC Air Distribution HVAC Air Cleaning Devices Central Heating Equipment Central Cooling Equipment Central HVAC Equipment N 26 – ELECTRICAL Instrumentation & Control for Electrical Systems Medium-Voltage Electrical Distribution Low-Voltage Distribution Equipment Facility Electrical Power Generating & Storage Equipment	    TOTAL	
23 05 93 23 07 00 23 09 00 23 13 00 23 20 00 23 30 00 23 40 00 23 50 00 23 60 00 23 70 00 DIVISIO 26 09 00 26 10 00 26 20 00 26 20 00 26 30 00 26 40 00	CONDITIONING Testing, Adjusting, & Balancing for HVAC HVAC Insulation Instrumentation & Control for HVAC Facility Fuel-Storage Tanks HVAC Piping and Pumps HVAC Air Distribution HVAC Air Cleaning Devices Central Heating Equipment Central Cooling Equipment Central HVAC Equipment N 26 – ELECTRICAL Instrumentation & Control for Electrical Systems Medium-Voltage Electrical Distribution Low-Voltage Electrical Transmission Low-Voltage Distribution Equipment Facility Electrical Power Generating & Storage Equipment Electrical and Cathodic Protection	   TOTAL	
23 05 93 23 07 00 23 09 00 23 13 00 23 20 00 23 30 00 23 40 00 23 50 00 23 60 00 23 70 00 DIVISIO 26 09 00 26 10 00 26 20 00 26 27 00 26 30 00	CONDITIONING Testing, Adjusting, & Balancing for HVAC HVAC Insulation Instrumentation & Control for HVAC Facility Fuel-Storage Tanks HVAC Piping and Pumps HVAC Air Distribution HVAC Air Cleaning Devices Central Heating Equipment Central Cooling Equipment Central HVAC Equipment N 26 – ELECTRICAL Instrumentation & Control for Electrical Systems Medium-Voltage Electrical Distribution Low-Voltage Electrical Transmission Low-Voltage Distribution Equipment Facility Electrical Power Generating & Storage Equipment Electrical and Cathodic Protection		
23 05 93 23 07 00 23 09 00 23 13 00 23 20 00 23 30 00 23 40 00 23 50 00 23 60 00 23 70 00 DIVISIO 26 09 00 26 10 00 26 20 00 26 20 00 26 30 00 26 40 00	CONDITIONING Testing, Adjusting, & Balancing for HVAC HVAC Insulation Instrumentation & Control for HVAC Facility Fuel-Storage Tanks HVAC Piping and Pumps HVAC Air Distribution HVAC Air Cleaning Devices Central Heating Equipment Central Cooling Equipment Central HVAC Equipment N 26 – ELECTRICAL Instrumentation & Control for Electrical Systems Medium-Voltage Electrical Distribution Low-Voltage Electrical Transmission Low-Voltage Distribution Equipment Facility Electrical Power Generating & Storage Equipment Electrical and Cathodic Protection	   TOTAL	
23 05 93 23 07 00 23 09 00 23 13 00 23 20 00 23 30 00 23 40 00 23 50 00 23 60 00 23 70 00 DIVISIO 26 09 00 26 10 00 26 20 00 26 20 00 26 30 00 26 40 00	CONDITIONING Testing, Adjusting, & Balancing for HVAC HVAC Insulation Instrumentation & Control for HVAC Facility Fuel-Storage Tanks HVAC Piping and Pumps HVAC Air Distribution HVAC Air Cleaning Devices Central Heating Equipment Central Cooling Equipment Central HVAC Equipment Central HVAC Equipment N26 – ELECTRICAL Instrumentation & Control for Electrical Systems Medium-Voltage Electrical Distribution Low-Voltage Electrical Transmission Low-Voltage Distribution Equipment Facility Electrical Power Generating & Storage Equipment Electrical and Cathodic Protection Lighting		

### DIVIASION 27 – COMMUNICATIONS

27 10 00	Structured Cabling		
27 20 00	Data Communications		
27 30 00	Voice Communications		
27 40 00	Audio-Video Communications		
27 50 00	Distributed Communications &		
	Monitoring Systems		
	6,	TOTAL	
DIVISIO	N 28 – ELECTRONIC SAFETY AND		
	SECURITY		
	52001011		
28 10 00	Electronic Access Control &		
20 10 00	Intrusion Detection		
28 20 00	Electronic Surveillance		
	Electronic Detection and Alarm		
	Electronic Monitoring and Control		
20 40 00	Electronic Wontoning and Control	TOTAL	
		IOIAL	
DIVISIO	N 31 – EARTHWORK		
DIVISIO	N 51 – LAKIII WOKK		
21 10 00	Site Cleaning		
	Site Clearing		
	Earth Moving		
	Soil Treatment		
	Soil Stabilization		
	Shoring and Underpinning		
	Excavation Support and Protection		
31 60 00	Special Foundations and Load-		
	Bearing Elements		
	e		
	C	TOTAL	
		TOTAL	
DIVISIO	N 32 – EXTERIOR IMPROVEMENTS	TOTAL	
	N 32 – EXTERIOR IMPROVEMENTS	TOTAL	
32 10 00	N 32 – EXTERIOR IMPROVEMENTS Bases, Ballasts, and Paving	TOTAL	
32 10 00 32 30 00	N 32 – EXTERIOR IMPROVEMENTS Bases, Ballasts, and Paving Site Improvements	TOTAL	
32 10 00	N 32 – EXTERIOR IMPROVEMENTS Bases, Ballasts, and Paving Site Improvements		
32 10 00 32 30 00 32 90 00	N 32 – EXTERIOR IMPROVEMENTS Bases, Ballasts, and Paving Site Improvements Planting	TOTAL	
32 10 00 32 30 00 32 90 00	N 32 – EXTERIOR IMPROVEMENTS Bases, Ballasts, and Paving Site Improvements		
32 10 00 32 30 00 32 90 00 DIVISIO	N 32 – EXTERIOR IMPROVEMENTS Bases, Ballasts, and Paving Site Improvements Planting N 33 – UTILITIES		
32 10 00 32 30 00 32 90 00 DIVISIO 33 10 00	N 32 – EXTERIOR IMPROVEMENTS Bases, Ballasts, and Paving Site Improvements Planting N 33 – UTILITIES Water Utilities		
32 10 00 32 30 00 32 90 00 DIVISIO 33 10 00 33 30 00	N 32 – EXTERIOR IMPROVEMENTS Bases, Ballasts, and Paving Site Improvements Planting N 33 – UTILITIES Water Utilities Sanitary Sewerage Utilities		
32 10 00 32 30 00 32 90 00 DIVISIO 33 10 00 33 30 00 33 40 00	N 32 – EXTERIOR IMPROVEMENTS Bases, Ballasts, and Paving Site Improvements Planting N 33 – UTILITIES Water Utilities Sanitary Sewerage Utilities Storm Drainage Utilities		
32 10 00 32 30 00 32 90 00 DIVISIO 33 10 00 33 30 00 33 40 00 33 50 00	N 32 – EXTERIOR IMPROVEMENTS Bases, Ballasts, and Paving Site Improvements Planting N 33 – UTILITIES Water Utilities Sanitary Sewerage Utilities Storm Drainage Utilities Fuel Distribution Utilities		
32 10 00 32 30 00 32 90 00 DIVISIO 33 10 00 33 30 00 33 40 00 33 50 00 33 60 00	N 32 – EXTERIOR IMPROVEMENTS Bases, Ballasts, and Paving Site Improvements Planting N 33 – UTILITIES Water Utilities Sanitary Sewerage Utilities Storm Drainage Utilities Fuel Distribution Utilities Hydronic & Steam Energy Utilities		
32 10 00 32 30 00 32 90 00 DIVISIO 33 10 00 33 30 00 33 40 00 33 50 00 33 60 00 33 70 00	N 32 – EXTERIOR IMPROVEMENTS Bases, Ballasts, and Paving Site Improvements Planting N 33 – UTILITIES Water Utilities Sanitary Sewerage Utilities Storm Drainage Utilities Fuel Distribution Utilities Hydronic & Steam Energy Utilities Electrical Utilities		
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32 10 00 32 30 00 32 90 00 DIVISIO 33 10 00 33 30 00 33 40 00 33 50 00 33 60 00 33 70 00 33 80 00 DIVISIO	N 32 – EXTERIOR IMPROVEMENTS Bases, Ballasts, and Paving Site Improvements Planting N 33 – UTILITIES Water Utilities Sanitary Sewerage Utilities Storm Drainage Utilities Fuel Distribution Utilities Fuel Distribution Utilities Hydronic & Steam Energy Utilities Electrical Utilities Communications Utilities	  	
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32 10 00 32 30 00 32 90 00 DIVISIO 33 10 00 33 30 00 33 40 00 33 50 00 33 60 00 33 70 00 33 80 00 DIVISIO 34 00 00	N 32 – EXTERIOR IMPROVEMENTS Bases, Ballasts, and Paving Site Improvements Planting N 33 – UTILITIES Water Utilities Sanitary Sewerage Utilities Storm Drainage Utilities Fuel Distribution Utilities Fuel Distribution Utilities Hydronic & Steam Energy Utilities Electrical Utilities Communications Utilities N 34 – TRANSPORTATION Transportation N 35 – WATERWAY AND MARINE	 TOTAL     TOTAL	
32 10 00 32 30 00 32 90 00 DIVISIO 33 10 00 33 30 00 33 40 00 33 50 00 33 60 00 33 70 00 33 80 00 DIVISIO 34 00 00 DIVISIO	N 32 – EXTERIOR IMPROVEMENTS Bases, Ballasts, and Paving Site Improvements Planting N 33 – UTILITIES Water Utilities Sanitary Sewerage Utilities Storm Drainage Utilities Fuel Distribution Utilities Fuel Distribution Utilities Hydronic & Steam Energy Utilities Electrical Utilities Communications Utilities N 34 – TRANSPORTATION Transportation N 35 – WATERWAY AND MARINE CONSTRUCTIONS	 TOTAL     TOTAL	
32 10 00 32 30 00 32 90 00 DIVISIO 33 10 00 33 30 00 33 40 00 33 50 00 33 60 00 33 70 00 33 80 00 DIVISIO 34 00 00 DIVISIO	N 32 – EXTERIOR IMPROVEMENTS Bases, Ballasts, and Paving Site Improvements Planting N 33 – UTILITIES Water Utilities Sanitary Sewerage Utilities Storm Drainage Utilities Fuel Distribution Utilities Fuel Distribution Utilities Hydronic & Steam Energy Utilities Electrical Utilities Communications Utilities N 34 – TRANSPORTATION Transportation N 35 – WATERWAY AND MARINE	 TOTAL     TOTAL	

DIVISION 40-43 – PROCESS EQUIPMENT		
DIVISION 44 – POLLUTION CONTROL EQUIPMENT		
<ul> <li>44 40 00 Water Treatment Equipment</li> <li>44 41 00 Packaged Water Treatment Plants</li> <li>44 50 00 Solid Waste Control</li> </ul>	 	
DIVISION 45 – INDUSTRY SPECIFIC MANUFACTURING EQUIPMENT	TOTAL	
DIVISION 48 – ELECTRICAL POWER GENERATION		
<ul><li>48 10 00 Electrical Power Generation Equipment</li><li>48 70 00 Electrical Power Generation Testing</li></ul>	TOTAL	

# Facility Planning & Control CHANGE ORDER

PROJECT NAME:		CHANGE ORDER No.
PROJECT NUMBER:	WBS No.	CONTRACT DATE:
CONTRACTOR:		CFMS / SRM No(s).
SITE CODE:	STATE ID:	NOTICE TO PROCEED DATE:

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.

Date:	DAYS
ge Order	DAYS
	DAYS
Date:	DAYS
ge Order	
	Date:

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

<b>RECOMMENDED</b> Designer's Name:		ACCEPTED Contractor's N		APPROVED Project Manager:		
Address:		Address:		Facility Planning & Control		
Email Address:		Email Address	S:			
By:		By:		By:		
Date:		Date:		Date:		
FACILITY PLANNING	AND CONTRO	L USE ONLY				
Classification	Amount		Classification	Amount		
Omission (Type "O")*			Miscellaneous (Type "M")			
Error (Type "E")*			Owner Requested (Type "R")			
		Senior M	lanager/Assistant Director approval:			
COMMENTS:		Schor W	anager/Assistant Director approval.			

### Construction Contract Change Order SUMMARY

State of Louisiana Facility Planning & Control State Project No. WBS No. Project Name:		Item No. RFI No. (or COR, C Date:	PR, etc.)	
Contractor Name:				
Description of Work:				
General Contractor Direct Costs - Breakdow (See attached breakdown) Total General Contractor Cost (General Contract Direct Cost plus OH&P)	vn No		<mark>%</mark> (Max: 8%)	
Subcontractor Cost Breakdowns (See attached.)		А	В	С
Subcontractor Name	Breakdown No.	Total Direct Cost	OH&P (Max 8%) % % % % % % % %	Total A+(A X B)
Subcontractor Direct Costs Total (Sum column A) Subcontractor Direct Costs + Subcontra	actor OH&P	\$ -		
(Sum column C) General Contractor OH&P on Subcontr (Sum column A times General Contractor OH&P rate. )	<mark>%0</mark> (Max: 8%)			
Total Subcontractor Costs (Subcontractor Direct Costs + OH&P + General Contractor O Change Order Subtotal (Sum of Total General Contractor Costs and Total Subcontractor				
Performance and Payment Bond at (Change Order Subtotal times Performance and Payment	Bond rate)		%	
Amount will be increased dee (Sum of Change Order Subtotal and Performance and Paymer	creased [ nt Bond)	unchanged by		
Days will be increased dee (Attach supporting data such as meteorological reports)	creased [	unchanged by		

### Construction Contract Change Order BREAKDOWN

State of Louisiana Facility Planning & Control State Project No. WBS No. Project Name:	Breakdown No. Item No. RFI No. (or COR, CPR, etc.) Date:					
Contractor/Subcontractor Name:						
Direct Cost of Work :						
A. Labor Check here if explained on the Comment Sheet 1 2 3 4 5		Hourly W	age Rate	Hours	Total Co:	st
6						
,		Labor Burden	(a)	%	)	
	LABOR TOTAL					
<b>B. Material</b> 1 2 3 4		Unit Price	Unit	Units	Total Cos	st
5						
6						
(Copies of invoices may be required.)	_ □	Add Tax @		%		
	MATERIAL TOTAL					
C. Equipment 1 2 3		Unit Rate	Unit	Units	Total Cos	st
4						
5						
6						
(Copies of invoices may be required.)		Add Tax @		%	,	
		EQUIPM	ENT TO	TAL		
TOTAL DIRECT COST FOR THIS BREAK (Sum A, B & C)	DO	WN:				

### Construction Contract Change Order BREAKDOWN COMMENT SHEET

State of Louisiana Facility Planning & Control State Project No. WBS No. Project Name:	Date:	
Contractor/Subcontractor Name:		
A. Labor		
No. (From BREAKDOWN Sheet)		
, ,		
·		
B. Material		
C. Equipment		

### Construction Contract Change Order UNIT PRICE BREAKDOWN

State of Louisiana	Breakdown No.
Facility Planning & Control	Item No.
State Project No.	RFI No. (or COR, CPR, etc.)
WBS No.	Date:
Project Name:	
Contractor/Subcontractor Name:	

### **Unit Price Tabulation**

(Unit prices must be included in the bid or clearly defined in a standard, industry recognized pricing reference. The pricing reference shall be identified herein.)

Unit Price Description	Reference*	Unit Price	Units	Total
* Reference Legend:				
* Reference Legend:				

### **Unit Price Total:**

(Sum Total column)

### State of Louisiana Division of Administration Facility Planning and Control 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. Facility Planning & Control has prepared a set of forms 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 of the Supplementary and General Conditions)

**Forms** - There are five forms to be used for all Facility Planning and Control 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 Facility Planning and Control. 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. The Site Code, State ID and CFMS / SRM No(s). (contract numbers) can be obtained from the FP&C Project Manager.

**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. Select the appropriate word for increase, decrease or unchanged, and delete the terms that don't apply.

**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. Select the appropriate word for increase, decrease or unchanged and delete the terms that don't apply. 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 FP&C.

### **SUMMARY:** (Refer to Article 7 of the Supplementary and General Conditions)

**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., WBS 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 8% 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 8% 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 contractors 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 8%) 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", and <u>delete the terms that don't apply</u>.

**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, **only** if it is proven the critical path is affected. Note that a change in scope does not necessarily indicate a change in time. Indicate "increased," "decreased" or "unchanged", and <u>delete the terms that don't apply</u>.

### **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., WBS 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, except as permitted by Section 7.2 of Supplementary Conditions. Supervisory personnel on the job-site, but with broad supervisory responsibility shall not be included as Direct Labor, except as permitted by Section 7.2 of Supplementary Conditions. Typically there will be only one superintendent on the job and his/her time shall not be included, except as permitted by Section 7.2 of Supplementary Conditions. 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 in compliance with the Contract Documents, 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 companyowned 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.

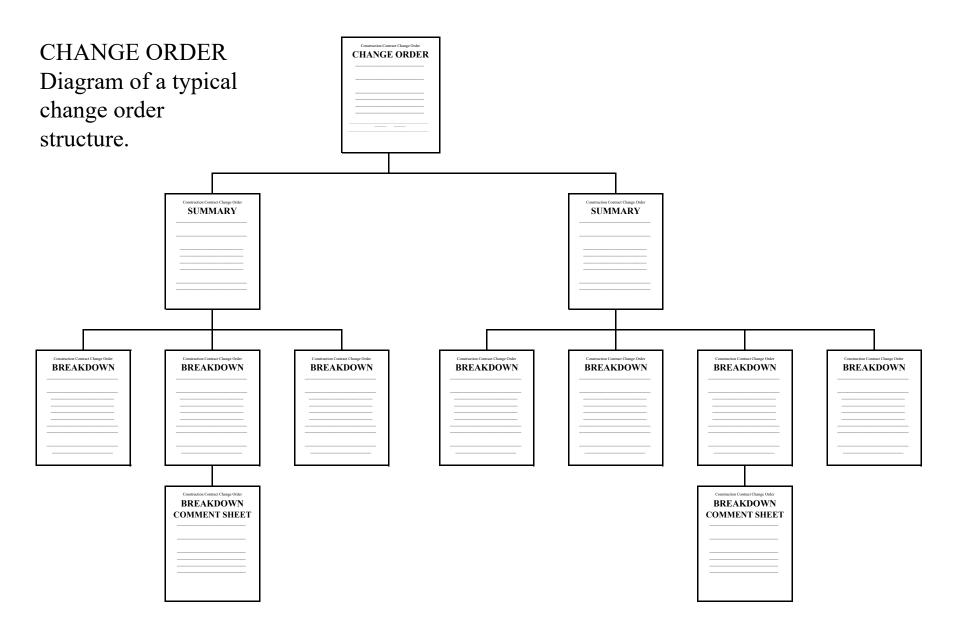
### **UNIT PRICE BREAKDOWN:**

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.



## $\clubsuit$ NOT FOR RECORDATION PURPOSES $\clubsuit$

# University of New Orleans RECOMMENDATION OF ACCEPTANCE

TO: UNIVERSITY OF NEW	W ORLEANS	FROM:	
Facility Services			
Administration Building 2000 Lakeshore Drive	g, Room 112		
New Orleans, LA 7014	8	—	
_ · · · · · · · · · · · · · · · · · · ·	-	_	Design Firm Name and Address
DATE:			
PROJECT NAME:			
PROJECT NUMBER:			WBS No.
			CFMS/SRM #:
ORIGINAL CONTRACT AMO	OUNT: \$		
FINAL CONTRACT AMOUN			
FINAL BUILDING AREA (SQ			
I certify that, to the best of my k	nowledge and belief, this		tially complete in accordance with the Plans
	where it can be used for th	e purpose which	was intended. It is recommended that it be
accepted.			
DATE OF ACCEPTANCE:			
CONTRACT DATE OF COM			
		of Acceptance Da	ate)
			\$
VALUE OF PUNCH LIST			\$
Was part of project occupied pri	ior to Acceptance?	$\Box$ No $\Box$ Ye	es, see attached Partial Occupancy Forms
ADA Certificate of Compliance			es, see attached form.
La. Building Code Certificate of	-	$\Box$ No $\Box$ Ye	es, see attached form.
ROOF GUAR-MANUF:	ST	ART DATE	END DATE:
			END DATE:
	51	<u></u>	
		Signed:	
			ESIGNER
FOR USE OF PROJECT MAN	AGER:		
		Signed:	
			ROJECT MANAGER

c: User Agency

# $\clubsuit$ NOT FOR RECORDATION PURPOSES $\clubsuit$

# **CERTIFICATE OF COMPLIANCE**

with

# Americans with Disabilities Act and Architectural Barriers Act Accessibility Guidelines

TO:	UNIVERSITY OF NEW ORLEANS FACILITY SERVICES Administration Building, Room 112 2000 Lakeshore Drive New Orleans, LA 70148	
FROM:		
	Design Firm Name and Address	
PROJECT NAME:		
PROJECT No.: WBS No.:		
SITE CODE:	STATE ID:	
DATE OF ACCEPT	TANCE:	
belief, this project has	certify that, to the best of a s been constructed in compliance with the Americans with D s Act Accessibility Guidelines as reviewed by the fire marsha	Disabilities Act and

Designer Signature

Date: \_\_\_\_\_

# **University of New Orleans**

# **CERTIFICATE OF COMPLIANCE** with **Louisiana Building Code for State Owned Buildings**

TO:	UNIVERSITY OF NEW ORLEANS FACILITY SERVICES Administration Building, Room 112 2000 Lakeshore Drive New Orleans, LA 70148
FROM:	
	Design Firm or Owner/User Name and Address
PROJECT NAME:	
PROJECT No.: WBS No.:	
SITE CODE:	STATE ID:
DATE OF ACCEPT	ANCE:

I, \_\_\_\_\_\_ certify that, to the best of my knowledge and belief, this project has been constructed in compliance with the construction documents determined to be satisfactory by the State of Louisiana.

\_\_\_\_\_ Date: \_\_\_\_\_

(Signature of Designer or Owner/User)

## $\clubsuit$ NOT FOR RECORDATION PURPOSES $\clubsuit$

# University of New Orleans PARTIAL OCCUPANCY

PROJECT NAME:

PROJECT LOCATION:

PROJECT / PART NUMBER:

CFMS / SRM No.

WBS NUMBER:

CONTRACTOR:

USER AGENCY:

The below described portion of subject project is, to the best of my knowledge and belief, complete to a point where the User desires to use in according with the Contract Documents.

DATE OCCUPIED: \_\_\_\_\_\_.

WARRANTY items covered by Occupancy:

		Designer	Date
		Contractor	Date
		University of New Orleans	Date
Punch List:	Attached		
	None		
c: User Ager	ncy, ORM		
	NOT FOR RECORD	DATION PURPOSES 🛠	

# UNIVERSITY OF NEW ORLEANS 4. RECOMMENDED AGENDA FOR ROOFING CONFERENCES

Project Name:				
Project Number:			WBS No. :	
Conference Location: Type of Conference:	Prelim	inary	Date: Pre-Application	
Architect:				
Roofing Contractor:				
General Contractor:				
CONFERENCES ATTEN	IDEES:			
NAME		ORGANIZA	TION	TELEPHONE & FAX
				. <u> </u>
			<u> </u>	
			<u> </u>	

#### AGENDA FOR PRELIMINARY ROOFING CONFERENCE

PURPOSE: Establish a direct line of communication, iron out initial questions regarding the project and to review project submittal requirements.

TIMING: The meeting should be held shortly after award of the Contract and at least six weeks prior to the anticipated start of roofing.

1. A complete set of Contract Documents (plans and specifications) to be available for review.

2. All meeting minutes to be furnished by the Designer to all parties within 7 days. Establish project record keeping procedures.

3. Review tentative progress schedule for roofing. Set approximate date.

4. Review roofing system and insulation requirements.

5. Weather considerations as they may apply to the project roofing installation.

6. Temporary roofing guidelines for the project. Who and when, will final decision be made, if necessary.

7. Inspection and Testing Requirements:

Name of Inspection Firm: Name of inspector: Phone:

a. On-Site Inspection - Discuss project requirements.b. Laboratory Tests

8. Roof Deck:

Type and Thickness:

Slope: Location and Type of Drains:

Tentative Schedule for Erection:

Nailers, curbs, and sheet metal must be completed prior to roofing application. Review FM or UL requirements

9. Anticipated material storage areas and equipment set-up locations touched upon. Review requirements.

10. Specific submittals from the Roofing Contractor:

- a. Material approval list
- b. Shop drawings (if any)
- c. Product material brochures and samples

d. Manufacturer's Guarantee review for compliance with specifications

11. Specific project detail discussion. (Include perimeter wall construction and rooftop mechanical equipment details.)

12. Other:

13. Review above items briefly and establish date for tentative Pre-Application Conference.

## PURPOSE:

To verify readiness of the project structure

To review assignments of Preliminary Conference

To scan last minute details, changes or corrections

To review anticipated schedule of progress

TIMING: Within one week of roofing application

#### ATTENDANCE: List attendees

(*The roofing job superintendent or foreman and the project roofing inspector should attend this meeting.*)

1. Copies of approved submittals should be available for review. Are any material changes required due to availability problems or other? Reminder that formal approvals are still required.

- 2. Review minutes of Preliminary Conference.
- 3. Discuss revised Roofing Application Schedule.
- 4. Equipment set-up and on-site material storage.

#### 5. Deck Readiness:

a. Any required roof deck certifications must be in order

- b. Rooftop inspection by those in attendance
- c. Drain hookups complete

d. Curbs, nailers, roof deck penetrations, perimeter edges and mechanical equipment - should all be set and complete 6. Review roof system, including insulation above deck. Discuss the required application of each to the other components.

a. Bitumens, felts, use of EVT, all typical application methods and any special techniques required for specified system.

- b. Mechanical or adhesive attachments.
- c. Vapor Retarders
- d. Flashings
- e. Saddles and/or crickets
- f. Venting
- g. Sheet metal

7. Phase Construction Guidelines for project. Factors affecting guidelines include local practices, climate and weather considerations. Tie-offs at days end.

8. Temporary roofing final decisions.

9. Housekeeping, material handling and finished work protection requirements.

10. Inspection and testing requirements - who, frequency, type method of testing, point of application temperature readings, reporting, etc.

11. Project changes in plans, specifications or procedures to be followed - discuss and establish who can approve and how documented.

12. Warranties, guarantees, manufacturer bonds or maintenance agreements (terms, types, who issues, when) for roofing and sheet metal material.

## NOTES

#### AGENDA FOR ROOFING FINAL INSPECTION AND WRAP-UP

PURPOSE: To assure 100% completion of project requirements.

TIMING: Just before the Roofing Contractor concludes his work at the site.

1. Attendance should include those in attendance at the Pre-Application Conference.

- 2. Complete rooftop walk over and review:
  - a. Perimeter edges
  - b. Walls
  - c. Curbs and other equipment
  - d. Drains
  - e. Rooftop penetrations
  - f. Site cleanup
  - g. Sheet metal

3. Final Punch List establishment of items to be completed. Copies to all parties.

4. Summary of project records. Organize for final file. Wrap up any loose ends. Checklist for final documents should include:

a. Warranties, guarantees, manufacturer bonds, or maintenance agreements

b. Inspection forms, reports, certificate of final completion

c. Laboratory final reports (if any required)

5. Recommendation for routine maintenance program to owner.

6. Discuss responsibility for roof system protection until project completed. Responsibility for coordination usually rests with General Contractor. Any damage or additional work to be conducted by original Roofing Contractor in order to keep original guarantee valid.

7. Final acceptance by the owner will not be made without submittal and approval of fully executed guarantees for each type of roof installed, which shall include, but not necessarily be limited to the Roofing Material Manufacturer's Guarantee, Roof Completion Information Form and Contractor's Guarantee.

## NOTES

Fac	ility Name			Bı	uilding Name		
		-	; I.D	-			
Roo	of Section		Replacement				
	Roof Type:		Surfacing Type:		Bitumen Type:		Drainage Type:
1.	BUR	1.	Gravel	1.	Hot Asphalt	1.	Over the Edge
2.	SBS Mod. Bit.	2.	Smooth Uncoated	2.	Torched Asphalt	2.	Roof Drains
3.	APP Mod. Bit.	3.	Modified Asphalt	3.	Cold Process	3.	Perimeter Gutter
4.	PVC/CPV	4.	Ceramic Granules	4.	Pitch	4.	Internal Gutter
5.	PUF	5.	Silicone	5.	Modified	5.	
6.	Metal	6.	Acrylic	6.	None		
7.	Shingle	7.	Urethane	7.		To	tal Penetrations:
8.	Tile	8.	Aluminum				
9.		9.					
	Slope:		Deck Type:		Insulation:	No	of Piles:
1.	None	1.	Structural Concrete	1.	Polyurethane Foam		
2.	1/8 in./ft.	2.	Gypsum	2.	Fiberglass	Ins	ulation Thickness:
3.	1/4 in./ft.	3.	Metal	3.	Perlite		
4.	1/2 in/ft.	4.	Lt. Wt. Concrete	4.	Tapered Perlite	Ro	of Area (sq. ft.)
5.		5.	Cement Fiber	5.	Polystyrene		
		6.	Wood	6.	Wood Fiber		
		7.					
Ro	ofing Contractor:					Warrant	y Beginning Date:
Ado	lress:					Warrant	y Ending Date:
Roc	ofing Contractor's Te	lephone:					
Ro	ofing Manufacturer	:				Roof W	arranty Number:
Ado	lress:					Beginni	ng Date:
						Ending	Date:
Roc							

## **ROOF COMPLETION INFORMATION**

## **ROOFING GUARANTEE R-1**

<b>OWNER:</b>	STATE OF L	OUISIANA	
ADDRESS:	POST OFFIC	FACILITY PLANNING AND CO E BOX 94095 CAPITOL STATI JGE, LOUISIANA 70804-9095	
WHEREAS _			
Address			
Telephone (	_)	Email	
Documents for (hereinafter cal	Project / Part N led the "Work")	o under a	and flashing in accordance with the Contract , WBS No
		·	
General Contra	ictor on the Follo	owing Project:	
Name of Proje	et:		
User Agency:			
Location/Addr	ess:		
Name and Typ	e of Building(s)	:	
			Building I.D.
Type(s) of Roc	of Deck(s):		
Total Roof Are	ea:	SF; Flashing, Edge:	LF; Base: LF
Date of Accept	ance:	Guarantee Period:	<u>2 Years</u>
Date of Expira	tion:		

AND WHEREAS the Roofing Contractor has contracted (as a Subcontractor) to guarantee said work against water entry from faulty or defective materials and workmanship for the designated Guarantee period;

Roofing G	arantee R-1
Page 1 of	3
Proj No.	Pt
WBS No.	

AND WHEREAS the General Contractor, by its acceptance of the Contract for the above described project, has jointly assumed with the Roofing Contractor the obligations to the Owner of said guarantee against leaks and faulty or defective materials and workmanship;

NOW THEREFORE the Roofing Contractor and the General Contractor jointly and severally guarantee, subject to the terms and conditions herein set forth, that during the Guarantee Period they will at their own cost and expense, make or cause to be made with approved procedures and materials such repairs to or replacements of said work resulting from water entry or faults or defects of said Work as are necessary to correct faulty and defective work and as are necessary to maintain said Work in watertight conditions and further to respond on or within two (2) working days upon written notification of leaks or defects by the Owner/User Agency. Furthermore, they will at their own cost and expense maintain the roof for (2) years after acceptance, in accordance with the current edition of the <u>Roof Maintenance Manual</u> published by the Roofing Industry Educational Institute. The roof shall be inspected a minimum of twice each year, and a report prepared documenting the conditions observed at each inspection. These inspections shall be made once during the months of April or May and once during the months of September and October. Two copies of each report shall be forwarded to the Owner and User Agency.

This Guarantee is made subject to the following terms and conditions:

1. Specifically excluded from this guarantee are damages to the Work, other parts of the building and building contents caused by: A) lightning, and storm (includes hurricanes and tornadoes), hailstorm, earthquakes and other unusual phenomena of the elements; B) fire; and C) structural failures causing excessive roof deck, edgings and related roof components movement. When the Work has been damaged by any of the foregoing causes, the Guarantee will be null and void until such damage has been repaired by the Roofing Contractor, and until the cost and expense thereof has been paid by the Owner or another responsible party so designated.

2. During the Guarantee Period, if the Owner/User Agency allows alteration of the Work by anyone other than a Contractor approved in writing by the Roofing Subcontractor, General Contractor, and Roofing Material Manufacturer prior to the work being performed, including cutting, patching and maintenance in connection with penetrations, attachment of other work, and positioning of anything on the roof, this Guarantee shall become null and void upon the date of said alterations. If the Owner/User Agency engages the Roofing Contractor, prior to proceeding with said work, shall have notified the Owner/User Agency in writing, showing reasonable cause for claim that said alterations would likely damage or deteriorate the Work, thereby reasonably justifying a termination of this Guarantee.

3. During the Guarantee Period, if the original use of the roof is changed and it becomes used for, but for which it was not originally designed or specified, as a promenade, work deck, spray-cooled surface, flooded basin, or other use of service more severe than originally specified, this Guarantee shall become null and void upon the date of said change.

4. During the Guarantee Period, if any building or area of a building is changed to uses creating extremes of interior temperature and/or humidity, but for which it was not originally designed and specified, without provisions and alterations made to the building which effectively contain or control these conditions, this guarantee shall become null and void upon the date of said change.

5. The Owner/User Agency shall promptly notify the Roofing Contractor in writing of observed, known or suspected leaks, defects or deterioration, and shall afford reasonable opportunity for the Roofing Contractor to inspect the Work, and to examine the evidence of such leaks, defects or deterioration.

Roofing G	arantee R-1
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6. This Guarantee is recognized to be the only guarantee of the General and Roofing Contractor on said work, and shall not operate to restrict or cut off the Owner from other remedies and recourses lawfully available to him in case of roofing failure. Specifically, this Guarantee shall not operate to relieve the Roofing Contractor of his responsibility for performance of the original work, regardless of whether the Contract was a Contract directly with the Owner or a Subcontract with the Owner's General Contractor.

IN WITNESS THEREOF, this instrument has been duly executed this day of, 20
Roofing Contractor's Signature:
Typed Name:
Representing:
Telephone (), Email
Witness:
Witness:
And has been countersigned by the General Contractor issuing the Roofing Contractor's Subcontract for said work:
Name of General Contractor:
Date: Authorized Signature:
Representing:
Typed Name:
Telephone (), Email
Witness:
Witness:

Roofing G	arantee R-1
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## **ROOFING GUARANTEE R-2**

<b>OWNER:</b>	STATE OF LOUISIANA
ADDRESS:	OFFICE OF FACILITY PLANNING AND CONTROL POST OFFICE BOX 94095 CAPITOL STATION BATON ROUGE, LOUISIANA 70804-9095
WHEREAS _	
Address	
Telephone (	Email
Documents for	he "Roofing Contractor", has performed roofing and flashing in accordance with the Contract r Project / Part No, WBS No lled the "Work") under a Contract with the Owner.
Name of Proje	ct:
User Agency:	
Location/Add	ress:
	be of Building(s):
	Building I.D.
Type(s) of Ro	of Deck(s):
	ea:SF; Flashing, Edge:LF; Base:LF
Date of Accep	tance: Guarantee Period: _ 2 Years
Date of Expira	tion:

AND WHEREAS the Roofing Contractor has contracted to guarantee said work against water entry from faulty or defective materials and workmanship for the designated Guarantee period;

NOW THEREFORE the Roofing Contractor as the General Contractor guarantees, subject to the terms and conditions herein set forth, that during the Guarantee Period he will at his own cost and expense, make or cause to be made with approved procedures and materials such repairs to or replacements of said work resulting from water entry or faults or defects of said Work as are necessary to correct faulty and defective work and as are necessary to maintain said Work in watertight conditions and further to respond on or within

Roofing Guarante	e R-2
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two (2) working days upon written notification of leaks or defects by the Owner/User Agency. Furthermore, he will at his own cost and expense maintain the roof for (2) years after acceptance, in accordance with the current edition of the <u>Roof Maintenance Manual</u> published by the Roofing Industry Educational Institute. The roof shall be inspected a minimum of twice each year, and a report prepared documenting the conditions observed at each inspection. These inspections shall be made once during the months of April or May and once during the months of September and October. Two copies of each report shall be forwarded to the Owner and User Agency.

This Guarantee is made subject to the following terms and conditions:

1. Specifically excluded from this guarantee are damages to the Work, other parts of the building and building contents caused by: A) lightning, windstorm (includes hurricanes and tornados), hailstorm, earthquakes and other unusual phenomena of the elements; B) fire; and C) structural failures causing excessive roof deck, edgings and related roof components movement. When the Work has been damaged by any of the foregoing causes, the Guarantee will be null and void until such damage has been repaired by the Roofing Contractor, and until the cost and expense thereof has been paid by the Owner or another responsible party so designated.

2. During the Guarantee Period, if the Owner/User Agency allows alteration of the Work by anyone other than a Contractor approved in writing by the Roofing Subcontractor, General Contractor, and Roofing Material Manufacturer prior to the work being performed, including cutting, patching and maintenance in connection with penetrations, attachment of other work, and positioning of anything on the roof, this Guarantee shall become null and void upon the date of said alterations. If the Owner/User Agency engages the Roofing Contractor, prior to proceeding with said work, shall have notified the Owner/User Agency in writing, showing reasonable cause for claim that said alterations would likely damage or deteriorate the Work, thereby reasonably justifying a termination of this Guarantee.

3. During the Guarantee Period, if the original use of the roof is changed and it becomes used for, but for which it was not originally designed or specified, as a promenade, work deck, spray-cooled surface, flooded basin, or other use of service more severe than originally specified, this Guarantee shall become null and void upon the date of said change.

4. During the Guarantee Period, if any building or area of a building is changed to uses creating extremes of interior temperature and/or humidity, but for which it was not originally designed and specified, without provisions and alterations made to the building which effectively contain or control these conditions, this Guarantee shall become null and void upon the date of said change.

5. The Owner/User Agency shall promptly notify the Roofing Contractor in writing of observed, known or suspected leaks, defects or deterioration and shall afford reasonable opportunity for the Roofing Contractor to inspect the Work, and to examine the evidence of such leaks, defects or deterioration.

6. This Guarantee is recognized to be the only guarantee of the General and Roofing Contractor on said work, and shall not operate to restrict or cut off the Owner from other remedies and recourses lawfully available to him in case of roofing failure. Specifically, this Guarantee shall not operate to relieve the Roofing Contractor of his responsibility for performance of the original work, regardless of whether the Contract was a Contract directly with the Owner or a Subcontract with the Owner's General Contractor.

Roofing Guarante	ee R-2
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IN WITNESS THEREOF, this instr day of	rument has been duly executed this, 20
Roofing Contractor's Signature:	
Typed Name:	
Representing:	
	Email
Witness:	
Witness:	

Roofing Guarantee	e R-2
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# MANUFACTURER'S NDL WATERTIGHTNESS MEMBRANE ROOFING SYSTEM WARRANTY

# **ISSUE TO:**

# STATE OF LOUISIANA- DOA- FACILITY PLANNING AND CONTROL

# MFGR WARRANTY NUMBER:

, hereinafter referred to as "mfgr" hereby warrants to the owner, known as the State of Louisiana, hereinafter referred to as the "State" that the referenced membrane roofing assembly will remain in a watertight condition for a period of \_\_\_\_\_years. For the purpose of this warranty "watertight" or "watertightness means that the roofing system does not allow water to leak through a breach in the roofing system. Mfgr further warrants the performance of the products listed below and warrants that the material and installation of the roofing assembly is free of material and known installation defects at the time of application and that the materials listed below conform to mfgr specifications.

