

## **NOTICE TO BIDDERS**

#### **ST. TAMMANY PARISH**

Sealed bids will be received by the Department of Procurement, until 2:00 p.m., **Tuesday, July 8**, **2025**, and then opened and read publicly at that time by the Procurement Staff for the following project:

#### Bid # 25-16-2 – Camp Salmen Historic Lodge Restoration

Each paper bid must be submitted in a sealed envelope. The outside of the envelope shall show the Name and Address of the Bidder, the State Contractor's License Number of the Bidder (if the work is estimated at \$50k or more), the Bid Name and the Bid Number.

#### The project classification is:

#### **Commercial Building Construction**

This bid package is available online at <u>www.bidexpress.com</u> or LaPAC <u>https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm</u>. It is the Vendor's responsibility to check Bid Express, or LaPAC frequently for any possible addenda that may be issued. The Parish is not responsible for a Vendor's failure to download any addenda documents required to complete a submission.

# A Mandatory pre-bid meeting will be held at Camp Salmen Lodge, located at 35122 Parish Parkway, Slidell, LA 70460, on Tuesday, June 24, 2025, at 10:00am.

Bids will be received at 21454 Koop Dr., Suite 2F, Mandeville, LA 70471 from each bidder or his agent and given a written receipt, by certified mail with return receipt requested, or electronically at <u>www.bidexpress.com</u>.

Procurement Department

# **BID PROPOSAL**

ST. TAMMANY PARISH GOVERNMENT



#### BID PACKAGE FOR

## **Camp Salmen Historic Lodge Restoration**

BID NO.: 25-16-2

April 28, 2025

#### Section 01

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#### **Instructions to Bidders**

Bidders are urged to promptly review the requirements of this specification and submit questions for resolution as early as possible during the bid period. Questions or concerns must be submitted in writing to the Procurement Department no later than 2:00 CST seven (7) working days prior to the bid opening date. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications is clear and that competitive bids may be obtained as specified herein. Protests with regard to the specification documents will not be considered after bids are opened.

- 1. Bid security is required. Be sure that your bid includes such security as is necessary to meet Parish requirements and is properly signed. The bid must be fully completed. All applicable Louisiana license numbers must be affixed.
- 2. The Owner is the St. Tammany Parish Government (the "Parish").
- 3. The terms "he/his" and "it/its" may be used interchangeably.
- 4. The terms "Owner," the "Parish," and "St. Tammany Parish" may be used interchangeably.
- 5. The successful Bidder understands the limited contract time in the contract is two hundred seventy (270) Calendar days, and shall submit any request for an extension of time in accordance with the General and Supplementary Conditions. Said request will reflect the days requested and the reason for same. No extension request is guaranteed or absolute.
- 6. Bidder specifically understands that acknowledgment of the General Conditions is required. Bidder specifically understands that signature of receipt of the General Conditions is mandated. The Bidder's signature on the "Louisiana Uniform Public Work Bid Form" will serve as acknowledgment of the Bidder's receipt and understanding of the General Conditions as well as any Supplementary Conditions.
- 7. *If any additional work* is performed by the contractor without <u>written approval</u> by owner, the cost of the work will be borne by the contractor and will not be reimbursed by the Parish.
- 8. **Only** the Louisiana Uniform Public Bid Form, the Unit Price Form (if necessary), the bid security, and written evidence of authority of person signing the bid shall be submitted on or before the bid opening time and date provided for in the Bid Documents. Necessary copies of the Louisiana Uniform Public Work Forms and Unit Price Forms (if necessary) will be furnished for Bidding. Bound sets of the Contract Documents are for Bidder's information and should not be used in submitting Bids.
- 9. All other documents and information required are to be submitted by the low Bidder within ten (10) days after the opening of the bids, and at the same time of day and location as given for the opening of the bids in the Bid Documents.
- 10. Each Bid must be submitted in a sealed envelope, unless submitted electronically. The outside of the envelope shall show the name and address of the Bidder, the State Contractor's License Number of the Bidder (if work requires contractor's license), and the Project name and the Bid number. In the case of an electronic bid proposal, a contractor may submit an authentic digital signature on the electronic bid proposal accompanied by the contractor's license number, Project name and the Bid number.
- 11. The price quoted for the Work shall be stated in words and figures on the Bid Form, and in figures only on the Unit Price Form. The price in the Bid shall include all costs necessary for the complete performance of the Work in full conformity with the conditions of the Contract Documents, and shall include all applicable Federal, State, Parish, Municipal or other taxes. The price bid for the items listed on the Unit Price Form will include the cost of all related items not listed, but which are normally required to do the type of Work bid.
- 12. The Bid shall be signed by the Bidder. The information required on the Louisiana Uniform Public Work Bid Form must be provided. Evidence of agency, corporate, or partnership authority is required and shall be provided in conformance with LSA-R.S. 38:2212(B).

- 13. Only a Contractor licensed by the State to do the type of Work as indicated on the Notice to Bidders can submit a Bid. The Bidder's signature on the Bid Form certifies that he holds an active license under the provisions of Chapter 24 of Louisiana Revised Statutes Title 37. Failure to be properly licensed constitutes authority for the Owner to reject the Bid.
- 14. Bidders shall not attach any conditions or provisions to the Bid. Any conditions or provisions so attached may, at the sole option of the Owner, cause rejection of the Bid.
- 15. A Bid Guarantee of five percent (5%) of the amount of the total Bid, including Alternates, must accompany the Proposal and, at the option of the Bidder, may be a cashier's check, certified check or a satisfactory Bid Bond. The Bid Guarantee must be attached to the Louisiana Uniform Public Work Bid Form. No Bid will be considered unless it is so guaranteed. Cashier's check or certified check must be made payable to the order of the Owner. Cash deposits will not be accepted. The Owner reserves the right to cash or deposit the cashier's check or certified check. Such guarantees shall be made payable to the Parish of St. Tammany. In accordance with LSA-R.S. 38:2218(C), if a bid bond is used, it shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company in good standing licensed to write bid bonds which is either domiciled in Louisiana or owned by Louisiana residents. It is not required to be on any AIA form.
- 16. Bid securities of the three (3) lowest Bidders will be retained by the Owner until the Contract is executed or until final disposition is made of the Bids submitted. Bid securities of all other Bidders will be returned promptly after the canvas of Bids. Bids shall remain binding for forty-five (45) days after the date set for Bid Opening. The Parish shall act within the forty-five (45) days to award the contract to the lowest responsible bidder or reject all bids. However, the Parish and the lowest responsible bidder, by mutual written consent, may agree to extend the deadline for award by one or more extensions of thirty (30) calendar days. In the event the Owner issued the Letter of Award during this period, or any extension thereof, the Bid accepted shall continue to remain binding until the execution of the Contract.
- 17. A Proposal may be withdrawn at any time prior to the scheduled closing time for receipt of Bids, provided the request is in writing, executed by the Bidder or its duly authorized representative and is filed with the Owner prior to that time. When such a request is received, the Proposal will be returned to the Bidder unopened. A bid withdrawn under the provisions of LSA-R.S. 38:2214(C) cannot be resubmitted.
- 18. Written communications, over the signature of the Bidder, to modify Proposals will be accepted and the Proposal corrected in accordance therewith if received by the Owner prior to the scheduled closing time for receipt of Bids. Oral, telephonic or telegraphic Modifications will not be considered.
- 19. No oral interpretation obligating the Owner will be made to any Bidder as to the meaning of the Drawings, Specifications and Contract Documents. Every request for such an interpretation shall be made in writing and addressed and forwarded to the Owner. Inquiries received within seven (7) days prior to the day fixed for opening of the Bids may not be given consideration. Every interpretation made to the Bidder shall be in the form of an addendum to the Specifications. All such Addenda shall become part of the Contract Documents. Failure of the Owner to send or failure of Bidder to receive any such interpretation shall not relieve any Bidder from any obligation under this Bid as submitted without Modification. All Addenda shall be issued in accordance with the Public Bid Law, LSA-R.S. 38:2212(O).
- 20. The Owner reserves the right to reject any or all Bids for just cause in accordance with the Public Bid Law, LSA-R.S. 38:2214(B). Incomplete, informal, illegible, or unbalanced Bids may be rejected. Reasonable grounds for belief that any one Bidder is concerned directly or indirectly with more than one Bid will cause rejection of all Bids wherein such Bidder is concerned. If required, a Bidder shall furnish satisfactory evidence of its competence and ability to perform the Work stipulated in its Proposal. Incompetence will constitute cause

for rejection. If the Parish determines that the bidder is not responsive or responsible for any reason whatsoever, the bid may be rejected in accordance with State law.

- 21. Contractor shall be liable without limitation to the Parish for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.
- 22. Upon notice of any claim, demand, suit, or cause of action against the Parish, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The Parish may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the Parish's written consent before entering into any settlement or dismissal.
- 23. It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The Parish shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.
- 24. Contractor shall fully indemnify and hold harmless the Parish, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the Parish's act or failure to act.
- 25. Contractor shall fully indemnify and hold harmless the Parish, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the Parish.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the Parish the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the Parish monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the Parish's unauthorized: i) modification or alteration of the product, material or service; ii) use of the product, material or service in combination with other products not furnished by Contractor; or, iii) use of the product, material or service in other than the specified operating conditions and environment.

- 26. Bidders shall familiarize themselves with and shall comply with all applicable Federal and State Laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the Project, which may directly or indirectly affect the Work or its prosecution. These laws and/or ordinances will be deemed to be included in the Contract, as though herein written in full.
- 27. Each Bidder shall visit the site of the proposed Work and fully acquaint itself with all surface and subsurface conditions as they may exist so that it may fully understand this Contract. Bidder shall also thoroughly examine and be familiar with drawings, Specifications and Contract Documents. The failure or omission of any Bidder to receive or examine any form, instrument, Drawing or document or to visit the site and acquaint itself with existing conditions shall in no way relieve any Bidder from any obligation with respect to its Bid and the responsibility in the premises.
- 28. The standard contract form enclosed with the Proposal documents is a prototype. It is enclosed with the Contract Documents for the guidance of the Owner and the Contractor. It has important legal consequences in all respects and consultation with an attorney is encouraged. Contractor shall be presumed to have consulted with its own independent legal counsel.
- 29. When one set of Contract plans show the Work to be performed by two or more prime Contractors, it is the responsibility of each Bidder to become knowledgeable of the Work to be performed by the other where the Work upon which this bid is submitted is shown to come into close proximity or in conflict with the Work of the other. In avoiding conflicts, pressure pipe lines must be installed to avoid conflict with gravity pipe lines and the Bidder of the smaller gravity pipe line in conflict with the larger gravity pipe line must include in his Bid the cost of a conflict box at these locations. The location of and a solution to the conflicts do not have to be specifically noted as such on the plans.
- 30. Bidder shall execute affidavit(s) attesting compliance with LSA-R.S. 38:2212.10, 38:2224, 38:2227, each as amended, and other affidavits as required by law, prior to execution of the contract.
- 31. In accordance with Louisiana Law, all Corporations (See LA R.S. 12:26.1) and Limited Liability Companies (See LA R.S. 12:1308.2) should be registered and in good standing with the Louisiana Secretary of State in order to hold a contract.
- 32. Sealed Bids shall be delivered to St. Tammany Parish Government at the office of St. Tammany Parish Government, Department of Procurement, 21454 Koop Drive, Suite 2-F, Mandeville, LA 70471, and a receipt given, until the time and date denoted in Notice to Bidders, at which time and place the Bids shall be publicly opened and read aloud to those present. In accordance with LSA-R.S. 38:2212(H), the designer's final estimated cost of construction shall be read aloud upon opening bids. Sealed Bids may also be mailed by certified mail to St. Tammany Parish Government, Department of Procurement, 21454 Koop Drive, Suite 2-F, Mandeville, LA 70471, and must be received before the bid opening. Bids may also be submitted electronically. Information concerning links for electronic bidding is contained in the Notice to Bidders. It is the responsibility of the Bidders to ensure that bids are delivered in a timely fashion. Late bids, regardless of reason, will not be considered, and will be returned to bidder.
- 33. Paper bids shall be placed in a sealed envelope, marked plainly and prominently as indicated in the Notice to Bidders, and these Instructions, and addressed:

St. Tammany Parish Government Department of Procurement 21454 Koop Drive, Suite 2-F Mandeville, LA 70471

- 34. See Notice to Bidders for availability of Drawings, Specifications and Contract Documents via electronic methods.
- 35. The successful Bidder shall be required to post in each direction a public information sign, 4' x 4' in size, at the location of the project containing information required by the Owner. The Owner shall supply this information.

- 36. The award of the Contract, if it is awarded, will be to the lowest responsible Bidder, in accordance with State Law. No award will be made until the Owner has concluded such investigations as it deems necessary to establish the responsibility and qualifications of the Bidder to do the Work in accordance with the Contract Documents to the satisfaction of the Owner within the time prescribed as established by the Department based upon the amount of work to be performed and the conditions of same. The written contract and bond shall be issued in conformance with LSA-R.S. 38:2216. If the Contract is awarded, the Owner shall give the successful Bidder written notice of the award within forty-five (45) calendar days after the opening of the Bids in conformance with LSA-R.S. 38:2215(A), or any extension as authorized thereunder.
- 37. At least three days prior to the execution of the Contract, the Contractor shall deliver to the Owner the required Bonds.
- 38. Failure of the successful Bidder to execute the Contract and deliver the required Bonds within ten (10) days of the Notice of the Award shall be just cause for the Owner to annul the award and declare the Bid and any guarantee thereof forfeited. Award may then be made to the next lowest responsible bidder.
- 39. In order to ensure the faithful performance of each and every condition, stipulation and requirement of the Contract and to indemnify and hold harmless the Owner from any and all damages, either directly or indirectly arising out of any failure to perform same, the successful Bidder to whom the Contract is awarded shall furnish a Performance and Payment Bond in an amount of at least equal to one hundred percent (100%) of the Contract Price. The Contract shall not be in force or binding upon the Owner until such satisfactory Bond has been provided to and approved by the Parish. The cost of the Bond shall be paid for by the Contractor unless otherwise stipulated in the Special Provisions.
- 40. No surety Company will be accepted as a bondsman which has no permanent agent or representative in the State upon whom notices referred to in the General Conditions of these Specifications may be served. Service of said notice on said agent or representative in the State shall be equal to service of notice on the President of the Surety Company, or such other officer as may be concerned.
- 41. In conformance with LSA-R.S. 38:2219(A)(1)(a), (b), and (c):

Any surety bond written for a public works project shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide, to write individual bonds up to ten percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

For any public works project, no surety or insurance company shall write a bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A- rating by A.M. Best up to a limit of ten percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a bond when the penalty exceeds fifteen percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

In addition, any surety bond written for a public works project shall be written by a surety or insurance company that is currently licensed to do business in the state of Louisiana. All contractors must comply with any other applicable provisions of LSA-R.S. 38:2219.

42. Should the Contractor's Surety, even though approved and accepted by the Owner, subsequently remove its agency or representative from the State or become insolvent, bankrupt, or otherwise fail, the Contractor shall immediately furnish a new Bond in another company approved by the Owner, at no cost to the Owner. The new Bond shall be executed under the same terms and conditions as the original Bond. The new bond shall be submitted within thirty (30) days of such time as the Owner notifies Contractor or from the time

Contractor learns or has reason to know that the original surety is no longer financially viable or acceptable to the Parish, whichever occurs first. In the event that Contractor fails or refuses to timely secure additional surety, then the Owner may secure such surety and thereafter deduct such cost or expense from any sum due, or to become due to Contractor.

- 43. The Contractor's bondsman shall obligate itself to all the terms and covenants of these Specifications and of contracts covering the Work executed hereunder. The Owner reserves the right to do Extra Work or make changes by altering, adding to deducting from the Work under the conditions and in the manner herein before described without notice to the Contractor's surety and without in any manner affecting the liability of bondsman or releasing it from any of its obligations hereunder.
- 44. The Bond shall also secure for the Owner the faithful performance of the Contract in strict accordance with plans, specifications, and other Contract Documents. It shall protect the Owner against all lien laws of the State and shall provide for payment of reasonable attorney's fees for enforcement of Contract and institution or concursus proceedings, if such proceedings become necessary. Likewise, it shall provide for all additional expenses of the Owner occurring through failure of the Contract to perform.
- 45. The surety of the Contractor shall be and does hereby declare and acknowledge itself by acceptance to be bound to the Owner as a guarantor, jointly and in solido, with the Contractor, for fulfillment of terms of the Contract.
- 46. The performance Bond and Labor and Material Bond forming part of this Contract shall be continued by Contractor and its Surety for a period of one (1) year from date of acceptance of the Work/Project by Owner to assure prompt removal and replacement of all defective material, equipment, components thereof, workmanship, etc., and to assure payment of any damage to property of Owner or others as a result of such defective materials, equipment, workmanship, etc.
- 47. Contractor authorizes Parish to deduct from any payment due herein costs and service fees for recordation of this Contract in full or an excerpt hereof, or any revisions or modifications thereof as required by law. Contractor agrees to execute an excerpt or extract of this agreement for recordation purposes. If Contractor fails to execute such an excerpt, then the Parish shall file and record the entire Contract and all attachments at the expense of Contractor and Parish is hereby authorized to deduct all related costs from any proceeds due to the Contractor.
- 48. Contractor shall secure and maintain at its expense such insurance that will protect it and the Parish from claims for injuries to persons or damages to property which may arise from or in connection with the performance of Services or Work hereunder by the Contractor, his agents, representatives, employees, and/or subcontractors. The cost of such insurance shall be included in Contractor's bid.
- 49. The Contractor shall not commence work until it has obtained all insurance as required for the Parish Project. If the Contractor fails to furnish the Parish with the insurance protection required and begins work without first furnishing Parish with a currently dated certificate of insurance, the Parish has the right to obtain the insurance protection required and deduct the cost of insurance from the first payment due the Contractor. Further deductions are permitted from future payments as are needed to protect the interests of the Parish including, but not limited to, renewals of all policies.
- 50. <u>Payment of Premiums:</u> The insurance companies issuing the policy or policies shall have no recourse against the Parish of St. Tammany for payment of any premiums or for assessments under any form of policy.
- 51. <u>Deductibles</u>: Any and all deductibles in the described insurance policies shall be assumed by and be at the sole risk of the Contractor.
- 52. <u>Authorization of Insurance Company(ies) and Rating</u>: All insurance companies must be authorized to do business in the State of Louisiana and shall have an A.M. Best rating of no less than A-, Category VII.
- 53. Policy coverages and limits must be evidenced by Certificates of Insurance issued by Contractor's carrier to the Parish and shall reflect:

Date of Issue: Certificate must have current date.

<u>Named Insured</u>: The legal name of Contractor under contract with the Parish and its principal place of business shall be shown as the named insured on all Certificates of Liability Insurance.

Name of Certificate Holder: St. Tammany Parish Government, Office of Risk Management, P. O. Box 628, Covington, LA 70434

<u>Project Description</u>: A brief project description, including Project Name, Project Number and/or Contract Number, and Location.

<u>Endorsements and Certificate Reference</u>: All policies must be endorsed to provide, and certificates of insurance must evidence the following:

<u>Waiver of Subrogation:</u> The Contractor's insurers will have no right of recovery or subrogation against the Parish of St. Tammany, it being the intention of the parties that all insurance policy(ies) so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance. *Policy endorsements required for all coverages*.

<u>Additional Insured:</u> The Parish of St. Tammany shall be named as additional named insured with respect to general liability, marine liability, pollution/environmental liability, automobile liability and excess liability coverages. *Policy endorsements required*.

<u>Hold Harmless</u>: Contractor's liability insurers shall evidence their cognizance of the Hold Harmless and Indemnification in favor of St. Tammany Parish Government by referencing same on the face of the Certificate(s) of Insurance.

<u>Cancellation Notice</u>: Producer shall provide thirty (30) days prior written notice to the Parish of policy cancellation or substantive policy change.

- 54. The types of insurance coverage the Contractor is required to obtain and maintain throughout the duration of the Contract shall be designated by a separate document issued by the Office of Risk Management.
- 55. It is the intent of these instructions that they are in conformance with State Bid Laws. Should there be any discrepancy or ambiguity in these provisions, the applicable State Bid Law shall apply.
- 56. The letting of any public contract in connection with funds that are granted or advanced by the United States of America shall be subject to the effect, if any, of related laws of said United States and valid rules and regulations of federal agencies in charge, or governing use and payment of such federal funds.
- 57. Protests based on alleged solicitation improprieties that are apparent before bid opening, or the time set for receipt of initial proposals must be filed with and received by the Procurement Department BEFORE two (2) working days of the bid opening. Any other protest shall be filed no later than ten (10) calendar days after: the opening of the bid; the basis of the protest is known; or the basis of the protest should have been known (whichever is earlier).
- 58. It is the Parish's policy to provide a method to protest exclusion from a competition or from the award of a contract, or to challenge an alleged solicitation irregularity. It is always better to seek a resolution within the Parish system before resorting to outside agencies and/or litigation to resolve differences. All protests must be made in writing, and shall be concise and logically presented to facilitate review by the Parish. The written protest shall include:

The protester's name, address, and fax and telephone numbers and the solicitation, bid, or contract number;

A detailed statement of its legal and factual grounds, including a description of the resulting prejudice to the protester;

Copies of relevant documents;

All information establishing that the protester is an interested party and that the protest is timely; and

A request for a ruling by the agency; and a statement of the form of relief requested.

The protest shall be addressed to St. Tammany Parish Government Department of Procurement, P.O. Box 628, Covington, LA 70434

The protest review shall be conducted by the Parish Legal Department.

Only protests from interested parties will be allowed. Protests based on alleged solicitation improprieties that are apparent before bid opening, or the time set for receipt of initial proposals, must be filed with and received by the Department of Procurement BEFORE those deadlines.

Any other protest shall be filed no later than ten (10) calendar days after the basis of the protest is known, or should have been known (whichever is earlier).

The Parish will use its best efforts to resolve the protest within thirty (30) days of the date that it is received by the Parish. The written response will be sent to the protestor via mail and fax, if a fax number has been provided by the protestor. The protester can request additional methods of notification.

59. The last day to submit questions to Procurement shall be no later than 2:00 pm CST, seven (7) working days prior to the opening of bids, and verification on comparable products will be no later than 2:00 pm CST, fourteen (14) working days prior to the opening date of the bid/proposal due date. Further, any questions or inquiries must be submitted via fax to 985-898-5227, or via email to Procurement@stpgov.org. Any questions or inquiries received after the required deadline to submit questions or inquiries will not be answered.

# Schedule of EventsDateTime (CT)Bid Due DateJuly 8, 20252:00PMMandatory Pre-BidJune 24, 202510:00AMInquiry DeadlineJune 26, 20252:00PMAddendum DeadlineJuly 2, 20252:00PM

# NOTE: The Parish reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the Bid Request.

- 60. St. Tammany Parish Government contracts to be awarded are dependent on the available funding and/or approval by members designated and/or acknowledged by St. Tammany Parish Government. At any time, St. Tammany Parish Government reserves the right to cancel the award of a contract if either or both of these factors is deficient.
- 61. Any action by the Parish to disqualify any Bidder on the grounds that they are not a responsible Bidder shall be conducted in accordance with LSA-R.S. 38:2212(X).
- 62. Failure to complete or deliver within the time specified or to provide the services as specified in the bid or response will constitute a default and may cause cancellation of the contract. Where the Parish has determined the contractor to be in default. The Parish reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with the cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid or response from the defaulting contractor will be considered.

63. If any part of the provisions contained herein and/or in the Specifications and Contract for the Work shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement or attachment, but it shall be construed as if such invalid, illegal, or unenforceable provision or part of a provision had never been contained herein.

#### Summary of Work

I. <u>Work to Include:</u>

Historic restoration of the Camp Salmen Lodge building will include hazardous material abatement, masonry and plaster repair and restoration, door and window restoration and replacement, interior material restoration and replacement, wood roof framing code retrofit, and new roofing system.

The project includes the following alternates:

- Alternate 1, if accepted, would add electrical power and minimal lighting, and HVAC dehumidification.
- Alternate 2, if accepted, would add new wooden fencing.
- II. Location of Work:

Camp Salmen Lodge 35122 Parish Parkway Slidell, LA 70460

**III.** <u>Documents:</u> Bid Documents dated April 28, 2025, and entitled:

Camp Salmen Historic Lodge Restoration BID No. 25-16-2

IV. <u>OTHER REQUIREMENTS</u> (as applicable)

Not Applicable

#### Table 3.1

Liquidated Damages		
<b>Original Contract Amount</b>	Daily Charge	
Dollars	Dollars	
0 - 250,000	500	
250,000 – 1 Million	1,000	
> 1 Million – 5 Million	1,500	
> 5 Million – 10 Million	2,000	
> 10 Million	3,000	

• Parish reserves the right to increase the Daily charge rate due to additional provisions required in order to complete the project as described in the specifications

#### LOUISIANA UNIFORM PUBLIC WORK BID FORM

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding

TO: <u>St. Tammany Parish Government</u> 21454 Koop Dr., Suite 2F Mandeville, La 70471

**BID FOR:** Camp Salmen Historic Lodge Restoration

(Owner to provide name and address of owner)

BID No. 25-16-2 (Owner to provide name of project and other identifying information.)

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:\_ MSH Architects and dated: <u>April 28, 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: \_\_\_Dollars (\$\_\_\_\_\_ ALTERNATES: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description. Alternate No. 1 (ADD for Electrical and HVAC work, see Section 01 2300 ALTERNATES) for the lump sum of: \_Dollars (\$ \_\_) Alternate No. 2 (ADD for Fencing work, see Section 01 2300 ALTERNATES) for the lump sum of: \_Dollars (\$ Alternate No. 3 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of: NOT APPLICABLE Dollars (\$\_\_\_\_\_ NAME OF BIDDER: ADDRESS OF BIDDER: LOUISIANA CONTRACTOR'S LICENSE NUMBER: NAME OF AUTHORIZED SIGNATORY OF BIDDER: TITLE OF AUTHORIZED SIGNATORY OF BIDDER: SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER \*\*: \_\_\_\_ DATE:

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

\* The <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.

#### Section 05

#### AFFIDAVIT PURSUANT TO LSA-R.S. 38:2224 and 38:2227 FOR BIDDERS FOR PUBLIC WORKS CONTRACTS

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

PARISH/COUNTY OF \_\_\_\_\_

**BEFORE ME**, the undersigned authority, in and for the above stated State and Parish (or County), personally came and appeared:

#### Print Name

who, after first being duly sworn, did depose and state:

- That affiant is appearing on behalf of \_\_\_\_\_\_, who is seeking a public contract with St. Tammany Parish Government.
- 2. 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
- 3. 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.
- If affiant is a sole proprietor, that after July 2, 2010, he/she has not been convicted of, or has not entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed in LSA-R.S. 38:2227(B).
- 5. If affiant is executing this affidavit on behalf of a juridical entity such as a partnership, corporation, or LLC, etc., that no individual partner, incorporator, director, manager, officer, organizer, or member, who has a minimum of a ten percent ownership in the bidding entity, has been convicted of, or has entered a plea of guilty or *nolo contendere* to any

of the crimes or equivalent federal crimes listed in LSA-R.S. 38:2227(B).

- 6. If affiant is a sole proprietor, that neither affiant, nor his/her immediate family is a public servant of St. Tammany Parish Government or the Contract is not under the supervision or jurisdiction of the public servant's agency.
- 7. If affiant is executing this affidavit on behalf of a juridical entity such as a partnership, corporation, or LLC, etc., that no public servant of St. Tammany Parish Government, or his/her immediate family, either individually or collectively, has more than a 25% ownership interest in the entity seeking the Contract with St. Tammany Parish Government if the Contract will be under the supervision or jurisdiction of the public servant's agency.

Printed Name	:
Title:	
Entity name: _	

THUS	SWORN TO AND SUBSCRIBED BI	EFORE ME,
THIS_	, DAY OF	, 202

<b>Notary Public</b>	
Print Name:	
Notary I.D./Bar No.:	
My commission expires:	

#### AFFIDAVIT PURSUANT TO LSA-R.S. 38:2212.10 CONFIRMING REGISTRATION AND PARTICIPATION IN A STATUS VERIFICATION SYSTEM

STATE OF	
PARISH/COUNTY OF	

**BEFORE ME**, the undersigned authority, in and for the above stated State and Parish (or County), personally came and appeared:

#### Print Name

who, after first being duly sworn, did depose and state:

- That affiant is appearing on behalf of \_\_\_\_\_\_, a private employer seeking a bid or a contract with St. Tammany Parish Government for the physical performance of services within the State of Louisiana.
- 2. That affiant is registered and participates in a status verification system to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens; and
- 3. That affiant 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.
- 4. That affiant shall require all subcontractors to submit to the affiant a sworn affidavit verifying compliance with this law.

Printed Name:	
Title:	
Name of Entity:	

# THUS SWORN TO AND SUBSCRIBED BEFORE ME, THIS\_\_\_\_\_\_, DAY OF \_\_\_\_\_\_, 202\_.

Section 06



#### **INSURANCE REQUIREMENTS\***

Construction Project: <u>Camp Salmen Historic Lodge Restoration</u>

Project/Quote/Bid#:

25-16-2\_\_\_\_\_

### **\*\*\*IMPORTANT – PLEASE READ\*\*\***

# Prior to submitting your quote or bid, it is recommended that you review these insurance requirements with your insurance broker/agent.

These requirements modify portions of the insurance language found in the General Conditions and/or Supplementary General Conditions; however, there is no intention to remove all sections pertaining to insurance requirements and limits set forth in the General Conditions and/or Supplementary General Conditions, only to amend and specify those items particular for this Project.

- A. The Provider shall secure and maintain at its expense such insurance that will protect it and St. Tammany Parish Government (the "Parish") from claims for bodily injury, death or property damage as well as from claims under the Workers' Compensation Acts that may arise from the performance of services under this agreement. All certificates of insurance shall be furnished to the Parish and provide thirty (30) days prior notice of cancellation to the Parish, in writing, on all of the required coverage.
- B. All policies shall provide for and certificates of insurance shall indicate the following:
  - 1. <u>Waiver of Subrogation</u>: The Provider's insurers will have no right of recovery or subrogation against the Parish of St. Tammany, it being the intention of the parties that all insurance policy(ies) so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
  - 2. <u>Additional Insured</u>: St. Tammany Parish Government shall be named as Additional Insured with respect to general liability, automobile liability and excess liability coverages, as well as marine liability and pollution/environmental liability, when those coverages are required or necessary.
  - 3. <u>Payment of Premiums</u>: The insurance companies issuing the policy or policies will have no recourse against St. Tammany Parish Government for payment of any premiums or for assessments under any form of policy.
  - 4. <u>Project Reference</u>: The project(s) and location(s) shall be referenced in the Comment or Description of Operations section of the Certificate of Insurance (Project ##-###, or Bid # if applicable, Type of Work, Location).
- C. Coverage must be issued by insurance companies authorized to do business in the State of Louisiana. Companies must have an A.M. Best rating of no less than A-, Category VII. St. Tammany Parish Risk Management Department may waive this requirement only for Workers Compensation coverage at their discretion.

Provider shall secure and present proof of insurance on forms acceptable to St. Tammany Parish Government, Office of Risk Management no later than the time of submission of the Contract to the Parish. However, should any work performed under this Contract by or on behalf of Provider include exposures that are not covered by those insurance coverages, Provider is not relieved of its obligation to maintain appropriate levels and types of insurance necessary to protect itself, its agents and employees, its subcontractors, St. Tammany Parish Government (Owner), and all other interested third parties, from any and all claims for damage or injury in connection with the services performed or provided throughout the duration of this Project, as well as for any subsequent periods required under this Contract.

#### The insurance coverages checked ( $\checkmark$ ) below are those required for this Contract.



- <u>Commercial General Liability\*</u> insurance Occurrence Form with a Combined Single Limit for bodily injury and property damage of at least \$1,000,000 per Occurrence / \$2,000,000 General Aggregate and \$2,000,000 Products-Completed Operations. Contracts over \$1,000,000 may require higher limits. The insurance shall provide for and the certificate(s) of insurance shall indicate the following coverages:
  - a) Premises operations;
  - b) Broad form contractual liability;
  - c) Products and completed operations;
  - d) Personal/Advertising Injury;
  - e) Broad form property damage (for Projects involving work on Parish property);
  - f) Explosion, Collapse and Damage to underground property.
  - g) Additional Insured forms CG 2010 and CG 2037 in most current edition are required.

<u>Business Automobile Liability\*</u> insurance with a Combined Single Limit of \$1,000,000 per Occurrence for bodily injury and property damage, and shall include coverage for the following:

 a) Any auto;

- a) Anya Or
- b) Owned autos; and
- c) Hired autos; and
- d) Non-owned autos.
- 3. <u>Workers' Compensation/Employers Liability insurance\*</u> Workers' Compensation coverage as required by State law. Employers' liability limits shall be a minimum of \$1,000,000 each accident, \$1,000,000 each disease, \$1,000,000 disease policy aggregate. When water activities are expected to be performed in connection with this project, coverage under the USL&H Act, Jones Act and/or Maritime Employers Liability (MEL) must be included. Coverage for owners, officers and/or partners in any way engaged in the Project shall be included in the policy. The names of any excluded individual must be shown in the Description of Operations/Comments section of the Certificate.
- 4. **Pollution Liability and Environmental Liability\*** insurance in the minimum amount of \$1,000,000 per occurrence / \$2,000,000 aggregate including full contractual liability and third party claims for bodily injury and/or property damage, for all such hazardous waste, pollutants and/or environmental exposures that may be affected by this project stemming from pollution/environmental incidents as a result of Contractor's operations.

If coverage is provided on a claims-made basis, the following conditions apply:

- the retroactive date must be prior to or coinciding with the effective date of the Contract, or prior to the commencement of any services provided by the Contractor on behalf of the Parish, whichever is earlier; AND
- 2) continuous coverage must be provided to the Parish with the same retro date for 24 months following acceptance or termination of the Project by the Parish either by
  - a) continued renewal certificates OR
  - b) a 24 month Extended Reporting Period

\*The Certificate must indicate whether the policy is written on an occurrence or claims-made basis and, if claims-made, the applicable retro date must be stated.

Insurance Requirements - Camp Salmen Historic Lodge Restoration

5. <u>Contractor's Professional Liability/Errors and Omissions\*</u> insurance in the sum of at least \$1,000,000 per claim / \$2,000,000 aggregate is required when work performed by Contractor or on behalf of Contractor includes professional or technical services including, but not limited to, construction administration and/or management, engineering services such as design, surveying, and/or inspection, technical services such as testing and laboratory analysis, and/or environmental assessments. An occurrence basis policy is preferred.

If coverage is provided on a claims-made basis, the following conditions apply:

- the retroactive date must be prior to or coinciding with the effective date of the Contract, or prior to the commencement of any services provided by the Contractor on behalf of the Parish, whichever is earlier; AND
- 2) continuous coverage must be provided to the Parish with the same retro date for 24 months following acceptance or termination of the Project by the Parish either by
  - a) continued renewal certificates OR
  - b) a 24 month Extended Reporting Period

\*The Certificate must indicate whether the policy is written on an occurrence or claims-made basis and, if claims-made, the applicable retro date must be stated.

Marine Liability/Protection and Indemnity\* insurance is required for any and all vessel and/or marine operations in the minimum limits of \$1,000,000 per occurrence / \$2,000,000 per project general aggregate. The coverage shall include, but is not limited to, the basic coverages found in the Commercial General Liability insurance and coverage for third party liability

\*Excess/Umbrella Liability insurance may be provided to meet the limit requirements for any Liability coverage. For example: if the General Liability requirement is \$3,000,000 per occurrence, but the policy is only \$1,000,000 per occurrence, then the excess policy should be at least \$2,000,000 per occurrence thereby providing a combined per occurrence limit of \$3,000,000.)

