

## **ADVERTISEMENT FOR BIDS**

Sealed bids will be received at the University of New Orleans Purchasing Office, Administration Annex Bldg, Room 1000G, New Orleans, LA 70148. The deadline for receipt of bids is **2:00 PM on OCTOBER 9, 2025**, at which time bids will be publicly opened for the following:

FOR: Maestri Field Turf Renovation – East Campus

PROJECT NUMBER: BTB2899 SP5310

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

Simpson Sports Engineering, LLC  
4241 Little Farms Dr.  
Zachary, LA 70791  
[jsimpson@simpsonsportseng.com](mailto:jsimpson@simpsonsportseng.com)

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

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

**A PRE-BID CONFERENCE WILL BE HELD**  
**at 10:00 am on SEPTEMBER 29, 2025 at Maestri Field Baseball Office, Room 111**

Bids shall be accepted from Contractors who are licensed under LA. R.S. 37:2150-2192 for the classification of **Building Construction 1**. Bidder is required to comply with provisions and requirements of LA R.S. 38:2212(B)(5). No bid may be withdrawn for a period of forty-five (45) days after receipt of bids, except under the provisions of LA. R.S. 38:2214.

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

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

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

Specifications may be obtained from the Purchasing Office by calling (504) 280-6172 or email at [tabacino@uno.edu](mailto:tabacino@uno.edu).

By: Troy A. Bacino, Asst. Director Purchasing, University of New Orleans

Ad Dates:       September 9, 2025  
                      September 16, 2025  
                      September 23, 2025

UNIVERSITY of NEW ORLEANS

---

BID SPECIFICATIONS FOR  
JOB ENTITLED

**MAESTRI FIELD TURF RENOVATION**  
**EAST CAMPUS**

Sealed Bid #BTB 2899

Bid Date: **OCTOBER 9, 2025**

Bid Time: 2:00 p.m.

Pre-Bid Conference:

Date: **SEPTEMBER 29, 2025**

10:00 a.m. at the

Privateers Baseball Office Room 111



THE UNIVERSITY *of*  
**NEW ORLEANS**

UNIVERSITY of NEW ORLEANS

---

BID SPECIFICATIONS FOR  
JOB ENTITLED

**MAESTRI FIELD TURF RENOVATION**  
**EAST CAMPUS**

PREPARED BY

UNIVERSITY OF NEW ORLEANS

PURCHASING OFFICE

Administration Annex, Room 1004-G

LAKEFRONT - NEW ORLEANS - LOUISIANA – 70148

Sealed Bid #BTB 2899

Bid Date: **OCTOBER 9, 2025**

Bid Time: 2:00 p.m.

---

Pre-Bid Conference:

Date: **SEPTEMBER 29, 2025**

10:00 a.m. at the

Privateers Baseball Office Room 111

PURCHASING REPRESENTATIVE: Troy Bacino, Assistant Director  
for Purchasing

(504)280-6172 FAX (504)280-6297 E-mail [tabacino@uno.edu](mailto:tabacino@uno.edu)

UNIVERSITY REPRESENTATIVE: Melanie Champagne, Director Construction & Design  
Phone: (504)280-3237 E-mail: [mmchamp2@uno.edu](mailto:mmchamp2@uno.edu)  
Date: August 29, 2025

## **TABLE OF CONTENTS**

### **ADVERTISEMENT FOR BIDS** **INSTRUCTIONS TO BIDDERS**

<b>Article</b>	<b>Description</b>	<b>Page #</b>
1	Project Title and Bid Opening Date and Time	1
2	Bidder's Representation	2
3	Bidding Documents	3
3.1	Copies	3
3.2	Interpretation or Correction of Bidding Documents	4
3.3	Substitutions	4
3.4	Addenda	5
4	Bidding Procedure	6
4.1	Form and Style of Bids	6
4.2	Bid Security	7
4.3	Submission of Bids	8
4.4	Modification or Withdrawal of Bid	9
4.5	Prohibition of Discriminatory Boycotts of Israel	9
5	Consideration of Bids	10
5.1	Opening of Bids	10
5.2	Rejection of Bids	10
5.3	Acceptance of Bid	10
6	Performance and Payment Bond	10
6.1	Bond Required	10
6.2	Time of Delivery and Form of Bond	11
7	Post Bid Information	11
7.1	Submissions	11
8	Form of Agreement Between Owner and Contractor	12
8.1	Form to be Used	12
8.2	Award	12
8.3	Affirmative Action/Non-Discrimination	12
8.4	Compliance Agreement	12
9	Completion Time and Liquidated Damages	13
9.1	Contract Time	13
9.2	Liquidated Damages	13
10	Pre-Bid Conference	14
11	Insurance	14



12	Federal & State Clauses for Contracts	14
10.1	Federal Clauses , If Applicable	14
10.2	Certification of Federal Suspension or Debarment	15
10.3	Corporation Standing	15

### **TABLE OF CONTENTS (cont.)**

Description	# Pages	
<b><u>INSURANCE &amp; INDEMNIFICATION</u></b>		
Supplement I-Insurance Requirements	1-2	
Insurance & Indemnification Agreement	1	
<b><u>FORMS</u></b>		
Louisiana Uniform Bid Form & Unit Price Breakdown	2	
Bid Bond	1	
<b><u>CONTRACT-PERFORMANCE BOND-AFFIDAVIT</u></b>		
Contract between University & Contractor and Performance & Payment Bond	1-3	
Affidavit – Public Contract	4	
Attestations Affidavit	2	
<b><u>FORMS</u></b>		
Pre-Construction Conference Agenda		
Schedule of Values		
Change Order		
Recommendation of Acceptance		
Payment Request		
<b><u>CONTRACTING REQUIREMENTS</u></b>		
General Conditions of the Contract for Construction, AIA A201-2017		
Supplementary Conditions		
<b><u>TECHNICAL SPECIFICATIONS</u></b>		
<b>Section</b>	<b>Description</b>	<b>Pages</b>
01000	General Requirements	6
011100	Summary of Work	2
013300	Submittal Procedures	11
014000	Quality Requirements	10
014100	Testing Laboratory Services	1
015000	Temporary Facilities and Controls	12
017300	Execution	10
017700	Closeout Procedures	12
021000	Site Preparation	3
022000	Excavating & Backfilling	3
023000	Earthwork	8
024000	Grading	1
025030	Nonfill Turf System	8

**TECHNICAL SPECIFICATIONS, cont.**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
027000	Concrete	18
028000	Selective Site Demolition	6
031000	HDPE Drain Pipe	3
031100	Corrugated Smooth Interior Drain Pipe (CSIP)	2
032000	Athletic Accessories	2

**DRAWINGS**

<b>Sheet</b>	<b>Title</b>	<b>Date</b>
SC-1.0	Cover Sheet	8/29/2025
SC-1.1	Existing Conditions Plan	8/29/2025
SC-1.2	Proposed Layout Plan	8/29/2025
SC-1.3	Dimensional Layout Plan	8/29/2025
SC-1.4	Proposed Drainage Plan	8/29/2025
SC-1.5	Proposed Grading Plan	8/29/2025
SC-1.6	Details	8/29/2025

END

**BID INFORMATION**

UNIVERSITY of NEW ORLEANS

---

# INSTRUCTIONS TO BIDDERS

## COMPLETION TIME:

The Bidder shall agree to fully complete the contract by **January 9, 2026**, subject to such extensions as may be granted under Paragraph 8.3, in the General Conditions and the Supplementary Conditions, and acknowledges that this construction time will start on or before the date specified in the written "Notice to Proceed" from the Owner. **Job Completion must be completed no later than January 9, 2026.**

## LIQUIDATED DAMAGES:

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

## TAX EXEMPTION:

The project is to be exempt from sales and use taxes imposed by any taxing authority. The successful contractor / subcontractors will be required to submit the appropriate tax exemption form R-85012-T (Public Projects Contractor / Subcontractor: Sales Tax Certification and Exemption Application – Louisiana Revised Statute 47:305.7(A)(1)(b)) to the Louisiana Department of Revenue for each contract / subcontract associated with the work.

## ARTICLE I

### PROJECT TITLE AND BID OPENING DATE & TIME

- 1.1 Project Title: **MAESTRI FIELD TURF RENOVATION**  
**EAST CAMPUS**

Bid Opening Date & Time: **OCTOBER 9, 2025 at 2:00 p.m.**

Location of Bid Opening:

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

### 1.2 DEFINITIONS

#### 1.2.1 The Bid Documents include the following

- a. Advertisement for Bids
- b. Instructions to Bidders
- c. Bid Form
- d. Bid Bond
- e. General Conditions of the Contract for Construction, AIA Document A201, 2017 Edition
- f. Supplementary Conditions
- g. Attestation Affidavit
- h. Change Order Form
- i. Recommendation of Acceptance
- j. Specification and Drawings dated August 29, 2025.
- k. Addenda issued during the bid period and acknowledged in the Bid Form

1.2.2 All definitions set forth in the General Conditions of the Contract for Construction, AIA Documents A201, or in other Contract Documents are applicable to the Bidding Documents.

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

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

1.2.5 Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described as the base, to which work may be added for sums stated in alternate bids.

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

1.2.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials and/or services as described in the Bid Documents.

1.2.8 A Bidder is one who submits a Bid for a prime contract with the Owner for the Work described in the Bid Documents.

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

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

## ARTICLE 2

### BIDDER'S REPRESENTATION

2.1 Each Bidder by making his bid represents that:

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

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

The Bidder is advised to carefully consider all University physical features and activities and occupancies by faculty, staff and students, and to plan construction activities so as not to disrupt the normal operations and activities of the University except as expressly permitted by the University in writing. The Bidder shall be especially aware of existing electric, gas, water, telephone and/or other utilities and facilities which may be in the way of or adjacent to the Work, and shall take appropriate action to protect these utilities during the Work.

Every effort has been made to accurately show all pertinent surface and subsurface features accurately. For self-assurance, the Bidder may examine available drawings and documents related to University premises. Such examinations may be made only in the offices of the University Facility Services as part of the Mandatory Pre-Bid Conference.

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

- 2.1.4 When a discrepancy or ambiguity arises between the written specifications and the drawings, the document which is more stringent, or which benefits the University more as determined by the Director, shall govern.
- 2.1.5 His bid is not based on any verbal instructions contrary to the Bidding Documents and addenda.
- 2.2 The Bidder must be fully qualified under any State or local licensing law for Contractors in effect at the time and at the location of the work before submitting his bid. In the State of Louisiana, only the bids of Contractors and Subcontractors duly licensed under Louisiana Revised Statutes 37:2150, et seq. will be considered, if applicable. The Contractor shall be responsible for determining that all of his Subbidders or prospective Subcontractors are duly licensed in accordance with law. (See paragraph 4.1.8)
- 2.3 The University reserves the right to examine the Successful Bidder's past payroll records and those of any subcontractor to determine whether the employees being used on the contract are regularly employed. The University also reserves the right to question the use of an employee whom it feels is unskilled or untrained on a task that requires a skill. If the bidder intends to use laborers or unskilled workmen on any aspect of the contract, the bidder must furnish a list of the tasks to be performed by said laborers and unskilled workmen with their bid.
- 2.4 If the Contractor is required to replace any employees because of their failure to comply with these requirements, any time lost on the job shall be the responsibility of the Contractor and shall not be an acceptable reason for requesting extensions of any completion deadlines or waiver of any liquidated damages specified elsewhere in the bid specifications.
- 2.5 In the event of inconsistencies within or between parts of the Bid Documents, or between the Bid Documents and applicable standards, codes, and ordinances, the Contractor shall: (1) Provide the better quality, upgrade, or quantity of Work, or (2) Comply with the more stringent requirement, either or both in accordance with the Architect's interpretation.
- 2.6 He is familiar with Code of Governmental Ethics requirement that prohibits public servants and/or their immediate family members from bidding on or entering into contracts; he is aware that the Designer and its principal owners are considered Public Servants under the Code of Governmental Ethics for the limited purposes and scope of the Design Contract with the State on this Project (see Ethics Board Advisory Opinion, No. 2009-378 and 2010-128); and neither he nor any principal of the Bidder with a controlling interest therein has an immediate family relationship with the Designer or any principal within the Designer's firm (see La. R.S. 42:1113). Any Bidder submitting a bid in violation of this clause shall be disqualified and any contract entered into in violation of this clause shall be null and void.