All products used in the roofing assembly from the deck (structural concrete, metal, LWIC, wood, etc.), up are included in this warranty regardless of whether mfgr furnished or branded the products with the exception of shop fabricated metals not furnished by mfgr. These products are to include, but not be limited to: base sheets, fasteners and plates, insulation board, cover board, asphalt, adhesives (insulation and membrane), mastics, field plies, membrane flashing plies and liquid flashing products. The roofing products are specifically listed as follows:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 9.
- 10.

In the event that the new membrane roofing assembly is installed in a recover fashion over an existing roofing assembly, the performance of the existing roofing products that remain in-place beneath the new roofing assembly are excluded from this warranty.

In the event that covered leaks occur in the roofing system that are attributable to the workmanship of the installing contractor or a defect in or failure of any of the mfgr products listed above, mfgr will make repairs required to return the roof to a watertight condition, regardless of the scope and cost of the required repairs. The State will notify mfgr within 30 days of the discovery of the leak. Should the State not make this notification within the prescribed 30 day time period, then further damage to the roofing assembly caused by the delay in notification will not be construed as a warranty repair item. Mfgr will respond to the leak notification within 10 days and once it is confirmed that the leak(s) is within the scope of mfgrs responsibilities under this warranty, mfgr will execute repairs promptly thereafter. Mfgr's failure to respond timely and make proper repairs shall enable the State to engage service of "others" to address the problem(s) at mfgr's expense assuming the cost of the repair is reasonable and the scope of the repair is limited to the remedy of the leak without jeopardizing State's protection under terms of this warranty. The State may make reasonable and customary emergency temporary repairs at its discretion and at mfgrs expense without jeopardizing the State's protection under the terms of this warranty.

The manufacturers of SBS products that are approved by the State and included in the State's list of acceptable products have agreed to a dimensional stability of the cap sheet and interply sheet of 0.2% per ASTM D 5147, section 10. 0.2% of a 33 foot roll is approximately equal to  $\frac{3}{4}$ ". For the term of this warranty, SBS cap sheet shrinkage in excess of  $\frac{3}{4}$ " will be repaired by the mfgr by cutting out the interply void in the "T" lap, cleaning and drying, and repair with an acceptable cap sheet product.

# The following items are excluded from this warranty:

- 1. Damage to the roof caused by wind exceeding 72 mph, lightning, hail, fire or physical damage from falling or wind-blown objects
- 2. Deficient design by other than mfgr
- 3. Intentional or accidental damages to the roof, or misuse, abuse, vandalism or the likes
- 4. Leaks caused by deterioration or failure of items not included in the warranty
- 5. Modifications or alterations to the roofing assembly after completion unless done in a manner approved by mfgr
- 6. Damage to the roofing assembly after issuance of this warranty caused by excessive foot traffic or its use as a work platform or storage area
- 7. Damage to the roofing assembly caused by ponding water, which is defined as water on the surface of the roof that does not dissipate within 72 hours of average drying conditions
- 8. Consequential and incidental damages, including damage to the building or its contents
- 9. Damage to the roofing assembly caused by failure by the State to exercise reasonable care and maintenance

- 10.Damage to the roofing assembly caused by structural defects or failure or excessive movement of building components
- 11.Damage to the roofing assembly due to exposure to chemical attack, including deposits of animal fats, grease and oil
- 12. The State shall be responsible for the costs associated with the removal and replacement of any overburden, superstrata or overlays, either permanent or temporary, which include but are not limited to: structures or assemblies added after installation, fixtures or utilities on or through the roofing assembly, support platforms or bases for solar panels, garden roofs, decks, patios or any other obstacles that impede access, clear observation, investigation or repairs to the roofing system, excluding ballast or pavers or any other overburden specifically accepted by mfgr to be included within warranty coverage.

For wind related events, this warranty excludes damage to the roofing assembly where the cause includes any of the following:

- A. Failure or excessive movement of primary or secondary structural elements or roof deck, wood nailers or blocking and edge system components not furnished by mfgr
- B. Failure of walls, doors, windows, openings or other building envelope components
- C. Rooftop structures and equipment

Mfgr may have access to the roof for inspection purposes for the term of the warranty by scheduling through the appropriate State Agency.

This warranty is tendered for the benefit of the State and is not transferable or assignable without the written consent of Mfgr.

The Nineteenth Judicial District Court in and for the Parish of East Baton Rouge, State of Louisiana shall have sole jurisdiction in any action brought as a result of this warranty by any party hereto. This warranty shall be governed by and construed in accordance with the laws of the State of Louisiana.

This warranty instrument supersedes and is in lieu of any and all other expressed or implied warranties that are or may be in conflict with terms and conditions stated herein.

This warranty requires the signature of an authorized officer of Mfgr. Three fully executed copies are to be provided to the State as a prerequisite for project acceptance. The State's signature shall not be a requirement for implementation of, or cause to validate this warranty.

A separate and independent warranty shall be issued for each building or independent roof system in the case of multiple buildings or mixed roof types.

Abbreviations:

LWIC—Lightweight Insulating Concrete

ASTM—American Society for Testing and Materials

# **PROJECT DATA / SIGNATURE**

Owner: State of Louisiana- DOA- Facility Planning and Control
Building/Project Name:
Roof Type:
No. of Squares:
Location:
La. State Building I.D.:
Site Code:
LA State Project Number:
Date of Project Acceptance and Commencement of Warranty:
Warranty End Date:
Manufacturer Name Address and Phone Number:
Authorized Manufacturer Signature:
Printed name Date
Title
Direct to:
STATE of LOUISIANA (Owner)
DIVISION OF ADMINISTRATION
Facility Planning and Control
PO Box 94095
Baton Rouge, Louisiana 70804-9095
////////// END NDL WATERTIGHTNESS WARRANTY \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\

## SECTION 011000 - SUMMARY

## PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Project information.
  - 2. Work covered by Contract Documents.
  - 3. Access to site.
  - 4. Coordination with occupants.
  - 5. Work restrictions.
  - 6. Specification and Drawing conventions.
  - 7. Miscellaneous provisions.
- B. Related Requirements:
  - 1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

#### 1.3 **PROJECT INFORMATION**

- A. Project Identification: UNO Engineering Annex, Roof Replacement.
  - 1. Project Location: University of New Orleans, Main Campus, 2000 Lakeshore Drive, New Orleans, LA 70148
- B. Owner: University of New Orleans
  - Owner's Representative: Ms. Melanie Champagne; Director, Construction and Design: UNO Facility Services; Administration Bldg, Room 112; 2000 Lakeshore Drive, New Orleans, LA 70148; 504 280-3237; mmchamp2@uno.edu
- C. Architect: Holly & Smith Architects, APAC
  - 1. Architect's Representative: Mr. Ray Kleykamp; Holly & Smith Architects; 2302 Magazine Street, New Orleans, LA 70130. 202-215-7332 ; ray@hollyandsmith.com
- D. Other Owner Consultants: Owner has retained the following design professionals who have prepared designated portions of the Contract Documents:
  - 1. No other consultants involved.

- E. Web-Based Project Software: Project software administered by the Architect will be used for purposes of managing communication and documents during the construction stage.
  - 1. See Section 013100 "Project Management and Coordination." for requirements for utilizing the using web-based Project software.

#### 1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:
  - 1. Replacement of the existing low slope roof system with a new roof. Including the following:
  - 2. The removal, disposal and replacement of the existing ballasted, insulated, built-up roof system, including roof drains and roofing accessories down to the existing concrete roof deck.
  - 3. Provide and install tapered polyisocyanurate insulation to achieve the slopes indicated, including crickets where needed to ensure positive drainage to replacement roof drains at existing locations.
  - 4. Provide and install associated flashings and roof accessories.
  - 5. Address roofing / flashings and height of roof area equipment platforms, vents, curbs, parapets, etc. to properly accommodate roofing and / or reroofing requirements to ensure code and manufacturer's warranty requirements.
  - 6. Provide and install State of Louisiana approved 20-year 2-ply, SBS modified bitumen roofing system along with associated flashing and accessories in accordance with manufacturer's recommendations.
  - 7. The roof covers approximately 29,500 square feet and is located above the 1st story of the existing building.
- B. Type of Contract:
  - 1. Project will be constructed under a single prime contract.

#### 1.5 PHASED CONSTRUCTION

A. The Work shall be conducted in a single phase.

## 1.6 WORK UNDER SEPARATE CONTRACTS

A. There is no work under separate contract on this project.

#### 1.7 FUTURE WORK

A. There is no Future Work by the Owner involved in this project.

#### 1.8 PURCHASE CONTRACTS

A. The Owner has no Purchase contracts with suppliers of material and equipment to be incorporated into the Work of this project.

#### 1.9 OWNER-FURNISHED PRODUCTS

A. Owner is not furnishing any products for this project.

#### 1.10 CONTRACTOR-FURNISHED, OWNER-INSTALLED PRODUCTS

A. There are no Contractor-Furnished, Owner-Installed products on this project.

#### 1.11 ACCESS TO SITE

- A. General: 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. 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. The building and surrounding area will remain in use during construction.
  - 1. Limits: Confine construction operations to the roof area indicated as Section B in the drawings as well as staging and parking areas identified by the owner.
  - 2. General Contractor shall coordinate with the owner to gain access to perform work within the building
  - 3. General Contractor has NO access to building elevators.
  - 4. Driveways, Walkways and Entrances: Keep driveways, walkways, stairs 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.
    - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
    - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage, to match conditions prior to construction, 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, to match conditions prior to construction, caused by construction operations.

#### 1.12 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy site and adjacent building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
  - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
  - 2. Notify Owner not less than 3 working days in advance of activities that will affect Owner's operations.
- B. Owner maintains agreements with multiple User Agencies for equipment mounted to the roof. Where the language in Section A above mentioned "Owner" it is understood that the coordination and access extends to the User Agencies.
  - 1. Coordination with User Agencies shall occur through the Owner.

#### 1.13 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
  - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of seven o'clock a.m. to seven o'clock p.m., Monday through Sunday, unless otherwise indicated.
  - 1. Early Morning Hours: Early morning hours will not be allowed.
  - 2. Hours for Utility Shutdowns: GC shall coordinate with Owner and User Agencies through the owner.
- C. Existing Utility Interruptions: Do not interrupt utilities serving, or located on the facilities (including but not limited to electrical, gas and cellular service antenna arrays) 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 and Architect not less than two working days in advance of proposed utility interruptions.
  - 2. Obtain Owner's written permission before proceeding with utility interruptions.
  - 3. Interruptions that affect User Agencies shall be coordinated through the Owner.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to occupants or roof mounted equipment with Owner.
  - 1. Notify Owner and Architect not less than three working days in advance of proposed disruptive operations.
  - 2. Obtain Owner's written permission before proceeding with disruptive operations.
- E. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet of entrances, operable windows, or outdoor-air intakes.

- F. Restricted Substances: Use of tobacco products and other controlled substances on Project site is not permitted.
- G. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.
- H. 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.

## 1.14 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. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by the Contractor.
  - 2. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
  - 3. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
  - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  - 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard, scheduled on Drawings and per typical convention.
  - 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

#### 1.15 MISCELLANEOUS PROVISIONS

- A. Construction Parameters: Refer to drawings and specifications for the required construction parameters. The approach to how the work is executed, if outlined in these contract documents are diagrammatic representations of the approach to construction derived from the Owner's strategy for maintaining operations while the scope of the Work is under construction. Areas indicated as limits of the Work are the approximate location of the boundaries and are not to be construed as an absolute limit of work scope. General Contractor shall acknowledge Owner requirements, field conditions, and project scheduling may alter this preliminary construction information by the time of actual performance, therefore any reliance by the General Contractor on these preliminary construction parameters are at the General Contractors own risk. Therefore, the General Contractor shall waive all claims related to delay, acceleration and/or inefficiency related to any subsequent modification of this preliminary construction parameters information.
- B. Meetings to Discuss Approach: Meet with Owner and Architect far enough in advance to coordinate takeover and initiating each construction component / Approach. Failure to coordinate and document such a meeting will result in potential delays not the fault of the Owner or Architect or any of their consultants.

#### PART 2 - PRODUCTS (Not Used)

#### PART 3 - EXECUTION (Not Used)

END OF SECTION

## **SECTION 012200 - UNIT PRICES**

## PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section includes administrative and procedural requirements for unit prices.

#### 1.2 DEFINITIONS

A. Unit price is an amount incorporated into the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

#### 1.3 **PROCEDURES**

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

## PART 2 - PRODUCTS (Not Used)

#### PART 3 - EXECUTION

#### 3.1 SCHEDULE OF UNIT PRICES

- A. Unit Price No. 1: Additional Ponding Roof Plies.
  - 1. Description: Unit cost of all materials, labor, tax, delivery, hauling and incidentals to provide, deliver and install additional Modifoed Bitumen Roof Cover Plies according to drawings and Section 075500 SBS Modified Bitumen Membrane Roofing
  - 2. Unit of Measurement: Square Foot of Roof Ply installed to eliminate ponding present in punch list inspection.

END OF SECTION

## SECTION 012300 - ALTERNATES

#### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section includes administrative and procedural requirements for alternates.

#### 1.2 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if the Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
  - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
  - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternates into the Work. No other adjustments are made to the Contract Sum.

#### PART 2 - PRODUCTS (Not Used)

#### PART 3 - EXECUTION

#### 3.1 SCHEDULE OF ALTERNATES

- A. Alternate No. 1: Provide all labor, material, equipment and incidentals as required to do the following:.
  - 1. Base Bid: Existing roof system and related roof edge flashing located within the High Roof area labeled as Alternate No. 1 shall be existing to remain.
  - 2. Alternate: Existing roof system and related roof edge flashing located within the High Roof area labeled as Alternate No. 1 shall be removed and replaced with the new roof system and roof edge flashing as shown in the drawings.
- B. Alternate No. 2: Provide all labor, material, equipment and incidentals as required to do the following:
  - 1. Base Bid: Existing roof system and related roof edge flashing located within the Building Connector Roof area labeled as Alternate No. 2 shall be existing to remain.
  - 2. Alternate: Existing roof system and related roof edge flashing located within the Building Connector Roof area labeled as Alternate No. 2 shall be removed and replaced with the new roof system and roof edge flashing as shown in the drawings.

END OF SECTION

ENGINEERING ANNEX ROOF REPLACMENT - UNIVERSITY OF NEW ORLEANS

# SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

# PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

## 1.2 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

#### 1.3 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 Architect's Supplemental Instruction (ASI) form included in Project Manual.

## 1.4 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. Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
  - 2. Within time specified in Proposal Request, or 14 days when not otherwise specified, 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.
    - e. Quotation Form: Use Change Proposal Quotation form included in Project Manual.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.

- 1. 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.
- 2. 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.
- 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
- 4. Include costs of labor and supervision directly attributable to the change.
- 5. 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.
- 6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
- 7. Proposal Request Form: Use Change Proposal Quotation form included in Project Manual.
- C. Tracking of Change Proposal Requests: The Architect shall maintain the official Change Proposal Request (CPR) Log. The General Contractor is allowed to monitor and maintain their own system; however, the official contract system shall be maintained by the Architect.
  - 1. Contractor-Initiated Proposals: Assignment of a Contractor-Initiated Proposal as a Change Proposal Request shall be by the Architect, after evaluation and upon determination that the claim is valid.
- D. Change Proposal Quotations shall include only the values of labor and materials that are directly affected by the requested change. It shall not include the cost of labor and materials that are on-going during the course of the work for subcontractors, suppliers, and the General Contractor. In addition, the requirements set forth in other sections of the contract documents and not allowing the cost of off-site subcontractors, suppliers and General Contractor's expenses shall apply. The Contractor shall adhere to the following when executing a Change Proposal Quotation:
  - 1. If the work is concurrent with the ongoing construction of the project, and the work is, in the opinion of the architect, concurrent with the ongoing work in process, supervision and support personnel, including the Project Superintendent and all personnel on site shall not be included in the cost of the change.
  - 2. If extensions of time are requested in the change and the work is, in the opinion of the architect, concurrent with the ongoing work in process, extensions of time will not be granted.
  - 3. If extensions of time are requested because additional manpower is needed to execute the work and the work is, in the opinion of the architect, concurrent with the ongoing work in process, the lack of manpower will not be acceptable as a basis for an extension of time.
  - 4. In all cases, the request for any supervision expenses can only be considered when an extension of time is granted that extends work beyond the substantial completion date set at the time the request is submitted and if the work is, in the opinion of the architect, non-concurrent with the ongoing work in process.

## 1.5 CONTRACTOR'S RESPONSE TO PROPOSAL REQUEST

- A. The Contractor is obligated to respond to the time frames as noted on the issued Change Proposal Request Form or advise the Architect in writing of the date on which the proposal submission will be submitted. Failure to do so obligates the Contractor to respond within the time frame indicated on the Change Proposal Request Form. Should the timeframe for receipt of the change proposal quotation exceed that indicated on the Change Proposal Request form:
  - 1. The Contractor shall not have grounds for a claim for a request for an extension of time.
  - 2. The Contractor shall not have grounds for a claim for additional cost due to delay of the project.
  - 3. The Contractor shall not have grounds for a claim for additional cost or extension of time for the development of conditions manifesting as a result of failure of the Contractor to meet the timeframes stipulated.
- B. The Contractor is obligated to respond to the change request in sufficient itemized form to be properly evaluated by the Architect and the Owner. At a minimum the following shall be included in the breakdown using the forms required by the owner or as indicated within these specifications:
  - 1. Itemized labor with unit cost for each category of labor used.
  - 2. Wages shall itemize direct cost and delineate a labor burden markup for applicable payroll taxes, worker compensation insurance, unemployment compensation, and social security taxes. As a means to be specific the following is to be included in the Labor Burden calculations:
    - a. FICA
    - b. Medicaid
    - c. Employer FICA and Medicaid Match
    - d. Worker's Compensation
    - e. FUTA
    - f. SUTA
    - g. All other components of labor burden not listed above are considered overhead and shall be included in overhead and profit multiplier that is allowed as per the General Conditions of the Contract for Construction. No other markups for labor burden will be considered.
  - 3. Cost of materials, and supplies including the identification of each item and its cost.
  - 4. Identify each piece of machinery and equipment and its individual cost. Only include the cost of the machinery for the time period in which it is being actively used.
  - 5. Cost for estimating the change, schedule revisions, and management efforts associated with implementation of the change into the project shall not be included as line items, as they are tasks considered overhead in this contract.
- C. Failure of the Contractor to provide information to properly evaluate the cost associated with the proposed change shall result in the following:
  - 1. The Contractor shall not have grounds for a claim for a request for an extension of time.
  - 2. The Contractor shall not have grounds for a claim for additional cost due to delay of the project.
  - 3. The Contractor shall not have grounds for a claim for additional cost or extension of time for the development of conditions manifesting as a result of failure of the Contractor to meet the timeframes stipulated.

#### 1.6 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Work Change Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

### 1.7 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 <u>detailed</u> 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. At a minimum, the Contractor shall meet the requirements noted in Paragraph 1.5B of this section plus all itemized timesheets for labor and receipts for material.
  - 2. Owner reserves the right to monitor all construction change directives by whatever means necessary to document the work taking place. The Contractor and all subcontractors, sub-subcontractors and suppliers shall fully cooperate with the owner and the owner's assigned representatives in these endeavors.

## 1.8 CONTRACTOR'S REQUEST FOR INFORMATION (RFI)

- A. Refer to Division 01 Section "Project Management and Coordination" for RFI requirements.
- B. If the Contractor believes an RFI response warrants change in the Contract Time or the Contract Sum, he shall notify Architect in writing within ten (10) calendar days of receipt of the RFI response. Assignment of an RFI as a Change Proposal Quotation shall be done by the Architect, after evaluation and upon determination that the Contractor's claim is valid.

#### PART 2 - PRODUCTS (Not Used)

#### PART 3 - EXECUTION (Not Used)

END OF SECTION

# SECTION 012900 - PAYMENT PROCEDURES

# PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
  - 1. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
  - 2. Section 013200 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

#### 1.3 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

#### 1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
  - 1. Coordinate line items in the schedule of values with the following:
    - a. Items required to be indicated as separate activities in Contractor's construction schedule.
    - b. Submittal Schedule
  - 2. Submit the schedule of values to Architect at earliest possible date, but no later than seven (7) calendar days after the Pre-Construction Conference.
  - 3. Subschedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values coordinated with each phase of payment.
  - 4. Subschedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work, provide subschedules showing values coordinated with each element.

- 5. Subschedules for Separate Design Contracts: Where the Owner has retained design professionals under separate contracts who will each provide certification of payment requests, provide subschedules showing values coordinated with the scope of each design services contract, as described in Section 011000 "Summary."
- B. Format and Content: Use 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. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate breakdown with the Project Manual Table of Contents. Provide multiple line items for principal subcontract amounts in excess of five (5) percent of the Contract Sum. Break out all values as follows:
    - a. Delivered cost of product with taxes paid (material).
    - b. Total installation cost with overhead and profit (labor).
    - c. Round amounts to nearest whole dollar
  - 3. 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.
  - 4. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
  - 5. Purchase Contracts: Provide a separate line item in the schedule of values for each purchase contract. Show line-item value of purchase contract. Indicate Owner payments or deposits, if any, and balance to be paid by Contractor.
  - 6. Overhead Costs: Include total cost and proportionate share of general overhead and profit for each line item.
  - 7. Closeout Costs. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five (5) percent of the Contract Sum and subcontract amount.
  - 8. Schedule of Values Revisions: Revise the schedule of values when Change Orders or Construction Change Directives result in a change in the Contract Sum. Include at least one separate line item for each Change Order and Construction Change Directive.

# 1.5 APPLICATIONS FOR PAYMENT

A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.

- The Owner reserves the right to request additional cost information breakdowns in any format necessary as may be required for their needs in getting the project completed. This request shall be submitted to the Architect for processing to the Contractor. The Contractor shall submit the requested information to the Owner, through the Architect, within fourteen days of the request by the Architect.
- 2. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: Submit Application for Payment to Architect by the <Insert day> of the month. The period covered by each Application for Payment is one month, ending on the [last day of the month] <Insert specific day of the month>.
  - 1. Submit draft copy of Application for Payment seven (7) days prior to due date for review by Architect.
- D. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect] will return incomplete applications without action.
  - 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
  - 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
  - 3. Include amounts of Change Orders issued before last day of construction period covered by application.
  - 4. Submit a draft application to the architect for review prior to submitting the actual monthly application. Submit in sufficient time to allow field review by the architect and the architect's consultants. Time draft submission to coincide with scheduled monthly Owner meeting at the site.
- F. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. The contractor shall not apply for any stored materials not delivered to the site.
  - 1. If required by the Owner, provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment for stored materials.
  - 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials. The attached supporting documentation shall include the following:
    - a. Quantity of each different material included in application.
    - b. Unit price of each different material in application.
    - c. Extended cost of each different material in application.
    - d. Signature of authorized party representing the supplier.

- 3. Provide summary documentation for stored materials indicating the following:
  - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
  - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
  - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- 4. Do not apply for stored materials that are out of sequence with construction operations. The Architect's decision on this matter is final.
- 5. Failure to follow the information contained herein shall result in immediate rejection of the whole Application for Payment.
- G. Transmittal: Submit one (1) signed and notarized electronic copy of each Application for Payment to Architect via the designated web-based program. Include waivers of lien and similar attachments.
  - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- H. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
  - 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  - 2. When an application shows completion of an item, submit conditional final or full waivers.
  - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  - 4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
  - 5. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- I. Initial Application for Payment: Administrative actions and submittals that must precede the submittal of first Application for Payment include the following:
  - 1. List of subcontractors.
  - 2. Approved Schedule of Values.
  - 3. Approved Contractor's construction schedule.
  - 4. Submittal schedule (preliminary if not final).
  - 5. List of Contractor's staff assignments.
  - 6. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  - 7. Certificates of insurance and insurance policies.
  - 8. Performance and payment bonds.
  - 9. Data needed to acquire Owner's insurance.
- J. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, 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 substantially complete and a statement showing an accounting of changes to the Contract Sum.
- 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- K. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
  - 1. Evidence of completion of Project closeout requirements.
  - 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  - 3. Updated final statement, accounting for final changes to the Contract Sum.
  - 4. AIA Document G707, "Consent of Surety to Final Payment."
  - 5. Evidence that claims have been settled.
  - 6. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.

# PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used) END OF SECTION **012900** 

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# SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

# PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General coordination procedures.
  - 2. Coordination drawings.
  - 3. Requests for Information (RFIs).
  - 4. Administrative and supervisory personnel.
  - 5. Digital project management procedures.
  - 6. Project meetings.
  - 7. Official Project Communications
- B. Related Requirements:
  - 1. Section 011000 "Summary of Work" for coordination and scheduling of equipment and movables by the Owner.
  - 2. Section 013200 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
  - 3. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
  - 4. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.

#### 1.3 DEFINITIONS

- A. BIM: Building Information Modeling.
- B. RFI: Request for Information. Request from Owner, [Construction Manager, ]Architect, or Contractor seeking information required by or clarifications of the Contract Documents.
- C. Letter: A written, typed, or printed communication, especially one sent in an envelope by mail or courier.
- D. Email: Messages distributed by electronic means from one computer user to one or more recipients via a network.
- E. Text Message: An electronic communication sent and received by mobile phone.
- F. Verbal Communication: The sharing of information between individuals by using speech.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
  - 1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
  - 2. Number and title of related Specification Section(s) covered by subcontract.
  - 3. Drawing number and detail references, as appropriate, covered by subcontract.
- B. Key Personnel Names: Within ten (10) days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.
  - 1. Post copies of list in project meeting room, in temporary field office, [in web-based Project software directory, ]and in prominent location in [each ]built facility. Keep list current at all times.
  - 2. Changing of assigned personnel reviewed and approved by the Owner can only be done with written approval by Owner.

### 1.5 GENERAL COORDINATION PROCEDURES

- 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 to ensure maximum performance and accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Coordination: Each contractor shall cooperate with Project coordinator who shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its own operations with 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 performance and accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.

- C. 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.
- D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities[ and scheduled 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.

## 1.6 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely indicated on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
  - 1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
    - a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
  - 2. Coordinate the addition of trade-specific information to coordination drawings [by multiple contractors ]in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
    - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
    - b. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
    - c. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
    - d. Indicate required installation sequences.
    - e. Indicate dimensions shown on Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternative sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

- f. Indicate relationship of components shown on separate submittals and shop drawings.
- 3. Sheet Size: At least 8½ by 11 inches but no larger than 24 by 36 inches.
- B. Coordination Drawing Organization: Organize coordination drawings as follows:
  - 1. Roof Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Supplement plan drawings with section drawings where required to adequately represent the Work.
  - 2. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
  - 3. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, and similar items.
  - 4. Mechanical and Plumbing Work: Show the following items that are located above the roof deck:
    - a. Sizes and bottom elevations of fans, motors, chimneys, ductwork, piping, and conduit runs, including insulation, bracing, flanges, and support systems.
    - b. Dimensions of major components, such as dampers, valves, diffusers, access doors, cleanouts and electrical distribution equipment.
    - c. Fire-rated enclosures around ductwork.
  - 5. Electrical and Telecommunications Work: Show the following items that are located above the roof deck:
    - a. Runs of vertical and horizontal conduit.
    - b. Light fixture, exit light, emergency battery pack, smoke detector, and other fire-alarm locations.
    - c. Panel board, switch board, switchgear, transformer, busway, generator, and motor-control center locations.
    - d. Location of pull boxes and junction boxes, dimensioned from column center lines.
  - 6. Fire-Protection System: Show the following items that are located above the roof deck:
    - a. Locations of standpipes, mains piping, branch lines, pipe drops, and sprinkler heads.
  - 7. Lightning Protection System: Show the following items that are located above the roof deck:
    - a. Locations of lightning rods / air terminals and bases and all roof or wall penetrations
  - 8. Review: Architect will review coordination drawings to confirm that in general the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Architect determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect will so inform Contractor, who shall make suitable modifications and resubmit.
  - 9. Coordination Drawing Prints: Prepare coordination drawing prints according to requirements in Section 013300 "Submittal Procedures."
- C. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:

- 1. File Preparation Format: Same digital data software program, version, and operating system as original Drawings.
- 2. File Submittal Format: Submit or post coordination drawing files using PDF format.
- 3. Architect will furnish Contractor, at Architect's discretion, digital data files of Drawings for use in preparing coordination digital data files.
  - a. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Drawings.
  - b. Digital Data Software Program: Drawings are available in Autodesk AutoCAD version 2021.
  - c. Contractor shall execute a data licensing agreement in the form of Agreement included in this Project Manual.

## 1.7 REQUEST FOR INFORMATION (RFI)

- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
  - 1. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.
  - 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 information or interpretation and the following:
  - 1. Project name.
  - 2. Architect's and Owner's Project number.
  - 3. Date.
  - 4. Name of Contractor.
  - 5. Name of Architect.
  - 6. RFI number, numbered sequentially.
  - 7. RFI subject.
  - 8. Specification Section number and title and related paragraphs, as appropriate.
  - 9. Drawing number and detail references, as appropriate.
  - 10. Field dimensions and conditions, as appropriate.
  - 11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  - 12. Contractor's signature.
  - 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
    - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to Architect.
  - 1. Attachments shall be electronic files in PDF format.

- D. Architect's Action: Architect will review each RFI, determine action required, and respond. For standard or simple issues, allow seven (7) working days for Architect's response for each RFI. For more complicated issues as determined by the Architect, the Architect shall submit a schedule indicating when the Architect expects to take action. RFIs received by Architect after 1:00 p.m. will be considered as received the following business day.
  - 1. The following Contractor-generated RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for approval of Contractor's means and methods.
    - d. Requests for coordination information already indicated in the Contract Documents.
    - e. Requests for adjustments in the Contract Time or the Contract Sum.
    - f. Requests for interpretation of Architect's actions on submittals.
    - g. Incomplete RFIs or inaccurately prepared RFIs.
  - 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt by Architect of additional information.
  - 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 Section 012600 "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 ten (10) days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log monthly. Use software log that is part of web-based Project software. Log shall contain not less than the following:
  - 1. Project name.
  - 2. Name and address of Contractor.
  - 3. Name and address of Architect.
  - 4. RFI number including RFIs that were returned without action or withdrawn.
  - 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 Chnage Proposal Request, as appropriate.
- F. 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 (7) days if Contractor disagrees with response.

# 1.8 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. General: In addition to Project superintendant, provide other administrative and supervisory personnel as required for proper performance of the Work.
  - 1. Include special personnel required for coordination of operations with other contractors.

- B. Project Superintendent: General Contractor shall provide a full time on-site staff member to perform the duties of Project Superintendent for the duration of this project.
  - 1. General Contractor shall designate a Project Superintendent for this project in the post-bid information prior to contract award. General Contractor shall, in designating the name of this Project Superintendent, warrant and represent that such Project Superintendent has completed two (2) projects of similar size and complexity in the capacity of Project Superintendent during the past 7 years.
  - 2. Submit a resume as a component of post-bid information.
- C. Project Manager: General Contractor shall provide a full time staff member to perform the duties of Project Manager for the duration of this project.
  - 1. General Contractor shall designate the Project Manager in the post-bid information prior to contract award. General Contractor shall, in designating the name of this Project Manager, warrant and represent that such Project Manager has a minimum of 2 years of construction experience and has completed a minimum of 2 projects of at least similar size and complexity in the capacity of Project Manager in the last 7 years.
  - 2. The Project Manager shall obtain, process and if necessary, execute all coordination drawings required to execute the work. This shall include all aspects of the effort so that the Project Manager is fully aware and as a result responsible for the development and proper working order of systems within this coordination effort. Failure to execute this work or to properly execute this work shall result in the general contractor being fully responsible for all modifications, repairs or other necessary work in order for provide systems that meet the specified performance requirements and to allow ease of maintenance and repair
  - 3. Submit a resume as a component of post-bid information

# 1.9 DIGITAL PROJECT MANAGEMENT PROCEDURES

- A. Use of Architect's Digital Data Files: Digital data files of Architect's CAD drawings will be provided by Architect, at the Architect's discretion, for Contractor's use during construction.
  - 1. Digital data files may be used by Contractor in preparing coordination drawings, Shop Drawings, and Project record Drawings.
  - 2. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Contract Drawings.
  - 3. Digital Drawing Software Program: Contract Drawings are available in Autodesk AutoCAD 2021.
  - 4. Contractor shall execute a data licensing agreement in the form of Agreement included in Project Manual.
    - a. Subcontractors, and other parties granted access by Contractor to Architect's digital data files shall execute a data licensing agreement in the form of Agreement included in this Project Manual.
- B. Web-Based Project Software: Use Architect's web-based Project software site for purposes of hosting and managing Project communication and documentation until Final Completion.

- C. Web-Based Project Software: The General Contractor shall be required to access and use the Architect's web-based Project software site (Project Website) for communication during construction for the activities noted below, and can be accessed at https://projects.hollyandsmith.com/UserWeb/. The Architect's Project Website shall host the information that the Architect is using for tracking the work of the contract. This information is available until final acceptance of the project to which access by the General Contractor will be provided for all information indicated below for construction communications.
  - 1. The Project Website includes the following project activities that require interface by the General Contractor:
    - a. RFI forms and logs of the Architect.
    - b. Submission of RFI's.
    - c. Submittal forms and logs of the Architect.
    - d. Process and tracking of submittals.
    - e. Reminder and tracking functions issued by the Architect.
    - f. Field review minutes of the Architect (Compliance Review).
  - 2. The General Contractor shall become familiar with the operations of the Project Website and shall have the responsibility for continuous use of the website for the benefit of the project. This effort shall include, but is not limited to, the following:
    - a. Confirm that access has been granted for each of the functions itemized above for all assigned parties.
    - b. Become fluent with the operation of the website at a level that will allow ease of access and regular use.
    - c. Schooling all parties assigned to this project within the General Contractor¢s staff for access and use.
  - 3. The Project Website is not intended to replace any General Contractor based project management software but is an enhancement to be used by the General Contractor for accessing information normally requested of the Architect in preparation for meetings, or general project management activities of the General Contractor.
  - 4. The General Contractor shall use the information contained within the Project Website to update their project information in preparation for meetings, communications with the subcontractors, or other project management related activities
- D. PDF Document Preparation: Where PDFs are required to be submitted to Architect, prepare as follows:
  - 1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
  - 2. Name file with submittal number or other unique identifier, including revision identifier.
  - 3. Certifications: Where digitally submitted certificates and certifications are required, provide a digital signature with digital certificate on where indicated.

#### 1.10 PROJECT MEETINGS

A. General: Schedule and conduct 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. Notify Owner and Architect of scheduled meeting dates and times a minimum of 10 working days prior to meeting.
- 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
- 3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three (3) days of the meeting.
- B. Preconstruction Conference: Schedule and conduct 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.
  - 1. Attendees: Authorized representatives of Owner, Owner's Associated Parties (Telecommunication Lessees), Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 2. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Responsibilities and personnel assignments.
    - b. Tentative construction schedule.
    - c. Phasing.
    - d. Critical work sequencing and long lead items.
    - e. Designation of key personnel and their duties.
    - f. Lines of communications.
    - g. Use of web-based Project software.
    - h. Procedures for processing field decisions and Change Orders.
    - i. Procedures for RFIs.
    - j. Procedures for testing and inspecting.
    - k. Procedures for processing Applications for Payment.
    - I. Distribution of the Contract Documents.
    - m. Submittal procedures.
    - n. Preparation of Record Documents.
    - o. Use of the premises and existing building.
    - p. Work restrictions.
    - q. Working hours.
    - r. Owner's occupancy requirements.
    - s. Responsibility for temporary facilities and controls.
    - t. Procedures for moisture and mold control.
    - u. Procedures for disruptions and shutdowns.
    - v. Construction waste management and recycling.
    - w. Parking availability.
    - x. Office, work, and storage areas.
    - y. Equipment deliveries and priorities.
    - z. First aid.
    - aa. Security.
    - bb. Progress cleaning.
  - 3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity when required by other sections and when required for 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 and Owner 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. 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 requirements.
  - k. Time schedules.
  - I. Weather limitations.
  - m. Manufacturer's written instructions.
  - 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 other parties requiring information.
- 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. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to Owner and Architect, but no later than 30 days prior to the scheduled date of Substantial Completion.
  - 1. Conduct the conference to review requirements and responsibilities related to Project closeout.
  - 2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
    - a. Preparation of Record Documents.

- b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
- c. Procedures for completing and archiving web-based Project software site data files.
- d. Submittal of written warranties.
- e. Requirements for completing sustainable design documentation.
- f. Requirements for preparing operations and maintenance data.
- g. Requirements for delivery of material samples, attic stock, and spare parts.
- h. Requirements for demonstration and training.
- i. Preparation of Contractor's punch list.
- j. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
- k. Submittal procedures.
- I. Coordination of separate contracts.
- m. Owner's partial occupancy requirements.
- n. Responsibility for removing temporary facilities and controls.
- 4. Minutes: Entity conducting meeting will record and distribute meeting minutes.
- E. Progress Meetings: Conduct progress meetings at bi-weekly (every two weeks) intervals.
  - 1. Coordinate dates of meetings with preparation of payment requests.
  - 2. 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 within the next 30 Days shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 3. 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 use.
      - 8) Temporary facilities and controls.
      - 9) Progress cleaning.
      - 10) Quality and work standards.
      - 11) Status of correction of deficient items.
      - 12) Field observations.
      - 13) Status of RFIs.

- 14) Status of Proposal Requests.
- 15) Pending changes.
- 16) Status of Change Orders.
- 17) Pending claims and disputes.
- 18) Documentation of information for payment requests.
- 4. Minutes: Record and distribute the meeting minutes to each party present and to parties requiring information.
  - 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.

#### 1.11 OFFICIAL PROJECT COMMUNICATIONS

- A. General: Use of letters and emails are recognized as official project communication mediums for this project.
  - 1. Under no circumstances will text messages or verbal communication be considered official project communications. Should text messages or verbal communication be used, follow up with official project communications is necessary for the information to be recognized.
  - 2. The transmittal of all procedural documents (e.g. schedules, submittals, applications for payment, RFIs, ARFIs, etc.) shall be done through official communications mediums only.

### PART 2 - PRODUCTS (Not Used)

#### PART 3 - EXECUTION (Not Used)

END OF SECTION

# SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

# PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Startup construction schedule.
  - 2. Contractor's Construction Schedule.
  - 3. Construction schedule updating reports.
  - 4. Daily construction reports.
  - 5. Material location reports.
  - 6. Site condition reports.
  - 7. Unusual event reports.
- B. Related Requirements:
  - 1. Section 011200 "Multiple Contract Summary" for preparing a combined Contractor's Construction Schedule.

#### 1.3 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. Baseline Schedule: The Contractor's initial CPM Progress Schedule presenting an orderly and realistic plan for completion of the entire Work of the Project. When accepted by the Owner, the Baseline Schedule becomes the initial version of the Official Progress Schedule. The Baseline Schedule is prepared in chart or graph format, consistent in all respects with the Contract Time(s) and order of Work, presented in sufficient detail to show the chronological relationship of all activities of the Project including but not limited to planned starting and completion dates of various activities, submittal of Shop Drawings and Product Data, procurement of materials and equipment, and deliveries of materials and equipment
- C. Cost Loading: The allocation of the schedule of values for completing an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum unless otherwise approved by Architect.