- Owners Protective Liability (OPL) shall be furnished by the Contractor and shall provide coverage in the minimum amount of \$1,000,000 CSL each occurrence / \$1,000,000 aggregate. <u>St. Tammany Parish</u> <u>Government, ATTN: Risk Management Department, P. O. Box 628, Covington, LA 70434 shall be the</u> <u>first named insured on the policy.</u>
- 8. <u>Builder's Risk Insurance</u> written as an "all-risk" policy providing coverage in an amount at or greater than one hundred percent (100%) of the completed value of the contracted project. Any contract modifications increasing the contract cost will require an increase in the limit of the Builder's Risk policy. Deductibles should not exceed \$5,000 and Contractor shall be responsible for all policy deductibles. This insurance shall cover materials at the site, stored off the site, and in transit. The Builder's Risk Insurance shall include the interests of the Owner, Contractor and Subcontractors and shall terminate only when the Project is accepted in writing. <u>St. Tammany Parish Government, ATTN: Risk Management Department, P. O. Box 628, Covington, LA 70434 shall be named as a Loss Payee on the policy.</u>
- Installation Floater Insurance, on an "all-risk" form, shall be furnished by Contractor and carried for the full value of the materials, machinery, equipment and labor for <u>each location</u>. The Contractor shall be responsible for all policy deductibles. The Installation Floater Insurance shall provide coverage for property owned by others and include the interests of the Owner, Contractor and Subcontractors and shall terminate only when the Project is accepted in writing. <u>St. Tammany Parish Government, ATTN: Risk Management</u> Department, P. O. Box 628, Covington, LA 70434 shall be named as a Loss Payee on the policy.

- D. All policies of insurance shall meet the requirements of the Parish prior to the commencing of any work. The Parish has the right, but not the duty, to approve all insurance coverages prior to commencement of work. If any of the required policies are or become unsatisfactory to the Parish as to form or substance; or if a company issuing any policy is or becomes unsatisfactory to the Parish, the Provider shall promptly obtain a new policy, timely submit same to the Parish for approval, and submit a certificate thereof as provided above. The Parish agrees not to unreasonably withhold approval of any insurance carrier selected by Provider. In the event that Parish cannot agree or otherwise authorize a carrier, Provider shall have the option of selecting and submitting a new insurance carrier within 30 days of said notice by the Parish. In the event that the second submission is insufficient or is not approved, then the Parish shall have the unilateral opportunity to thereafter select a responsive and responsible insurance carrier all at the cost of Provider and thereafter deduct from Provider's fee the cost of such insurance.
- E Upon failure of Provider to furnish, deliver and/or maintain such insurance as above provided, this contract, at the election of the Parish, may be declared suspended, discontinued or terminated. Failure of the Provider to maintain insurance shall not relieve the Provider from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of the Provider concerning indemnification.
- F. Provider shall maintain a current copy of all annual insurance policies and agrees to provide a certificate of insurance to the Parish on an annual basis or as may be reasonably requested for the term of the contract or any required Extended Reporting Period. Provider further shall ensure that all insurance policies are maintained in full force and effect throughout the duration of the Project and shall provide the Parish with annual renewal certificates of insurance evidencing continued coverage, without any prompting by the Parish.
- G. It shall be the responsibility of Provider to require that these insurance requirements are met by all contractors and sub-contractors performing work for and on behalf of Provider. Provider shall further ensure the Parish is named as an additional insured on all insurance policies provided by said contractor and/or sub-contractor throughout the duration of the project.
- H. Certificates of Insurance shall be issued as follows:

#### St. Tammany Parish Government Attn: Risk Management P O Box 628 Covington, LA 70434

To avoid contract processing delays, be certain the project name/number is included on all correspondence including Certificates of Insurance.

# \*<u>NOTICE</u>: St. Tammany Parish Government reserves the rights to remove, replace, make additions to and/or modify any and all of the insurance requirements at any time.

Any inquiry regarding these insurance requirements should be addressed to:

St. Tammany Parish Government Office of Risk Management P O Box 628 Covington, LA 70434 Telephone: 985-898-5226 Email: riskman@stpgov.org

Insurance Requirements - Camp Salmen Historic Lodge Restoration

#### Section 07

#### **Project Signs**

#### 1. General

a. Work to include providing and installing project sign(s) at the beginning of the project. Some projects may require multiple signs. Should more than one sign be required, it will be reflected in the bidding documents.

#### 2. Materials

- a. The printed project sign(s) shall be 3/8" primed Medium Density Overlay (MDO) **OR** 3-millimeter corrugated plastic secured to exterior plywood (4' x 4').
- b. Contractor shall not use previously provided templates and/or fonts.

#### 3. Execution

- a. The sign(s) shall be printed on a project-by-project basis in black and white, using the template and font provided to the Contractor by the St. Tammany Parish Government Project Manager.
- b. All signage proofed and approved by State Tammany Parish Government before project sign(s) are to be produced by the Contractor.
- c. Exact placement of the project sign(s) must be coordinated with, and approved by, the St. Tammany Parish Government Project Manager prior to sign installation.
- d. The sign(s) is to be installed such that the bottom of the sign is a minimum of 5' above the existing ground elevation.
- e. Sign(s) is to be maintained throughout the period of construction. If sign(s) is damaged or destroyed, repair and/or replacement of sign(s) will be at Contractor's expense.
- f. Contractor is responsible for the removal of all project signs upon issuance of final acceptance by the St. Tammany Parish Government Project Manager at no direct pay.
- g. Cost to be included in "Temporary Signs and Barricades

Blank Template of Parish Project Sign:



**Example of a Completed Parish Project Sign:** 





MICHAEL B. COOPER Parish President

RYKERT O. TOLEDANO, JR Council District 5 \$514,444.40

**Dove Park Subdivision Drainage** Drainage Improvements along Swallow St., Sparrow St., Partridge St. and Egret St.

Section 08



#### General Conditions of the Contract for Construction

#### for the following PROJECT:

(Name and location or address)

Camp Salmen Historic Lodge Restoration Bid no.: 26-16-2 35122 Parish Parkway Slidell, LA 70460

THE OWNER: (Name, legal status and address)

St Tammany Parish Government 21490 Koop Drive Mandeville, LA 70471

THE ARCHITECT: (Name, legal status and address)

MSH Architects, LLC 229 East Kirkland Street Covington, LA 70433

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#### ADDITIONS AND DELETIONS:

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

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

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

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- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

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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 written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

#### § 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 written protocols governing the use of, and reliance on, the information contained in the model 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.

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#### ARTICLE 2 OWNER

# § 2.1 General

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

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

# § 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

# § 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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

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

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

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

## § 2.4 Owner's Right to Stop the Work

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

## § 2.5 Owner's Right to Carry Out the Work

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

#### ARTICLE 3 CONTRACTOR

# § 3.1 General

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

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

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

#### § 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These

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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

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

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

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

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# § 3.5 Warranty

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

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

## § 3.6 Taxes

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

#### § 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

#### § 3.7.4 Concealed or Unknown Conditions

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

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

#### § 3.8 Allowances

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

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§ 3.8.2 Unless otherwise provided in the Contract Documents.

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and .2 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.

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# § 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 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,

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

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

# § 3.13 Use of Site

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

# § 3.14 Cutting and Patching

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

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

#### § 3.15 Cleaning Up

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

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

#### § 3.16 Access to Work

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

#### § 3.17 Royalties, Patents and Copyrights

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

#### § 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work,

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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.

#### ARCHITECT **ARTICLE 4**

#### § 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 guality or guantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

#### § 4.2.4 Communications

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

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the

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Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

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

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

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

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

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

#### **ARTICLE 5** SUBCONTRACTORS

#### § 5.1 Definitions

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

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§ 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

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

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

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

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

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

#### ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

# § 6.2 Mutual Responsibility

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

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

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

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

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

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# § 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

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§ 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:

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

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

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

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- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others:
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

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

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

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

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

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

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

# § 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

#### **ARTICLE 8** TIME

# § 8.1 Definitions

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

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

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

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

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# § 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;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

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- .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

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

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

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

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## § 9.10 Final Completion and Final Payment

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

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

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

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

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

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

# ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

# § 10.1 Safety Precautions and Programs

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

#### § 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

#### § 10.2.8 Injury or Damage to Person or Property

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

#### § 10.3 Hazardous Materials and Substances

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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 promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities

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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

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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.

#### INSURANCE AND BONDS ARTICLE 11

# § 11.1 Contractor's Insurance and Bonds

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

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

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

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the

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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

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§ 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.

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

#### § 14.1 Termination by the Contractor

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

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

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

# § 14.4 Termination by the Owner for Convenience

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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.
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§ 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

- damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, .1 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

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§ 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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(Name, legal status and address)

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MSH Architects, LLC 229 East Kirkland Street Covington, LA 70433

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I, Michael Hunley, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:09:53 CT on 05/07/2025 under Order No. 4104247581 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ - 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

27.2025

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SECTION 09

# CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF INCORPORATED. AT THE MEETING OF DIRECTORS OF INCORPORATED, DULY NOTICED AND HELD ON A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT WAS: **RESOLVED THAT** . BE AND IS HEREBY

APPOINTED, CONSTITUTED AND DESIGN ATED AS AGENT AND ATTORNEY-IN-FACT OF THE CORPORATION WITH FU LL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS WITH THE PARISH OF ST. TAMMANY OR ANY OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTINGEACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

> I HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF AN EXCERPT OF THE MINUTES OF THE ABOVE DATED MEETING OF THE BOARD OF DIRECTORS OF SAID CORPORATION. AND THE SAME HAS NOT BEEN REVOKED OR RESCINDED.

> > SECRETARY-TREASURER

DATE

# **SECTION 10**

# **Certificate of Insurance Instructions**

The below information is intended to guide Contractors on what information is needed to be listed on the Certificate of Insurance. All Insurance limit requirements can be found in Section 06.

- Certificate Holder STPG must be listed as the certificate holder, and it must include our address of: P.O. Box 628, Covington, LA 70434
  - Reason: the certificate holder is where cancellations of coverage, or updated certificates are mailed. If a vendor terminates a policy, we will be notified.
- Additional Insured We must be named as an additional insured so that if there is a lawsuit against the vendor for a project, their coverage will cover STPG as well if we are named in the lawsuit.
  - We must be named in the Description of Operations box reason: there could be other additional insureds, and we want to have no doubt that we are one of the additional insureds.
  - We must be named as additional insured on the following coverages: General liability, Auto Liability, Umbrella/Excess Liability, Environmental/Pollution Liability.
  - Professional Liability policies do not allow for an additional insured by most carriers.
- **Project Name & Contract #** We need this listed in the Description of Operations, again so that if there is a lawsuit, we have proof that coverage was active for that project.
- **Waiver of Subrogation** This can either be listed in the Description of Operations or checked off in the appropriate columns.

From the Insurance Requirement form:

<u>Waiver of Subrogation</u>: The Provider's insurers will have no right of recovery or subrogation against the Parish of St. Tammany, it being the intention of the parties that all insurance policy(ies) so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.

- **Owners Protective Liability (OPL) or (OCP)** Certificate of Insurance for OCP names St. Tammany Parish Government as the Insured and the Certificate Holder.
- Sample of Certificate of Insurance (COI) can be found on page 2.
- Please refer to this section in the package labeled "Insurance Requirements" for limits required for this project

Any questions regarding insurance requirements please contact the Risk Department at 985-898-5226 or email riskman@stpgov.org



# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUT REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.	Y AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOL , EXTEND OR ALTER THE COVERAGE AFFORDED BY THE TE A CONTRACT BETWEEN THE ISSUING INSURER(S), AU	DER. THIS POLICIES THORIZED
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the the terms and conditions of the policy, certain policies may require an encortificate holder in liqu of such and reamont(c)	policy(ies) must be endorsed. If SUBROGATION IS WAIVED, ndorsement. A statement on this certificate does not confer right	subject to ghts to the
PRODUCER	CONTACT	
	PHONE FAX	
	E-MAIL (A/C, NO):	
		NAIC #
		NAIO #
INSURED		
	INSURER C ·	
	INSURER D :	
	INSURER E :	
	INSURER F :	
COVERAGES CERTIFICATE NUMBER:	REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HA	VE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLI	CY PERIOD
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORD EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE	OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO W ED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL T BEEN REDUCED BY PAID CLAIMS.	VHICH THIS THE TERMS,
INSR ADDL SUBR LTR TYPE OF INSURANCE INSR WVD POLICY NUMBER	POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) LIMITS	
GENERAL LIABILITY	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$	
	MED EXP (Any one person) \$	
	PERSONAL & ADV INJURY \$	
	GENERAL AGGREGATE \$	
GEN'L AGGREGATE LIMIT APPLIES PER:	PRODUCTS - COMP/OP AGG \$	
POLICY PRO- JECT LOC	\$	
AUTOMOBILE LIABILITY	COMBINED SINGLE LIMIT (Ea accident) \$	
ANY AUTO	BODILY INJURY (Per person) \$	
ALL OWNED SCHEDULED AUTOS	BODILY INJURY (Per accident) \$	
HIRED AUTOS NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$	
	\$	
	EACH OCCURRENCE \$	
EXCESS LIAB CLAIMS-MADE	AGGREGATE \$	
DED RETENTION \$	\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC STATU- OTH- TORY LIMITS ER	
	E.L. EACH ACCIDENT \$	
(Mandatory in NH)	E.L. DISEASE - EA EMPLOYEE \$	
DESCRIPTION OF OPERATIONS below	E.L. DISEASE - POLICY LIMIT \$	
	Schedule if more snace is required	
Project Name: Contract #:	Schedule, if more space is required)	
(Name St. Tammany Parish Government as an additional insured).		
CERTIFICATE HOLDER	CANCELLATION	
St. Tammany Parish Government P.O. Box 628	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELI THE EXPIRATION DATE THEREOF, NOTICE WILL BE DEI ACCORDANCE WITH THE POLICY PROVISIONS.	LED BEFORE LIVERED IN
Covington, LA 70434	AUTHORIZED REPRESENTATIVE	

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**SECTION 11** 

Bond No.:
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# **CONTRACT AGREEMENT**

# **BETWEEN PARISH AND CONTRACTOR**

# BY: ST. TAMMANY PARISH GOVERNMENT

WITH:

UNITED STATES OF

AMERICA

**STATE OF LOUISIANA** 

**ST. TAMMANY PARISH** 

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

20\_\_\_\_, by and between: «txtREQCompanyName», hereinafter called the "Contractor", whose business address is «txtREQAddress», «txtREQCity», «txtREQState» «txtREQZip» and the St. Tammany Parish Government, hereinafter called the "Parish", whose business address is P.O. Box 628, Covington, LA 70434 (collectively, the "Parties") for «txtPROJECTNAME» project. Witnessed that the Contractor and the Parish, in consideration of premises and the mutual covenants, consideration and agreement herein contained, agree as follows:

# 1. SCOPE OF SERVICES

The Contractor shall furnish all labor and materials and perform all of the work required to build, construct and/or complete in a thorough and workmanlike manner:

«txtScopeSummary»

# 2. CONSTRUCTION DOCUMENTS

It is recognized by the Parties herein that said Construction Documents, including by way of example and not of limitation, the plans and Specifications, General Conditions, Supplementary General Conditions, any addenda thereto, the drawings (if any), and the bid, quote or other procurement documents 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. Copies of the aforementioned Construction Documents are in the possession of both the Contractor and the Parish for reference.
# **3. TIME FOR COMPLETION**

The work shall be commenced on a date to be specified in a written order of the Parish and shall be completed within «intCompletionTime» calendar days from and after said date.

# 4. COMPENSATION TO BE PAID TO THE CONTRACTOR

The Parish will pay and the Contractor will accept in full consideration for the performance of the Contract the sum of «curREQGrandTotal» dollars.

# 5. PERFORMANCE AND PAYMENT BOND

To these presents personally came and intervened \_\_\_\_\_\_, (Name of Attorney in Fact) herein acting for \_\_\_\_\_\_, a corporation organized (Surety) 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 company, as surety for the said Contractor, unto the said Parish, up to the sum of «curREQGrandTotal». 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 Parish from all costs and damages which he may suffer by said Contractor's non-performance or should said Contractor not pay all persons who have fulfilled 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).

Contractor and Parish specifically agree to and recognize (1) the statutory employer relationship existing between the Parish and any employees performing work under this Contract as employees of the Contractor or employees of the "Sub-Contractor", and (2) that the work performed by the employees of the Contractor and the employees of the "Sub-Contractor" is part of the Parish's business, occupation or trade and is essential to the ability of the Parish to generate their products or services, all of which is in accordance with LSA-R.S. 23:1061, and as may be amended.

# 6. LIABILITY AND INDEMNIFICATION

## A. Duty to Defend

Upon notice of any claim, demand, suit, or cause of action against the Parish, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The Parish may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the Parish's written consent before entering into any settlement or dismissal.

### **B.** Contractor Liability

Contractor shall be liable without limitation to the Parish for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.

## C. Force Majeure

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The Parish shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

# **D.** Indemnification

Contractor shall fully indemnify and hold harmless the Parish, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the Parish's act or failure to act.

E. Intellectual Property Indemnification

Contractor shall fully indemnify and hold harmless the Parish, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the Parish.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the Parish the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the Parish monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the Parish's unauthorized: i) modification or alteration of the product, material or service; ii) use of the product, material or service in combination with other products not furnished by Contractor; or, iii) use of the product, material or service in other than the specified operating conditions and environment.

# 7. MODIFICATION OF CONTRACT TERMS

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 Parish of any extensions of time for the performance of the Contract, or any other forbearance on the part of either the Parish 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.

# 8. TERMINATION, CANCELLATION, AND SUSPENSION

# A. Termination

The term of this Contract shall be binding upon the Parties hereto until the work has been completed by the Provider and accepted by the Parish, and all payments required to be made to the Provider have been made. But, this Contract may be terminated upon thirty (30) days written notice under any or all of the following conditions:

- 1) By mutual agreement and consent of the Parties hereto;
- By the Parish as a consequence of the failure of the Provider to comply with the terms, progress, or quality of the work in a satisfactory manner, proper allowances being made for circumstances beyond the control of the Provider;
- By either party upon failure of the other party to fulfill its obligations as set forth in this Contract;
- By the Parish with less than thirty (30) days' notice due to budgetary reductions and changes in funding priorities by the Parish;
- 5) In the event of the abandonment of the project by the Parish.

Upon termination, the Provider shall be paid for actual work performed prior to the Notice of Termination, either based upon the established hourly rate for services actually performed, or on a pro-rata share of the basic fee based upon the phase or percentage of work actually completed, depending on the type of compensation previously established under this Contract.

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Upon Termination, the Provider shall deliver to the Parish all original documents, notes, drawings, tracings, computer files, and other files pertaining to this Contract or the Work performed, except for the Provider's personal and administrative files.

# B. Cancellation

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the Parish. If the Parish fails to appropriate sufficient monies to provide for the continuation of this or any other Contract, or if such appropriation is reduced by the veto of Parish President by any means provided in the appropriations Ordinance 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. It is understood and agreed that paragraph (9)(C) below may preempt this paragraph, all at the exclusive and unilateral option of the Parish.

# C. Suspension

Should the Parish desire to suspend the work, but not definitely terminate the Contract, the Parish shall supply the Provider with thirty (30) days' notice. The Parish will also supply Provider thirty (30) days' notice that the work is to be reinstated and resumed in full force. Provider shall receive no additional compensation during the suspension period. The Parties may revisit the terms of this Contract during the suspension period. The suspension shall not exceed six (6) months, unless mutually agreed upon between the Parties.

- D. Failure to complete or deliver within the time specified or to provide the services as specified in the bid or response will constitute a default and may cause cancellation of the contract. Where the Parish has determined the contractor to be in default. The Parish reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with the cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid or response from the defaulting contractor will be considered.
- E. In the event of a default and/or breach of this agreement and this matter is forwarded to legal counsel, then the prevailing party may be entitled to collect a reasonable attorney fees and all costs associated therewith whether or not litigation is initiated. Attorney fees shall be based upon the current, reasonable prevailing rate for counsel in the private

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sector. The Parties agree to be responsible for such attorney fees, together for all with legal interest from date of agreement breach, plus all costs of collection.

- **F.** Termination or cancellation of this agreement will not affect any rights or duties arising under any term or condition herein.
- **G.** As to the filing of voluntary or involuntary bankruptcy by Provider, Provider agrees that if any execution or legal process is levied upon its interest in this Contract, or if any liens or privileges are filed against its interest, or if a petition in bankruptcy is filed against it, or if it is adjudicated bankrupt in involuntary proceedings, or if it should breach this Contract in any material respect, the Parish shall have the right, at its unilateral option, to immediately cancel and terminate this Contract. In the event that Provider is placed in any chapter of bankruptcy, voluntarily or involuntarily, or otherwise triggers any provision of the preceding sentence herein, it is understood and agreed that all materials, goods and/or services provided shall be and remain the property of the Parish. All rights of Provider as to goods, wares, products, services, materials and the like supplied to Parish shall be deemed forfeited.

# 9. RECORDATION OF CONTRACT

Contractor authorizes Parish to deduct from any payment due herein costs and service fees for recordation of this Contract in full or an excerpt hereof, or any revisions or modifications thereof as required by law.

# **10. AUTHORITY TO ENTER CONTRACT**

The undersigned representative of Contractor warrants and personally guarantees that he/she has the requisite and necessary authority to enter and sign this Contract on behalf of the corporate entity, partnership, etc. The undersigned Parties warrant and represent that they each have the respective authority and permission to enter this Contract. In the event that Contractor is a member of a corporation, partnership, L.L.C., L.L.P., or any other juridical entity, the Parish requires, as an additional provision, that Contractor supply a certified copy of a corporate resolution authorizing the undersigned to enter and sign this Contract. Another option to fulfill this additional provision he/she can supply Louisiana Secretary of State Business filings confirming that he/she is a managing member of a

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corporation, partnership, L.L.C., L.L.P., or any other juridical entity which authorizes the undersigned to enter and sign this Contract.

In Witness thereof, the Parties hereto on the day and year first above written have executed this Contract in One (1) counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

WITNESSES:	CONTRACTOR:
Signature	Signature
Print Name	Print Name
Signature	Title
Print Name	Date

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WITNESSES:	ST. TAMMANY PARISH GOVERNMENT:
Signature	Michael B. Cooper
Print Name	
Signature	Date
Print Name APPROVED BY:	
Assistant District Attorney- Civil Division	(Surety)
Date	Signature Print Name

#### SECTION 01 2000 PRICE AND PAYMENT PROCEDURES

### PART 1 GENERAL

#### **1.01 SECTION INCLUDES**

A. Procedures for preparation and submittal of applications for progress payments.1. See the General Condition of the Contract for Construction.

#### **1.02 MODIFICATION PROCEDURES**

- A. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect will issue instructions directly to Contractor.
- B. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
  - 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
  - 2. Promptly execute the change.
- C. For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 5 days.
- D. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
- E. Substantiation of Costs: Provide full information required for evaluation.
  - 1. On request, provide the following data:
    - a. Quantities of products, labor, and equipment.
    - b. Taxes, insurance, and bonds.
    - c. Overhead and profit.
    - d. Justification for any change in Contract Time.
    - e. Credit for deletions from Contract, similarly documented.
- F. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- G. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- H. Promptly revise progress schedules to reflect any change in Contract Time, revise subschedules to adjust times for other items of work affected by the change, and resubmit.
- I. Promptly enter changes in Project Record Documents.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

## END OF SECTION

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### SECTION 01 2300 ALTERNATES

## PART 1 GENERAL

# **1.01 SECTION INCLUDES**

A. Description of Alternates.

## **1.02 ACCEPTANCE OF ALTERNATES**

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.
- B. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

## 1.03 SCHEDULE OF ALTERNATES

- A. Alternate No. 1 Electrical and HVAC work:
  - 1. Base Bid Electrical: Conduit from 5 FT outside of building into crawl space and all interior conduit feeds and boxes, with pull strings, to baseboard receptacles and up to attic for HVAC work. Receptacle work shall incude empty boxes with blank plates. Conduit in attc shall be temporarily capped. End of conduit outside shall be capped and cearly and permanently marked.
  - 2. Base Bid HVAC: Install condensate line from attic down through wall cavity and run through exterior crawl space wall below porch and cap both ends
  - 3. Alternate 1 Electrical: All other electrical work shown
  - 4. Alternate 1 HVAC: All other HVAC work shown
- B. Alternate No. 2 Fencing:
  - 1. Base Bid: no fence/ leave chain link fence in place
  - 2. Alternate 2 work: All fencing and gate work shown in drawings

## PART 2 PRODUCTS - NOT USED

#### PART 3 EXECUTION - NOT USED

# **END OF SECTION**

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## SECTION 01 3000 ADMINISTRATIVE REQUIREMENTS

## PART 1 GENERAL

# **1.01 SECTION INCLUDES**

- A. General administrative requirements.
- B. Preconstruction meeting.
- C. Site mobilization meeting.
- D. Progress meetings.
- E. Progress photographs.
- F. Number of copies of submittals.
- G. Requests for Interpretation (RFI) procedures.
- H. Submittal procedures.

## 1.02 RELATED REQUIREMENTS

A. Section 01 6000 - Product Requirements: General product requirements.

## **1.03 GENERAL ADMINISTRATIVE REQUIREMENTS**

- A. Comply with requirements of Section 01 7000 Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.
- B. Make the following types of submittals to Architect:
  - 1. Requests for Interpretation (RFI).
  - 2. Requests for substitution.
  - 3. Shop drawings, product data, and samples.
  - 4. Test and inspection reports.
  - 5. Design data.
  - 6. Manufacturer's instructions and field reports.
  - 7. Applications for payment and change order requests.
  - 8. Progress schedules.
  - 9. Coordination drawings.
  - 10. Correction Punch List and Final Correction Punch List for Substantial Completion.
  - 11. Closeout submittals.

# PART 2 PRODUCTS - NOT USED

#### PART 3 EXECUTION

#### 3.01 PRECONSTRUCTION MEETING

- A. Architect will schedule a meeting after Notice of Award.
- B. Attendance Required:
  - 1. Owner.
  - 2. Architect.
  - 3. Contractor.
- C. Agenda:
  - 1. Distribution of Contract Documents.
  - 2. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
  - 3. Submission of initial Submittal schedule.
  - 4. Designation of personnel representing the parties to Contract and Architect.
  - 5. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
  - 6. Scheduling.

D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

#### 3.02 SITE MOBILIZATION MEETING

- A. Architect will schedule meeting at the Project site prior to Contractor occupancy.
- B. Attendance Required:
  - 1. Contractor.
  - 2. Owner.
  - 3. Architect.
  - 4. Contractor's superintendent.
  - 5. Major subcontractors.
- C. Agenda:
  - 1. Use of premises by Owner and Contractor.
  - 2. Owner's requirements.
  - 3. Construction facilities and controls provided by Owner.
  - 4. Temporary utilities provided by Owner.
  - 5. Security and housekeeping procedures.
  - 6. Schedules.
  - 7. Application for payment procedures.
  - 8. Procedures for testing.
  - 9. Procedures for maintaining record documents.
  - 10. Requirements for start-up of equipment.
  - 11. Inspection and acceptance of equipment put into service during construction period.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

## 3.03 PROGRESS MEETINGS

- A. Architect will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- B. Attendance Required:
  - 1. Contractor.
  - 2. Owner.
  - 3. Architect.
  - 4. Contractor's superintendent.
  - 5. Major subcontractors.
- C. Agenda:
  - 1. Review minutes of previous meetings.
  - 2. Review of work progress.
  - 3. Field observations, problems, and decisions.
  - 4. Identification of problems that impede, or will impede, planned progress.
  - 5. Review of submittals schedule and status of submittals.
  - 6. Review of RFIs log and status of responses.
  - 7. Review of off-site fabrication and delivery schedules.
  - 8. Maintenance of progress schedule.
  - 9. Corrective measures to regain projected schedules.
  - 10. Planned progress during succeeding work period.
  - 11. Coordination of projected progress.
  - 12. Maintenance of quality and work standards.
  - 13. Effect of proposed changes on progress schedule and coordination.
  - 14. Other business relating to work.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

### 3.04 PROGRESS PHOTOGRAPHS

- A. Submit photographs with each application for payment, taken not more than 3 days prior to submission of application for payment.
- B. Photography Type: Digital; electronic files.
- C. Provide photographs of site and construction throughout progress of work produced by an experienced photographer, acceptable to Architect.
- D. Views:
  - 1. Provide non-aerial photographs from four cardinal views at each specified time, until date of Substantial Completion.
  - 2. Consult with Architect for instructions on views required.
  - 3. Provide factual presentation.
  - 4. Provide correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion.
- E. Digital Photographs: 24 bit color, minimum resolution of 1024 by 768, in JPG format; provide files unaltered by photo editing software.
  - 1. Delivery Medium: Via email.
  - 2. File Naming: Include project identification, date and time of view, and view identification.
  - 3. PDF File: Assemble all photos into printable pages in PDF format, with 2 to 3 photos per page, each photo labeled with file name; one PDF file per submittal.

## 3.05 REQUESTS FOR INTERPRETATION (RFI)

- A. Definition: A request seeking one of the following:
  - 1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in Contract Documents.
  - 2. A resolution to an issue which has arisen due to field conditions and affects design intent.
- B. Whenever possible, request clarifications at the next appropriate project progress meeting, with response entered into meeting minutes, rendering unnecessary the issuance of a formal RFI.
- C. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
  - 1. Prepare a separate RFI for each specific item.
    - a. Review, coordinate, and comment on requests originating with subcontractors and/or materials suppliers.
    - b. Do not forward requests which solely require internal coordination between subcontractors.
  - 2. Prepare in a format and with content acceptable to Owner.
  - 3. Combine RFI and its attachments into a single electronic file. PDF format is preferred.
- D. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
  - 1. Include in each request Contractor's signature attesting to good faith effort to determine from Contract Documents information requiring interpretation.
  - 2. Unacceptable Uses for RFIs: Do not use RFIs to request the following::
    - a. Approval of submittals (use procedures specified elsewhere in this section).
    - b. Approval of substitutions (see Section 01 6000 Product Requirements)
    - c. Changes that entail change in Contract Time and Contract Sum (comply with provisions of the Conditions of the Contract).
    - d. Different methods of performing work than those indicated in the Contract Drawings and Specifications (comply with provisions of the Conditions of the Contract).

- 3. Improper RFIs: Requests not prepared in compliance with requirements of this section, and/or missing key information required to render an actionable response. They will be returned without a response.
- 4. Frivolous RFIs: Requests regarding information that is clearly indicated on, or reasonably inferable from, Contract Documents, with no additional input required to clarify the question. They will be returned without a response, with an explanatory notation.
  - a. The Owner reserves the right to assess the Contractor for the costs (on time-andmaterials basis) incurred by the Architect, and any of its consultants, due to processing of such RFIs.
- E. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
  - 1. Official Project name and number, and any additional required identifiers established in Contract Documents.
  - 2. Owner's, Architect's, and Contractor's names.
  - 3. Discrete and consecutive RFI number, and descriptive subject/title.
  - 4. Issue date, and requested reply date.
  - 5. Reference to particular Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
  - 6. Annotations: Field dimensions and/or description of conditions which have engendered the request.
  - 7. Contractor's suggested resolution: A written and/or a graphic solution, to scale, is required in cases where clarification of coordination issues is involved, for example; routing, clearances, and/or specific locations of work shown diagrammatically in Contract Documents. If applicable, state the likely impact of the suggested resolution on Contract Time or the Contract Sum.
- F. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.
- G. RFI Log: Prepare and maintain a tabular log of RFIs for the duration of the project.
  - 1. Indicate current status of every RFI. Update log promptly and on a regular basis.
  - 2. Note dates of when each request is made, and when a response is received.
  - 3. Highlight items requiring priority or expedited response.
  - 4. Highlight items for which a timely response has not been received to date.
  - 5. Identify and include improper or frivolous RFIs.
- H. Review Time: Architect will respond and return RFIs to Contractor within seven calendar days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 12:00 noon will be considered as having been received on the following regular working day.
  - 1. Response period may be shortened or lengthened for specific items, subject to mutual agreement, and recorded in a timely manner in progress meeting minutes.
- I. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Owner.
  - 1. Response may include a request for additional information, in which case the original RFI will be deemed as having been answered, and an amended one is to be issued forthwith. Identify the amended RFI with an R suffix to the original number.
  - 2. Do not extend applicability of a response to specific item to encompass other similar conditions, unless specifically so noted in the response.
  - 3. Upon receipt of a response, promptly review and distribute it to all affected parties, and update the RFI Log.
  - 4. Notify Architect within seven calendar days if an additional or corrected response is required by submitting an amended version of the original RFI, identified as specified

above.

## 3.06 SUBMITTAL SCHEDULE

- A. Submit to Architect for review a schedule for submittals in tabular format.
  - 1. Submit at the same time as the preliminary schedule specified in Section 01 3216 Construction Progress Schedule.
  - 2. Coordinate with Contractor's construction schedule and schedule of values.
  - 3. Format schedule to allow tracking of status of submittals throughout duration of construction.
  - 4. Arrange information to include scheduled date for initial submittal, specification number and title, submittal category (for review or for information), description of item of work covered, and role and name of subcontractor.
  - 5. Account for time required for preparation, review, manufacturing, fabrication and delivery when establishing submittal delivery and review deadline dates.
    - a. For assemblies, equipment, systems comprised of multiple components and/or requiring detailed coordination with other work, allow for additional time to make corrections or revisions to initial submittals, and time for their review.

## 3.07 SUBMITTALS-GENERAL

- A. Contractor shall prepare a comprehensive schedule of all submittals required in Project Manual.
  - 1. Schedule shall be transmitted to Architect for Review
  - 2. Contractor shall keep this schedule updated during the course of the project
  - 3. Contractor's failure to include a required submittal and Architect's failure to notice any discrepancies does not alleviate Contractor from supplying all required submittals.

#### 3.08 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
  - 1. Product data.
  - 2. Shop drawings.
  - 3. Samples for selection.
  - 4. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 7800 Closeout Submittals.

#### 3.09 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
  - 1. Design data.
  - 2. Certificates.
  - 3. Test reports.
  - 4. Inspection reports.
  - 5. Manufacturer's instructions.
  - 6. Manufacturer's field reports.
  - 7. Other types indicated.
- B. Submit for Architect's knowledge as contract administrator or for Owner.
- C. Submit Final Correction Punch List for Substantial Completion.
  - 1. Warranties.
  - 2. Bonds.
- D. Submit for Owner's benefit during and after project completion.

## 3.10 NUMBER OF COPIES OF SUBMITTALS

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
  - 1. After review, produce duplicates.
  - 2. Retained samples will not be returned to Contractor unless specifically so stated.

#### 3.11 SUBMITTAL PROCEDURES

- A. General Requirements:
  - 1. Use a single transmittal for related items.
  - 2. Sequentially identify each item. For revised submittals use original number and a sequential numerical suffix.
  - 3. Identify: Project; Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on each copy.
  - 4. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
    - a. Submittals from sources other than the Contractor, or without Contractor's stamp will not be acknowledged, reviewed, or returned.
  - 5. Deliver each submittal on date noted in submittal schedule, unless an earlier date has been agreed to by all affected parties, and is of the benefit to the project.
  - 6. Schedule submittals to expedite the Project, and coordinate submission of related items.
    - a. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
    - b. For sequential reviews involving Architect's consultants, Owner, or another affected party, allow an additional 7 days.
    - c. For sequential reviews involving approval from authorities having jurisdiction (AHJ), in addition to Architect's approval, allow an additional 30 days.
  - 7. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
  - 8. Provide space for Contractor and Architect review stamps.
  - 9. When revised for resubmission, identify all changes made since previous submission.
  - 10. Distribute reviewed submittals. Instruct parties to promptly report inability to comply with requirements.
  - 11. Incomplete submittals will not be reviewed, unless they are partial submittals for distinct portion(s) of the work, and have received prior approval for their use.
  - 12. Submittals not requested will not be recognized or processed.
- B. Product Data Procedures:
  - 1. Submit only information required by individual specification sections.
  - 2. Collect required information into a single submittal.
  - 3. Submit concurrently with related shop drawing submittal.
  - 4. Do not submit (Material) Safety Data Sheets for materials or products.
- C. Shop Drawing Procedures:
  - 1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting Contract Documents and coordinating related work.
  - 2. Do not reproduce Contract Documents to create shop drawings.
  - 3. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.
- D. Transmit each submittal with a copy of approved submittal form in Section 01 3000.1.

E. Deliver submittals to Architect at designated email address. Electronic submittals in PDF format are acceptable and MUST contain submittal format noted above.

# END OF SECTION

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#### SECTION 01 3216 CONSTRUCTION PROGRESS SCHEDULE

## PART 1 GENERAL

# **1.01 SECTION INCLUDES**

- A. Preliminary schedule.
- B. Construction progress schedule, bar chart type.

## 1.02 RELATED SECTIONS

A. Section 01 1000 - Summary: Work sequence.

## 1.03 REFERENCE STANDARDS

A. AGC (CPSM) - Construction Planning and Scheduling Manual; 2004.

## 1.04 SUBMITTALS

- A. Within 10 days after date of Agreement, submit preliminary schedule.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 10 days after joint review, submit complete schedule.
- D. Submit updated schedule with each Application for Payment.
- E. Submit the number of opaque reproductions that Contractor requires, plus one copies that will be retained by Architect.