### ARTICLE 3

#### BIDDING DOCUMENTS

- 3.1 Copies
- 3.1.1 Complete bid documents may be obtained from the University of New Orleans Purchasing Office or Architect as stated in the Advertisement for Bids in electronic format without charge. Printed copies will not be available from the Architect or University, but arrangements can be made to obtain them through most

reprographic firms and/or plan rooms. All plan holders are responsible for their own reproduction costs.

The Bidding Documents consist of the Drawings, the Bid Instructions and all Addenda issued prior to bid opening. Changes to the work made after the contract signing shall be documented by Change Order.

These INSTRUCTIONS TO BIDDERS, including amendments and additions thereto, apply to each and every heading of the TECHNICAL SPECIFICATIONS with the same force as though repeated in full under each heading.

- 3.1.2 Complete sets of Bid Documents shall be used in preparing bids; neither the University nor the Architect assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 3.1.3 The University or Consultant in making copies of the Bid Documents available on the above terms, do so only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.

### 3.2 Interpretation or Correction of Bidding Documents

- 3.2.1 Bidders shall promptly notify the Architect of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions
- 3.2.2 Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Architect to reach him at least seven (7) days prior to the date for receipt of bids.
- 3.2.3 It shall be the Bidder's responsibility to make inquiry as to addenda issued. All issued addenda shall be acknowledged on the Bid Form and shall become part of the Contract. Neither the University nor its Consultant(s) will be responsible for any explanation or interpretations of the Documents not covered by written, issued addenda.
- 3.2.4 Any interpretation, correction or change of the Bidding Documents will be made by addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

### 3.3 Substitutions

- 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitutions shall be allowed after bids are received.
- 3.3.2 No substitution will be considered unless written request for approval has been submitted by the Proposer and has been received by the Architect at least seven (7) days prior to the date for receipt of bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including model numbers, drawings, cuts, performance and test data and any other information necessary for an evaluation.

A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. It shall be the responsibility of the proposer to include in his proposal all changes required of the Bid Documents if the proposed substitute is used. The burden of proof of the merit of the proposed substitute is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

Prior Approval, if granted, is given contingent upon Contractor being responsible for any costs which may be necessary to modify the space or facilities needed to accommodate the materials and equipment approved.

- 3.3.3 If the Architect approves any proposed substitution, such approval will be set forth in an addendum. Bidders shall not rely upon approvals made in any other manner.
- 3.3.4 It is incumbent upon the bidder, once a substitution is accepted, to assure that the substitution will meet the requirements of the project as an acceptable and contributing operating component of the completed project. The bidder and proposer of the substitution if used in the project shall provide all information, drawings and other necessary equipment, and coordination to ensure that the substitution will operate, fit and be able to be maintained as an acceptable operating component of the project.

#### 3.4 Addenda

- 3.4.1 Addenda will be e-mailed or delivered to all Contractors in attendance at the mandatory Pre-Bid Conference or to all known bidders by the Purchasing Department of the University of New Orleans to have received a complete set of Bid Documents if no mandatory Pre-Bid Conference is scheduled.
- 3.4.2 Copies of addenda will be made available for inspection wherever Bid Documents are on file for that purpose.
- 3.4.3 Except as described herein, addenda shall not be issued within a period of seventy-two (72) hours prior to the advertised time for the opening of bids, excluding Saturdays, Sundays, and any other legal holidays. If the necessity arises of issuing an addendum modifying plans and specifications within the seventy-two (72) hour period prior to the advertised time for the opening of bids, then the opening of bids shall be extended at least seven but no more than twenty-one (21) working days, without the requirement of re-advertising. University of New Orleans Facility Services and Purchasing Office shall be consulted prior to issuance of such an addendum and shall approve such issuance. The revised time and date for the opening of bids shall be stated in the addendum.
- 3.4.4 The University shall have the right to extend the bid date by up to (30) thirty days without the requirement of re-advertising. Any such extension shall be made by addendum issued by the University of New Orleans Purchasing Office.
- 3.4.5 Each Bidder shall ascertain from the University of New Orleans Purchasing Office prior to submitting his bid that he has received all addenda issued, and he shall acknowledge their receipt on the Bid Form.



## ARTICLE 4

### BIDDING PROCEDURE

#### 4.1 Form and Style of Bids

- 4.1.1 Bids shall be submitted on the Louisiana Uniform Public Work Bid Form provided by Architect for this project.
- 4.1.2 The Bidder shall ensure that all applicable blanks on the bid form are completely and accurately filled in by electronic means, typewriter or manually in ink. Signature is required manually by ink.
- 4.1.3 Bid sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written words shall govern.
- 4.1.4 Any interlineations, alteration or erasure must be initialed by the signer of the bid or his authorized representative.
- 4.1.5 Bidders are cautioned to complete all alternates and unit prices should such be required in the Bid Form. Failure to submit alternate and unit prices will render the proposal informal and shall cause its rejection. Unit prices represent a price proposal to do a specified quantity and quality of work. Unit prices are incorporated in to the base bid or alternates, as indicated on the Unit Price Form, but are not the sole component thereof.
- 4.1.6 Bidder shall make no additional stipulations on the Bid Form nor qualify his bid in any other manner.
- 4.1.7 The bid shall include the legal name of Bidder and the bid shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. The authority of the signature of the person submitting the bid shall be submitted in accordance with La. R.S. 38:2212 (b)(5).
  - a. Signature on bid is that of any corporate officer or member of a partnership or partnership in commendam listed on most current annual report on file with Secretary of State.
  - b. Signature on bid is that of authorized representative of corporation, partnership, or other legal entity and bid is accompanied by corporate resolution, certification as to the corporate principal, or other documents indicating authority which are acceptable to the University
  - c. Corporation, partnership, or other legal entity has filed in the records of the Secretary of State, an affidavit, resolution or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts. A bid submitted by an agency shall have a current Power of Attorney attached certifying agent's authority to bind Bidder. The name and license number on the envelope shall be the same as the entity identified on the Bid Form

By signing this bid, the bidder certifies compliance with the above

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

The Contractor shall be licensed by the Louisiana State Licensing Board for Contractors under Category Building Construction.

## 4.2 Bid Security

- 4.2.1 No bid shall be considered or accepted unless the bid is accompanied by bid security in an amount of five percent (5.0%) of the base bid and alternates. Bid Security must accompany the bid in the sealed envelope.

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

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

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

Bidders to attach a certified check, cashier's check, or University of New Orleans Bid Bond Form in the amount of five percent (5%) of the sum of the base bid and all alternates, as an evidence of good faith. Bidders are hereby notified that Bank Checks, Official Bank Checks or similar are not acceptable as bid security. Certified or cashier's checks to be drawn on a bank insured by the Federal Deposit Insurance Corporation in favor of The University of New Orleans or the bid bond 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 policyholder's surplus as shown in the A.M. Best's Key Rating Guide. If the bid security for this project is a Bond, then such Bond shall be submitted on the Bid Bond Form included in the specifications. Any Bond submitted other than on this bond form shall cause the bid to be rejected.

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

#### 4.3 Submission of Bids

- 4.3.1 The Bid shall be sealed in an opaque envelope. The bid envelope shall be identified on the outside with the name of the project, and the name, address, and license number of the Bidder. The envelope shall not contain multiple bid forms, and will be received until the time specified and at the place specified in the Advertisement for Bids. It shall be the specific responsibility of the Bidder to deliver his sealed bid to University of New Orleans Purchasing Office at the appointed place and prior to the announced time for the opening of bids. Late delivery of a bid for any reason, including late delivery by United States Mail, or express delivery, shall disqualify the bid.

If the bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "Bid Enclosed" on the face thereof. Such bids shall be sent by Registered or Certified Mail, Return Receipt Requested, addressed to:

University of New Orleans, Purchasing Office,  
Administration Annex Building, Room 1004-G  
2000 Lakeshore Drive  
New Orleans, Louisiana 70148.

Bids sent by express delivery shall be delivered to:

University of New Orleans, Purchasing Office,  
Administration Annex Building, Room 1004-G, Lakefront,  
6652 Milneburg Road  
New Orleans, Louisiana 70148.

- 4.3.2 Bids shall be deposited at the designated location prior to the time on the date for receipt of bids indicated in these Bid documents, or any extension thereof made by addendum. Bids received after the time and date for receipt of bids will be returned unopened.
- 4.3.3 Bidder shall assume full responsibility for timely delivery at location designated for receipt of bids.
- 4.3.4 Oral, telephonic, telegraphic, or faxed bids are invalid and shall not receive consideration.
- 4.3.5 The University shall not consider notations written on outside of bid envelope which have the effect of amending the bid. Written modifications enclosed in the bid envelope, and signed or initialed by the Contractor or his representative, shall be accepted.
- 4.3.6 The bid submission shall include the following documents:
- a. Louisiana Public Bid Form and *Unit Price Form if unit prices are included*.
  - b. Bid Security
  - c. Document authorizing execution of signature on Bid Form if not submitting as a sole proprietor.
  - d. Documents as called for within the Bid Documents

#### 4.4 Modification or Withdrawal of Bid

- 4.4.1 A bid may not be modified, withdrawn, or canceled by the Bidder for a period of thirty (30) calendar days for the period following the time and bid date designated for the receipt of bids, and Bidder so agrees in submitting his bid, except in accordance with R.S. 38:2214 which states, in part, "Bids containing patently obvious, unintentional, and substantial mechanical, clerical, or mathematical errors, or errors of unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the bid, may be withdrawn by the contractor if clear and convincing sworn, written evidence of such errors is furnished to the University of New Orleans Purchasing Office within forty-eight hours of the bid opening excluding Saturdays, Sundays, and legal holidays. Such errors must be clearly shown by objective evidence drawn from inspection of the original work papers, documents, or materials used in the preparation of the bid sought to be withdrawn. If the University of New Orleans Purchasing Office determines that the error is a patently obvious mechanical, clerical, or mathematical error, or unintentional omission of a substantial quantity of work, labor, material, or services, as opposed to a judgment error, and the bid was submitted in good faith it shall accept the withdrawal and return the bid security to the contractor."
- 4.4.2 Prior to the time and date designated for receipt of bids, bids submitted early may be modified or withdrawn by notice to the University of New Orleans Purchasing Office at the place and prior to the time designated for receipt of bids.
- 4.4.3 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with these Instructions to Bidders.
- 4.4.4 Bid Security shall be in an amount sufficient for the bid as modified or resubmitted.

#### 4.5 Prohibition of Discriminatory Boycotts of Israel

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

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

### ARTICLE 5

## CONSIDERATION OF BIDS

### 5.1 Opening of Bids

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

### 5.2 Rejection of Bids

- 5.2.1 The University shall have the right to reject any or all bids and in particular to reject a bid not accompanied by any required bid security or data required by the Bidding Documents or a bid in any way incomplete or irregular. The provisions and requirements of the Instructions to Bidders, the Advertisement for bids, and those required on the bid form shall not be considered as informalities and shall not be waived.
- 5.2.2 The University reserves the right to reject any and all bids at its discretion.

### 5.3 Acceptance of Bid

- 5.3.1 It is the intent of the University, if any alternates are accepted, to accept them in the order in which they are listed in the Bid Form. Determination of the Low Bidder shall be on the basis of the sum of the base bid and the alternates accepted. However, the University shall reserve the right to accept alternates in any order which does not affect determination of the Low Bidder.
- 5.3.2 University of New Orleans upon receipt of bids, shall act within thirty calendar days of such receipt to award contract to the lowest responsible bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents is judged to be reasonable and does not exceed the funds available or reject all bids. However, University of New Orleans, by mutually written consent, may agree to extend the deadline of award by one or more extensions of thirty calendar days.