- D. CPM Progress Schedule: The Contractor's Progress Schedule prepared in CPM Precedence format using the scheduling software required.
- E. 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.
- F. Critical Path: The set or sequence of predecessor/successor activities which will take the longest time to complete. The duration of the critical path is the sum of the activities' durations along the path. Thus, the critical path can be defined as the longest possible path through the network of project activities. The duration of the critical path represents the minimum time required to complete a project and contains no float.
- G. Event: The starting or ending point of an activity.
- H. Float: The number of work/calendar days an activity can be delayed without impacting the project completion date.
  - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date. The Project "owns" float.
  - 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.
- I. Resource Loading: The allocation of manpower and equipment necessary for completing an activity as scheduled.
- J. Official Progress Schedule: The Contractor's Progress Schedule and all revisions and updates thereto, accepted by the Owner, in accordance with the requirements of the Contract Documents.
- K. Revised Official Progress Schedule: A proposed Schedule submitted with the Contractor's written request to revise the current version of the Official Progress Schedule. If the Owner accepts the Contractor's request to revise the Official Progress Schedule, it becomes the new current version of the Official Progress Schedule.
- L. Short Interval Schedule: The Contractor's four-week schedule, updated weekly, showing the past week, the week submitted, and two weeks thereafter. The Short Interval Schedule must correlate with the current version of the Official Progress Schedule and reference the appropriate activity numbers. The Short Interval Schedule must indicate the actual start and finish dates of all activities on the Official Progress Schedule that are started or finished during the time period encompassed by the Short Interval Schedule
- M. Updated Official Progress Schedule: The current version of the Official Progress Schedule updated monthly to include the actual start and finish dates of activities and the percentage of completion of each activity. Actual start and finish dates must be identical to the actual start and finish dates indicated on the Contractor's Short Interval Schedule submissions.
- N. Recovery Schedule: Contractor's detailed schedule indicating how Contractor intends to recover lost time.

O. Network Window: Also known as "fragnets" or "hammocks", Network Windows must be provided as needed to 'explode' a section of the Official Progress Schedule to show the effects of proposed changes or delays to the schedule

### 1.4 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
  - 1. Working electronic copy of schedule file.
  - 2. PDF file.
  - 3. Two paper copies, of sufficient size to display entire period or schedule, as required.
- B. Startup construction schedule.
  - 1. Submittal of cost-loaded, startup construction schedule will not constitute approval of schedule of values for cost-loaded activities.
- C. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.
- D. 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 the most current version of Primavera Project Planning Software to provide the CPM progress schedule,] and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.
  - 2. All CPM schedules must be provided using the Precedence Diagramming Method (PDM).
- E. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, 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.
  - 4. Earnings Report: Compilation of Contractor's total earnings from the Notice to Proceed until most recent Application for Payment.
- F. Construction Schedule Updating Reports: Submit with Applications for Payment.
- G. Daily Construction Reports: Submit at monthly intervals.
- H. Site Condition Reports: Submit at time of discovery of differing conditions.
- I. Unusual Event Reports: Submit at time of unusual event.

## 1.5 QUALITY ASSURANCE

- A. Scheduling Professional Qualifications: An experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagrams within 24 hours of Architect's request.
- B. Prescheduling Conference: Within seven (7) Days of the official Contract start date stated in the Notice to Proceed, conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination."
  - 1. Meeting attendees shall include the following:
    - a. Owner or Owner's designated representative.
    - b. Contractor's Authorized Representative
    - c. Contractor's Scheduler.
    - d. Contractor's Quality Control Manager.
    - e. Representatives from major Subcontractors and Suppliers.
    - f. Any other personnel deemed advisable to attend by Owner or Contractor.
  - 2. Review methods and procedures related to the preliminary construction schedule and Contractor's Construction Schedule, including, but not limited to, the following:
    - a. Review qualifications of Contractor's scheduler.
    - b. Review software limitations and content and format for reports.
    - c. Verify availability of qualified personnel needed to develop and update schedule.
    - d. Review schedule submittal requirements and procedures.
      - 1) Schedule updates
      - 2) Schedule revisions
      - 3) Recovery Schedules
    - e. Discuss level of involvement of Subcontractors in the schedule development effort.
    - f. Discuss constraints, including holidays, Hours of Work, work stages.
    - g. Review time required for review of submittals and resubmittals.
    - h. Review requirements for tests and inspections by independent testing and inspecting agencies.
    - i. Review time required for Project closeout and Owner startup procedures.
    - j. Review and finalize list of construction activities to be included in schedule.
    - k. Review procedures for updating schedule.

#### 1.6 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. 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.

## 1.7 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.
- B. Personnel preparing CPM Progress Schedules must be qualified and experienced in using Primavera Project Planner software to prepare Critical Path Method ("CPM") schedules and must be capable of producing the schedules and reports required by this Section. Within seven (7) Days after the official Contract start date stated in the Notice to Proceed Contractor must submit for Owner acceptance, four (4) copies of the qualifications of Contractor's proposed scheduler including references from the owner on the last three (3) recent projects where the proposed scheduler prepared the required project schedules.
  - 1. Meetings: Scheduling consultant shall attend all meetings related to Project progress, alleged delays, and time impact.
- C. 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.
  - 2. The Project Time for completion of the entire Project, including Milestone activities, shall adhere to the start and finish times stated in the Contract Documents, unless Contractor formally requests and the Owner approves in writing earlier (advanced) time(s) of completion. Approval of such request shall be at Owner's discretion and shall be in the form of a Change Order.
- D. Activities: Comply with the following:
  - 1. Activity Duration: Define activities so no activity is longer than 15 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.
  - 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.
  - 8. Contingency activities are not allowed and shall not be included.
- E. 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. 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. Use-of-premises restrictions.
- e. Seasonal variations.
- f. Environmental control.
- 2. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
  - a. Subcontract awards.
  - b. Submittals.
  - c. Purchases.
  - d. Mockups.
  - e. Fabrication.
  - f. Sample testing.
  - g. Deliveries.
  - h. Installation.
  - i. Tests and inspections.
  - j. Adjusting.
  - k. Curing.
  - I. Startup and placement into final use and operation.
  - m. Commissioning.
- 3. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
  - a. Temporary enclosure.
  - b. Permanent space enclosure.
  - c. Completion of mechanical work.
  - d. Completion of electrical work.
  - e. Substantial Completion.
- F. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.
- G. Cost Correlation: Superimpose a cost correlation timeline, indicating planned and actual costs. On the line, show planned and actual dollar volume of the Work performed as of planned and actual dates used for preparation of payment requests.
  - 1. See Section 012900 "Payment Procedures" for cost reporting and payment procedures.
- H. 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.

- I. 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.
- J. 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.
- K. 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.
- L. Failure of the Official Progress Schedule to include an element of the Work required for performance of this Contract, or an inaccuracy in Official Progress Schedule, shall not relieve the Contractor from responsibility for accomplishing all activities required to complete the Work of this Project and shall not constitute grounds for a claim for delay in the execution of the Work.
- M. Failure of Contractor to substantially comply with requirements of this Section 013200 shall constitute a failure by Contractor to prosecute Work with such diligence as will ensure its completion within the Contract Time and may be considered grounds for termination or other remedy by Owner pursuant to terms of this Contract.

# 1.8 STARTUP CONSTRUCTION SCHEDULE

- A. Gantt-Chart Schedule: Submit startup, horizontal, Gantt-chart-type construction schedule within seven 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. Outline significant construction activities for first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

#### 1.9 GANTT-CHART SCHEDULE REQUIREMENTS

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's Construction Schedule within 7 days of date established for commencement of the Work.
  - 1. Base schedule on the startup construction schedule and additional information received since the start of Project.
- 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.

#### 1.10 CPM SCHEDULE REQUIREMENTS

- A. General: Prepare network diagrams using AON (activity-on-node) format.
- B. Startup Network Diagram: Submit diagram within [14] <Insert number> days of date established for [commencement of the Work] [the Notice to Proceed] [the Notice of Award]. Outline significant construction activities for the first [90] <Insert number> 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 cost- and resource-loaded, 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] <Insert number> days after date established for [commencement of the Work] [the Notice to Proceed] [the Notice of Award].
    - 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.
- I. 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.
- 5. Cost- and Resource-Loading of CPM Schedule: Assign cost to construction activities on the CPM schedule. Do not assign costs to submittal activities. Obtain Architect's approval prior to assigning costs to fabrication and delivery activities. Assign costs under main subcontracts for testing and commissioning activities, operation and maintenance manuals, punch list activities, Project record documents, [sustainable design documentation, ]and demonstration and training (if applicable), in the amount of [5] <Insert number> percent of the Contract Sum.
  - a. Each activity cost shall reflect an appropriate value subject to approval by Architect.
  - b. Total cost assigned to activities shall equal the total Contract Sum.
- 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] <Insert time> before each regularly scheduled progress meeting.

# 1.11 REPORTS

- A. Daily Construction Reports: Prepare a daily 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. Unusual events.
  - 11. Stoppages, delays, shortages, and losses.
  - 12. Meter readings and similar recordings.
  - 13. Emergency procedures.
  - 14. Orders and requests of authorities having jurisdiction.
  - 15. Change Orders received and implemented.
  - 16. Construction Change Directives received and implemented.
  - 17. Services connected and disconnected.
  - 18. Equipment or system tests and startups.
  - 19. Partial completions and occupancies.
  - 20. Substantial Completions authorized.

- B. Material Location Reports: At intervals of every two weeks, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site. Indicate the following categories for stored materials:
  - 1. Material stored prior to previous report and remaining in storage.
  - 2. Material stored prior to previous report and since removed from storage and installed.
  - 3. Material stored following previous report and remaining in storage.
- C. 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.
- D. Unusual Event Reports: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, responses by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.
  - 1. Submit unusual event reports directly to Owner within [one] <Insert number> day(s) of an occurrence. Distribute copies of report to parties affected by the occurrence.

## PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used) END OF SECTION 013200

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# SECTION 013233 - PHOTOGRAPHIC DOCUMENTATION

# PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
  - 1. Preconstruction photographs.
  - 2. Periodic construction photographs.
  - 3. Final Completion construction photographs.
  - 4. Preconstruction video recordings.
- B. Related Requirements:
  - 1. Section 017700 "Closeout Procedures" for submitting photographic documentation as Project Record Documents at Project closeout.
  - 2. Section 024119 "Selective Demolition" for photographic documentation before selective demolition operations commence.

# 1.3 INFORMATIONAL 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 and video recording. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.
- B. Digital Photographs: Submit image files within seven (7) days of taking photographs.
  - 1. Submit photos by uploading to web-based project software site. Include copy of key plan indicating each photograph's location and direction.
  - 2. Identification: Provide the following information with each image description in file metadata tag:
    - a. Name of Project.
    - b. Name of Contractor.
    - c. Date photograph was taken.
    - d. Description of location, vantage point, and direction.
    - e. Unique sequential identifier keyed to accompanying key plan.
- C. Video Recordings: Submit video recordings within seven (7) days of recording.
  - 1. Submit video recordings on thumb drive or by uploading to web-based project software site. Include copy of key plan indicating each video's location and direction.
  - 2. Identification: With each submittal, provide the following information on web-based project software site:

- a. Name of Project.
- b. Name of Contractor.
- c. Date video recording was recorded.
- d. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.

### 1.4 QUALITY ASSURANCE

A. Photographer Qualifications: An individual who has been regularly engaged as a professional photographer of construction projects for not less than three years.

# 1.5 FORMATS AND MEDIA

- A. Digital Photographs: Provide color images in JPG format, produced by a digital camera with minimum sensor size of 12 megapixels, and at an image resolution of not less than 3200 by 2400 pixels. Use flash in low light levels or backlit conditions.
- B. Digital Video Recordings: Provide high-resolution, digital video in MPEG format, produced by a digital camera with minimum sensor resolution of 12 megapixels and capable of recording in full high-definition mode with vibration-reduction technology. Provide supplemental lighting in low light levels or backlit conditions.
- C. Digital Images: Submit digital media as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
- D. Metadata: Record accurate date and time from camera.
- E. File Names: Name media files with date, Project area and sequential numbering suffix.

#### 1.6 CONSTRUCTION PHOTOGRAPHS

- A. General: Take photographs with maximum depth of field and in focus.
  - 1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- B. Preconstruction Photographs: Before commencement of demolition, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Architect.
  - 1. Flag construction limits before taking construction photographs.
  - 2. Take minimum of 20 photographs to show existing conditions adjacent to property before starting the Work.
  - 3. Take minimum of 20 photographs of existing buildings either on or adjoining property to accurately record physical conditions at start of construction.
  - 4. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.
- C. Periodic Construction Photographs: Take minimum 20 photographs monthly coinciding 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.

- D. Time-Lapse Sequence Construction Photographs: Take 8 photographs as indicated, to show status of construction and progress since last photographs were taken.
  - 1. Frequency: Take photographs weekly, on the same day each week.
  - 2. Vantage Points: Following suggestions by Architect and Contractor, photographer to select vantage points. During each of the following construction phases, take not less than six of the required shots from same vantage point each time to create a time-lapse sequence as follows:
    - a. Commencement of the Work, through completion of demolition.
    - b. Insulation & cover board installation.
    - c. Base roofing layer.
    - d. Flashing.
    - e. Roof top sheet.
- E. Final Completion Construction Photographs: Take 20 photographs after date of Substantial Completion for submission as Project Record Documents. Architect will inform photographer of desired vantage points.
- F. Additional Photographs: Architect may request 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.

## 1.7 CONSTRUCTION VIDEO RECORDINGS

- A. Video Recording Photographer: Engage a qualified videographer to record construction video recordings.
- B. Preconstruction Video Recording: Before starting demolition, record video of all roof drain piping from roof to main storm drain line and out to six feet from edge of building.
- C. Periodic Construction Video Recordings: Not Required
- D. Time-Lapse Sequence Construction Video Recordings: Not Required.

## 1.8 CONSTRUCTION WEBCAM

A. Not Required.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION (Not Used)

END OF SECTION

## SECTION 013300 - 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 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. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
  - 8. Location(s) where product is to be installed, as appropriate.
  - 9. Other necessary identification.
  - 10. Remarks.
- 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. Electronic Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.
- E. 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. Architect's Digital Data Files: Electronic copies of CAD Drawings of the Contract Drawings may be provided by Architect, at the Contractor's written request, for Contractor's use in preparing submittals.
  - 1. Architect will furnish, at their discretion, digital data drawing files of the Contract Drawings requested in writing by the Contractor for use in preparing Shop Drawings.
    - a. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
    - b. Contractor shall execute an Electronic Data Licensing agreement. Form of agreement shall be provided by the Architect at time of Contractor's written request.
- C. 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.
- D. 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.

- E. Resubmittals: Make resubmittals in same form as initial submittal.
- F. 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.
- G. 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 and/or transmittal.

## 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 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. Manufacturer's written recommendations.
    - d. Manufacturer's installation instructions.
    - e. Standard color charts.
    - f. Statement of compliance with specified referenced standards.
    - g. Testing by recognized testing agency.
    - h. Application of testing agency labels and seals.
    - i. Notation of coordination requirements.
    - j. 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. Dimensions.
    - c. Fabrication and installation drawings.
    - d. Roughing-in and setting diagrams.
    - e. Wiring diagrams showing field-installed wiring, including power, signal and control wiring.

- f. Shopwork manufacturing instructions.
- g. Templates and patterns.
- h. Schedules.
- i. Compliance with specified standards.
- j. Notation of coordination requirements.
- k. Notation of dimensions established by field measurement.
- I. Relationship and attachment to adjoining construction clearly indicated.
- m. Seal and signature of professional engineer if specified.
- 2. Sheet Size: Except for templates, patterns, and similar full-size Drawings, format Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 24 by 36 inches.
- 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. Email Transmittal: Provide PDF transmittal. Include digital image file illustrating Sample characteristics, and identification information for record.
  - 4. 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.
  - 5. Paper Transmittal: Include paper transmittal including complete submittal information indicated.
  - 6. 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.
  - 7. Samples for Initial Selection: Submit manufacturer's physical 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 electronically with options selected.

- 8. 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 two (2) sets of Samples. Architect will retain one (1) Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record Sample.
    - 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.
- 9. It is a request of this Contract for the General Contractor to provide all color samples of all items to be selected to the Architect before action can be taken on selection of colors/finishes. Upon receipt of the complete package, the Architect shall provide final selections within 45 days. The General Contractor shall allow sufficient time for this to take place in his schedule.
- 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 gualified 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 of certificate, 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 AND CONSTRUCTION MANAGER'S REVIEW

- A. Action Submittals: Architect will review each submittal, indicate corrections or revisions required, and return it.
  - 1. PDF Submittals: Architect will indicate, via markup on each submittal, the appropriate action, as follows:
    - a. Reviewed, No Exceptions.
    - b. Reviewed, Note Comments.
    - c. Revise and Resubmit.
    - d. Revise and Partial Resubmit
    - e. Rejected, Resubmit.

Review is only for general conformance with the design concept and the information in the Contract Documents. Comments made as part of this review do not relieve Contractor from compliance with the Contract Documents, applicable codes, and laws, all of which have priority over this submittal. Architect does not warrant or represent that the information within the submittal is either accurate or complete. Contractor is responsible for: all dimensions, quantities, and performance requirements, which shall be confirmed and correlated at the job site; all information that pertains soley to fabrication processes or to techniques of construction; all coordination of the Work with that of other trades; and performing the Work in a satisfactory manner.

- 2. Submittals by Web-Based Project Management Software: Architect will indicate, on Project management software website, the appropriate action.
- B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- D. Architect will return without review submittals received from sources other than Contractor.

E. Submittals not required by the Contract Documents will be returned by Architect without action.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION (Not Used)

END OF SECTION



# ELECTRONIC DOCUMENT REQUEST

DATE:	
CONTRACTOR:	
PROJECT:	
PROJECT NO:	
	and understands Electronic Data Agreement: ronic Data Agreement attached: Yes No
Purpose of Electronic	Data Use:
Contractor is request	ing an electronic copy of the following files:
Sheet No.	Description

#### ELECTRONIC DATA AGREEMENT

#### CONTRACTOR:

PROJECT:

Holly & Smith Architects (H/S) is providing electronic files for the contractor's convenience and use in the preparation of shop drawings, bid documents, as-built drawings, or other use as noted on the Electronic Document Request related to the above referenced project, subject to the following terms and conditions:

H/S electronic files were prepared in Autodesk Revit 2023 and shall be exported to AutoCAD .dwg electronic format for transmission to the Contractor, and we make no representation as to the compatibility of these files with your hardware or your software.

Data contained on these electronic files is part of H/S instruments of professional service and shall not be used by the Contractor, or anyone else receiving this data through or from the Contractor, for any purpose other than as a convenience in the preparation of shop drawings, as-built drawings, or other use as noted on the Electronic Document Request for the referenced project. Any other use or reuse by the contractor or by others will be at the contractor's sole risk and without liability or legal exposure to H/S. The contractor agrees to make no claim and hereby waives, to the fullest extent permitted by law, any claim or cause of action of any nature against H/S, its officers, directors, employees, agents, or sub-consultants which may arise out of, or in connection with, the contractor's use of the electronic files.

Furthermore, the contractor shall, to the fullest extent permitted by law, indemnify and hold harmless H/S from all claims, damages, losses, liabilities, and expenses, including attorney's fees and defense costs arising out of or resulting from use of these electronic files.

These electronic files are not Contract Documents. Significant differences may exist between these electronic files and corresponding hard copy contract documents due to addenda, change orders, or other revisions. Additional related work and materials may be shown on other drawings or may be required by the specifications. H/S makes no representation regarding the accuracy, completeness, or suitability of the electronic files received. Drawings may not be drawn to scale. In the event that a conflict arises between the issued contract documents and the electronic files, the issued contract documents shall govern. The contractor is responsible for determining if any conflict exists. By use of these electronic files, the contractor is not relieved of the duty to fully comply with the contract documents, including and without limitation, the need to check, confirm, and coordinate all dimensions and details, take field measurements, verify field conditions, and coordinate work with that of other contractors for the project.

Because of the potential that the information presented on the electronic files can be modified, unintentionally or otherwise, H/S removes its ownership and/or involvement for each electronic display.

Under no circumstances shall delivery of the electronic files for use by you be deemed a sale by H/S, and H/S makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. In no event shall H/S be liable for any loss of profit or any consequential damages.

Because data stored in electronic media format can deteriorate or be modified inadvertently, the contractor agrees to perform acceptance tests on the electronic files within 30 days of receipt, after which the contractor shall be deemed to have accepted the data thus transferred. Any data errors detected within the 30-day acceptance period will be corrected by H/S.

Accepted by: \_\_\_\_\_

Print Name and Company

## SECTION 014000 - QUALITY REQUIREMENTS

## PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspection 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. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
  - 2. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

#### 1.2 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 not sufficient to perform services or certification required, submit a written request for additional information to Architect.

## 1.3 CONFLICTING REQUIREMENTS

- A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements is specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, inform the Architect regarding the conflict and obtain clarification prior to proceeding with the Work. Refer conflicting requirements that are different, but apparently equal, to Architect for clarification before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified is the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

## 1.4 INFORMATIONAL SUBMITTALS

A. Permits, Licenses, and Certificates: For Owner's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.

#### 1.5 **REPORTS AND DOCUMENTS**

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
  - 1. Date of issue.
  - 2. Project title and number.
  - 3. Name, address, telephone number, and email address of testing agency.
  - 4. Dates and locations of samples and tests or inspections.
  - 5. Names of individuals making tests and inspections.
  - 6. Description of the Work and test and inspection method.
  - 7. Identification of product and Specification Section.
  - 8. Complete test or inspection data.
  - 9. Test and inspection results and an interpretation of test results.
  - 10. Record of temperature and weather conditions at time of sample-taking and testing and inspection.
  - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  - 12. Name and signature of laboratory inspector.
  - 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
  - 1. Statement on condition of substrates and their acceptability for installation of product.
  - 2. Statement that products at Project site comply with requirements.
  - 3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  - 4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  - 5. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
  - 1. Statement that equipment complies with requirements.
  - 2. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  - 3. Other required items indicated in individual Specification Sections.

#### 1.6 QUALITY ASSURANCE

- A. Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Testing and Inspecting Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented according to [ASTM E329] <Insert standard> and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.

## 1.7 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
  - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspection 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.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.
  - 1. Engage a qualified testing agency to perform quality-control services.
    - a. Contractor will not employ same entity engaged by Owner, unless agreed to in writing by Owner.
  - 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspection will be performed.
  - 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  - 4. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.

- 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- D. 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. Determine the locations from which test samples will be taken and in which in-situ tests are conducted.
  - 3. Conduct and interpret tests and inspections, and state in each report whether tested and inspected Work complies with or deviates from requirements.
  - 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  - 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  - 6. Do not perform duties of Contractor.
- E. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."
- F. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- G. Contractor's Associated Requirements and Services: Cooperate with agencies and representatives 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 inspection. Assist agency in obtaining samples.
  - 4. Facilities for storage and field curing of test samples.
  - 5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  - 6. Security and protection for samples and for testing and inspection equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.
  - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

## 3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
  - 1. Date test or inspection was conducted.
  - 2. Description of the Work tested or inspected.
  - 3. Date test or inspection results were transmitted to Architect.
  - 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.
  - 1. Submit log at Project closeout as part of Project Record Documents.

#### 3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspection, sample-taking, and similar services, repair damaged construction and restore substrates and finishes.
  - Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."
- 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 **014000**

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## SECTION 014200 - REFERENCES

## PART 1 - GENERAL

#### 1.1 **DEFINITIONS**

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

## 1.2 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
  - 1. For standards referenced by applicable building codes, comply with dates of standards as listed in building codes.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

## 1.3 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."
- B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.
  - 1. DIN Deutsches Institut fur Normung e.V.; www.din.de.
  - 2. IAPMO International Association of Plumbing and Mechanical Officials; www.iapmo.org.
  - 3. ICC International Code Council; www.iccsafe.org.
  - 4. ICC-ES ICC Evaluation Service, LLC; www.icc-es.org.
- C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.
  - 1. COE Army Corps of Engineers; www.usace.army.mil.
  - 2. CPSC Consumer Product Safety Commission; www.cpsc.gov.
  - 3. DOC Department of Commerce; National Institute of Standards and Technology; www.nist.gov.
  - 4. DOD Department of Defense; www.quicksearch.dla.mil.
  - 5. DOE Department of Energy; www.energy.gov.
  - 6. EPA Environmental Protection Agency; www.epa.gov.
  - 7. FAA Federal Aviation Administration; www.faa.gov.
  - 8. FG Federal Government Publications; www.gpo.gov/fdsys.
  - 9. GSA General Services Administration; www.gsa.gov.
  - 10. HUD Department of Housing and Urban Development; www.hud.gov.
  - 11. LBL Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; www.eetd.lbl.gov.
  - 12. OSHA Occupational Safety & Health Administration; www.osha.gov.
  - 13. SD Department of State; www.state.gov.
  - 14. TRB Transportation Research Board; National Cooperative Highway Research Program; The National Academies; www.trb.org.
  - 15. USDA Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.
  - 16. USDA Department of Agriculture; Rural Utilities Service; www.usda.gov.
  - 17. USDOJ Department of Justice; Office of Justice Programs; National Institute of Justice; www.ojp.usdoj.gov.
  - 18. USP U.S. Pharmacopeial Convention; www.usp.org.
  - 19. USPS United States Postal Service; www.usps.com.
- D. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

- 1. CFR Code of Federal Regulations; Available from Government Printing Office; www.govinfo.gov.
- 2. DOD Department of Defense; Military Specifications and Standards; Available from DLA Document Services; www.quicksearch.dla.mil.
- 3. DSCC Defense Supply Center Columbus; (See FS).
- 4. FED-STD Federal Standard; (See FS).
- 5. FS Federal Specification; Available from DLA Document Services; www.quicksearch.dla.mil.
  - a. Available from Defense Standardization Program; www.dsp.dla.mil.
  - b. Available from General Services Administration; www.gsa.gov.
  - c. Available from National Institute of Building Sciences/Whole Building Design Guide; www.wbdg.org.
- 6. MILSPEC Military Specification and Standards; (See DOD).
- 7. USAB United States Access Board; www.access-board.gov.
- 8. USATBCB U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).
- E. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
  - 1. CBHF; State of California; Department of Consumer Affairs; Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation; www.bearhfti.ca.gov.
  - CCR; California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; www.calregs.com.
  - 3. CDHS; California Department of Health Services; (See CDPH).
  - 4. CDPH; California Department of Public Health; Indoor Air Quality Program; www.cal-iaq.org.
  - 5. CPUC; California Public Utilities Commission; www.cpuc.ca.gov.
  - 6. SCAQMD; South Coast Air Quality Management District; www.aqmd.gov.
  - 7. TFS; Texas A&M Forest Service; Sustainable Forestry and Economic Development; www.txforestservice.tamu.edu.

## PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used) END OF SECTION 014200

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## SECTION 014339 - MOCKUPS

## PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Integrated exterior mockups.

#### 1.2 DEFINITIONS

A. Integrated Exterior Mockups: Mockups of the exterior envelope constructed on-site as freestanding temporary built elements or part of permanent construction, consisting of multiple products, assemblies, and subassemblies.

#### 1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
  - 1. Meet with Owner, Architect, testing and inspecting agency representative, and installers of major systems whose Work is included in integrated exterior mockups.
  - 2. Review locations and extent of mockups.
  - 3. Review testing procedures to be performed on mockups.
  - 4. Review and finalize schedule for mockups, and verify availability of materials, personnel, equipment, and facilities needed to complete mockups and testing and maintain schedule for the Work.

## 1.4 ACTION SUBMITTALS

A. Shop Drawings: For integrated exterior mockups.

## 1.5 INFORMATIONAL SUBMITTALS

A. Preconstruction Test Reports: For integrated exterior mockups.

#### 1.6 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Qualified in accordance with ASTM E699 for testing indicated and accredited by IAS or ILAC Mutual Recognition Arrangement as complying with ISO/IEC 17025 and acceptable to Owner and Architect.
- B. Build mockups to do the following:
  - 1. Verify selections made under Sample submittals.
  - 2. Demonstrate aesthetic effects.

- 3. Demonstrate the qualities of products and workmanship.
- 4. Demonstrate acceptable coordination between components and systems.
- 5. Perform preconstruction testing, such as air- and water-leakage testing.
- C. Fabrication: Before fabricating or installing portions of the Work requiring mockups, build mockups for each form of construction and finish required. Use materials and installation methods as required for the Work.
  - 1. Build mockups of size indicated.
  - 2. Build mockups in location indicated or, if not indicated, as directed by Architect.
  - 3. Employ supervisory personnel who will oversee mockup construction. Employ workers who will be employed to perform same tasks during the construction at Project.
  - 4. Demonstrate the proposed range of aesthetic effects and workmanship.
  - 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.
- D. Notifications:
  - 1. Notify Architect seven days in advance of the dates and times when mockups will be constructed.
  - 2. Notify Architect fourteen days in advance of the dates and times when mockups will be tested.
  - 3. Allow seven days for initial review and each re-review of each mockup.
- E. Approval: Obtain Architect's approval of mockups before starting fabrication or construction of corresponding Work.
  - 1. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
  - 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
  - 3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

## 1.7 COORDINATION

A. Coordinate schedule for construction of mockups, so construction, testing, and review of mockups do not impact Project schedule.

## PART 2 - PRODUCTS

## 2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design support structure for free-standing mockups.
- B. Structural Performance:
  - 1. Wind Loads: As indicated on Drawings.

C. Mockup Testing Performance Requirements: Perform tests using design pressures and performance criteria indicated for assemblies and products that are specified in other Sections and incorporated into [integrated exterior] mockups.

## 2.2 INTEGRATED EXTERIOR MOCKUPS

- A. Construct integrated exterior mockups according to approved mockup Shop Drawings. Construct mockups to demonstrate constructability, coordination of trades, and sequencing of Work; and to ensure materials, components, subassemblies, assemblies, and interfaces integrate into a system complying with indicated performance and aesthetic requirements.
- B. Build integrated exterior mockups using installers and construction methods that will be used in completed construction.
- C. Use specified products that have been approved by Architect. Coordinate installation of materials and products specified in individual Specification Sections that include Work included in integrated exterior mockups.
- D. The Work of integrated exterior mockups includes, but is not limited to, the following:
  - 1. Precast architectural concrete.
  - 2. Flashing and sheet metal trim.
  - 3. Joint sealants.
  - 4. Roofing and flashing.
- E. Photographic Documentation: Document construction of integrated exterior mockups with photographs in accordance with Section 013233 "Photographic Documentation." Provide photographs showing details of interface of different materials and assemblies.
  - 1. Document testing procedures, including water leakage and other deficiencies. Photograph modifications to component interfaces intended to correct deficiencies.
- F. Provide and document modifications to construction details and interfaces between components and systems required to properly sequence the Work, or to pass performance testing requirements. Obtain Architect's approval for modifications.
- G. Retain approved mockups constructed in place. Incorporate fully into the Work.

## PART 3 - EXECUTION – NOT USED END OF SECTION **014339**

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## SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

## PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
  - 1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

## 1.2 USE CHARGES

- A. Installation, removal, and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to Architect, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use [with metering] [without metering and without payment of use charges]. Provide connections and extensions of services [and metering] as required for construction operations.
- C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use [with metering] [without metering and without payment of use charges]. Provide connections and extensions of services [and metering] as required for construction operations.

## 1.3 INFORMATIONAL SUBMITTALS

- A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.
- B. Project Identification and Temporary Signs: Show fabrication and installation details, including plans, elevations, details, layouts, typestyles, graphic elements, and message content.
- C. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.
- D. Moisture- and Mold-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage and mold. Describe delivery, handling, storage, installation, and protection provisions for materials subject to water absorption or water damage.

- 1. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and requirements for replacing water-damaged Work.
- 2. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
- 3. Indicate methods to be used to avoid trapping water in finished work.

## 1.4 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.
- C. Accessible Temporary Egress: Comply with applicable provisions in the United States Access Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

## 1.5 **PROJECT CONDITIONS**

A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to 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 TEMPORARY FACILITIES

- A. Field Offices: Coordinate with Owner if an interior location is available for a minimal field office.
- B. Materials: Provide new materials. Undamaged, previously used materials in serviceable condition may be used if approved by Architect. Provide materials suitable for use intended:
  - 1. Chain-Link Fencing: Minimum 2-inch, 0.148-inch- thick, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch- OD line posts and 2-7/8-inch- OD corner and pull posts, with 1- 5/8-inch- OD top rails.
  - 2. Portable Chain-Link Fencing: Minimum 2-inch, 0.148-inch- thick, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch- OD line posts and 2-7/8-inch- OD corner and pull posts, with 1-5/8-inch- OD top and bottom rails. Provide concrete or galvanized steel bases for supporting posts.
  - 3. Tarpaulins: Fire-resistive labeled with flame-spread rating of 15 or less.
  - 4. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10-mil minimum thickness, with flame-spread rating of 15 or less per ASTM E 84 and passing NFPA 701 Test Method 2.
  - 5. Dust Control Adhesive-Surface Walk-off Mats: Provide mats minimum 36 by 60 inches.

## 2.2 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

## **PART 3 - EXECUTION**

#### 3.1 TEMPORARY FACILITIES, GENERAL

- A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
  - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

## 3.2 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.

## 3.3 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.
- C. Sanitary Facilities: Provide temporary toilets, wash facilities, safety shower and eyewash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- D. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
- E. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
- F. 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.
- G. Telephone Service: Provide cellular telephones for use by GC's Project Manager.

## 3.4 SUPPORT FACILITIES INSTALLATION

- A. Comply with the following:
  - 1. Provide construction for temporary field offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E136. Comply with NFPA 241.
  - 2. Utilize designated area within existing building for temporary field offices.
  - 3. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. 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.
- C. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- D. Storage and Staging: Use designated areas of Project site for storage and staging needs.
- E. 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 or endanger permanent Work or temporary facilities.
  - 2. Remove snow and ice as required to minimize accumulations.
- F. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
  - 1. Temporary Signs: Provide signs as required to inform public and individuals seeking entrance to Project.
    - a. Provide temporary, directional signs for construction personnel and visitors.
  - 2. Maintain and touch up signs so they are legible at all times.
- G. Waste Disposal Facilities: Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."
- 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 progress cleaning requirements in Section 017300 "Execution."
- 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: Use of building elevators is **NOT** permitted.

## 3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
  - 1. Where access to adjacent properties is required in order to affect protection of existing facilities, obtain written permission from adjacent property owner to access property for that purpose.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- C. Stormwater Control: Comply with requirements of 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. Protect tree root systems from damage, flooding, and erosion.
- E. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people from easily entering site except by entrance gates.
  - 1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.
  - 2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Furnish one set of keys to Owner.
- F. Security Enclosure and Lockup: Coordinate with Owner to maintain existing levels of security for the roof area.
- 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 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.
- I. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner from fumes and noise.
  - 1. Construct dustproof partitions with gypsum wallboard with joints taped on occupied side, and fire-retardant-treated plywood on construction operations side.
  - 2. Where fire-resistance-rated temporary partitions are indicated or are required by authorities having jurisdiction, construct partitions according to the rated assemblies.
  - 3. Provide walk-off mats at each entrance through temporary partition.

- 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; manage fire-prevention program.
  - 1. Prohibit smoking in construction areas. Comply with additional limits on smoking specified in other Sections.
  - 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.

## 3.6 MOISTURE AND MOLD CONTROL

- A. Moisture and Mold Protection: Protect stored materials and installed Work in accordance with Moisture and Mold Protection Plan.
- B. Exposed Construction Period: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
  - 1. Protect porous materials from water damage.
  - 2. Protect stored and installed material from flowing or standing water.
  - 3. Keep porous and organic materials from coming into prolonged contact with concrete.
  - 4. Remove standing water from decks.
  - 5. Keep deck openings covered or dammed.
- C. Partially Enclosed Construction Period: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
  - 1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
  - 2. Keep interior spaces reasonably clean and protected from water damage.
  - 3. Periodically collect and remove waste containing cellulose or other organic matter.
  - 4. Discard or replace water-damaged material.
  - 5. Do not install material that is wet.
  - 6. Discard and replace stored or installed material that begins to grow mold.
  - 7. Perform work in a sequence that allows wet materials adequate time to dry before enclosing the material in gypsum board or other interior finishes.
- D. Controlled Construction Period: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
  - 1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
  - 2. Use temporary or permanent HVAC system to control humidity within ranges specified for installed and stored materials.
  - 3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.

## 3.7 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. 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 Substantial Completion. 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.
  - At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION **015000** 

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## SECTION 016000 - PRODUCT REQUIREMENTS

## PART 1 - GENERAL

#### 1.1 SUMMARY

A. 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; and comparable products.

## 1.2 **DEFINITIONS**

- A. Products: Items obtained 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. Salvaged items or items reused from other projects are not considered new products. Items that are manufactured or fabricated to include recycled content materials are considered new products, unless indicated otherwise.
  - 3. Comparable Product: Product by named manufacturer that is demonstrated and approved through the comparable product submittal process described in Part 2 "Comparable Products" Article, 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: A specification in which a single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. Published attributes and characteristics of basis-of-design product establish salient characteristics of products.
  - Evaluation of Comparable Products: In addition to the basis-of-design product description, product attributes and characteristics may be listed to establish the significant qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirements for purposes of evaluating comparable products of additional manufacturers named in the specification. [Manufacturer's published attributes and characteristics of basis-of-design product also establish salient characteristics of products for purposes of evaluating comparable products.]
- C. Subject to Compliance with Requirements: Where the phrase "Subject to compliance with requirements" introduces a product selection procedure in an individual Specification Section, provide products qualified under the specified product procedure. In the event that a named product or product by a named manufacturer does not meet the other requirements of the specifications, select another named product or product from another named manufacturer that does meet the requirements of the specifications; submit a comparable product request or substitution request, if applicable.

- D. Comparable Product Request Submittal: An action submittal requesting consideration of a comparable product, including the following information:
  - 1. Identification of basis-of-design product or fabrication or installation method to be replaced, including Specification Section number and title and Drawing numbers and titles.
  - 2. Data indicating compliance with the requirements specified in Part 2 "Comparable Products" Article.
- E. Basis-of-Design Product Specification Submittal: An action submittal complying with requirements in Section 013300 "Submittal Procedures."

## 1.3 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

## 1.4 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products, using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

## 1.5 **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: Written standard warranty form furnished by individual manufacturer for a particular product and issued in the name of the Owner or endorsed by manufacturer to Owner.
  - 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner and issued in the name of the Owner or endorsed by manufacturer to Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
  - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  - 2. Specified Form: When specified forms are included in the Project Manual, prepare a written document, using indicated form properly executed.
  - 3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

## PART 2 - PRODUCTS

## 2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, 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 meeting requirements of the Contract Documents.
  - 4. Where products are accompanied by the term "as selected," Architect will make selection.
  - 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
- B. Product Selection Procedures:
  - 1. Limited List of Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will will not be considered unless otherwise indicated.
    - a. Limited list of products may be indicated by the phrase "Subject to compliance with requirements, provide one of the following."
  - 2. Non-Limited List of Products: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed or an unnamed product that complies with requirements.
    - a. Non-limited list of products is indicated by the phrase "Subject to compliance with requirements, available products that may be incorporated in the Work include, but are not limited to, the following."
    - b. Provision of an unnamed product is not considered a substitution, if the product complies with requirements.
  - 3. Limited List of Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
    - a. Limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, provide products by one of the following."
  - 4. Non-Limited List of Manufacturers: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed or a product by an unnamed manufacturer that complies with requirements.