#### 1.05 QUALITY ASSURANCE

A. Scheduler: Contractor's personnel or specialist Consultant specializing in CPM scheduling with one years minimum experience in scheduling construction work of a complexity comparable to this Project, and having use of computer facilities capable of delivering a detailed graphic printout within 48 hours of request.

#### 1.06 SCHEDULE FORMAT

- A. Listings: In chronological order according to the start date for each activity. Identify each activity with the applicable specification section number.
- B. Sheet Size: Multiples of 8-1/2 x 11 inches.

# PART 2 PRODUCTS - NOT USED

### PART 3 EXECUTION

#### 3.01 PRELIMINARY SCHEDULE

A. Prepare preliminary schedule in the form of a horizontal bar chart.

#### 3.02 CONTENT

- A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
- B. Identify each item by specification section number.
- C. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
- D. Provide legend for symbols and abbreviations used.

#### 3.03 BAR CHARTS

- A. Include a separate bar for each major portion of Work or operation.
- B. Identify the first work day of each week.

# 3.04 REVIEW AND EVALUATION OF SCHEDULE

- A. Participate in joint review and evaluation of schedule with Architect at each submittal.
- B. Evaluate project status to determine work behind schedule and work ahead of schedule.

C. After review, revise as necessary as result of review, and resubmit within 10 days.

## 3.05 UPDATING SCHEDULE

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity.
- C. Annotate diagrams to graphically depict current status of Work.
- D. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- E. Indicate changes required to maintain Date of Substantial Completion.
- F. Submit reports required to support recommended changes.

# 3.06 DISTRIBUTION OF SCHEDULE

- A. Distribute copies of updated schedules to Contractor's project site file, to subcontractors, suppliers, Architect, Owner, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.

# END OF SECTION

#### SECTION 01 3591 PERIOD TREATMENT PROCEDURES

#### PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. Construction procedures appropriate for working with historic sites and structures.
- B. Special procedures required for items and features of historical significance and value requiring special treatment.

## 1.02 RELATED REQUIREMENTS

A. Section 02 0342 - Removal and Salvage of Period Construction Materials.

## **1.03 DEFINITIONS**

- A. Consolidate: Strengthen loose or deteriorated materials in situ.
- B. Dismantle: Disassemble and detach items by hand from existing construction to the limits indicated, using small hand tools and small one-hand power tools, to protect nearby historic surfaces, and legally dispose of dismantled items off-site, unless indicated to be salvaged or reinstalled.
- C. Existing to Remain: Existing items that are not to be removed or dismantled. Protect materials as indicated.
- D. Historic: Spaces, areas, rooms, surfaces, materials, finishes, and overall appearance subject to preservation, rehabilitation, restoration, and reconstruction procedures defined in NPS (THP). Designation "HF" and words such as "historic," "historic fabric," "historic materials," "historic building materials," 'historic character,' or words of similar meaning indicate that the material or feature is considered to have aspects that require period treatment procedures.
- E. In-Kind: Matching existing in physical and visual aspects including, but not limited to, material, form, color, texture, and workmanship.
- F. Matching: Blending with adjacent construction and showing no apparent difference in material type, form, detail, color, texture, finish, or other visible and readily discernible characteristics, as determined and approved by Architect.
- G. Preserve: Apply measures to sustain existing form, integrity, and materials of a historic property; may include preliminary measures to protect and stabilize the property.
- H. Protect: Take precautions to keep historic materials of the building from damage or injury.
- I. Reconstruct: Remove existing item, refurbish existing or replicate damaged or missing components as indicated or directed, and reinstall in original position.
- J. Refinish: Remove existing finishes from base material and apply new finish to match original or as otherwise indicated.
- K. Remove: Detach or dismantle items from existing construction and dispose of them off-site, unless items are indicated to be salvaged or reinstalled.
- L. Remove and Reinstall: Detach or dismantle items from existing construction in a manner to prevent damage. Clean and prepare for reuse and reinstall in original location or in other location where indicated.
- M. Remove and Salvage: Detach or dismantle items from existing construction in a manner to prevent damage. Clean, package, label, and deliver salvaged items to Owner in ready-for-reuse condition.
- N. Repair: Correct damage and defects, retaining existing materials, features, and finishes and employing as few new materials as possible. Includes patching, piecing-in, splicing, consolidating, or reinforcing or upgrading materials with appropriate and approved materials and methods.

- O. Replace: Remove, duplicate, and reinstall entire item with new material. Use original item as the pattern unless noted otherwise.
- P. Replicate or Reproduce: Fabricate a new item in exact detail, materials, and finish as the original, unless otherwise indicated; referred to as replicas or reproductions.
- Q. Restore: Return to original condition; return to the condition extant during the period of interpretation.
- R. Retain: Existing to remain; keep existing items that are not to be removed or dismantled.
- S. Reversible: New construction work, treatment, or processes that can be removed or undone in the future without damaging historic materials.
- T. Stabilize: Provide reinforcement of unsafe or deteriorated items and maintain the present, essential form; reestablish weather-resistant enclosure.
- U. Strip: Remove existing finish down to base material, unless otherwise indicated.

### 1.04 REFERENCE STANDARDS

- A. ASTM C734 Standard Test Method for Low-Temperature Flexibility of Latex Sealants After Artificial Weathering; 2015 (Reapproved 2019).
- B. NFPA 241 Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2022, with Errata (2021).
- C. NPS (THP) The Secretary of The Interior's Standards For the Treatment of Historic Properties with Guidelines For Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings; 2017.

#### 1.05 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Conduct a preinstallation meeting one week prior to the start of the work of this section; require attendance by affected installers.
- B. Sequencing: Ensure that facility services and utility connections are achieved in an orderly and expeditious manner.

## 1.06 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements for submittal procedures.
- B. Quality Control Submittals:
  - 1. Practices and Treatments: Use NPS (THP) recommendations as a general guide for proposed practices and treatments, modified as necessary to suit project requirements and conditions.
  - 2. Substitutions: See Section 01 6000 Product Requirements.
    - a. Submit detailed description of proposed alternate methods and materials.
    - b. Submit evidence of successful use on comparable projects.
    - c. Testing: Program of testing or verification used to demonstrate effectiveness on comparable projects.
- C. Restoration specialist's qualification statement.
- D. Project supervisor's qualification statement.
- E. Existing Conditions Documentation: Prior to commencement of period treatment activities, document with digital photography, digital videography, digital photogrammetry, or similar means the existing exterior walls, interior walls, windows, doors, roofs and roofing, interior finishes, trim, and decorative elements indicated as subject to period treatment.
  - 1. Document historic items and features. Submit to-scale drawings of items indicated to be replicated. Provide configurations, details, and materials composition, as applicable.
- F. Project Record Documents:
  - 1. Record of conditions encountered before, during, and after completion of work.

2. Types and locations of identification and labels of new or replacement materials and features.

# 1.07 QUALITY ASSURANCE

- A. Restoration Specialist Qualifications: Company specializing in restoration work, with at least ten years of documented experience in comparable projects, and employing personnel skilled in the procedures and operations required by project scope of work.
- B. Project Supervisor: Master craftsperson should have at least five years of documented experience in leading work similar in size and scope to this project.
  - 1. Be present when a craftsperson begins to perform the work; explain the intended procedures.
  - 2. Supervise and actively participate in specific procedures.
- C. Craftspersons: Perform specific cleaning, repairing, and refinishing tasks; have demonstrated applicable successful experience in past historical preservation and restoration projects.
- D. Documents at Project Site: Maintain at the project site a copy of each referenced document for execution requirements.

## 1.08 MOCK-UPS

- A. See Section 01 4000 Quality Requirements for additional requirements.
- B. Arrange for one or more demonstration mock-ups, five feet long by five feet wide, using each type of proposed cleaning, repairing, and refinishing materials and methods.
  - 1. Refer to related technical period treatment sections for additional mock-up requirements.
  - 2. Perform demonstrations in presence of Architect.
  - 3. Proceed with mock-up work only after initial approval of proposed materials and methods by Architect.
    - a. Maintain the mock-up in its approved condition until final acceptance of the completed work.
- C. Locate where directed.
- D. Mock-ups may remain as part of the work.

# 1.09 DELIVERY, STORAGE, AND HANDLING

- A. Storage and Protection:
  - 1. Use and reuse materials original to the existing structure wherever practical. Store removed materials under cover, inside, and protect from damage.
  - 2. Label specific pieces or items to be removed. Label consistently and inconspicuously indicating original location, and document original position.
  - 3. Protect materials during storage and construction from rain, snow, or groundwater and from soiling with earth or other materials.
    - a. Store cementitious materials off ground, under cover, and in a dry location. Protect liquid components from freezing.
    - b. Comply with manufacturer's recommendations for minimum and maximum temperature requirements for storage.
  - 4. Store restoration and cleaning chemicals off-site or in metal cabinets on-site. Do not leave cans open or out of the cabinet overnight. Do not store in unlabeled containers.

#### 1.10 FIELD CONDITIONS

- A. Smoking and use of tobacco products by personnel performing work on or about designated period treatment areas is not allowed.
- B. Environmental Requirements:
  - 1. Wet or Humid Weather:
    - a. Do not remove exterior elements of structures when raining or rain is forecasted.
    - b. Do not apply primer, paint, putty, or epoxy when the relative humidity is above 80 percent and in accordance with manufacturer's recommendations.

- c. Do not repair exterior features in rain or fog.
- 2. Hot Weather: Work in the shade when the temperature is above 75 degrees F. Shield features or areas from excessive heat with protective netting or tarpaulins.
  - a. Hot Weather Maximum Application Ambient Temperatures:
    - 1) Paint: 85 degrees F.
    - 2) Putty: 80 degrees F.
    - 3) Epoxy: 80 degrees F.
- 3. Cold Weather: Do not perform exterior wet work when the air temperature is below 40 degrees F.
  - a. Cold Weather Minimum Application Ambient Temperatures:
    - 1) Paint: 50 degrees F.
    - 2) Putty: 50 degrees F.
    - 3) Epoxy: 55 degrees F.
  - b. Do not begin cleaning, patching, and similar work when frost or freezing temperatures are forecasted.
- C. Exterior Cleaning Procedures: Perform cleaning and rinsing of the exterior elements only during daylight hours.
- D. Protection of Existing Elements: In accordance with manufacturer's recommendations for use of proposed products and procedures and compatibility with adjacent historic building materials, components, and vegetation.

# PART 2 - PRODUCTS

# 2.01 PROTECTION PRODUCTS

- A. Temporary Exterior Enclosures: See Section 01 5000 Temporary Facilities and Controls.
- B. Adhesive Walk-Off, Tacky Mats: Mats with multiple layers of disposable, adhesive-coated sheets.
  - 1. Sheet Material: Polyethylene film.
  - 2. Adhesive: Acrylic.
  - 3. Applications: Indoor/Outdoor.
  - 4. Nominal Mat Size: Contractor's option, to provide adequate dirt trapping.
- C. Low-Tack Sealant: Temporary, flexible, watertight and weather-resistant seal, and removable without marring substrates for a period of up to 6 months.
  - 1. Low Temperature Flexibility: Pass at 32 degrees F, tested in accordance with ASTM C734.

#### 2.02 CLEANING MATERIALS

- A. General: Do not use incompatible materials that may contribute to damage of the element being cleaned.
- B. Use products specifically intended by the manufacturer for cleaning historic materials or elements.

#### 2.03 REPAIR MATERIALS

- A. General: Do not use incompatible materials contributing to damage of repaired elements.
- B. Matching: Unless otherwise required, use new materials that match historic materials in type, design, dimension, texture, detailing, and external appearance.

## 2.04 REFINISHING MATERIALS

- A. General: Do not use incompatible materials that may contribute to damage of the element being refinished.
- B. Matching: Unless otherwise required, use new materials that match historic materials in type, design, texture, detailing, and external appearance.

# **PART 3 - EXECUTION**

#### 3.01 PREPARATION

A. Dismantling: Follow the reverse order of original construction to the extent practicable.

#### 3.02 PERIOD TREATMENT SPECIAL PROCEDURES

- A. Comply with NFPA 241 including, but not limited to, applicable recommendations in Annex A.
- B. Period Treatment Work: Intended to halt deterioration and stabilize the condition of building elements. Repair is necessary where preservation is not sufficient to ensure mid- to long-term survival. Select repair means and methods based on minimal disturbance of existing materials, systems, and assemblies.
- C. Selective removal and salvage of identified historic items and materials and removal of rubbish and debris.
  - 1. Historic items and materials are indicated on drawings.
- D. Review proposed procedures for each type of element with Architect. Obtain approval from Architect before commencing work.
- E. Salvage as much existing material of each element as practicable; repair, consolidate, and restore rather than renew.
- F. Repair rather than replace architectural features wherever possible. Repair or replace missing features with accurate duplications.
- G. Use reversible processes wherever possible.
- H. Use methods that do not significantly change the aesthetic effect of existing elements.
- I. Document condition of items being worked on before, during, and after work is completed.
- J. Provide Owner's written approval of changes, additions, or removal of historic structural fabric or historic property.
- K. Notify Owner of visible changes in the integrity of material or components, e.g., environmental, such as biological attack, ultraviolet degradation, freeze-thaw, or structural defects such as cracks, movement, or distortion.
- L. Protect existing materials and substrates from damage.
- M. Protect existing elements and features removed, cleaned, and reused from material damage.
  - 1. Label salvaged items and features and store at project site, in designated location; protect from damage.
  - 2. Permanently label new or replacement materials and features in an unobtrusive manner. Record type of identification and location of labels.
- N. Exterior Work Procedures: Protect parts of the facility not included in this work from damage.
   1. Protect adjacent property from damage from this work.
  - 2. Do not attach scaffolding, ladders, and working platforms to building unless approved in writing by the Architect.
  - 3. Seal exterior openings to prevent entry of dust, debris, and water into the building.

#### END OF SECTION

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#### SECTION 01 4000 QUALITY REQUIREMENTS

# PART 1 GENERAL

# **1.01 SECTION INCLUDES**

- A. Submittals.
- B. Quality assurance.
- C. Control of installation.
- D. Mock-ups.
- E. Manufacturers' field services.
- F. Defect Assessment.

## 1.02 RELATED REQUIREMENTS

- A. Section 01 3000 Administrative Requirements: Submittal procedures.
- B. Section 01 4216 Definitions.
- C. Section 01 6000 Product Requirements: Requirements for material and product quality.

#### 1.03 REFERENCE STANDARDS

- A. ASTM C1021 Standard Practice for Laboratories Engaged in Testing of Building Sealants; 2008 (Reapproved 2014).
- B. ASTM D3740 Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2012a.
- C. ASTM E329 Standard Specification for Agencies Engaged in Construction Inspection and/or Testing; 2014a.
- D. ASTM E543 Standard Specification for Agencies Performing Nondestructive Testing; 2013.
- E. IAS AC89 Accreditation Criteria for Testing Laboratories; 2021.

#### 1.04 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements, for submittal procedures.
- B. Design Data: Submit for Architect's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents, or for Owner's information.
- C. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect, in quantities specified for Product Data.
  - 1. Indicate material or product complies with or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- D. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- E. Manufacturer's Field Reports: Submit reports for Architect's benefit as contract administrator or for Owner.
  - 1. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents.

#### **1.05 QUALITY ASSURANCE**

- A. Testing Agency Qualifications:
  - 1. Prior to start of work, submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.

- 2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
- 3. Qualification Statement: Provide documentation showing testing laboratory is accredited under IAS AC89.
- B. Designer Qualifications: Where professional engineering design services and design data submittals are specifically required of Contractor by Contract Documents, provide services of a Professional Engineer experienced in design of this type of work and licensed in the State of Louisiana.

#### 1.06 REFERENCES AND STANDARDS

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Comply with reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Architect shall be altered from Contract Documents by mention or inference otherwise in any reference document.

## 1.07 TESTING AND INSPECTION AGENCIES AND SERVICES

- A. Contractor shall employ and pay for services of an independent testing agency to perform specified testing.
- B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
- C. Contractor Employed Agency:
  - 1. Testing agency: Comply with requirements of ASTM E329, ASTM E543, ASTM C1021, ASTM C1077, ASTM C1093, and ASTM D3740.
  - 2. Inspection agency: Comply with requirements of ASTM D3740 and ASTM E329.
  - 3. Laboratory Qualifications: Accredited by IAS according to IAS AC89.
  - 4. Laboratory: Authorized to operate in the State of Louisiana.
  - 5. Laboratory Staff: Maintain a full time registered Engineer on staff to review services.
  - 6. Testing Equipment: Calibrated at reasonable intervals either by NIST or using an NIST established Measurement Assurance Program, under a laboratory measurement quality assurance program.

# PART 2 PRODUCTS - NOT USED

#### PART 3 EXECUTION

#### 3.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

#### 3.02 MOCK-UPS

- A. Before installing portions of the Work where mock-ups are required, construct mock-ups in location and size indicated for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work. The purpose of mock-up is to demonstrate the proposed range of aesthetic effects and workmanship.
- B. Accepted mock-ups establish the standard of quality the Architect will use to judge the Work.
- C. Tests shall be performed under provisions identified in this section and identified in the respective product specification sections.
- D. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- E. Accepted mock-ups shall be a comparison standard for the remaining Work.
- F. Where mock-up has been accepted by Architect and is specified in product specification sections to be removed, protect mock-up throughout construction, remove mock-up and clear area when directed to do so by Architect.

#### 3.03 TESTING AND INSPECTION

- A. See individual specification sections for testing and inspection required.
- B. Testing Agency Duties:
  - 1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
  - 2. Perform specified sampling and testing of products in accordance with specified standards.
  - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
  - 4. Promptly notify Architect and Contractor of observed irregularities or non-compliance of Work or products.
  - 5. Perform additional tests and inspections required by Architect.
  - 6. Submit reports of all tests/inspections specified.
- C. Limits on Testing/Inspection Agency Authority:
  - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
  - 2. Agency may not approve or accept any portion of the Work.
  - 3. Agency may not assume any duties of Contractor.
  - 4. Agency has no authority to stop the Work.
- D. Contractor Responsibilities:
  - 1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
  - 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
  - 3. Provide incidental labor and facilities:
    - a. To provide access to Work to be tested/inspected.
    - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.

- c. To facilitate tests/inspections.
- d. To provide storage and curing of test samples.
- 4. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- E. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect.
- F. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

### 3.04 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship as applicable, and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

### 3.05 DEFECT ASSESSMENT

A. Replace Work or portions of the Work not complying with specified requirements.

#### SECTION 01 4100 REGULATORY REQUIREMENTS

#### PART 1 GENERAL

#### 1.01 SUMMARY OF REFERENCE STANDARDS

- A. Regulatory requirements applicable to this project are the following:
- B. 28 CFR 35 Nondiscrimination on the Basis of Disability in State and Local Government Services; Final Rule; Department of Justice; current edition.
- C. 28 CFR 36 Nondiscrimination by Public Accommodations and in Commercial Facilities; Final Rule; Department of Justice; current edition.
- D. 36 CFR 1191 Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines; current edition.
- E. ADA Standards 2010 ADA Standards for Accessible Design; 2010.
- F. 29 CFR 1910 Occupational Safety and Health Standards; Current Edition.
- G. Zoning Code: St Tammany Parish.
- H. NFPA 101 Life Safety Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- I. Building Code: Louisiana State Uniform Construction Code (LSUCC) Latest Adopted Version.
- J. Plumbing Code: incorporated as part of the LSUCC.
- K. Mechanical Code: incorporated as part of the LSUCC.
- L. Fuel Gas Code: incorporated as part of the LSUCC.
- M. NFPA 70 National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

#### 1.02 RELATED REQUIREMENTS

A. Section 01 4000 - Quality Requirements.

#### **1.03 QUALITY ASSURANCE**

A. Contractor's Designer Qualifications: Refer to Section - 01 4000 - Quality Requirements.

## PART 2 PRODUCTS - NOT USED

## PART 3 EXECUTION - NOT USED

#### SECTION 01 4216 DEFINITIONS

# PART 1 GENERAL

# 1.01 SUMMARY

- A. This section supplements the definitions contained in the General Conditions.
- B. Other definitions are included in individual specification sections.

## 1.02 DEFINITIONS

- A. Furnish: To supply, deliver, unload, and inspect for damage.
- B. Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, start up, and make ready for use.
- C. Product: Material, machinery, components, equipment, fixtures, and systems forming the work result. Not materials or equipment used for preparation, fabrication, conveying, or erection and not incorporated into the work result. Products may be new, never before used, or re-used materials or equipment.
- D. Project Manual: The book-sized volume that includes the procurement requirements (if any), the contracting requirements, and the specifications.
- E. Provide: To furnish and install.
- F. Supply: Same as Furnish.

# PART 2 PRODUCTS - NOT USED

# PART 3 EXECUTION - NOT USED

#### SECTION 01 5000 TEMPORARY FACILITIES AND CONTROLS

### PART 1 GENERAL

## 1.01 SECTION INCLUDES

- A. Temporary telecommunications services.
- B. Temporary sanitary facilities.
- C. Temporary Controls: Barriers, enclosures, and fencing.
- D. Security requirements.
- E. Vehicular access and parking.
- F. Waste removal facilities and services.

### 1.02 TEMPORARY UTILITIES

- A. Owner will provide the following:
  - 1. Water supply, consisting of connection to existing facilities.
- B. Provide and pay for all electrical power, lighting, heating and cooling, and ventilation required for construction purposes.
- C. Use trigger-operated nozzles for water hoses, to avoid waste of water.

### 1.03 TELECOMMUNICATIONS SERVICES

- A. Provide, maintain, and pay for telecommunications services to field office at time of project mobilization.
- B. Architect will pay for own telecommunications services.

### 1.04 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Use of existing facilities is not permitted.
- C. Maintain daily in clean and sanitary condition.

#### 1.05 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-ofway and for public access to existing building.
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

## 1.06 FENCING

- A. Construction: Contractor's option.
  - . Subject building is currently surrounded by chain link fencing. Contractor shall inspect fencing for integrity and make any repairs necessary for use as temporary construction fencing for project. Contracor shall provide temporary screen fabric for fencing

## **1.07 EXTERIOR ENCLOSURES**

A. Provide temporary weather tight closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

### 1.08 SECURITY

A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.

B. Coordinate with Owner's security program.

#### 1.09 VEHICULAR ACCESS AND PARKING

- A. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.
- B. Coordinate access and haul routes with governing authorities and Owner.
- C. Provide and maintain access to fire hydrants, free of obstructions.
- D. Provide means of removing mud from vehicle wheels before entering streets.
- E. Existing parking areas designated by Owner may be used for construction.

## 1.10 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

## 1.11 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.
- B. Remove underground installations to a minimum depth of 2 feet. Grade site as indicated.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing facilities used during construction to original condition.
- E. Restore new permanent facilities used during construction to specified condition.

## PART 2 PRODUCTS - NOT USED

## PART 3 EXECUTION - NOT USED

#### SECTION 01 6000 PRODUCT REQUIREMENTS

#### PART 1 GENERAL

### 1.01 SECTION INCLUDES

- A. General product requirements.
- B. Re-use of existing products.
- C. Transportation, handling, storage and protection.
- D. Product option requirements.
- E. Substitution limitations.
- F. Maintenance materials, including extra materials, spare parts, tools, and software.

### 1.02 REFERENCE STANDARDS

- A. 16 CFR 260.13 Guides for the Use of Environmental Marketing Claims; Federal Trade Commission; Recycled Content; Current Edition.
- B. NFPA 70 National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

### 1.03 SUBMITTALS

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
  - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

## PART 2 PRODUCTS

#### 2.01 EXISTING PRODUCTS

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by Contract Documents.
- B. Unforeseen historic items encountered remain the property of the Owner; notify Owner promptly upon discovery; protect, remove, handle, and store as directed by Owner.
- C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.

#### 2.02 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by Contract Documents.
- B. Use of products having any of the following characteristics is not permitted:
  - 1. Made using or containing CFC's or HCFC's.
  - 2. Made of wood from newly cut old growth timber.
  - 3. Containing lead, cadmium, or asbestos.
- C. Provide interchangeable components of the same manufacture for components being replaced.

#### 2.03 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.

- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

### 2.04 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

#### PART 3 EXECUTION

#### 3.01 SUBSTITUTION LIMITATIONS

#### 3.02 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

#### 3.03 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Provide off-site storage and protection when site does not permit on-site storage or protection.
- G. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- H. Comply with manufacturer's warranty conditions, if any.
- I. Do not store products directly on the ground.
- J. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- K. Prevent contact with material that may cause corrosion, discoloration, or staining.
- L. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

M. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

### **SECTION 01 6116**

## VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS

## PART 1 GENERAL

## **1.01 SECTION INCLUDES**

- A. Requirements for Indoor-Emissions-Restricted products.
- B. Requirements for VOC-Content-Restricted products.

### 1.02 RELATED REQUIREMENTS

A. Section 01 3000 - Administrative Requirements: Submittal procedures.

### **1.03 DEFINITIONS**

- A. Indoor-Emissions-Restricted Products: All products in the following product categories, whether specified or not:
- B. VOC-Content-Restricted Products: All products in the following product categories, whether specified or not:
  - 1. Interior paints and coatings applied on site.
  - 2. Interior adhesives and sealants applied on site, including flooring adhesives.
- C. Interior of Building: Anywhere inside the exterior weather barrier.
- D. Adhesives: All gunnable, trowelable, liquid-applied, and aerosol adhesives, whether specified or not; including flooring adhesives, resilient base adhesives, and pipe jointing adhesives.
- E. Sealants: All gunnable, trowelable, and liquid-applied joint sealants and sealant primers, whether specified or not; including firestopping sealants and duct joint sealers.
- F. Inherently Non-Emitting Materials: Products composed wholly of minerals or metals, unless they include organic-based surface coatings, binders, or sealants; and specifically the following:
  - 1. Concrete.
  - 2. Clay brick.
  - 3. Metals that are plated, anodized, or powder-coated.
  - 4. Glass.
  - 5. Ceramics.
  - 6. Solid wood flooring that is unfinished and untreated.

## 1.04 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.
- B. ASTM D3960 Standard Practice for Determining Volatile Organic Compound (VOC) Content of Paints and Related Coatings; 2005 (Reapproved 2018).
- C. CARB (SCM) Suggested Control Measure for Architectural Coatings; California Air Resources Board; 2020.
- D. SCAQMD 1113 Architectural Coatings; 1977, with Amendment (2016).
- E. SCAQMD 1168 Adhesive and Sealant Applications; 1989, with Amendment (2022).

## 1.05 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements for submittal procedures.
- B. Product Data: For each VOC-restricted product used in the project, submit evidence of compliance.

#### 1.06 QUALITY ASSURANCE

- A. VOC Content Test Method: 40 CFR 59, Subpart D (EPA Method 24), or ASTM D3960, unless otherwise indicated.
  - 1. Evidence of Compliance: Acceptable types of evidence are:
    - a. Report of laboratory testing performed in accordance with requirements.

B. Testing Agency Qualifications: Independent firm specializing in performing testing and inspections of the type specified in this section.

## PART 2 PRODUCTS

### 2.01 MATERIALS

- A. VOC-Content-Restricted Products: VOC content not greater than required by the following:
  - 1. Adhesives, Including Flooring Adhesives: SCAQMD 1168 Rule.
  - 2. Joint Sealants: SCAQMD 1168 Rule.
  - 3. Paints and Coatings: Each color; most stringent of the following:
    - a. 40 CFR 59, Subpart D.
    - b. SCAQMD 1113 Rule.
    - c. CARB (SCM).

## PART 3 EXECUTION

### 3.01 FIELD QUALITY CONTROL

- A. Owner reserves the right to reject non-compliant products, whether installed or not, and require their removal and replacement with compliant products at no extra cost to Owner.
- B. Additional costs to restore indoor air quality due to installation of non-compliant products will be borne by Contractor.

### SECTION 01 6116.01 ACCESSORY MATERIAL VOC CONTENT CERTIFICATION FORM

#### FORM

## 1.01 IDENTIFICATION:

- A. Project Name: \_\_\_\_\_
- B. Project No.: \_\_\_\_\_
- C. Architect:

### 1.02 USE OF THIS FORM:

- A. Because installers are allowed and directed to choose accessory materials suitable for the applicable installation, there is a possibility that such accessory materials might contain VOC content in excess of that permitted, especially where such materials have not been explicitly specified.
- B. Contractor is required to obtain and submit this form from each installer of work on this project.
- C. For each product category listed, circle the correct words in brackets: either [HAS] or [HAS NOT].
- D. If any of these accessory materials has been used, attach to this form product data and MSDS sheet for each such product.

### 1.03 VOC CONTENT RESTRICTIONS ARE SPECIFIED IN SECTION 01 6116.

### 2.01 PRODUCT CERTIFICATION

- A. I certify that the installation work of my firm on this project:
  - 1. [HAS] [HAS NOT] required the use of any ADHESIVES.
  - 2. [HAS] [HAS NOT] required the use of any JOINT SEALANTS.
  - 3. [HAS] [HAS NOT] required the use of any PAINTS OR COATINGS.
  - 4. [HAS] [HAS NOT] required the use of any COMPOSITE WOOD or AGRIFIBER PRODUCTS.
- B. Product data and MSDS sheets are attached.

#### 3.01 CERTIFIED BY: (INSTALLER/MANUFACTURER/SUPPLIER FIRM)

- A. Firm Name: \_\_\_\_\_
- B. Print Name: \_\_\_\_\_
- C. Signature:
- D. Title: \_\_\_\_\_ (officer of company)
- E. Date: \_\_\_\_\_

#### SECTION 01 7000 EXECUTION AND CLOSEOUT REQUIREMENTS

### PART 1 GENERAL

## 1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition.
- C. Pre-installation meetings.
- D. Cutting and patching.
- E. Cleaning and protection.
- F. Starting of systems and equipment.
- G. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.
- H. General requirements for maintenance service.

## 1.02 RELATED REQUIREMENTS

- A. Section 01 1000 Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- B. Section 01 3000 Administrative Requirements: Submittals procedures, Electronic document submittal service.
- C. Section 01 4000 Quality Requirements: Testing and inspection procedures.
- D. Section 01 5000 Temporary Facilities and Controls: Temporary exterior enclosures.
- E. Section 01 7800 Closeout Submittals: Project record documents, operation and maintenance data, warranties, and bonds.

#### 1.03 REFERENCE STANDARDS

A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2022, with Errata (2021).

#### 1.04 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements, for submittal procedures.
- B. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
  - 1. Structural integrity of any element of Project.
  - 2. Integrity of weather exposed or moisture resistant element.
  - 3. Efficiency, maintenance, or safety of any operational element.
  - 4. Visual qualities of sight exposed elements.
  - 5. Work of Owner or separate Contractor.
  - 6. Include in request:
    - a. Identification of Project.
    - b. Location and description of affected work.
    - c. Necessity for cutting or alteration.
    - d. Description of proposed work and products to be used.
    - e. Alternatives to cutting and patching.
    - f. Effect on work of Owner or separate Contractor.
    - g. Written permission of affected separate Contractor.
    - h. Date and time work will be executed.
- C. Project Record Documents: Accurately record actual locations of capped and active utilities.

## 1.05 PROJECT CONDITIONS

A. Use of explosives is not permitted.

- B. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- C. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

#### 1.06 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Notify affected utility companies and comply with their requirements.
- C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean-up of work of separate sections.
- G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

## PART 2 PRODUCTS

#### 2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 6000 Product Requirements.

## PART 3 EXECUTION

## 3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

#### 3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

#### 3.03 PREINSTALLATION MEETINGS

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Architect four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
  - 1. Review conditions of examination, preparation and installation procedures.
  - 2. Review coordination with related work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

### 3.04 GENERAL INSTALLATION REQUIREMENTS

- A. In addition to compliance with regulatory requirements, conduct construction operations in compliance with NFPA 241, including applicable recommendations in Appendix A.
- B. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- C. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- D. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- E. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- F. Make neat transitions between different surfaces, maintaining texture and appearance.

## 3.05 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
  - 1. Verify that construction and utility arrangements are as indicated.
  - 2. Report discrepancies to Architect before disturbing existing installation.
  - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Remove existing work as indicated and as required to accomplish new work.
  - 1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
  - 2. Remove items indicated on drawings.
  - 3. Relocate items indicated on drawings.
  - 4. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
  - 5. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- C. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
  - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.

- 2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
- 3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
  - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
  - b. Provide temporary connections as required to maintain existing systems in service.
- 4. Verify that abandoned services serve only abandoned facilities.
- 5. Remove abandoned pipe, ducts, conduits, and equipment; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- D. Protect existing work to remain.
  - 1. Prevent movement of structure; provide shoring and bracing if necessary.
  - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
  - 3. Repair adjacent construction and finishes damaged during removal work.
- E. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
  - 1. When existing finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.
- F. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- G. Refinish existing surfaces as indicated:
  - 1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
  - 2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- H. Clean existing systems and equipment.
- I. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- J. Do not begin new construction in alterations areas before demolition is complete.
- K. Comply with all other applicable requirements of this section.

## 3.06 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
  - 1. Complete the work.
  - 2. Fit products together to integrate with other work.
  - 3. Provide openings for penetration of mechanical, electrical, and other services.
  - 4. Match work that has been cut to adjacent work.
  - 5. Repair areas adjacent to cuts to required condition.
  - 6. Repair new work damaged by subsequent work.
  - 7. Remove samples of installed work for testing when requested.
  - 8. Remove and replace defective and non-complying work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.

- E. Employ skilled and experienced installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Fit work water tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- I. Patching:
  - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
  - 2. Match color, texture, and appearance.
  - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

### 3.07 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

### 3.08 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Prohibit traffic from landscaped areas.
- H. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

#### 3.09 SYSTEM STARTUP

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- C. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- D. Verify that wiring and support components for equipment are complete and tested.
- E. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.

- F. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- G. Submit a written report that equipment or system has been properly installed and is functioning correctly.

### 3.10 ADJUSTING

A. Adjust operating products and equipment to ensure smooth and unhindered operation.

#### 3.11 FINAL CLEANING

- A. Use cleaning materials that are nonhazardous.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- E. Clean filters of operating equipment.
- F. Clean debris from roofs, gutters, downspouts, scuppers, and overflow drains.
- G. Clean site; sweep paved areas, rake clean landscaped surfaces.
- H. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

## 3.12 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.1. Provide copies to Architect and Owner.
- B. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.
- C. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.
- D. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.
- E. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- F. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.
- G. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

## 3.13 MAINTENANCE

- A. Provide service and maintenance of components indicated in specification sections.
- B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.
- C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.

- D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

#### SECTION 01 7800 CLOSEOUT SUBMITTALS

### PART 1 GENERAL

## 1.01 SECTION INCLUDES

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and bonds.

### 1.02 RELATED REQUIREMENTS

- A. Section 01 3000 Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- B. Section 01 7000 Execution and Closeout Requirements: Contract closeout procedures.
- C. Individual Product Sections: Specific requirements for operation and maintenance data.
- D. Individual Product Sections: Warranties required for specific products or Work.

## 1.03 SUBMITTALS

- A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
- B. Operation and Maintenance Data:
  - 1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
  - 2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
  - 3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
  - 4. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
  - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
  - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
  - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

## PART 2 PRODUCTS - NOT USED

#### PART 3 EXECUTION

## 3.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
  - 1. Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other modifications to the Contract.
  - 5. Reviewed shop drawings, product data, and samples.
  - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.

- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
  - 1. Manufacturer's name and product model and number.
  - 2. Product substitutions or alternates utilized.
  - 3. Changes made by Addenda and modifications.
- F. Record Drawingsand Shop Drawings: Legibly mark each item to record actual construction including:
  - 1. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
  - 2. Field changes of dimension and detail.
  - 3. Details not on original Contract drawings.

### 3.02 OPERATION AND MAINTENANCE DATA

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

#### 3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:
  - Product data, with catalog number, size, composition, and color and texture designations.
    Information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- D. Additional information as specified in individual product specification sections.
- E. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

### 3.04 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.

- F. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- G. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- H. Text: Manufacturer's printed data, or typewritten data on 20 pound paper.
- I. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- J. Arrangement of Contents: Organize each volume in parts as follows:
  - 1. Project Directory.
  - 2. Table of Contents, of all volumes, and of this volume.
  - 3. Operation and Maintenance Data: Arranged by system, then by product category.
    - a. Source data.
    - b. Product data, shop drawings, and other submittals.
    - c. Operation and maintenance data.
    - d. Field quality control data.
    - e. Photocopies of warranties and bonds.

### 3.05 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Include originals of each in operation and maintenance manuals, indexed separately on Table of Contents.