## ARTICLE 6

### PERFORMANCE AND PAYMENT BOND

### 6.1 Bond Required

- 6.1.1 The Contractor shall furnish and pay for a Performance and Payment Bond written by a company licensed to do business in Louisiana, which shall be signed by the surety's agent or attorney-in-fact, in an amount equal to 100% of the Contract amount. Surety must be listed currently on the U. S. Department of Treasury Financial Management Service List (Treasury List) as approved for an amount equal to or greater than the contract amount, or must be an insurance company domiciled in Louisiana or owned by Louisiana residents. If surety is qualified other than by listing on the Treasury list, the contract amount may not exceed fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance and may not exceed the amount of \$500,000. However, a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A. M. Best's Key Rating Guide shall not be subject to the \$500,000 limitation, provided that the contract amount does

not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide nor fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance. The Bond shall be signed by the surety's agent or attorney-in-fact. The Bond shall be in favor of The University of New Orleans.

## 6.2 Time of Delivery and Form of Bond

- 6.2.1 The Bidder shall deliver the required bond to the University simultaneous with the execution of the Contract.
- 6.2.2 Bond shall be in the form furnished by University of New Orleans Purchasing Office, entitled CONTRACT BETWEEN OWNER AND CONTRACTOR AND PERFORMANCE AND PAYMENT BOND, a copy of which is included in the Bid Documents.
- 6.2.3 The Bidder shall require the Attorney-in-Fact who executes the required bond on behalf of the surety to affix thereto a certified and current copy of his power of Attorney.

## ARTICLE 7

### POST-BID INFORMATION

## 7.1 Submissions

- 7.1.1 At the Pre-Construction Conference, the Contractor shall submit the following information to the Architect.
  - 7.1.1.1 A designation of the work to be performed by the Contractor with his own forces.
  - 7.1.1.2 A breakdown of the Contract cost attributable to each item listed in the Schedule of Values Form (attached). No payments will be made to the Contractor until this is received.
  - 7.1.1.3 The proprietary names and the suppliers of principal items or systems of material and equipment proposed for the work.
  - 7.1.1.4 A list of names and business domiciles of all Subcontractors, manufacturers, suppliers or other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the work. It is the preference of the Owner that, to the greatest extent possible or practical, the Contractor utilize Louisiana Subcontractors, manufacturers, suppliers and labor.
- 7.1.2 The General Contractor shall be responsible for actions or inactions of Subcontractors and/or material suppliers.

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

events.

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

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

## ARTICLE 8

### FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

#### 8.1 Form to be Used

- 8.1.1 Form of the Contract to be used shall be furnished by the University of New Orleans Purchasing Office, a copy of which is bound in the Bidding Documents.

#### 8.2 Award

- 8.2.1 After award of the Contract, the successful Bidder, if a corporation, shall furnish to the Owner the most current copy of a Disclosure of Ownership Affidavit on file with the Secretary of State.
- 8.2.2 In accordance with Louisiana Law, when the Contract is awarded, the successful Bidder shall, at the time of the signing of the Contract, execute the Non-Collusion Affidavit included in the Contract Documents
- 8.2.3 When this project is financed either partially or entirely with State Bonds, the award of this Contract is contingent upon the sale of bonds by the State Bond Commission. The State shall incur no obligation to the Contractor until the Contract Between Owner and Contractor is duly executed.
- 8.2.4 As soon as the contract has been fully awarded according to law, certified checks will be returned to all bidders other than the successful Bidder; the latter's check will be returned on the signing of the Contract.
- 8.2.5 Upon the execution of the contract, University of New Orleans, within thirty days thereafter, shall issue to the contractor a Notice to Proceed with the project. However, upon mutual consent by both parties, the Notice to Proceed may be extended.
- 8.2.6 After the purchase order has been awarded, no changes will be made to any part

without written approval from the Director of the Department issuing these bid documents. The proposed change will be submitted in writing, with a complete breakdown of all material and labor, and the individual cost of each

### 8.3 Affirmative Action/Non-Discrimination

- 8.3.1 If the amount of the Contract is over \$10,000, the successful Bidder shall be required to execute the Equal Employment Opportunity Clause and Assurance of non-discrimination prior to the University entering into a contract. These documents will be in accordance with Chapter 60 of the rules and regulations, Office of Federal Contract Compliance, Equal Opportunity, U.S. Department of Labor.

### 8.4 Compliance Agreement

- 8.5.1 If the amount of the contract is \$50,000 or more, the successful Bidder shall be required to execute the Affirmative Action Compliance agreement prior to the University entering into a contract.

## ARTICLE 9

### COMPLETION AND LIQUIDATED DAMAGES

#### 9.1 Contract Time:

- 9.1.1 The Bidder agrees to guarantee completion of the work no later than **January 9, 2026**, subject to extensions as may be granted or the Contractor will be subject to pay to the University liquidated damages in the amount stated on this document. The Bidder's attention is especially directed to the urgency of this work and that time is of the essence.
- a. Extensions for weather conditions shall not be given unless weather conditions prevailing are deemed by the Architect to be abnormal.
  - b. Substantial Completion shall be completed no later than **January 9, 2026** for the 2026 baseball season.

#### 9.2 Liquidated Damages

- 9.2.1 Time is of the essence and completion of the work must be within the Contract Time for Completion-stated in Paragraph 9.1.1, subject to such extensions as may be granted by the University for delays identified as beyond the Contractor's control.

The Contractor will be assessed **Three Hundred Dollars (\$300.00)** for each consecutive calendar day during which the work remains incomplete beyond the Contract Completion date stated on the "Notice to Proceed" or as amended by Change order, Sundays and holidays included. This amount is agreed upon as the proper measure of liquidated damages which the University will sustain per day by the failure of the undersigned to complete the work at the stipulated time and is not to be construed in any sense as a penalty.



## ARTICLE 10

### PRE-BID CONFERENCE

- 10.1 A Mandatory Pre-Bid Conference shall be held at the project site. Provisions for the site inspection are included as part of the mandatory **Pre-Bid Conference to be held in Maestri Field Baseball Office, Room 111 at 10:00 A.M. on September 29, 2025**. The Pre-Bid Conference shall also provide opportunity for a review of the Bid Documents. The purpose of the Pre-Bid Conference is to familiarize Bidders with the requirements of the Project and the intent of the Bidding Documents, and to receive comments and information from interested Bidders.
- 10.2 Any revision of the Bidding Documents made as a result of the Pre-Bid Conference shall not be valid unless included in an addendum issued in accordance with Paragraph 3.4.1 of the Instructions to Bidders.

## ARTICLE 11

### INSURANCE

- 11.1 The Contractor, prior to commencing work, shall provide at his expense, proof of insurance coverage with insurance companies licensed in the State of Louisiana. Insurance shall be placed with insurers with an A.M. Best's rating of no less than A:VI.
- 11.2 Insurance requirements are set forth in Supplementary Conditions, Article 11, Insurance and Bonds of these documents and Supplement 1

## ARTICLE 12

### FEDERAL & STATE CLAUSES FOR CONTRACTS

- 12.1 Federal clauses, if applicable
- 12.1.1 Anti-Kickback Clause: The contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.
- 12.1.2 Clean Air Act: For contracts over \$150,000, the contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA list of violating facilities.
- 12.1.3 Energy Policy and Conservation Act: The contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issues in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
- 12.1.4 Clean Water Act: For contracts over \$150,000, the contractor hereby agrees to

adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.

12.1.5 Anti-Lobbying and Debarment Act: The contractor will be expected to comply with federal statutes in the Anti-Lobbying Act and the Debarment Act.

12.2 Certification of no federal suspension or debarment: By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in "audit requirements in subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards" (formerly OMB Circular A-133).

A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.

12.3 In accordance with Louisiana law, all corporations (see LA R.S. 12:262.1) and limited liability companies (see LA R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or contract over \$25,000.

**SUPPLEMENT I**  
**INSURANCE REQUIREMENTS**

**\*\*\* INSURANCE \*\*\***

**STANDARDIZED INSURANCE REQUIREMENTS FOR ALL AGENCY CONTRACTS**

Insurance coverage specified in the SUPPLEMENTARY CONDITIONS shall be provided by the Contractor, and any other insurance described below shall be furnished with the following minimum limits:

If, at any time, any of the said policies shall be or become unsatisfactory to the Agency, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Agency, the Contractor/Subcontractor shall promptly obtain a new policy, submit the same to the Agency for approval and submit a certificate thereof as herein above provided.

Upon failure of the Contractor/Subcontractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor/Subcontractor to take out and/or to maintain or the taking out and/or maintenance of any required insurance shall not relieve the Contractor/Subcontractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor/Subcontractor concerning indemnification. The Agency reserves the right to require complete, certified copies of all required insurance policies at any time.

**RISKS AND INDEMNIFICATIONS ASSUMED BY THE CONTRACTOR**

- A. Neither the acceptance of the completed work or payment therefore shall release the Contractor/Subcontractor from his obligations from the insurance requirements or indemnification agreement.
1. Additional insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Special Conditions" of the contract specifications.
  2. If any of the Property and Casualty insurance requirements are not complied with at their renewal dates, payments to the Contractor/Subcontractor will be withheld until those requirements have been met, or at the option of the Agency, the Agency may pay the Renewal Premium and withhold such payments from any monies due the Contractor/Subcontractor.
  3. All property losses shall be made payable to and adjusted with the Agency.
  4. All policies and certificates of insurance shall be approved by the contracting agency prior to the inception of any work.
  5. Other coverages may be required by the Agency based on specific needs. If such other coverages are required for this contract, those coverages will be described in the "Special Conditions" of the contract specifications.
  6. If at any time any of the foregoing policies shall be or become unsatisfactory to the Agency, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Agency, the Contractor/Subcontractor shall, upon notice to that effect from the Agency, promptly obtain a new policy, submit the same to the Agency for approval and submit a certificate thereof as herein above provided. Upon failure of the Contractor/Subcontractor to furnish,

**SUPPLEMENT I**  
**INSURANCE REQUIREMENTS**

**\*\*\* INSURANCE \*\*\***

deliver and maintain such insurance as above provided, this Contract, at the election of the Agency, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor/Subcontractor to take out and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor/Subcontractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor/Subcontractor concerning indemnification. The agency reserves the right to require complete, certified copies of all required insurance policies at any time.

**\*\*\* INSURANCE AND INDEMNIFICATION \*\*\***

**\*\* EXHIBIT A \*\***

**INDEMNIFICATION AGREEMENT**

The \_\_\_\_\_ agrees to protect, defend, indemnify, save, and hold harmless the  
{Contractor/Subcontractor/Lessee/Supplier}

State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of \_\_\_\_\_, its agents, servants, and  
{Contractor/Subcontractor/Lessee/Supplier}

employees, or any and all costs, expenses and/or attorney fees incurred by

\_\_\_\_\_ as a result of any claims, demands, and/or causes of action except  
{Contractor/Subcontractor/Lessee/Supplier}

those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees.

\_\_\_\_\_ agrees to investigate, handle, respond to, provide defense for and  
{Contractor/Subcontractor/Lessee/Supplier}

defend any such claims, demands, or suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false or fraudulent.