- a. Non-limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, available manufacturers whose products may be incorporated in the Work include, but are not limited to, the following."
- b. Provision of products of an unnamed manufacturer is not considered a substitution, if the product complies with requirements.
- 5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications may additionally indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
- C. Visual Matching Specification: Where Specifications require the phrase "match Architect's sample," provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
  - 1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or a similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.
- E. Sustainable Product Selection: Where Specifications require product to meet sustainable product characteristics, select products complying with indicated requirements. Comply with requirements in Division 01 sustainability requirements Section and individual Specification Sections.
  - 1. Select products for which sustainable design documentation submittals are available from manufacturer.

## 2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration of Comparable Products: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with the following requirements:
  - 1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work.
  - 2. Detailed comparison of significant qualities of proposed product with those of the named basis-of-design product. Significant product qualities include attributes, such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.
  - 3. Evidence that proposed product provides specified warranty.
  - 4. List of similar installations for completed projects, with project names and addresses and names and addresses of architects and owners, if requested.
  - 5. Samples, if requested.

- B. Architect's Action on Comparable Products Submittal: If necessary, Architect will request additional information or documentation for evaluation, as specified in Section 013300 "Submittal Procedures."
  - 1. Form of Approval of Submittal: As specified in Section 013300 "Submittal Procedures."
  - 2. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- C. Submittal Requirements, Two-Step Process: Approval by the Architect of Contractor's request for use of comparable product is not intended to satisfy other submittal requirements. Comply with specified submittal requirements.
- D. Submittal Requirements, Single-Step Process: When acceptable to Architect, incorporate specified submittal requirements of individual Specification Section in combined submittal for comparable products. Approval by the Architect of Contractor's request for use of comparable product and of individual submittal requirements will also satisfy other submittal requirements.

PART 3 - EXECUTION (Not Used) END OF SECTION 016000

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# PRIOR APPROVAL REQUEST

Project:		H/S Project No.:			
		Owner Project N	No.:		
From:					
		Date:			
Specification Title:		Description:	Description:		
Section:	Page:	Article/Paragra	ph:		
Proposed Product for Prior App	roval:				
Manufacturer:	Address:		Phone:		
Trade Name:			Model No.:		
Installer:	Address:		Phone:		
History: 🔲 New product 🔲 2-5 years old 🗌 5-10 yrs old 🗌 More than 10 years old					
Differences between proposed	product and specified produ	uct:			
Supporting Data Attached:	Drawings	ata 🔲 Samples 🔲 T	ests 🗌 Reports 🗌 Other		
<ul> <li>Same warranty will be furn</li> <li>Same maintenance service</li> <li>Proposed product will have</li> <li>Cost data as stated above quently become apparent a</li> <li>Proposed substitution does</li> <li>Payment will be made for the substitution.</li> </ul>	ished for proposed product e and source of replacemen e no adverse effect on other e is complete. Claims for a are to be waived. s not affect dimensions and changes to building design	as for specified product to parts, as applicable, is trades and will not affe additional costs related functional clearances. h, including A/E design,			
Submitted by:		- Address:			
Firm:		-			
Signature:		Telephone:			
Attachments:					

A/E's REVIEW AND AC	TION				
<ul> <li>Product approved - Make submittals in accordance with Specification Section 01330.</li> <li>Product approved as noted - Make submittals in accordance with Specification Section 01330.</li> <li>Product rejected - Use specified materials.</li> <li>Prior Approval Request received too late - Use specified materials.</li> </ul>					
Signed by:			Date:		
Additional Comments:	Contractor	Subcontractor Supplier	🗌 Manufacturer 🗌 A/E 🗌		

## SECTION 017300 - EXECUTION

## PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work, including, but not limited to, the following:
  - 1. Construction layout.
  - 2. Field engineering and surveying.
  - 3. Installation of the Work.
  - 4. Cutting and patching.
  - 5. Coordination of Owner's portion of the Work.
  - 6. Coordination of Owner-installed products.
  - 7. Progress cleaning.
  - 8. Starting and adjusting.
  - 9. Protection of installed construction.
  - 10. Correction of the Work.
- B. Related Requirements:
  - 1. Section 011000 "Summary" for coordination of and limits on use of Project site.
  - 2. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, replacing defective work, and final cleaning.
  - 3. Section 024119 "Selective Demolition" for demolition and removal of selected portions of the building.

#### 1.2 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of subsequent work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of subsequent work.

#### 1.3 INFORMATIONAL SUBMITTALS

A. None required.

## 1.4 CLOSEOUT SUBMITTALS

A. All warranty documents shall be submitted as informational submittals

## 1.5 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
  - 1. Structural Elements: When cutting and patching structural elements, or when encountering the need for cutting and patching of elements whose structural function is not known, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
  - 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
  - 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
  - 4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of specified products and equipment.

## PART 2 - PRODUCTS

## 2.1 MATERIALS

- A. Comply with requirements specified in other Sections.
  - 1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with sustainable design requirements.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
  - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials. Use materials that are not considered hazardous.
- C. 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 EXAMINATION

- A. Existing Conditions: 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,[mechanical and electrical systems,] and other construction affecting the Work.
  - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, gas service piping, and water-service piping; underground electrical services; and other utilities.
  - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, 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. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
  - 1. Description of the Work, including Specification Section number and paragraph, and Drawing sheet number and detail, where applicable.
  - 2. List of detrimental conditions, including substrates.
  - 3. List of unacceptable installation tolerances.
  - 4. Recommended corrections.
- D. 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 Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, equipment platforms, antenna arrays or other utility appurtenances located in or affected by construction. Coordinate with 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 in accordance with requirements in Section 013100 "Project Management and Coordination."

## 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 and existing conditions. If discrepancies are discovered, notify Architect promptly.
- B. Engage personnel experienced in laying out the Work, using the following accepted surveying practices:
  - 1. Establish limits on use of Project site.
  - 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.
- C. Building Lines and Levels: Locate and lay out control lines and levels for structures and roof and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels.

## 3.4 INSTALLATION

- A. 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 satisfactory results as judged by Architect. Maintain conditions required for product performance until Substantial Completion.
- 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 of type expected for Project.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on-site and placement in permanent locations.

- F. Tools and Equipment: Select tools or equipment that minimize production of excessive noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for Work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions with manufacturer.
  - 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.
- I. Joints: Make joints of uniform width. Where joint locations in exposed Work are not indicated, arrange joints for the best visual effect, as judged by Architect. Fit exposed connections together to form hairline joints.

## 3.5 CUTTING AND PATCHING

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of Work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching in accordance with requirements in Section 011000 "Summary."
- F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to [minimize] [prevent] interruption to occupied areas.

- G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  - 3. Concrete: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  - 4. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
  - 5. Proceed with patching after construction operations requiring cutting are complete.
- H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as practicable, as judged by Architect. Provide materials and comply with installation requirements specified in other Sections, where applicable.
  - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
  - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
    - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    - b. Restore damaged pipe covering to its original condition.
  - 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
    - a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch, corner to corner of wall and edge to edge of ceiling. Provide additional coats until patch blends with adjacent surfaces.
  - 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
  - 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

#### 3.6 PROGRESS CLEANING

- A. Clean Project site and work areas daily, including common areas. 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 waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
  - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
    - a. Use containers intended for holding waste materials of type to be stored.
  - 4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- 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: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls." and Section 017419 "Construction Waste Management and Disposal."
- 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 Substantial Completion.
- 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 ensure 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 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.
- C. Comply with manufacturer's written instructions for temperature and relative humidity.

## 3.8 CORRECTION OF THE WORK

- A. Repair or remove and replace damaged, defective, or nonconforming Work. Restore damaged substrates and finishes.
  - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Repair Work previously completed and subsequently damaged during construction period. Repair to like-new condition.
- C. Restore permanent facilities used during construction to their specified condition.
- D. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- E. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- F. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION

## SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

## PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
  - 1. Salvaging nonhazardous demolition construction waste.
  - 2. Recycling nonhazardous demolition construction waste.
  - 3. Disposing of nonhazardous demolition construction waste.

#### 1.2 DEFINITIONS

- A. Construction Waste: Building, structure, and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building, structure, and site improvement materials resulting from demolition operations.
- C. Disposal: Removal of demolition or construction waste and subsequent salvage, sale, recycling, or deposit in landfill, incinerator acceptable to authorities having jurisdiction, or designated spoil areas on Owner's property.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

#### 1.3 ACTION SUBMITTALS

A. Waste Management Plan: Submit plan within 7 days of date established for the Notice to Proceed.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit report. Include the following information:
  - 1. Material category.
  - 2. Generation point of waste.
  - 3. Total quantity of waste in tons.
  - 4. Quantity of waste salvaged, both estimated and actual in tons.
  - 5. Quantity of waste recycled, both estimated and actual in tons.

- 6. Total quantity of waste recovered (salvaged plus recycled) in tons.
- 7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.
- B. Waste Reduction Calculations: Before request for Substantial Completion, submit calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.
- C. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- D. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

## 1.5 QUALITY ASSURANCE

- A. Waste Management Coordinator Qualifications: Experienced firm, or individual employed and assigned by General Contractor, with a record of successful waste management coordination of projects with similar requirements.
- B. Refrigerant Recovery Technician Qualifications: Comply with requirements in Section 024119 "Selective Demolition."
- C. Waste Management Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination."

#### 1.6 WASTE MANAGEMENT PLAN

- A. General: Develop a waste management plan according to requirements in this Section. Plan shall consist of waste identification, waste reduction work plan, and cost/revenue analysis. Distinguish between demolition and construction waste. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.
- B. Waste Identification: Indicate anticipated types and quantities of demolition and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.
- C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
  - 1. Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.
  - 2. Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.
  - 3. Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
  - 4. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.

- 5. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
- 6. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location where materials separation will be performed.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

## 3.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
- B. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work.
  - 1. Distribute waste management plan to everyone concerned within three days of submittal return.
  - 2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- C. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged and recycled.
  - 2. Comply with Section 015000 "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

#### 3.2 SALVAGING DEMOLITION WASTE

- A. Comply with requirements in Section 024119 "Selective Demolition" for salvaging demolition waste.
- B. Salvaged Items for Reuse in the Work:
  - 1. Clean salvaged items.
  - 2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
  - 3. Store items in a secure area until installation.
  - 4. Protect items from damage during transport and storage.
  - 5. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.
- C. Salvaged Items for Sale and Donation: Not permitted on Project site.

- D. Salvaged Items for Owner's Use:
  - 1. Clean salvaged items.
  - 2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
  - 3. Store items in a secure area until delivery to Owner.
  - 4. Transport items to Owner's storage area designated by Owner.
  - 5. Protect items from damage during transport and storage.

#### 3.3 RECYCLING DEMOLITION CONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to Contractor.
- C. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.
- D. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.
  - 1. Provide appropriately marked containers or bins for controlling recyclable waste until removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
    - a. Inspect containers and bins for contamination and remove contaminated materials if found.
  - 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  - 3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
  - 4. Store components off the ground and protect from the weather.
  - 5. Remove recyclable waste from Owner's property and transport to recycling receiver or processor as often as required to prevent overfilling bins.

#### 3.4 RECYCLING DEMOLITION WASTE

- A. Metals: Separate metals by type.
  - 1. Structural Steel: Stack members according to size, type of member, and length.
  - 2. Remove and dispose of bolts, nuts, washers, and other rough hardware.
- B. Piping: Reduce piping to straight lengths and store by material and size. Separate supports, hangers, valves, sprinklers, and other components by material and size.
- C. Conduit: Reduce conduit to straight lengths and store by material and size.

## 3.5 RECYCLING CONSTRUCTION WASTE

- A. Packaging:
  - 1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
  - 2. Polystyrene Packaging: Separate and bag materials.
  - 3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
  - 4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.
- B. Wood Materials:
  - 1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
  - 2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.
- C. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location.
  - 1. Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.
- D. Paint: Seal containers and store by type.

#### 3.6 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged or recycled, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
  - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn waste materials. END OF SECTION **017419** 

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## SECTION 017700 - CLOSEOUT PROCEDURES

## PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for Contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.
  - 2. Final completion procedures.
  - 3. Warranties.
  - 4. Final cleaning.
- B. Related Requirements:
  - 1. Section 017823 "Operation and Maintenance Data" for additional operation and maintenance manual requirements.
  - 2. Section 017900 "Demonstration and Training" for requirements to train the Owner's maintenance personnel to adjust, operate, and maintain products, equipment, and systems.

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of cleaning agent.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

#### 1.3 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.
- C. Field Report: For pest-control inspection.

#### 1.4 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's "punch list"), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

- 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction, permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
- 2. Submit closeout submittals specified in other Division 01 Sections, including Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
- 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
- 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number.
- 5. Submit testing, adjusting, and balancing records.
- 6. Submit sustainable design submittals not previously submitted.
- 7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. Advise Owner of pending insurance changeover requirements.
  - 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
  - 3. Complete startup and testing of systems and equipment.
  - 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
  - 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 017900 "Demonstration and Training."
  - 6. Advise Owner of changeover in utility services.
  - 7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
  - 8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  - 9. Complete final cleaning requirements.
  - 10. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion 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.

## 1.5 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:
  - 1. Submit a final Application for Payment in accordance with Section 012900 "Payment Procedures."

- 2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
- 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- 4. Submit pest-control final inspection report.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. 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.

## 1.6 LIST OF INCOMPLETE ITEMS

- A. Organization 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, listed by orientation (East to West) on roof.
  - 2. Organize items applying to each space by major element, including categories for roof system, wall flashing, and equipment.
  - 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. Web-Based Project Software Upload: Utilize software feature for creating and updating list of incomplete items (punch list).

#### 1.7 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of 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 Owner and by uploading to web-based project software site.

### 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.
  - 1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

#### **PART 3 - EXECUTION**

#### 3.1 FINAL CLEANING

- A. Perform 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 certification of Substantial Completion for entire Project or for a designated portion of Project:
    - a. Clean Project site of rubbish, waste material, litter, and other foreign substances.
    - b. 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.
    - c. Remove debris and surface dust from limited-access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    - d. Clean flooring, removing debris, dirt, and staining; clean according to manufacturer's recommendations.
    - e. Vacuum and mop concrete.
    - f. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
    - g. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
    - h. Remove labels that are not permanent.
    - i. Wipe surfaces of mechanical and electrical equipment[, elevator equipment,] and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
    - j. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
    - k. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.

- I. Clean ducts, blowers, and coils[ if units were operated without filters during construction or that display contamination with particulate matter on inspection].
  - 1) Clean HVAC system in compliance with [NADCA ACR.] [Section 230130.52 "Existing HVAC Air-Distribution System Cleaning."]
- m. Clean luminaires, lamps, globes, and reflectors to function with full efficiency.
- n. Clean strainers.
- o. Leave Project clean and ready for occupancy.
- C. Pest Control: Comply with pest control requirements in Section 015000 "Temporary Facilities and Controls." Prepare written report.
- D. Construction Waste Disposal: Comply with waste-disposal requirements in Section 015000 "Temporary Facilities and Controls." and Section 017419 "Construction Waste Management and Disposal."

## 3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations required by Section 017300 "Execution" before requesting inspection for determination of Substantial Completion.

END OF SECTION 017700

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## SECTION 017823 - 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 Owner and by uploading to web-based project software site. Enable reviewer comments on draft submittals.
- 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.

## 1.4 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Provide Manuals as required by the Owner based on the scope of work in the project.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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

## SECTION 017839 - PROJECT RECORD DOCUMENTS

## PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for Project Record Documents, including the following:
  - 1. Record Drawings.
  - 2. Record specifications.
  - 3. Record Product Data.
- B. Related Requirements:
  - 1. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

## 1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
  - 1. Number of Copies: Submit one set(s) of marked-up record prints.
  - 2. Number of Copies: Submit copies of Record Drawings as follows:
    - a. Initial Submittal:
      - 1) Submit PDF electronic files of scanned record prints.
      - 2) Submit Record Digital Data Files.
      - 3) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
    - b. Final Submittal:
      - Submit 2 sets of annotated PDF electronic files of scanned Record Prints on individual digital flash memory sticks and one set uploaded to the project website.
      - 2) Print each drawing, whether or not changes and additional information were recorded.
- B. Record Specifications: Submit 2 sets of annotated PDF electronic files on individual digital flash memory sticks (may be shared with Record Drawings) and one copy of Project's Specifications, including addenda and Contract modifications uploaded to the project website.
- C. Record Product Data: Submit 2 sets of annotated PDF electronic files on individual digital flash memory sticks (may be shared with Record Drawings & Specs) and one copy uploaded to the project website of each submittal.
  - 1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

## 1.3 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
  - 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 provide information for preparation of corresponding 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. Accurately record information in an acceptable drawing technique.
    - c. Record data as soon as possible after obtaining it.
    - d. Record and check the markup before enclosing concealed installations.
    - e. Cross-reference record prints to corresponding photographic documentation.
  - 2. Content: Types of items requiring marking include, but are not limited to, the following:
    - a. Dimensional changes to Drawings.
    - b. Revisions to details shown on Drawings.
    - c. Depths of foundations.
    - d. Locations and depths of underground utilities.
    - e. Revisions to routing of piping and conduits.
    - f. Revisions to electrical circuitry.
    - g. Actual equipment locations.
    - h. Duct size and routing.
    - i. Locations of concealed internal utilities.
    - j. Changes made by Change Order or Construction Change Directive.
    - k. Changes made following Architect's written orders.
    - I. Details not on the original Contract Drawings.
    - m. Field records for variable and concealed conditions.
    - n. Record information on the Work that is shown only schematically.
  - 3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
  - 4. Mark record prints with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
  - 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
  - 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
  - 1. Format: Annotated PDF electronic file.
  - 2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
  - 3. Refer instances of uncertainty to Architect for resolution.

- C. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
  - 1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
  - 2. Format: Annotated PDF electronic file.
  - 3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
  - 4. Identification: As follows:
    - a. Project name.
    - b. Date.
    - c. Designation "PROJECT RECORD DRAWINGS."
    - d. Name of Architect.
    - e. Name of Contractor.

## 1.4 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation, where installation varies from that indicated in Specifications, addenda, and Contract modifications.
  - 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. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
  - 5. Note related Change Orders, Record Product Data, and Record Drawings where applicable.
- B. Format: Submit record specifications as annotated PDF electronic file of marked-up paper copy of Specifications.

## 1.5 RECORD PRODUCT DATA

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and revisions to Project Record Documents as they occur; do not wait until end of Project.
- B. 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.

- C. Format: Submit Record Product Data as annotated PDF electronic file of marked-up Product Data.
  - 1. Include Record Product Data directory organized by Specification Section number and title, electronically linked to each item of Record Product Data.

## 1.6 MAINTENANCE OF RECORD DOCUMENTS

A. Maintenance of Record Documents: Store Record Documents 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.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION (Not Used)

END OF SECTION

# SECTION 017900 - DEMONSTRATION AND TRAINING

# PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
  - 1. Instruction in operation and maintenance of systems, subsystems, and equipment.
  - 2. Demonstration and training video recordings.

#### 1.2 INFORMATIONAL SUBMITTALS

- A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and 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. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.

## 1.3 CLOSEOUT SUBMITTALS

- A. Demonstration and Training Video Recordings: Submit two copies within seven days of end of each training module.
  - 1. At completion of training, submit complete training manual(s) for Owner's use prepared in same paper and PDF file format required for operation and maintenance manuals specified in Section 017823 "Operation and Maintenance Data."

## 1.4 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, experienced in operation and maintenance procedures and training.
- C. Preinstruction Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination."

## 1.5 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data have been reviewed and approved by Architect.

#### 1.6 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- 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 as applicable to the system, equipment, or component:
  - 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
    - a. System, subsystem, and equipment descriptions.
    - b. Performance and design criteria if Contractor is delegated design responsibility.
    - c. Operating standards.
    - d. Regulatory requirements.
    - e. Equipment function.
    - f. Operating characteristics.
    - g. Limiting conditions.
    - h. Performance curves.
  - 2. Documentation: Review the following items in detail:
    - a. Emergency manuals.
    - b. Systems and equipment maintenance manuals.
    - c. Product maintenance manuals.
    - d. Project Record Documents.
    - e. Identification systems.
    - f. Warranties and bonds.
    - g. Maintenance service agreements and similar continuing commitments.
  - 3. Troubleshooting: Include the following:
    - a. Diagnostic instructions.
    - b. Test and inspection procedures.
  - 4. Maintenance: Include the following:
    - a. Inspection procedures.

#### H/S PROJECT No. 24054 BIDDING DOCUMENTS

- b. Types of cleaning agents to be used and methods of cleaning.
- c. List of cleaning agents and methods of cleaning detrimental to product.
- d. Procedures for routine cleaning.
- e. Procedures for preventive maintenance.
- f. Procedures for routine maintenance.
- g. Instruction on use of special tools.
- 5. Repairs: Include the following:
  - a. Diagnosis instructions.
  - b. Repair instructions.
  - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  - d. Instructions for identifying parts and components.
  - e. Review of spare parts needed for operation and maintenance.

## 1.7 **PREPARATION**

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 017823 "Operation and Maintenance Data."
- B. Set up instructional equipment at instruction location.

#### 1.8 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.
- 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, with at least seven days' advance notice.
- D. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.
- E. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of an oral performance-based test.
- F. Cleanup: Collect used and leftover educational materials and remove from Project site. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

# 1.9 DEMONSTRATION AND TRAINING VIDEO RECORDINGS

- A. General: Engage a qualified commercial videographer to record demonstration and training video recordings. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
  - 1. At beginning of each training module, record each chart containing learning objective and lesson outline.
- B. Digital Video Recordings: Provide high-resolution, digital video in MPEG format, produced by a digital camera with minimum sensor resolution of 12 megapixels and capable of recording in full HD mode with vibration reduction technology.
  - 1. Submit 2 copies of video recordings on individual thumb drives by uploading to web-based Project software site.
- C. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to adequately cover area of demonstration and training. Display continuous running time.
- D. Light Levels: Verify light levels are adequate to properly light equipment. Verify equipment markings are clearly visible prior to recording.
- E. Preproduced Video Recordings: Provide video recordings used as a component of training modules in same format as recordings of live training.

## PART 2 - PRODUCTS (NOT USED)

## PART 3 - EXECUTION (NOT USED)

END OF SECTION

# SECTION 024119 - SELECTIVE DEMOLITION

# PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Demolition and removal of selected portions of building or structure.
  - 2. Salvage of existing items to be reused or recycled.

#### 1.2 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
  - 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

## 1.3 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at Project site.
- B. General Contractor shall set a meeting at a time convenient to all parties, no later than 14 days before start of demolition and shall include Architect, Owner and Service Providers that have equipment mounted on the roof.

## 1.4 INFORMATIONAL SUBMITTALS

- A. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for dust and debris control and for noise control. Indicate proposed locations and construction of barriers.
- B. Schedule of selective demolition activities, with starting and ending dates for each activity.
- C. Predemolition photographs or video.

## 1.5 CLOSEOUT SUBMITTALS

A. Inventory of items that have been removed and salvaged.

#### 1.6 QUALITY ASSURANCE

A. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

## 1.7 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
  - 1. Before selective demolition General Contractor shall meet at the site with the Architect, Owner and Service Providers that have equipment on the roof to determine if any platforms, equipment, cabling, piping or other items under control of the Service Providers must be modified to allow work to proceed.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
  - 1. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
  - 1. Maintain fire-protection facilities in service during selective demolition operations.
  - 2. Coordinate with Service Providers to limit interruptions while maintaining worker safety.
- G. Arrange selective demolition schedule so as not to interfere with Owner's operations.

#### 1.8 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties.

# PART 2 - PRODUCTS

## 2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSP A10.6 and NFPA 241.

## PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Inventory and record the condition of items to be removed and salvaged.

#### 3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
  - 1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
  - 2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
  - 3. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated on Drawings to be removed.
    - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
    - b. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
    - c. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.

## 3.3 PROTECTION

A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

B. Remove temporary barricades and protections where hazards no longer exist.

#### 3.4 SELECTIVE DEMOLITION

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
  - 1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
  - 2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  - 3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
  - 4. Maintain fire watch during and for at least 4 hours after flame-cutting operations.
  - 5. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  - 6. Dispose of demolished items and materials promptly. Comply with requirements in Section 017419 "Construction Waste Management and Disposal."
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Removed and Salvaged Items:
  - 1. Clean salvaged items.
  - 2. Pack or crate items after cleaning. Identify contents of containers.
  - 3. Store items in a secure area until delivery to Owner.
  - 4. Transport items to Owner's storage area designated by Owner.
  - 5. Transport all demolished stainless steel flashing to a recycling facility and coordinate with Owner so that Owner receives cost of recycled material offered.
  - 6. Protect items from damage during transport and storage.
- D. Removed and Reinstalled Items:
  - 1. Clean and repair items to functional condition adequate for intended reuse.
  - 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
  - 3. Protect items from damage during transport and storage.
  - 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

## 3.5 CLEANING

- A. Remove demolition waste materials from Project site [and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction and recycle or dispose of them according to Section 017419 "Construction Waste Management and Disposal."
  - 1. Do not allow demolished materials to accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  - 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
  - 4. Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."
- B. Burning: Do not burn demolished materials.
- C. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

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# SECTION 061000 - ROUGH CARPENTRY

# PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Wood blocking and nailers.

#### 1.2 ACTION SUBMITTALS

- A. Product Data:
  - 1. For each type of process and factory-fabricated product.
  - 2. For preservative-treated wood products.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Evaluation Reports: For the following, from ICC-ES:
  - 1. Wood-preservative-treated wood.

## PART 2 - PRODUCTS

#### 2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: Comply with DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, comply with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Grade lumber by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
- B. Maximum Moisture Content:
  - 1. Dimension Lumber: 15 percent unless otherwise indicated.

## 2.2 PRESERVATIVE TREATMENT

- A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC2[ for interior construction not in contact with ground, Use Category UC3b for exterior construction not in contact with ground, and Use Category UC4a for items in contact with ground].
  - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium. Do not use inorganic boron (SBX) for sill plates.
- B. Application: Treat items indicated on Drawings.

## 2.3 MISCELLANEOUS LUMBER

- A. Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
  - 1. Blocking.
  - 2. Nailers.
  - 3. Rooftop equipment bases and support curbs.
- B. Dimension Lumber Items: Construction or No. 2 grade lumber of any species.
- C. Concealed Boards: 15 percent maximum moisture content and the following species and grades:
  - 1. Mixed southern pine or southern pine; No. 2 grade; SPIB.

#### 2.4 FASTENERS

- A. General: Fasteners are to be of size and type indicated and comply with requirements specified in this article for material and manufacture. Provide nails or screws, in sufficient length, to penetrate not less than 1-1/2 inches into wood substrate.
  - 1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A153/A153M or ASTM F2329.
- B. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.
- C. Post-Installed Anchors: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC193 as appropriate for the substrate.

## PART 3 - EXECUTION

## 3.1 INSTALLATION

- A. Set work to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry accurately to other construction. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.
- B. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.
- C. Where wood-preservative-treated lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.
- D. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
  - 1. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code (IBC).

2. ICC-ES evaluation report for fastener.

## 3.2 **PROTECTION**

- A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.
- B. Protect rough carpentry from weather. If, despite protection, rough carpentry becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION

# SECTION 070150.19 - PREPARATION FOR REROOFING

# PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Full tear-off of entire roof system of roof system at areas indicated on Drawings.
  - 2. Removal of flashings and counterflashings.

#### 1.2 PREINSTALLATION MEETINGS

A. Preliminary Roofing Conference: Before starting removal Work, conduct conference at Project site.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including exterior and interior finish surfaces, that might be misconstrued as having been damaged by reroofing operations.
  - 1. Submit before Work begins.

#### 1.4 QUALITY ASSURANCE

A. Installer Qualifications: Contractor must be an Approved Applicator by roofing manufacturer and is to provide a copy of certification to designer prior to award of Roofing Work.

## 1.5 FIELD CONDITIONS

- A. Existing Roofing System: Based on roof cores performed by the Owner's consultant the roof system consists of: Built-up coal-tar with rock ballast over tapered perlite insulation that is 3" thick at roof drains and 9-1/2" thick at roof perimeter.
- B. GC shall verify all conditions
- C. Owner will occupy portions of building immediately below reroofing area.
  - 1. Conduct reroofing so Owner's operations are not disrupted.
  - 2. Provide Owner with not less than 72 hours' written notice of activities that may affect Owner's operations.
  - 3. Coordinate work activities daily with Owner so Owner has adequate advance notice to place protective dust and water-leakage covers over sensitive equipment and furnishings, shut down HVAC and fire-alarm or -detection equipment if needed, and evacuate occupants from below work area.
  - 4. Before working over structurally impaired areas of deck, notify Owner to evacuate occupants from below affected area.

- a. Verify that occupants below work area have been evacuated before proceeding with work over impaired deck area.
- D. Protect building to be reroofed, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from reroofing operations.
- E. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.
- F. Conditions existing at time of inspection for bidding will be maintained by Owner as far as practical.
- G. Limit construction loads on existing roof areas to remain, and existing roof areas scheduled to be reroofed.
- H. Weather Limitations: Proceed with reroofing preparation only when existing and forecasted weather conditions permit Work to proceed without water entering existing roofing system or building.
  - 1. Remove only as much roofing in one day as can be made watertight in the same day.

#### 1.6 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during reroofing, by methods and with materials so as not to void existing warranty.

## PART 2 - PRODUCTS

## 2.1 AUXILIARY REROOFING MATERIALS

A. General: Use auxiliary reroofing preparation materials recommended by roofing system manufacturer for intended use and compatible with components of new roofing system.

## **PART 3 - EXECUTION**

#### 3.1 PREPARATION

- A. Seal or isolate windows that may be exposed to airborne substances created in removal of existing materials.
- B. Coordinate with the Owner to shut off rooftop utilities and service piping before beginning the Work.
- C. Coordinate with Owner and Service Provider to shut down roof top equipment.
- D. Coordinate with Owner and Service Provider to provide wearable tags for all workers to detect hazardous radiation exposure.
- E. Test existing roof drains to verify that they are not blocked or restricted.

- 1. Immediately notify Architect of any blockages or restrictions.
- F. Coordinate with Owner to shut down air-intake equipment in the vicinity of the Work.
  - 1. Cover air-intake louvers before proceeding with reroofing work that could affect indoor air quality or activate smoke detectors in the ductwork.
- G. During removal operations, have sufficient and suitable materials on-site to facilitate rapid installation of temporary protection in the event of unexpected rain.
- H. Maintain roof drains in functioning condition to ensure roof drainage at end of each workday.
  - 1. Prevent debris from entering or blocking roof drains and conductors.
    - a. Use roof-drain plugs specifically designed for this purpose.
    - b. Remove roof-drain plugs at end of each workday, when no work is taking place, or when rain is forecast.
  - 2. If roof drains are temporarily blocked or unserviceable due to roofing system removal or partial installation of new roofing system, provide alternative drainage method to remove water and eliminate ponding.
    - a. Do not permit water to enter into building or into or under existing roofing system components that are to remain.

#### 3.2 ROOF TEAR-OFF

- A. Notify Owner each day of extent of roof tear-off proposed for that day.
- B. Lower removed roofing materials to ground using dust-tight chutes or other acceptable means of removing materials from roof areas.
- C. Remove aggregate ballast from roofing.
- D. Remove loose aggregate from aggregate-surfaced, built-up bituminous roofing using a power broom.
- E. Remove accessories indicated on drawings from roofing.
  - 1. Store and protect accessories indicated for reuse in manner not to exceed structural loading limitations of roof deck.
- F. Full Roof Tear-off: Where indicated on Drawings, remove existing roofing and other roofing system components down to the existing roof deck.
  - 1. Remove roof insulation.
  - 2. Remove base flashings and counter flashings.
  - 3. Remove perimeter edge flashing and gravel stops.
  - 4. Remove copings.
  - 5. Remove flashings at pipes, curbs, mechanical equipment, and other penetrations.
  - 6. Remove components of roof drains indicated on Drawings to be removed.
  - 7. Remove wood blocking, curbs, and nailers.
  - 8. Remove unadhered bitumen, unadhered felts and wet felts.

- a. Verify with roofing manufacturer if adhered bitumen and felts can remain in place.
- 9. Remove fasteners from deck or cut fasteners off and grind smooth with deck surface.

## 3.3 DECK PREPARATION

- A. Inspect deck after tear-off of roofing system.
- B. If deck surface is unsuitable for receiving new roofing or if structural integrity of deck is suspect, immediately notify Architect.
  - 1. Do not proceed with installation until directed by Architect.

# 3.4 BASE FLASHING REMOVAL

- A. Remove existing base flashings.
  - 1. Clean substrates of contaminants, such as asphalt, sheet materials, dirt, and debris.
- B. Do not damage metal counterflashings that are to remain.
  - 1. Replace metal counterflashings damaged during removal with counterflashings of same metal, weight or thickness, and finish as existing.

END OF SECTION

# SECTION 075500 SBS-MODIFIED BITUMEN MEMBRANE ROOFING

# PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Work shall include, but is not limited to, the following:
  - 1. Styrene-butadiene-styrene (SBS)-modified bituminous membrane roof system
  - 2. Preparation of Substrate to Receive Roofing Materials
  - 3. Roof Insulation Application to Prepared Substrate
  - 4. Roof Membrane Application
  - 5. Roof Flashing Application
  - 6. Incorporation of Sheet Metal Flashing Components and Roofing Accessories into the Roof System
- B. Products installed but not furnished under this Section:
  - 1. Sheet Metal Flashing and Trim
  - 2. Sheet Metal Roofing Specialties
- C. Roof Assembly, unless noted otherwise:
  - 1. Structural Concrete Deck (existing)
  - 2. Two (2) layers of 1.5" Polyisocyanurate Insulation with ½" slope Tapered Crickets
  - 3. <sup>1</sup>/<sub>2</sub>" Gypsum Cover Board Adhered in Insulation Adhesive
  - 4. Two (2) Ply SBS Field membranes in Cold Adhesive
  - 5. Two (2) Ply SBS Flashing membranes
- D. Related Work
  - 1. Internal Roof Drain: Contractor shall verify that all existing internal roof drains are open and are functional for drainage. Contractor shall engage a plumber to clean roof drain piping up to first elbow fitting.
  - 2. Existing Perimeter Blocking: Review existing perimeter blocking and confirm that their condition is reuseable. Replace all deteriorated blocking with new blocking, match existing dimension and sizing. Review the condition of blocking anchors and the anchor spacing. Where applicable install new anchors to replace deteriorated anchors or add additional anchors to enhance the existing attachment in strict accordance with the guidelines set forth in per ANSI-SPRI ES-1 and/or FM 1-49 Loss Prevention requirements per IBC 2015.
  - 3. New Perimeter Blocking: Provide and install multiple layers of new blocking, as required to meet the height of new insulation system. All blocking must have a minimum dimension of 1.5"-inch by 5.5"-inch. Install and anchor all blocking layer(s) in strict accordance with the guidelines set forth in FM 1-49 Loss Prevention and/or ANSI-SPRI ES-1 requirements.
  - 4. Waste Stack Vents: Flash all vents using roofing manufacturers liquid resin flashing system. Provide lead cap at each waste stack. Cap length shall overlap termination of resin flashing by a minimum of 1-inch
- E. RELATED SECTIONS

- 1. Division 6 Section "Rough Carpentry"
- 2. Division 7 Section "Sheet Metal Flashing and Trim"
- 3. Division 7 Section "Roof Specialties"
- 4. Division 7 Section "Roof Accessories"

# 1.2 **REFERENCE STANDARDS**

- A. References in these specifications to standards, test methods and codes, are implied to mean the latest edition of each such standard adopted. The following is an abbreviated list of associations, institutions, and societies which may be used as references throughout these specifications.
  - 1. ASTM American Society for Testing and Materials Philadelphia, PA
  - 2. FM Factory Mutual Engineering and Research Norwood, MA
  - 3. NRCA National Roofing Contractors Association Rosemont, IL
  - 4. OSHA Occupational Safety and Health Administration Washington, DC
  - 5. SMACNA Sheet Metal and Air Conditioning Contractors National Association Chantilly, VA
  - 6. UL Underwriters Laboratories Northbrook, IL

## 1.3 ACTION SUBMITTALS

- A. Product Data Sheets: Submit manufacturer<sup>™</sup> <sup>™</sup>s product data sheets, installation instructions and/or general requirements for each component.
- B. Shop Drawings: For roofing system. Include plans, elevations, sections, details, and attachments to other Work.
- C. Evidence of Independent Accredited Testing for the proposed membrane system.
  - 1. Refer to the drawings for wind load requirements for the system. Contractor shall submit evidence of the manufacturer¢¢s accredited testing by an Independent Agency recognized as a testing agency.
  - 2. The roof membrane configuration shall be approved by FM for Class 1-SH (severe hail) exposure.
- D. Warranties: Sample State of Louisiana Warranty from the manufacturer and contractor.

## 1.4 SUBMITTALS PRIOR TO CONTRACT AWARD

- A. Installer Certificates: Letter from the proposed primary roofing manufacturer certifying that the bidder is an acceptable Contractor authorized to install the proposed system.
- B. Manufacturer Certificates: Letter from the primary roofing manufacturer certifying that the proposed application will comply with the manufacturer's requirements in order to qualify the project for the specified guarantee.

# 1.5 CLOSE-OUT SUBMITTALS

- A. Manufacturer's printed recommendations for proper maintenance of the specified roof system including inspection frequencies, penetration addition policies, temporary repairs, and leak call procedures.
- B. State of Louisiana Warranty/Contractor Warranty: Provide manufacturer<sup>™</sup> s signed State of La warranty and contractor<sup>™</sup> s warranties upon project completion.

# 1.6 QUALITY ASSURANCE

- A. Acceptable Products: Primary roofing products, including each type of sheet, all manufactured in the United States, shall be supplied by a single manufacturer which has been successfully producing the specified types of primary products for not less than 10 years. The primary roofing products shall have maintained a consistent composition for a minimum of five years.
- B. Contractor Qualifications: Contractor shall have a minimum of 2 years experience in successfully installing the same or similar roofing materials.
  - 1. Contractor shall be certified in writing by the manufacturer to install specified materials prior to the bidding period through satisfactory project completion.
  - 2. Applicators shall have completed projects of similar scope using same or similar materials specified.
  - 3. Contractor shall provide full time, on-site superintendent or foreman experienced with the specified roofing from beginning through satisfactory project completion.
  - 4. Applicators shall be skilled in the application methods for all materials.
  - 5. Contractor shall maintain a daily record, on-site, documenting material installation and related project conditions.
- C. Local Regulations: Conform to regulations of public agencies, including any specific requirements of the city and/or state of jurisdiction.
- D. Manufacturer Requirements: The roofing materials manufacturer must provide a field technical inspector directly trained by the company to attend necessary job meetings, perform at minimum an inspection at the start of the project, prior to the cap sheet application and conduct a final roof inspection upon successful completion of the project. The inspector is required to provide a field inspection report for any and all job visit during the application of the roofing project. The roofing manufacture shall provide a copy of this report to the contractor and project designer within a week of the date of the inspection.
- E. FP&C may, at their option, select and employ at FP&C'S expense:
  - 1. A roofing systems Consultant to review the Construction Documents and/or perform surveillance during any installation of substrate, roofing, flashing and any other part of the total roofing system.
  - 2. An independent roofing inspection service specializing in performing Non-Destructive Evaluation (NDE), for moisture detection purposes, before the final acceptance of the roofing or before the end of the roofing Guarantee Period.
  - 3. Have a full time representative on site during the roofing installation. Additionally, FP&C may conduct a moisture survey using FP&C's Roofing Section personnel and equipment prior to the Department's approval and acceptance of the roofing contract. Discuss this with Facility Planning and Control before completing Construction Documents.