#### SECTION 02 0342

### REMOVAL AND SALVAGE OF PERIOD CONSTRUCTION MATERIALS

### PART 1 GENERAL

## 1.01 SECTION INCLUDES

- A. Work includes deconstruction and salvage of identified historic items and materials and removal of rubbish and debris.
- B. Specified procedures required for preservation, rehabilitation, restoration, and reconstruction treatment areas.
- C. Historic items and materials are indicated on drawings.

#### 1.02 RELATED REQUIREMENTS

A. Section 01 3591 - Period Treatment Procedures for general historic preservation project requirements.

#### 1.03 DEFINITIONS

- A. Debris: Nonhistoric building materials and contents destroyed during demolition.
- B. Deconstruction: Systematic dismantling and removal of a structure or its parts and salvage of elements and components for reuse, recycling, and retaining maximum value.

#### 1.04 REFERENCE STANDARDS

- A. 29 CFR 1926 Safety and Health Regulations for Construction; Current Edition.
- B. NFPA 241 Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2022, with Errata (2021).

## 1.05 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements for submittal procedures.
- B. Deconstruction Crew's Qualification Statement: Documentation of three consecutive years of work of this type, including similar projects identifying when, where, and for whom the work was performed.
  - 1. Include current point-of-contact information for references.
- C. Work Plan: Detailed, proposed instructions for each type of operation of procedures for accomplishment of deconstruction work, including detailed description of the methods and equipment to be used and sequence of operations. Include the following:
  - 1. Extent of deconstruction, removal sequences, temporary and permanent bracing and shoring, and location and construction of barricades.
  - 2. Instructions for removal and disposition of period materials specified to be salvaged or recycled.

#### 1.06 QUALITY ASSURANCE

A. Deconstruction Crew Qualifications: Workers trained and experienced in removal and salvage of historic materials.

#### 1.07 FIELD CONDITIONS

- A. Comply with applicable requirements of NFPA 241.
- B. Protection of Existing Historic Property: Before beginning removal, salvage, or demolition work, survey the site and examine the drawings and specifications to determine the extent of the work. Take necessary precautions to avoid damage to existing items to remain in place, be reused, or remain Owner's property. Repair or restore to original condition items damaged by Contractor, using approved means, methods, and techniques. Replace items that cannot be successfully repaired or restored to original condition.
  - 1. Construct and maintain shoring, bracing, and supports required as a result of cutting, removal, or demolition work
  - 2. Ensure that structural elements are not overloaded.

- C. Store materials to be salvaged or recycled daily, out of contact with the ground, under weathertight covering, in areas designated by Owner, and in the manner direct by Owner.
- D. Hazardous Materials: Comply with 29 CFR 1926 and state and local regulations.

### PART 2 PRODUCTS (NOT USED)

#### PART 3 EXECUTION

#### 3.01 PERIOD TREATMENT, GENERAL

A. See Section 01 3591 for special procedure requirements related to elements and features of historical significance and value.

### 3.02 GENERAL PROCEDURES

- A. Drawings indicating existing construction, building services, and site utilities are based on casual field observation and existing record documents only.
  - 1. Verify that construction, building services, and site utilities arrangements are as indicated.
  - 2. Report discrepancies to Architect before disturbing existing historic elements.
  - 3. Beginning of work constitutes acceptance of existing conditions that are apparent upon examination at that time.
- B. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; exercise care to prevent water and humidity damage.

#### 3.03 ENVIRONMENTAL CONTROLS

A. Comply with federal, state, and local regulations pertaining to water, air, solid waste, recycling, chemical waste, sanitary waste, sediment, and noise pollution.

#### 3.04 ITEMS TO BE SALVAGED

- A. General: Salvage elements and components to the maximum extent possible. Maintain a chain of custody of salvaged materials, including the condition of such materials before and after salvage operations.
  - 1. Remove historic items to be salvaged from the structure prior to deconstruction work.
  - 2. Accomplish removal of salvageable items by hand labor to the maximum extent possible.
  - 3. Take care not to damage historic portions of the structure scheduled to remain or items identified for salvage.
- B. Wood Elements: Remove intact and salvage wood elements indicated on drawings.
- C. Doors and Windows: Remove intact and salvage doors and windows indicated on drawings.

#### 3.05 MATERIALS TO BE REMOVED

- A. Remove existing nonhistoric elements as indicated and as required to allow direct access to period construction elements indicated to be restored or salvaged for reuse.
  - 1. Remove nonhistoric finishes.
  - 2. Remove items indicated on drawings.
- B. Services: Remove existing systems and equipment to extent indicated, including but not limited to Plumbing, HVAC, Electrical, and Telecommunications elements:
  - 1. Verify that abandoned services serve only abandoned facilities prior to commencing removals.
- C. Protect existing historic elements.
  - 1. Prevent movement of structure; provide temporary, removable shoring and bracing if necessary.
  - 2. Perform cutting to accomplish removals neatly, minimizing overcutting.

# 3.06 MATERIALS TO BE RECYCLED

- A. Recycle removed nonhistoric materials to the maximum extent possible. Remove recyclable materials by hand wherever possible.
- B. Recycle items indicated on drawings.

## 3.07 CLEANING

A. Upon completion of work, clean dust, dirt, and debris caused by salvage and demolition operations from portions of existing structure to remain and adjacent areas. Remove and transport debris and rubbish in a manner that prevents spillage on streets or adjacent areas. Obey local regulations regarding hauling and disposal.

#### SECTION 02 4100 DEMOLITION

### PART 1 GENERAL

## 1.01 SECTION INCLUDES

A. Selective demolition of building elements for alteration purposes.

#### 1.02 RELATED REQUIREMENTS

- A. Section 01 1000 Summary: Limitations on Contractor's use of site and premises.
- B. Section 01 1000 Summary: Description of items to be salvaged or removed for re-use by Contractor.
- C. Section 01 5000 Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.
- D. Section 01 6000 Product Requirements: Handling and storage of items removed for salvage and relocation.
- E. Section 01 7000 Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.

### 1.03 DEFINITIONS

- A. Demolition: Dismantle, raze, destroy or wreck any building or structure or any part thereof.
- B. Remove: Detach or dismantle items from existing construction and dispose of them off site, unless items are indicated to be salvaged or reinstalled.
- C. Remove and Salvage: Detach or dismantle items from existing construction in a manner to prevent damage. Clean, package, label and deliver salvaged items to Owner in ready-for-reuse condition.
- D. Remove and Reinstall: Detach or dismantle items from existing construction in a manner to prevent damage. Clean and prepare for reuse and reinstall where indicated.
- E. Existing to Remain: Designation for existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.

### 1.04 REFERENCE STANDARDS

A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2022, with Errata (2021).

# 1.05 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements for submittal procedures.
- B. Site Plan: Indicate:
  - 1. Areas for temporary construction and field offices.
- C. Demolition firm qualifications.
- D. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

## PART 3 EXECUTION

## 2.01 DEMOLITION

- A. Remove portions of the existing building as noted on drawings
- B. Remove other items indicated, for salvage and relocation.

#### 2.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
  - 1. Obtain required permits.

- 2. Comply with applicable requirements of NFPA 241.
- 3. Use of explosives is not permitted.
- 4. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
- 5. Provide, erect, and maintain temporary barriers and security devices.
- 6. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
- 7. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
- 8. Do not close or obstruct roadways or sidewalks without permits from authority having jurisdiction.
- 9. Conduct operations to minimize obstruction of public and private entrances and exits. Do not obstruct required exits at any time. Protect persons using entrances and exits from removal operations.
- 10. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon, or limit access to their property.
- B. Do not begin removal until receipt of notification to proceed from Owner.
- C. Do not begin removal until built elements to be salvaged or relocated have been removed.
- D. Protect existing structures and other elements to remain in place and not removed.
  - 1. Provide bracing and shoring.
  - 2. Prevent movement or settlement of adjacent structures.
  - 3. Stop work immediately if adjacent structures appear to be in danger.
- E. Minimize production of dust due to demolition operations. Do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.
- F. Hazardous Materials:
  - 1. Hazardous materials are present in the form of Lead Paint. Owner's Environmental Consultant's Protocol specifications for abatement are included in the scope of the work.
- G. Perform demolition in a manner that maximizes salvage and recycling of materials.
  - 1. Dismantle existing construction and separate materials.
  - 2. Set aside reusable, recyclable, and salvageable materials; store and deliver to collection point or point of reuse.

## 2.03 EXISTING UTILITIES

- A. Coordinate work with utility companies. Notify utilities before starting work, comply with their requirements, and obtain required permits.
- B. Do not disrupt public utilities without permit from authority having jurisdiction.
- C. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Owner.
- D. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.
- E. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.

### 2.04 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Existing construction and utilities indicated on drawings are based on casual field observation and existing record documents only.
  - 1. Verify construction and utility arrangements are as indicated.
  - 2. Report discrepancies to Architect before disturbing existing installation.

- 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Maintain weatherproof exterior building enclosure, except for interruptions required for replacement or modifications; prevent water and humidity damage.
- C. Remove existing work as indicated and required to accomplish new work.
  - 1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction indicated.
  - 2. Remove items indicated on drawings.
- D. Services including, but not limited to, HVAC, Plumbing, and Electrical: Remove existing systems and equipment as indicated.
  - 1. Verify that abandoned services serve only abandoned facilities before removal.
  - 2. Remove abandoned pipe, ducts, conduits, and equipment. Remove back to source of supply where possible, otherwise cap stub and tag with identification.
- E. Protect existing work to remain.
  - 1. Prevent movement of structure. Provide shoring and bracing as required.
  - 2. Perform cutting to accomplish removal work neatly and as specified for cutting new work.
  - 3. Repair adjacent construction and finishes damaged during removal work.
  - 4. Patch to match new work.

## 2.05 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.
#### SECTION 04 0300 CONSERVATION TREATMENT FOR PERIOD MASONRY

#### PART 1 GENERAL

# **1.01 SECTION INCLUDES**

- A. Cleaning of existing masonry surfaces.
- B. Raking and repointing of existing mortar joints.

#### 1.02 RELATED REQUIREMENTS

A. Section 01 3591 - Period Treatment Procedures for general historic preservation project requirements.

#### **1.03 ABBREVIATIONS AND ACRONYMS**

- A. NPS: National Park Service, part of U.S. Department of the Interior.
- B. TPS: Technical Preservation Services, part of National Park Service.

#### 1.04 DEFINITIONS

- A. Aggregates: Sand component of mortar.
- B. Biocide: Chemical treatment that inhibits, deters, or controls organic growth typically removed by cleaning following biocide treatment.
- C. Binder: Component of mortar that binds aggregate particles into a cohesive material.
- D. Dispersed Lime Crack Injection: Repair method in which dispersed lime material is injected using a needle or syringe into small cracks ranging in width from hairline to 1/8 inch.
- E. Consolidant: Chemical product to strengthen loose or deteriorated stone.
- F. In situ: Masonry units and mortar remain in place and are restored without removal.
- G. Lime Wash: Protective surface treatment comprised of calcium hydroxide particles in suspension in water, along with small amounts of calcium carbonate, silica particles, and other minerals.
- H. New Elements: New, nonhistoric materials added to masonry structures to aid in resistance to structural loads or water infiltration.
- I. Patching: Use of substitute repair materials to treat damaged or deteriorated masonry units in situ.
- J. Repointing: Removal of existing mortar joints to specified depth and replacement with mortar matching color, texture, and performance of original mortar, and with water vapor transmission, bond, hardness, and flexibility compatible with original mortar, tested in accordance with ASTM C1713.
- K. Retooling: Chisel is used to recreate surrounding stone texture finish.
- L. Surface Treatment: Application of traditional materials or contemporary chemical products to surface of masonry to provide protection to the masonry and mortar or reduce water infiltration.
- M. Wall System: Masonry structures comprised of different materials but functioning holistically; restoration and cleaning processes should take into account effects on the adjacent materials and the building as a whole.

#### 1.05 REFERENCE STANDARDS

- A. ASTM C141/C141M Standard Specification for Hydrated Hydraulic Lime for Structural Purposes; 2014.
- B. ASTM C144 Standard Specification for Aggregate for Masonry Mortar; 2018.
- C. ASTM C1713 Standard Specification for Mortars for the Repair of Historic Masonry; 2023.
- D. NPS (THP) The Secretary of The Interior's Standards For the Treatment of Historic Properties with Guidelines For Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings;

2017.

E. TMS 402/602 - Building Code Requirements and Specification for Masonry Structures; 2022, with Errata (2024).

# **1.06 ADMINISTRATIVE REQUIREMENTS**

- A. Preinstallation Meeting: Convene one week prior to commencing work of this section.
  - 1. Require attendance of parties directly affecting work of this section.
  - 2. Review installation conditions, procedures, and coordination with related work.
- B. Scheduling of Period Treatments: Perform cleaning and washing of masonry between the hours of 7 a.m. and 7 p.m. only.

# 1.07 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on cleaning compounds.
- C. Repointing Schedule: Detailed schedule of areas to be repointed, including assessment of the problem areas and detailed description of repointing procedures. Include the following:
  - 1. Description of existing general masonry failures that contribute to mortar losses and scheduling for repairs prior to repointing.
  - 2. Results of analysis of existing and repair mortar types and colors.
  - 3. 'Before' photos of areas to be repointed.
- D. Manufacturer's Instructions: For cleaning materials, indicate special procedures, conditions requiring special attention.
- E. Conservation treatment quality control plan.
- F. Restorer's qualification statement.
- G. Mortar testing agency qualification statement.

# 1.08 QUALITY ASSURANCE

- A. Conservation Treatment Quality Control Plan: Prior to commencing work of this section, receive written approval of plan of proposed masonry restoration and cleaning work. Include the following:
  - 1. Description of dust containment methods.
  - 2. Description protection of surrounding construction and landscaping.
  - 3. Description of sequencing, work procedures, materials, and tools proposed for each conservation treatment.
    - a. Effects of weather variations on sequencing of treatments, construction schedule, and protection of completed work.
  - 4. Survey of original wall layout and datum points and plumb lines for rebuilding masonry.
  - 5. Description of shoring and providing safe working environment.
  - 6. Description of selection methods for deconstruction of individual masonry units and tools and methods for cleaning the masonry for reuse.
  - 7. Description of removal of deteriorated mortar joint.
  - 8. Description of matching of repair material and compatibility with historic materials.
  - 9. Description of periodic and final cleaning of masonry surfaces.
  - 10. Description of masonry removal and matching procedures including, but not limited to, equipment, approach, length of time the masonry will be out of the wall, mapping removal locations, and location where masonry units will be repaired, on-site or off-site.
  - 11. Description of use of reclaimed masonry units including, but not limited to, setting masonry in its original position and maintaining original bond patterns and joint widths.
- B. Comply with provisions of TMS 402/602, except where exceeded by requirements of Contract Documents.
- C. Mortar Testing Agency Qualifications: Independent firm specializing in performing analysis of historic masonry mortar.

- D. Restorer Qualifications: Company specializing in period masonry restoration with minimum five years of documented experience.
  - 1. Use experienced masons who have demonstrated proficiency with tools on historic structures.

#### 1.09 MOCK-UPS

- A. Restore and repoint existing masonry wall defined as follows and on drawings. Include mortar, accessories, and wall openings.
  - 1. Repointing Mortar Joints:
    - a. Minimum Dimensions: 12 feet long; 2/3 of length for horizontal joints and 1/3 of length for vertical joints.
    - b. Demonstrate cutting out mortar joints, preparation for repointing, and mixing, installing, and curing mortar.
    - c. Prepare and place repointing mortar in accordance with guidance provided in NPS (THP) Preservation Brief 2.
  - 2. Masonry Removal and Replacement: Remove masonry and replace to match existing dimensions and texture, unless indicated otherwise. Size shall represent typical conditions.
    - a. Set one masonry unit in same location; match joint width and bond pattern, using mortar specified.
    - b. Dry set one unit in opening, set on wood shims for evaluation and approval of preparation conditions.
    - c. Confirm with Architect that replacement masonry units meet specified requirements, and that quantity required for the work has been identified.
  - 3. Application of Repair Materials:
    - a. Patching: Apply repair material on minimum two masonry units of type scheduled for repair.
      - 1) Demonstrate removal of previous patching and application of new patching on one masonry unit.
  - 4. Crack Repair: Repair one crack, 24 inches long, for each indicated method.
    - a. Repair with mortar.

#### 1.10 DELIVERY, STORAGE, AND HANDLING

A. Deliver masonry neatly stacked and tied on pallets. Store clear of ground with adequate waterproof covering.

#### 1.11 FIELD CONDITIONS

A. Cold and Hot Weather Requirements for Masonry Work: Comply with requirements of TMS 402/602.

#### PART 2 PRODUCTS

# 2.01 CLEANING MATERIALS

- A. Cleaning Agent: Detergent type.
- B. Poultice Materials: Commercially available or custom-prepared materials that adhere to and peel off paint or other coatings without damaging underlying masonry,
  - 1. Manufacturers:
    - a. American Building Restoration Products, Inc: www.abrp.com/#sle.
    - b. Diedrich Technologies, Inc: www.diedrichtechnologies.com/#sle.
    - c. HMK Stone Care System: www.hmkstonecare.com/#sle.
    - d. PROSOCO: www.prosoco.com/#sle.
    - e. Substitutions: See Section 01 6000 Product Requirements.
  - 2. Water-Based Type: Proprietary, odorless, nonacidic blend of dry absorbent natural or artificial clays and biodegradable detergents, mixed on-site with potable water.
    - a. Form: Light-colored gray or white powder.

- b. Specific Gravity: Approximately 2.0.
- c. Total Solids Content: N/A.
- d. pH, Wet: 9 to 10.
- e. Substitutions: See Section 01 6000 Product Requirements.

# 2.02 MORTAR MATERIALS

- A. Hydraulic Hydrated Lime:
  - 1. Manufacturers:
    - a. Otterbeinusa: www.otterbeinusa.com/#sle.
    - b. Preservation Works, LTD: www.preservationworks.us/#sle.
    - c. Saint Astier: www.stastier.com/#sle.
    - d. U.S. Heritage Group, Inc: usheritage.com/#sle.
    - e. Substitutions: See Section 01 6000 Product Requirements.
  - 2. Comply with ASTM C141/C141M.
- B. Water: Clean and free of oils, acids, alkalies, salts, organic materials, or other substances that are deleterious to mortar or metal it comes in contact with.
- C. Sand: ASTM C144.
- D. Mortar Mixing:
  - 1. General Requirements:
    - a. Do not use modern additives unless permitted in writing by Architect.
    - b. Match the historic mortar in color, texture, and tooling.
    - c. Match sand used in the historic mortar.
    - d. Provide mortar that has same vapor permeability and same or slightly lower compressive strength than the historic mortar.
  - 2. Mortar for Brick:
    - a. Use lime and sand mortars.
    - b. Do not use portland cement mortars.

# 2.03 MASONRY UNIT MATERIALS

- A. Replacement Facing Brick: Match existing historic brick color, shape, size, texture, and general appearance.
  - 1. Actual size: match existing.
  - 2. Special shapes: Molded units as required, unless standard units can be sawn to produce equivalent effect.

# 2.04 ACCESSORY MATERIALS

- A. Mortar Additives: Matching project's existing historic mortars including components to enhance color and texture.
  - 1. Crushed oyster shells.
  - 2. Animal hair.
  - 3. Brick dust.
  - 4. Lamp black.

# PART 3 EXECUTION

# 3.01 PERIOD TREATMENT, GENERAL

A. See Section 01 3591 for special procedure requirements related to elements and features of historical significance and value.

# 3.02 EXAMINATION

A. Verify that surfaces to be cleaned and restored are ready for work of this section.

# 3.03 EVALUATION AND ASSESSMENT

A. Begin masonry work after evaluation and analysis of areas to be repaired are completed including, but not limited to, sampling and testing of the existing mortar to determine its

composition and qualities.

- B. Do not start repairs until conditions causing masonry deterioration have been identified.
- C. To forestall recurrence of masonry deterioration, correct deterioration-causing conditions prior to start of the restoration work.
- D. Analyze composition of existing historic bedding mortar to provide basis for matching with new mortar.

#### 3.04 PREPARATION

- A. Protect other elements from damage that may result from restoration procedures.
- B. Carefully remove and store identified items located in areas to be restored including, but not limited to, fixtures, fittings, finish hardware, and accessories; reinstall upon completion of restoration work.
- C. Protect nonrestoration areas from restoration areas to prevent damage.
- D. Mask or cover adjacent surfaces and permanent equipment. Secure coverings without using nails and without tape that leaves residue. Do not use impervious sheeting which produces condensation.
  - 1. Use materials that will withstand cleaning and restoration procedures.
- E. When using liquid cleaning methods, provide drainage devices to prevent runoff over adjacent surfaces, unless those surfaces are impervious to damage from runoff.
- F. Do not allow cleaning runoff to drain into sanitary or storm sewers or adjacent bodies of water.
- G. Do not attach scaffolding, ladders, or working platforms to the building without written authorization and instructions from Architect.

#### 3.05 INSTALLATION

- A. Do not mix or apply materials when the ambient temperature or humidity are outside of range recommended by their manufacturers.
- B. Schedule conservation treatments to be carried out during appropriate environmental conditions to avoid weather-related failures.

#### 3.06 REPOINTING

- A. Perform repointing prior to cleaning masonry surfaces.
- B. Cut out loose or disintegrated mortar in joints to minimum 1/2-inch depth or until sound mortar is reached.
- C. Use hand tools only. Do not use power tools.
- D. Exercise appropriate caution to prevent damage to existing masonry.
- E. When cutting is complete, remove dust and loose material with air jet.
- F. Premoisten joints and apply pointing mortar. Pack tightly in maximum 1/4-inch layers. Form a smooth, compact concave joint to match existing.
- G. Moist cure for 72 hours.

#### 3.07 RESTORATION CLEANING

- A. Preclean surfaces and remove large particles with wood scrapers or nonferrous wire brush.
- B. Perform cleaning and rinsing of exterior masonry only during daylight hours.
- C. Preparatory Exterior Masonry Cleaning: Use safe spray pressures for each type of item to be cleaned.
  - 1. Account for use of detergent and abrasives in cleaning solutions when setting pressure and flow of spray.
- D. Restoration Cleaners:
  - 1. Do not use acidic chemical cleaners on limestone, marble, concrete, or other calcareous masonry materials.

- 2. Apply restoration cleaner on masonry using brush or roller in accordance with manufacturer's instructions.
- 3. Provide a second application if required to match mock-up area.
- 4. Allow sufficient time, as recommended by manufacturer, for solution to remain on masonry.
- E. Restoration Poultices:
  - 1. For poultices requiring mixing with water, comply with manufacturer's instructions for desired troweling consistency.
  - 2. Apply poultice to surface with plasterer's trowel or paste extrusion equipment. Apply a uniform 1/4-inch coating.
    - a. Cover poultice area with film recommended by manufacturer. Remove air pockets and ensure smooth overall adhesion. Press the film against poultice and tape or seal edges.
  - 3. Leave poultice on masonry surface for time period recommended by manufacturer. In extreme humidity, adjust time as recommended by manufacturer. Trial testing may be required to determine the most effective dwell time.
    - a. Remove film. If still wet, let poultice dry for additional 2 to 4 hours. Drying times may vary with environmental conditions such as temperature, wind, and humidity.
  - 4. Remove poultice and dissolved staining matter as recommended by manufacturer. Remove as much poultice residue from the surface as possible.
- F. Washing or Rinsing Vertical Surfaces:
  - 1. Rinse from the bottom up with potable water applied at 600 psi and at a rate of 6 gpm through a 15 to 45 degree fan spray tip.
    - a. Use adjustable equipment capable of reducing water pressure and flow rate as needed for sensitive surfaces.
    - b. Rinse with water and pressure sufficient to flush restoration cleaner and dissolved soiling from the masonry surface and surface pores without damaging masonry. Do not leave cleaning procedure residues on masonry.
- G. Washing or Rinsing Horizontal Surfaces:
  - 1. Wash surface thoroughly with fresh water using a sponge or cloth. Let surfaces dry thoroughly.

# 3.08 CLEANING

- A. Remove stains, efflorescence, or other excess resulting from the work of this section. Do without delay to avoid penetration and setting.
- B. Remove excess mortar, smears, and droppings as work proceeds and upon completion.
- C. Clean surrounding surfaces.

#### SECTION 06 1000 ROUGH CARPENTRY

#### PART 1 GENERAL

#### 1.01 SECTION INCLUDES

- A. Structural dimension lumber framing.
- B. Preservative treated wood materials.

# 1.02 REFERENCE STANDARDS

- A. AWPA U1 Use Category System: User Specification for Treated Wood; 2023.
- B. PS 20 American Softwood Lumber Standard; 2021.
- C. SPIB (GR) Standard Grading Rules; 2021.

#### 1.03 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements for submittal procedures.
- B. Product Data: Provide technical data on wood preservative materials and application instructions.
- C. Warranty Documentation: Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.

#### 1.04 DELIVERY, STORAGE, AND HANDLING

A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.

### 1.05 WARRANTY

- A. See Section 01 7800 Closeout Submittals for additional warranty requirements.
- B. Correct defective work within a two-year period commencing on Date of Substantial Completion.

#### PART 2 PRODUCTS

#### 2.01 GENERAL REQUIREMENTS

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
  - 1. Species: Southern Pine, unless otherwise indicated.
  - 2. If no species is specified, provide species graded by the agency specified; if no grading agency is specified, provide lumber graded by grading agency meeting the specified requirements.
  - 3. Grading Agency: Grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee at www.alsc.org, and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.

# 2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS

- A. Grading Agency: Southern Pine Inspection Bureau, Inc; SPIB (GR).
- B. Sizes: Nominal sizes as indicated on drawings, S4S.
- C. Moisture Content: S-dry or MC19.
- D. Stud Framing (2 by 2 through 2 by 6):
  - 1. Species: Southern Pine.
  - 2. Grade: No. 2.
- E. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
  - 1. Lumber: S4S, No. 2 or Standard Grade.
  - 2. Boards: Standard or No. 3.

#### 2.03 ACCESSORIES

- A. Fasteners and Anchors:
  - 1. Metal and Finish: Stainless steel for high humidity and preservative-treated wood, and all locations.

# 2.04 FACTORY WOOD TREATMENT

- A. Treated Lumber and Plywood: Comply with requirements of AWPA U1 Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.
  - 1. Preservative-Treated Wood: Provide lumber and plywood marked or stamped by an ALSC-accredited testing agency, certifying level and type of treatment in accordance with AWPA standards.
- B. Preservative Treatment:
  - 1. Preservative Pressure Treatment of Lumber: AWPA U1, Use Category UC4A, Commodity Specification A using waterborne preservative.
    - a. Preservative for Field Application to Cut Surfaces: As recommended by manufacturer of factory treatment chemicals for brush-application in the field.
    - b. Restrictions: Do not use lumber or plywood treated with chromated copper arsenate (CCA) in exposed exterior applications subject to leaching.

# PART 3 EXECUTION

# 3.01 INSTALLATION - GENERAL

- A. Select material sizes to minimize waste.
- B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.
- C. Where treated wood is used on interior, provide temporary ventilation during and immediately after installation sufficient to remove indoor air contaminants.

#### 3.02 BLOCKING, NAILERS, AND SUPPORTS

A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.

#### 3.03 ROOF-RELATED CARPENTRY

A. Coordinate installation of roofing carpentry with deck construction, framing of roof openings, and roofing assembly installation.

#### 3.04 SITE APPLIED WOOD TREATMENT

- A. Apply preservative treatment compatible with factory applied treatment at site-sawn cuts, complying with manufacturer's instructions.
- B. Allow preservative to dry prior to erecting members.

#### 3.05 TOLERANCES

- A. Framing Members: 1/4 inch from true position, maximum.
- B. Surface Flatness of Floor: 1/8 inch in 10 feet maximum, and 1/4 inch in 30 feet maximum.
- C. Variation from Plane, Other than Floors: 1/4 inch in 10 feet maximum, and 1/4 inch in 30 feet maximum.

#### 3.06 CLEANING

- A. Do not leave wood, shavings, sawdust, etc. on the ground or buried in fill.
- B. Prevent sawdust and wood shavings from entering the storm drainage system.

#### SECTION 06 2000 FINISH CARPENTRY

#### PART 1 GENERAL

### **1.01 SECTION INCLUDES**

- A. Finish carpentry items.
- B. Wood door frames, glazed frames.
- C. Wood casings and moldings.

# 1.02 REFERENCE STANDARDS

- A. AWI/AWMAC/WI (AWS) Architectural Woodwork Standards, 2nd Edition; 2014, with Errata (2016).
- B. AWMAC/WI (NAAWS) North American Architectural Woodwork Standards; 2021, with Errata.
- C. AWPA U1 Use Category System: User Specification for Treated Wood; 2023.

#### **1.03 ADMINISTRATIVE REQUIREMENTS**

A. Coordinate the work with electrical rough-in and installation of associated and adjacent components.

#### 1.04 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements for submittal procedures.
- B. Product Data:
  - 1. Provide manufacturer's product data, storage and handling instructions for factoryfabricated units.
- C. Shop Drawings: Indicate materials, component profiles, fastening methods, jointing details, and accessories.
  - 1. Provide information as required by AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS).
- D. Samples: Submit two samples of wood trim 12 inch long.

#### 1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver factory-fabricated units to project site in original packages, containers or bundles bearing brand name and identification.
- B. Store finish carpentry items under cover, elevated above grade, and in a dry, well-ventilated area not exposed to heat or sunlight.
- C. Protect from moisture damage.
- D. Handle materials and products to prevent damage to edges, ends, or surfaces.

# PART 2 PRODUCTS

#### 2.01 FINISH CARPENTRY ITEMS

- A. Quality Standard: Premium Grade, in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), unless noted otherwise.
- B. Surface Burning Characteristics: Provide materials having fire and smoke properties as required by applicable code.
- C. Interior and Exterior Woodwork Items:
  - 1. Antique #2 Cypress:
    - a. New Doors and Door repair, door trim and casings, interior and exterior
    - b. New Shutter and Shutter repair, shutter trim and casings, interior and exterior
    - c. New Windows, trim, and casings, interior and exterior
    - d. New and Restored exterior columns
    - e. New exterior porch rails
    - f. New exterior stair from Porch to Attic

- g. New exterior siding
- 2. Antique Pine:
  - a. Ceiling framing members at interior and exterior
  - b. Ceiling boards
  - c. Other interior framing and beams
- 3. Heart Pine:
  - a. 5/4 T&G Flooring boards, random widths
- 4. Kiln Dried SYP Treated ground contact:
  - a. Exterior stair materials from porch to ground
  - b. Exterior porch framing and 5/4 decking and trim

#### 2.02 FASTENINGS

- A. Fasteners for Interior and Exterior Applications: Stainless steel; length required to penetrate wood substrate 1-1/2 inch minimum.
- B. Concealed Joint Fasteners: Threaded steel.

#### 2.03 WOOD TREATMENT

- A. Factory-Treated Lumber for Exterior Applications: Comply with requirements of AWPA U1 -Use Category System for pressure impregnated wood treatments determined by use categories, expected service conditions, and specific applications.
- B. Wood Preservative by Pressure Treatment (PT Type): Provide AWPA U1 treatment using waterborne preservative with 0.25 percent retainage.
- C. Kiln dry wood after pressure treatment to maximum 15 percent moisture content.

#### 2.04 FABRICATION

- A. Shop assemble work for delivery to site, permitting passage through building openings.
- B. When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide trim for scribing and site cutting.

# PART 3 EXECUTION

#### 3.01 EXAMINATION

- A. Verify adequacy of backing and support framing.
- B. Verify mechanical, electrical, and building items affecting work of this section are placed and ready to receive this work.

#### 3.02 INSTALLATION

- A. Install custom fabrications in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS) requirements for grade indicated.
- B. Set and secure materials and components in place, plumb and level.
- C. Carefully scribe work abutting other components, with maximum gaps of 1/32 inch. Do not use additional overlay trim to conceal larger gaps.

#### 3.03 SITE APPLIED WOOD TREATMENT

- A. Apply preservative treatment in accordance with manufacturer's instructions.
- B. Brush apply one coats of preservative treatment on wood in contact with cementitious materials. Treat site-sawn cuts.
- C. Allow preservative to dry prior to erecting members.

#### 3.04 PREPARATION FOR SITE FINISHING

- A. Set exposed fasteners. Apply wood filler in exposed fastener indentations. Sand work smooth.
- B. Before installation, prime paint surfaces of items or assemblies to be in contact with cementitious or masonry materials.

# 3.05 TOLERANCES

- A. Maximum Variation from True Position: 1/16 inch.
- B. Maximum Offset from True Alignment with Abutting Materials: 1/32 inch.

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#### SECTION 07 1900 WATER REPELLENTS

#### PART 1 GENERAL

#### **1.01 SECTION INCLUDES**

A. Water repellents applied to exterior, masonry surfaces of BRICK CHIMNEY ONLY

#### 1.02 REFERENCE STANDARDS

- A. ASTM D3960 Standard Practice for Determining Volatile Organic Compound (VOC) Content of Paints and Related Coatings; 2005 (Reapproved 2018).
- B. ASTM D5095 Standard Test Method for Determination of the Nonvolatile Content in Silanes, Siloxanes and Silane-Siloxane Blends Used in Masonry Water Repellent Treatments; 1991 (Reapproved 2022).

#### 1.03 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements for submittal procedures.
- B. Product Data: Provide product description, details of tests performed, limitations, and chemical composition.
- C. Manufacturer's Installation Instructions: Indicate special procedures and conditions requiring special attention; cautionary procedures required during application.
- D. Manufacturer's Qualification Statement.
- E. Installer's Qualification Statement.

#### 1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with not less than three years documented experience.
- B. Installer Qualifications: Company specializing in performing work of type specified and with at least three years of documented experience
- C. Owner reserves the right to provide continuous independent inspection of surface preparation and application of water repellent.

# 1.05 FIELD CONDITIONS

- A. Protect liquid materials from freezing.
- B. Do not apply water repellent when ambient temperature is lower than 50 degrees F or higher than 100 degrees F.

# 1.06 WARRANTY

- A. See Section 01 7800 Closeout Submittals for additional warranty requirements.
- B. Correct defective Work within a five year period after Date of Substantial Completion.

# PART 2 PRODUCTS

#### 2.01 MANUFACTURERS

- A. Silane, Siloxane, Silane-Siloxane Blend, and Siliconate Water Repellents:
  - 1. BASF Construction Chemicals: www.buildingsystems.basf.com/#sle.
  - 2. Pecora Corporation: www.pecora.com/#sle.
  - 3. PROSOCO, Inc: www.prosoco.com/#sle.
  - 4. Tnemec Company, Inc: www.tnemec.com/#sle.
  - 5. W. R. Meadows, Inc: www.wrmeadows.com/#sle.

#### 2.02 MATERIALS

- A. Water Repellent: Non-glossy, colorless, penetrating, water-vapor-permeable, non-yellowing sealer, that dries invisibly leaving appearance of substrate unchanged.
  - 1. Applications: Vertical surfaces and non-traffic horizontal surfaces.

- 2. Number of Coats: Two.
- 3. VOC Content: Less than 600 g/L, when tested in accordance with ASTM D3960 or ASTM D5095.
- 4. Maintains dry appearance when wetted.

# PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify joint sealants are installed and cured.
- C. Verify surfaces to be coated are dry, clean, and free of efflorescence, oil, or other matter detrimental to application of water repellent.

#### 3.02 PREPARATION

- A. Protection of Adjacent Work:
  - 1. Protect adjacent landscaping, property, and vehicles from drips and overspray.
  - 2. Protect adjacent surfaces not intended to receive water repellent.
- B. Prepare surfaces to be coated as recommended by water repellent manufacturer for best results.
- C. Do not start work until masonry mortar substrate is cured a minimum of 60 days.
- D. Remove loose particles and foreign matter.
- E. Remove oil and foreign substances with a chemical solvent that will not affect water repellent.
- F. Scrub and rinse surfaces with water and let dry.
- G. Allow surfaces to dry completely to degree recommended by water repellent manufacturer before starting coating work.

#### 3.03 APPLICATION

- A. Apply water repellent in accordance with manufacturer's instructions, using procedures and application methods recommended as producing the best results.
- B. Apply at rate recommended by manufacturer, continuously over entire surface.
- C. Apply two coats, minimum.
- D. Remove water repellent from unintended surfaces immediately by a method instructed by water repellent manufacturer.