Accepted by \_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date Accepted \_\_\_\_\_

Is Certificate of Insurance Attached? \_\_\_\_\_ Yes \_\_\_\_\_ No

Contract No. \_\_\_\_\_ for \_\_\_\_\_  
State Agency Number and Name

PURPOSE OF CONTRACT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# LOUISIANA UNIFORM PUBLIC WORK BID FORM

**TO:** University of New Orleans – Main Campus  
Purchasing Office  
Administration Annex, Room 1004G  
New Orleans, Louisiana 70148  
*(Owner to provide name and address of owner)*

**BID FOR:** BTB 2899 SP5310 Maestri Field Turf Renovation  
UNO East Campus  
6801 Franklin Ave.  
New Orleans, LA 70148  
*(Owner to provide name of project and other identifying information)*

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

\_\_\_\_\_  
*(Owner to provide name of entity preparing bidding documents.)*

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

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

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

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

**Alternate No. 1** *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

N/A \_\_\_\_\_ Dollars (\$ N/A \_\_\_\_\_)

**Alternate No. 2** *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

N/A \_\_\_\_\_ Dollars (\$ N/A \_\_\_\_\_)

**Alternate No. 3** *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

N/A \_\_\_\_\_ Dollars (\$ N/A \_\_\_\_\_)

**NAME OF BIDDER:** \_\_\_\_\_

**ADDRESS OF BIDDER:** \_\_\_\_\_

**LOUISIANA CONTRACTOR’S LICENSE NUMBER:** \_\_\_\_\_

**NAME OF AUTHORIZED SIGNATORY OF BIDDER:** \_\_\_\_\_

**TITLE OF AUTHORIZED SIGNATORY OF BIDDER:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER \*\*:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

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

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

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

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

# LOUISIANA UNIFORM PUBLIC WORK BID FORM

## UNIT PRICE FORM

**TO: University of New Orleans – Purchasing**  
**Administration Annex Building– Room 1004G**  
**2000 Lakeshore Drive**  
**New Orleans, LA 70148**

**BID FOR: BTB 2899 SP5310 Maestri Field Turf Renovation**  
**UNO East Campus**  
**6801 Franklin Ave.**  
**New Orleans, LA 70148**

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

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
N/A	N/A	N/A	N/A	N/A

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
N/A	N/A	N/A	N/A	N/A

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
N/A	N/A	N/A	N/A	N/A

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
N/A	N/A	N/A	N/A	N/A

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
N/A	N/A	N/A	N/A	N/A

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____ N/A			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
N/A	N/A	N/A	N/A	N/A

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
N/A	N/A	N/A	N/A	N/A

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
N/A	N/A	N/A	N/A	N/A

**Wording for “DESCRIPTION” is to be provided by the Owner. All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner.**

BID BOND

FOR

UNIVERSITY OF NEW ORLEANS PROJECT

\_\_\_\_\_  
(Date)

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ of

\_\_\_\_\_, as Principal, and

\_\_\_\_\_, as Surety, are held and firmly bound unto the State of Louisiana, and The University of New Orleans, in the full and just sum of five (5%) percent of the total amount of this proposal, including all alternates, lawful money of the United States, for payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

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

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

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

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

\_\_\_\_\_  
PRINCIPAL (BIDDER)

\_\_\_\_\_  
SURETY

BY \_\_\_\_\_ BY \_\_\_\_\_

AUTHORIZED OFFICER-OWNER-PARTNER

AGENT OR ATTORNEY-IN-FACT

(SEAL)



## CONTRACT BETWEEN UNIVERSITY AND CONTRACTOR

This agreement made and entered into at New Orleans, Louisiana, this \_\_\_\_ day of \_\_\_\_\_, 200\_, by and between The University of New Orleans, herein represented by Troy A. Bacino, Assistant Director of Purchasing, University of New Orleans, party of the first part and hereinafter sometimes called the

University; and \_\_\_\_\_  
(Contractor)

herein represented by \_\_\_\_\_  
(Name and title)

Party of the second part and hereinafter sometimes called the Contractor:

WITNESSETH, THAT the University and the Contractor, for the considerations hereinafter named, agree as follows, that:

1. The Advertisement for Bids (if advertised)
2. The Bid Proposal
3. The General Conditions and Instructions
4. Bonds
5. The Specifications
6. The Following Enumerated Plans:
7. The Following Enumerated Addenda:

are all hereby made a part of this Contract to the same extent as if incorporated here in full.

## CONTRACT BETWEEN UNIVERSITY AND CONTRACTOR

The Contractor agrees to furnish all materials, labor, tools, equipment and other facilities necessary and to perform all work required for:

\_\_\_\_\_

\_\_\_\_\_

In accordance with this Contract and their proposal dated \_\_\_\_\_ all in strict accord with the requirements of the Contract.

The work to be performed under this contract shall be commenced immediately after award is made to the successful bidder and notification by the University that the work shall start, and shall be fully completed within the time stated in the Instructions to Bidders, subject to pertinent provisions of the General Conditions of the Contract Documents.

The amount to be paid to the Contractor by the University, subject to modification on account of changes as herein provided and/or as may be agreed to in writing by both parties to this contract is \_\_\_\_\_

(figures)

\_\_\_\_\_  
(in words)

The University shall make payments on account of the Contract as provided in the Instructions and Specifications.

**Performance and Payment Bond:** To these presents personally came and intervened, herein acting for \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business in the state of Louisiana, as surety, who declared that having taken cognizance of this Contract and of the Construction Documents mentioned herein, he hereby in his capacity as its Attorney in Fact obligates his said company, as surety for the said Contractor, unto the said University, up to the sum of \_\_\_\_\_. 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 University, from all cost and damages which he may suffer by said Contractor's nonperformance or should said Contractor not pay all persons who have and fulfill obligations to perform labor and/or furnish materials in the prosecution of the work provided for herein, including by way of example workmen, laborers, mechanics, and furnishers of materials, machinery, equipment and fixtures, then said Surety agrees and is bound to so perform the Contract upon demand by the University and make said payments in accordance with law.

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

In Witness whereof, the parties hereto on the day and year first above written have executed this agreement in \_\_\_\_\_ counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

This Performance and Payment Bond is accompanied by appropriate Power of Attorney.

WITNESSES:

\_\_\_\_\_  
(CONTRACTOR)

\_\_\_\_\_  
BY: \_\_\_\_\_  
(TITLE)

THE UNIVERSITY OF NEW ORLEANS

\_\_\_\_\_  
BY: \_\_\_\_\_  
\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(SURETY)

\_\_\_\_\_  
(ATTORNEY-IN-FACT)

STATE OF LOUISIANA  
PARISH OF \_\_\_\_\_

AFFIDAVIT ATTESTING THAT PUBLIC CONTRACT  
WAS NOT, NOR WILL NOT BE SECURED  
THROUGH EMPLOYMENT OR PAYMENT OF SOLICITOR

KNOW ALL MEN BY THESE PRESENT, that a public contract is  
contemplated between the UNIVERSITY OF NEW ORLEANS and:

\_\_\_\_\_  
(contractor)

represented by \_\_\_\_\_,  
(title)

who attests that he is empowered and authorized to execute said  
documents.

FURTHER, \_\_\_\_\_, who being duly sworn, does depose and attest that:

(1) 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 of the public building or project or in securing the public contract were in the regular course of their duties for affiant; and

(2) 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 of the public building or project were in the regular course of their duties for affiant.

WITNESSES:

\_\_\_\_\_

BEFORE ME, the undersigned authority, personally appeared, who being duly sworn, deposes the states that the above is true and correct in all respects recited.

\_\_\_\_\_

SWORN TO AND SUBSCRIBED before me this \_\_ day of \_\_, 20\_\_

\_\_\_\_\_  
NOTARY PUBLIC

**Maestri Field Turf Renovation**  
**East Campus**  
**Name of Project**

**BTB 2899 SP5310**  
**Project No.**

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

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

**ATTESTATIONS AFFIDAVIT**

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

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

A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:

- (a) Public bribery (R.S. 14:118)
- (b) Corrupt influencing (R.S. 14:120)

- (c) Extortion (R.S. 14:66)
- (d) Money laundering (R.S. 14:230)

B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

- (a) Theft (R.S. 14:67)
- (b) Identity Theft (R.S. 14:67.16)
- (c) Theft of a business record (R.S. 14:67.20)
- (d) False accounting (R.S. 14:70)
- (e) Issuing worthless checks (R.S. 14:71)

- (f) Bank fraud (R.S. 14:71.1)
- (g) Forgery (R.S. 14:72)
- (h) Contractors; misapplication of payments (R.S. 14:202)
- (i) Malfeasance in office (R.S. 14:134)

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

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

**Maestri Field Turf Renovation**  
**East Campus**  
**Name of Project**

**BTB 2899 SP5310**  
**Project No.**

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

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

\_\_\_\_\_  
**NAME OF BIDDER**

\_\_\_\_\_  
**NAME OF AUTHORIZED SIGNATORY OF BIDDER**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**TITLE OF AUTHORIZED SIGNATORY OF BIDDER**

\_\_\_\_\_  
**SIGNATURE OF AUTHORIZED  
SIGNATORY OF BIDDER/AFFIANT**

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

\_\_\_\_\_  
Notary Public

## University of New Orleans

### 15. PRE-CONSTRUCTION CONFERENCE AGENDA

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

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

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

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

#### 2. Roles of Individuals:

- a. **Designer** – shall be solely responsible for the direction of the project. The Designer shall keep minutes of all meetings, including construction progress meetings, and distribute within 7 days. All instructions to contractor shall come from the designer. All decisions and directions shall be in writing. Verbal instructions shall be immediately confirmed in writing. The Designer and his principal consultants shall visit the project regularly according to the requirements of the Louisiana Capital Improvement Projects Procedure Manual for Design and Construction. The Designer shall NOT assume the role of his principal consultants in site visits. Copies of Designer Site Visit Reports are to be sent to University of New Orleans and the User Agency on a weekly basis.
- b. **Owner** - Designer to receive instructions only from University of New Orleans. Program or design changes shall be approved by University of New Orleans prior to any work being performed by the Designer.
- c. **User Agency** - Address all requests for changes through University of New Orleans. Establish ground rules for the contractor and his personnel while working on

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

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

#### 3. Change Orders:

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

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

#### 4. Invoice Procedure:

- a. Invoices may be submitted in electronic format.
  - 1) Contractor shall submit one Certificate for Payment directly to the Designer. University of New Orleans – Application and Certification for Payment forms shall be used for submittal. Certificate for payment need **not** be notarized.
  - 2) After review, the Designer shall process the Certificate as promptly as possible, in any case within seven (7) days. If a Certificate is held for any reason, written notice stating the reason for delay should be given the owner and the contractor. If a Certificate is changed for any reason, changes will be made to all copies.
  - 3) Distribution of copies shall be as follows:
    - a) Designer forwards one Certificate for Payment directly to University of New Orleans with a transmittal letter/memo.
    - b) Designer forwards copy of transmittal letter and one (1) copy of Certificate to Contractor. One (1) copy retained for Designer records. One (1) copy sent to User Agency.
- b. During construction, designer's invoices shall be sent directly to University of New Orleans.
- c. If federal funds are involved, compliance with additional regulations is required including but not limited to:
  - Davis Bacon Act - Wage rate & payroll records.
  - Drug Free Workplace Act
  - Civil Rights EOP poster with name of EOP person shown.
- d. Stored Materials must be on site for payment to be made. Payment will not be made for materials stored in a bonded warehouse or elsewhere.
- e. An Original 45 Day Clear Lien and an Original Consent of Surety (AIA Form G707) is required prior to final payment to the contractor.

#### 5. Prior Approval:

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

#### 6. Testing Lab:

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

#### 7. Project Sign

When a project sign is specified, select location.

#### 8. Meetings:

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

#### 9. Roofing:

Pre-roofing Conference - establish a direct line of communication, iron out initial questions regarding the project and to review project submittal requirements. This conference should be held shortly after award of the roofing contract and a minimum of six (6) weeks prior to the anticipated start of roofing. Attendance by general contractor, roofing subcontractor and manufacturer's representative is required. A letter from the manufacturer stating the roofer is an approved applicator and sample warranties shall be



submitted at the Pre-roofing Conference, if not before.

- a. General Guidelines for Low Sloped Roofs
  - 1) Details in compliance with NRCA and Roof Manufacturer
  - 2) Concrete Decks are to be primed.
  - 3) Nailable Decks; Red Rosin sheet is required on wood decks.
  - 4) Fastening per manufacturer's requirements to comply with I-90 FM rating.
  - 5) Asphalt
    - a) Type IV asphalt shall be used for all modified bitumen mop-down systems
    - b) Temperature at the point of application shall be the EVT temperature plus or minus 25 degrees.
  - 6) Insulation
    - a) All wet insulation is to be rejected and removed from the site.
    - b) All insulation joints shall be staggered, including daily tie-ins.
  - 7) Metal
    - a) Color Selection
    - b) Gravel guard - use minimal raised lip for areas where drainage is over the edge.
  - 8) Drainage: Most guarantees prohibit water remaining on the roof more than 48 hours.
  - 9) Roofing guarantees
    - a) No dollar limit. Guarantee system from the deck up, naming all products within the system.
    - b) No language about "no pay, no guarantee".
    - c) Warranty start date to be on or very near date of Acceptance of Building Contract. The roofing warranty required for his project must meet the requirements of UNIVERSITY OF NEW ORLEANS. It is important that the roofing manufacturer and applicator are aware of this. An incomplete or incorrect warranty **will** delay acceptance.
    - d) Supplementary Conditions Section 13.3.3, the Nineteenth Judicial Court in and for the Parish of East Baton Rouge, State of Louisiana shall have sole jurisdiction in any action brought under this contract.
  - 10) Manufacturer's specification to be used in support of designer's specification.