- F. Representatives of the Designer, FP&C, User Agency, the General Contractor, the Roofing Contractor and Roofing Manufacturer's technical representative shall make inspections of the roofing system toward the end of the one (1) year warranty period and toward the end of the Roofing Contractor's two (2) year guarantee period. Further, the Roofing System Manufacturer's authorized technical representative shall inspect the roofing system near the close of the Manufacturer's Guarantee. A written report shall be submitted to FP&C, with a copy to the User, by the Roof System Manufacturer's representative within seven days of each site visit.
- G. The Roofing Contractor or Roofing Systems Manufacturer, as applicable, shall make approved repairs and/or replacements covered by the Guarantee. State that the project will not be accepted until the Roofing Contractor's Guarantee and the Roofing Manufacturer's Guarantee are both executed in strict accordance with the Contract Documents and data from "Paragraph G" below in these Instructions and have been submitted to and accepted by the Owner.
- H. "The roofing system product supplier shall furnish the Roofing Contractor with Material Safety Data Sheet/Sheets (MSDS), incorporating OHSA approved form, current edition." State that "Said sheets shall be available at the site at all times until project completion." A copy shall be filed in the project file with FP&C.

# 1.7 PRODUCT DELIVERY STORAGE AND HANDLING

- A. Delivery: Deliver materials in the manufacturer's original sealed and labeled containers and in quantities required to allow continuity of application.
- B. Storage: Store materials out of direct exposure to the elements.
  - 1. Protect and store materials in a dry, well-vented, and weatherproof location. Only materials to be used the same day shall be removed from this location. During cold weather, store materials in a heated location, removed only as needed for immediate use.
  - 2. When materials are to be stored outdoors, store away from standing water, stacked on raised pallets or dunnage, at least 4 in or more above ground level. Carefully cover storage with "breathable" tarpaulins to protect materials from precipitation and to prevent exposure to condensation. Polyethylene or other non-breathable plastic coverings are not acceptable.
  - 3. Carefully store roof membrane materials delivered in rolls on-end with selvage edges up. Store and protect roll storage to prevent damage.
  - 4. Materials stored on the roof shall be stored in a manner so as to preclude overloading of deck and building structure.
- C. Handling: Handle all materials in such a manner as to preclude damage and contamination with moisture or foreign matter. Handle rolled goods to prevent damage to edges or ends.
- D. Damaged Material: All damaged materials shall be removed from job site and replaced with new, suitable materials. Any materials that are found to be damaged or stored in any manner other than stated above will be automatically rejected, removed and replaced at the Contractor's expense.

# 1.8 **PROJECT/SITE CONDITIONS**

A. Requirements Prior to Job Start

- 1. Notification: Give a minimum of 5 days notice to the Owner and manufacturer prior to commencing any work and notify both parties on a daily basis of any change in work schedule.
- Safety: Familiarize every member of the application crew with all fire and safety regulations recommended by OSHA, NRCA and other industry or local governmental groups.
- B. Environmental Requirements
  - 1. Monitor substrate temperature and material temperature, as well as all environmental conditions such as ambient temperature, moisture, sun, cloud cover, wind, humidity, and shade. Ensure conditions are satisfactory to begin work and ensure conditions remain satisfactory during the installation of specified materials. Materials and methods shall be adjusted as necessary to accommodate varying project conditions. Materials shall not be installed when conditions are unacceptable to achieve the specified results.
  - 2. Cold Adhesive Application: Primer, where used, shall be fully dry before proceeding. During cold weather, store the specified membrane adhesives, flashing cements and mastics in heated storage areas. Take all necessary measures and monitor application conditions, to ensure the adhesive and cement materials are no less than 70°F (21°C) at the point of contact with the membrane.
  - 3. Precipitation and Dew Point: Monitor weather to ensure the project environment is dry before, and will remain dry, during the application of roofing materials. Ensure all roofing materials and substrates remain above the dew point temperature as required to prevent condensation and maintain dry conditions.
  - 4. Heat-Welding Application: Take all necessary precautions and measures to monitor conditions to ensure all environmental conditions are safe to proceed with the use of torches and hot-air welding equipment. Combustibles, flammable liquids and solvent vapors that represent a hazard shall be eliminated. Flammable primers and cleaners shall be fully dry before proceeding with heat-welding operations. Prevent or protect wood, paper, plastics and other such combustible materials from direct exposure to open flames from roof torches. Refer to NRCA CERTA recommendations.
- C. Protection Requirements
  - 1. Membrane Protection: Provide protection against staining and mechanical damage for newly applied roofing and adjacent surfaces throughout this project.
  - 2. Limited Access: Prevent access by the public to materials, tools and equipment during the course of the project.
  - 3. Debris Removal: Remove all debris daily from the project site and take to a legal dumping area authorized to receive such materials.
  - 4. Site Condition: Complete, to the owner's satisfaction, all job site clean-up including building interior, exterior and landscaping where affected by the construction.

# 1.9 PREINSTALLATION MEETINGS

- A. Preliminary Roofing Conference: Conduct conference at Project site.
  - 1. Purpose: Establish a direct line of communication, answer initial questions regarding the project and to review project submittal requirements.
  - 2. Timing: The meeting shall be held shortly after award of the Contract and at least six weeks prior to the anticipated start of roofing.

- B. Pre-Application Roofing Conference: Conduct conference at Project site.
  - 1. Purpose: To verify readiness of the project structure, review assignments of Preliminary Conference, review details, changes or corrections, and to review anticipated schedule of progress.
  - 2. Timing: Within one week prior to roofing application.

#### 1.10 WARRANTY

- A. Roof Membrane/System Guarantee: State of Louisiana's 20 Year No Dollar Limit (NDL) Warranty signed by roofing manufacturer. The manufacturer shall provide the owner with the signed warranty providing labor and materials for 20 years from the date the warranty is issued.
  - 1. 20 year State of Louisiana Guarantee, see guarantee at the end of this Section.
- B. The contractor shall guarantee the workmanship and shall provide the owner with the contractor<sup>™</sup> s warranty covering workmanship for a period of 2 years from completion date.

## PART 2 - PRODUCTS

#### 2.1 ROOFING SYSTEM ASSEMBLY/PRODUCTS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. SOPREMA, Inc. (Basis-of-Design)
  - 2. Certainteed Commercial Roofing
  - 3. Johns Manville Corporation
  - 4. Polyglass U.S.A., Inc.
  - 5. Siplast, Inc.
  - 6. U.S. Ply, Inc.
- B. SINGLE SOURCE MANUFACTURER: All SBS modified bitumen membrane and flashing sheets shall be manufactured by a single supplier. Comply with the Manufacturer<sup>™</sup>s requirements as necessary to provide the specified warranty.
- C. SBS-Modified Bitumen Membrane Materials:
  - 1. SOPREMA, Inc. (Basis-of-Design)
    - a. Field Plies:
      - 1) Cap Sheet: Sopralene 180 Granules FR; (160 mils/4.0 mm thick, weight 108 lbs per square; polyester reinforced).
      - 2) Interply: Sopralene 180 sanded 2.2, polyester reinforced (90 mils/2.2 mm thick, 58 lbs. per square).
    - b. Mopped Granular Flashing Plies:

- 1) Cap Ply: Sopralene 180 Granules FR; (160 mils/4.0 mm thick, weight 108 lbs. per square; polyester reinforced).
- 2) Stripping Ply: Sopralene 180 sanded 2.2, polyester reinforced (90 mils/2.2 mm thick, 58 lbs. per square).
- c. Heat Fused Granular Flashing Plies:
  - 1) Cap Ply: Sopralene Flam 180 FR GR; (157 mils/4.0mm thick, weight 118 lbs. per one square roll; with a non-woven polyester mat)
  - 2) Stripping Ply: Sopralene Flam 180; (118 mils/3.0mm thick, weight 81 lbs. per one square roll; with a non-woven polyester mat)
- d. Cold Adhesive: Colply
- 2. Certainteed Commercial Roofing
  - a. Field Plies:
    - 1) Cap Sheet: Flintlastic FR-P Cap Sheet (168 mils; weight 100 lbs. per one square roll; with a polyester mat)
    - 2) Interply: Flintlastic Ultra Poly SMS Base Sheet (148 mils; weight 89 lbs. per one square roll; with a polyester mat)
  - b. Mopped Granular Flashing Plies:
    - 1) Cap Ply: Flintlastic FR-P Cap Sheet (168 mils; weight 100 lbs. per one square roll; with a polyester mat)
    - 2) Stripping Ply: Flintlastic Ultra Poly SMS Base Sheet (148 mils; weight 89 lbs. per one square roll; with a polyester mat)
  - c. Heat Fused Granular Flashing Plies:
    - 1) Cap Ply: Flintlastic GTS-FR (160 mils; weight 103 lbs. per one square roll; with a polyester mat)
    - 2) Stripping Ply: Flintlastic Ultra Poly SMS Base Sheet (148 mils; weight 89 lbs. per one square roll; with a polyester mat)
  - d. Cold Adhesive: Flintbond SBS Modified Bitumen Adhesive, Brush Grade
- 3. Johns Manville Corporation:
  - a. Field Plies:
    - 1) Cap Sheet: DynaGlas FR (3.8 mm thick, weight 95 lbs per square; with Fiberglas Mat).
    - 2) Interply: DynaLastic 180 S (3.0 mm thick; weight 90 lbs per square; with Polyester reinforcement).
  - b. Mopped Granular Flashing Plies:
    - 1) Cap Ply: DynaGlas FR (3.8 mm thick, weight 95 lbs. per square; with Fiberglas Mat).
    - 2) Stripping Ply: DynaLastic 180 S (3.0 mm thick; weight 90 lbs. per square; with Polyester reinforcement).

- c. Heat Fused Granular Flashing Plies:
  - 1) Cap Ply: Dynaweld Cap FR (165 mils/4.2 mm thick; weight 106 lbs. per one square roll; with fiberglass reinforcement mat).
  - Stripping Ply: Dynaweld 180S (118 mils/3.0 mm thick; weight 86 lbs. per one square roll; with polyester mat with bidirectional glass-scrim reinforcement)
- d. Cold adhesive: MBR
- 4. Polyglass U.S.A. Inc.:
  - a. Field Plies:
    - 1) Cap Sheet: Elastoflex S6G FR (157 mils/4.0 mm thick; weight 102 lbs. per roll; with reinforced polyester reinforcement).
    - 2) Interply: Elastoflex V (120 mils/3.0 mm thick; weight 84 lbs. per roll; with glass fiber reinforcement).
  - b. Heat Fused Granular Flashing Plies:
    - 1) Cap Ply: Elastoflex S6 FR (157 mils/4.0 mm thick; weight 102 lbs. per roll; with a reinforced polyester reinforcement).
    - Stripping Ply (Non-combustible substrates): Elastoflex V (120 mils/3.0 mm; weight 84 lbs. per roll; with glass fiber reinforcement).
    - 3) Stripping Ply (Combustible substrates): Elastoflex SA V (80 mils/2.0mm; weight 95 lbs. per roll; with a glass fiber reinforcement).
  - c. Cold adhesive: PG 350 or PolyPlus 35 Modified Bitumen Adhesive
- 5. Siplast, Inc.:
  - a. Field Plies:
    - 1) Cap Sheet: Paradiene 30 FR (98 mils/2.5mm thick; weight 90 lbs. per square; with fiberglass mat).
    - 2) Interply: Paradiene 20 EG (3.0 mm thick; weight 84 lbs. per square; with fiberglass scrim/fiberglass mat).
  - b. Heat Fused Granular Flashing Plies:
    - 1) Cap Ply: Parafor 30 TG (161 mils/ 4.1 mm thick; weight 114 lbs. per square; with a fiberglass scrim/polyester mat composite).
    - Stripping Ply (Non-combustible substrates): Paradiene 20 TG (114 mils/2.9mm; weight 76 lbs. per square; with fiberglass mat).
    - 3) Stripping Ply (Combustible substrates): Paradiene 20 SA (102 mils/2.6mm; weight 72 lbs. per square; with a fiberglass mat).
  - c. Cold adhesive: PA-311
- 6. U. S. Ply, Inc.
  - a. Field Plies:

- 1) Cap Sheet: Duraflex 190FR SBS (170 mils/4.3 mm thick; weight 105 lbs per square; with a non-woven polyester mat).
- 2) Interply: Duraflex 190S SBS (120 mils/3.0 mm thick; weight 88 lbs per square; with a non-woven polyester mat).
- b. Mopped Granular Flashing Plies:
  - 1) Cap Ply: Duraflex 190FR SBS (170 mils/4.3 mm thick; weight 105 lbs. per square; with a non-woven polyester mat).
  - 2) Stripping Ply: Duraflex 190S SBS (120 mils/3.0 mm thick; weight 88 lbs. per square; with a non-woven polyester mat).
- c. Cold Adhesive: 901 Premium Modified Adhesive
- D. Liquid-Applied Flashing System: A specialty flashing system consisting of a liquid-applied, fully reinforced, multi-component acrylic membrane installed over a prepared or primed substrate. The flashing system consists of a primer, basecoat and topcoat, combined with a non-woven polyester fleece. The use of the specialty flashing system shall be specifically approved in advance by the roofing membrane system manufacturer for each application and shall be applied in accordance with the manufacturer's written requirements.
  - 1. Soprema, Inc.; Alsan RS 230 Field
  - 2. Certainteed Commercial Roofing; SmartFlash One Resin
  - 3. Polyglass U.S.A., Inc.; PolyFlash 1C
  - 4. Siplast, Inc.; Parapro Roof Membrane Resin
  - 5. Johns Manville Corporation; JM PMMA Flashing Resin

## 2.2 THERMAL INSULATION SYSTEM

- A. Composite Polyisocyanurate Board Insulation: Closed cell polyisocyanurate foam core bonded on each side to a glass fiber-reinforced felt facer.
  - 1. Flat: 2 Layers of 1.5• thick
  - 2. Taper: <sup>1</sup>/<sub>2</sub>•in per foot. Insulation, crickets and saddles provided with taper as required for positive roof slope.
  - 3. Dimensions: 48-inch by 48-inch boards
  - 4. Meets or exceeds ASTM C1289, Type II, Class 1, Grade 2 (20 psi)
- B. Cover Board
  - 1. Gypsum Glass Mat Roof Board: A panel composed of a gypsum based, non-structural water resistant core material integrally bonded with fiberglass mats on both sides and approved for use by roofing system manufacturer.
    - a. Thickness: 1/2 inch (nominal)
    - b. Size: 48-inch by 48-inch
    - c. Meets or exceeds ASTM C1177
  - 2. Acceptable Manufacturers:
    - a. Georgia Pacific Corp; DensDeck Prime Gypsum Roof Board
    - b. US Gypsum Corp; Securock Gypsum Roof Panel
    - c. National Gypsums Corp; DEXcell Gypsum Roof Panel

- C. Insulation Cant and Tapered Strip
  - 1. Cant Strip: Expanded perlite of size required for flashing conditions. Meets or exceeds ASTM C728.
  - 2. Perlite Tapered Edge Panels: A tapered panel composed of expanded volcanic minerals combined with waterproofing binders. Meets or exceeds ADTM C728. The top surface shall be pre-treated with an asphalt based coating. The panels shall have a dimension sufficient to provide for a smooth transition and provide proper support for the membrane layer or subsequent layer of insulation when there are transitions of 1/4 inch or greater.

## 2.3 ROOFING COMPONENTS AND ACCESSORIES

- A. All Roofing components and accessories are to be approved by the selected manufacturer.
- B. Insulation Adhesive
  - 1. Polyurethane Foam insulation Adhesive: Two-component, polyurethane foam insulation adhesive provided by roofing system manufacturer and applied in ribbons from cartridges or two-component bulk packaging with pump-driven delivery system.
    - a. Ribbon Size: As required by manufacturer to properly install system.
    - b. Ribbon Spacing: As required to meet specified wind uplift resistance performance.
    - c. Acceptable Manufacturers:
      - 1) Soprema, Inc.; Duotack Insulation Adhesive
      - 2) Siplast, Inc.; Parafast Insulation Adhesive
      - 3) Johns Manville Corporation; Urethane Adhesive RSUA
- C. Sealant: A moisture-curing, non-slump elastomeric sealant designed for roofing applications where horizontial slopes are less than ¼-inch per foot. The sealant shall be approved by the roof membrane manufacturer for use in conjunction with the roof membrane materials.
  - 1. Supplied by the roofing manufacturer.
- D. Sealant: A moisture-curing, non-slump elastomeric sealant designed for roofing applications where horizontial slopes exceed ¼-inch per foot. The sealant shall be approved by the roof membrane manufacturer for use in conjunction with the roof membrane materials and/or for setting extruded anchor bar flanges. Acceptable types are as follows:
  - 1. Supplied by the roofing manufacturer.
- E. Ceramic Granules: No. 11 grade specification ceramic granules of color scheme matching the granule surfacing of the finish ply.

# PART 3 - EXECUTION

## 3.1 EXAMINATION

A. Examination includes visual observations, qualitative analysis, and quantitative testing measures as necessary to ensure conditions remain satisfactory throughout the project.

- B. The contractor shall examine all roofing substrates including, but not limited to: insulation materials, roof decks, walls, curbs, rooftop equipment, fixtures, and wood blocking.
- C. The applicator shall not begin installation until conditions have been properly examined and determined to be clean, dry and, otherwise satisfactory to receive specified roofing materials.
- D. During the application of specified materials, the applicator shall continue to examine all project conditions to ensure conditions remain satisfactory to complete the specified roofing system.

# 3.2 PREPARATION

- Before commencing work each day, the contractor shall prepare all roofing substrates to ensure conditions are satisfactory to proceed with the installation of specified roofing materials. Preparation of substrates includes, but is not limited to, substrate repairs, securement of substrates, eliminating all incompatible materials, and cleaning.
- B. Where conditions are found to be unsatisfactory, work shall not begin until conditions are made satisfactory to begin work. Commencing of work shall indicate contractor<sup>™</sup> s acceptance of conditions.

# 3.3 INSULATION SYSTEM APPLICATION

- A. Follow roof manufacturers requirements, insulation system component product data sheets, published general requirements and submittals.
- B. Install all insulation system components on clean, dry, uniform and, properly prepared substrates.
- C. All insulation system boards shall be carefully installed and fitted against adjoining sheets to form tight joints.
- D. Insulation system boards that must be cut to fit shall be saw-cut or knife-cut in a straight line, not broken. Chalk lines shall be used to cut insulation components. Uneven or broken edges shall not be accepted. Remove dust and debris that develops during cutting operations.
- E. Stagger successive layers of insulation 12 in vertically and laterally to ensure board joints do not coincide with joints from the layers above and below.
- F. Crickets, saddles, and tapered edge strips shall be installed before installing Cover-boards.
- G. Install tapered insulation, saddles and crickets as required to ensure positive slope for complete roof drainage.
- H. Cover-boards shall be installed to fit tight against adjacent boards. When required by the Cover-board manufacturer, a uniform gap shall be provided between Cover-boards using a uniform guide placed between board joints to form a gap between all boards during installation.
- I. The finished insulation system surface shall be tight to, and flush with, adjacent substrates to form a satisfactory substrate to install specified roof membrane and flashings.
- J. Install specified cants where required for membrane flashing transitions

## 3.4 INSULATION ADHESIVE APPLICATION

- A. Apply the specified two-component insulation adhesive to adhere to the deck and insulation substrate(s).
- B. Follow insulation adhesive product data sheets and published general requirements for installation requirements.
- C. Apply insulation adhesive in uniform ribbons, 1/2 in to 3/4 in wide.
- D. Immediately install insulation components into insulation adhesive, and apply weight to ensure the materials maintain full contact with all ribbons for complete adhesion. Do not allow insulation adhesive to skin-over before placing the insulation materials into the adhesive.
- E. Adhere the insulation system to meet the specified wind uplift resistance performance and specified warranty requirements. Minimum adhesive ribbon spacing shall be as follows:
  - 1. Field of Roof (Zone 1): 12 in on-centers.
  - 2. Perimeter of Roof (Zone 2): 6 in on-centers.
  - 3. Corners of Roof (Zone 3): 4 in on-centers.
- F. For insulation and Cover-boards located partially within the defined perimeter and/or corners, install fastening for the entire board as specified herein.
- G. The Insulation Base Layer and Cover Board must be staggered a minimum of 6"

## 3.5 PRIMER APPLICATION

- A. Examine all substrates, and conduct adhesion peel tests as necessary, to ensure satisfactory adhesion is achieved.
- B. Apply the appropriate specified primer to dry, compatible substrates as required to enhance adhesion of new specified roofing materials.
- C. Apply primer using brush, roller, or sprayer at the rate published on the product data sheet. Lightly prime for uniform coverage, do not apply heavy or thick coats of primer.
- D. Asphalt Primer: Apply primer to dry compatible masonry, metal, wood and other required substrates before applying asphalt and heat-welded membrane plies. Primer is optional for solvent based solvent-based SBS adhesives and cements. Refer to product data sheets.
- E. Project conditions vary throughout the day. Monitor changing conditions, monitor the drying time of primers, and monitor the adhesion of the membrane plies. Adjust primer and membrane application methods as necessary to achieve the desired results.

# 3.6 MEMBRANE ADHESIVE APPLICATION

A. The ambient temperature shall be above 50°F (10°C), and the adhesive temperature shall be a minimum of 70°F (21°C) at the point of membrane application.

- B. To ensure the adhesive is applied at 70°F (21°C), during cold weather, drums and 5 gallon pails shall be stored in heated areas. Drums and 5 gallon pails exposed to cold temperature on the roof shall be provided with heaters when necessary to ensure the minimum application temperature is maintained.
- C. Priming substrates is optional when solvent-based membrane adhesives are used. Primer may be applied to reduce adhesive consumption rates for some absorptive substrates.
- D. Adhesive may be applied using a 3/16 3/8 inch notched squeegee, brush or spray equipment.
- E. Follow the adhesive product data sheet requirements for application rates.
- F. Apply a uniform application of membrane adhesive at the application rate published on the product data sheet.
- G. Apply 1-1/2 to 2 gallons per square between membrane plies. The application rate is 2 to 3 gallons per square or more over absorptive substrates and over granule surfaces. Refer to manufacturer's product data sheet, and adjust application rate based upon surface conditions.
- H. Install the SBS membrane ply before the adhesive begins to skin over. Once adhesive skins over, the membrane ply will not adhere.
- I. CONTRACTOR TO HEAT WELD ALL LAPS OF MEMBRANE.

## 3.7 HEAT WELDING

- A. The Contractor is responsible for project safety. Where conditions are deemed unsafe to use open flames, manufacturer's alternate membrane application methods shall be used to install SBS modified bitumen membrane and flashings. Acceptable alternate installation methods include cold adhesive-applied membranes. Hot-air welding equipment may be used in lieu of roof torches to seal membrane side and end laps where heat welding the laps is necessary. Refer to NRCA CERTA, local codes and building owner's requirements for hot work operations.
- B. Single or multi-nozzle, hand-held propane roof torches shall be used to install heat-welded membrane and flashing plies.

## 3.8 FLASHING APPLICATION, HEAT WELDED

- A. Refer to SBS manufacturer's membrane application instructions, flashing detail drawings, and follow product data sheets and other published requirements for installation instructions. Refer to manufacturer's membrane flashing detail drawings.
- B. The contractor is responsible for project safety. Refer to NRCA CERTA recommendations and building owner requirements for hot work operations.
- C. Where required to seal substrates for fire safety, install specified adhered, self-adhered or fastened backer ply to the substrate. Ensure backer-ply covers and seals all substrates requiring protection from exposure to torch operations.
- D. Ensure all flashing substrates that require primer are primed, and the primer is fully dry.

- E. Unroll the flashing base ply and flashing cap sheet onto the roof surface to their complete length. Once relaxed, cut the membrane to the required working lengths to accommodate the flashing height, cants and the required over-lap onto the horizontal roof surface.
- F. Cut the flashing membrane from the end of the roll in order to always install flashings to the side-lap line or selvage edge line.
- G. Lay out the flashing base ply and flashing Cap Sheet to offset all side-laps a minimum of 12 inches so that side-laps are never aligned on top of the ply beneath. Shingle the flashing ply laps to prevent back-water laps.
- H. Install non-combustible cant strips at transitions where required.
- I. Ensure correct membrane and flashing sequencing to achieve redundant, multi-ply, watertight flashings.
- J. ROOF MEMBRANE BASE PLY: Before installing flashings, install the roof membrane base ply in the horizontal field of the roof, and extend the base ply up to the top of the cant, where present, at roof terminations, transitions and penetrations.
- K. FLASHING BASE PLY: Install the flashing base ply starting at the top leading edge of the vertical flashing substrate, down over the cant and onto the horizontal surface of the roof a minimum of 3 inches beyond the of base of the cant onto the roof. Cut the base ply at corners to form 3 inch side-laps. Install gussets to seal corner transitions.
- L. Install one or more flashing base ply(s) at all roof terminations, transitions and penetrations.
- M. ROOF MEMBRANE CAP SHEET:
  - 1. Install the roof membrane Cap Sheet in the horizontal field of the roof over the flashing base ply up to the roof termination, transition or penetration, and up to the top of cants where present.
  - 2. Using a chalk line, mark a line on the membrane cap sheet a minimum of 4 inches from the base of the cant onto the roof. Where granules are present, embed the cap sheet granules using a torch and trowel or granule embedder to prepare the surface to receive the flashing cap sheet.
- N. FLASHING CAP SHEET:
  - 1. Install the flashing Cap Sheet starting at the top leading edge on the vertical substrate, over the cant and onto the roof surface 4 inches from the base of the cant onto the roof.
  - 2. Install the flashing Cap Sheet to ensure a minimum two (2) ply flashing system is present at all roof terminations, transitions and penetrations.
  - 3. During the membrane and flashing installation, ensure all plies are completely adhered into place, with no bridging, voids or openings. Ensure bitumen or flashing cement bleed-out is present at all flashing side and end-laps.
  - 4. Use a damp sponge float or damp rag to press-in the heat-welded flashing plies during installation.
  - 5. Where sufficient bitumen bleed-out is not present, and for all self-adhered plies, apply specified gun-grade sealant or mastic to seal the membrane termination along all roof terminations, transitions and penetrations. These include gravel stop edge metal, pipe penetrations, along the top edge of curb and wall flashing, and all other flashing terminations where necessary to seal flashings watertight.

6. Fasten the top leading edge of the flashing 8 in o.c. with manufacturer required fasteners. Seal fastener penetrations watertight using specified sealant or mastic.

#### 3.9 LIQUID-APPLIED FLASHING SYSTEM APPLICATION

- A. Install the liquid-applied primer and flashing system in accordance with the membrane system manufacturer<sup>™™</sup>s printed installer<sup>™™</sup>s guidelines and other applicable written recommendations as provided by the manufacturer.
- B. Refer to manufacturer<sup>™</sup> <sup>™</sup>s details drawings, product data sheets and published general requirements for application rates and specific installation instructions.
- C. Pre-cut polyester reinforcing fleece to conform to roof terminations, transitions and penetrations being flashed. Ensure a minimum 2 in overlap of fleece at side and end-laps. Ensure the completed liquid-applied flashing membrane is fully reinforced.
- D. Apply the base coat of catalyzed resin onto the substrate using a brush or roller, working the material into the surface for complete coverage and full adhesion.
- E. Immediately apply the reinforcing into the wet base coat of resin. Using a brush or roller, work the reinforcing fabric into the wet resin while applying the second coat of catalyzed resin to completely encapsulate the fleece.

#### 3.10 WALKWAYS

- A. At areas outlined on the drawings, and around the perimeter of all rooftop equipment and at all door and stair landings, install walkway protection.
- B. Cut walkway from end of rolls. No piece shall be less than 24 in.
- C. Spot adhere walkway protection with general purpose sealant or heat welding.
- D. Provide a 2 in space between sheets for drainage

## 3.11 CLEAN-UP

A. Clean-up and properly dispose of waste and debris resulting from these operations each day as required to prevent damages and disruptions to operations.

## 3.12 FIELD QUALITY CONTROL AND INSPECTIONS

- A. Site Condition: Leave all areas around job site free of debris, roofing materials, equipment and related items after completion of job.
- B. Notification Of Completion: Notify the manufacturer by means of manufacturer's printed Notification of Completion form of job completion in order to schedule a final inspection date.
- C. Final Inspection

- 1. Post-Installation Meeting: Hold a meeting at the completion of the project, attended by all parties that were present at the pre-application conference. A punch list of items required for completion shall be compiled by the Contractor and the manufacturer's representative. Complete, sign, and mail the punch list form to the manufacturer's headquarters.
- D. Issuance Of The Guarantee: Complete all post installation procedures and meet the manufacturer's final endorsement for issuance of the specified guarantee.

# SECTION 076200 - SHEET METAL FLASHING AND TRIM

# PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Manufactured counterflashing.
  - 2. Formed roof-drainage sheet metal fabrications.
  - 3. Formed low-slope roof sheet metal fabrications.
  - 4. Formed wall sheet metal fabrications.

## 1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
- B. Review construction schedule. Verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
- C. Review special roof details, roof drainage, roof-penetration flashing, equipment curbs and condition of other construction that affects sheet metal flashing and trim.
- D. Review requirements for insurance and certificates if applicable.
- E. Review sheet metal flashing observation and repair procedures after flashing installation.

## 1.3 ACTION SUBMITTALS

- A. Product Data: For each of the following
  - 1. Underlayment materials.
  - 2. Elastomeric sealant.
  - 3. Butyl sealant.
  - 4. Epoxy seam sealer.
- B. Shop Drawings: For sheet metal flashing and trim.
  - 1. Include plans, elevations, sections, and attachment details.
  - 2. Detail fabrication and installation layouts, and keyed details. Distinguish between shopand field-assembled Work.
  - 3. Include identification of material, thickness, weight, and finish for each item and location in Project.
  - 4. Include details for forming, including profiles, shapes, seams, and dimensions.
  - 5. Include details for joining, supporting, and securing, including layout and spacing of fasteners, cleats, clips, and other attachments. Include pattern of seams.
  - 6. Include details of termination points and assemblies.
  - 7. Include details of expansion joints and expansion-joint covers, including showing direction of expansion and contraction from fixed points.
  - 8. Include details of roof-penetration flashing.

- 9. Include details of edge conditions, including eaves, ridges, valleys, rakes, crickets, flashings, and counterflashings.
- 10. Include details of special conditions.
- 11. Include details of connections to adjoining work.
- C. Samples: For each exposed product and for each color and texture specified, 12 inches long by actual width.

## 1.4 INFORMATIONAL SUBMITTALS

A. Sample warranty.

# 1.5 CLOSEOUT SUBMITTALS

- A. Maintenance data.
- B. Special warranty.

# 1.6 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.

## 1.7 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. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
    - a. Color fading more than 5 Delta E units when tested in accordance with ASTM D2244.
    - b. Chalking in excess of a No. 8 rating when tested in accordance with ASTM D4214.
    - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
  - 2. FinishWarranty Period: 20 years from date of Substantial Completion.

## PART 2 - PRODUCTS

# 2.1 PERFORMANCE REQUIREMENTS

A. Sheet metal flashing and trim assemblies, including cleats, anchors, and fasteners, 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: Architectural Metal Flashing, Condensation and Air Leakage Control, and Reroofing" and SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.
- C. SPRI Wind Design Standard: Manufacture and install copings tested in accordance with ANSI/SPRI/FM 4435/ES-1 and capable of resisting the following design pressure:
  - 1. Design Pressure: As indicated on Drawings.
- FM Approvals Listing: Manufacture and install copings that are listed in FM Approvals' "RoofNav" and approved for windstorm classification, Class 1-120. Identify materials with name of fabricator and design approved by FM Approvals.
- E. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent 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.

#### 2.2 SHEET METALS

- A. Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.
- B. Stainless Steel Sheet: ASTM A240/A240M, Type 304, dead soft, fully annealed; with smooth, flat embossed surface.
  - 1. Finish: ASTM A480/A480M, No. 2D (dull, cold rolled).
- C. Metallic-Coated Steel Sheet: Provide zinc-coated (galvanized) steel sheet in accordance with ASTM A653/A653M, G90 coating designation.
  - 1. Surface: Flat Embossed.
  - 2. Color: As selected by Architect from manufacturer's full range.
  - 3. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with minimum total dry film thickness of 0.5 mil.

#### 2.3 UNDERLAYMENT MATERIALS

- A. Self-Adhering, High-Temperature Sheet Underlayment: Minimum 30 mils thick, consisting of a slip-resistant polyethylene- or polypropylene-film top surface laminated to a layer of butyl- or SBS-modified asphalt adhesive, with release-paper backing; specifically designed to withstand high metal temperatures beneath metal roofing. Provide primer in accordance with underlayment manufacturer's written instructions.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Siplast.
    - b. GCP Applied Technologies Inc.
    - c. Henry Company.

- d. Metal-Fab Manufacturing, a Drexel Metals Company.
- e. Owens Corning.
- f. Protecto Wrap Company.
- g. SDP Advanced Polymer Products Inc.
- h. Soprema
- 2. Low-Temperature Flexibility: ASTM D1970/D1970M; passes after testing at minus 20 deg F or lower.

#### 2.4 MISCELLANEOUS MATERIALS

- A. 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 or manufactured item 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 or manufactured item.
  - 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.
  - 2. Fasteners for Stainless Steel Sheet: Series 300 stainless steel.
  - 3. Fasteners for Zinc-Coated (Galvanized) Steel Sheet: Series 300 stainless steel or hot-dip galvanized steel in accordance with ASTM A153/A153M or ASTM F2329.
- C. Solder:
  - 1. For Stainless Steel: ASTM B32, Grade Sn60 Grade Sn96, with acid flux of type recommended by stainless steel sheet manufacturer.
- 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 wide and 1/8 inch thick.
- E. Elastomeric Sealant: ASTM C920, elastomeric polyurethane polysulfide 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 C1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.
- G. Bituminous Coating: Cold-applied asphalt emulsion in accordance with ASTM D1187/D1187M.
- H. Asphalt Roofing Cement: ASTM D4586, asbestos free, of consistency required for application.

- I. Reglets: Units of type, material, and profile required, formed to provide secure interlocking of separate reglet and counterflashing pieces, and compatible with flashing indicated with factory-mitered and -welded corners and junctions with interlocking counterflashing on exterior face, of same metal as reglet.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Cheney Flashing Company.
    - b. Fry Reglet Corporation.
    - c. Heckmann Building Products, Inc.
    - d. Hickman Company, W. P.
    - e. Hohmann & Barnard, Inc.
    - f. Keystone Flashing Company, Inc.
    - g. National Sheet Metal Systems, Inc.
    - h. Insert manufacturer's name.
  - 2. Material: Stainless steel, 24 gage .
  - 3. Finish:Mill.

#### 2.5 FABRICATION, GENERAL

- A. Custom fabricate sheet metal flashing and trim to comply with details indicated and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required.
  - 1. Fabricate sheet metal flashing and trim in shop to greatest extent possible.
  - 2. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
  - 3. Verify shapes and dimensions of surfaces to be covered and obtain field measurements for accurate fit before shop fabrication.
  - 4. 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.
  - 5. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.
- B. Fabrication Tolerances:
  - 1. Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.
  - 2. Fabricate sheet metal flashing and trim that is capable of installation to tolerances specified.
- C. 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 deep, filled with butyl sealant concealed within joints.
  - 2. Use lapped expansion joints only where indicated on Drawings.

- D. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal in accordance with cited sheet metal standard to provide for proper installation of elastomeric sealant.
- E. Fabricate cleats and attachment devices from material noted in drawings as accessory being anchored or from compatible, noncorrosive metal.
- F. Fabricate cleats and attachment devices of sizes as recommended by cited sheet metal standard and by FM Global Property Loss Prevention Data Sheet 1-49 for application, but not less than thickness of metal being secured.
- G. Seams: Depending on material -
  - 1. Fabricate nonmoving seams with flat-lock seams. Tin edges to be seamed, form seams, and solder.

#### 2.6 ROOF-DRAINAGE SHEET METAL FABRICATIONS

- A. Parapet Scuppers: Fabricate scuppers to dimensions required, with closure flange trim to exterior, 4-inch- wide wall flanges to interior, and base extending 4 inches beyond cant or tapered strip into field of roof. Fabricate from the following materials:
  - 1. Stainless Steel: 24 gauge.

#### 2.7 LOW-SLOPE ROOF SHEET METAL FABRICATIONS

- A. Copings: Fabricate in minimum 96-inch- long, but not exceeding 12-foot- long, sections. Fabricate joint plates of same thickness as copings. Furnish with continuous cleats to support edge of external leg and drill elongated holes for fasteners on interior leg. Miter corners, fasten and seal solder or weld watertight. Shop fabricate interior and exterior corners.
  - 1. Fabricate from the following materials:
    - a. Stainless Steel: 24 gauge.
- B. Counterflashing: Shop fabricate interior and exterior corners. Fabricate from the following materials:
  - 1. Stainless Steel: 24 gauge.
- C. Roof-Penetration Flashing: Fabricate from the following materials:
  - 1. Stainless Steel: 24 gauge.
- D. Roof-Drain Flashing: Fabricate from the following materials:
  - 1. Lead: 4 lb. weight
- E. Roof Through Wall Scupper: Fabricate from the following materials:
  - 1. Stainless Steel: .024 inch
  - 2. Fully Welded

#### PART 3 - EXECUTION

#### 3.1 INSTALLATION OF UNDERLAYMENT

- A. Self-Adhering, High-Temperature Sheet Underlayment:
  - 1. Install self-adhering, high-temperature sheet underlayment; wrinkle free.
  - 2. Prime substrate if recommended by underlayment manufacturer.
  - 3. Comply with temperature restrictions of underlayment manufacturer for installation; use primer for installing underlayment at low temperatures.
  - 4. Apply in shingle fashion to shed water, with end laps of not less than 6 inches staggered 24 inches between courses.
  - 5. Overlap side edges not less than 3-1/2 inches. Roll laps and edges with roller.
  - 6. Roll laps and edges with roller.
  - 7. Cover underlayment within 14 days.

#### 3.2 INSTALLATION, GENERAL

- A. Install sheet metal flashing and trim to comply with details indicated and recommendations of cited sheet metal standard that apply to installation characteristics required unless otherwise indicated on Drawings.
  - 1. Install 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 or sealant.
  - 3. Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement.
  - 4. Install sheet metal flashing and trim to fit substrates and to result in watertight performance.
  - 5. Install continuous cleats with fasteners spaced not more than 12 inches o.c.
  - 6. Space individual cleats not more than 12 inches apart. Attach each cleat with at least two fasteners. Bend tabs over fasteners.
  - 7. Install exposed sheet metal flashing and trim with limited oil-canning, and free of buckling and tool marks.
  - 8. Do not field cut sheet metal flashing and trim by torch.
- 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 uncoated stainless steel sheet metal flashing and trim with bituminous coating where flashing and trim contact wood, ferrous metal, or cementitious construction.
  - 2. Underlayment: Where installing sheet metal flashing and trim directly on cementitious or treated wood substrates, install underlayment and cover with slip sheet.
- C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim.