#### SECTION 07 4113 METAL ROOF PANELS

#### PART 1 GENERAL

#### **1.01 SECTION INCLUDES**

A. Metal roof panel system of preformed steel panels.

#### 1.02 REFERENCE STANDARDS

- A. ASCE 7 Minimum Design Loads and Associated Criteria for Buildings and Other Structures; Most Recent Edition Cited by Referring Code or Reference Standard.
- B. ASTM A792/A792M Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process; 2023.
- C. ASTM D1970/D1970M Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection; 2021.
- D. ASTM E96/E96M Standard Test Methods for Gravimetric Determination of Water Vapor Transmission Rate of Materials; 2022a, with Editorial Revision (2023).
- E. ASTM E1592 Standard Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference; 2005 (Reapproved 2017).
- F. ASTM E1646 Standard Test Method for Water Penetration of Exterior Metal Roof Panel Systems by Uniform Static Air Pressure Difference; 1995 (Reapproved 2018).
- G. ASTM E1680 Standard Test Method for Rate of Air Leakage through Exterior Metal Roof Panel Systems; 2016 (Reapproved 2022).
- H. UL 580 Standard for Tests for Uplift Resistance of Roof Assemblies; Current Edition, Including All Revisions.

#### 1.03 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements for submittal procedures.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
  - 1. Storage and handling requirements and recommendations.
  - 2. Installation methods.
  - 3. Specimen warranty.
- C. Shop Drawings: Include layouts of roof panels, details of edge and penetration conditions, spacing and type of connections, flashings, underlayments, and special conditions.
   1. Show work to be field-fabricated or field-assembled.
- D. Selection Samples: For each roofing system specified, submit color chips representing manufacturer's full range of available colors and patterns.
- E. Manufacturer's qualification statement.
- F. Installer's qualification statement.
- G. Test Reports: Indicate compliance of metal roofing system to specified requirements.
- H. Warranty: Submit specified manufacturer's warranty and ensure that forms have been completed in Owner's name and are registered with manufacturer.

# 1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section and with at least three years of documented experience.
- B. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience.

# 1.05 DELIVERY, STORAGE, AND HANDLING

A. Provide strippable plastic protection on prefinished roofing panels for removal after installation.

B. Store roofing panels on project site as recommended by manufacturer to minimize damage to panels prior to installation.

#### 1.06 FIELD CONDITIONS

A. Do not install metal roof panels, eave protection membrane or underlayment when surface, ambient air, or wind chill temperatures are below 45 degrees F.

#### 1.07 WARRANTY

- A. See Section 01 7800 Closeout Submittals for additional warranty requirements.
- B. Finish Warranty: Provide 20-year manufacturer warranty against excessive degradation of exterior finish. Include provision for replacement of units with excessive fading, chalking, or flaking. Complete forms in Owner's name and register with warrantor.
- C. Special Warranty: Provide 5-year warranty for weathertightness of roofing system, including agreement to repair or replace metal roof panels that fail to keep out water commencing on the Date of Substantial Completion. Complete forms in Owner's name and register with warrantor.

#### PART 2 PRODUCTS

#### 2.01 MANUFACTURERS

- A. Architectural Metal Roof Panel Manufacturers:
  - 1. ATAS International, Inc; Field-Lok 1 1/2" double lock: www.atas.com/#sle.
  - 2. Berridge Manufacturing Company; Double-Lock Zee-Lock Panel: www.berridge.com/#sle.
  - 3. Petersen Aluminum Corporation; Tite-Loc Plus Panel: www.pac-clad.com/#sle.
  - 4. Substitutions: See Section 01 6000 Product Requirements.

#### 2.02 PERFORMANCE REQUIREMENTS

- A. Metal Roof Panels: Provide complete roofing assemblies, including roof panels, clips, fasteners, connectors, and miscellaneous accessories, tested for compliance with the following minimum standards:
  - 1. Structural Design Criteria: Provide panel assemblies designed to safely support design loads at support spacing indicated, with deflection not to exceed L/180 of span length(L) when tested in accordance with ASTM E1592.
    - a. Dead Loads: Weight of roofing system.
    - b. Live Loads: As required by ASCE 7.
  - 2. Overall: Complete weathertight system tested and approved in accordance with ASTM E1592.
  - 3. Wind Uplift: Class 90 wind uplift resistance of UL 580.
  - 4. Air Infiltration: Maximum 0.06 cfm/sq ft at air pressure differential of 6.24 lbf/sq ft, when tested according to ASTM E1680.
  - 5. Water Penetration: No water penetration when tested in accordance with procedures and recommended test pressures of ASTM E1646; perform test immediately following air infiltration test.
  - 6. Thermal Movement: Design system to accommodate without deformation anticipated thermal movement over ambient temperature range of 100 degrees F.

#### 2.03 METAL ROOF PANELS

- A. Metal Roof Panels: Provide complete engineered system complying with specified requirements and capable of remaining weathertight while withstanding anticipated movement of substrate and thermally induced movement of roofing system.
- B. Metal Panels: Factory-formed panels with factory-applied finish.
  - 1. Steel Panels:
    - a. Aluminum-zinc alloy-coated steel complying with ASTM A792/A792M; minimum AZ50 coating.
    - b. Steel Thickness: Minimum 24 gauge, 0.024 inch.

- 2. Profile: Standing seam, with minimum 1-1/2-inch seam height; concealed fastener system for field seaming with special tool.
- 3. Texture: Smooth, with intermediate ribs for added stiffness.
- 4. Length: Full length of roof slope, without lapped horizontal joints.
- 5. Width: Maximum panel coverage of 18 inches.

#### 2.04 ATTACHMENT SYSTEM

A. Concealed System: Provide manufacturer's standard stainless steel or nylon-coated aluminum concealed anchor clips designed for specific roofing system and engineered to meet performance requirements, including anticipated thermal movement.

#### 2.05 FABRICATION

- A. Panels: Provide factory fabricated panels with applied finish and accessory items, using manufacturer's standard processes as required to achieve specified appearance and performance requirements.
- B. Joints: Provide captive gaskets, sealants, or separator strips at panel joints to ensure weathertight seals, eliminate metal-to-metal contact, and minimize noise from panel movements.

#### 2.06 FINISHES

#### 2.07 ACCESSORIES

- A. Miscellaneous Sheet Metal Items: Provide flashings, gutters, downspouts, trim, moldings, closure strips, preformed crickets, caps, and equipment curbs of the same material, thickness, and finish as used for the roofing panels. Items completely concealed after installation may optionally be made of stainless steel.
- B. Rib and Ridge Closures: Provide prefabricated, close-fitting components of steel with corrosion resistant finish or combination steel and closed-cell foam.
- C. Sealants:
  - 1. Exposed Sealant: Elastomeric; silicone, polyurethane, or silyl-terminated polyether/polyurethane.
  - 2. Concealed Sealant: Non-curing butyl sealant or tape sealant.
  - 3. Seam Sealant: Factory-applied, non-skinning, non-drying type.
- D. Underlayment: Self-adhering polymer modified sheet; 20 mil total thickness; with strippable siliconized release film on bottom side and slip resistant and UV-stable facing on top side.
  - 1. Self Sealability: Nail sealability in accordance with ASTM D1970/D1970M.
  - 2. Water Vapor Permeance: 30 perm, maximum, when tested in accordance with ASTM E96/E96M, Desiccant Method A.
  - 3. Functional Temperature Range: From minus 40 degrees F to 250 degrees F.
  - 4. Products:
    - a. Certainteed Roofing; DryRoof SA Self-Adhered: www.certainteed.com/#sle.
    - b. Elevate; CLAD-GARD R Metal Underlayment: www.holcimelevate.com/#sle.
    - c. VaproShield, LLC; SlopeShield Plus Self-Adhered: www.vaproshield.com/#sle.
    - d. Substitutions: See Section 01 6000 Product Requirements.

# PART 3 EXECUTION

# 3.01 EXAMINATION

- A. Do not begin installation of preformed metal roof panels until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

#### 3.02 PREPARATION

A. Coordinate roofing work with provisions for roof drainage, flashing, trim, penetrations, and other adjoining work to ensure that completed roof will be free of leaks.

- B. Remove protective film from surface of roof panels immediately prior to installation; strip film carefully to avoid damage to prefinished surfaces.
- C. Separate dissimilar metals by applying a bituminous coating, self-adhering rubberized asphalt sheet, or other permanent method approved by metal roof panel manufacturer.
- D. Protect surrounding areas and adjacent surfaces from damage during execution of this work.
- E. At locations where metal will be in contact with wood or other absorbent material subject to wetting, seal joints with sealing compound and apply one coat of heavy-bodied bituminous paint.

#### 3.03 INSTALLATION

- A. Overall: Install roofing system in accordance with approved shop drawings and metal roof panel manufacturer's instructions and recommendations, as applicable to specific project conditions; securely anchor components of roofing system in place allowing for thermal and structural movement.
  - 1. Install roofing system with concealed clips and fasteners, except as otherwise recommended by manufacturer for specific circumstances.
  - 2. Minimize field cutting of panels. Where field cutting is required, use methods that will not distort panel profiles. Use of torches for field cutting is prohibited.
- B. Accessories: Install necessary components that are required for complete roofing assembly, including flashings, trim, closure strips, caps, equipment curbs, rib closures, ridge closures, and similar roof accessory items.
- C. Roof Panels: Install metal roof panels in accordance with manufacturer's installation instructions, minimizing transverse joints except at junction with penetrations.
  - 1. Form weathertight standing seams incorporating concealed clips, using an automatic mechanical seaming device approved by panel manufacturer.
  - 2. Provide sealant tape or other approved joint sealer at lapped panel joints.
  - 3. Install sealant or sealant tape at end laps and side joints as recommended by metal roof panel manufacturer.

#### 3.04 CLEANING

A. Clean exposed sheet metal work at completion of installation. Remove grease and oil films, excess joint sealer, handling marks, and debris from installation, leaving the work clean and unmarked, free from dents, creases, waves, scratch marks, or other damage to the finish.

#### 3.05 PROTECTION

- A. Do not permit storage of materials or roof traffic on installed roof panels. Provide temporary walkways or planks as necessary to avoid damage to completed work. Protect roofing until completion of project.
- B. Touch-up, repair, or replace damaged roof panels or accessories before Date of Substantial Completion.

#### SECTION 07 6200 SHEET METAL FLASHING AND TRIM

#### PART 1 GENERAL

#### 1.01 SECTION INCLUDES

- A. Fabricated sheet metal items, including flashings, counterflashings, and other items indicated in Schedule.
- B. Sealants for joints within sheet metal fabrications.

# 1.02 REFERENCE STANDARDS

- A. AAMA 2605 Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix); 2022.
- B. ASTM A653/A653M Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2023.
- C. ASTM C920 Standard Specification for Elastomeric Joint Sealants; 2018.
- D. ASTM D4586/D4586M Standard Specification for Asphalt Roof Cement, Asbestos-Free; 2007 (Reapproved 2018).
- E. CDA A4050 Copper in Architecture Handbook; current edition.
- F. SMACNA (ASMM) Architectural Sheet Metal Manual; 2012.

#### 1.03 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements for submittal procedures.
- B. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.

#### 1.04 QUALITY ASSURANCE

A. Perform work in accordance with SMACNA (ASMM) and CDA A4050 requirements and standard details, except as otherwise indicated.

#### 1.05 DELIVERY, STORAGE, AND HANDLING

- A. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- B. Prevent contact with materials that could cause discoloration or staining.

# PART 2 PRODUCTS

#### 2.01 SHEET MATERIALS

- A. Pre-Finished Galvanized Steel: ASTM A653/A653M, with G90/Z275 zinc coating; minimum 24gauge, 0.0239-inch thick base metal, shop pre-coated with PVDF coating.
  - 1. Polyvinylidene Fluoride (PVDF) Coating: Superior performing organic powder coating, AAMA 2605; multiple coat, thermally cured fluoropolymer finish system.
  - 2. Color: As selected by Architect from manufacturer's standard colors.

# 2.02 FABRICATION

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- B. Form pieces in longest possible lengths.
- C. Hem exposed edges on underside 1/2 inch; miter and seam corners.
- D. Form material with flat lock seams, except where otherwise indicated; at moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.
- E. Fabricate corners from one piece with minimum 18-inch long legs; seam for rigidity, seal with sealant.

F. Fabricate flashings to allow toe to extend 2 inches over roofing gravel. Return and brake edges.

# 2.03 ACCESSORIES

- A. Fasteners: Stainless steel, with soft neoprene washers.
- B. Primer Type: Zinc chromate.
- C. Concealed Sealants: Non-curing butyl sealant.
- D. Exposed Sealants: ASTM C920; elastomeric sealant, with minimum movement capability as recommended by manufacturer for substrates to be sealed; color to match adjacent material.
- E. Asphalt Roof Cement: ASTM D4586/D4586M, Type I, asbestos-free.

# PART 3 EXECUTION

# 3.01 EXAMINATION

- A. Verify roof openings, curbs, pipes, sleeves, ducts, and vents through roof are solidly set, reglets in place, and nailing strips located.
- B. Verify roofing termination and base flashings are in place, sealed, and secure.

#### 3.02 PREPARATION

- A. Install starter and edge strips, and cleats before starting installation.
- B. Back paint concealed metal surfaces with protective backing paint to a minimum dry film thickness of 15 mil, 0.015 inch.

# 3.03 INSTALLATION

- A. Secure flashings in place using concealed fasteners, and use exposed fasteners only where permitted..
- B. Apply plastic cement compound between metal flashings and felt flashings.
- C. Fit flashings tight in place; make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- D. Seal metal joints watertight.

#### SECTION 08 1433 STILE AND RAIL WOOD DOORS

#### PART 1 GENERAL

### 1.01 SECTION INCLUDES

- A. Wood doors, stile and rail design; non-fire rated.
- B. Panels of wood and glass.

#### 1.02 RELATED REQUIREMENTS

A. Section 09 9123 - Interior Painting: Field finishing.

#### 1.03 REFERENCE STANDARDS

- A. 16 CFR 1201 Safety Standard for Architectural Glazing Materials; Current Edition.
- B. AWI/AWMAC/WI (AWS) Architectural Woodwork Standards, 2nd Edition; 2014, with Errata (2016).
- C. AWMAC/WI (NAAWS) North American Architectural Woodwork Standards; 2021, with Errata.

#### 1.04 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements for submittal procedures.
- B. Product Data: Indicate stile and rail core materials and construction; veneer species, type and characteristics.
- C. Shop Drawings: Illustrate door opening criteria, elevations, sizes, types, swings, undercuts required, special beveling, special blocking for hardware, and muntin and raised panel details.
- D. Installer's qualification statement.
- E. Warranty, executed in Owner's name.

#### 1.05 QUALITY ASSURANCE

A. Installer Qualifications: Company specializing in performing work of the type specified in this section, with not less than three years of documented experience.

#### 1.06 DELIVERY, STORAGE, AND HANDLING

- A. Package, deliver, and store doors in accordance with quality standard specified.
- B. Accept doors on site in manufacturer's packaging, and inspect for damage.
- C. Protect doors with resilient packaging sealed with heat shrunk plastic; do not store in damp or wet areas or areas where sunlight might bleach veneer; seal top and bottom edges with tinted sealer if stored more than one week, and break seal on site to permit ventilation.

#### 1.07 WARRANTY

- A. See Section 01 7800 Closeout Submittals for additional warranty requirements.
- B. Interior Doors: Provide manufacturer's warranty for 2 years.
- C. Include coverage for warping beyond specified installation tolerances and defective materials.

# PART 2 PRODUCTS

#### 2.01 DOORS

- A. Quality Standard: Premium Grade, Standard Duty performance, in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), unless otherwise indicated.
- B. Exterior Doors: match existing inches thick unless otherwise indicated; solid lumber construction; mortise and tenon joints; water repellent treated. Opaque finish field painted.

#### 2.02 DOOR CONSTRUCTION

- A. Astragal for double doors to be integral to doors, overalpping, and shall match esiting
- B. Panels: Flat.

C. Gazed opening shall be as detailed

# 2.03 FINISHES

A. Doors to be field painted

# 2.04 ACCESSORIES

- A. Glazed Openings:
  - 1. Laminated Safety Glass: Comply with 16 CFR 1201 test requirements for Category II.
  - 2. Tint: Clear.

# PART 3 EXECUTION

# 3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that opening sizes and tolerances are acceptable.
- C. Do not install doors in frame openings that are not plumb or are out of tolerance for size or alignment.

# 3.02 INSTALLATION

- A. Install doors in accordance with manufacturer's instructions and specified quality standards.
- B. Field-Finished Doors: Trimming to fit is acceptable.
- C. Machine or hand cut for hardware.
- D. Coordinate installation of doors with installation of frames and hardware.
- E. Coordinate installation of glazing.

# 3.03 TOLERANCES

- A. Comply with specified quality standard for fit, clearance, and joinery tolerances.
- B. Maximum Width Distortion (Cup): 1/8 inch measured with straight edge or taut string, edge to edge, over an imaginary 36 by 84 inch surface area.

# 3.04 ADJUSTING

A. Adjust doors for smooth and balanced door movement.

# 3.05 SCHEDULE - SEE DRAWINGS

#### SECTION 09 2523 LIME BASED PLASTERING

#### PART 1 GENERAL

### **1.01 SECTION INCLUDES**

A. Exterior and interior lime based plastering.

#### 1.02 REFERENCE STANDARDS

- A. ASTM C5 Standard Specification for Quicklime for Structural Purposes; 2018.
- B. ASTM C35 Standard Specification for Inorganic Aggregates for Use in Gypsum Plaster; 2001 (Reapproved 2019).
- C. ASTM C842 Standard Specification for Application of Interior Gypsum Plaster; 2005 (Reapproved 2021).
- D. ASTM C897 Standard Specification for Aggregate for Job-Mixed Portland Cement-Based Plasters; 2015 (Reapproved 2020).
- E. ASTM C1489 Standard Specification for Lime Putty for Structural Purposes; 2015 (Reapproved 2022).
- F. PCA EB049 Portland Cement Plaster/Stucco Manual; 2003.

#### 1.03 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements for submittals procedures.
- B. Product Data: Submit manufacturer's product data and installation instructions for systems specified, demonstrating compliance with requirements.
- C. Samples:
  - 1. Plaster Finish: Submit 12 inch by 36 inch sample of each required plaster finish. Divide each panel into thirds to illustrate each coat.
    - a. Mount on plywood or hardboard using standard metal lath as a key.
- D. Conservation treatment quality control plan.
- E. Plasterwork restorer's qualification statement.

#### 1.04 QUALITY ASSURANCE

- A. Conservation Treatment Quality Control Plan: Prior to commencing work of this section, receive written approval of plan of proposed restoration work. Include the following:
  - 1. Describe methods of protecting surrounding construction and landscape features.
  - 2. Describe sequencing, work procedures, materials, and tools proposed for each type of conservation treatment specified.
    - a. Include effects of likely weather variations on sequencing of treatments, overall construction schedule, and protection methods for completed work.
  - 3. Describe methods for surveying original plasterwork.
  - 4. Describe methods and approach to assure repair materials' matching and compatibility with original building materials.
- B. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with at least three years of documented experience.
- C. Plasterwork Restorer Qualifications: Company specializing in period plaster restoration with minimum five years of documented experience.
  - 1. Plastering Mechanics: Experienced, with demonstrated proficiency in lime plaster on historic structures.
  - 2. Experience based solely on application of veneer plaster, gypsum plaster, or cement plaster is not sufficient.

#### 1.05 MOCK-UPS

A. See Section 01 4000 - Quality Requirements for additional requirements.

- B. Provide one mock-up panel of size and location indicated on drawings using existing exposed masonry wall as substrate to show workmanship and method of blending new work with existing plaster.
  - 1. Divide panels into three sections:
    - a. Install base coat on the entire panel.
    - b. Install second coat full height of panel by width of panel less approximately 9 inches.
    - c. Install finish coat full height of panel by panel width less approximately 18 inches.
    - d. Cure mock-up for two weeks using procedures appropriate for weather conditions. Obtain Architect's review and approval.
    - e. If the review requires rework, prepare second mock-up panel of the same dimensions and characteristics as the first and incorporate Architect's review comments.
- C. Mock-up may remain as part of the work.

#### 1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in original and unopened packaging, with brand names and manufacturer's labels intact and legible.
- B. Store materials in dry location, fully protected from weather.

#### 1.07 FIELD CONDITIONS

- A. Cold-Weather Requirements:
  - 1. Do not apply plaster when ambient temperature is less than 40 degrees F.

# PART 2 - PRODUCTS

#### 2.01 MATERIALS

- A. Quicklime: ASTM C5.
- B. Lime Putty: Prepare in the field using quicklime in accordance with ASTM C1489.
  1. Soaking Period: Soak lime putty minimum 14 days before mixing with aggregate.
- C. Aggregate for Base Coats: Natural sand complying with ASTM C35.
- D. Aggregate for Finish Coats: ASTM C842.1. Gradation: Sharp, well-graded, in gradations complying with ASTM C897.
- E. Lime Water: Product of field-slaking quicklime.
- F. Limewash Coating: Field prepare mixture of lime water and lime putty with proportions by weight of 80 to 85 percent water to 15 to 20 percent lime.
  - 1. Pigments: Mineral oxide based.
- G. Fiber Reinforcement Binder: Materials that provide closest functional match to fibers used in existing plaster.
  - 1. Animal Fibers: Animal hair, processed and cut to appropriate length.
- H. Plaster Mixing:
  - 1. Mix materials using a roller mill mixer. Do not use drum-type cement mixers or paddletype mortar mixers.
  - 2. Mix materials in accordance with manufacturer's instructions.

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

#### 3.01 EXAMINATION

- A. Areas of full or partial removal of existing plaster are indicated on drawings.
- B. Examine areas indicated for removal and sound them out to confirm extent of work. Additional sections of existing plaster may have deteriorated subsequent to issuance of Contract Documents.
- C. Sound out existing plaster to determine extent of hollow, separated installation. Mark extent of hollow, separated installation of existing surfaces .

1. Assist Architect in examining marked area to confirm extent of area requiring full or partial removal.

#### 3.02 EXISTING PLASTER REMOVAL

- A. In areas indicated (exterior), remove existing plaster to expose underlying masonry substrate.
- B. In areas indicated (interior), remove finish coat and unsound brown coat. Leave sound scratch coat intact.
- C. Select, employ, and control methods of removal.
  - 1. Do not remove sound plaster on interior.
  - 2. Protect substrate and adjacent materials to remain from damage.
  - 3. Provide scoured or fractured aggregate face on plaster to remain.
  - 4. Leave square-edged profile, 75 degrees to 105 degrees measured between plane of wall and edge thickness, between areas of partial depth and full depth removal.
- D. Do not use power-operated grinders.

#### 3.03 PREPARATION

- A. Grounds and Screeds: Install temporary grounds and screeds to ensure accurate rodding of plaster to true surfaces; coordinate with scratch coat work.
- B. Protection: Protect adjacent surfaces from soiling and damage.

#### 3.04 PLASTER MIXING ON SITE

A. Mix plaster in accordance with manufacturer's instructions. Do not add water or other materials unless recommended by the manufacturer to obtain desired workability.

#### 3.05 PLASTER APPLICATION

- A. General:
  - 1. Comply with lime manufacturer's instructions.
- B. Prefill depressions or low areas in masonry substrate with coats of plaster applied not greater than 3/8 inch nominal to level the surface prior to applying plaster coats.
- C. Install coats as follows:
  - 1. First or Scratch Coat: 3/8-inch nominal thickness.
  - 2. Second, Strengthening, or Brown Coat: 3/8-inch nominal thickness.
  - 3. Top or Finish Coat: One layer of 1/8-inch nominal thickness.
    - a. Surface Texture: Match existing; PCA EB049.
  - 4. After consolidating the scratch coat and when thumbprint hard, scratch the surface to provide key for subsequent coat.
  - 5. Compact each base coat using a wood float. Rewet, by misting, and float brown coat at least twice to consolidate mortar during drying. Float to open-grained surface to provide sufficient key for finish coat.
  - 6. Float finish coat to compact and provide uniform texture and color finish. Do not overwork. Patch minor imperfections by floating small quantities of fairly dry finish coat mixture into the surface.
  - 7. Uniformity:
    - a. Obtain uniform color within the limits of color variation, as determined by the Architect.
  - 8. Tolerances: Deviation from plane not to exceed 1/8 inch in 10 feet, measured with a straightedge at any location on surface.
  - 9. Curing:
    - a. Allow approximately one to three weeks or more curing time between coats according to temperature and humidity.
    - b. Rewet cured coats before applying subsequent coats.
  - 10. Final Wash Coat: Apply lime wash to surface in three coats, allowing for suction during application and drying between coats.

#### 3.06 JOINTING

A. Do not bridge expansion or control joints.

#### 3.07 CURING

- A. Protect plaster against uneven and excessive evaporation of moisture and from strong, dry airflow.
  - 1. Apply and cure plaster as required by climatic and job conditions to prevent drying out during curing period.
  - 2. Cover with plastic sheeting to protect from frost, heavy rain, strong winds, and direct sunlight for minimum of 72 hours after application.
  - 3. Mist plaster surfaces three times per day morning, noon, and evening to ensure plaster environment remains at 90 percent relative humidity during the first 72 hours of curing each coat.
  - 4. Do not use commercial curing compounds.

#### 3.08 ADJUSTING

- A. Corrective Measures: Cut out and replace defective areas and repair to match acceptable work.
  - 1. Defective Work: Includes, but is not limited to:
    - a. Areas showing cracks, dents, crazing, blisters, and other surface imperfections.
    - b. Areas where bond to substrate has failed.

# 3.09 CLEANING

A. Remove and discard temporary protection after plaster work in each area has been completed. Remove plaster from other exposed surfaces, leaving them in undamaged condition; dispose of packaging materials and plaster debris.

#### SECTION 09 9123 INTERIOR PAINTING

#### PART 1 GENERAL

#### 1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints.
- C. Scope: Finish interior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.
- D. Do Not Paint or Finish the Following Items:
  - 1. Items factory-finished unless otherwise indicated; materials and products having factoryapplied primers are not considered factory finished.
  - 2. Items indicated to receive other finishes.
  - 3. Items indicated to remain unfinished.
  - 4. Fire rating labels, equipment serial number and capacity labels, bar code labels, and operating parts of equipment.
  - 5. Floors, unless specifically indicated.
  - 6. Glass.
    - 7. Concealed pipes, ducts, and conduits.

#### 1.02 RELATED REQUIREMENTS

A. Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions.

#### 1.03 REFERENCE STANDARDS

- A. ASTM D4442 Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Based Materials; 2020.
- B. MPI (APSM) Master Painters Institute Architectural Painting Specification Manual; Current Edition.

#### 1.04 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements, for submittal procedures.
- B. Product Data: Provide complete list of products to be used, with the following information for each:
  - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g., "alkyd enamel").
  - 2. MPI product number (e.g., MPI #47).
  - 3. Cross-reference to specified paint system products to be used in project; include description of each system.
- C. Manufacturer's Instructions: Indicate special surface preparation procedures.
- D. Maintenance Data: Submit data including finish schedule showing where each product/color/finish was used, product technical data sheets, material safety data sheets (MSDS), care and cleaning instructions, touch-up procedures, repair of painted and finished surfaces, and color samples of each color and finish used.
- E. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  - 1. See Section 01 6000 Product Requirements, for additional provisions.
  - 2. Extra Paint and Finish Materials: 1 gal of each color; from the same product run, store where directed.
  - 3. Label each container with color in addition to the manufacturer's label.

#### **1.05 QUALITY ASSURANCE**

A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum three years documented experience.

#### 1.06 MOCK-UP

- A. See Section 01 4000 Quality Requirements, for general requirements for mock-up.
- B. Provide door and frame assembly illustrating paint color, texture, and finish.
- C. Locate where directed by Architect.
- D. Mock-up may remain as part of the work.

#### 1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

#### 1.08 FIELD CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Provide lighting level of 80 fc measured mid-height at substrate surface.

# PART 2 PRODUCTS

#### 2.01 MANUFACTURERS

- A. Provide paints and finishes used in any individual system from the same manufacturer; no exceptions.
- B. Paints:
  - 1. Pittsburgh Paints: www.ppgpaints.com/#sle.
  - 2. Sherwin-Williams Company: www.sherwin-williams.com/#sle.
  - 3. Benjamin Moore.
- C. Primer Sealers: Same manufacturer as top coats.
- D. Substitutions: See Section 01 6000 Product Requirements.

#### 2.02 PAINTS AND FINISHES - GENERAL

- A. Paints and Finishes: Ready-mixed, unless intended to be a field-catalyzed paint.
  - 1. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
  - 2. Supply each paint material in quantity required to complete entire project's work from a single production run.
  - 3. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is specifically described in manufacturer's product instructions.
- B. Volatile Organic Compound (VOC) Content: See Section 01 6116.

# 2.03 PAINT SYSTEMS - INTERIOR

- A. Paint I-OP Interior Surfaces to be Painted, Unless Otherwise Indicated: Including wood.
  - 1. Two top coats and one coat primer.
  - 2. Top Coat(s): High Performance Architectural Interior Latex; MPI #138, 139, 140, 141, or 142.

# PART 3 EXECUTION

#### 3.01 EXAMINATION

- A. Do not begin application of paints and finishes until substrates have been adequately prepared.
- B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- D. Test shop-applied primer for compatibility with subsequent cover materials.
- E. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces is below the following maximums:
  - 1. Masonry, Concrete, and Concrete Masonry Units: 12 percent.
  - 2. Interior Wood: 15 percent, measured in accordance with ASTM D4442.

#### 3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- D. Seal surfaces that might cause bleed through or staining of topcoat.
- E. Wood Surfaces to Receive Opaque Finish: Wipe off dust and grit prior to priming. Seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after primer has dried; sand between coats. Back prime concealed surfaces before installation.

#### 3.03 APPLICATION

- A. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".
- B. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- C. Apply each coat to uniform appearance in thicknesses specified by manufacturer.
- D. Sand wood and metal surfaces lightly between coats to achieve required finish.
- E. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- F. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

#### 3.04 CLEANING

A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

#### 3.05 PROTECTION

- A. Protect finishes until completion of project.
- B. Touch-up damaged finishes after Substantial Completion.

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#### SECTION 09 9725 MINERAL-BASED COATINGS

#### PART 1 GENERAL

### 1.01 SECTION INCLUDES

A. Mineral-based coatings for use on plaster surfaces

#### 1.02 REFERENCE STANDARDS

- A. ASTM D6904 Standard Practice for Resistance to Wind-Driven Rain for Exterior Coatings Applied on Masonry; 2003 (Reapproved 2022).
- B. ASTM E84 Standard Test Method for Surface Burning Characteristics of Building Materials; 2023c.

### 1.03 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data indicating coating materials.
- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- D. Manufacturer's Installation Instructions: Indicate special procedures and perimeter conditions requiring special attention.

#### 1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.
- B. Applicator Qualifications: Company specializing in performing the work of this section with minimum 5 years documented experience.

#### 1.05 MOCK-UP

- A. Provide mock-up, 5 feet long by 5 feet illustrating color, texture, and quality of work .
- B. Locate where directed.
- C. Mock-up may remain as part of the Work.

#### 1.06 FIELD CONDITIONS

- A. Do not install materials when temperature is below 41 degrees F or above 113 degrees F.
- B. Maintain this temperature range, 24 hours before, during, and 48 hours after installation of coating.
- C. Restrict traffic from area where coating is being applied or is curing.

#### 1.07 WARRANTY

- A. See Section 01 7800 Closeout Submittals, for additional warranty requirements.
- B. Correct defective Work within a five year period after Date of Substantial Completion.

#### PART 2 PRODUCTS

#### 2.01 MANUFACTURERS

- A. Mineral-Based Coatings:
  - 1. KEIM Mineral Coatings of America, Inc: www.keim-usa.com/#sle.
  - 2. PermaTint Limited: www.permatint.com/#sle.
  - 3. Substitutions: See Section 01 6000 Product Requirements.

#### 2.02 MINERAL-BASED COATINGS

- A. Provide mineral-based coating systems that meet the following minimum performance criteria:
  - 1. Wind Driven Rain Resistance: Passing, when tested according to ASTM D6904 at 98 miles per hour for 24 hours.

2. Surface Burning Characteristics: Flame spread/Smoke developed index of 0/0, maximum, when tested in accordance with ASTM E84.

#### 2.03 MATERIALS

- A. General:
  - 1. Provide mineral-based coatings formulated to chemically bond with the substrate to produce a water-repellent, vapor permeable, fire retardant finish.
  - 2. Volatile Organic Compound (VOC) Content: Comply with Section 01 6116.
- B. Paint: Water and potassium silicate based paint with earthen and mineral pigments and fillers; quartz binder.
  - 1. Color: As selected from manufacturer's standard range.
  - 2. Products:
    - a. KEIM Mineral Coatings of America, Inc; Concretal W: www.keim-usa.com/#sle.
    - b. PermaTint Limited; 1010 QuartzGuard: www.permatint.com/#sle.
    - c. Substitutions: See Section 01 6000 Product Requirements.
- C. Primer/Thinner: Water and potassium silicate based primer with acrylate stabilizer. Use as recommended by coating manufacturer to stabilize loose or powdery mineral surfaces, to condition unevenly or highly absorbent surfaces, or as a thinner for silicate coatings.

#### PART 3 EXECUTION

#### 3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that substrate surfaces are ready to receive work as instructed by the coating manufacturer. Obtain and follow manufacturer's instructions for examination and testing of substrates.
- C. Cementitious Substrates: Do not begin application until substrate has cured 28 days minimum and measured moisture content is not greater than 4 percent.

#### 3.02 PREPARATION

- A. Clean surfaces of loose foreign matter.
- B. Existing Painted and Sealed Surfaces:
  - 1. Strip existing paint and coatings from surface.
  - 2. Clean with mixture of trisodium phosphate and water to remove surface grease and foreign matter.
- C. Protect adjacent surfaces and materials not receiving coating from splatter and overspray; mask if necessary to provide adequate protection. Repair damage.

#### 3.03 PRIMING

- A. Prior to priming, patch holes and indentations and fill cracks with manufacturer's recommended crack repair material.
- B. Apply primer to all surfaces, unless specifically not required by coating manufacturer. Apply in accordance with coating manufacturer's instructions.
- C. If surface is highly absorbent, apply second coat of primer. Allow to dry 8 hours, minimum, before recoating.

#### 3.04 COATING APPLICATION

- A. Apply coatings in accordance with manufacturer's instructions.
- B. Apply coatings evenly and allow to soak into substrate. Allow to dry 12 hours, minimum, before recoating.

#### 3.05 CLEANING

A. Clean surfaces immediately of overspray, splatter, and excess material.

# 3.06 PROTECTION

A. Protect finished work from damage.

# SPECIFICATIONS FOR MICROBIAL REMEDIATION

# FOR

# CAMP SALMEN HISTORICAL LODGE RESTORATION 22-127

**Project Designed by;** 

Lee Ritter, C.I.E.C, C.E.O.P., F.S.R.T., A.S.D, Journeyman Water Restoration



2014 West Pinhook Road Suite 200 Lafayette, LA 70508

April 28, 2025

RCE PROJECT NO.: 255061



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# **SECTION 028500**

# MICROBIAL REMEDIATION

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:
  - 1. Mold Remediation Procedures
    - A. The work shall include remediation and decontamination of the entire structure/building.
    - B. The work shall be done by trained and qualified workers under a project supervisor. Project supervisor must have WRT (Water Restoration Technician) for category 1 & 2. Project supervisor must have AMRT (Applied Microbial Remediation Technician) for category 3.
    - C. All workers shall use the appropriate personal protection equipment. The contractor supervisor shall be responsible for maintaining this level of protection for all workers on this project.
    - D. The contractor shall provide a list of all materials and equipment to be used along with a remediation plan prior to the beginning of work.
    - E. Any suspect materials encountered during scheduled site removal should be tested prior to disturbance or otherwise handled as Presumed Asbestos Containing Materials (PACM) using the same controls and procedures for asbestos abatement. Buildings constructed before 1991 shall be tested for suspect ACM and should be removed or handled by property certified asbestos abatement personnel in compliance with Federal and State regulations.
  - 2. Procedures for Post Remediation Testing and Final Treatment
    - A. The contractor shall include the cost of the post remediation testing in this project.
    - B. When the work starts the contractor shall report directly to the owner's environmental consultant.
    - C. Let the fogged area settle for twenty-four (24) hours. No fogging shall occur any sooner to testing with in 6 hours. It is preferred that the fogging occur approximately 12 hours before testing.
    - D. Test for post-remediation work success.
    - E. Rebuild all areas with proper material specified and directed by the owner.