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

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

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

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

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

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

## 10. General Correspondence:

- a. Project Number must be on all correspondence.
- b. Contractor shall copy University of New Orleans on any correspondence **if**:
  - 1) It involves a controversial issue.

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

#### **11. Miscellaneous Items to be Discussed as Necessary:**

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

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

#### **12. Pre-Close Out Conference**

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

## SCHEDULE OF VALUES

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

DIVISION 01 – GENERAL REQUIREMENTS	Quantity	Cost
01 00 00 General Requirements	_____	_____
01 32 50 Record Drawings, Shop Drawings, Product Data, Samples and other submittals.	_____	_____
	TOTAL	_____
DIVISION 02 – EXISTING CONDITIONS		
02 30 00 Subsurface Investigation	_____	_____
02 41 00 Demolition	_____	_____
	TOTAL	_____
DIVISION 03 – CONCRETE		
03 01 00 Maintenance of Concrete	_____	_____
03 11 00 Concrete Forming	_____	_____
03 15 00 Concrete Accessories	_____	_____
03 20 00 Concrete Reinforcing	_____	_____
03 30 00 Cast-in-place Concrete	_____	_____
03 40 00 Precast Concrete	_____	_____
03 50 00 Cast Decks & Underlayment	TOTAL	_____
DIVISION 04 – MASONRY		
04 01 00 Maintenance of Masonry	_____	_____
04 05 13 Masonry Mortaring	_____	_____
04 05 19 Masonry Anchorage & Reinforcing	_____	_____
04 05 23 Masonry Accessories	_____	_____
04 20 00 Unit Masonry	TOTAL	_____
DIVISION 05 – METALS		
05 05 23 Metal Fastenings	_____	_____
05 10 00 Structural Metal Framing	_____	_____
05 20 00 Metal Joists	_____	_____
05 30 00 Metal Decking	_____	_____
05 50 00 Metal Fabrications	_____	_____
05 58 00 Formed Metal Fabrications	TOTAL	_____
DIVISION 06 – WOOD, PLASTICS, & COMPOSITES		
06 05 23 Fastening and Adhesives	_____	_____
06 10 00 Rough Carpentry	_____	_____
06 13 00 Heavy Timber	_____	_____
06 17 00 Shop-fabricated Structural Wood	_____	_____
06 20 00 Finish Carpentry	SUB-TOTAL	_____

DISISION 06 – WOOD, PLASTICS, &  
COMPOSITES (CONTINUES)

06 40 00	Architectural Woodwork	_____	_____
06 60 00	Plastic Fabrications	_____	_____
06 80 00	Composite Fabrications	_____	_____
	TOTAL		_____

DIVISION 07 – THERMAL AND MOISTURE  
PROTECTION

07 10 00	Dampproofing and Waterproofing	_____	_____
07 18 00	Traffic Coatings	_____	_____
07 19 00	Water Repellents	_____	_____
07 21 00	Thermal Insulation	_____	_____
07 24 00	Exterior Insulation & Finish Systems	_____	_____
07 25 00	Weather Barriers	_____	_____
07 31 00	Shingles and Shakes	_____	_____
07 32 00	Roof Tiles	_____	_____
07 40 00	Roofing and Siding Panels	_____	_____
07 50 00	Membrane Roofing	_____	_____
07 60 00	Flashing and Sheet Metal	_____	_____
07 61 00	Sheet Metal Roofing	_____	_____
07 70 00	Roof & Wall Specialties and Accessories	_____	_____
07 80 00	Fire and Smoke Protection	_____	_____
07 90 00	Joint Protection	_____	_____
07 95 00	Expansion Control	_____	_____
	TOTAL		_____

DIVISION 08 – OPENINGS

08 11 00	Metal Doors and Frames	_____	_____
08 14 00	Wood Doors	_____	_____
08 15 00	Plastic Doors	_____	_____
08 30 00	Specialty Doors and Frames	_____	_____
08 41 00	Entrances and Storefronts	_____	_____
08 44 00	Curtain Wall and Glazed Assemblies	_____	_____
08 51 00	Metal Windows	_____	_____
08 52 00	Wood Windows	_____	_____
08 53 00	Plastic Windows	_____	_____
08 56 00	Special Function Windows	_____	_____
08 60 00	Roof Windows and Skylights	_____	_____
08 70 00	Hardware	_____	_____
08 80 00	Glazing	_____	_____
08 90 00	Louvers and Vents	_____	_____
	TOTAL		_____

DIVISION 09 – FINISHES

09 22 00	Supports for Plaster and Gypsum Board	_____	_____
09 23 00	Gypsum Plastering	_____	_____
09 24 00	Portland Cement Plastering	_____	_____
09 29 00	Gypsum Board	_____	_____
09 30 00	Tiling	_____	_____
	SUB-TOTAL		_____

DIVISION 09 – FINISHES (CONTINUED)

09 50 00	Acoustical Ceilings	_____	_____
09 54 00	Specialty Ceilings	_____	_____
	Quantity	_____	_____
09 61 00	Flooring Treatment	_____	_____
09 62 00	Specialty Flooring	_____	_____
09 63 00	Masonry Flooring	_____	_____
09 64 00	Wood Flooring	_____	_____
09 65 00	Resilient Flooring	_____	_____
09 66 00	Terrazzo Flooring	_____	_____
09 68 00	Carpeting	_____	_____
09 69 00	Access Flooring	_____	_____
09 97 00	Wall Finishes	_____	_____
09 91 00	Painting	_____	_____
09 97 00	Special Coatings	_____	_____
	TOTAL	_____	_____

DIVISION 10 – SPECIALTIES

10 11 00	Visual Display Surfaces	_____	_____
10 14 00	Signage	_____	_____
10 21 00	Compartments and Cubicles	_____	_____
10 22 00	Partitions	_____	_____
10 26 00	Wall and Door Protection	_____	_____
10 28 00	Toilet, Bath, and Laundry Accessories	_____	_____
10 44 00	Fire Protection Specialties	_____	_____
10 51 00	Lockers	_____	_____
10 56 00	Storage Assemblies	_____	_____
10 82 00	Grilles and Screens	_____	_____
	TOTAL	_____	_____

DIVISION 11 – EQUIPMENT

11 15 00	Security, Detention, and Banking Equipment	_____	_____
11 19 00	Detention Equipment	_____	_____
11 23 00	Commercial Laundry and	_____	_____
	Dry Cleaning Equipment	_____	_____
11 26 00	Unit Kitchens	_____	_____
11 27 00	Photographic Processing Equipment	_____	_____
11 40 00	Foodservice Equipment	_____	_____
11 51 00	Library Equipment	_____	_____
11 52 00	Audio-Visual Equipment	_____	_____
11 53 00	Laboratory Equipment	_____	_____
11 61 00	Theater and Stage Equipment	_____	_____
11 65 00	Athletic and Recreational Equipment	_____	_____
11 70 00	Healthcare Equipment	_____	_____
	TOTAL	_____	_____

DIVISION 12 – FURNISHINGS

12 20 00	Window Treatments	_____	_____
12 30 00	Casework	_____	_____
12 40 00	Furnishings and Accessories	_____	_____
12 50 00	Furniture	_____	_____
	TOTAL	_____	_____

## DIVISION 13 – SPECIAL CONSTRUCTION

13 10 00	Special Facility Components	_____	_____
13 34 00	Fabricated Engineered Structures	_____	_____
13 49 00	Radiation Protection	_____	_____
	TOTAL	_____	_____

## DIVISION 14 – CONVEYING EQUIPMENT

14 20 00	Elevators	_____	_____
14 30 00	Escalators and Moving Walks	_____	_____
14 40 00	Lifts	_____	_____
14 80 00	Scaffolding	_____	_____
	TOTAL	_____	_____

## DIVISION 21 – FIRE SUPPRESSION

21 10 00	Water-Based Fire-Suppression Systems		
	Piping	_____	_____
21 20 00	Fire-Extinguishing Systems	_____	_____
21 30 00	Fire Pumps	_____	_____
	TOTAL	_____	_____

## DIVISION 22 – PLUMBING

22 07 00	Plumbing Insulation	_____	_____
22 11 00	Facility Water Distribution	_____	_____
22 13 00	Facility Sanitary Sewerage	_____	_____
22 14 00	Facility Storm Drainage	_____	_____
22 30 00	Plumbing Equipment	_____	_____
22 40 00	Plumbing Fixtures	_____	_____
	TOTAL	_____	_____

## DIVISION 23 – HEATING, VENTILATING, & AIR-CONDITIONING

23 05 93	Testing, Adjusting, & Balancing for HVAC	_____	_____
23 07 00	HVAC Insulation	_____	_____
23 09 00	Instrumentation & Control for HVAC	_____	_____
23 13 00	Facility Fuel-Storage Tanks	_____	_____
23 20 00	HVAC Piping and Pumps	_____	_____
23 30 00	HVAC Air Distribution	_____	_____
23 40 00	HVAC Air Cleaning Devices	_____	_____
23 50 00	Central Heating Equipment	_____	_____
23 60 00	Central Cooling Equipment	_____	_____
23 70 00	Central HVAC Equipment	_____	_____
	TOTAL	_____	_____

## DIVISION 26 – ELECTRICAL

26 09 00	Instrumentation & Control for Electrical Systems	_____	_____
26 10 00	Medium-Voltage Electrical Distribution	_____	_____
26 20 00	Low-Voltage Electrical Transmission	_____	_____
26 27 00	Low-Voltage Distribution Equipment	_____	_____
26 30 00	Facility Electrical Power Generating & Storage Equipment	_____	_____
26 40 00	Electrical and Cathodic Protection	_____	_____
26 50 00	Lighting	_____	_____
	TOTAL	_____	_____

DIVISION 27 – COMMUNICATIONS

27 10 00	Structured Cabling	_____	_____
27 20 00	Data Communications	_____	_____
27 30 00	Voice Communications	_____	_____
27 40 00	Audio-Video Communications	_____	_____
27 50 00	Distributed Communications & Monitoring Systems	_____	_____
		TOTAL	_____

DIVISION 28 – ELECTRONIC SAFETY AND  
SECURITY

28 10 00	Electronic Access Control & Intrusion Detection	_____	_____
28 20 00	Electronic Surveillance	_____	_____
28 30 00	Electronic Detection and Alarm	_____	_____
28 40 00	Electronic Monitoring and Control	_____	_____
		TOTAL	_____

DIVISION 31 – EARTHWORK

31 10 00	Site Clearing	_____	_____
31 20 00	Earth Moving	_____	_____
31 31 00	Soil Treatment	_____	_____
31 32 00	Soil Stabilization	_____	_____
31 40 00	Shoring and Underpinning	_____	_____
31 50 00	Excavation Support and Protection	_____	_____
31 60 00	Special Foundations and Load- Bearing Elements	_____	_____
		TOTAL	_____

DIVISION 32 – EXTERIOR IMPROVEMENTS

32 10 00	Bases, Ballasts, and Paving	_____	_____
32 30 00	Site Improvements	_____	_____
32 90 00	Planting	_____	_____
		TOTAL	_____

DIVISION 33 – UTILITIES

33 10 00	Water Utilities	_____	_____
33 30 00	Sanitary Sewerage Utilities	_____	_____
33 40 00	Storm Drainage Utilities	_____	_____
33 50 00	Fuel Distribution Utilities	_____	_____
33 60 00	Hydronic & Steam Energy Utilities	_____	_____
33 70 00	Electrical Utilities	_____	_____
33 80 00	Communications Utilities	_____	_____
		TOTAL	_____

DIVISION 34 – TRANSPORTATION

34 00 00	Transportation	_____	_____
		TOTAL	_____

DIVISION 35 – WATERWAY AND MARINE  
CONSTRUCTIONS

35 00 00	Waterway and Marine construction	_____	_____
		TOTAL	_____

DIVISION 40-43 – PROCESS EQUIPMENT

DIVISION 44 – POLLUTION CONTROL  
EQUIPMENT

44 40 00	Water Treatment Equipment	_____	_____
44 41 00	Packaged Water Treatment Plants	_____	_____
44 50 00	Solid Waste Control	_____	_____
		TOTAL	_____

DIVISION 45 – INDUSTRY SPECIFIC  
MANUFACTURING  
EQUIPMENT

DIVISION 48 – ELECTRICAL POWER  
GENERATION

48 10 00	Electrical Power Generation Equipment	_____	_____
48 70 00	Electrical Power Generation Testing	_____	_____
		TOTAL	_____



University of New Orleans  
**CHANGE ORDER**

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

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

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

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

<b>RECOMMENDED</b>	<b>ACCEPTED</b>	<b>APPROVED</b>
Designer's Name: _____	Contractor's Name: _____	Project Manager: _____
Address: _____	Address: _____	University of New Orleans
Email Address: _____	Email Address: _____	
By: _____	By: _____	By: _____
Date: _____	Date: _____	Date: _____

**UNIVERSITY OF NEW ORLEANS Use Only**

<b>Classification</b>	<b>Amount</b>	<b>Classification</b>	<b>Amount</b>
<b>Omission (Type "O")*</b>	_____	<b>Miscellaneous (Type "M")</b>	_____
<b>Error (Type "E")*</b>	_____	<b>Owner Requested (Type "R")</b>	_____

Senior Manager/Assistant Director approval: \_\_\_\_\_

**COMMENTS:**

# Construction Contract Change Order SUMMARY

State of Louisiana  
University of New Orleans

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

State Project No. \_\_\_\_\_  
WBS No. \_\_\_\_\_  
Project Name: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Description of Work: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

General Contractor Direct Costs - Breakdown No. \_\_\_\_\_

(See attached breakdown)

Total General Contractor Cost

(General Contract Direct Cost plus OH&P)

\_\_\_\_\_%  
(Max: 8%)

Subcontractor Cost Breakdowns

(See attached.)