- 1. Space movement joints at maximum of 10 feet with no joints within 24 inches of corner or intersection.
- 2. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with sealant concealed within joints.
- 3. 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 for nails and not less than 3/4 inch for wood screws and substrate not less than recommended by fastener manufacturer to achieve maximum pull-out resistance.
- 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.
  - 1. Use sealant-filled joints unless otherwise indicated.
    - a. Embed hooked flanges of joint members not less than 1 inch into sealant.
    - b. Form joints to completely conceal sealant.
    - c. When ambient temperature at time of installation is between 40 and 70 deg F, set joint members for 50 percent movement each way.
    - d. Adjust setting proportionately for installation at higher ambient temperatures.
      - 1) Do not install sealant-type joints at temperatures below 40 deg F.
  - 2. Prepare joints and apply sealants to comply with requirements in Section 079200 "Joint Sealants."
- G. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter.
  - 1. Pretin edges of sheets with solder to width of 1-1/2 inches; however, reduce pretinning where pretinned surface would show in completed Work.
  - 2. Do not pretin zinc-tin alloy-coated copper.
  - 3. Do not use torches for soldering.
  - 4. Heat surfaces to receive solder, and flow solder into joint.
    - a. Fill joint completely.
    - b. Completely remove flux and spatter from exposed surfaces.
  - 5. Stainless Steel Soldering:
    - a. Tin edges of uncoated sheets, using solder for stainless steel and acid flux.
    - b. Promptly remove acid-flux residue from metal after tinning and soldering.
    - c. Comply with solder manufacturer's recommended methods for cleaning and neutralization.

#### 3.3 INSTALLATION OF ROOF-DRAINAGE SYSTEM

A. Install sheet metal roof-drainage items to produce complete roof-drainage system in accordance with cited sheet metal standard unless otherwise indicated. Coordinate installation of roof perimeter flashing with installation of roof-drainage system.

- B. Parapet Scuppers:
  - 1. Continuously support scupper, set to correct elevation, and seal flanges to interior wall face, over cants or tapered edge strips, and under roofing membrane.
  - 2. Anchor scupper closure trim flange to exterior wall and solder seal with elastomeric sealant to scupper.
  - 3. Solder seal with elastomeric sealant exterior wall scupper flanges into back of conductor head.

#### 3.4 INSTALLATION OF ROOF FLASHINGS

- A. Install sheet metal flashing and trim to comply with performance requirements, sheet metal manufacturer's written installation instructions, and cited sheet metal standard.
  - 1. Provide concealed fasteners where possible, and set units true to line, levels, and slopes.
  - 2. Install work with laps, joints, and seams that are permanently watertight and weather resistant.
- B. Copings:
  - 1. Install roof edge flashings in accordance with ANSI/SPRI/FM 4435/ES-1.
  - 2. Anchor to resist uplift and outward forces in accordance with recommendations in cited sheet metal standard unless otherwise indicated.
    - a. Interlock exterior bottom edge of coping with continuous cleat anchored to substrate at 16-inch centers.
    - b. Anchor interior leg of coping with washers and screw fasteners through slotted holes at 12-inchcenters.
- C. Counterflashing: Coordinate installation of counterflashing with installation of base flashing.
  - 1. Insert counterflashing in reglets or receivers at existing conditions where they occur and fit tightly to base flashing.
  - 2. Extend counterflashing over base flashing as indicated in the drawings.
  - 3. Lap counterflashing joints minimum of 4 inches.
- D. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Seal with elastomeric butyl sealant.

#### 3.5 INSTALLATION OF WALL FLASHINGS

A. Install sheet metal wall flashing to intercept and exclude penetrating moisture in accordance with cited sheet metal standard unless otherwise indicated.

#### 3.6 INSTALLATION TOLERANCES

A. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerance of 1/4 inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.

#### 3.7 CLEANING

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder.
- C. Clean off excess sealants.

#### 3.8 **PROTECTION**

- A. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions.
- B. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures, as determined by Architect.

#### END OF SECTION **076200**

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## **SECTION 077200 - ROOF ACCESSORIES**

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes: Manufactured units for the following applications:
  - 1. Roof curbs.
  - 2. Roof hatches.

#### 1.2 ACTION SUBMITTALS

- A. Product data.
- B. Shop Drawings: For roof accessories.
  - 1. Include plans, elevations, keyed details, and attachments to other work. Indicate dimensions, loadings, and special conditions. Distinguish between plant- and field-assembled work.

#### 1.3 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

#### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

A. General Performance: Roof accessories to withstand exposure to weather and resist thermally induced movement without failure, rattling, leaking, or fastener disengagement due to defective manufacture, fabrication, installation, or other defects in construction.

#### 2.2 ROOF CURBS

- A. Internally reinforced roof-curb units capable of supporting superimposed live and dead loads, including equipment loads and other construction indicated on Drawings, bearing continuously on roof structure, and capable of meeting performance requirements; with welded or mechanically fastened and sealed corner joints, straight sides, and integrally formed deck-mounting flange at perimeter bottom.
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. AES Industries, Inc.
  - 2. ATAS International, Inc.

- 3. Conn-Fab Sales, Inc.
- 4. Curbs Plus, Inc.
- 5. Custom Solution Roof and Metal Products, a division of Colony Heating.
- 6. Greenheck Fan Corporation.
- 7. KCC Manufacturing.
- 8. Lloyd Industries, Inc.
- 9. LMCurbs.
- 10. Pate Company (The).
- 11. RCS Fabrications Inc.
- 12. Thybar Corporation.
- C. Size: Coordinate dimensions with roughing-in information or Shop Drawings of equipment to be supported.
- D. Steel: Zinc-coated (galvanized) steel sheet, 0.079 inch thick.
  - 1. Finish: Factory prime coating.
- E. Construction:
  - 1. Curb Profile: Profile as indicated on Drawings compatible with roofing system.
  - 2. Fabricate curbs to minimum height of 12 inches above roofing surface unless otherwise indicated.
  - 3. Top Surface: Level top of curb, with roof slope accommodated by sloping deck-mounting flange.
  - 4. Liner: Same material as curb, of manufacturer's standard thickness and finish.
  - 5. Nailer: Factory-installed wood nailer along top flange of curb, continuous around curb perimeter.

#### 2.3 CONDUIT SUPPORTS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. AES Industries, Inc.
  - 2. Conn-Fab Sales, Inc.
  - J. L. Industries, Inc.; Activar Construction Products Group, Inc. Basis of Design: "RKCSN1-8"
  - 4. Pate Company (The).
  - 5. RCS Fabrications Inc.
  - 6. Roof Products and Systems (RPS); Duravent Group.
  - 7. Thybar Corporation.
- B. Size: Coordinate dimensions with roughing-in information or Shop Drawings of equipment to be supported.
- C. Steel: Zinc-coated (galvanized) steel sheet, 0.079 inch thick.
  - 1. Finish: Mill phosphatized.

#### 2.4 ROOF HATCHES

- A. Metal roof-hatch units with lids and insulated single -walled curbs, welded or mechanically fastened and sealed corner joints, continuous lid-to-curb counterflashing and weathertight perimeter gasketing, straight sides, and integrally formed deck-mounting flange at perimeter bottom.
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. ACUDOR Products, Inc.
  - 2. Babcock-Davis.
  - 3. BILCO Company (The).
  - 4. J. L. Industries, Inc.; Activar Construction Products Group, Inc.
  - 5. Milcor by Duravent; Duravent Group.
  - 6. Nystrom, Inc.
  - 7. O'Keeffe's Inc.
  - 8. Pate Company (The).
  - 9. Precision Ladders, LLC.
- C. Type and Size:
  - 1. Single-leaf lid, as indicated on the drawings.
- D. Loads: Minimum 40 lbf/sq. ft. external live load and 20 lbf/sq. ft. internal uplift load.
- E. Hatch Material, Aluminum:
  - 1. Thickness: Manufacturer's standard thickness for hatch size indicated .
  - 2. Finish: Mill.
- F. Hardware: Spring operators, hold-open arm, stainless steel spring latch with turn handles, stainless steel butt- or pintle-type hinge system, and padlock hasps inside and outside.

#### 2.5 METAL MATERIALS

- A. Aluminum Sheet: ASTM B209/B209M, manufacturer's standard alloy for finish required, with temper to suit forming operations and performance required.
  - 1. Mill Finish: As manufactured.
- B. Aluminum Extrusions and Tubes: ASTM B221, manufacturer's standard alloy and temper for type of use, finished to match assembly where used; otherwise mill finished.
- C. Stainless Steel Sheet and Shapes: ASTM A240/A240M or ASTM A666, Type 304.
- D. Steel Shapes: ASTM A36/A36M, hot-dip galvanized in accordance with ASTM A123/A123M unless otherwise indicated.

#### 2.6 MISCELLANEOUS MATERIALS

- A. Provide materials and types of fasteners, protective coatings, sealants, and other miscellaneous items required by manufacturer for a complete installation.
- B. Polyisocyanurate Board Insulation: ASTM C1289, thickness and thermal resistivity as indicated.
- C. Wood Nailers: Softwood lumber, pressure treated with waterborne preservatives for aboveground use, acceptable to authorities having jurisdiction, and complying with AWPA C2; not less than 1-1/2 inches thick.
- D. Fasteners: Roof accessory manufacturer's recommended fasteners, designed to comply with performance requirements, suitable for application and metals being fastened. Match finish of exposed fasteners with finish of material being fastened. Provide nonremovable fastener heads to exterior exposed fasteners. Furnish the following unless otherwise indicated:
  - 1. Fasteners for Metallic-Coated Steel Sheet: Series 300 stainless steel or hot-dip zinc-coated steel in accordance with ASTM A153/A153M or ASTM F2329/F2329M.
  - 2. Fasteners for Aluminum Sheet: Aluminum or Series 300 stainless steel.
  - 3. Fasteners for Stainless Steel Sheet: Series 300 stainless steel.
- E. Gaskets: Manufacturer's standard tubular or fingered design of neoprene, EPDM, PVC, or silicone or a flat design of foam rubber, sponge neoprene, or cork.
- F. Elastomeric Sealant: ASTM C920, elastomeric polyurethane polymer sealant as recommended by roof accessory manufacturer for installation indicated; low modulus; of type, grade, class, and use classifications required to seal joints and remain watertight.
- G. Butyl Sealant: ASTM C1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for expansion joints with limited movement.
- H. Bituminous Coating: Cold-applied asphalt emulsion complying with ASTM D1187/D1187M.
- I. Asphalt Roofing Cement: ASTM D4586/D4586M, asbestos free, of consistency required for application.

#### 2.7 GENERAL FINISH REQUIREMENTS

- A. Comply with NAAMM/NOMMA AMP 500, "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 - EXECUTION

#### 3.1 INSTALLATION, GENERAL

- A. Install roof accessories in accordance with manufacturer's written instructions.
  - 1. Install roof accessories level; plumb; true to line and elevation; and without warping, jogs in alignment, buckling, or tool marks.
  - 2. Anchor roof accessories securely in place so they are capable of resisting indicated loads.
  - 3. Use fasteners, separators, sealants, and other miscellaneous items as required to complete installation of roof accessories and fit them to substrates.
  - 4. Install roof accessories to resist exposure to weather without failing, rattling, leaking, or loosening of fasteners and seals.
- B. Metal Protection: Protect metals against galvanic action by separating dissimilar metals from contact with each other or with corrosive substrates by painting contact surfaces with bituminous coating or by other permanent separation as recommended in writing by manufacturer's written installation instructions.
  - 1. Coat concealed side of uncoated aluminum and stainless steel roof accessories with bituminous coating where in contact with wood, ferrous metal, or cementitious construction.
  - 2. Bed flanges in thick coat of asphalt roofing cement where required by manufacturers of roof accessories for waterproof performance.

#### 3.2 INSTALLATION OF ROOF ACCESSORIES

- A. Roof Curb: Install each roof curb so top surface is level.
- B. Conduit Support: Install conduit supports so top surfaces are level with each other.
- C. Roof-Hatch:
  - 1. Verify that roof hatch operates properly. Clean, lubricate, and adjust operating mechanism and hardware.
- D. Seal joints with elastomeric or butyl sealant as required by roof accessory manufacturer.

#### 3.3 CLEANING AND PROTECTION

- A. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing in accordance with ASTM A780/A780M.
- B. Touch up factory-primed surfaces with compatible primer ready for field painting in accordance with Section 099113 "Exterior Painting."
- C. On completion of installation, clean exposed surfaces in according with manufacturer's written instructions. Clean off excess sealants.

- D. Remove temporary protective coverings and strippable films as roof accessories are installed. On completion of installation, clean finished surfaces, including removing unused fasteners, metal filings, pop rivet stems, and pieces of flashing. Maintain roof accessories in a clean condition during construction.
- E. Replace roof accessories that have been damaged or that cannot be successfully repaired by finish touchup or similar minor repair procedures, as determined by Architect.

END OF SECTION

## SECTION 079200 - JOINT SEALANTS

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Nonstaining silicone joint sealants.
  - 2. Urethane joint sealants.

#### 1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

#### 1.3 ACTION SUBMITTALS

- A. Product data.
- B. Samples: Manufacturer's standard color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- C. Joint-sealant schedule.

#### 1.4 INFORMATIONAL SUBMITTALS

A. Field Quality-Control Reports: For field-adhesion-test reports, for each sealant application tested.

#### 1.5 CLOSEOUT SUBMITTALS

- A. Warranty Documentation:
  - 1. Manufacturers' special warranties.

#### 1.6 QUALITY ASSURANCE

A. Testing Agency Qualifications: Qualified in accordance with ASTM C1021 to conduct the testing indicated.

#### 1.7 WARRANTY

A. Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: Twenty years from date of Substantial Completion.

#### PART 2 - PRODUCTS

#### 2.1 JOINT SEALANTS, 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 joint-sealant manufacturer, based on testing and field experience.
- B. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

#### 2.2 NONSTAINING SILICONE JOINT SEALANTS

- A. Silicone, Nonstaining, S, NS, 100/50, T, NT: Nonstaining, single-component, nonsag, plus 100 percent and minus 50 percent movement capability, traffic- and nontraffic-use, neutral-curing silicone joint sealant; ASTM C920, Type S, Grade NS, Class 100/50, Uses T and NT.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. The Dow Chemical Company.
    - b. CRL.
    - c. Sika
    - d. Pecora
  - 2. Locations: Cast stone panel joints and metal counter flashing at base of cast stone panels where indicated in the drawings.

#### 2.3 URETHANE JOINT SEALANTS

- A. Urethane, S, NS, 25, NT: Single-component, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, urethane joint sealant; ASTM C920, Type S, Grade NS, Class 25, Use NT.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Pecora Corporation.
    - b. Sherwin-Williams Company (The).
    - c. Sika Corporation Building Components.
    - d. Tremco Incorporated.

#### 2.4 JOINT-SEALANT BACKING

A. Sealant Backing Material, General: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

- 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. Adfast.
  - b. Alcot Plastics Ltd.
  - c. Construction Foam Products; a division of Nomaco, Inc.
  - d. Master Builders Solutions.
- B. Cylindrical Sealant Backings: ASTM C1330, Type C (closed-cell material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. 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. Provide self-adhesive tape where applicable.

#### 2.5 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: Nonstaining, 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 to comply with joint-sealant manufacturer's written instructions and the following requirements:
  - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
  - 2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, 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. Porous joint substrates include the following:
    - a. Concrete.
    - b. .
  - 3. Remove laitance and form-release agents from concrete.

- 4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
  - a. Metal.
  - b. Existing PVC reglet shape
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by 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 or primer 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 OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. 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.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. 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.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants in accordance with requirements specified in subparagraphs 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 profile in accordance with Figure 8A in ASTM C1193 unless otherwise indicated.
- G. 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.
- H. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

#### 3.3 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Tests and Inspections:
  - 1. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:
    - a. Extent of Testing: Test completed and cured sealant joints as follows:
      - 1) Perform one test for each 1000 ft. of joint length thereafter or one test per each floor per elevation.
    - b. Test Method: Test joint sealants in accordance with Method A, Tail Procedure, in ASTM C1521.
      - For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
    - c. Inspect tested joints and report on the following:
      - 1) Whether sealants filled joint cavities and are free of voids.
      - 2) Whether sealant dimensions and configurations comply with specified requirements.
      - 3) Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. Compare these results to determine if adhesion complies with sealant manufacturer's field-adhesion hand-pull test criteria.
    - d. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant material, sealant configuration, and sealant dimensions.
    - e. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.

- 2. Evaluation of Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.
- C. Prepare test and inspection reports.

END OF SECTION

## SECTION 099114 - EXTERIOR PAINTING (MPI STANDARDS)

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Surface preparation and application of paint systems on the following exterior substrates:
    - a. Galvanized metal.

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.

#### 1.3 QUALITY ASSURANCE

- A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.
  - 1. Architect will select one surface to represent surfaces and conditions for application of each paint system.
    - a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft..
    - b. Other Items: Architect will designate items or areas required.

#### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Benjamin Moore & Co.
  - 2. Kelly-Moore Paint Company Inc.
  - 3. PPG Paints.
  - 4. Rust-Oleum Corporation; a subsidiary of RPM International, Inc.
  - 5. Sherwin-Williams Company (The).
  - 6. Valspar Corporation (The).
  - 7. Vista Paint Corporation.

#### 2.2 PAINT PRODUCTS

- A. MPI Standards: Provide products complying with MPI standards indicated and listed in its "MPI Approved Products List."
- B. Material Compatibility:
  - 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
  - 2. For each coat in a paint system, provide products recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.

#### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.
- B. Proceed with coating application only after unsatisfactory conditions have been corrected.
  - 1. Application of coating indicates acceptance of surfaces and conditions.

#### 3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates and paint systems indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
  - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.

#### 3.3 INSTALLATION

- A. Apply paints in accordance with manufacturer's written instructions and recommendations in "MPI Manual."
- B. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

#### 3.4 CLEANING AND PROTECTION

- A. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- B. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- C. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

#### 3.5 EXTERIOR PAINTING SCHEDULE

- A. Galvanized-Metal Substrates:
  - 1. Water-Based Light Industrial Coating System MPI EXT 5.3J:
    - a. Epoxy Prime Coat: Primer, epoxy, anti-corrosive, MPI #101.
    - b. Intermediate Coat: Light industrial coating, exterior, water based, matching topcoat.
    - c. Semigloss Topcoat: Light industrial coating, exterior, water based, semigloss (MPI Gloss Level 5), MPI #163.

END OF SECTION

## SECTION 221423 - STORM DRAINAGE PIPING SPECIALTIES

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. General-purpose roof drains.

#### 1.2 ACTION SUBMITTALS

- A. Product Data:
  - 1. General-purpose roof drains.

#### PART 2 - PRODUCTS

#### 2.1 GENERAL-PURPOSE ROOF DRAINS

- A. Cast-Iron Roof Drains.
  - 1. Cast-Iron, Large-Sump, General-Purpose Roof Drains: .
    - a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      - 1) Jay R. Smith Mfg Co; a division of Morris Group International.
      - 2) Josam Company.
      - 3) MIFAB, Inc.
      - 4) Wade; a subsidiary of McWane Inc.
      - 5) Watts Water Technologies; a Watts company.
      - 6) Zurn Industries, LLC.
    - b. Standard: ASME A112.6.4.
    - c. Body Material: Cast iron drain basin and under deck clamp are existing remain.
    - d. Dimension of Body: Nominal 14-to 16-inch diameter. Verify existing size in field.
    - e. Dome Material: Cast iron.
    - f. Combination flashing ring and gravel stop.
    - g. Options:
      - 1) Extension collars.
      - 2) Sump receiver plate.
      - 3) Vandal-proof dome.

#### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Install roof drain components in accordance with roof membrane manufacturer's written installation instructions at low points of roof areas.
  - 1. Install flashing collar or flange of roof drain to maintain integrity of waterproof membranes where penetrated.

#### 3.2 INSTALLATION OF FLASHING

- A. Fabricate flashing from single piece of lead unless large pans, sumps, or other drainage shapes are required.
- B. Set lead flashing on roofs in solid coating of bituminous cement as shown in the drawings.
- C. Secure flashing into sleeve and specialty clamping ring or device.

#### 3.3 CLEANING

A. Clean piping specialties during installation and remove dirt and debris as work progresses.

#### 3.4 **PROTECTION**

- A. Protect piping specialties during remainder of construction period to avoid clogging with dirt or debris and to prevent damage from traffic and construction work.
- B. Place plugs in ends of uncompleted piping at end of each day and when work stops.

END OF SECTION

## SECTION 264113 - LIGHTNING PROTECTION FOR STRUCTURES

#### 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. Section includes lightning protection for structures.

#### 1.3 **PERFORMANCE REQUIREMENTS**

A. Delegated Design: Design lightning protection system, including comprehensive engineering analysis by a UL certified company using performance requirements and design criteria indicated.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For air terminals, conductors, and mounting accessories.
- B. Delegated Design Shop Drawings: Detail lightning protection system, including air-terminal locations, conductor routing, conductor connectors, and bonding and grounding provisions. In addition, also include the following on shop drawings:
  - 1. Type, material, and size of conductors.
  - 2. Indications for where raceways will be used.
  - 3. Data on how concealment requirements will be met.
  - 4. Calculations required by NFPA 780 for bonding of grounded and isolated metal bodies.
  - 5. Installation details for thru roof penetrations.
  - 6. Installation details for conductor connections.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified Installer and manufacturer. Include data on listing or certification by UL.
- B. Certification, signed by Contractor, that roof adhesive is approved by manufacturer of roofing material.
- C. Field quality-control reports.
- D. Comply with recommendations in NFPA 780, Annex D, "Inspection and Maintenance of Lightning Protection Systems," for maintenance of the lightning protection system.

- E. Other Informational Submittals: Plans showing dimensioned as-built locations of grounding features, including the following:
  - 1. Ground rods.
  - 2. Ground loop conductor.

#### 1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Certified by UL or LPI as a Master Installer/Designer, trained and approved for installation of units required for this Project.
- B. System Certificate:
  - 1. UL Master Label.
  - 2. LPI System Certificate.
  - 3. UL Master Label Recertification.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 780, "Definitions" Article.

#### 1.7 COORDINATION

- A. Coordinate installation of lightning protection with installation of other building systems and components, including electrical wiring, supporting structures and building materials, metal bodies requiring bonding to lightning protection components, and building finishes.
- B. Coordinate installation of air terminals attached to roof systems with roofing manufacturer and Installer.
- C. Flashings of through-roof assemblies shall comply with roofing manufacturers' specifications.

#### PART 2 - PRODUCTS

#### 2.1 LIGHTNING PROTECTION SYSTEM COMPONENTS

- A. Comply with UL 96 and NFPA 780.
- B. Roof-Mounted Air Terminals: NFPA 780, Class I Class II, aluminum or copper unless otherwise indicated.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. East Coast Lightning Equipment Inc.
    - b. ERICO International Corporation.
    - c. Harger.
    - d. Heary Bros. Lightning Protection Co. Inc.
    - e. Independent Protection Co.
    - f. Preferred Lightning Protection.
    - g. Robbins Lightning, Inc.

- h. Thompson Lightning Protection, Inc.
- i. Advanced Lightning Technology
- 2. Air Terminals More than 24 Inches Long: With brace attached to the terminal at not less than half the height of the terminal.
- 3. Single-Membrane, Roof-Mounted Air Terminals: Designed specifically for single-membrane roof system materials. Comply with requirements in roofing Sections.
- C. Main and Bonding Conductors: Copper or Aluminum.
- D. Ground Loop Conductor: The same size and type as the main conductor except tinned.
- E. Ground Rods: Re-use existing grounds where feasible and extend heights as needed to flash new roof roof system into.
- F. Heavy-Duty, Stack-Mounted, Lightning Protection Components: Stainless steel.

#### **PART 3 - EXECUTION**

#### 3.1 INSTALLATION

- A. Install lightning protection components and systems according to UL 96A and NFPA 780.
- B. Install conductors with direct paths from air terminals to ground connections. Avoid sharp bends.
- C. Conceal the following conductors:
  - 1. System conductors.
  - 2. Down conductors.
  - 3. Interior conductors.
  - 4. Conductors within normal view of exterior locations at grade within 200 feet of building.
- D. Cable Connections: Use crimped or bolted connections for all conductor splices and connections between conductors and other components. Use exothermic-welded connections in underground portions of the system.
- E. Cable Connections: Use exothermic-welded connections for all conductor splices and connections between conductors and other components.
  - 1. Exception: In single-ply membrane roofing, exothermic-welded connections may be used only below the roof level.
- F. Air Terminals on Single-Ply Membrane Roofing: Comply with roofing membrane and adhesive manufacturer's written instructions.
- G. Bond extremities of vertical metal bodies exceeding 60 feet in length to lightning protection components.
- H. Ground Loop: Install ground-level, potential equalization conductor and extend around the perimeter of structure.
  - 1. Bury ground ring not less than 24 inches from building foundation.

- 2. Bond ground terminals to the ground loop.
- 3. Bond grounded building systems to the ground loop conductor within 12 feet of grade level.
- I. Bond lightning protection components with intermediate-level interconnection loop conductors to grounded metal bodies of building at 60-foot intervals.

#### 3.2 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Install sleeves and sleeve seals at penetrations of roof system as indicated on the drawings.

#### 3.3 CORROSION PROTECTION

- A. Do not combine materials that can form an electrolytic couple that will accelerate corrosion in the presence of moisture unless moisture is permanently excluded from junction of such materials.
- B. Use conductors with protective coatings where conditions cause deterioration or corrosion of conductors.

#### 3.4 FIELD QUALITY CONTROL

- A. Notify Architect at least 48 hours in advance of inspection before concealing lightning protection components.
- B. UL Inspection: Meet requirements to obtain a UL Master Label for system.
- C. LPI System Inspection: Meet requirements to obtain an LPI System Certificate.

END OF SECTION

# ENGINEERING ANNEX ROOF REPLACEMENT UNIVERSITY OF NEW ORLEANS

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<sup>1</sup>/<sub>2</sub>" 1" The graphic scale at the bottom left corner of this drawing must measure 1"x1" otherwise all listed scales are null and void.

STATE PROJECT NO. 01-107-24-05, F.01004598

> STATE ID: S11574 SITE CODE: 1-36-038

U.N.O. PROJECT #: SP5286 U.N.O. PURCHASING BID #: UNO BTB2858

# **BID DOCUMENTS**

# OWNER

UNIVERSITY OF NEW ORLEANS 2000 Lakeshore Drive New Orleans, LA 70148 504-280-6000

# ARCHITECT

Holly & Smith Architects, APAC

2302 Magazine Street New Orleans, LA 70130 504.585.1315

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TITLE SHEET (24X36)

HOLLY & SMITH

		RENOVATION NOTES		GENERAL NOTES
	1.	THE PROJECT IS CURRENTLY OCCUPIED, AND MUST REMAIN COMPLETELY OPERATIONAL DURING NORMAL BUSINESS HOURS (7:00 AM TO 6:00 PM WEEKDAYS). COORDINATE WITH THE OWNER AND OCCUPANTS ALL CONSTRUCTION ACTIVITIES THAT MAY IMPEDE NORMAL OPERATIONS, INCLUDING ACTIVITIES THAT GENERATE EXCESSIVE NOISE, AIRBORNE PARTICULATES, OR EXCESSIVE TRAFFIC. SEPARATE ALL OCCUPIED SPACES FROM WORK AREAS WITH DUST PARTITIONS OR CURTAINS.	2.	VISIT THE SITE AND BECOME FAMILIAR WITH EXISTING CONDITIONS. VERIFY ALL CONDITIONS THAT RELATE TO THE EXECUTION OF THE WORK. NOTIFY ARCHITECT OF ANY DISCREPANCIES OR OMISSIONS THAT AFFECT COMPLETION OF THE WORK.
	2.	OPERABLE EXITS SHALL REMAIN CLEAR AND USABLE THROUGHOUT THE CONSTRUCTION PROCESS UNLESS SHOWN OTHERWISE. PROVIDE TEMPORARY MEANS OF EGRESS, AS DETERMINED BY ARCHITECT, WHERE REQUIRED EXITS MUST		DIVISION OF DRAWINGS AND SPECIFICATIONS INTO DISCIPLINES DO NOT LIMIT SCOPE OR INTENT OF ANY PART. WORK IS TO BE CONSTRUCTED AS A COMPLETE INTEGRATED AND UNIFIED WHOLE.
	3.	BE CLOSED. FIRE PROTECTION MEASURES, INCLUDING EXIT/EMERGENCY LIGHTING, SPRINKLER SYSTEMS, AND FIRE ALARM SYSTEMS SHALL REMAIN OPERATIONAL IN OCCUPIED SPACES THROUGHOUT THE CONSTRUCTION PROCESS.	4.	THE DOCUMENTS ARE COMPLIMENTARY; ITEMS SHOWN IN ONE OR MULTIPLE LOCATIONS SHALL BE REQUIREMENTS OF THE CONTRACT FOR CONSTRUCTION. SEEK CLARIFICATION FROM THE ARCHITECT PRIOR TO BIDDING IN THE EVENT OF INCONSISTENCIES WITHIN THE DOCUMENTS. WHERE INCONSISTENCIES ARE NOT CLARIFIED INCLUDE THE BETTER QUALITY OR GREATER QUANTITY OF WORK IN THE
	4.	MAINTAIN A SECURE SITE AT ALL TIMES. PROVIDE MORE PERMANENT WEATHER AND SECURITY PROTECTION IF CONSTRUCTION IS DELAYED OR POSTPONED; CONFIRM SCOPE WITH ARCHITECT.	5.	BID PROPOSAL. THE WORK INCLUDES LABOR AND MATERIALS NECESSARY FOR A COMPLETE PROJECT AS DESCRIBED OR INFERRED IN THE DOCUMENTS. THE CONTRACT DOCUMENTS INCLUDE THE AGREEMENT, DRAWINGS, PROJECT
	5.	FIELD VERIFY AND DOCUMENT ALL EXISTING CONDITIONS, DIMENSIONS, ELEVATIONS, BENCHMARKS, MATERIALS AND METHODS OF CONSTRUCTION THAT AFFECT THE WORK. DRAWINGS OF EXISTING CONDITIONS ARE BASED ON AVAILABLE DOCUMENTS AND OBSERVABLE FIELD CONDITIONS AND MAY VARY FROM ACTUAL CONDITIONS. COORDINATE VERIFIED ITEMS WITH THE DOCUMENTS. NOTIFY THE ARCHITECT OF DISCREPANCIES.	6.	MANUAL, ADDENDA, AMENDMENTS, FIELD ORDERS, AND CHANGE ORDERS. DRAWING SCALES CHANGE WITH PRINTED SHEET SIZE. NOTE THE GRAPHIC SCALE IN THE LOWER LEFT CORNER OF EACH ARCHITECTURAL SHEET. NOT ALL DRAWINGS ARE GUARANTEED TO BE EXACTLY TO SCALE; CONSULT ARCHITECT SHOULD QUESTIONS ARISE.
	6.	ASSIST THE ARCHITECT IN MAKING EVALUATIONS OF UNKNOWN CONDITIONS BY PROVIDING FIELD INFORMATION.		DOCUMENTS DO NOT SHOW THE EXACT QUANTITIES OF MATERIALS. THE DRAWINGS REPRESENT GENERAL LOCATIONS OF IMPROVEMENTS. LOCATE ALL
	7.	NOTIFY ARCHITECT, DISCONTINUE WORK, AND VACATE AREAS WHERE MATERIALS SUSPECTED OF BEING HAZARDOUS ARE ENCOUNTERED. ASSUME THAT PAINT APPLIED PRIOR TO 1978 CONTAINS LEAD. IN SCHOOLS AND GOVERNMENT-OWNED BUILDINGS REVIEW ASBESTOS MANAGEMENT PLANS WITH OWNER'S RESPONSIBLE PARTY PRIOR TO PROCEEDING WITH THE WORK.	9.	IMPROVEMENTS ON SITE PRIOR TO ALTERATION, ADDITIONS, OR TIE-INS. PROTECT THE SITE AND PROPERTY. MAINTAIN ALL AREAS FREE OF TRASH AND DEBRIS; REMOVE COLLECTED WASTE WEEKLY. VERIFY LOCATION OF DUMPSTER WITH ARCHITECT. AFTER PROJECT COMPLETION, RESTORE DUMPSTER AREA TO PRE- CONSTRUCTION CONDITION UNLESS NOTED OTHERWISE.
		PRIOR TO THE START OF DEMOLITION, COORDINATE WITH OWNER AND ARCHITECT ITEMS TO BE SALVAGED AND ITEMS TO BE DISPOSED OF.	10.	STORE MATERIALS IN STAGING AREA, WHICH SHALL BE DETERMINED AND APPROVED BY THE OWNER AT THE PRE-BID MEETING. AFTER COMPLETION, RESTORE STAGING AREA TO ORIGINAL CONDITION UNLESS NOTED OTHERWISE. RESTORE PORTIONS OF
	-	DRAWINGS SHOW GENERAL DEMOLITION INTENT BUT DO NOT SHOW ALL THE ITEMS REQUIRED TO BE REMOVED. INCORPORATE IN THE DEMOLITION ALL ITEMS AND COMPONENTS REQUIRED FOR THE COMPLETION OF THE PROJECT. DO NOT PROCEED WITH DEMOLITION WORK THAT MAY COMPROMISE THE	11.	THE SITE AFFECTED BY THE WORK TO ORIGINAL CONDITION. MINIMIZE TRAFFIC DISRUPTION IN THE VICINITY OF THE SITE. REGULAR WORKING HOURS SHALL BE FROM 7:00 AM TO 5:00 PM UNLESS NOTED OR APPROVED OTHERWISE.
	-	STRUCTURAL OR AESTHETIC INTEGRITY OF WORK TO REMAIN WITHOUT NOTIFYING THE ARCHITECT. PROVIDE TEMPORARY ENCLOSURES AND WEATHER PROTECTION FOR PORTIONS OF	12.	PROVIDE TEMPORARY ENCLOSURES AND SITE FENCING WHERE INDICATED, OR WHERE NOT INDICATED, IN LOCATIONS APPROVED BY THE ARCHITECT AT THE PRE- CONSTRUCTION CONFERENCE. KEEP ALL BUILDING EXITS ACCESSIBLE.
	12.	STRUCTURES SCHEDULED TO REMAIN. MAINTAIN MOVEMENT JOINTS IN EXISTING CONSTRUCTION WITHOUT COMPROMISE. NOTIFY ARCHITECT OF AREAS IN QUESTION.	13.	PROVIDE FINAL INSPECTION CERTIFICATES AND OCCUPANCY PERMITS UPON COMPLETION."
	13.	REMOVE AND STORE MATERIALS AND EQUIPMENT INDICATED TO BE REUSED OR RELOCATED TO PREVENT DAMAGE AND REINSTALL AS THE WORK PROGRESSES	14.	NOTIFY THE ARCHITECT OF ANY DISCOVERED DISCREPANCIES BETWEEN THE WORK AND APPLICABLE CODES AND STANDARDS.
	14.	PROTECT EXISTING UTILITIES TO REMAIN. REMOVE EXISTING UTILITIES INDICATED AND TERMINATE IN A MANNER MEETING THE DOCUMENTS REQUIREMENTS AND INDUSTRY STANDARDS. PROVIDE BARRICADES AND TEMPORARY COVERING FOR EXPOSED		UNLESS NOTED OTHERWISE, ALL MATERIALS SHALL BE NEW. INSTALL MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS, IN PROPER RELATION WITH EACH OTHER AND WITH ADJACENT CONSTRUCTION.
	15.	AREAS. IF UTILITY LINES ARE ENCOUNTERED THAT ARE NOT SHOWN ON THE DRAWINGS, DO NOT PROCEED WITHOUT INSTRUCTIONS FROM THE ARCHITECT.	16.	ANTICIPATE AND MAKE ARRANGEMENTS WITH LOCAL GOVERNMENT AGENCIES SHOULD ENTRY ONTO, OR OBSTRUCTION OF, A PUBLIC WAY BE NECESSARY IN CONNECTION WITH THE WORK.
	16.	IF UTILITIES TO BE REMOVED WILL INTERRUPT THE FACILITY'S NORMAL OPERATIONS, PROVIDE TEMPORARY UTILITIES UNTIL PERMANENT UTILITIES ARE RESTORED.	17.	PROVIDE SITE DEMOLITION/UTILITY RELOCATIONS AS NECESSARY FOR COMPLETION OF THE PROJECT. VERIFY EXISTING UTILITIES AND EXACT LOCATIONS PRIOR TO PERFORMING WORK. NOTIFY THE ARCHITECT REGARDING EXISTING SITE CONDITIONS
	17.	RE-PAINT WALL/CEILING SURFACES IN THEIR ENTIRETY IF MARRED BY CONSTRUCTION, TOP TO BOTTOM, CORNER TO CORNER. SPOT TOUCH-UPS ARE NOT ACCEPTABLE.	18.	IN CONFLICT WITH THE DOCUMENTS. MAINTAIN INTERIOR MOISTURE LEVELS WITHIN THE RECOMMENDATIONS OF THE MANUFACTURERS OF PRODUCTS TO BE INSTALLED. NOTIFY ARCHITECT SHOULD THIS NOT BE POSSIBLE.
	18.	REMOVE AND STORE MATERIALS AND EQUIPMENT AT EXISTING SITE INDICATED TO BE REUSED OR RELOCATED TO PREVENT DAMAGE, AND REINSTALL AS THE WORK PROGRESSES.	19.	EQUIPMENT AND DEVICE LOCATIONS ARE SHOWN ON THE DRAWINGS. CONFIRM DISCREPANCIES AND QUESTIONS WITH THE ARCHITECT.
	19.	REMOVE AND TRANSPORT DEBRIS AND RUBBISH IN A MANNER THAT WILL PREVENT SPILLAGE ON PAVEMENTS, STREETS, OR ADJACENT AREAS. CLEAN UP SPILLAGE FROM PAVEMENTS, STREETS, AND ADJACENT AREAS, IN COMPLIANCE WITH ALL LOCAL AND STATE REQUIREMENTS. DESIGNATE ON SITE VEHICLE WASH STATION.	20.	EXERCISE CARE TO AVOID DAMAGE TO EXISTING WORK, ADJACENT SURFACES, AND ADJOINING AREAS INCLUDING AREAS TO REMAIN AS A PART OF THE COMPLETED CONSTRUCTION. REPAIR OR RESTORE AREAS OR SURFACES DAMAGED OR REMOVED ON ACCOUNT OF CONSTRUCTION WORK
	20.	THE PROJECT WILL REMAIN OCCUPIED AND OPERATIONAL THROUGHOUT CONSTRUCTION. COORDINATE AND PHASE ALL PORTIONS OF THE WORK TO MINIMIZE DISRUPTION TO THE OCCUPANTS AS MUCH AS POSSIBLE. PROVIDE ALL TEMPORARY PROTECTIONS AND CONNECTIONS AS REQUIRED TO MAINTAIN SAFE AND UNINTERRUPTED USE.	. ·	PROVIDE AND INSTALL ALL ITEMS UNLESS NOTED OTHERWISE. WORK INDICATED AS "NOT IN CONTRACT", "N.I.C", OR "BY OTHERS" SHALL BE PERFORMED BY OWNER'S SEPARATE CONTRACTORS. ASSIST IN COORDINATING THE WORK BY SEPARATE CONTRACTORS WITH THE WORK OF THIS CONTRACT.
		COORDINATE ALL WORK WITH DESIGNER AND THE USER AGENCY.	23.	ALL PLAN DIMENSIONS ARE TO FACE OF STUD, FACE OF MASONRY, FACE OF SLAB, OR CENTERLINE OF COLUMN.
	22.	COORDINATE RESTRICTED AND/OR STAGING AREAS, AS WELL AS TEMPORARY UTILITY SHUTDOWN WITH THE USER AGENCY.	24.	AS A PRE-CONDITION TO SUBSTANTIAL COMPLETION, PROVIDE A SURVEY CONTAINING FLOOR, MECHANICAL EQUIPMENT, ELECTRICAL PANELS, EQUIPMENT AND DEVICE ELEVATIONS CONFIRMING THAT THEY ARE LOCATED ABOVE DESIGN FLOOD ELEVATION.
			25.	FLASH ALL PENETRATIONS IN ACCORDANCE WITH THE ROOFING MANUFACTURER'S RECOMMENDATIONS. PROVIDE POSITIVE DRAINAGE ON HIGH-SIDE OF PENETRATIONS.
			26.	PROVIDE MIN. 3-FT. WIDE WALKBOARDS AROUND ALL ROOF-MOUNTED EQUIPMENT NEEDING REGULAR MAINTENANCE. PROVIDE MIN. 3-FT. WIDE WALKBOARD PATHWAYS FROM ROOF ACCESS POINT TO ALL SUCH ROOF-MOUNTED EQUIPMENT.
				ALL WORK IS TO HAVE A ONE YEAR WARRANTY, MINIMUM. NAMING A CERTAIN BRAND OR MANUFACTURER IS TO DESIGNATE THE GENERAL STYLE, TYPE, CHARACTER, AND QUALITY STANDARD OF THE PRODUCT DESIRED.
			29.	SUBSTITUTION REQUESTS MUST BE SUBMITTED PRIOR TO BIDDING. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY SAFETY APPARATUS, MEANS, METHODS, AND TECHNIQUES, AS REQUIRED TO ENSURE THE HEALTH, SAFETY, AND WELFARE OF ALL PERSONNEL INCLUDING, BUT NOT LIMITED TO: STAFF, FACULTY, STUDENTS, AND THE GENERAL PUBLIC, IN AND AROUND THE SITE.
		SYMBOLS	30.	INTERIOR WALLS AND CEILING SHALL HAVE A FLAME SPREAD OF 0-200 AND A SMOKE DEVELOPMENT RATING OF 0-450.
	 	DTE: ALL OF THE SYMBOLS AND ABBREVIATIONS APPEARING ON THIS SHEET MAY	31.	PENETRATIONS THROUGH RATED CONSTRUCTION SHALL BE SEALED BY APPROVED FIRESTOP SYSTEMS OR DEVICES TESTED IN ACCORDANCE WITH ASTM E-814 OR ANSI/UL 1479.
	N( DI	DT NECESSARILY BE USED ON THIS PROJECT. FOR ADDITIONS TO AND/OR EVIATIONS FROM THESE STANDARDS, REFER TO THE APPLICABLE DISCIPLINE'S ORK THROUGHOUT THE SET OF DRAWINGS.	32.	CONCEALED INSULATION SHALL HAVE A FLAME SPREAD OF 0- 25 AND A SMOKE DEVELOPMENT FACTOR OF 0-450.
	<u>1(</u>	DO' - 0" LEVEL LINE, CONTROL POINT OR DATUM BREAK LINE DRAWING NUMBER SHEET NUMBER	33.	DEMOLITION SHALL BE PERFORMED IN AN ORDERLY SEQUENCE, SCHEDULED BY THE CONTRACTOR AND COORDINATED WITH THE OWNER. SHOULD HAZARDOUS MATERIALS, OR MATERIALS SUSPECTED TO BE HAZARDOUS BE ENCOUNTERED, THE CONTRACTOR SHALL NOT PROCEED AND IMMEDIATELY CALL TO THE ATTENTION OF THE OWNER. ALL HAZARDOUS WASTE SHALL BE CONTAINED, ABATED, REMOVED, AND DISPOSED OF IN ACCORDANCE WITH FEDERAL REGULATIONS, LA.D.E.Q. AND THE OWNER'S ASBESTOS MANAGEMENT PLAN.
		€ CENTERLINE DRAWING	34.	SHALL ROOF MODIFICATIONS BE REQUIRED, THE CONTRACTOR SHALL PROVIDE ALL NECESSARY ACCESSORIES AS REQUIRED BY ROOFING MANUFACTURER TO PROVIDE A COMPLETE ROOF CERTIFIABLE BY THE MANUFACTURER.
		REVISION NOTE (CLOUDED AREA DENOTES REVISIONS NUMBER		
		OCCUR IN THIS AREA)		
1". ½"	- 194 - 194	1/A011 PHOTO TAG NUMBER LEVATION		ra de la companya de La companya de la comp La companya de la comp
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0" ½" 1" The graphic scale at the bottom left corner of this drawing must measure 1"x1" otherwise all listed scales are null and void.