#### 1.3 GOVERNING REQUIREMENTS

A. The work outlined in this specification qualifies as "mold remediation" as that term is defined under Chapter 24-A of Title 37 of the Louisiana Revised Statutes (LRS), also known as the Louisiana Mold Remediation Contracting Act (MRCA). The area within the
structure impacted by mold growth exceeds the minimum area exemption of 20 square feet as outlined in MRCA §2185.B(5) and the mold remediation work will not be performed by the Owner or his agent; therefore, the mold remediation work must be performed by a contractor properly licensed by the Louisiana State Licensing Board for Contractors in the field of "Mold Remediation". A list of licensed mold remediation contractors from the Louisiana State Licensing Board for Contractors from the Louisiana State Licensing Board for Contractors is available at www.lslbc.state.la.us.

- B. Any remediation conducted must comply with the requirements of the MRCA and this specification and is to include a post-remediation assessment overseen by an Environmental Consultant (EC).
- C. As outlined in MRCA §2187.B, an EC may not perform both mold assessment and remediation on the same project or have an ownership interest in both an entity which performs mold assessment services and an entity which performs mold remediation services on the same project. In accordance with this provision the General Contractor shall employ an MRC that is independent of the EC.
- D. The Mold Remediation Contractor (MRC) who utilizes certain antimicrobial products may be subject to the licensing, certification, and supervision requirements as an Antimicrobial Pest Control Applicator, in accordance with Louisiana Department of Agriculture and Forestry (LDAF) regulations, as codified in the Louisiana Administrative Code (LAC), Title 7, Part XXIII. Prior to utilizing any antimicrobial product, the EC shall determine the requirements applicable to the use of that product through coordination with the LDAF.

### 1.4 BACKGROUND INFORMATION

- A. Purpose. This specification is intended as a standard specification for the remediation of mold/fungi at Camp Salmen, Slidell, Louisiana. This specification has been developed to address the components of the structure and associated finishes as well as the contents within the structure. This specification is not approved for any other purpose or project.
- B. Roles of Parties to Remediation: Unless otherwise noted, the work identified in this specification is intended for execution by an MRC retained by the General Contractor. The remediation must be coordinated with, and a post-remediation assessment conducted by an EC. Variations from the procedures identified in this specification shall require the prior approval of the EC and the Owner. Any determination as to whether an item qualifies as contents or as a component of the structure shall be made by the EC.
- C. Additional Hazards. This specification addresses the hazards presented by the identified mold and/or water damage. Additional hazards may exist that are dependent on the specific equipment and procedures used by the contractor to conduct the remediation. In addition to the work practice hazards, Asbestos Containing Materials (ACM), and Lead Based Paint (LBP) may be present within the structure and could be included in some of the materials specified for removal as a part of this mold remediation protocol. It is the responsibility of the Contractor to perform whatever investigation he deems necessary to identify these additional hazards and to take any necessary precautions to protect remediation workers from these and other hazards not addressed in the scope of work. In conducting the work, the Contractor shall comply with all Federal, State and Local requirements regarding hazard identification, communication, and worker protection.
- D. Code Compliance. Contractors should be familiar with the impacts that the remediation work will have on the structure's compliance with applicable building code requirements. All repair and replacement work performed on components of the structure should conform to the applicable building codes.

### 1.5 PERSONNEL REQUIREMENTS

- A. Environmental Consultant (EC). The EC shall have training and experience in mold assessment and remediation, with at least one of the following credentials:
  - 1. A Certified Industrial Hygienist (CIH) as certified by the American Board of Industrial Hygiene,
  - 2. A Professional Engineer (PE), licensed in the State of Louisiana,
  - 3. An Architect, licensed in the State of Louisiana,
  - 4. A Council-Certified Microbial Consultant (CMC) or Council-Certified Microbial Investigator (CMI) or Certified Indoor Environmentalist (CIE), as certified by the American Council for Accredited Certification (ACAC), or Certified Indoor Environmental Consultant (CIEC), as certified by the American Council for Accredited Certification (ACAC)
  - 5. A State or National Certification in Mold Assessment with comparable education, qualification, and experience requirements, as approved by the Owner.
- B. Microbial Remediation Supervisor. The Onsite supervisor shall have training and experience in mold remediation, with at least one of the following credentials:
  - 1. Council-Certified Microbial Remediator (CMR) or Council-Certified Microbial Remediation Supervisor (CMRS), as certified by the ACAC,
  - 2. Applied Microbial Remediation Specialist (AMRS), as certified by the Institute for Inspection, Cleaning and Restoration Certification (IICRC), or Applied Microbial Remediation Technician (AMRT)
  - 3. A State or National Certification in Mold Remediation with comparable education, qualification, and experience requirements, as approved by the Owner.

### 1.6 SUBMITTALS

- A. Preconstruction Submittals. Within 10 days of the award of the contract and prior to the start of the work, submit to the Contracting Officer six (6) copies of the following items for review and permanent file.
  - 1. Preliminary Visual Assessment Report. A written report to document the preremediation condition of the work areas.
  - Remediation Workplan. The CIE and/or CIEC shall prepare a remediation work plan before starting the remediation project which is to be given to the Owner for approval.
  - 3. The plan shall address the following items at a minimum:
    - a. Description of materials to be remediated, providing location and quantities (map if available), and methods to be used for remediation.
    - b. The timeframe for proposed completion of the work.

- c. The identification and intended use any of biocides and/or fungicidal agents, including any registration, licensing or certification requirements originating from EPA or LDAF regulations.
- d. Containment procedures to include description and locations of engineering controls and decontamination unit to include entry and exit procedures (provide sketch of floor plan showing location of containment barriers and decontamination units). Plan shall include locations of AFUs and AFU discharges to the outside.
- e. Description of personal protective equipment to be used during the remediation.
- f. Construction barricades and barriers in occupied areas.
- g. HVAC Shut down and start-up procedures.
- h. HVAC Evaluation and remediation procedures.
- i. Moisture and relative humidity control procedures and equipment.
- j. Packaging and disposal procedures.
- k. Safety Precautions include lockout/ tag-out, fall protection, confined space entry procedures, and fire protection.
- I. Description of the method employed to control cross contamination of areas not in the work area. This shall include a risk assessment related to the suitability of people to occupy areas adjoining the remediation area while remediation activities are ongoing.
- 4. Respiratory Protection Program. Provide written copy of Contractor's Respiratory Protection Program.
- 5. Worker Records. Provide the following documents for all workers, including supervisory personnel. If new workers are added to the crew, provide the same documentation for them.
- 6. Employee Instruction and Release Form. Provide documentation showing that each employee has been instructed on the following items:
  - a. Use and fit of respirators (for employees entering and working in the containment).
  - b. Protective clothing.
  - c. Protective measures.
  - d. Safety and Emergency Egress Procedures.
  - e. Site specific fall protection plan and training.
  - f. Microbial remediation hazards and practices including engineering controls and isolation. Training should include "hands-on" training for microbial remediation supervisors.
  - g. Workers' release forms stating the potential hazards involved with the scope of the work.
- 7. Microbial Remediation Supervisor Qualifications. Onsite supervisor shall have one of the following certifications:
  - a. Certified Mold Remediator (CMR)
  - b. Certified Mold Remediation Supervisor (CMRS),
  - c. Applied Microbial Remediation Specialist (AMRS), or
  - d. A State or National Certification in Mold Remediation supervision with comparable education, qualification, and experience requirements.
  - e. Water Damage Restoration Technician (WRT)
  - f. Applied Microbial Remediation Technician (AMRT)

- B. Product Data. Within 10 days of contract award, submit product data for items identified for use in Microbial Remediation Plan.
- C. Daily Reports. Prepare a written report for each day that microbial remediation work is being accomplished. Submit this report to the Contracting Officer by 1000 hours of the following day, attached to the Contractor Quality Control Report. Referred to collectively as the Daily Report, the report at a minimum shall include measurements of differential pressure and temperature and relative humidity in work areas and detail any non-compliance issues observed.
- D. Submittals at Completion of Remediation Work. Within 14 days of completion, provide the following information:
  - a. Supervisor Logs.
  - b. Daily Reports.
  - c. Photographic Logs.
  - d. Contractor's Industrial Hygienist Report certifying the microbial remediation is complete.

### 1.7 RECORD KEEPING

- A. A Daily Project Log shall form a permanent record of the project. Secure and maintain these logs and any other required documentation as part of the permanent project file.
  - 1. Daily Log. The Microbial Remediation Supervisor shall maintain a Daily Project Log. The Daily Project Log shall be used each day of the project to document the following information.
    - a. Date.
    - b. Name of Microbial Remediation Supervisor.
    - c. Name of Industrial Hygienist monitoring work area.
    - d. Number of workers on site.
    - e. Equipment utilized.
    - f. Brief description of daily work activities.
    - g. Listing of any non-compliance noted, emergencies, stop work orders (with detailed explanation), [exhaust system pressure differential recordings] and descriptions of any other noteworthy events.

### 1.9 REFERENCE STANDARDS.

- A. "American National Standard for Industrial Head Protection" ANSI, Publication ANSI/ISEA Z89.1.
- B. "American National Standard for Limited Use and Disposable Coveralls Size and Labeling Requirements", ANSI, Publication ANSI/ISEA 101.
- C. "American National Standard for Occupational and Educational Personal Eye and Face Protection Devices", American National Standards Institute (ANSI), Publication ANSI/ISEA Z87.1, latest edition.
- D. "Assessment, Cleaning, and Restoration of HVAC Systems", National Air Duct Cleaners Association (NADCA), Publication ACR-2021, 2021
- E. "Bioaerosols: Assessment and Control", American Conference of Governmental and Industrial Hygienists (ACGIH), 2002.

- F. "Guidelines on Assessment and Remediation of Fungi in Indoor Environments; New York City Department of Health and Mental Hygiene, November 2008.
- G. "Mold Remediation in Schools and Commercial Buildings", Publication No. 402-K-01-001, U.S. Environmental Protection Agency (EPA), Washington, D.C., September 2008.
- H. "NIOSH Respirator Selection Logic 2004", National Institute for Occupational Safety and Health (NIOSH), Publication NIOSH 2005-100, October 2004.
- I. "Standard and Reference Guide for Professional Mold Remediation S520", Institute of Inspection, Cleaning, and Restoration Certification (IICRC), Vancouver, Washington, 2021, Publication No, ANSI/IICRC S520-2015.
- J. "Standard and Reference Guide for Professional Water Damage Restoration S500", IICRC, Vancouver, Washington, 2021, Publication No. ANSI/IICRC S500-2021.
- K. "Standard Specification for Performance Requirements for Protective (Safety) Toe Cap Footwear", American Society for Testing and Materials (ASTM), Publication F2413, latest edition.

### PART 2 - PRODUCTS

### 2.1 PERSONAL PROTECTION EQUIPMENT

- A. Protective Clothing. Disposable coveralls shall be Tyvek® or equivalent complying with ANSI 101, with hoods.
- B. Head Protection. Head protection should comply with ANSI Z89, latest edition.
- C. Protective Eyewear, Protective eyewear should comply with ANSI Z87, latest edition.
- D. Protective Footwear. Protective footwear should comply with ASTM F2413, latest edition.
- E. Respiratory Protection. All respiratory protection equipment shall comply with the applicable standards of the National Institute for Occupational Safety and Health (NIOSH). Particulate respirators shall be at least N-95. If extensive, exposed mold contamination is present, the respiratory protection level may need to be increased to a NIOSH classification P-100 half face respirator coupled with an air purifying organic vapor cartridge. The specific respiratory protection for the project should be selected based on NIOSH 2005-100 and should address any other potential respiratory threats identified, including oxygen deficient atmospheres.
- F. Gloves. For destructive work, work gloves (leather or equivalent). For cleaning work, no gloves are required, except for chemical protection.
- G. Splash Protection. For employees applying liquid cleaners/agents and all employees doing material removal and disposal of liquid items, appropriate splash protection shall be provided for the face. This shall include a face shield, or a NIOSH approved full face respirator.
- H. Additional PPE. If using cleaning agents, biocides, solvents or encapsulant materials, the contractor shall utilize any additional PPE (e.g., upgraded respiratory protection, chemical protective clothing, gloves, etc.) that is identified in the product manufacturer's instructional literature available for the products utilized.

### 2.2 APPROVED MATERIALS

- 1. The contractor shall use the following list of materials on the job site. <u>Materials</u> not listed must be approved prior to their arrival on site for use:
  - a. Aftershock Fungicidal Coating
  - b. Fiberlock IAQ 2000 Cleaner, Fungicide, Mildewstat, Disinfectant, Concentrate
  - c. Fiberlock IAQ 2500 Cleaner, Fungicide, Mildewstat, Disinfectant, Pre-Mixed
  - d. Fiberlock IAQ 6000 Mold-Resistant Coating
  - e. Fiberlock Shockwave Cleaner, Disinfectant, Fungicide, Sanitizer
  - f. Foster 40-20 Fungicidal Protective Coating
  - g. Fiberlock IAQ Advanced Peroxide Cleaner
  - h. Bioesque Solutions Botanical Disinfectant Solution
  - i. Benefect Botanical Decon 30

### 2.3 REMEDIATION

- A. Fungicidal Coatings. Fungicidal coatings shall be registered with the U.S. Environmental Protection Agency and approved by the EC.
- B. Disinfectants, Biocides, Sanitizing Solutions and Fungicidal Agents. These items shall be registered with the U.S. Environmental Protection Agency and approved by the EC. All products shall be used in accordance with the manufacturer's specifications.

### PART 3 – EXECUTION

### 3.1 PREPARATION

- A. De-energizing Work Areas. Prior to performing any destructive work, the Contractor shall properly de-energize the systems likely to be encountered. These include electricity, natural gas, steam, telephone as well as other energy systems. The Contractor shall follow proper lock-out/tag-out and testing procedures to verify that these systems are properly de-energized.
- B. Examine areas and substrates, with Installer present, and including welded hollow-metal frames, cast-in anchors, and structural framing, for compliance with requirements and other conditions affecting performance of the Work.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 EQUIPMENT

- A. Provide protective clothing and respirators as required by the Microbial Remediation Plan for use by any authorized visitors. Provide manufacturer's certificate of compliance for all equipment used to contain the microbial contamination. Contractors shall not be required to certify that visitors entering work areas be capable of wearing respirators.
  - 1. Respirators. Select respirators from those approved by the National Institute for Occupational Safety and Health (NIOSH), Department of Health and Human Services. Provide personnel engaged in set-up, pre-cleaning, cleanup, handling, and removal of contaminated materials with the appropriate respiratory protection as specified in 29 CFR 1910.134. A microbial remediation plan shall consider Table 17.1 in AIHA IMOM08-679 "Recognition, Evaluation, and Control of Indoor

Mold", which lists the minimum levels of respiratory protection based on the activity and size of the remediated area.

- 2. Protective Clothing. Provide all workers with protective clothing as appropriate for the work being accomplished, as required by the Microbial Remediation Plan. Do not permit any person to enter the work area without the appropriate protective clothing and equipment.
- 3. Warning Signs and Labels. Provide bilingual warning signs printed in English and Spanish at all approaches to the work areas. Locate signs at such a distance that personnel may read the sign and take the necessary protective steps required before entering the area. Warning signs may be in the form of continuous plastic tape. The warning signs shall have black characters on a yellow background.

WARNING DO NOT ENTER MICROBIAL REMEDIATION WORK IN PROGRESS Alternate wording for the warning signs will be approved by the Owner.

- 4. Dehumidifiers. Install and use dehumidifiers as needed during the remediation to maintain relative humidity below 60 percent in the work area. Drain the condensate water to a permanent drain, or empty as needed to prevent water overflowing from the dehumidifiers.
- 5. Air Filtration Units (AFU). Install and use AFUs with HEPA filters, and manufacturer specified pre-filters, as part of the exhaust ventilation system to develop and maintain the specified desired air pressure differential inside the enclosed work area relative to the outside areas. The MRC shall be responsible for acquiring and paying for any licenses needed for use of any equipment. including but not limited to, air pressure differential systems and air filtration systems. Replace HEPA filters and pre-filters for AFUs as required to maintain pressurization performance requirements during demolition and cleaning. Do not reuse filters. Bag used filters at a minimum in clear 0.15-millimeter 6 mil polyethylene bags within the containment and disposed as contaminated Discharge air from any AFUs located in the work area containment to the outside environment when creating a negative pressure containment to create a negative pressure relative to occupied areas of 5 pascals 0.02-inch H2O to 10 pascals 0.04-inch H20. Discharge air more than that required for creating the proper negative pressure to the work area. The AFUs shall provide four to six (4 to 6) air changes per hour in the work area. Under no circumstances may air from AFUs discharge to an occupied area. Coordinate location of window sashes or doors required for discharge openings with the Owner. Seal around openings used for discharge of exhaust air airtight. Exhaust discharge openings may be constructed of plywood. Seal all exhaust and intake openings in AFUs with one layer of 0.15 millimeters 6 mil polyethylene sheeting when not in use.
- 6. Vacuum Cleaners Equipped with HEPA Filters. Provide vacuum cleaners equipped with HEPA filters designed for continuous operation to perform the work in a timely and efficient manner. Provide nozzle attachments as required, to adequately remove all dust. As a minimum, nozzle attachments shall include crevice and extended bristle brush nozzles. Any vacuum that is not equipped with a HEPA filter shall not be used at any time. Provide sufficient vacuum cleaners equipped with HEPA filters designed for continuous operation in the work area during microbial remediation inside the containment area. Provide additional vacuum cleaners equipped with HEPA filters in the enclosed work area

during remediation or cleaning work as required by the size (area) of the containment and to maintain timely progress of the work.

### 3.3 CONTAINMENT

- A. The purpose of remediation is to remove or clean mold-impacted materials in a manner that prevents mold and other residuals from leaving the remediation work area and entering a non-remediation area. Unless otherwise specified, containment shall be implemented as outlined in IICRC S520. The following procedures shall govern the containment to be used in conjunction with the remediation.
  - 1. Control of Transport of Mold Materials. The two (2) primary mechanisms for mold material leaving the remediation area are tracking and aerial transport. To prevent tracking, all contents and flooring within the remediation zones should be covered with adequate reinforced polyethylene sheeting during the remediation work. Alternatively, items may be cleaned with a High Efficiency Particulate Arresting (HEPA) filtered vacuum and then relocated to prevent them from encountering dust and/or mold from the remediation work. Should the items need to be relocated to another structure, they should be stored in a climate-controlled area. Aerial transport can be prevented by isolating the remediation zone from the rest of the structure and utilizing either source, local or full-scale containment as described below.
  - 2. Containment Types
    - a. Source Containment. Source containment is used when there are small or limited areas of mold growth and hidden mold growth is not anticipated. Source containment will utilize a critical barrier to isolate the remediation area from other parts of the structure and will typically include "glove-bag" or other techniques that do not involve placing remediation personnel inside the containment area. Source containment does not require maintaining negative pressure within the containment.
    - b. Local Containment. Local containment is used where moderate levels of mold growth are present and/or hidden mold growth is anticipated. Local containment will utilize critical barriers to isolate the remediation area from other parts of the structure and will typically involve only one (1) room or part of one room and will require remediation personnel to work inside the containment area. Local containment will require maintaining negative pressure within the containment. For local containment, a HEPA filtered vacuum may be used if it can sustain negative pressure within the enclosure.
    - c. Full Scale Containment. Full scale containment is used where significant or extensive mold growth is present or anticipated. Full scale containment will utilize critical barriers to isolate the remediation area from other parts of the structure and will require remediation personnel to work inside the containment area. Full scale containment will require maintaining negative pressure within the containment, using one (1) or more NEPA filtered negative pressure devices or negative air machines (NAMs). The NAMs should discharge outdoors and should be sized to maintain adequate negative pressure and air change rates (i.e., air changes per hour [ACH]). Exhaust procedures should facilitate in avoiding cross-contamination within the containment and outside the containment.
    - d. Containment Areas with One or More Surfaces Common to the Exterior. In instances where the remediation is to be conducted with one (1) or

more surfaces common to the exterior of the structure, and in those instances where there is a continuous, intact wall, ceiling or floor, such intact wall, ceiling, or floor may be considered a critical barrier. In instances where the wall, ceiling, or floor common to the exterior is not intact or is not continuous, a critical barrier may be established by sealing the compromised portion to provide a continuous, intact barrier.

- 3. Critical Barriers and Isolation. Where critical barriers or isolation are required, the Contractor shall utilize suitable structural materials combined with adequate polyethylene sheeting and sealing tape to erect and maintain the barriers. Unless otherwise specified, the critical barriers will be self-supporting and will only be attached to the structure at locations required to make a satisfactory seal. Where polyethylene sheeting is used, it shall consist of fire-retardant, reinforced polyethylene. All joints, seams and penetrations shall be properly taped and sealed.
- 4. Ingress/Egress. Ingress/Egress for the remediation work may be outside the negative pressure enclosure but should be isolated from the remainder of the structure. These areas should be covered with polyethylene sheeting, with all joints and penetrations sealed with compatible tapes or sealants, to prevent the possible cross-contamination of structure components and contents. Alternatively, these areas may be cleared of contents prior to the remediation and may be included in the cleaning zone at the completion of the remediation.
  - a. The Contractor should implement appropriate decontamination and cross-contamination work practices as necessary. This includes the use of appropriate work area entry/exit procedures and the use of critical barriers, air locks, or seals to ensure proper containment during entry/exit. Mold impacted material should be properly bagged or contained while it is being removed from the remediation zone to prevent contaminating areas outside the remediation zone.
- 5. Containment and Isolation for HVAC System Components. If the Heating, Ventilating and Air Conditioning (HVAC) systems are to remain on during remediation work, any HVAC return air grilles in the work area should be temporarily re-routed to areas outside the work area. All HVAC supply vents in the work area should be blocked or sealed shut. If the HVAC systems are to remain off during remediation work, temporary cooling and/or dehumidification should be installed to maintain the temperature and humidity within the desired ranges. The length of the remediation work will also determine and/or influence the need to maintain appropriate temperature and humidity levels within the work area. Temporary equipment for cooling and/or dehumidification should also be considered in circumstances where the HVAC system has significant contamination and/or when removal of the HVAC unit is required for remediation.

### 3.4 PROCEDURES

A. Cleaning of Area:

- 1. ALL WORKERS SHALL BE IN PPE.
- 2. Properly dispose of all damaged goods.

Contractors shall clean/remove items as follows:

- 3. All areas to be treated with remediation products if not specifically described below in the approved scope.
- 4. Plaster Walls: Shall be wiped using top to bottom and left to right methods. The wiping shall include any/all insets, windows, door frames, closets, but not limited to these components.
- 5. Gypsum Board/Drywall Removal: Shall be removed using methods that will keep mold contaminated sections from becoming airborne. This material shall be double wrapped/bagged in 6 mil polysheeting/bags and sealed. This Material is to be considered mold contaminated waste.
- 6. Ceiling Cleaning: Shall be wiped using remediation chemicals.
- 7. Wood Beams: Shall be wiped using remediation chemicals.
- 8. Door Sanitization: Shall be wiped using top to bottom and left to right methods. The wiping shall include any/all insets, and door hardware but not limited to these components.
- 9. Remove Remaining Contents: This material shall be double wrapped/bagged in 6 mil polysheeting and adhesive tape. This material shall be considered mold contaminated waste.
- 10. Plumbing Fixture: Shall be removed using methods that will keep mold contaminated sections from becoming airborne. This material shall be double wrapped/bagged in 6 mil polysheeting/bags and sealed. This Material is to be considered mold contaminated waste.
- 11. Windows: Shall be cleaned and sanitized using remediation chemicals.
- 12. Built-in Cabinets: Shall be removed using methods that will keep mold contaminated sections from becoming airborne. This material shall be double wrapped/bagged in 6 mil polysheeting and adhesive tape. This material shall be considered mold contaminated waste.
- 13. VCT Flooring: Delaminated VCT flooring shall be disengaged and disposed of using methods that will keep mold contaminated sections from becoming airborne. This material shall be double wrapped/bagged in 6 mil polysheeting/bags and sealed. This Material is to be considered mold contaminated waste.
- 14. Wood Flooring: Shall be cleaned and sanitized using remediation chemicals.
- 15. Fire Place: Shall be cleaned and sanitized using remediation chemicals.

### 3.5 STRUCTURE COMPONENT REMEDIATION PROCEDURES

- A. Drying. Structure components and contents that require drying shall be evaluated and dried using one or more of the procedures outlined in IICRC S500. Excess water shall be collected and removed prior to and/or during the remediation, as it is encountered. Further drying shall be conducted using a combination of air movement, dehumidification, and temperature control, as outlined in Chapters 6 and 7 of the Reference Guide in IICRC S500.
- B. Removal and Cleaning of Mold Growth. All visible molds should be removed during remediation. Unless otherwise specified, mold impacted components of the structure should be addressed using the methods outlined in IICRC S520 and EPA 402-K-01-001.
  - 1. Non-Porous/Solid Surface Components. Non-porous/solid surface components will only be considered for removal and replacement if they are visibly water

damaged. Regardless of whether they are in Condition 1, 2 or 3, nonporous/solid surface components shall have mold removed using appropriate procedures. Wet removal methods are allowed on non-porous/solid surface components provided these methods do not affect adjacent porous or semi-porous components. Semi-porous Items. Semi porous components (e.g., wood) in Condition 3 with visible surface mold, but which are not decayed/deteriorated, should be managed as follows:

- a. Remove loose mold using a HEPA filtered vacuum.
- b. Remove attached mold through sanding, grinding or use of wire brushing, provided the removal will not compromise the structural or functional integrity of the component.
- c. In lieu of removal of attached mold, semi-porous components in Condition 3 may be removed and replaced, with the permission of the licensed EC and the Owner, if it is more economical to do so. Semiporous components with no visible mold growth in Condition 2 or items in Condition I shall have mold removed using dry methods only.
- C. Porous Items. Porous components in Condition 3 should be removed and discarded. Porous components with no visible mold growth in Condition 2 or in Condition 1 shall have mold removed using dry methods only.
- D. Zones of Remediation. The zones of remediation are defined as those specific areas to be cleaned, repaired and/or replaced due to water damage and the presence of mold contaminants. These zones are based on the visual observations of water stains, visible mold growth, and moisture damage assessment. During the prosecution of the work, areas outside of the zone of remediation may be identified. Following the removal of components within the zone of remediation and before the cleaning of adjacent areas, the exposed area should be inspected to determine if there is any additional water damage and/or any further remediation required. The Contractor may be asked by the EC and the Owner to proceed with additional remediation activities through a properly executed field change.
- E. Cleaning of Structure Components. During remediation, the remediation zone should be maintained in a clean, debris-free manner throughout the remediation process using a combination of HEPA filtered vacuums and HEPA filtered air movers. Following the remediation work, the entire work zone should be cleaned using a HEPA filtered vacuum. Semi-porous and non-porous components may also be cleaned with a lightly damp cloth (clean water only; fungicides or biocides are not recommended). The area identified as the cleaning zone should also be cleaned once all repairs and remediation have been completed. During the cleaning, the HVAC system should remain off and alternative ventilation, if necessary, can be provided using HEPA filtered air movers. The walls, ceilings, and floors in the cleaning zone should be cleaned using a HEPA filtered vacuum.
- F. Cleaning of the HVAC System. If specified, the various components of the HVAC system shall be cleaned. This cleaning should be conducted following all remediation work and repairs, and prior to reinstallation. The cleaning protocol should be conducted by an experienced professional using appropriate equipment and materials for working on HVAC systems. The HVAC cleaning protocol should be consistent with applicable standards and guidelines from ASHRAE and NADCA and specifically NADCA ACR-2006.
- G. Fungicidal Coatings. As required and specified, following the removal and cleaning within the zone of remediation, apply a fungicidal coating to all exposed areas where remediation work was performed. The specific coating product shall be an EPA-registered fungicidal coating (e.g., Foster® 40-30, Fiberlock Aftershock, etc.) approved by

the EC. All EPA-registered fungicidal coatings shall be used in strict compliance with labeling and manufacturer instructions. At the discretion of the EC conducting the post-remediation assessment, this coating may be applied either before or after authorization is provided to removal the containment. Areas of the structure where fungicidal coatings have been applied may not be occupied by non-remediation personnel until the coatings have properly dried.

### H. CONTENTS MANAGEMENT PROCEDURES

1. Custody and Handling of Contents. All contents shall be handled in a manner that, to the maximum extent practical, protects the integrity of the contents and prevents damage to the contents or other items. Under no circumstances will the Contractor be allowed to keep, scavenge or salvage for his own use any of the contents of the structure. Prior to beginning the remediation, the Contractor shall provide the following written notifications to all employees, subcontractors, vendors, and visitors:

"There is personal information present within the structure that is subject to all applicable federal, state and local privacy laws. The Contractor and his personnel are strictly forbidden to review and/or divulge any personal information. They are to handle all contents in a manner that, to the maximum extent practical, protects the integrity of the contents and prevents damage to the contents or other items. They are to refrain from confiscating, keeping, scavenging, salvaging or otherwise inappropriately removing any contents from the structure. Any of the Contractor's employees, agents, sub-contractors, vendors or visitors who are discovered to have inappropriately kept, scavenged, salvaged or otherwise removed any contents from the structure shall be discharged from the project and removed from the project site immediately."

- 2. Initial Inventory and Photo-Documentation. The Contractor shall photo-document the placement and condition of all contents, for each room in the work area (remediation zones, ingress/egress area, and cleaning zones), prior to moving. Make a general video of the entire room for every room in the work area, or Matterport Imaging.
- 3. Contents Manipulation. The Contractor shall set up the following contents manipulation areas:
  - a. Dirty Staging Area. A "Dirty Staging Area" (DSA) for items to be evaluated for disposal (discarding). The DSA is for holding items which the EC believes need to be discarded and disposed of.
  - b. Cleaning Area. A "Cleaning Area" (CA) for items to be cleaned. Proper engineering controls (e.g., positive pressure to prevent crosscontamination) should be incorporated into the design of the CA.
  - c. Finished Storage Area. A "Finished Storage Area" (FSA) for items that have been cleaned and are to be returned to their original room following remediation.
  - d. The preferred method is to locate the DSA, CA and FSA within the confines of the structure undergoing remediation. The Contractor shall execute and schedule his work to prepare the contents management areas (DSA, CA & FSA) as soon as possible in the process. If there is not enough space for the Contractor to establish the DSA, CA and FSA within the confines of the structure, the Contractor may establish any or all of these areas in temporary structures (trailer, portable building, etc.) on-site.

- 4. Handling of Contents to Remain in the Work Area. Contents which are to remain in the work area (remediation zones and cleaning zones) during the remediation and/or cleaning work shall be properly protected and isolated from the work using appropriate barriers (polyethylene sheeting, bags, etc.) and seals (ties, tape, etc.). The contents may be relocated within the room to accommodate the work. Following remediation work, the contents shall be appropriately cleaned, as outlined below.
- 5. Handling of Contents to be Removed from the Work Area. Every item that leaves its original room shall be tagged with a durable permanent tag that will survive the handling outlined herein. Each tag shall be clearly labeled, in permanent ink with the building designation (name and/or number), the room number, and the date and time the item was removed. Similar items or groups of items may be placed into a common container, provided the container is tagged and labeled with the information required above. All items (whether intended to be cleaned or discarded) shall be bagged to prevent the item from being contaminated or from contaminating other contents or portions of the structure under remediation. Bags used to transport contents shall be appropriately cleaned before leaving a contained area, to prevent cross contamination. Contents which are to be cleaned shall be stored in the FSA until the remediation is completed and cleared in their originating room.
- 6. Contents Cleaning Procedures. The default management strategy for all contents in the work areas will be to clean them. Contents with no visible mold growth in Condition 2 or items in Condition 1 shall be vacuumed with a device whose air discharge is fitted with a HEPA filter (HEPA vacuuming). Additional cleaning for Condition 2 or 3 items shall be based on item types as specified in EPA 402-K-01-001 and/or IICRC S520 and shall be implemented alone or in combination to restore contents to Condition 1.
  - a. Soft Goods. Soft goods should be professionally cleaned or washed in hot water (minimum 55°C or 131°F) with a detergent, as applicable. Clothing with deposited spores from airborne mold sources can be washed in this manner. Dry cleaning is not a requirement and may not be the most effective cleaning/removal method for washable fabrics. Usually, only soft goods with actual damage from being in contact with water and/or that have visible growth would need to be considered for replacement. Active mold growth that has penetrated the fibers of fabric items can leave stains and is more difficult to remove than spores deposited on the surface. Prior consultation with professionals engaged in the cleaning of upholstery, furniture, clothing, or other materials is recommended to identify the appropriate cleaning method and prevent damage from the cleaning procedure.
  - b. Hard Goods/Other Items. All other hard goods, personal effects, etc. can be cleaned with warm, sudsy water. Photographs or paper items with mold growth can be discarded or restored using appropriate document or art restoration measures. Alternative cleaning methods shall have the prior approval of the EC. Cleaning of contents shall be conducted in the CA. The EC may review and observe the Contractor's cleaning procedures. At the EC's sole discretion, sampling and or testing may be conducted to determine the effectiveness of the contents cleaning.
- 7. Criteria for Identifying Items to Be Discarded. The EC shall work with the Contractor to identify items which are eligible for discarding. The Contractor shall not have any independent authority to determine that contents are to be discarded. However, this restriction shall not apply to components of the

structure and associated finishes. For the Contractor's information in prescreening contents which may be eligible to be discarded, the following criteria are provided. If the Contractor believes that the contents items meet these criteria and should be discarded and disposed of, the items should be managed as outlined in Section 10, below.

- a. Non-Porous/Solid Surface Items. Examples of non-porous/solid surface items include, but are not limited to:
  - 1) Hard furniture with no upholstery.
  - 2) Computer and electronic equipment

3) Chalkboards, message boards, with solid surfaces Non-porous/solid surface items will only be considered for disposal if they are visibly water damaged. Regardless of whether they are in Condition 1, 2 or 3, non-porous/solid surface items shall be cleaned using appropriate procedures, as outlined in Section 9.6.

- b. Semi-porous Items, Examples of semi-porous items include, but are not limited to:
  - 1) Painted/finished wood products and furniture.
  - 2) Furniture with vinyl upholstery

3) Trophies, decorations, framed/mounted pictures, etc. Semi-porous items in Condition 3 or visible deposited mold in Condition 2 will be considered for disposal. Semi-porous items no visible mold growth in Condition 2 or items in Condition 1 will be referred to the Contractor for cleaning.

- c. Porous Items, Examples of porous items include, but are not limited to:
  - 1) Furniture with cloth upholstery
  - 2) Paper, cardboard, pictures
  - 3) Clothing, linens, draperies, etc.

Porous items in Condition 3 or visible deposited mold in Condition 2 will be considered for disposal. Porous items with no visible mold growth in Condition 2 or items in Condition 1 will be referred to the Contractor for cleaning.

d. Incidental Food Items. All incidental food items encountered in remediation areas shall be discarded, following the procedures outlined in Section 10.

### 3.6 POST REMEDIATION ASSESSMENT AND CLEARANCE CRITERIA

- A. Following the remediation of the structure and contents, the EC should perform a postremediation assessment to document the completion of the remediation work. This postremediation assessment will consist of a combination of visual observations, moisture measurements, and sampling, as determined by the EC.
  - 1. Post-Remediation Objectives. The objective of the remediation is to remove all areas of identified and discovered mold impact. The objectives of the post-remediation assessment include verification of the following:
    - a. All mold impacted materials (including those specified and those discovered during the prosecution of the remediation work) have been removed.
    - b. The structure components and contents in the remediation area have been properly cleaned.
    - c. The remediation work area is free from visible mold growth and wood rot.
    - d. The remediation areas have been returned to Condition 1 (normal mold ecology), as outlined in IIICRC S520.