Subcontractor Name	Breakdown No.	A Total Direct Cost	B OH&P (Max 8%)	C Total A+(A X B)
			%	
_____	_____	_____	____%	_____
_____	_____	_____	____%	_____
_____	_____	_____	____%	_____
_____	_____	_____	____%	_____
_____	_____	_____	____%	_____
_____	_____	_____	____%	_____
_____	_____	_____	____%	_____
_____	_____	_____	____%	_____

Subcontractor Direct Costs Total

(Sum column A)

\$ -

Subcontractor Direct Costs + Subcontractor OH&P

(Sum column C)

General Contractor OH&P on Subcontractor Direct Cost at

(Sum column A times General Contractor OH&P rate. )

\_\_\_\_\_%  
(Max: 8%)

Total Subcontractor Costs

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

Change Order Subtotal

(Sum of Total General Contractor Costs and Total Subcontractor Costs)

Performance and Payment Bond at

(Change Order Subtotal times Performance and Payment Bond rate)

0.75 %

Amount will be ☐ increased ☐ decreased ☐ unchanged by

(Sum of Change Order Subtotal and Performance and Payment Bond)

Days will be ☐ increased ☐ decreased ☐ unchanged by

(Attach supporting data such as meteorological reports)

# Construction Contract Change Order BREAKDOWN

State of Louisiana  
University of New Orleans

State Project No. \_\_\_\_\_

WBS No. \_\_\_\_\_

Project Name: \_\_\_\_\_

Breakdown No. \_\_\_\_\_

Item No. \_\_\_\_\_

RFI No. (or COR, CPR, etc.) \_\_\_\_\_

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

Contractor/Subcontractor Name: \_\_\_\_\_

## Direct Cost of Work :

### A. Labor

Check here if explained on the Comment Sheet

1  
2  
3  
4  
5  
6  
7

☐  
☐  
☐  
☐  
☐  
☐  
☐

Hourly Wage Rate

Hours

Total Cost

Add Labor Burden @ \_\_\_\_\_ %

**LABOR TOTAL**

### B. Material

1  
2  
3  
4  
5  
6  
7

☐  
☐  
☐  
☐  
☐  
☐  
☐

Unit Price

Unit

Units

Total Cost

(Copies of invoices may be required.)

Add Tax @ \_\_\_\_\_ %

**MATERIAL TOTAL**

### C. Equipment

1  
2  
3  
4  
5  
6  
7

☐  
☐  
☐  
☐  
☐  
☐  
☐

Unit Rate

Unit

Units

Total Cost

(Copies of invoices may be required.)

Add Tax @ \_\_\_\_\_ %

**EQUIPMENT TOTAL**

**TOTAL DIRECT COST FOR THIS BREAKDOWN:**

(Sum A, B & C)

Construction Contract Change Order  
**BREAKDOWN COMMENT SHEET**

State of Louisiana  
University of New Orleans  
State Project No. \_\_\_\_\_  
WBS No. \_\_\_\_\_  
Project Name: \_\_\_\_\_

Breakdown No. \_\_\_\_\_  
Item No. \_\_\_\_\_  
RFI No. (or COR, CPR, etc.) \_\_\_\_\_  
Date: \_\_\_\_\_

Contractor/Subcontractor Name: \_\_\_\_\_

**A. Labor**

No. (From BREAKDOWN Sheet)


**B. Material**


**C. Equipment**


# Construction Contract Change Order

## UNIT PRICE BREAKDOWN

State of Louisiana	Breakdown No.	_____
University of New Orleans	Item No.	_____
State Project No.	RFI No. (or COR, CPR, etc.)	_____
WBS No.	Date:	_____
Project Name:		_____

Contractor/Subcontractor Name: \_\_\_\_\_

### Unit Price Tabulation

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

Unit Price Description	Reference*	Unit Price	Units	Total
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

\* Reference Legend: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Unit Price Total:**  
(Sum Total column)

## University of New Orleans

### Instructions for Change Order Back Up Forms

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

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

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

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

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

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

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

#### **CHANGE ORDER:**

**Project identification information:** Complete as required. The Site Code, State ID and CFMS / SRM No(s). (contract numbers) can be obtained from the FP&C Project Manager.

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

**New Contract Sum:** Calculate the new contract amount using the original contract amount, previous change orders and the new change order. Select the appropriate word for increase, decrease or unchanged, and delete the terms that don't apply.

**New Contract Completion Date and Revised Time:** Calculate the new contract time using the original Contract Completion Date and Contract Time, previous changes in time and the change in time by this change order. Select the appropriate word for increase, decrease or unchanged and delete the terms that don't apply. Show days in the main column and the date in the blank indicated.

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

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

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

**APPROVED:** For approval by FP&C.

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

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

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

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

**Contractor:** Name of General Contractor.

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

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

**General Contractor Total Cost:** Show the total General Contractor Cost plus the General Contractor's overhead and profit. The overhead and profit shall not exceed 8% of the Direct Cost.

**Subcontractor Cost Breakdowns:** List each subcontractor, Breakdown No. and Total Direct Cost (in column "A") from the attached BREAKDOWN sheets. Show the subcontractor's overhead and profit percentage in column "B" and show the calculated total of the direct cost plus the percentage of the direct cost in column "C." If the electronic version of the form is being used, column "C" will be automatically calculated. The overhead and profit shall not exceed 8% of the Total Direct Cost.

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

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

**General Contractor OH&P on Subcontractor Direct Cost at \_\_\_\_%.** The contractors overhead and profit on the subcontractors' direct cost (without subcontractor OH&P.) Enter the percentage of the contractor's OH&P on the subcontractors' work (not to exceed 8%) and show the calculated total of the subcontractors' direct cost plus the percentage of the direct cost in the space. Automatic calculation.

**Total Subcontractor Costs:** Total of the last two spaces.

**Change Order Subtotal:** Total of change order except bond.

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

**Amount will be (increased) (decreased) (unchanged) by:** Add bond and calculate total change order amount. Indicate "increase," "decrease" or "unchanged", and delete the terms that don't apply.

**Days will be (increased) (decreased) (unchanged) by:** Show the number of days to be added or deleted from the contract, if any, due to changes in scope, adverse weather, unusual delays or other factors, **only** if it is proven the critical path is affected. Note that a change in scope does not necessarily indicate a change in time. Indicate "increased," "decreased" or "unchanged", and **delete the terms that don't apply.**

## **BREAKDOWN:**

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

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

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

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

**Contractor:** Name of General Contractor or Subcontractor.

### **Direct Cost of Work:**

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

**A. Labor:** Include the “wages paid” hourly direct labor and/or foreman necessary to perform the required change. “Wages paid” is the amount actually paid the employee, not the fully burdened charge rate used in the bid, etc. Supervisory personnel in district or home office shall not be included. Do not include the project superintendent, except as permitted by Section 7.2 of Supplementary Conditions. Supervisory personnel on the job-site, but with broad supervisory responsibility shall not be included as Direct Labor, except as permitted by Section 7.2 of Supplementary Conditions. Typically there will be only one superintendent on the job and his/her time shall not be included, except as permitted by Section 7.2 of Supplementary Conditions. Typically all other employees are eligible for inclusion. List by job title each person employed on the work, his/her hourly rate, the number hours work and the extended Total Cost. Do not list crews unless the rates for them are readily available in standard cost estimating references such as R. S. Means. Add the labor burden that was provided at the Pre-Construction conference and in compliance with the Contract Documents, and total the amounts in LABOR TOTAL.

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

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

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

## **COMMENTS SHEET:**

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

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



## **UNIT PRICE BREAKDOWN:**

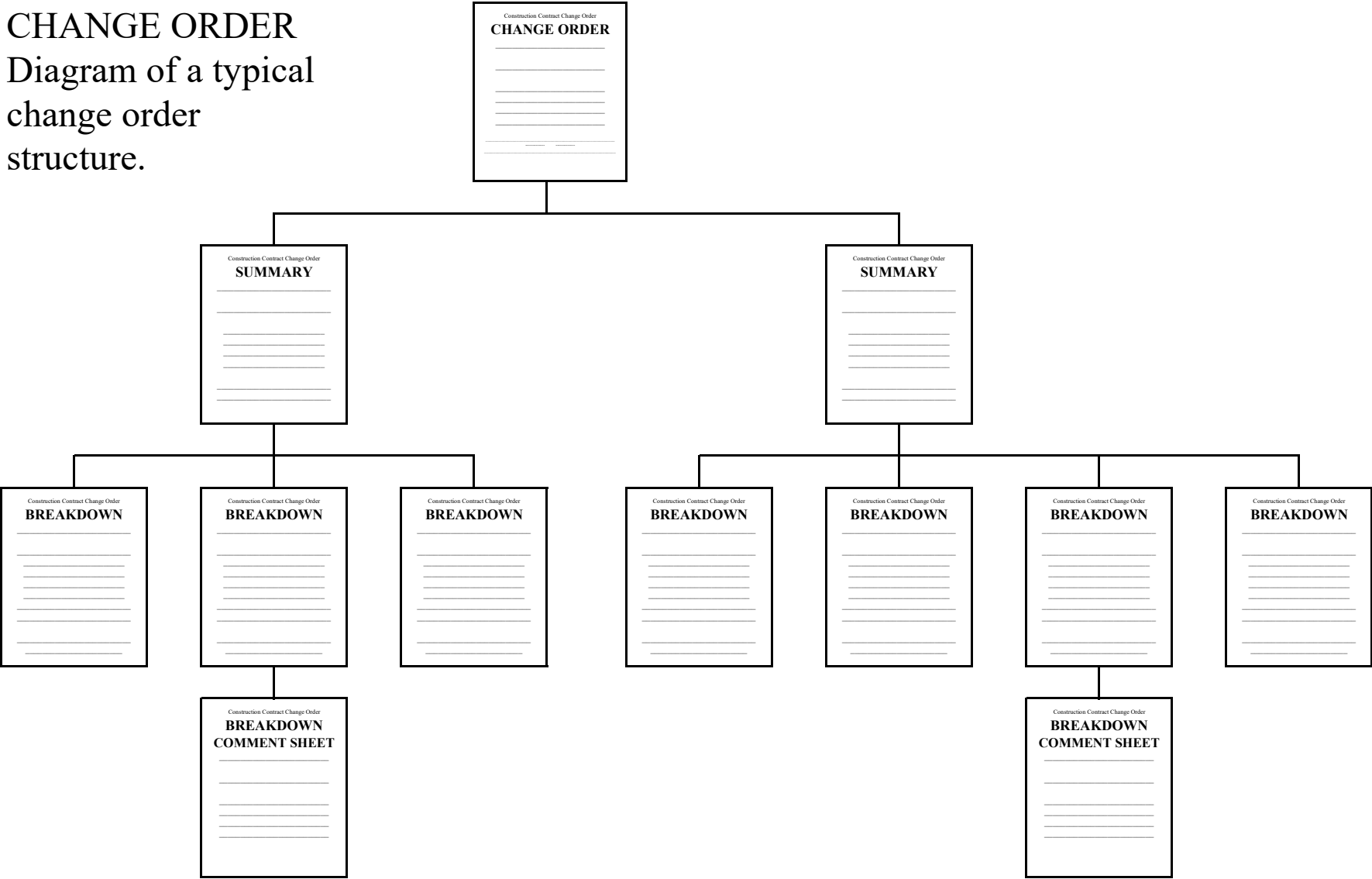
The UNIT PRICE BREAKDOWN uses the same heading as the BREAKDOWN.