## ABBREVIATIONS

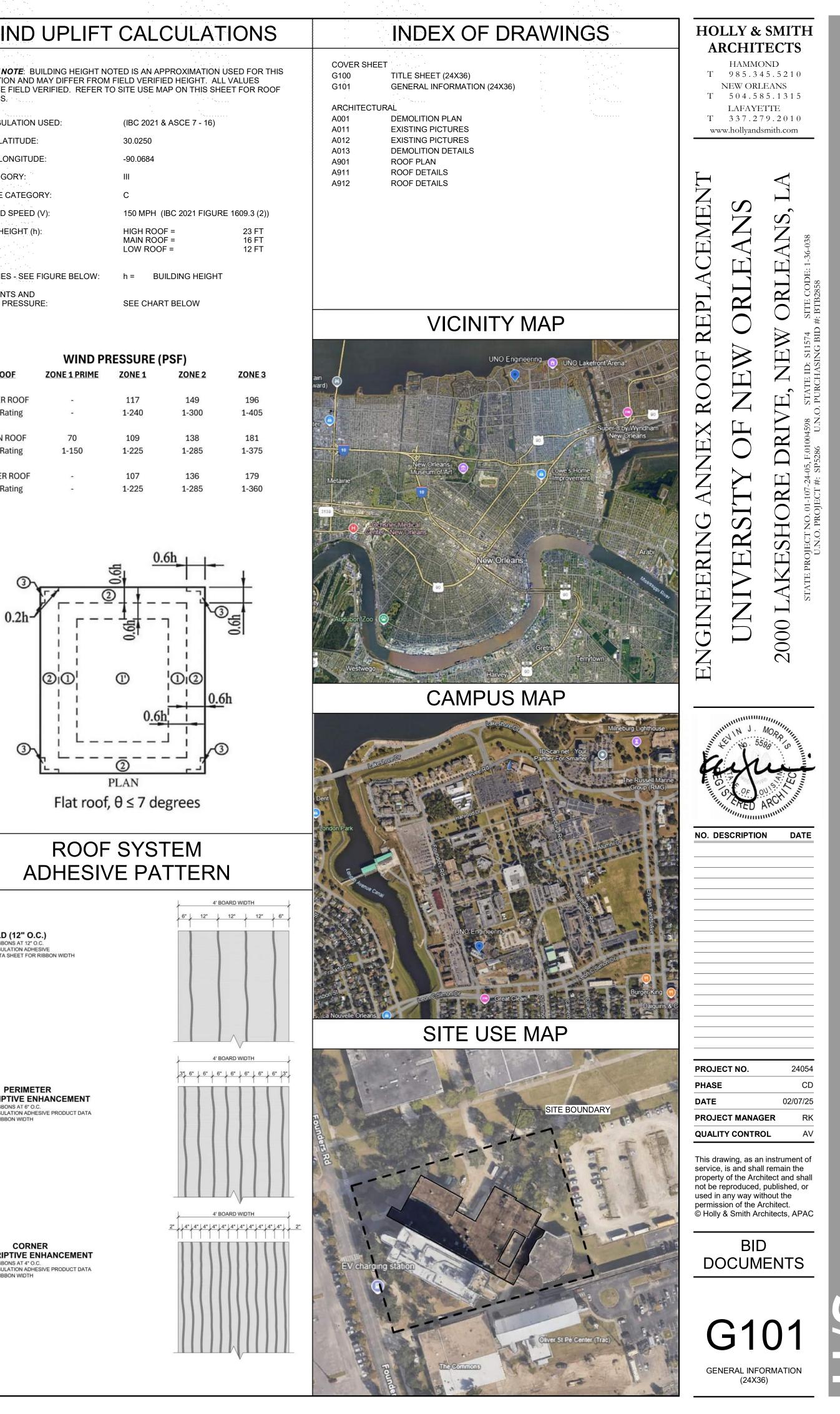
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INES DO NOT LIMIT SCOPE S A COMPLETE	ALT ALTERNATE ALUM ALUMINUM APC ACOUSTICAL PANEL CEILING
BACOMFLETE	APC ACOUSTICAL PANEL CEILING
	BD BOARD
ONE OR MULTIPLE	BFE BASE FLOOD ELEVATION
OR CONSTRUCTION. SEEK	BLDG BUILDING
I THE EVENT OF	BO BOTTOM OF BOS BOTTOM OF STEEL
ISISTENCIES ARE NOT ANTITY OF WORK IN THE	CIP CAST-IN-PLACE
LS NECESSARY FOR A	
OCUMENTS.	CL CENTERLINE CLG CEILING CMU CONCRETE MASONRY UNIT CO CLEANOUT
	CLG CEILING
RAWINGS, PROJECT	CMU CONCRETE MASONRY UNIT
ANGE ORDERS.	CO CLEANOUT CONC CONCRETE
	CONT CONTINUOUS
E THE GRAPHIC SCALE IN T. NOT ALL DRAWINGS	CPT CARPET
CHITECT SHOULD	CT CERAMIC TILE DF DRINKING FOUNTAIN
	DF DRINKING FOUNTAIN
	DFE DESIGN FLOOD ELEVATION
TERIALS.	DIA DIAMETER
	DN DOWN
OVEMENTS. LOCATE ALL S, OR TIE-INS.	DS DOWNSPOUT DW DISHWASHER
S, OR TIE-INS.	DWG DRAWING
REE OF TRASH AND	EA EACH
ATION OF DUMPSTER	EJ EXPANSION JOINT
DUMPSTER AREA TO PRE-	
	ELEV ELEVATION EOS EDGE OF SLAB
	EQ EQUAL
ERMINED AND APPROVED	EXIST EXISTING
. RESTORE PORTIONS OF	EXP EXPANSION
I.	EXI EXIERIOR
	EWC ELECTRIC WATER COOLER
. REGULAR WORKING	FD FLOOR DRAIN FDRM FLOOD DAMAGE RESISTANT
OR APPROVED	MATERIAI
· · · ·	MATERIAL FE FIRE EXTINGUISHER FEC FIRE EXTINGUISHER CABINET
IERE INDICATED, OR	FEC FIRE EXTINGUISHER CABINET
ARCHITECT AT THE PRE-	FF FINISH FLOOR
CCESSIBLE.	FOF FACE OF FINISH
	FOS FACE OF STUD
Y PERMITS UPON	FRP FIBER REINFORCED PLASTIC FT FOOT OR FEET
	GA GAUGE
IES BETWEEN THE WORK	GALV GALVANIZED
	GC GENERAL CONTRACTOR
	GYP GYPSUM
V. INSTALL MATERIALS IN	GYP BD GYPSUM BOARD HC HANDICAPPED
S, IN PROPER RELATION	HDWR HARDWARE
. •	HM HOLLOW METAL
RNMENT AGENCIES	HVAC HEATING, VENTILATION & AIR
BE NECESSARY IN	CONDITIONING IN INCHES
	INCL INCLUDED INFO INFORMATION
SSARY FOR COMPLETION	INT INTERIOR
DCATIONS PRIOR TO EXISTING SITE CONDITIONS	J-BOX JUNCTION BOX
	JNT JOINT
	KDAT KILN-DRIED AFTER
MENDATIONS OF THE	TREATMENT

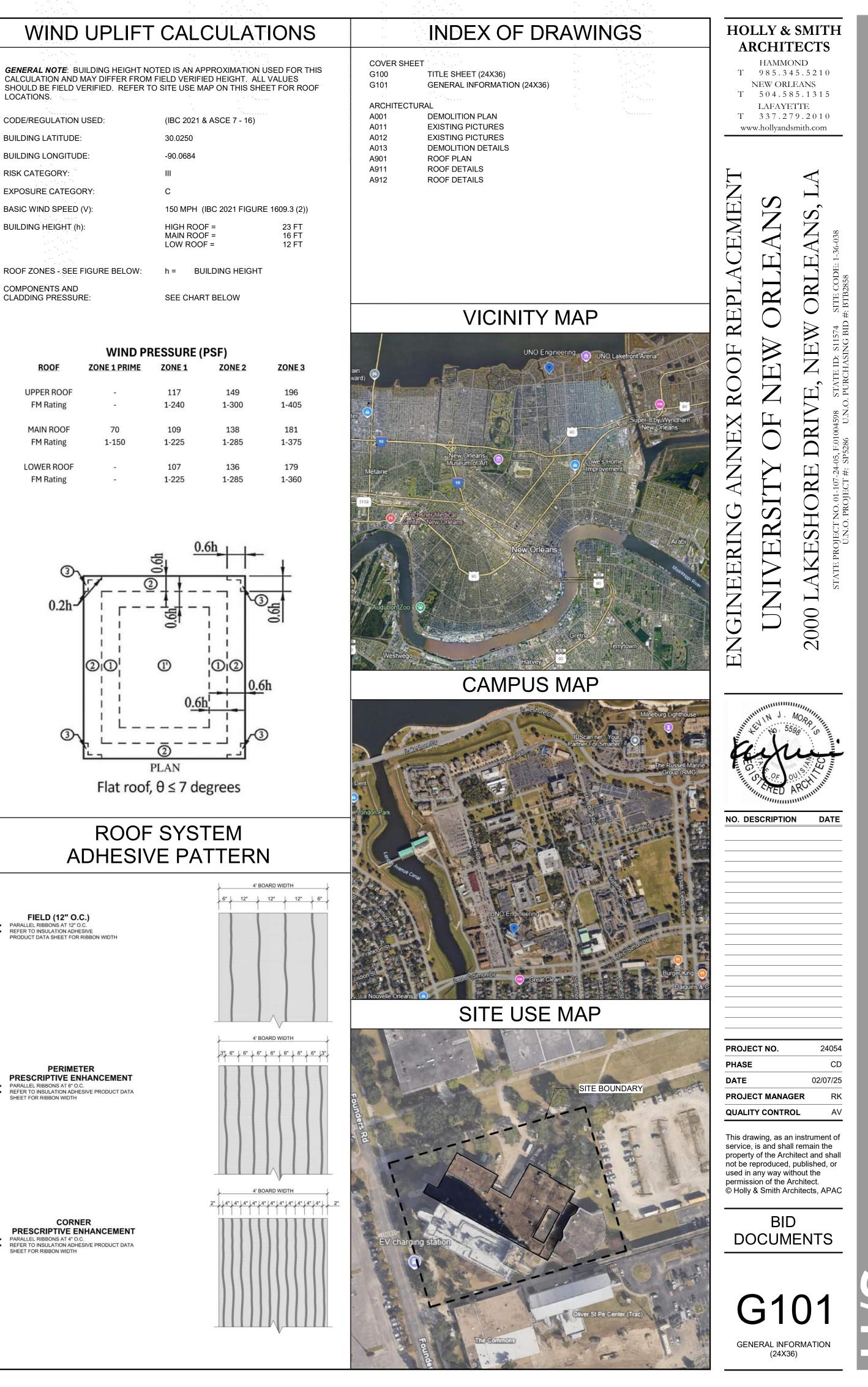
LS	LIFE SAFETY
LVT	LUXURY VINYL TILE
	MANUFACTURER
MAX	MAXIMUM
MB	MARKER BOARD
MDF	MEDIUM DENSITY
	FIBERBOARD
MECH	MECHANICAL
MEP	
	PLUMBING
MIN	MINIMUM
	T MODIFIED BITUMEN
MTL	METAL
N/A	
NIC	
NO	NUMBER
NOM	NOMINAL
NTS	NOT TO SCALE
OC	ON CENTER
OF/CI	
	CONTRACTOR INSTALLED
ОН	OPPOSITE HAND
OPP	OPPOSITE
OVHD	OVERHEAD
	PERFORATED
	PERMEABLE
PLAM	PLASTIC LAMINATE
PLWD	PLYWOOD
PT	PRESSURE TREATED
PTD	
RB	RESILIENT BASE
RCP	REFLECTED CEILING PLAN
RD	ROOF DRAIN
RE	REFER
REQ'D	
REV	REVISION
RM	ROOM
RO	ROUGH OPENING
SB	SMART BOARD
SCW	SOLID CORE WOOD
SIM	SIMILAR
SPEC	SPECIFIED OR SPECIFICATION
SS	STAINLESS STEEL
STC	SOUND TRANSMISSION
	COEFFICIENT
STL	STEEL
SQ	SQUARE
T&G	TONGUE & GROOVE
TB	TACK BOARD
TBD	TO BE DETERMINED
TEL	TELEPHONE
TEMP	TEMPORARY
Т.О.	TOP OF
TOS	TOP OF STEEL
TS	TUBE STEEL
	TYPICAL
UNO	UNLESS NOTED OTHERWISE
VCT	VINYL COMPOSITE TILE
VIF .	VERIFY IN FIELD
VPAB	VAPOR PERMEABLE AIR
	BARRIER
W/	WITH
W/O	WITHOUT
WB	WOOD BASE
WD	WOOD
WH	WATER HEATER
WWF	
	WELDED WIRE FABRIC
	WELDED WIRE FABRIC

LOCATIONS. CODE/REGULATION USED: (IBC 2021 & ASCE 7 - 16)

BUILDING LATITUDE:	30.0250	
BUILDING LONGITUDE:	-90.0684	
RISK CATEGORY:	III	
EXPOSURE CATEGORY:	С	
BASIC WIND SPEED (V):	150 MPH (IBC 2021 FIGURE 160	09.3
BUILDING HEIGHT (h):	HIGH ROOF = MAIN ROOF = LOW ROOF =	23 F 16 F 12 F
ROOF ZONES - SEE FIGURE BELOW:	h = BUILDING HEIGHT	
COMPONENTS AND CLADDING PRESSURE:	SEE CHART BELOW	

WIND PRESSURE (PSF)				
ROOF	ZONE 1 PRIME	ZONE 1	ZONE 2	ZONE
UPPER ROOF	-	117	149	196
FM Rating	-	1-240	1-300	1-405
MAIN ROOF	70	109	138	181
FM Rating	1-150	1-225	1-285	1-375
LOWER ROOF	-	107	136	179
FM Rating	-	1-225	1-285	1-360





## **PROJECT INFORMATION**

PROJECT DESCRIPTION: REPLACE THE ROOF SHOWN IN THE DOCUMENTS OF THE

PROJECT ADDRESS: HISTORIC DISTRICT:

EXISTING ZONING: FEMA FLOOD ZONE: EXISTING USE: PROPOSED USE: RENOVATED

BUILDING CODES:

ROOF AREA: MOUNTED EQUIPMENT WALKBOARD PATHWAYS

2000 LAKESHORE DRIVE, NEW ORLEANS, LA 70148 HUC - HISTORIC URBAN CORR. USE RESTRICTION OVERLAY DIST. EC - ENHANCEMENT CORRIDOR OVERLAY DISTRICT PLANNING DISTRICT:

ASSOCIATED FLASHING, ETC.

UNOCCUPIED ROOF

UNOCCUPIED ROOF

# APPLICABLE CODES

2015 LIFE SAFETY CODE (NFPA 101, EXCLUDING CHAPTER 5) 2021 INTERNATIONAL BUILDING CODE (IBC, EXCLUD. CHAPTERS 1, 11, & 27) 2021 INTERNATIONAL ENERGY CONSERVATION CODE (IECC) 2021 INTERNATIONAL MECHANICAL CODE (IMC) 2021 INTERNATIONAL FUEL GAS CODE 2021 NATIONAL ELECTRIC CODE (NFPA 70) 2015 INTERNATIONAL PLUMBING CODE 2019 NFPA 10 - FIRE EXTINGUISHERS 2019 NFPA 13, 13R, & 13D - AUTOMATIC SPRINKLER SYSTEMS 2019 NFPA 20 – STATIONARY FIRE PUMPS 2019 NFPA 72 - FIRE ALARM SYSTEMS 2019 NFPA 96 - HOOD AND EXHAUST SYSTEMS IN COMMERICAL KITCHENS 2019 ASME A17.1 SAFETY CODE FOR ELEVATORS AND ESCALATORS OTHER CODES: AMERICAN NATIONAL STANDARD INSTITUTE (ANSI) UL FIRE RESISTANCE DIRECTORY 2007 ANSI/ASHRAE/IES STANDARD 90.1 - ENERGY CODE FOR BUILDINGS [NOTE: THE CURRENT EDITIONS OF CODES AND STANDARDS ENFORCED BY THE CURRENT STATUES OF THE STATE OF LOUISIANA IN LOUISIANA ADMINISTRATIVE CODE, TITLE 55-V.103 AND 303 SHALL BE REFERENCED ON THIS PROJECT.]

EC - EDUCATIONAL CAMPUS N/A

EXISTING ENGINEERING BUILDING. REWORK OR REPLACE

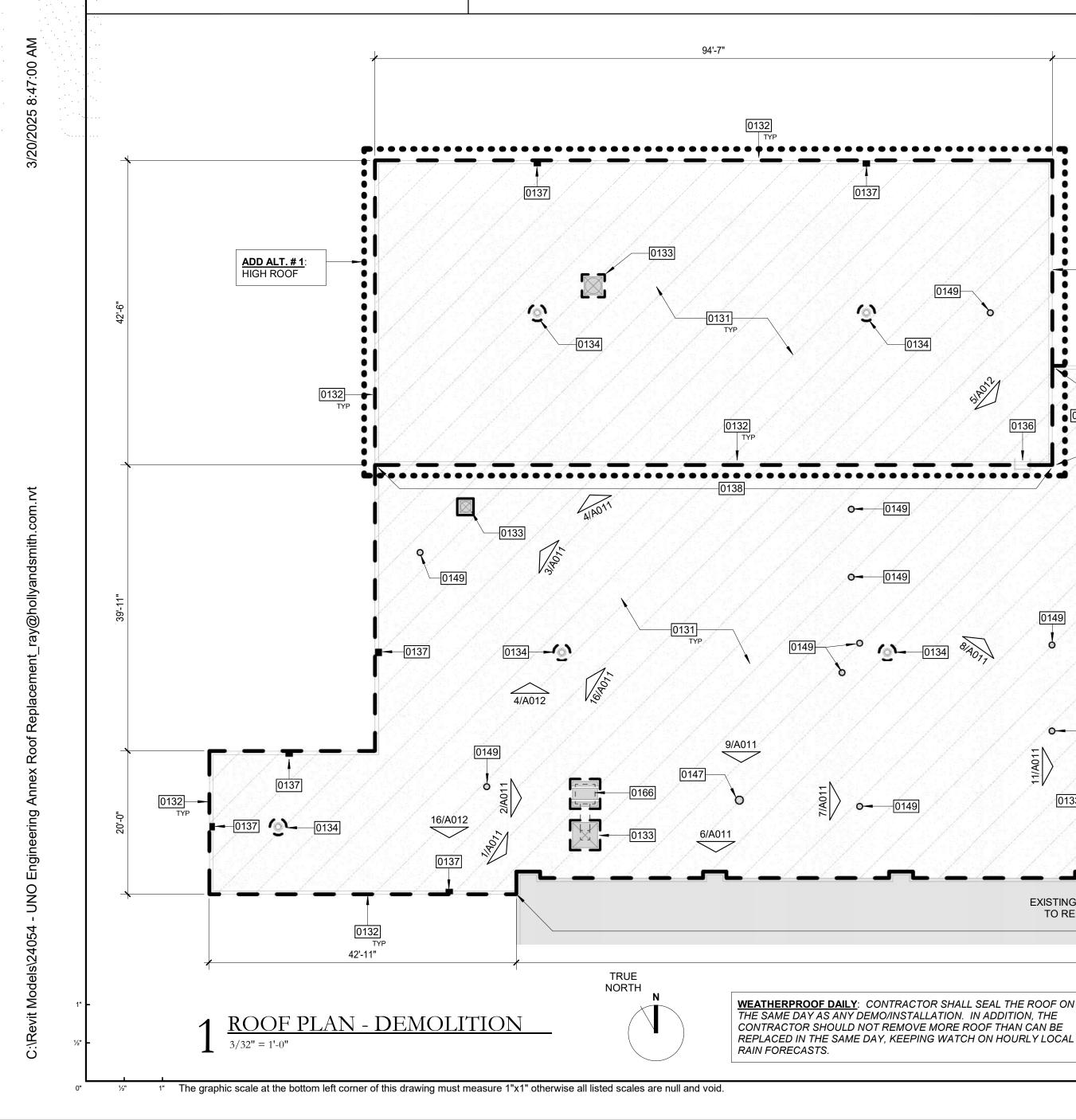
29,500 SF

## **GENERAL NOTES**

- EXISTING ROOF: BUILT UP ROOF WITH BROADCAST AGGREGATE ON TAPERED PERLITE WITH APPROXIMATELY 3" THICK AT EDGE OF ROOF DRAINS AND 9-1/2" THICK AT ROOF PERIMETER. PERLITE APPEARS TO BE SET IN PITCH DIRECTLY ON CAST IN PLACE CONCRETE DECK.
- CLEAN EXISTING CONCRETE DECK SUFFICIENTLY TO PROVIDE A SURFACE SUITABLE FOR ADHESIVE ATTACHMENT OF THE NEW RIGID INSULATION. PROVIDE ONE SQUARE SAMPLE AREA FOR CONFIRMATION WITH ROOFING MEMBRANE MANUFACTURER.
- DIMENSIONS, ROOF THICKNESSES, LOCATIONS, SIZES AND ORIENTATIONS OF ALL ROOF AREAS AND ROOF MOUNTED ITEMS ARE ALL APPROXIMATE. FIELD VERIFY ALL CONDITIONS THROUGHOUT.
- UNLESS NOTED OTHERWISE, DASHED LINES INDICATE WORK TO BE DEMOLISHED AND REMOVED.
- DRAWINGS ARE DIAGRAMMATIC AND DO NOT SHOW EVERY ITEM TO BE DEMOLISHED; WHETHER LISTED OR NOT, REMOVE ALL COMPONENTS NEEDED FOR NEW WORK.
- PROTECT ALL WORK THAT IS SCHEDULED TO REMAIN FROM DAMAGE.
- PRIOR TO EXECUTING WORK, NOTIFY THE ARCHITECT IF CONDITIONS DEVIATE FROM WHAT IS SHOWN.
- DEMOLISH ALL LIGHTNING PROTECTION SYSTEM COMPONENTS THROUGHOUT WITH THE EXCEPTION OF ALUMINUM THREADED GROUND RODS ATTACHED TO ROOF DECK.
- SALVAGE ALL STAINLESS STEEL FLASHING AND COPING FOR DELIVERY TO METAL RECYCLING COMPANY. OWNER WILL COLLECT VALUE OF RECYCLED MATERIAL.
- 10. CONFIRM IF CONDUIT OR PIPE PENETRATIONS ARE STILL IN SERVICE. WHERE NO LONGER IN USE AND/OR CAPPED ABOVE ROOF, REMOVE LINE TO BELOW ROOF DECK AND CAP. WHERE STILL IN USE, REMOVE ALL PITCH POCKETS, MASTIC, LEAD FLASHING AND PREPARE FOR LIQUID FLASHING.
- 1. CUT BACK TREE BRANCHES FROM EXTERIOR FACE OF ROOF PARAPET 24" CLEAR MIN. THERE SHALL BE NO TREE BRANCHES ABOVE THE ROOF OR PARAPET.

## **KEYNOTE LEGEND**

- 0130 DEMOLITION ROOF HATCH ASSEMBLY AND WOOD BLOCKING DOWN TO TOP OF CONCRETE ROOF DECK. SEE DETAIL - 8 / A013 0131 DEMOLISH ALL OF ROOF SYSTEM DOWN TO TOP OF CONCRETE ROOF DECK WITHIN THE HATCHED AREA ENCLOSED BY BOLD DASHED LINE. THIS INCLUDES ALL STAINLESS STEEL COUNTER FLASHING AT CAST STONE PANEL REGLETS, FLASHING, SEALANT, AGGREGATE, MEMBRANES, INSULATION, CANTS AND PITCH POCKETS. 0132 DEMOLISH ALL STAINLESS STEEL COPING, FASTENERS, CLEATS AND WOOD BLOCKING AT TOP OF PARAPET TYPICAL. SEE DETAIL -1 / A013 0133 DEMOLISH MEMBRANE FLASHING AND CANT STRIP AT BASE OF EXHAUST FAN CURB. EXISTING CURB AND COUNTERFLASHING TO REMAIN. SEE DETAIL - 5 / A013 0134 DEMOLISH ROOF DRAIN DOME, COLLAR, BOLTS AND ANY ROOF MEMBRANE OR MASTIC ATTACHED TO THE DRAIN BASIN. EXISTING DRAIN BASIN TO REMAIN. SEE DETAIL - 9 / A013 0135 REMOVE BASE FLASHING ON GALVANIZED STEEL SUPPORT POSTS AT CONDUITS RUNS. CONDUIT AND SUPPORT POSTS ARE EXISTING TO REMAIN AND SHALL REMAIN IN OPERATION THROUGHOUT RENOVATION. 0136 EXISTING GALVANIZED STEEL LADDER TO REMAIN. 0137 DEMOLISH STAINLESS STEEL THROUGH WALL SCUPPER ENCLOSURE, WOOD BLOCKING, CAN STRIP, MEMBRANE FLASHING AND MASTIC. EXISTING CAST STONE PANEL ROUGH OPENING TO REMAIN. SEE DETAIL - 3 / A013 0138 DEMOLISH ALL SEALANT AND BACKER ROD FROM VERTICAL JOINTS IN EXTERIOR FACE OF CAST STONE PANELS ALONG THIS WALL, FROM TOP OF CONCRETE DECK TO TOP OF PARAPET ABOVE. PREPARE JOINT FOR NEW SEALANT INSTALLATION. 0139 DEMOLISH ALL SEALANT AND BACKER ROD FROM VERTICAL JOINTS
- IN EXTERIOR FACE OF CAST STONE PANELS ALONG THIS WALL, FROM TOP OF CONCRETE DECK TO HORIZONTAL JOINT APPROXIMATELY 12'-0" ABOVE TOP OF ROOF DECK. PREPARE JOINT FOR NEW SEALANT INSTALLATION.
- 0147 DEMOLISH METAL JACK VENT ASSEMBLY AND WOOD BLOCKING DOWN TO TOP OF CONCRETE ROOF DECK.





0148 DEMOLISH METAL GOOSE NECK VENT ASSEMBLY, METAL FLASHING, WOOD BLOCKING AND/OR CURB DOWN TO TOP OF CONCRETE ROOF DECK. SEE DETAIL - 7 / A013

0149 DEMOLISH ALL LEAD FLASHING, MEMBRANE, MASTIC AND SEALANT ON VENT PIPE DOWN TO TOP OF CONCRETE ROOF DECK. SEE DETAIL - 10 / A013

0150 DISCONNECT EXHAUST FAN ASSEMBLY, REMOVE FROM SUPPORT CURB AND SET ASIDE FOR RE-INSTALLATION ON NEW CURB. DEMOLISH EXISTING SUPPORT CURB ASSEMBLY AND BLOCKING DOWN TO TOP OF CONCRETE ROOF DECK. SEE DETAIL - 6 / A013

0161 PULL BACK LIGHTNING PROTECTION ATTACHED TO THIS PARAPET AND ACCESS LADDER AND SECURE TO N.I.C. ROOF UNTIL RENOVATION WORK IS COMPLETE AND REINSTALL.

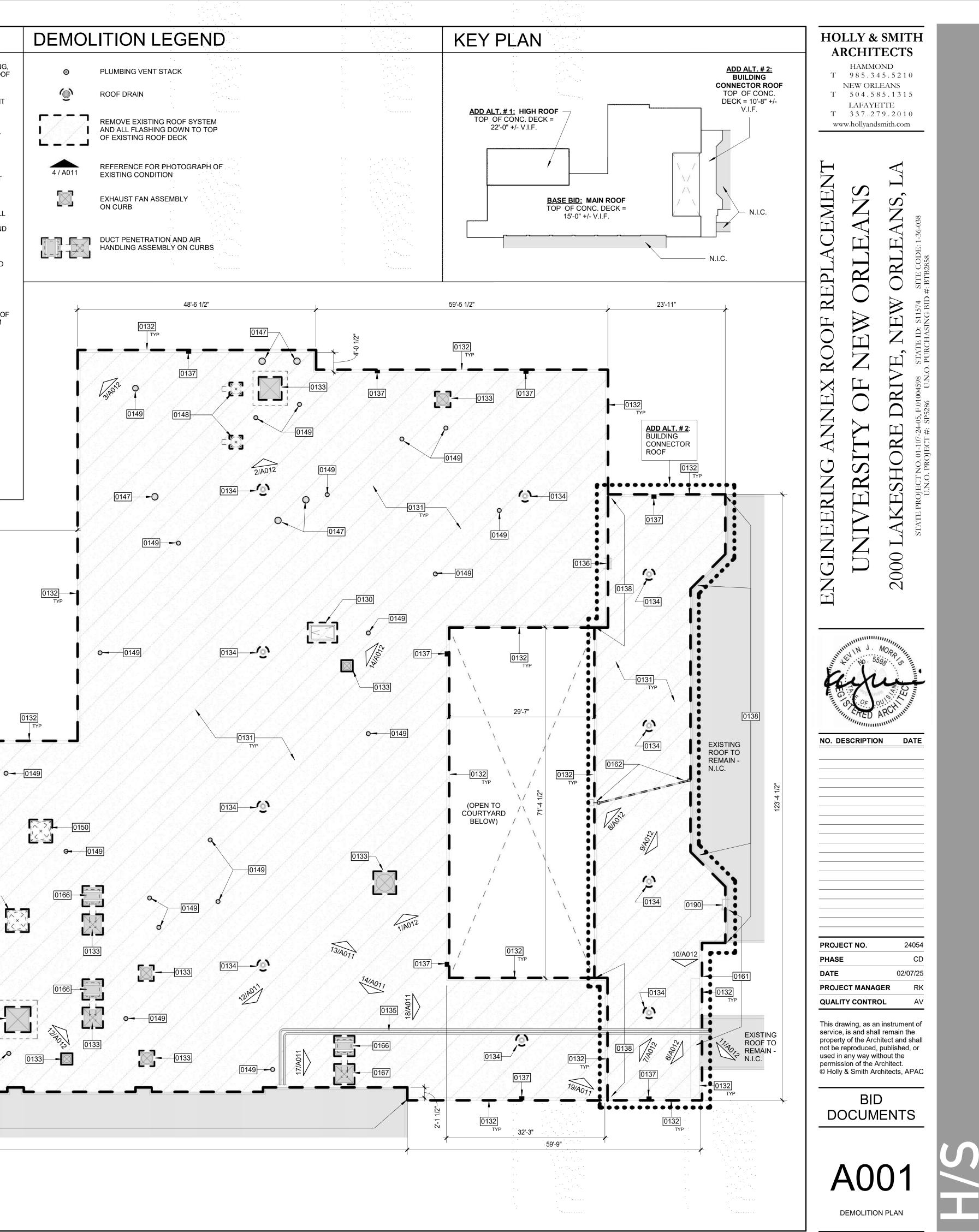
0162 DISCONNECT POWER TO PARAPET MOUNTED LIGHT FIXTURE, PULL BACK WIRING TO AN INTERIOR LOCATION AND DEMOLISH (2) 1" DIAMETER GALV. METAL CONDUITS, FITTINGS, JUCTION BOXES AND SUPPORT CURBS WITHIN THE DEMOLISHED ROOF AREA. LIGHT FIXTURE IS EXISTING TO REMAIN.