- e. The underlying cause of the mold impact for the project has been remediated so that it is reasonably certain that mold growth will not return from that same cause.
- f. A determination that post-remediation objectives have been met will require acceptable visual observations, moisture measurements and sampling results.
- 2. Visual Observations. The EC shall utilize visual observations as a part of the post-remediation assessment. Visual observations are sufficient to determine that the post-remediation objectives have not been met; however, visual observations alone are not sufficient to confirm that the post-remediation objectives have been met.
- 3. Moisture Measurements. The EC shall utilize moisture measurements as a part of the post-remediation assessment. Moisture levels in the structure components and contents should be within the normal to low range, based on the type of material and the specific measurement device utilized.
- 4. Sampling. Acceptable sampling results are required to demonstrate that the postremediation objectives have been met and that the remediation area has been returned to Condition 1. In accordance with the TMARR, at least one nationally recognized analytical method must be used to verify that each area has been remediated as outlined in the mold remediation protocol. The specific sampling to be conducted shall be selected by the licensed EC based on the postremediation objectives and visual observations.
  - a. Air Sampling. The Air Monitoring Firm shall utilize air sampling as a part of the post-remediation assessment. Air samples shall be collected using either spore trap cassettes or impactor plates, with laboratory analysis using either direct or cultured microscopic examination, as appropriate. Indoor air samples shall be collected while containment is erected. Air scrubbing equipment must have been turned off at least two (2) hours before the air samples are collected. At least one (1) outdoor air sample shall be collected for comparison purposes, preferably at an outdoor location near the remediation zone (not immediately at the ingress/egress point, but close enough to represent the composition of the influx air near the zone).
  - b. Surface Sampling. The Air Monitoring Firm may utilize surface sampling as a part of the post-remediation assessment. Surface samples may be collected using either tape lifts or swabs. Tape lifts shall be analyzed using direct microscopic examination, while swabs may be analyzed using either direct or cultured microscopic examination.
  - c. Bulk Sampling. The Air Monitoring Firm may utilize bulk sampling as a part of the post-remediation assessment. Bulk samples may be analyzed using either direct or cultured microscopic examination.
  - d. Sample Data Interpretation. As a part of assessing normal mold ecology", water-indicator species (e.g. Stachybotrys, Chaetomium, Fusarium, Memnoniella) and significant mold growth structures should not be present; however, trace occurrences may be acceptable (at the discretion of the EC if visual conditions are adequate, hyphal fragments and particulate debris in samples are low, and the trace occurrences do not appear to be related to an identified indoor source. Airborne mold spores in the remediation area should be lower than outdoor counts collected at the same time of day, and the distribution of mold spore types should be relatively similar between indoor and outdoor samples.

- 5. Post-Remediation Clearance
  - a. The licensed EC will use visual observations, moisture measurements and sampling results to determine if the post-remediation assessment indicates that the remediation has achieved Post-Remediation Clearance (Clearance) by meeting the post-remediation objectives. The licensed EC may use a combination of his own visual observations and tests, along with observations and tests conducted by professionals from other disciplines to verify that the underlying cause(s) of the mold impact have been remedied.
  - b. The remediation zones may be cleared in any number or combination, as agreed between the Contractor and the EC. If the EC determines that Clearance has not been achieved, the EC shall direct the Contractor, at the Contractors expense, to utilize additional remediation and/or cleaning procedures as outlined in the mold remediation protocol or other document referenced in the mold remediation protocol to achieve Clearance. If the EC determines that Clearance has been achieved, the EC shall notify both the Contractor and the Owner.
  - c. Removal of Containment. Containment is to remain in place (including any requirement to maintain negative pressure) until authorization to remove the containment is issued by the EC.

END OF SECTION 028500

## Historic L 35122 Parish Parkway, Slidell, LA 70460 -odge Restoration Camp Salmen

St T

Michael B. Cooper | Parish President

# GENERAL NOTES

<u>SPECIAL CONDITIONS</u> THE CONTRACTOR SHALL CAREFULLY EXAMINE THE CONTRACT <u>Site condition</u> The contractor shall keep premises clean during construction trash shall not be allowed to accumulate on site during construction. Final clean up and repair is part of <u>SITE SAFETY</u> ARCHITECT'S SITE RESPONS SAFETY. SAFETY IN OR ABO PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL MAKE CERTAIN THAT ALL REQUIRED PERMITS & APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION FABRICATION SHALL BEGIN UNTI DTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES. ANY WORK OR MATERIAL WHICH IS NOT DIRECTLY OR INDIRECTLY NOTED IN THE SPECIFICATIONS AND DRAWINGS, BUT IS NECESSARY FOR THE PROPER CARRYING OUT OF THE OBVIOUS INTENTION IS TO BE UNDERSTOOD AS "IMPLIED" AND IS TO BE PROVIDED BY THE CONTRACTOR IN HIS PROPOSAL AS FULLY AS IF SPECIFICALLY DESCRIBED OR DELINEATED. ANY DISCREPANCIES BETWEEN DRAWINGS AND SPECIFICATIONS MUST BE REPORTED TO THE ARCHITECT FOR CORRECTION AND INTERPRETATION BEFORE THE WORK IS EXECUTED. LL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE REQU URING THE BIDDING PERIOD, ANY DISCREPANCIES, CONFLICTS, AND/OR QUESTIONS OF INTERPRETATION IN THE DOCUMENTS SHALL BE SUBMITTED TO THE ARCHITECT PROMPTLY FOR CLARIFICATION ATTERS. THE ARCHITECT WILL NOT BE RESPONSIBLE FOR ORAL INSTRUCTIONS. IT SHALL BE HELD THAT ALL BIDDERS HAVE EXAMINED ALL DOCUMENTS FOR PROPER COMPREHENSION IN THE DIVISIO ECTIONS OF THE WORK. NO ALLOWANCE SHALL BE MADE, AFTER THE BID OPENING, FOR MISUNDERSTANDING ON THE PART OF THE CONTRACTOR. FORE ORDERING ANY MATERIAL OR DOING ANY WORK, EACH CONTRACTOR SHALL VERIFY ALL MEASUREMENTS AT THE BUILDING AND SHALL BE RE FFERENCE BETWEEN ACTUAL DIMENSIONS AND THE MEASUREMENTS INDICATED ON THE DRAWINGS. ANY DIFFERENCE WHICH MAY BE FOUND SHAL ITIES ARE LIMITED SOLELY TO THE THE SITE IS THE SOLE AND EXCLUS PONSIBILITIES OF THE CONTRACTO ACTIVITIES OF THE CONSULTANT AND THE CONSULTANT'S EMPLOYEE ON SITE. THESE RESPONSIBILITIES SHALL NOT BE INFERRED BY IVE RESPONSIBILITY OF THE CONTRACTOR ALONE. THE CONTRACTOR'S METHODS OF WORK PERFORMANCE, SUPERINTENDENCE OF R ALONE. MENTS AND PRC **JECT SITE & SEC** FROM THE ARCI IREMENTS AND STANDARDS OF THE LOCAL HITECT ADDITIONAL INFORMATION, IF NECESS SPONSIBLE FOR THE CORRECTION OF SAME. NO EXAMPLE TO THE ARCHITECT FOR CONSIDE STATE AND FEDERAL ARY, THAT MAY BE REC AUTHORITIES ANY PARTY TO MEAN THAT THE ARCHITECT HAS RESPONSIBILITY FOR SITE THE CONTRACTOR'S EMPLOYEES, AND SEQUENCING OF CONSTRUCTION ARE ALSO XTRA CHARGE OR COMPENSATION WILL BE ALLOWED ON ACCOUNT OF RATION BEFORE PROCEEDING WITH THE WORK. I. THE ARCHITECT SHALL ISSUE WRITTEN ADDENDA TO BIDDERS CLARIFYING SUCH IN OF THE WORK, AND THEIR RELATIONSHIP TO OTHER CONTRACTORS OR THIS WORK L THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS & D A CLEAR AND FUL - UNDERSTANDING OF THE WORK

ammany Parish Government BID No. 25-16-2

**Councilman District 14** Jimmy Strickland III

<u>Architect</u> MSH Architects, LLC 229 East Kirkland Street Covington, LA 70433 <u>Structural Engineer</u> Morphy Makosky, Inc. orman C Francis Parkway New Orleans, LA 70119 Project Design Team

336 N No





THE LAST TIME THE BUILDING WAS USED FOR ANY PURPOSE WAS IN ABOUT 1982 WHEN THE BOY SCOUTS OF AMERICA OWNED THIS PROPERTY AND USED THIS IS A SUMMER CAMP SCOUTMASTER RESIDENCE. THE BUILDING WAS ALTERED FOR THIS PURPOSE IN APPROXIMATELY 1952 AND NO REAL WORK HAS BEEN DONE TO THE BUILDING SINCE THAT TIME WITH THE EXCEPTION OF INSTALLING TEMPORARY METAL ROOF TO PROTECT IT FROM FURTHER WATER INFILTRATION.

THE EXISTING BUILDING THAT IS THE SUBJECT OF THIS PROJECT IS AN ORIGINAL FRENCH CREOLE COTTAGE DATING FROM ABOUT 1790-1820 AND IT IS LISTED ON THE NATIONAL PARK SERVICE NATIONAL REGISTER OF HISTORIC PLACES, REFERENCE NUMBER 06000323, LISTED AS "CAMP SALMEN HOUSE".





sheet no

THE FUTURE PLAN IS TO HAVE A PHASE 2 PROJECT THAT WOULD CONSTRUCT AN ADDITIONAL NEW BUILDING WITH ACCESSIBLE RAMP AND TOILET ROOMS AND HAVE THAT CONNECTED VIA A RAISED WALKWAY TO THIS BUILDING AND WE WOULD ASK FOR OCCUPANCY AT THAT TIME.

2253 job no. sheet title cover sheet

revisions

issue date 04.28.2025 PERMIT/ BID SET



Camp Salmen Historic Lodge Restoration 35122 Parish Parkway, Slidell, LA 70460







job no. 2253 sheet title site plan

revisions

PERMIT/ BID SET issue date 04.28.2025



Camp Salmen Historic Lodge Restoration 35122 Parish Parkway, Slidell, LA 70460









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job no.



Camp Salmen Historic Lodge Restoration 35122 Parish Parkway, Slidell, LA 70460















![](_page_206_Figure_2.jpeg)

![](_page_207_Figure_1.jpeg)

![](_page_207_Figure_2.jpeg)

![](_page_208_Picture_1.jpeg)

![](_page_208_Picture_2.jpeg)

![](_page_208_Picture_3.jpeg)

![](_page_208_Figure_6.jpeg)

![](_page_208_Figure_7.jpeg)

![](_page_208_Figure_8.jpeg)

nunleyarchitects )25 3:34 229 east kirkland street. covington louisiana. 70433 phone: 985.898.0303 fax: 985.898.0304 :26 M email: studio@msh-architects.com www.msh-architects.com

moat

![](_page_209_Figure_0.jpeg)

![](_page_209_Figure_2.jpeg)

![](_page_209_Figure_3.jpeg)

![](_page_210_Figure_1.jpeg)

![](_page_210_Figure_2.jpeg)

sheet no. A500

job no. 2253 sheet title roof plan

revisions

PERMIT/ BID SET issue date 04.28.2025

![](_page_210_Picture_7.jpeg)

Camp Salmen Historic Lodge Restoration 35122 Parish Parkway, Slidell, LA 70460

![](_page_210_Picture_9.jpeg)

![](_page_211_Figure_0.jpeg)

![](_page_211_Figure_3.jpeg)

![](_page_212_Figure_1.jpeg)

![](_page_212_Figure_2.jpeg)

![](_page_212_Picture_3.jpeg)

job no. 2253 sheet title 3d exploded views sheet no. sheet no. © 2024 msh architects I

revisions

PERMIT/ BID SET issue date 04.28.2025

![](_page_212_Picture_8.jpeg)

Camp Salmen Historic Lodge Restoration 35122 Parish Parkway, Slidell, LA 70460

![](_page_212_Picture_10.jpeg)

![](_page_213_Figure_1.jpeg)

<ul> <li>E. WOOD FRAMING ADJACENT TO STEEL CONSTRUCTION SHALL BE FASTENED TO STEEL FRAMING WITH POWDER ACTUATED FASTENERS.</li> <li>F. UNLESS OTHERWISE NOTED, ALL LUMBER PERMANENTLY EXPOSED TO WEATHER SHALL BE PRESSURE TREATED WITH COPPER AZOLE-TYPE B (CA-B) IN ACCORDANCE WITH CURRENT AMERICAN WOOD PROTECTION ASSOCIATION (AWPA) STANDARDS P5 AND SECTION U1 FOR RETENTION OF PRESERVATIVES AND SECTION T1, TABLE 12-SAWN PRODUCTS FOR PENETRATION OF PRESERVATIVE OR APPROVED EQUAL.</li> <li>G. ALL HARDWARE IN CONTACT W/ TREATED LUMBER SHALL BE HOT-DIP GALVANIZED CONFORMING TO ASTM A653, CLASS G185 WITH 1.85 OZ OF ZINC COATING PER SQUARE FOOT, MINIMUM. ALL FASTENERS SHALL BE HOT-DIP GALVANIZED CONFORMING TO ASTM A153. STAINLESS STEEL FASTENERS MAY BE EMPLOYED AT CONTRACTOR'S OPTION.</li> <li>H. PLACE 15 MIL. VAPOR BARRIER BETWEEN ANY WOOD IN CONTACT WITH BRICK OR CMU MASONRY</li> </ul>	<ul> <li>12. FRAMING LUMBER:</li> <li>A. SOUTHERN YELLOW PINE MINIMUM No.2 KILN DRIED.</li> <li>B. AT TIME OF FABRICATION, MC-19 (19% MOISTURE CONTENT).</li> <li>C. ALL WOOD FRAMING, FABRICATION, CONNECTIONS AND ERECTION SHALL CONFORM TO THE NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION BY THE AMERICAN FOREST AND PAPER ASSOCIATION WCD 1 "DETAILS FOR CONVENTIONAL WOOD FRAME CONSTRUCTION" BY THE AMERICAN FOREST AND PAPER ASSOCIATION, AND THE LATEST EDITION OF THE INTERNATIONAL BUILDING CODE, CHAPTER 23.</li> <li>D. JOIST WHICH FRAME INTO SUPPORTING BEAMS AT THE SAME ELEVATION SHALL BE CONNECTED WITH BA TOP FLANGE JOIST HANGERS. USE LSSU JOIST HANGERS AT RIDGE AND HIP LOCATIONS. USE HCP CONNECTORS AT ALL HIP BEARING LOCATIONS. USE HRC44 TYPICALLY AT RIDGE AND HIP INTERSECTIONS. USE CC &amp; ECC COLUMN CAPS AND ABU AND CBSQ COLUMN BASES AS REQ'D. ALL CONNECTORS AS MANUFACTURED BY SIMPSON STRONG-TIE CO., INC. OR AN APPROVED EQUAL. HANGERS/CONNECTORS SHALL BE SIZED FOR THE MEMBER SUPPORTED</li> </ul>
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MECHANICAL EQUIPMENT:

 MECHANICAL EQUIPMENT:

 PRIOR TO THE DETAILING OF ANY STRUCTURAL MATERIALS INVOLVED IN THE SUPPORT OF MECHANICAL EQUIPMENT, THE CONTRACTOR SHALL FURNISH TO THE ARCHITECT ALL INFORMATION RELATIVE TO LOADS, LOAD POINTS, DIMENSIONS, ETC. OF THE ACTUAL EQUIPMENT WHICH IS TO BE FURNISHED.
 ALL DETAILS AND MEMBER SIZES SHOWN ON THE STRUCTURAL DRAWINGS ARE TENTATIVE UNTIL SUCH TIME AS THIS INFORMATION IS REVIEWED BY THE ARCHITECT.
 LOCATION OF SUPPORT BEAMS MUST BE COORDINATED WITH MECHANICAL EQUIPMENT LOCATIONS.
 COORDINATION MUST BE MADE BY THE CONTRACTOR AT HIS EXPENSE TO FOLLOW THE ABOVE GUIDELINES.

 14. DESIGN LOADS AND OTHER PERTINENT DESIGN INFORMATION:

 A. BUILDING CODE: INTERNATIONAL BUILDING CODE 2021 / ASCE 7-16

 B. FLOOR LIVE LOAD

 1. 100 PSF

 C. ROOF LIVE LOAD

 1. 20 PSF

 D. ROOF SNOW LOAD

 1. GROUND SNOW LOAD (Pg): 7 PSF

 E. WIND LOAD

 1. GROUND SNOW LOAD (Pg): 7 PSF

 E. WIND SPEEDS: Vult = 137 MPH; Vasd = 106 MPH

 2. RISK CATEGORY: II

 3. WIND EXPOSURE CATEGORY: B

 4. INTERNAL PRESSURE CATEGORY: B

 4. INTERNAL PRESSURE CATEGORY: ADDING PRESSURES:

 COMPONENTS AND CLADDING PRESSURES (PSF)

 ZONE
 1

 2
 3

 4
 5

(FT<sup>2</sup>)

<u>≤10</u> <u>50</u> <u>200</u> 200 
 20
 48
 20
 -77
 20
 -89
 34
 -37
 3

 18
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 -67
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 -75
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 N ω 4 27 25 25 32 30 29 СЛ -42 -42 -38 -35 -32

≥1000 14 -28 14 -39 ERHANG 2 -91 -77 -71 -68 -68

![](_page_213_Figure_22.jpeg)

![](_page_213_Picture_23.jpeg)

![](_page_213_Picture_24.jpeg)

-REMOVE PREVIOUS INCORRECT MORTAR FROM WALL.

(4) DETAIL (\$1.0) 1" = 1'-0"

-REMOVE BROKEN BRICK AND RE-GROUT SOLID THIS WHOLE SECTION OF WALL.

![](_page_214_Figure_1.jpeg)

![](_page_215_Figure_1.jpeg)








NOTE: CONTRACTOR SHALL UPSIZE CONDUCTORS PER VOLTAGE DROP SCHEDULE ABOVE. 301 470' #6 AWG 171' -270 #6 AWG 161' - 250' 251' - 390' 391' - 620'

191' - 300'

#8 AWG

111' - 170'

#8 AWG

121' - 190'

#10 AWG

66' - 110'

#10 AWG

#10 AWG

#6 AWG

#8 AWG

120'

#12 AWG

6<u>5</u>

#12 AWG

160'

#12 AWG

277V CIRCUITS UP TO 16 AMPS	CIRCUITS 0 16 AMPS	120V CIRCUITS UP 120V TO 8 AMPS 9 AMPS 1	
SIZE DISTANCE CONDUCTOR SIZE	CONDUCTOR S	DISTANCE CONDUCTOR SIZE DISTANCE	
EDULE	DP SCH	VOLTAGE DR	
חטסרוואב שהאטב שבעוכב אווח הבשטואשאוו שהסטואש		INTO EMERGENCY PANEL	
HOSPITAL GRADE DEVICE WITH REDIINDANT GROUND	I	COMBINATION CARBON MONOXIDE AND SMOKE ALARM, 120V, WITH BATTERY BACK-UP. TIE	
GROUND FAULT PROTECTED DEVICE EXISTING TO REMAIN	E GFI	A-27 CONDUIT, ABSENCE OF SLASHES IS (2) #12. SIZE CONDUIT PER N.E.C. A SEPARATE EQUIPMENT GROUND IS REQUIRED BUT IT IS NOT DENOTED WITH A SLASH. #10 DENOTES AN INCREASE IN THE WIRE SIZE.	
COUNTERTOP HEIGHT	CT	#10 CONDUIT AND WIRE CONCEALED IN WALL OR ABOVE CEILING. THE ARROW INDICATES A	₹ ×
		MOTOR DRIVE.	3) (
UNDER COUNTER REFRIGERATOR WEATHERPROOF		MOTOR, SIZE AS NOTED, "F" DENOTES FRACTIONAL HP TYPE EXHAUST FAN.	(F) (#)
ABOVE FINISHED FLOOR OR GRADE	A.F.F.	PANELBOARD. SURFACE OR RECESSED AS SHOWN	
ARC FAULT PROTECTED DEVICE		I FUSIBLE SAFETY SWITCH. SIZE NOTED (FRAME/V/POLES/FUSE)	2 0
POWER DEVICE MODIFIERS		JUNCTION BOX WITH COVERPLATE	- C
FIRE FIGHTER'S TELEPHONE		PLUGMOLD - LENGTH AS INDICATED ON DRAWINGS	
FIRE ALARM MONITOR MODULE	MM	POWER OUTLET IN PVC FLOOR BOX FLUSH MOUNTED IN THE CONCRETE SLAB	
FIRE ALARM DOOR HOLDER		DUPLEX RECEPTACLE WITH SAME SPECS AS ABOVE MOUNTED FLUSH TO CEILING	•
FIRE RELAY	R	SPECIAL RECEPTACLE, SEE SPECIFIC NOTES FOR VOLTAGE AND CONFIGURATION	۲
FIRE ALARM CONTROL MODULE	CM	QUADRUPLEX RECEPTACLE WITH SAME SPECS AS ABOVE.	₽
TAMPER SWITCH	TS	DUPLEX RECEPTACLE WITH SAME SPECS AS ABOVE WITH 2 USB OUTLETS	-@
FLOW SWITCH	WF	DUPLEX RECEPTACLE WITH SAME SPECS AS ABOVE WITH INTERNAL GROUND FAULT CIRCUIT INTERRUPTER AND A WEATHERPROOF COVER.	Med
DUCT SMOKE DETECTOR	0 6	DUPLEX RECEPTACLE WITH SAME SPECS AS ABOVE WITH A SEPARATE ISOLATED GROUND	
SMOKE DETECTOR		INTERRUPTER. DUPLEX RECEPTACLE WITH SAME SPECS AS ABOVE FOR A DEDICATED CIRCUIT.	• =
		CENTERLINE OR AS NOTED.           DUPLEX RECEPTACLE WITH SAME SPECS AS ABOVE WITH INTERNAL GROUND FAULT CIRCUIT	• =
REMOTE ANNUNCIATOR PANEL	ANN	POWER FLUSH WALL MOUNTED DUPLEX RECEPTACLE, 20A, 120V, MOUNTED AT 18" A.F.F. TO	Ð
FIRE ALARM CONTROL PANEL	FACP	MOTOR RATED SWITCH WITH THERMAL OVERLOAD	Z
WALL(BOX) AND CEILING(HEX) MOUNTED FIRE ALARM SPEAKER /VISUAL SIGNAL UNIT		SWITCH WITH DIMMING (0-10V)	0
WALL(BOX) AND CEILING(HEX) MOUNTED FIRE ALARM VISUAL SIGNAL UNIT	FX (FX	FOUR WAY SWITCH - PROVIDE TRAVELER WIRES	4
WALL(BOX) AND CEILING(HEX) MOUNTED FIRE ALARM AUDIBLE HORN/VISUAL SIGNAL UNIT	F F	THREE WAY SWITCH - PROVIDE TRAVELER WIRES	з
FIRE ALARM HORN	Ξ	1 DIMMER OCCUPANCY SENSOR SWITCH - 0-10V DIMMER, DUAL TECH. TYPE (PIR & ULTRASONIC)	DM
FIRE ALARM PULL STATION		SWITCH MODIFIERS	
FIRE ALARM		PHOTOCELL INDOOR - CEILING MOUNT	ල
PANIC BUTTON	PB	PHOTOCELL OUTDOOR - MOUNTED ABOVE THE ROOF LINE AND FACING THE NORTHERN SKY	PC
CAMERA	0	OCCUPANCY SENSOR - WALL MOUNT - DUAL TECH. TYPE (PIR & ULTRASONIC)	♦
MAGNETIC LOCK	ML P	OCCUPANCY SENSOR - CEILING MOUNT - DUAL TECH. TYPE (PIR & ULTRASONIC)	8
WEATHERPROOF HORN		FLUSH MOUNTED WALL SWITCH WITH STAINLESS STEEL DEVICE PLATE, SINGLE POLE, 20A, 120/277V, SATIN FINISH, MOUNTED AT 48" A.F.F. TO CENTERLINE OR AS NOTED.	\$
SIREN	S (	SWITCHES	
SINGLE FACE CLOCK WITH INTEGRAL INTERCOM SPEAKER	H G	EMERGENCY LIGHT - FIXTURE TO BE PROVIDED WITH EMERGENCY BATTERY	m
SINGLE FACE CLOCK	5	NIGHT LIGHT - FIXTURE TO REMAIN ON WHEN OTHER FIXTURES WITH IN THE SPACE ARE OFF	
INTERCOM STATION			1
MICROPHONE	3 3	NOT INDICATE DIRECTION OF EXIT - BATTERY OR EM. GEN.	Ð
ALARM PANEL KEYPAD	AK	CEILING MOUNTED EXIT SIGN - SHADED AREAS INDICATE FACES - WHEN SHOWN ARROWS INDICATE DIRECTION OF EXIT - BATTERY OR EM. GEN.           WALL MOUNTED EXIT SIGN - SHADED AREAS INDICATE FACES - WHEN SHOWN ARROWS	
STROBE	9	WALL MOUNTED EMERGENCY FIXTURE	
WIRELESS ACCESS POINT	AP	WALL MOUNTED EXTERIOR WALL PACK	D
CARD READER ENTRANCE PAD	CR	TRACK LIGHTING	
CEILING AND WITH BUSHING INSTALLED.		LINEAR PENDANI	•
TELEVISION OUTLET - VERIFY MOUNTING OUTLET AND ADJACENT RECEPTACLE MOUNTING HEIGHT WITH ARCHITECT PRIOR TO ROUGH IN. 1" CONDUIT. WITH PULL STRING STUBBED ABOVE		PENDANT FIXTURE	
DATA OUTLET MOUNTED FLUSH TO CEILING			ŀ
STRING, STUBBED ABOVE CEILING AND WITH BUSHING INSTALLED DATA OUTLET IN PVC FLOOR BOX FLUSH MOUNTED IN THE CONCRETE SLAB		SURFACE OR RECESSED FIXTURE (TYPE DETERMINES MOUNTING)	П
WITH BUSHING INSTALLED. TELEPHONE OUTLET, WALL MOUNTED 18" A.F.F. OR AS NOTED, WITH 3/4" CONDUIT, WITH PULL		SURFACE OR RECESSED DOWNLIGHT WITH A WALWASH TRIM (TYPE DETERMINES MOUNTING)	•
DATA OUTLET, WALL MOUNTED 18" A.F.F. OR AS NOTED, WITH TWO PORTS UNLESS SUBSCRIPT INDICATES OTHERWISE, WITH 1" CONDUIT, WITH PULL STRING STUBBED. ABOVE CEILING AND	Δ	SURFACE OR RECESSED DOWN LIGHT (TYPE DETERMINES MOUNTING)	
COMBINATION OUTLET, WALL MOUNTED 18" A.F.F. OR AS NOTED, WITH 3/4" CONDUIT, WITH PULL STRING, STUBBED ABOVE CEILING AND BUSHING INSTALLED.	Δ	SURFACE, SUSPENDED OR RECESSED (TYPE DETERMINES MOUNTING)	$\square$
TELEPHONE / DATA / TELEVISION		LIGHTING	
DESCRIPTION	SYMBOL		SYMBOL
ZD		ELECTRIC	

# GENERAL ELECTRICAL NOTES:

ALL WORK SHALL CONFORM TO THE 2020 EDITION OF THE NATIONAL ELECTRICAL CODE AND ALL LOCAL, STATE AND NATIONAL CODES AI

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- ω Ņ CONTRACTOR SHALL VISIT THE SITE PRIOR TO BIDDING TO VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS. NO EXTRAS WILL BE ALLO
- 4 ALL ELECTRICAL LOCATIONS SHOWN ON THESE DRAWINGS ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY ALL INSTALLATIONS A
- CONTRACTOR SHALL APPLY FOR AND PAY ALL NECESSARY PERMIT FEES.
- 6. ы CONTRACTOR SHALL VERIFY THE ELECTRICAL REQUIREMENTS FOR ALL MECHANICAL EQUIPMENT WITH THE EQUIPMENT SUPPLIER. BREA MECHANICAL DRAWING FOR DETAILS, DIMENSIONS AND EXACT LOCATIONS OF EQUIPMENT. CONTRACTOR SHALL COORDINATE THE INSTALLATION OF THE UTILITIES WITH THE RESPECTIVE LOCAL UTILITY COMPANIES AND VERIFY TH
- CONTRACTOR SHALL VERIFY THE ELECTRICAL REQUIREMENTS FOR ALL OWNER PROVIDED OR PROJECT SPECIFIC EQUIPMENT WITH EQUIP (ADJACENT, SURROUNDING,) DISCIPLINES. BREAKER, DISCONNECT, JUNCTION BOXES, AND/OR RECEPTACLES SIZES SHALL MATCH THE AC SPECIFICATIONS FOR DETAILS, DIMENSIONS AND EXACT LOCATIONS OF EQUIPMENT.

7.

- œ. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL VOLTAGE DROP LOST IN CONDUCTORS. VOLTAGE DROP SHALL NOT EXCEED 3%
- 9. PENETRATIONS THROUGH FIRE/SMOKE RATED CONSTRUCTION SHALL BE SEALED WITH A MATERIAL CAPABLE OF PREVENTING THE PASS/ FOR FIRE RATED WALLS.
- 10. ALL ELECTRICAL SYSTEMS, EQUIPMENTS AND COMPONENTS SHALL BE LOCATED AT OR ABOVE THE BASE FLOOD ELEVATION OR GRADE E INTERNATIONAL BUILDING CODE ART. 110.21, 2735(B).
- **11**. CONTRACTOR SHALL BE RESPONSIBLE FOR PAINTING ALL EXPOSED EXTERIOR ELECTRICAL DEVICES INCLUDING, BUT NOT LIMITED TO, CO ARCHITECT.
- 12. CONTRACTOR SHALL USE METAL RACEWAYS AND BOXES FOR OUTLET LOCATIONS. ALL RACEWAYS AND BOXES THAT CANNOT BE RECESS OR TAPED SUPPORTS ARE NOTE ACCEPTABLE.
- 3 POWER OUTAGES SHALL BE COORDINATED WITH THE OWNER AT A TIME THAT IS CONVENIENT TO THEIR SCHEDULE . DOWNTIME SHALL BE INSTALLATIONS WITH THE ARCHITECT AND THE OWNER'S CONSTRUCTION MANAGER REGARDING THE PHASING OF THE PROJECT.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL SYSTEM INCLUDING BUT NOT LIMITED TO FIRE ALARM, CATV, COMPUT PRIOR TO BID. EXISTING SPECIAL SYSTEMS CABLES SHALL NOT BE CUT UNDER ANY CIRCUMSTANCE WITHOUT WRITTEN CONSENT FROM TH CONTRACTOR TO REPAIR ANY DAMAGE DONE TO THE INTEGRITY OF THESE SYSTEMS. SEE SPECIFICATIONS FOR MORE DETAILS.

14

# **GENERAL LIGHTING NOTES:**

VERIFY EXACT LOCATION OF ALL SWITCHES AND DIMMERS WITH THE OWNER OR ARCHITECT PRIOR TO INSTALLATION.

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- <u>?</u> VERIFY EXACT MOUNTING LOCATION OF EMERGENCY FIXTURES WITH ARCHITECT PRIOR TO INSTALLATION.
- ယ ALL EMERGENCY, EXIT LIGHTS, EMERGENCY BATTERY PACKS AND NIGHT LIGHTS SHALL BE POWERED BY THE NEAREST UN-SWITCHED LIGHTING CIRCUIT IN THE ROOM, UNLESS NOTED OTHERWISE.
- CONTRACTOR SHALL PROVIDE TWO (2) ADDITIONAL #18 AWG WIRES TO <u>ALL</u> LIGHT FIXTURES WHETHER OR NOT LOW VOLTAGE DIMMER INDICATED.
- CONTRACTOR SHALL COORDINATE THE INSTALLATION OF THE LIGHT FIXTURES WITH THE STRUCTURAL AND ARCHITECTURAL REFLECTED CEILING, ELEVATION, AND SECTION PLANS.

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- 6. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL EXISTING LIGHT FIXTURES AND SWITCHES IN TENANT SPACE. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO BID. SEE ARCHITECTURAL PLANS AND GENERAL ELECTRICAL DEMOLITION NOTES ON SHEET E0.00.
- BRANCH CIRCUITS SHALL BE ROUTED TO BREAKERS IN EXISTING PANELS. PROVIDE NEW BREAKER AND ASSEMBLY KIT AS NECESSARY.
- SEE GENERAL ELECTRICAL NOTES ON SHEET E000.

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7.

## GENERAL POWE

ALL DEVICES WITH DEDICATED CIRC ARCHITECTURAL DRAWINGS FOR AF EQUIPMENT NAMES.

<del>. `</del>

CONTRACTOR SHALL VERIFY ALL DA

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- ω THE CONTRACTOR SHALL BE RESPO DISCONNECTS. PRIOR TO ORDERING MEET NEC CODE REQUIREMENTS FO
- BRANCH CIRCUITS SHALL BE ROUTI NECESSARY. SEE GENERAL ELECTRICAL NOTES

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ND STANDARDS.
WED FOR CONDITIONS THAT A SITE VISIT SHOULD HAVE REVEALED. AND THE ARCHITECTURAL DRAWINGS.
IE AVAILABILITY OF THE SERVICE INDICATED ANY SERVICE CHARGES SHALL BE PAID BY THE CONTRACTOR. AKER AND DISCONNECT SIZES SHALL MATCH THE ACTUAL REQUIREMENTS OF THE EQUIPMENT PROVIDED. REFERENCE
MENT SPECIFICATIONS AND REQUIREMENTS. INSTALLATION SHALL BE INTEGRATED WITH THE CONSTRUCTION OF THE CTUAL REQUIREMENTS OF THE EQUIPMENT PROVIDED. REFERENCE ARCHITECTURAL DRAWINGS AND EQUIPMENT
& LOSS ON ANY FEEDER OR BRANCH CIRCUIT.
AGE OF FLAMES AND HOT GASES WHEN TESTED IN ACCORDANCE WITH ASTM-E814. REFERENCE ARCHITECTURAL DRAWINGS ELEVATION, WHICHEVER IS HIGHER, AS PER IBC 2021 ART. 1621.1, LOCAL AUTHORITY'S HAVING JURISDICTION TO THE
NDUITS AND JUNCTION BOXES. PAINT SHALL MATCH WITH THE SURROUNDING AREA. VERIFY EXACT COLOR WITH THE
ED IN THE WALL SHALL BE APPROVED BY THE ARCHITECT AND SHALL BE SUPPORTED WITH SCREW/ANCHOR FASTENERS. GLUE
KEPT TO A MINIMUM. THIS MAY REQUIRE WORKING AFTER HOURS AND/OR WEEKENDS. CONTRACTOR SHALL COORDINATE
TER, TELEPHONE,SECURITY, AND CAMERA SYSTEMS. CONTRACTOR SHALL VISIT THE SITE TO INSPECT EXISTING CONDITIONS HE OWNER. ALL OF THESE SYSTEMS ARE IN PROPER WORKING ORDER AND IT WILL BE THE RESPONSIBILITY OF THE
ER NOTES:
CUITS ARE SPECIFIC TO A PIECE OF EQUIPMENT. CONTRACTOR SHALL VERIFY PPROXIMATE LOCATIONS OF EQUIPMENT. SEE PANEL SCHEDULES FOR DEVICE OR
ATA, TV, RECEPTACLE, ETC. OUTLET LOCATIONS WITH THE OWNER OR ARCHITECT PRIOR TO
DNSIBLE FOR VERIFYING THE MOUNTING LOCATIONS OF ALL ELECTRICAL PANELS AND ) THE EQUIPMENT. MOUNTING LOCATIONS SHALL HAVE ADEQUATE MOUNTING SPACE TO )R WORKING SPACE CLEARANCES.
ED TO BREAKERS IN EXISTING PANELS. PROVIDE NEW BREAKER AND ASSEMBLY KIT AS
ON SHEET E000.



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Schedule,

Electrical L

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Camp Salmen Historic Lodge Restoration 22-127







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	41	39	37	35	33	31	29	27	25	23	21	19	17	15	13	11	9	7	5	з		СКТ	
																			EXTERIOR GFCI	EXTERIOR LIGHT	<b>ROOM 1 RECEPTAC</b>	Circuit Descript	

## BASIC ELECTRICAL REQUIREMENTS

### PART 1 - GENERAL RELATED DOCUMENTS

All drawings and ger of the contract, and other Div sion 1 Specifications, apply to this section

and is not

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limits of work or liability. The follov

ving sections

apply to this project:

ation of Speci is for

Basic Electrical Requirements Basic Electrical Materials and Methods Panelboards Lighting Fixtures Lighting Control

PTION OF WORK

Furnish all labor, tools, materials, fixtures, equipment, accessories, transportation, etc., required for a complete electrical lighting and power systems, complete with necessary auxiliaries as indicated on the drawings and specifications. Also included in the work is the power wiring for connection of items indicated on the architectural plans, as well as power wiring for the equipment specified in DIVISION 22 - PLUMBING and DIVISION 23 MECHANICAL.

### NGS AND SPECIFICATIONS

The drawings showing the layout of electrical work indicate the approximate location of transformers, switchboards, panelboards, disconnects, outlets, and conduit routing. The contractor shall refer to architectural, structural, and mechanical drawings as well as equipment manufacturer's shop drawings and rough-in drawings, and adjust work accordingly to provide a coordinated installation. All adjustments and minor deviations necessary shall be made without additional cost to the owner. It shall be the electrical contractor's responsibility to see that all equipment such as pull boxes, junction boxes, panelboards, and other apparatus, that may require maintenance from time to time, are made accessible. Any condition that may occur during construction which conflicts with accessibility to the proposed installation of the electrical equipment, shall be brought to the Architect's attention prior to the point at which a change in location would require additional cost and delays to construction. The contractor shall fire alarm devices as near as possible to the locations indicated on the drawings but shall move them as necessary to avoid conflicts with existing equipment and to be located sufficiently away from heat producing objects.