The UNIT PRICE BREAKDOWN is similar to the BREAKDOWN.

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

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

CHANGE ORDER  
Diagram of a typical  
change order  
structure.



❖ NOT FOR RECORDATION PURPOSES ❖

University of New Orleans  
**RECOMMENDATION OF ACCEPTANCE**

TO: University of New Orleans  
2000 Lakeshore Drive  
New Orleans, LA 70148

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*Design Firm Name and Address*

DATE: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

PROJECT NUMBER: \_\_\_\_\_ WBS No. \_\_\_\_\_

SITE CODE: \_\_\_\_\_ STATE ID: \_\_\_\_\_ CFMS/SRM #: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_

ORIGINAL CONTRACT AMOUNT: \$ \_\_\_\_\_

FINAL CONTRACT AMOUNT: \$ \_\_\_\_\_

FINAL BUILDING AREA (SQ. FEET): \_\_\_\_\_

I certify that, to the best of my knowledge and belief, this project is substantially complete in accordance with the Plans and Specifications to the point where it can be used for the purpose which was intended. It is recommended that it be accepted.

DATE OF ACCEPTANCE: \_\_\_\_\_

CONTRACT DATE OF COMPLETION: \_\_\_\_\_

NUMBER OF DAYS (OVERRUN) (UNDERRUN) (As of Acceptance Date) \_\_\_\_\_

LIQUIDATED DAMAGES PER DAY STIPULATED IN CONTRACT \$ \_\_\_\_\_

VALUE OF PUNCH LIST \$ \_\_\_\_\_

Was part of project occupied prior to Acceptance? ☐ No ☐ Yes, see attached Partial Occupancy Forms

ADA Certificate of Compliance Required? ☐ No ☐ Yes, see attached form.

La. Building Code Certificate of Compliance Required? ☐ No ☐ Yes, see attached form.

ROOF GUAR-MANUF: \_\_\_\_\_ START DATE: \_\_\_\_\_ END DATE: \_\_\_\_\_

ROOFER: \_\_\_\_\_ START DATE: \_\_\_\_\_ END DATE: \_\_\_\_\_

Signed: \_\_\_\_\_  
DESIGNER

**FOR USE OF PROJECT MANAGER:**

Signed: \_\_\_\_\_  
PROJECT MANAGER

c: User Agency

❖ NOT FOR RECORDATION PURPOSES ❖

**CERTIFICATE OF COMPLIANCE**  
with  
**Americans with Disabilities Act and Architectural Barriers Act**  
**Accessibility Guidelines**

TO: University of New Orleans  
2000 Lakeshore Drive  
New Orleans, LA 70148

FROM:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*Design Firm Name and Address*

PROJECT NAME:

\_\_\_\_\_

PROJECT No.:

\_\_\_\_\_

WBS No.:

\_\_\_\_\_

SITE CODE: \_\_\_\_\_ STATE ID: \_\_\_\_\_

DATE OF ACCEPTANCE: \_\_\_\_\_

I, \_\_\_\_\_ certify that, to the best of my knowledge and belief, this project has been constructed in compliance with the Americans with Disabilities Act and Architectural Barriers Act Accessibility Guidelines as reviewed by the fire marshal.

\_\_\_\_\_  
*Designer Signature* Date: \_\_\_\_\_

**State of Louisiana**  
**DIVISION OF ADMINISTRATION**  
**Facility Planning and Control**

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

TO: University of New Orleans  
2000 Lakeshore Drive  
New Orleans, LA 70148

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*Design Firm or Owner/User Name and Address*

PROJECT NAME: \_\_\_\_\_

PROJECT No.: \_\_\_\_\_

WBS No.: \_\_\_\_\_

SITE CODE: \_\_\_\_\_ STATE ID: \_\_\_\_\_

DATE OF ACCEPTANCE: \_\_\_\_\_

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

\_\_\_\_\_  
*(Signature of Designer or Owner/User)* Date: \_\_\_\_\_

UNIVERSITY OF NEW ORLEANS				PAYMENT REQUEST #		Page ____ of ____																			
Project:				Contractor:																					
SP#				SB#																					
<div style="text-align: center; font-weight: bold;">CHANGE ORDER SUMMARY</div> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: left;">Change Order History</th> <th rowspan="2" style="text-align: center;">ADDITIONS</th> <th rowspan="2" style="text-align: center;">DEDUCTIONS</th> </tr> <tr> <th style="text-align: center;">Number</th> <th style="text-align: center;">Date</th> </tr> <tr> <td style="height: 40px;"></td> <td></td> <td></td> <td></td> </tr> <tr> <td colspan="2" style="text-align: center;">TOTALS</td> <td></td> <td></td> </tr> <tr> <td colspan="2" style="text-align: center;">Net Change by Change Orders</td> <td></td> <td></td> </tr> </table>				Change Order History		ADDITIONS	DEDUCTIONS	Number	Date					TOTALS				Net Change by Change Orders				<div style="text-align: right;"> ORIGINAL CONTRACT SUM..... \$ _____  Net change by Change Orders..... \$ _____  CONTRACT SUM TO DATE..... \$ _____    <b>TOTAL COMPLETED &amp; STORED TO DATE.....</b> \$ _____  (See Schedule of Values)    RETAINAGE _____ %..... \$ _____  TOTAL EARNED LESS RETAINAGE..... \$ _____  LESS PREVIOUS PAYMENTS/APPLICATIONS. \$ _____    <b>PAYMENT DUE THIS REQUEST.....</b> \$ _____ </div>			
Change Order History		ADDITIONS	DEDUCTIONS																						
Number	Date																								
TOTALS																									
Net Change by Change Orders																									
UNIVERSITY OF NEW ORLEANS	FS	I CERTIFY THAT THE GOODS OR SERVICES REFERENCED ON THIS INVOICE HAVE BEEN RENDERED AND PAYMENT OF THESE CHARGES IS ACCEPTABLE AS INDICATED BELOW.  DATE RECEIVED: _____ DEPARTMENT CHAIRMAN/ AUTHORIZED REPRESENTATIVE: _____  ____ APPROVED WITHOUT EXCEPTION  ____ APPROVED WITH EXCEPTION(S) AS NOTED		APPROVALS	CONTRACTOR:		DATE:																		
	PURCHASING	P.O. NO. _____ DATE _____ V# _____ ACCOUNT NO. _____ OBJECT _____ BPO _____ E.O. NO. _____ COMPLETE ( ) PARTIAL ( ) APPROVED _____ DATE _____			ARCHITECT:		DATE:																		
					FS:		DATE:																		



# AIA® Document A201® – 2017

## **General Conditions of the Contract for Construction**

for the following PROJECT:

Maestri Field Turf Renovation - East Campus

### **THE OWNER:**

*(Name, legal status and address)*

University of New Orleans Purchasing Office,  
Administration Annex Bldg, Room 1000G,  
New Orleans, LA 70148

### **THE ARCHITECT:**

*(Name, legal status and address)*

Simpson Sports Engineering, LLC

4241 Little Farms Dr.

Zachary, LA 70791

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

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

### **TABLE OF ARTICLES**

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

Init.

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was created on 05/12/2022 10:43:09 under the terms of AIA Documents on Demand® Order No. 2114323117, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Documents-on-Demand - End User License Agreement. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).



## INDEX

(Topics and numbers in bold are Section headings.)

### Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

### Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, **12.3**

### Access to Work

**3.16**, 6.2.1, **12.1**

### Accident Prevention

10

### Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,  
10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

### Addenda

1.1.1

### Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

### Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.4**

### Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**

### Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

### Advertisement or Invitation to Bid

1.1.1

### Aesthetic Effect

4.2.13

### Allowances

**3.8**

### Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10

### Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9,  
3.12.10.1, 4.2.7, 9.3.2, 13.4.1

### Arbitration

8.3.1, 15.3.2, **15.4**

## ARCHITECT

4

### Architect, Definition of

**4.1.1**

### Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2,  
9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1,  
13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1

### Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2,  
4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4,  
9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2

### Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

### Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

### Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

### Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

### Architect's Copyright

1.1.7, 1.5

### Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3,  
7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1,  
13.4.2, 15.2

### Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4

### Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

### Architect's Interpretations

4.2.11, 4.2.12

### Architect's Project Representative

4.2.10

### Architect's Relationship with Contractor

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,  
3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16,  
3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5,  
9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2

### Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3

### Architect's Representations

9.4.2, 9.5.1, 9.10.1

### Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

### Asbestos

10.3.1

### Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

### Award of Separate Contracts

6.1.1, 6.1.2

### Award of Subcontracts and Other Contracts for Portions of the Work

**5.2**

### Basic Definitions

**1.1**

### Bidding Requirements

1.1.1

### Binding Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5,  
15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1

### Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

### Bonds, Performance, and Payment

7.3.4.4, 9.6.7, 9.10.3, 11.1.2, 11.1.3, 11.5

### Building Information Models Use and Reliance

**1.8**

### Building Permit

3.7.1

### Capitalization

**1.3**

### Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

## **Certificates for Payment**

4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4

Certificates of Inspection, Testing or Approval  
13.4.4

Certificates of Insurance  
9.10.2

## **Change Orders**

1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2

Change Orders, Definition of

**7.2.1**

## **CHANGES IN THE WORK**

2.2.2, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5

Claims, Definition of

**15.1.1**

Claims, Notice of  
1.6.2, 15.1.3

## **CLAIMS AND DISPUTES**

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4

Claims and Timely Assertion of Claims  
15.4.1

Claims for Additional Cost

3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**

Claims for Additional Time

3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**

Concealed or Unknown Conditions, Claims for  
**3.7.4**

Claims for Damages

3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7

Claims Subject to Arbitration  
15.4.1

Cleaning Up

**3.15**, **6.3**

Commencement of the Work, Conditions Relating to  
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**

Commencement of the Work, Definition of  
**8.1.2**

Communications

3.9.1, **4.2.4**

Completion, Conditions Relating to

3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2

## **COMPLETION, PAYMENTS AND**

**9**

Completion, Substantial

3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2

Compliance with Laws

2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2

Consolidation or Joinder

**15.4.4**

## **CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

1.1.4, **6**

Construction Change Directive, Definition of  
**7.3.1**

Construction Change Directives

1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1

Construction Schedules, Contractor's

3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Contingent Assignment of Subcontracts

**5.4**, 14.2.2.2

Continuing Contract Performance

**15.1.4**

Contract, Definition of

**1.1.2**

## **CONTRACT, TERMINATION OR SUSPENSION OF THE**

**5.4.1.1**, **5.4.2**, **11.5**, **14**

Contract Administration

3.1.3, **4**, **9.4**, **9.5**

Contract Award and Execution, Conditions Relating to  
3.7.1, 3.10, 5.2, 6.1

Contract Documents, Copies Furnished and Use of  
1.5.2, 2.3.6, **5.3**

Contract Documents, Definition of

**1.1.1**

Contract Sum

2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, **9.2**, **9.4.2**, **9.5.1.4**, **9.6.7**, **9.7**, **10.3.2**, **11.5**, **12.1.2**, **12.3**, **14.2.4**, **14.3.2**, **15.1.4.2**, **15.1.5**, **15.2.5**

Contract Sum, Definition of

**9.1**

Contract Time

1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, **7**, **7**, **7.3.10**, **7.4**, **8.1.1**, **8.2.1**, **8.2.3**, **8.3.1**, **9.5.1**, **9.7**, **10.3.2**, **12.1.1**, **12.1.2**, **14.3.2**, **15.1.4.2**, **15.1.6.1**, **15.2.5**