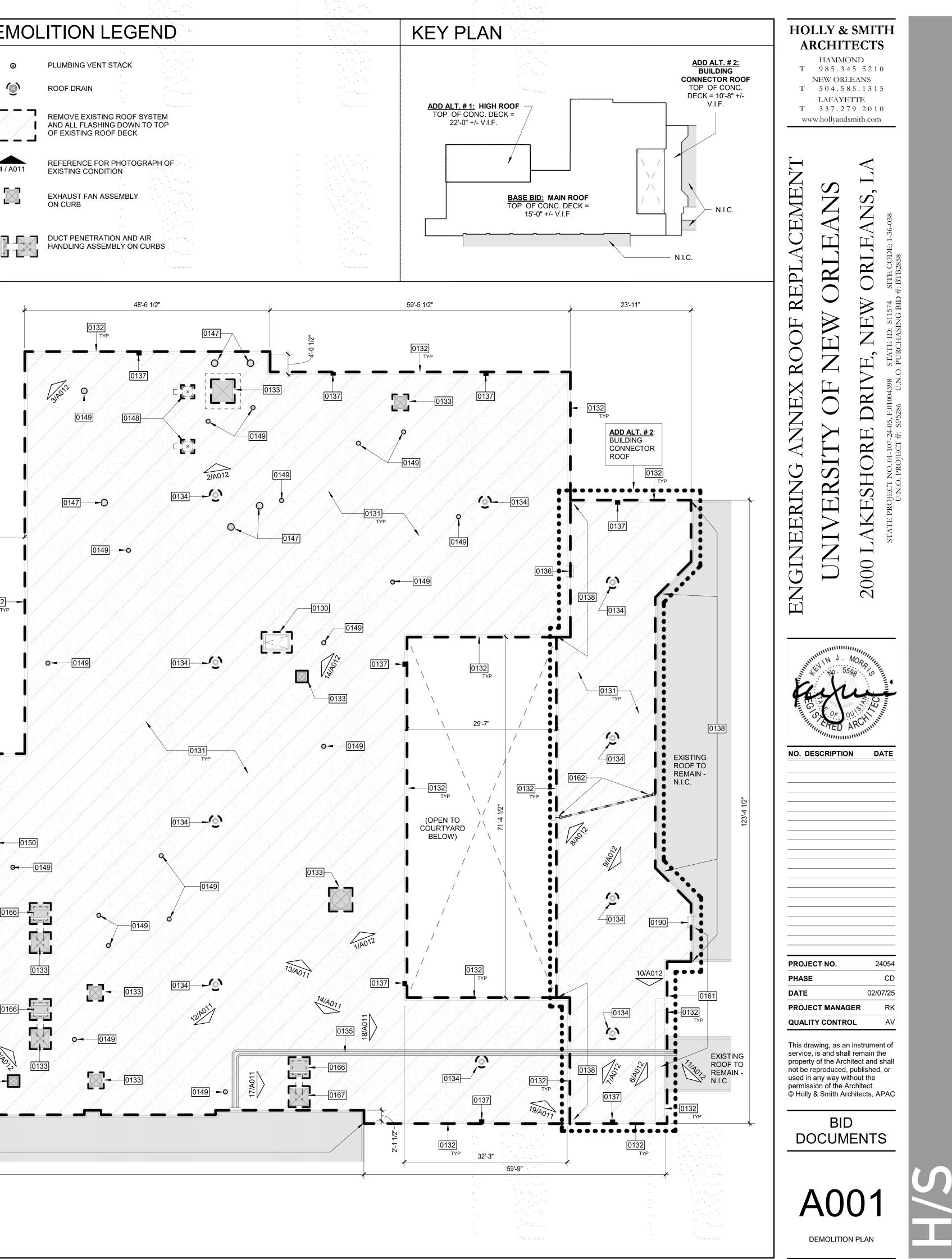
0166 DEMOLISH ALL METAL FLASHING, MEMBRANE, CANTS, MASTIC AND BLOCKING AT CONCRETE SUPPORT BASE. TEMPORARILY DISCONNECT AND REMOVE AIR HANDLER ASSEMBLY, SHOCK ABSORBER BASE, AND STEEL BEAM DUNNAGE FROM TOP OF CONCRETE SUPPORT BASE. SEE DETAIL - 4 / A013

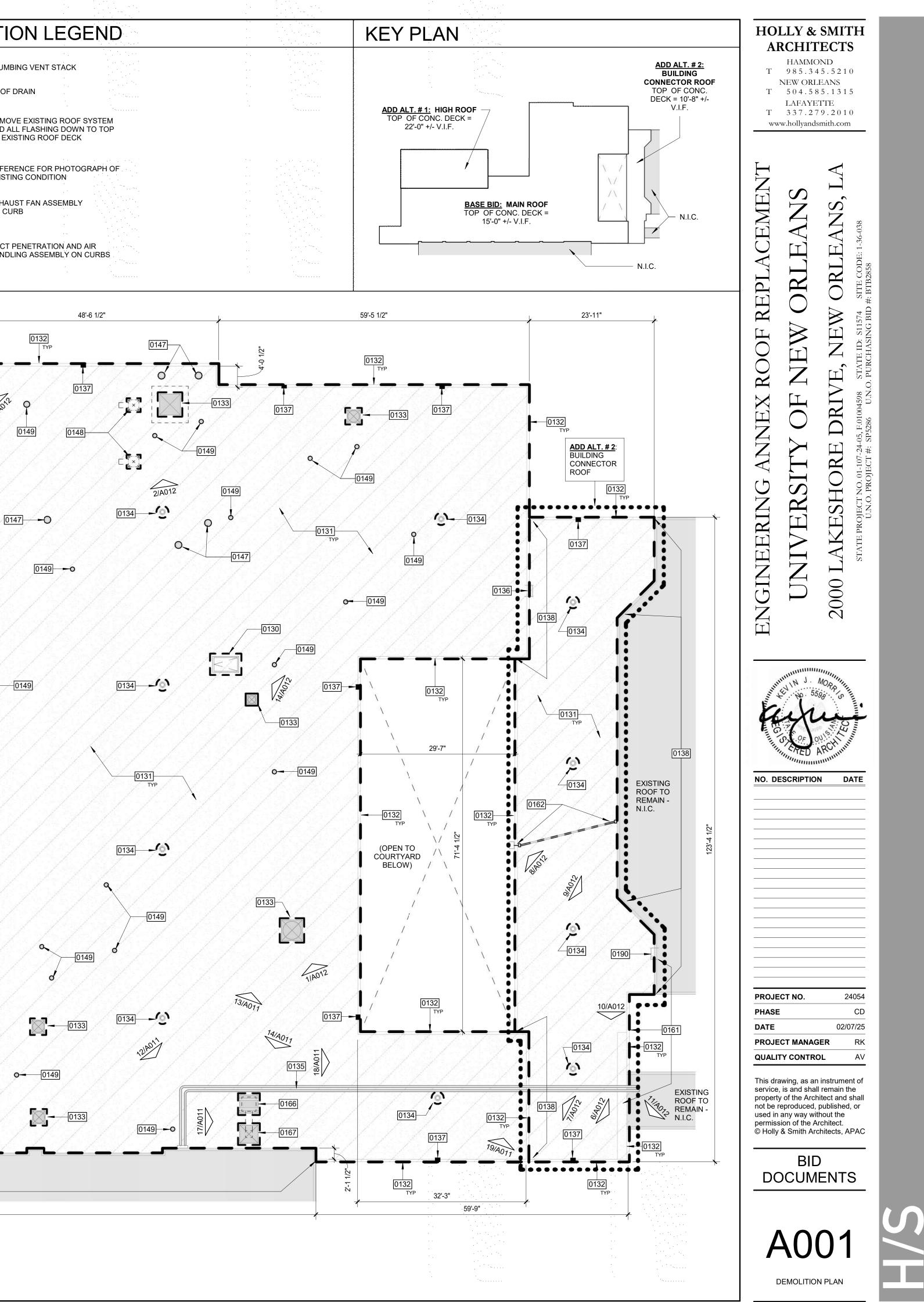
0167 DEMOLISH MEMBRANE FLASHING AND CANT STRIPS. PREP FACE OF CURB AND DUCT TRANSITION FOR NEW LIQUID FLASHING SYSTEM AT BASE.

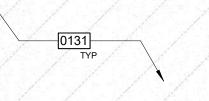
43'-5"

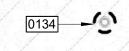
0190 EXISTING TO REMAIN - N.I.C.

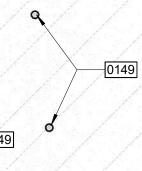


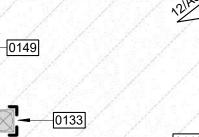


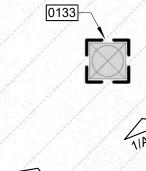


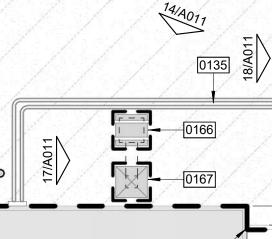












EXISTING TOWER ROOF TO REMAIN - N.I.C.

0133

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0139

185'-5"



	KEYNOTE LEGEND
0130	DEMOLITION ROOF HATCH ASSEMBLY AND WOOD BLOCKING DOWN TO TOP OF CONCRETE ROOF DECK. SEE DETAIL - 8 / A013
0131	DEMOLISH ALL OF ROOF SYSTEM DOWN TO TOP OF CONCRETE ROOF DECK WITHIN THE HATCHED AREA ENCLOSED BY BOLD DASHED LINE. THIS INCLUDES ALL STAINLESS STEEL COUNTER FLASHING AT CAST STONE PANEL REGLETS, FLASHING, SEALANT, AGGREGATE, MEMBRANES, INSULATION, CANTS AND PITCH POCKETS.
0132	DEMOLISH ALL STAINLESS STEEL COPING, FASTENERS, CLEATS AND WOOD BLOCKING AT TOP OF PARAPET TYPICAL. SEE DETAIL - 1 / A013
0133	DEMOLISH MEMBRANE FLASHING AND CANT STRIP AT BASE OF EXHAUST FAN CURB. EXISTING CURB AND COUNTERFLASHING TO REMAIN. SEE DETAIL - 5 / A013
0134	DEMOLISH ROOF DRAIN DOME, COLLAR, BOLTS AND ANY ROOF MEMBRANE OR MASTIC ATTACHED TO THE DRAIN BASIN. EXISTING DRAIN BASIN TO REMAIN. SEE DETAIL - 9 / A013
0135	REMOVE BASE FLASHING ON GALVANIZED STEEL SUPPORT POSTS AT CONDUITS RUNS. CONDUIT AND SUPPORT POSTS ARE EXISTING TO REMAIN AND SHALL REMAIN IN OPERATION THROUGHOUT RENOVATION.
0136	EXISTING GALVANIZED STEEL LADDER TO REMAIN.
0138	DEMOLISH ALL SEALANT AND BACKER ROD FROM VERTICAL JOINTS IN EXTERIOR FACE OF CAST STONE PANELS ALONG THIS WALL, FROM TOP OF CONCRETE DECK TO TOP OF PARAPET ABOVE. PREPARE JOINT FOR NEW SEALANT INSTALLATION.
0139	DEMOLISH ALL SEALANT AND BACKER ROD FROM VERTICAL JOINTS IN EXTERIOR FACE OF CAST STONE PANELS ALONG THIS WALL, FROM TOP OF CONCRETE DECK TO HORIZONTAL JOINT APPROXIMATELY 12'-0" ABOVE TOP OF ROOF DECK. PREPARE JOINT FOR NEW SEALANT INSTALLATION.
0147	DEMOLISH METAL JACK VENT ASSEMBLY AND WOOD BLOCKING DOWN TO TOP OF CONCRETE ROOF DECK.
0149	DEMOLISH ALL LEAD FLASHING, MEMBRANE, MASTIC AND SEALANT ON VENT PIPE DOWN TO TOP OF CONCRETE ROOF DECK. SEE DETAIL - 10 / A013
0152	DEMOLISH ALL METAL FLASHING, FASTENERS, MEMBRANE, MASTIC AND SEALANT AT PERIMETER OF AIR HANDLER SUPPORT BASE.
0153	TEMPORARILY DISCONNECT AND REMOVE AIR HANDLER ASSEMBLY, SHOCK ABSORBER BASE, AND STEEL BEAM DUNNAGE FROM TOP OF CONCRETE SUPPORT BASE.
0154	DEMOLISH ALL MASTIC, METAL FLASHING, FASTENERS, MEMBRANE FLASHING AND SEALANT FROM TOP AND PERIMETER OF AHU CONCRETE SUPPORT BASE.
0155	DEMOLISH ALL METAL SADDLE FLASHING, SEALANT, MASTIC AND FASTENERS WHERE PARAPET TERMINATES INTO WALL.
0156	DEMOLISH ALL MEMBRANE FLASHING, CANT STRIPS, METAL COUNTERFLASHING AND SEALANT AT PERIMETER BASE CONDITIONS.
0157	DEMOLISH ALL PITCH POCKETS THROUGHOUT. WHERE UTILITY PENETRATIONS ARE NO LONGER IN USE OR CAPPED, REMOVE LINE TO DOWN BELOW ROOF DECK AND CAP. WHERE UTILITY PENETRATIONS ARE STILL IN USE, REWORK PENETRATION AS NEEDED TO INSTALL LIQUID FLASHING AT BASE.
0158	PREP CONCRETE SURFACE FOR NEW ROOFING AS RECOMMENDED BY ROOF PRODUCT MANUFACTURER.
- 0162	DISCONNECT POWER TO PARAPET MOUNTED LIGHT FIXTURE, PULL BACK WIRING TO AN INTERIOR LOCATION AND DEMOLISH (2) 1" DIAMETER GALV. METAL CONDUITS, FITTINGS, JUCTION BOXES AND SUPPORT CURBS WITHIN THE DEMOLISHED ROOF AREA. LIGHT FIXTURE IS EXISTING TO REMAIN.
0165	PVC REGLET CAST IN STONE PANEL EXISTING TO REMAIN

- 0167 DEMOLISH MEMBRANE FLASHING AND CANT STRIPS. PREP FACE OF CURB AND DUCT TRANSITION FOR NEW LIQUID FLASHING SYSTEM AT BASE.
- 0360 PATCH SPALLED CAST STONE PANELS WITH FAST SET MORTAR RECOMMENDED BY MANUFACTURER FOR VERTICAL APPLICATIONS.
- 0742 RECONNECT AND MOUNT EXISTING AIR HANDLING UNIT WITH SHOCK ABSORBERS AND STEEL DUNNAGE TO CONCRETE BASE IN SAME CONFIGURATION AS ORIGINAL INSTALLATION. PREP, PRIME AND PAINT STEEL DUNNAGE WITH GALVANIZING PAINT. REPLACE EXISTING NUTS AT ANCHOR BOLTS AS NEEDED.



LAFAYETTE T 337.279.2010 www.hollyandsmith.com REPLACEMEN  $\boldsymbol{\mathcal{O}}$ Ζ Ц **DRLE** )RI **NEX ROOF** ίIJ N T] 1 H RI  $\frown$ ANN **JRE** VERSIT ENGINEERING SHC

HOLLY & SMITH ARCHITECTS

HAMMOND T 985.345.5210

NEW ORLEANS T 504.585.1315

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A011 EXISTING PICTURES





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# **KEYNOTE LEGEND**

- 0130 DEMOLITION ROOF HATCH ASSEMBLY AND WOOD BLOCKING DOWN TO TOP OF CONCRETE ROOF DECK. SEE DETAIL 8 / A013
- 0131 DEMOLISH ALL OF ROOF SYSTEM DOWN TO TOP OF CONCRETE ROOF DECK WITHIN THE HATCHED AREA ENCLOSED BY BOLD DASHED LINE. THIS INCLUDES ALL STAINLESS STEEL COUNTER FLASHING AT CAST STONE PANEL REGLETS, FLASHING, SEALANT, AGGREGATE, MEMBRANES, INSULATION, CANTS AND PITCH POCKETS.
- 0132 DEMOLISH ALL STAINLESS STEEL COPING, FASTENERS, CLEATS AND WOOD BLOCKING AT TOP OF PARAPET TYPICAL. SEE DETAIL -
- 0133 DEMOLISH MEMBRANE FLASHING AND CANT STRIP AT BASE OF EXHAUST FAN CURB. EXISTING CURB AND COUNTERFLASHING TO REMAIN. SEE DETAIL 1 / A013
- 0134 DEMOLISH ROOF DRAIN DOME, COLLAR, BOLTS AND ANY ROOF MEMBRANE OR MASTIC ATTACHED TO THE DRAIN BASIN. EXISTING DRAIN BASIN TO REMAIN. SEE DETAIL - 9 / A013
- 0135 REMOVE BASE FLASHING ON GALVANIZED STEEL SUPPORT POSTS AT CONDUITS RUNS. CONDUIT AND SUPPORT POSTS ARE EXISTING TO REMAIN AND SHALL REMAIN IN OPERATION THROUGHOUT RENOVATION.
- 0137 DEMOLISH STAINLESS STEEL THROUGH WALL SCUPPER ENCLOSURE, WOOD BLOCKING, CAN STRIP, MEMBRANE FLASHING AND MASTIC. EXISTING CAST STONE PANEL ROUGH OPENING TO REMAIN. SEE DETAIL - 3 / A013
- 0138 DEMOLISH ALL SEALANT AND BACKER ROD FROM VERTICAL JOINTS IN EXTERIOR FACE OF CAST STONE PANELS ALONG THIS WALL, FROM TOP OF CONCRETE DECK TO TOP OF PARAPET ABOVE. PREPARE JOINT FOR NEW SEALANT INSTALLATION.
- 0139 DEMOLISH ALL SEALANT AND BACKER ROD FROM VERTICAL JOINTS IN EXTERIOR FACE OF CAST STONE PANELS ALONG THIS WALL, FROM TOP OF CONCRETE DECK TO HORIZONTAL JOINT APPROXIMATELY 12'-0" ABOVE TOP OF ROOF DECK. PREPARE JOINT FOR NEW SEALANT INSTALLATION.
- 0148 DEMOLISH METAL GOOSE NECK VENT ASSEMBLY, METAL FLASHING, WOOD BLOCKING AND/OR CURB DOWN TO TOP OF CONCRETE ROOF DECK. SEE DETAIL -7 / A013
- 0149 DEMOLISH ALL LEAD FLASHING, MEMBRANE, MASTIC AND SEALANT ON VENT PIPE DOWN TO TOP OF CONCRETE ROOF DECK. SEE DETAIL - 10 / A013
- 0153 TEMPORARILY DISCONNECT AND REMOVE AIR HANDLER ASSEMBLY, SHOCK ABSORBER BASE, AND STEEL BEAM DUNNAGE FROM TOP OF CONCRETE SUPPORT BASE.
- 0154 DEMOLISH ALL MASTIC, METAL FLASHING, FASTENERS, MEMBRANE FLASHING AND SEALANT FROM TOP AND PERIMETER OF AHU CONCRETE SUPPORT BASE.
- 0155 DEMOLISH ALL METAL SADDLE FLASHING, SEALANT, MASTIC AND FASTENERS WHERE PARAPET TERMINATES INTO WALL.
- 0156 DEMOLISH ALL MEMBRANE FLASHING, CANT STRIPS, METAL COUNTERFLASHING AND SEALANT AT PERIMETER BASE CONDITIONS.
- 0157 DEMOLISH ALL PITCH POCKETS THROUGHOUT. WHERE UTILITY PENETRATIONS ARE NO LONGER IN USE OR CAPPED, REMOVE LINE TO DOWN BELOW ROOF DECK AND CAP. WHERE UTILITY PENETRATIONS ARE STILL IN USE, REWORK PENETRATION AS NEEDED TO INSTALL LIQUID FLASHING AT BASE.
- 0159 DEMOLISH ALL COMPONENTS OF LIGHTNING PROTECTION SYSTEM EXCEPT FOR ALUMINUM THREADED GROUNDING RODS ATTACHED TO ROOF DECK. FOR NEW ROOF FLASHING AT THREADED ROD SEE DETAIL - 7 / A911
- 0161 PULL BACK LIGHTNING PROTECTION ATTACHED TO THIS PARAPET AND ACCESS LADDER AND SECURE TO N.I.C. ROOF UNTIL RENOVATION WORK IS COMPLETE AND REINSTALL.
- DISCONNECT POWER TO PARAPET MOUNTED LIGHT FIXTURE, PULL BACK WIRING 0162 TO AN INTERIOR LOCATION AND DEMOLISH (2) 1" DIAMETER GALV. METAL CONDUITS, FITTINGS, JUCTION BOXES AND SUPPORT CURBS WITHIN THE DEMOLISHED ROOF AREA. LIGHT FIXTURE IS EXISTING TO REMAIN.

0190 EXISTING TO REMAIN - N.I.C.

HOLLY & SMITH ARCHITECTS HAMMOND T 985.345.5210 NEW ORLEANS T 504.585.1315 LAFAYETTE T 337.279.2010 www.hollyandsmith.com **CEME**]  $\boldsymbol{\mathcal{O}}$ ΤÌ Ш

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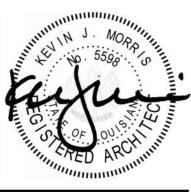
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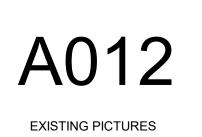


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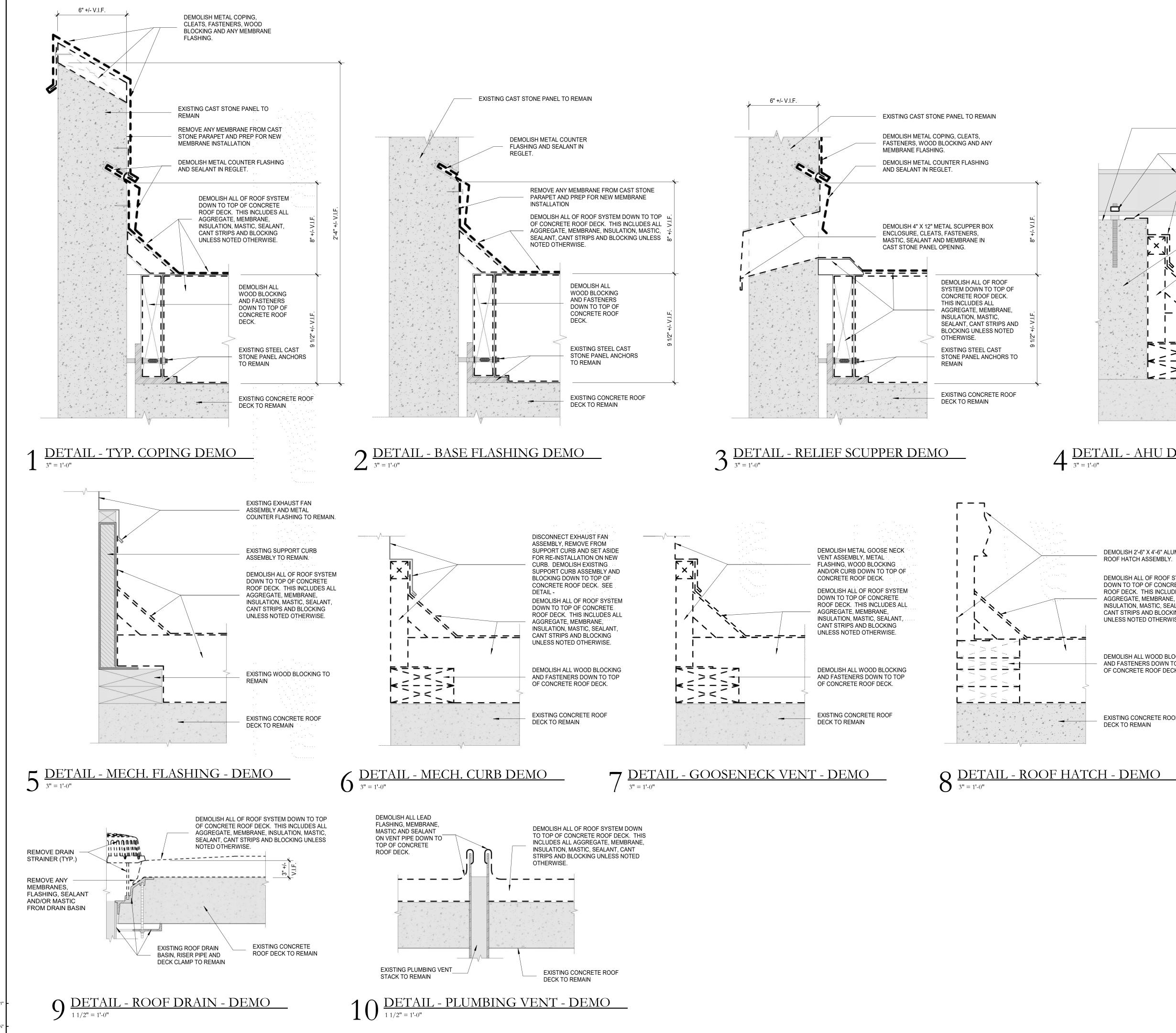
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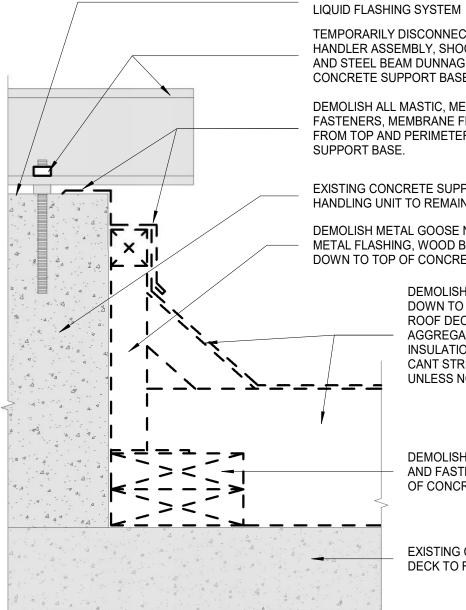




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<sup>1</sup>/<sub>2</sub>" 1" The graphic scale at the bottom left corner of this drawing must measure 1"x1" otherwise all listed scales are null and void.



PREP CONCRETE SURFACE FOR REINFORCED

TEMPORARILY DISCONNECT AND REMOVE AIR HANDLER ASSEMBLY, SHOCK ABSORBER BASE, AND STEEL BEAM DUNNAGE FROM TOP OF CONCRETE SUPPORT BASE.

DEMOLISH ALL MASTIC, METAL FLASHING, FASTENERS, MEMBRANE FLASHING AND SEALANT FROM TOP AND PERIMETER OF AHU CONCRETE SUPPORT BASE.

EXISTING CONCRETE SUPPORT BASE AT AIR HANDLING UNIT TO REMAIN.

DEMOLISH METAL GOOSE NECK VENT ASSEMBLY, METAL FLASHING, WOOD BLOCKING AND/OR CURB DOWN TO TOP OF CONCRETE ROOF DECK.

> DEMOLISH ALL OF ROOF SYSTEM DOWN TO TOP OF CONCRETE ROOF DECK. THIS INCLUDES ALL AGGREGATE, MEMBRANE, INSULATION, MASTIC, SEALANT, CANT STRIPS AND BLOCKING UNLESS NOTED OTHERWISE.

> DEMOLISH ALL WOOD BLOCKING AND FASTENERS DOWN TO TOP OF CONCRETE ROOF DECK.

EXISTING CONCRETE ROOF DECK TO REMAIN

# 4 DETAIL - AHU DUNNAGE BASE - DEMO

DEMOLISH 2'-6" X 4'-6" ALUMINUM ROOF HATCH ASSEMBLY.

DEMOLISH ALL OF ROOF SYSTEM DOWN TO TOP OF CONCRETE ROOF DECK. THIS INCLUDES ALL AGGREGATE, MEMBRANE, INSULATION, MASTIC, SEALANT CANT STRIPS AND BLOCKING UNLESS NOTED OTHERWISE.

DEMOLISH ALL WOOD BLOCKING AND FASTENERS DOWN TO TOP OF CONCRETE ROOF DECK.

EXISTING CONCRETE ROOF DECK TO REMAIN

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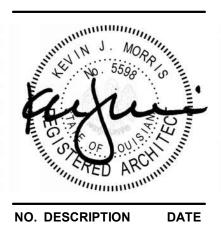
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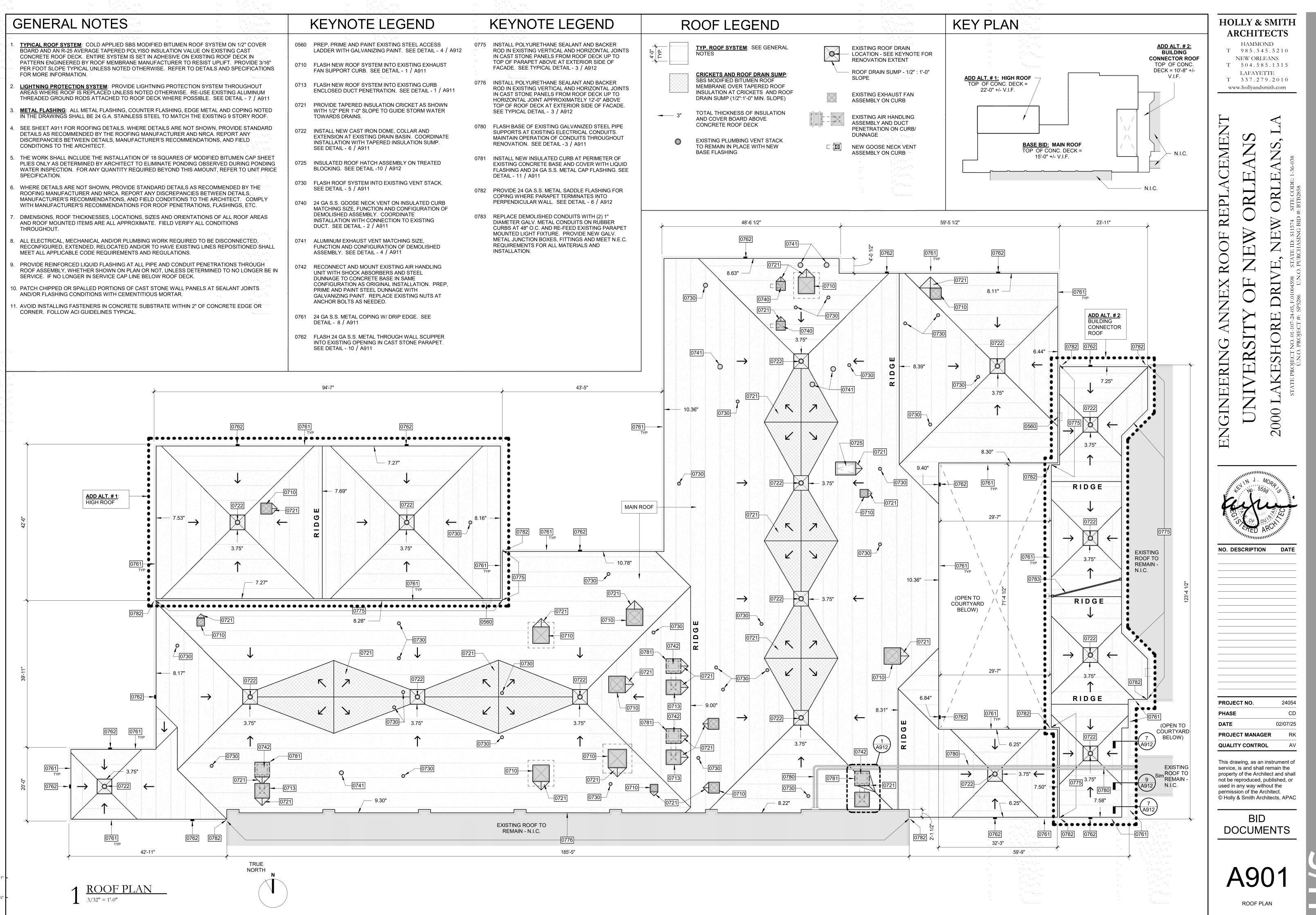




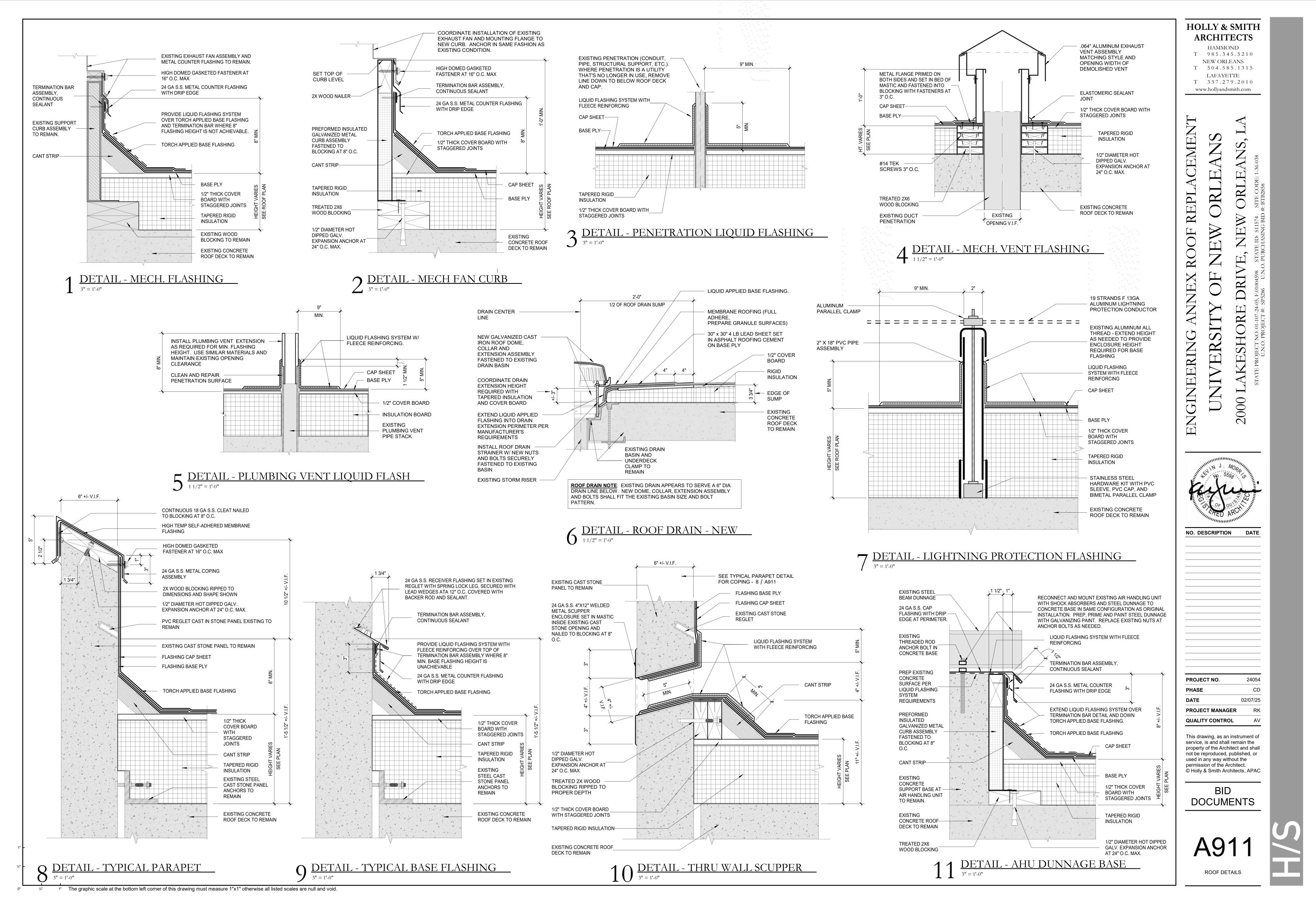
TYPICAL ROOF SYSTEM: COLD APPLIED SBS MODIFIED BITUMEN ROOF SYSTEM ON 1/2" COVER. BOARD AND AN R-25 AVERAGE TAPERED POLYISO INSULATION VALUE ON EXISTING CAST CONCRETE ROOF DECK. ENTIRE SYSTEM IS SET IN ADHESIVE ON EXISTING ROOF DECK IN PATTERN ENGINEERED BY ROOF MEMBRANE MANUFACTURER TO RESIST UPLIFT. PROVIDE 3/16" PER FOOT SLOPE TYPICAL UNLESS NOTED OTHERWISE. REFER TO DETAILS AND SPECIFICATIONS

- **LIGHTNING PROTECTION SYSTEM: PROVIDE LIGHTNING PROTECTION SYSTEM THROUGHOUT** AREAS WHERE ROOF IS REPLACED UNLESS NOTED OTHERWISE. RE-USE EXISTING ALUMINUM THREADED GROUND RODS ATTACHED TO ROOF DECK WHERE POSSIBLE. SEE DETAIL - 7 / A911
- DETAILS AS RECOMMENDED BY THE ROOFING MANUFACTURER AND NRCA. REPORT ANY DISCREPANCIES BETWEEN DETAILS, MANUFACTURER'S RECOMMENDATIONS, AND FIELD CONDITIONS TO THE ARCHITECT.
- PLIES ONLY AS DETERMINED BY ARCHITECT TO ELIMINATE PONDING OBSERVED DURING PONDING WATER INSPECTION. FOR ANY QUANTITY REQUIRED BEYOND THIS AMOUNT, REFER TO UNIT PRICE SPECIFICATION.
- WHERE DETAILS ARE NOT SHOWN, PROVIDE STANDARD DETAILS AS RECOMMENDED BY THE ROOFING MANUFACTURER AND NRCA. REPORT ANY DISCREPANCIES BETWEEN DETAILS, MANUFACTURER'S RECOMMENDATIONS, AND FIELD CONDITIONS TO THE ARCHITECT. COMPLY WITH MANUFACTURER'S RECOMMENDATIONS FOR ROOF PENETRATIONS, FLASHINGS, ETC.
- AND ROOF MOUNTED ITEMS ARE ALL APPROXIMATE. FIELD VERIFY ALL CONDITIONS THROUGHOUT.
- ALL ELECTRICAL, MECHANICAL AND/OR PLUMBING WORK REQUIRED TO BE DISCONNECTED, MEET ALL APPLICABLE CODE REQUIREMENTS AND REGULATIONS.
- PROVIDE REINFORCED LIQUID FLASHING AT ALL PIPE AND CONDUIT PENETRATIONS THROUGH SERVICE. IF NO LONGER IN SERVICE CAP LINE BELOW ROOF DECK.
- AND/OR FLASHING CONDITIONS WITH CEMENTITIOUS MORTAR.
- 1. AVOID INSTALLING FASTENERS IN CONCRETE SUBSTRATE WITHIN 2" OF CONCRETE EDGE OR CORNER. FOLLOW ACI GUIDELINES TYPICAL.

- FAN SUPPORT CURB. SEE DETAIL 1 / A911 0713 FLASH NEW ROOF SYSTEM INTO EXISTING CURB TOWARDS DRAINS. 0722 INSTALL NEW CAST IRON DOME, COLLAR AND SEE DETAIL - 6 / A911 BLOCKING. SEE DETAIL -10 / A912 SEE DETAIL - 5 / A911 DEMOLISHED ASSEMBLY. COORDINATE INSTALLATION WITH CONNECTION TO EXISTING DUCT. SEE DETAIL - 2 / A911 0741 ALUMINUM EXHAUST VENT MATCHING SIZE, ASSEMBLY. SEE DETAIL - 4 / A911 UNIT WITH SHOCK ABSORBERS AND STEEL DUNNAGE TO CONCRETE BASE IN SAME
- ANCHOR BOLTS AS NEEDED.
- SEE DETAIL 10 / A911

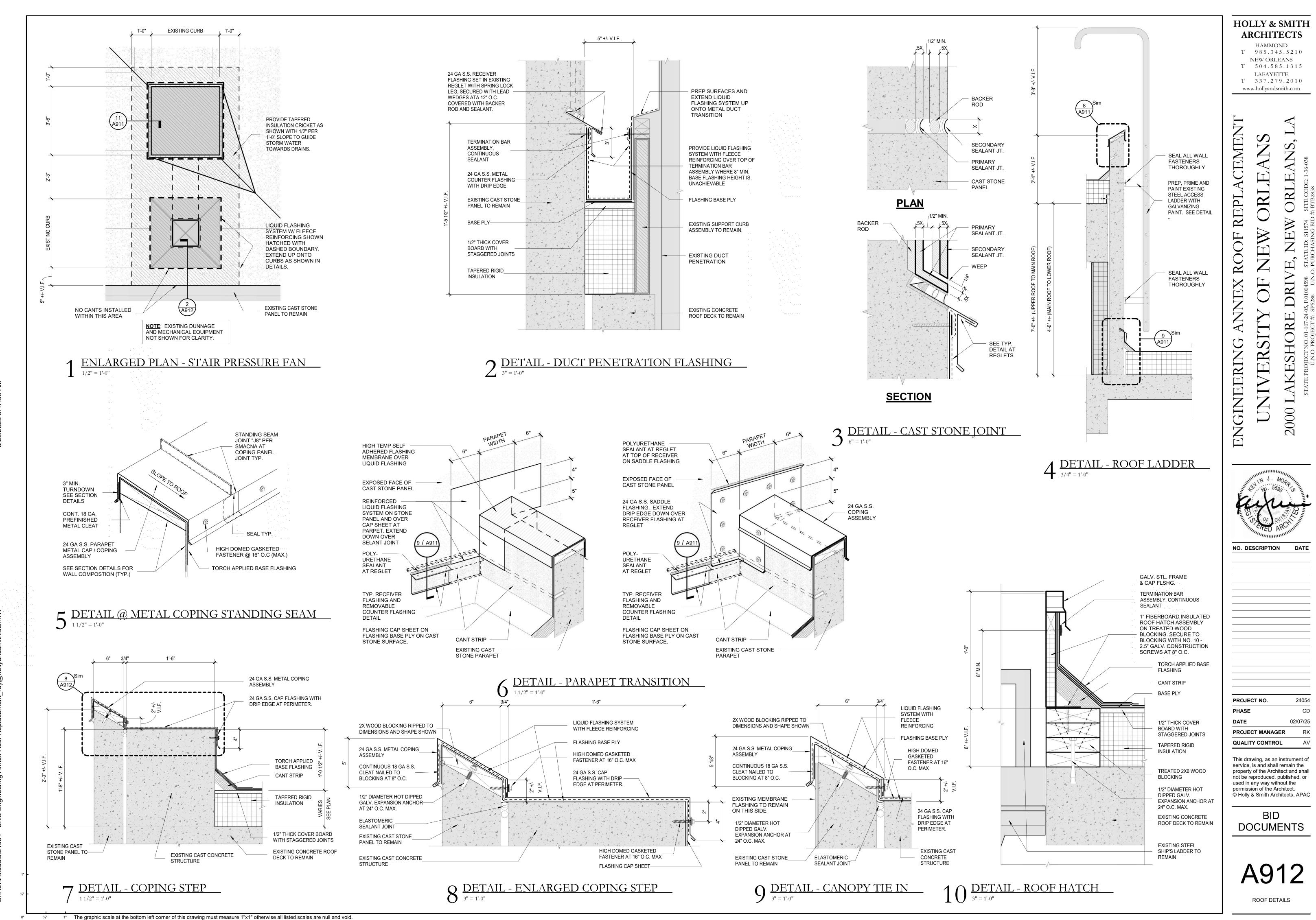


<sup>1</sup>/<sub>2</sub>" The graphic scale at the bottom left corner of this drawing must measure 1"x1" otherwise all listed scales are null and void.



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