Smoke detectors, heat detectors, and visual devices shall be located in accordance with NFPA 72 including that the ma contractor shall plan for contingencies to include providing additional smoke, heat, and visual devices if necessary. um distance between smoke detectors is 30' and the may ce from a wall is 15'. The

The drawings and specifi ns are co tary and what is shown and/or . called for on one shall be furnished and installed the same as if shown and/or called for on the other.

Where the Co actor is not certain about the met od of ins ttion, he shall ask the Architect for further ins details. Lack of details, not req sted, will not be an excuse for

### AWS, CODES, AND PERMITS

The latest accepted edition of the National Electrical Code (NFPA 70), National Fire Alarm Code (NFPA 72), and all State, Parish, City, and local building codes shall be considered a part of these articles will not be repeated herein. These codes establish the minimum acceptable criteria where more stringent requirements have not been defined in these specifications and/or drawings. and pertinent

The Contractor shall apply for all permits and pay all fees incidental to completing the electrical work. This Contractor shall give notice to the proper authorities in ample time for the work to be inspected and approved as it progresses, and no work shall be concealed until inspected and approved by authorized inspectors. If the plans or these specifications in any way conflict with the Code, State or Local Rules, these latter are to be followed, without expense to the Owner, but the Architect shall be notified of this condition and approval secured before changes are made.

Upon n and before ac ce of work, a certi ate of app al from the app ate regu itory ag icy shall be fu ed to the Arc

The contractor shall assure that he does not install ele No work shall be cor ealed until app ed by the local ins ctor. Local ns shall be adhered to.

ctrical equ

ent including raceways in or through

icted by the

Prior to submitting quotation to additional compensation will b necessary. for electrical work, Contractor shall visit and examine the job site with all authorities be allowed for failure to be so informed. Where existing equipment including racew s concerned in order to become familiar with all existing conditions pertinent to the work to be performed thereon. No ways and wiring is in conflict with work of this project, the contractor shall rework/reroute/relocate this equipment as

EMPORARY POWER

The Contractor shall be sub-contractors. đ rary light and to the site of the OSHA and var Snol

### VICE INTERRUPTIONS

Services to the buildings shall be kept in operation at all times during construction. If a situation occurs that the service needs to be interrupted, the Contractor shall the outage at a time that is convenient to the occupants. It shall be understood that this outage may have to be scheduled after regular working hours or on the wee cover the cost of any overtime work. This shall come at no additional cost to the Owner after the bid date. be for contacting the proper authorities to schedule nees shall be added to the Contractors bid to

### RANTY

The contractor shall guarantee all labor no additional cost to the Owner. and als for a period of twelve (12) months from the date of final ≧ shall come at

MATERIALS ART 2 - PRODUCTS

Equipment and materials shall be new and shall be listed by Underwriters Laboratories for the purpose for which they on the drawings and specifications can be made as long as they are approved as acceptable by the Architect.

All terr ation lugs shall be rated 75 degree C and shall be com tible with the nu ber and size of wires to be

are

### UBSTITUTIONS

Names of manufacturers or catalog numbers are mentioned herein in order to establish a standard as to design quality. Other products similar in design and of equal quality may be used if submitted to the architect and found acceptable by him. Refer to the general conditions for additional information. When the contractor elects to use an acceptable alternate manufacturer's equipment, the contractor shall be responsible to coordinate the change with all trades affected and pay for any additional work required under this or any other division affected by the substitution.

### IITTALS

Within thirty days of the award of the contract, the Contractor shall be responsible for submitting six (6) copies of submittals containing catalog cuts and performance data for all material and equipment proposed for use. These submittals shall be reviewed by the Architect for general compliance to the contract documents. The Architect's review of these submittals in no way modifies the contract or relieves the Contractor from compliance with the contract unless a difference is clearly stated in the submission and specific acceptance is given by the Architect as a change to the contract.

Submittals shall be identified with the project name and the of division 16 shall be submitted in one package. and have the ig that he has ed the nd it to

Submittals that do not comply with the above will be retu rned, without review, for res ission

All shop drawings must be reved before the vai facto start fabri

### PART 3 - EXECUTION

NSTALLATION

Ask for details wh

AS-BUILT DRAWINGS & OPERATING INSTRUCTIONS

The Contractor shall be responsible for providing As-Built drawings to the Architect at the completion of the project. manner, to show any significant changes made during construction. Unless noted otherwise in the contract docume for all reproduction costs. Final payment shall be withheld until these drawings are accepted by the Architect. The Contracto shall make a reprodu or shall provide one It of the original contract a al copy of these drawings st drawings, and in a neat and unde gs to the Architect. The Contractor pay

The Contractor shall furr ish two bound sets of any op gu ins and als to the Ar of the

### JTTING AND PATCHING

The Contractor shall be responsible for all cutting and patching that is required to complete the installation of the General Conditions. Structural members shall not be cut or modified without the approval of the architect. ₽ work shall be s of the

### The Co

ctor shall be res đ all sɓu left This

### XCAVATING AND BACKFILLING

The Contractor shall be responsible for all exca Division 312000 - Earthwork. ating and backfilling required to complete the of the ele ≧

ating and backfilling shall comply with

## It shall be the Contractor's res at no expense to the Owner. ibility to lo ng and Care by the Con

INTING

### No pai

inting shall be 16

EXISTING EQUIPMENT

ied. . Any exis <u>o</u>

# The Contractor shall be responsible for the removal and reinstallation of any electrical equipment, such as light fixtures, that shall be reu the Owner. Any material that the Owner does not wish to keep shall be removed from the site by the Contractor.

When existing electrical

### such as out are /ice shall be taken keep the integrity of

END OF SECTION

PART 1 - GENERAL

IMMARY

This Section incl

s the following:

BASIC ELECTRICAL MATERIALS AND METHODS

- Wires, cables, and connections Wiring devices Grounding Safety Switches and fuses Supporting devices for electrical of Equipment for utility company's e

### TY ASSURANCE

Electrical Components, Devices, and Accessories sha Devices for Utility Company Electricity Metering shall Comply with NFPA 70. ories shall be listed a comply with and labeled as defined in NFPA 70,

### INATION

ate chases, slots ngs for

Sequence, coord ate electrical service connections to components furn ate, and integrate ing ele and equ ent for of the 8

Coordinate installation and connection of exterior underground and overhead utilities and ser ned by utility compa ces, includir

Coordinate location of access panels and doors for electrical tems that are conce led by finished

### Where electrical ider ices are applied to field-fir

hed su 9

### RT 2 - PRODUCTS

ACEWAYS

EMT: Electrical FMC: Flexible r metal duit;

ANSI C80.3, z

IMC: Inte letal conduit; ANSI C80.6, zii

LFMC: Liquidtight flexible metal conduit; zinc

RMC: Rigid metal conduit; galvan RNC: Rigid nonmetallic conduit; N IC: Rigid metal conduit; galvanized rigid steel; ANSI C80.1. C: Rigid nonmetallic conduit; NEMA TC 2, Schedule 40 or 80 PVC, with ceway Fittings: Specifically designed for raceway type with which used. NEMA TC3 fittings

, CABLES, AND CONNECTIONS

All conductors shall have 600V insulation type THHN/THWN Conductors, No. 10 AWG and Smaller: Solid or stranded copper. Conductors, Larger Than No. 10 AWG: Stranded copper. No wire shall be smaller than #12 awg unless noted otherwise. All conductors shall be copper.

Nire Connectors and Splices: Units of size, ampacity rating, material, type, lation: Thermoplastic, rated 600 V, 90 deg C minimum, Type THW, THHN-THWN, , and class : l, or USE depei suitable for se service indicated ing on

### DEVICES

thes shall be 20A, 277V, AC type

signed for quiet

les shall be 20A/2 pole, 3-wire, 125V, grou ding type.

evices shall be specification grade F evice plates shall be brushed stainle ation grade Hubbell, Leviton, or equal.

iless steel with ma atching cour

bbell Bell model #MG5881-0 in use covers or approved equal in areas tible to beating r rain

tall Hubbell Bell model #MG1050-0 weath nerproof cover plates or appr equal in all areas that are

with the Architect for ering dev

ang plates are gro

oxes and fittings shall comply with article 370 of the NEC. Particular attention shall be paid to nd junction boxes regardless of the number of conductors shown on the plans at the outlets.

The grounding system shall be in acc with N.E.C. Article 250

ided in all conduit.

### A grounding conductor shall be prov

ETY SWITCHES AND FUSES

Safety switches shall be of the quick NEMA 1 enclosures indoors, unless ( vide a complete set of dual -make, quick-break, heavy otherwise noted. class RK-1 fuses of -duty the the 20% set for ch is in the "ON" every rating

### RTING DEVICES

All fuses shall have a mi

ng rating of 200,000 A.

al: Cold-formed steel, with cor

## resistant coating.

tems for Use Outdoors or in Damp Locations: Hot-dip galva

eel Channel: Flange edges turned toward web,

web, and 9/16-inch-inded by the manufa

el Fittings and Acc ies: Rec er for r use with the type a and : Nith

and Cable Su nd Cable Supports: Manufactured clevis hangers, rise ss: ASTM A 53, Type E, Grade A, Schedule 40, galva orts: Mar clevis har riser , straps, thr aded C-cla

d steel, plain ends.

ports for Vertical Conduit: Factory-fabricated assembly consi equired to suit individual risers. Body constructed of malleable isting of threaded body and insulating we ⊷iron casting with hot-dip galvanized finish

n Anchors: Carbon

gle Bolts: All-steel ead type.

## IENT FOR UTILITY COMPANY'S ELECTRICITY METERING

omply with requir 오 ð

### **NRT 3 - EXECUTION**

ECTRICAL EQUIPMENT INSTALLATION

Headroom Mainten lf moi are not indic and

SUBMITTALS

SUMMARY

Materials and Compo ents: Install level and allel and p to other build bug

ent: Install to facilitate

Right of Way: Give to and at

### EWAY APPLICATION

- or Installations: Exposed: RMC. Concealed: RNC. Underground, Single Run: RNC. Underground, Grouped: RNC. Connection to Vibrating Equipment: LFMC. Boxes and Enclosures: NEMA 250, Type 3R or Ty

- Instaliauons: Exposed: EMT except in wet or damp locations, use IMC. Concealed in Walls or Ceilings: EMT. In Concrete Slab: RNC. Below Slab on Grade or in Crawlspace: RNC. Connection to Vibrating Equipment: FMC; except in wet or damp locations: Boxes and Enclosures: NEMA 250, Type 1, unless otherwise indicated.

: LFMC.

RACEWAY AND CABLE INSTALLATION Conceal raceways and cables, unless otherwise indicated, within finished walls, ceilings, and floors Exposed conduits shall be installed with runs arranged perpendicular to walls and ceilings.

Keep Insta	legs of raceway bends in the same plane and keep straight legs of offsets parallel. Il pull wires in empty raceways. Leave at least 12 inches of slack at each end of pull wires. ect motors and equipment subject to vibration, noise transmission, or movement with a maximum of 72-inches flexible conduit. Install LFMC in wet or damp locations. Install separate ground conductor across flexible
conn Set fl Unles	ections. oor boxes level and trim after installation to fit flush to finished floor surface. ss a larger size is indicated. racewavs. troughs. and iunction boxes shall be sized in accordance with the fill requirements of the NEC.
Plast WIRING ME	ic conduit - PVC, schedule 40, may be used when encased in concrete or installed minimum of 24 inches into the earth. Rigid metal conduit must be used to turn up through concrete slab. THODS FOR POWER, LIGHTING, AND CONTROL CIRCUITS
Appli Expo	cation: Use wiring methods specified below to the extent permitted by applicable codes as interpreted by authorities having jurisdiction. sed Feeders: Insulated single conductors in raceway
Conc	ealed Feeders in Ceilings, Walls, and Gypsum Board Partitions: Insulated single conductors in raceway. ealed Feeders in Concrete: Insulated single conductors in raceway.
Expo	sed Branch Circuits: Insulated single conductors in raceway. ealed Branch Circuits in Ceilings, Walls, and Gypsum Board Partitions: Insulated single conductors in raceway.
Conc Unde	ealed Branch Circuits: Insulated single conductors in raceway. rground Feeders and Branch Circuits: Insulated single conductors in raceway.
Rem Not A	ste-Control Signaling and Power-Limited Circuits, Classes 1, 2, and 3: Insulated conductors in raceway unless otherwise indicated. Nowed: NM for branch circuits.
MIRING INS	strang will be anowed for to maps to light induces. In the anomalian many many the many of the conductors is a second of the conduct of the c
Syste ELECTRIC/	m is complete. Ideal "Yellow //" or other approved pulling lubricant snail be used.
Damı Dry L	o Locations and Outdoors: Hot-dip galvanized materials or nonmetallic, slotted channel system components. ocations: Steel materials.
Strer	igth of Supports: Adequate to carry present and future loads, times a safety factor of at least four with, 200-lb minimum design load for each support element.
SUPPORT I Supp Size	<b>NSTALLATION</b> ort parallel runs of horizontal raceways together on trapeze- or bracket-type hangers. supports for multiple raceway or cable runs so capacity can be increased by a 25 percent minimum in the future.
Supp racev Instal fire-ra	ort individual horizontal single raceways with separate, malleable-iron pipe hangers or clamps except use spring-steel fasteners for 1-1/2-inch and smaller single raceways above suspended ceilings and for fastening vays to slotted channel and angle supports. I sleeves for cable and raceway penetrations of concrete slabs and walls unless core-drilled holes are used. Install sleeves for cable and raceway penetrations of masonry and fire-rated gypsum walls and of all other ated floor and wall assemblies. Install sleeves for cable and raceway penetrations of masonry and fire-rated gypsum walls and of all other ated floor and wall assemblies.
Secu	re electrical items and their supports to building structure, using the following methods unless other fastening methods are indicated: Wood: Wood screws or screw-type nails.
ע ט 4 ט א	Gypsum Board: Toggle bolts. Seal around sleeves with joint compound, both sides of wall. Masonry: Toggle bolts on hollow block and expansion bolts on solid block. Seal around sleeves with mortar, both sides of wall. New Concrete: Concrete inserts with machine screws and bolts. Existing Concrete: Expansion bolts.
9.8.7	Light Steel Framing: Sheet metal screws. Fasteners for Damp, Wet, or Weather-Exposed Locations: Stainless steel. Light Steel: Sheet-metal screws.
10. DENTIFICA	Fasteners: Select so load applied to each fastener does not exceed 25 percent of its proof-test load. TION MATERIALS AND DEVICES
Instal Coor desiç Instal	I at locations for most convenient viewing without interference with operation and maintenance of equipment. dinate names, abbreviations, colors, and other designations used for electrical identification with corresponding designations indicated in the Contract Documents or required by codes and standards. Use consistent nations throughout Project.
ELECTRICI Instal	TY-METERING EQUIPMENT I utility company metering equipment according to utility company's written requirements. Provide grounding and empty conduits as required by utility company.
-IRESTOPF Pene	ING trations through rated construction shall be sealed with a material capable of preventing the passage of flames and hot gases when tested in accordance with ASTM-EB14.
a) Not a) Pro	fy the Architect for inspection of all completed fire and/or smoke barrier walls before any construction is installed that would conceal construction and prevent a proper inspection. Access to random selected areas may be required by the Architect at the time of final inspection if this notification is not given.
<b>NOUNTING</b> Unles	HEIGHTS as otherwise noted on the drawinds or required by the Architect, the following mounting heights shall apply. Unless noted otherwise, mounting heights are to the centerline of the device;
≤ Ω Ω <del>.</del>	Receptacles 18" above floor Toggle Switches 48" above floor Panelboards 72" to top
6. Mour	Data Outlets       18" above floor         Meter Can       60"-72" to centerline         tring heights may be adjusted in masonry applications to simplify installation where approved by the Architect.
end of se Panelbo	CTION
PART 1 -	GENERAL
SUMMAR	
SUBMITT,	ction includes distribution and branch-circuit panelboards. ALS
Product perform Shop D 1. Di	<ul> <li>Data: For each type of panelboard, overcurrent protective device, accessory, and component indicated. Include dimensions and manufacturers' technical data on features, ance, electrical characteristics, ratings, and finishes.</li> <li>rawings: For each panelboard, including the following:</li> <li>mensioned plans, elevations, sections, and details. Show tabulations of installed devices, equipment features, and ratings. Include the following data:</li> <li>a. Enclosure types and details for types other than NEMA 250, Type 1.</li> <li>b. Bus configuration, and current, and voltage ratings.</li> <li>c. Short-circuit current rating of panelboards and overcurrent protective devices.</li> <li>d. Features, characteristics, ratings, and factory settings of individual overcurrent protective devices.</li> </ul>
Pan Ope	elboard Schedules: For installation in panelboards. Submit final versions after load balancing. ration and maintenance data.
QUALITY Electrics intended Comply	ASSURANCE al Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for d use. with NEMA PB 1.
	2783 LAPALCO BLVD. (504) 875-2121 HARVEY, LA 70058 PROJECT No. 2031
	HARVEY, LA JUUDB PROJECT NO. 2031





### PART 2 - PRODUCTS

MANUFACTURERS Available Manufacturers: Subject to comp t may be ated into the Work

- Eaton Corp.; Cutler-Hammer Products Siemens Energy & Automation, Inc.
- <u>+</u> α ν <del>-</del>
- Square D Co. General Electric Company, Inc.

FABRICATION AND FEATURES

Enclosures: 1.

- wi
- Flush- and surface-mounted cabinets. NEMA PB 1, Type 1, suito Outdoor Locations: NEMA 250, Type 3R. Other Wet or Damp Indoor Locations: NEMA 250, Type 4. Hazardous Areas Indicated on Drawings: NEMA 250, Type 7C.
- Front: Secured to box with concealed trim clamps. For surface-mounted fronts, match box din ns; for overlap box

iish: Mani er's standard er nel finish

Directory Card: A clear plastic directory holder shall be mounted inside panelboard door.

Bus: Hard-drawn copper, 98 percent conductivity.

ent Ground Bus: Adequ ate for feeder and branch-circuit eq nt gr ed to box

Panelboard Short-Circuit Rating: Fully rated to interrupt symmetrical short-circuit current available at terr

Panelboards with Main Service Disconnect: Listed for use as service equipment.

Feed-through Lugs: Locate at opposite end of bus from incoming lugs or main dev ces for Future Devices: Mounting brackets, bus connections, and neo ssary app Гe ed for

LIGHTING AND APPLIANCE BRANCH-CIRCUIT PANELBOARDS

anch Overcurrent Protective Devices: Bolt-on circuit breakers, repla aceable without distu ng adjac

Doors: Front mounted with concealed hinges; secured with flush latch with tumbler lock; keyed alike

DISTRIBUTION PANELBOARDS

Doors: Front mounted, and secured with vault-type latch with tumbler lock; keyed alike

Branch overcurrent protective devices shall be one of the following:

<u>^</u> י Bolt-on circuit breakers. Fused switches.

INTEGRATED TRANSIENT VOLTAGE SURGE SUPPRESSION DEVICES

Surge Protective Device (SPD)

 SPD shall be Listed and Component Recognized in accordance with UL 1449 Second Edition to include Section 37.3 highest fault current category. SPD shall be UL 1283 listed.
 SPD shall be installed by and shipped from the electrical distribution equipment manufacturer's factory.
 The SPD devices in lighting and appliance panelboards shall be bus mounted between the main and branch devices. SPD devices bussed off the end of the panelboard are not allowed. Panelboards with SPD will accommodate thru-feed lugs and sub-feed circuit breakers in single section and multi-section panelboards.
 The SPD devices in power distribution panelboards shall be cable connected.
 SPD shall be modular in design. Each mode including N-G shall be fused with a 200kAIR UL recognized surge rated fuse and incorporate a thermal cutout device. SPD shall safely reac end-of-life condition when subjected to fault current levels between 0 and 200 kAi. Including low level fault currents from 5 to 5000 amperes.
 Audible diagnostic monitoring shall be by way of audible alarm. This alarm shall activate upon a fault condition. An alarm on/off switch shall be provided to silence the alarm. An alarm p test switch shall be provided.
 Minimum surge current capability (single pulse rated) per phase shall be:

 Service Entrance Panelboard locations: 240kA per phase
 UL 1449 Suppression Voltage Ratings:
 UL 1449 Suppression Voltage Ratings:

 SPD shall safely reach an

VOLTAGE LOCAT	1449 Onto a solution of the second
NOI	Nauriya.
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	208Y/120V	
2	Distribution:	
0000	400V	
2002	400V	

400V

480Y/277V Distribution: 800V 800V 800V

 SPD shall have a minimum EMI/RFI filtering of up to -30 dB over the range of 100 kHz to 100 MHz.
 SPD shall be provided with one set of NO/NC dry contacts.
 The manufacturer of the electrical equipment in which the SPD is installed shall warrant the integrated ten (10) years from the date of invoice the manufacturer or its authorized sales channel. SPD device to be free from defects

OVERCURRENT PROTECTIVE DEVICES

ailable fault

Molded-Case Circuit Breaker: NEMA AB 1, with interrupting capacity to me
1. Thermal-Magnetic Circuit Breakers: Inverse time-current elen
for circuit-breaker frame sizes 250 A and larger.
2. GFCI Circuit Breakers: Single- and two-pole configurations w nent for low-level overloads and insta etic trip ele nent for short circuits Adjustable letic trip

.e .ω .⊳ GFCI Circuit Breakers: Single- and two-pole configurations with 5mA trip sensitivity. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HACR for heating, air-conditioning, and refrigerating equip Shunt Trip: 120-V trip coil energized from separate circuit, set to trip at 55 percent of rated voltage. Verify exact voltage of shunt trip with fire alarm vendor.

Fused Switch: NEMA KS 1, Type HD; clips to acco modate indicated fuses; lockable handle

PART 3 - EXECUTION

NSTALLATION

Install panelb bards and acc ding to NEMA PB 1.1.

Mou nting Heights: Top of trim 86 inches above finished floor, unless otherw vise indi Highest switch or breaker at 72" max finished floo

Mour tting: Plumb and rigid without distortion of box. Mount rece ssed par ds with fronts nly flush with wall finish

Install filler plates in unused protective device spaces.

after completing load balancing

Wiring in Panelboard Gutters: Arrange conductors into groups and bundle and wrap with wire ties

so that ratings not reduced by heat fro ച്ച

IDENTIFICATION

Identify field-installed condu oard Namep plates: Label each panelboard with engraved metal or lam ictors, interconnecting wiring, and compo ients; provide warning signs as spe cified in Division 16 Section "Basic Electr with ical Materials and Methods.

Circuit Directory: Create a directory to indicate installed circuit loads after balancing panelboard loads. Obtain approval before installing. Use a computer or typewriter handwritten directories are not acceptable. iated-plastic i

FIELD QUALITY CONTROL

Testing and Inspection: After installing panelboards and after elect circuitry has been energized, demonstrate product capability and compliance with requi

 Balancing Loads: After Substantial Completion, but not more than 60 days after Final Acceptance, measure load balancing and make circuit changes as follows:
 Measure as directed during period of normal system loading.
 Perform load-balancing circuit changes outside normal occupancy/working schedule of the facility and at time directed. Avoid disrupting critical 24-hour data-processing, computing, transmitting, and receiving equipment.
 After circuit changes, recheck loads during normal load period. Record all load readings before and after changes and submit test records. services such as fax machines

After circuit changes, recheck loads during normal load period. Record all load readings before and after changes and submit test records. Tolerance: Difference exceeding 20 percent between phase loads, within a panelboard, is not acceptable. Rebalance and recheck as necessary to meet this

.e ω

END OF SECTION

### LIGHTING FIXTURES

### PART 1 - GENERAL

SUMMARY

This Section i 1. L 2. E 3. E 4. /

- on includes the following: Lighting fixtures with lamps a Emergency lighting units. Exit signs. Accessories. including fluore

es, including flu nt fixtu dir

### UBMITTALS

Product Data: For each type of lighting fixture sched lled nged in order of fixtu de Incl 9

Product Certificates: Dimming Ballast Compatibility Certificates shall be signed by the manufacturer of ballast certifying that ballasts are compatible with dimming synthey are used. Product Certificates signed by product manufacturer shall be provided for each type of ballast for bi-level and dimmer controlled luminaires. with ₹

### Operation and maintenance data.

QUALITY ASSURANCE Electrical Compo nts, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing age incy đ ities having jur marked for nded use.

### Comply with NFPA 70.

and labeled for indicated class <u>q</u>i 9

# Fixtures for hazardous locations shall be listed by Underwriters' Laboratory

NFPA 101 Compliance: Comply with visibility and lumin ance requirements for exit signs.

Extra Materials-Lamps: Furnish extra materials that match products installed and that are and rating installed. Furnish at least one of each type. pack construction aged with that penetrates ceilings or is supported by them including mechanical system, ing for , fire suppression 5% of each type

1

SUMMARY A. The intent of this se incandescent, low--

PART 1 - GENERAL

LIGHTING CONTROL

END OF SECTION

Coordination: Coordinate layout and installation of luminaires with ceiling system and other and technology and partition assemblies. Provide all frames, supplementary support structures, hangers, spacers, stems, aligner Recessed luminaires shall have frames that are compatible with the ceiling system. canopies, auxiliary junction boxes and other hardware as required for a complete and proper installation

## of LED's and drivers s that fail in

Warranty: Special Warranty for LEDs' and Drivers: Mar specified warranty period. ufacturers standard for in which agr hip

2 LED arrays: 5 years from date of substantial completion Drivers: 5 years from date of substantial completion

### PART 2 - PRODUCTS

LIGHT FIXTURES

### All light fixtures shall be spec ified on the drawings

Fixtures to be installed in damp or wet locations shall be listed by Underv ers' Labora atory for that purpo

Recessed incandescent fixtures shall be provided with thermal protectors to automatically deactivate purpose). the fixtures due to overheating (fixtures shall be labeled by Underw Laboratory for that

Lamps shall be furnished and installed for all fixtures including fixtures furnished by others. Provide lamps of the proper uminaires installation: · type, wattage and voltage rating as specified in the ) contract doc

push to

to NEC Article 300-22

ο σ 4 ω ν <del>΄</del> Luminaires installed in MRI rooms shall be of non-magnetic materials and construction. Luminaires installed in operating rooms shall have RFI grid and a surge suppressor in each circuit. Luminaires installed in operating rooms shall have antimicrobial protection on interior and exterior surfaces. Luminaires recessed in suspended ceilings where the space above the ceiling is either an air supply or return plen Provide plaster frame for recessed luminaires mounted in other than T-bar ceilings. Verify mounting with architectu lenum shall conform to NEC Article 300-ctural reflected ceiling plan before order ing lur

aires to suppress conducted electr etic-interference as required by MIL-STD-461E. Fabricate

<u>∞</u> Provide wire guards on all fluorescent open strip type luminaires. Electromagnetic-Interference Filters shall be factory installed on all surgical grade luminaires to suppress c with one filter for each ballast indicated to require a filter. Air-Handling Fluorescent Luminaires: For use with plenum ceiling for air return and heat extraction and for and Grilles." attaching an -diffuser-boot assembly specified in Section 233713 "Diffusers,

# a. Air-Supply Units: Slots in one or both side trims join with air-diffuser-boot assen

b.Heat-Removal Units: Air path leads through lamp cavity.
c. Combination Heat-Removal and Air-Supply Unit: Heat is removed through lamp cavity at both
d. Dampers: Operable from outside luminaire for control of return-air volume.
e. Static Unit: Air-supply slots are blanked off, and luminaire appearance matches active units. ends of the lun door with air ) as for air-supply unit

in mate

and

hip for a period of

Emergency batteries Basis of Design Products: Emergency batteries. 1. Bodine.

 1. Type: Self-contained, modular, battery-inverter unit, factory mounted within luminaire body and compatible
 1. Emergency Connection:Operate one fluorescent lamp continuously at an output of 1100 lumens. ( with ballast. Comply

with

F

924

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 Emergency Connection: Operate one fluorescent lamp continuously at an output of 1100 lumens. Connect unswitched .
 Nightlight Connection: Operate one fixture continuously.
 Test Push Button and Indicator Light: Visible and accessible without opening luminaire or entering ceiling space.
 a.Push Button: Push-to-test type, in unit housing, simulates loss of normal power and demonstrates unit operability.
 b.Indicator Light: LED indicates normal power on. Normal glow indicates trickle charge; bright glow indicates charging at 6
 Battery: Sealed, maintenance-free, nickel-cadmium type, sized for ninety (90) minutes of operation.
 Charger: Fully automatic, solid-state, constant-current type with sealed power transfer relay.
 Universal Voltage input. charging at end l of discharge o

cycle

4. rù 0

nents

: Compon

-inish shall be the same as the lu single fixture. Finish shall be the same as

, v o o + a v -Single-Stem Hangers shall be 1/2-inch steel tubing with swivel ball fitting and ceiling canopy. Finish shall be the Twin-Stem Hangers shall be two, 1/2-inch steel tubes with single canopy arranged to mount a single fixture. Fin Rod Hangers shall be 3/16-inch minimum diameter, cadmium-plated threaded steel rod. Wires shall be ASTM A 641/A 641M, Class 3, soft temper, zinc coated steel, 12 gauge. Wires for humid spaces shall be ASTM A 580/A 580M, composition 302 or 304, annealed stainless steel, 12 ga Aircraft Cable Support shall use cable, anchorages, and intermediate supports recommended by luminaire man Hangers for pendant industrial luminaires shall be heavy duty No. 8 jack chain with hangers, "S" hooks, mounting the statement of the statement mounting straps

eral: Comply with UL 924; for sign colors and lettering size, comply with authorities having jurisdiction

### PART 3 - EXECUTION

### INSTALLATION

It shall be the Contractors responsibility to meet all local, state and national building codes when installing light fixtures and light fixture orange so they can be easily distinguished from the other ceiling grid supports. supports. ≧ light fixture supports shall be

Light fixtures shall be set level, plur and squ are with ceilings and walls.

Support for light fixtures in or on Grid-Type Suspended Ceilings shall be supported independently of the ceiling from the structure above

Fixtures to be installed in or on painted ceilings and/or walls shall not be installed until painting is completed. ted individ ally on stems shall each have two single stems. Fixtures individually surface mou nted Fixtures installed with paint shall be supported at both t applied ends

For acoustical tile ceilings, surface fixtures shall be centered on a tile or a tile joint, unless noted otherwise.

For linear fixtures

ed in a con

row shall have one s

pport at the begi

nning of the

ਬੁ

each

join

오,

All incandescent lamps shall be furnished inside frosted except where noted otherwise

In acoustical tile ceilings, recessed 2x2 and 2x4 fixtures shall be installed so as to alleviate the necessity for cutting the tile

All locations of fixtures are approximate. The contractor shall refer to architectural plans for exact locations.

Recessed fixtures shall be installed to their supports so that the trim flanges fit tightly and evenly against the surface of the ceiling.

Warranty Period: Th ovided with a field-star B. Relay Warranty: M The manufacturer anufacturer shall provide a separate written warranty that shall cover all lighting control relays within shall agree to replace any relay that fails due to material or workmanship for a period of 6 years. warranty period shall begin after the up begins upon receiving of the produc and the the lighting ntrol system not

A. Manufacturer's Wa to repair or replac ranty: Manufacturer shall provide a written warranty that shall cover all lighting control any equipment that fails due to material or workmanship for a period of 6 years. shall agree

Luminaires: 1. Set level, plu otherwise indicated. 2. Install Lamps and square sõ ng to and appi

is necessary and approved on is sufficiently complete, r / Architect, to in move the temp for temporary lighting, install ble, clean thoroughly, install r and energize the new lamps, and rei of lun

For temporary lighting, if it is necessary. When constructic For remote mounting of dr maximum distance betweer Verify weight and mounting blocking or support. Lumina vers the distance the driver and luminain and not ěd that Š Verity,

ed ceilings with a fire acceptable. thod of all lun 악 shall be enclosed Ы rated box đ the

tree ot air blocking

Install luminaires with ven

ning and Adjusting

uminaires located in rece Acoustical ceiling tiles are r

Make final adjustment of ai the completion of the Project es and adjustable light settings under the direction of the Architect and/or Lighting Designer during a scheduled pe business hours if required. Include all equipment and personnel expenses including overtime required for focusing. 오 ō

et of specifications is to provide a complete, fur .voltage, LED, neon, cold cathode, fluorescent, a nctional, intelligent, low-and HID lighting sources.

B. Where shown in the relays, contactors, system. ne drawings, the contractor shall furnish and install a complete low-voltage lighting control system consisting of, but not limited to, , controllers, enclosures, switch stations and miscellaneous components as required for a complete, operational lighting control

2. Where applicable s requirements of th Commission, and a dards have been established, all iten standards, including, but not limited state odes that i ited to, ns of equi oment, individual components, writer Laboratories, the Natior and installation methods shall meet the nal Electrical Code, Federal Communicat

<u></u>

D. The products speci manufactures shall ified herein are those of Intelligent Lighting Controls, Inc. Low voltage lighting control systems manufactured by the following Il be considered providing they meet the requirements of these specifications and provide the quality and performance specifiec

Intelligent Lig Steinel Greengate buiud S

herein.

: Listing of a manufa meets all the requi cturer as acceptable does not in rements of these specifications. for provi iding a lighting control system

: All manufacturers system being propo shall submit to the specifying osed. each lent and the

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Any ambiguities

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**1.1 QUALITY ASSURANCE** 

A. Factory Assembly: . tested. All system c circuits and low-vo points. Systems tha oltage i nat requ All relays, contactors, controllers, components shall arrive at the job **J**ary shall not enclosures, switch st site completely pre-w y assembled and nection of lighting / labeled terminati

of 20 yea ars' experie in the of lightii

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B. Manufacturer: A m

D. NEC Compliance:

C. Component Testing shall be tested for : All system comp proper operation o ts and assemblies control functions p per shall be individually tested prior to assembly. er specifications prior to shipment. Once

system 3

E. NEMA Compliance: and enclosures. of NEMA

F. UL Approval: All a ent shall be UL listed section 916 and shall bear labels

G. FCC Emissions: A commercial appli ∶≥ t shall i labels i th FCC in Part 15 bes not me nd Part 68 wh t these standa

1.2 SUBMITTALS

A. The manufacturer al package be ded nodn of su

B. Hard copy submitta C. Submittal package : considered for appr shall in oval. all

from quirement and the that specified with

issue date

ments

Submittal

04.28.2025

1.Specificationsequipment/systems being pregard to size, quantity, qua2.System Descr3.Bill of Materiacapacities for all major syst4.Product Data5.Riser Drawingsystem components and the on: Supply as art of the subm IIII detailed item zed listing all proposed control syst or features and functions Iding quantities and

Pr as part of the ittal package detailed product data

each. Dr. shall be project specifi diagr lative plac ams shall ement of major not be

revisions

Control Sche Switch Detai iles: Provide of the ittal pack ല Iplete ntrol schedule adsheet for relay panels, Timers, Inputs, Groups

5. R system compor acceptable. 6. C and Presets. 7. S engraving. 8. V

as part ä switch details plate style, plate

Warranty: Pr as part of the submittal package ۵ nplete written warranty

**1.3 WARRANTY** 





Camp Salmen Historic Lodge Restoration 22-127

35122 Parish Parkway, Slidell, LA 70460

2253 sheet title

job no.

Electrical Specifications sheet no

E202

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RCE PROJECT NO. 255061 USE AND INTERPRETATION OF THIS DRAWING 1. GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, ARTICLE 1 AN DOCUMENT A201, ARE PART OF THE CONTRACT DOCUMENTS AND DESCRIBE USE AND NITENT OF THIS DRAWING. THE CONTRACT DOCUMENTS NOLUDE NOT ONLY THE DRAWINGS, BUT ALSO THE OWNER-CONTRACTOR AGREEMENT. CONDITIONS OF THE CONTRACT, THE SPECIFICATIONS, ADDENDA, AND MODE/FACTORS ISSUED ARTER EXECUTION OF THE CONTRACT, THE SECONTRACT DOCUMENTS ARE COMPLEMENTARY, AND WHAT IS REQUIRED BY AUYONE SHALL BE AS BINDING AS REQUIRED BY ALL. WORK NOT COMPLETELY DELINEATED HEREON SHALL BE CONSTRUCTED OF THE SAME MATERIALS AND DETAILED SIMILARLY AS WORK SHOWN MORE COMPLETELY ELSEWHERE IN THE CONTRACT DOCUMENTS.

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