Contract Time, Definition of

**8.1.1**

## **CONTRACTOR**

**3**

Contractor, Definition of

**3.1**, **6.1.2**

Contractor's Construction and Submittal

**Schedules**

**3.10**, **3.12.1**, **3.12.2**, **4.2.3**, **6.1.3**, **15.1.6.2**

Contractor's Employees

2.2.4, 3.3.2, 3.4.3, 3.8.1, **3.9**, **3.18.2**, **4.2.3**, **4.2.6**, **10.2**, **10.3**, **11.3**, **14.1**, **14.2.1.1**



## **Contractor's Liability Insurance**

### **11.1**

Contractor's Relationship with Separate Contractors and Owner's Forces

3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4

Contractor's Relationship with Subcontractors

1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4

Contractor's Relationship with the Architect

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1

Contractor's Representations

3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

Contractor's Responsibility for Those Performing the Work

3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor's Review of Contract Documents

3.2

Contractor's Right to Stop the Work

2.2.2, 9.7

Contractor's Right to Terminate the Contract

14.1

Contractor's Submittals

3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3

Contractor's Superintendent

3.9, 10.2.6

Contractor's Supervision and Construction

Procedures

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4

Coordination and Correlation

1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1

Copies Furnished of Drawings and Specifications

1.5, 2.3.6, 3.11

Copyrights

1.5, 3.17

Correction of Work

2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1

**Correlation and Intent of the Contract Documents**

**1.2**

**Cost, Definition of**

**7.3.4**

Costs

2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14

**Cutting and Patching**

**3.14, 6.2.5**

Damage to Construction of Owner or Separate Contractors

3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damage to the Work

3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damages, Claims for

3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7

Damages for Delay

6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2

**Date of Commencement of the Work, Definition of**

**8.1.2**

**Date of Substantial Completion, Definition of**

**8.1.3**

**Day, Definition of**

**8.1.4**

Decisions of the Architect

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2

**Decisions to Withhold Certification**

9.4.1, 9.5, 9.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance, Rejection and Correction of

2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1

Definitions

1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1

**Delays and Extensions of Time**

**3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5**

**Digital Data Use and Transmission**

**1.7**

Disputes

6.3, 7.3.9, 15.1, 15.2

**Documents and Samples at the Site**

**3.11**

**Drawings, Definition of**

**1.1.5**

Drawings and Specifications, Use and Ownership of

3.11

Effective Date of Insurance

8.2.2

**Emergencies**

**10.4, 14.1.1.2, 15.1.5**

Employees, Contractor's

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1

Equipment, Labor, or Materials

1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Execution and Progress of the Work

1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

Extensions of Time

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, 15.2.5

**Failure of Payment**

9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

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

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



## Modifications to the Contract

1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2

## Mutual Responsibility

### 6.2

#### Nonconforming Work, Acceptance of

9.6.6, 9.9.3, 12.3

Nonconforming Work, Rejection and Correction of  
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2

#### Notice

1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2, 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1

Notice of Cancellation or Expiration of Insurance  
11.1.4, 11.2.3

#### Notice of Claims

1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, 15.1.3, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1

#### Notice of Testing and Inspections

13.4.1, 13.4.2

#### Observations, Contractor's

3.2, 3.7.4

#### Occupancy

2.3.1, 9.6.6, 9.8

#### Orders, Written

1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1

## OWNER

### 2

#### Owner, Definition of

##### 2.1.1

#### Owner, Evidence of Financial Arrangements

2.2, 13.2.2, 14.1.1.4

#### Owner, Information and Services Required of the

2.1.2, 2.2, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

#### Owner's Authority

1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7

#### Owner's Insurance

##### 11.2

#### Owner's Relationship with Subcontractors

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

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

2.5, 14.2.2

#### Owner's Right to Clean Up

##### 6.3

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

##### 6.1

## Owner's Right to Stop the Work

### 2.4

#### Owner's Right to Suspend the Work

14.3

#### Owner's Right to Terminate the Contract

14.2, 14.4

#### Ownership and Use of Drawings, Specifications and Other Instruments of Service

1.1.1, 1.1.6, 1.1.7, 1.5, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3

#### Partial Occupancy or Use

9.6.6, 9.9

#### Patching, Cutting and

3.14, 6.2.5

#### Patents

3.17

#### Payment, Applications for

4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3

#### Payment, Certificates for

4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4

#### Payment, Failure of

9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

#### Payment, Final

4.2.1, 4.2.9, 9.10, 12.3, 14.2.4, 14.4.3

#### Payment Bond, Performance Bond and

7.3.4.4, 9.6.7, 9.10.3, 11.1.2

#### Payments, Progress

9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4

## PAYMENTS AND COMPLETION

### 9

#### Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

#### PCB

10.3.1

#### Performance Bond and Payment Bond

7.3.4.4, 9.6.7, 9.10.3, 11.1.2

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

2.3.1, 3.7, 3.13, 7.3.4.4, 10.2.2

## PERSONS AND PROPERTY, PROTECTION OF

### 10

#### Polychlorinated Biphenyl

10.3.1

#### Product Data, Definition of

3.12.2

#### Product Data and Samples, Shop Drawings

3.11, 3.12, 4.2.7

#### Progress and Completion

4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.4

#### Progress Payments

9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4

#### Project, Definition of

1.1.4

#### Project Representatives

4.2.10

## **Property Insurance**

10.2.5, 11.2

## **Proposal Requirements**

1.1.1

## **PROTECTION OF PERSONS AND PROPERTY**

### **10**

#### **Regulations and Laws**

1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4

#### **Rejection of Work**

4.2.6, 12.2.1

#### **Releases and Waivers of Liens**

9.3.1, 9.10.2

#### **Representations**

3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1

#### **Representatives**

2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1

#### **Responsibility for Those Performing the Work**

3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10

#### **Retainage**

9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3

#### **Review of Contract Documents and Field**

##### **Conditions by Contractor**

3.2, 3.12.7, 6.1.3

#### **Review of Contractor's Submittals by Owner and Architect**

3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2

#### **Review of Shop Drawings, Product Data and Samples by Contractor**

3.12

#### **Rights and Remedies**

1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2, 12.2.4, 13.3, 14, 15.4

#### **Royalties, Patents and Copyrights**

3.17

#### **Rules and Notices for Arbitration**

15.4.1

#### **Safety of Persons and Property**

10.2, 10.4

#### **Safety Precautions and Programs**

3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4

#### **Samples, Definition of**

3.12.3

#### **Samples, Shop Drawings, Product Data and**

3.11, 3.12, 4.2.7

#### **Samples at the Site, Documents and**

3.11

#### **Schedule of Values**

9.2, 9.3.1

#### **Schedules, Construction**

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

#### **Separate Contracts and Contractors**

1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2

#### **Separate Contractors, Definition of**

6.1.1

#### **Shop Drawings, Definition of**

3.12.1

#### **Shop Drawings, Product Data and Samples**

3.11, 3.12, 4.2.7

#### **Site, Use of**

3.13, 6.1.1, 6.2.1

#### **Site Inspections**

3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4

#### **Site Visits, Architect's**

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

#### **Special Inspections and Testing**

4.2.6, 12.2.1, 13.4

#### **Specifications, Definition of**

1.1.6

#### **Specifications**

1.1.1, 1.1.6, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14

#### **Statute of Limitations**

15.1.2, 15.4.1.1

#### **Stopping the Work**

2.2.2, 2.4, 9.7, 10.3, 14.1

#### **Stored Materials**

6.2.1, 9.3.2, 10.2.1.2, 10.2.4

#### **Subcontractor, Definition of**

5.1.1

#### **SUBCONTRACTORS**

5

#### **Subcontractors, Work by**

1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7

#### **Subcontractual Relations**

5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1

#### **Submittals**

3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3

#### **Submittal Schedule**

3.10.2, 3.12.5, 4.2.7

#### **Subrogation, Waivers of**

6.1.1, 11.3

#### **Substances, Hazardous**

10.3

#### **Substantial Completion**

4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2

#### **Substantial Completion, Definition of**

9.8.1

#### **Substitution of Subcontractors**

5.2.3, 5.2.4

#### **Substitution of Architect**

2.3.3

#### **Substitutions of Materials**

3.4.2, 3.5, 7.3.8

#### **Sub-subcontractor, Definition of**

5.1.2

#### **Subsurface Conditions**

3.7.4

#### **Successors and Assigns**

13.2

Init.



## **Superintendent**

3.9, 10.2.6

## **Supervision and Construction Procedures**

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4

## **Suppliers**

1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1

## **Surety**

5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7

## **Surety, Consent of**

9.8.5, 9.10.2, 9.10.3

## **Surveys**

1.1.7, 2.3.4

## **Suspension by the Owner for Convenience**

14.3

## **Suspension of the Work**

3.7.5, 5.4.2, 14.3

## **Suspension or Termination of the Contract**

5.4.1.1, 14

## **Taxes**

3.6, 3.8.2.1, 7.3.4.4

## **Termination by the Contractor**

14.1, 15.1.7

## **Termination by the Owner for Cause**

5.4.1.1, 14.2, 15.1.7

## **Termination by the Owner for Convenience**

14.4

## **Termination of the Architect**

2.3.3

## **Termination of the Contractor Employment**

14.2.2

## **TERMINATION OR SUSPENSION OF THE CONTRACT**

14

## **Tests and Inspections**

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, 13.4

## **TIME**

8

## **Time, Delays and Extensions of**

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

## **Time Limits**

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,

9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4

## **Time Limits on Claims**

3.7.4, 10.2.8, 15.1.2, 15.1.3

## **Title to Work**

9.3.2, 9.3.3

## **UNCOVERING AND CORRECTION OF WORK**

12

## **Uncovering of Work**

12.1

## **Unforeseen Conditions, Concealed or Unknown**

3.7.4, 8.3.1, 10.3

## **Unit Prices**

7.3.3.2, 9.1.2

## **Use of Documents**

1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

## **Use of Site**

3.13, 6.1.1, 6.2.1

## **Values, Schedule of**

9.2, 9.3.1

## **Waiver of Claims by the Architect**

13.3.2

## **Waiver of Claims by the Contractor**

9.10.5, 13.3.2, 15.1.7

## **Waiver of Claims by the Owner**

9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, 15.1.7

## **Waiver of Consequential Damages**

14.2.4, 15.1.7

## **Waiver of Liens**

9.3, 9.10.2, 9.10.4

## **Waivers of Subrogation**

6.1.1, 11.3

## **Warranty**

3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2

## **Weather Delays**

8.3, 15.1.6.2

## **Work, Definition of**

1.1.3

## **Written Consent**

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2

## **Written Interpretations**

4.2.11, 4.2.12

## **Written Orders**

1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 Basic Definitions

#### § 1.1.1 The Contract Documents

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

#### § 1.1.2 The Contract

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

#### § 1.1.3 The Work

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

#### § 1.1.4 The Project

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

#### § 1.1.5 The Drawings

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

#### § 1.1.6 The Specifications

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

#### § 1.1.7 Instruments of Service

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

#### § 1.1.8 Initial Decision Maker

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

### § 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.



§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

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

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

### § 1.3 Capitalization

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

### § 1.4 Interpretation

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

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

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

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

### § 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

### § 1.7 Digital Data Use and Transmission

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

### § 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk



and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## **ARTICLE 2 OWNER**

### **§ 2.1 General**

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

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

### **§ 2.2 Evidence of the Owner's Financial Arrangements**

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

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

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

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

### **§ 2.3 Information and Services Required of the Owner**

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

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

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



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

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

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

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

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

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

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

### ARTICLE 3 CONTRACTOR

#### § 3.1 General

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

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

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

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

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in



such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

### **§ 3.3 Supervision and Construction Procedures**

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

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

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

### **§ 3.4 Labor and Materials**

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

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

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

### **§ 3.5 Warranty**

**§ 3.5.1** The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or



equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

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

### § 3.6 Taxes

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

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

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

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

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

### § 3.7.4 Concealed or Unknown Conditions

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

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

### § 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;



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

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

### § 3.9 Superintendent

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

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

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

### § 3.10 Contractor's Construction and Submittal Schedules

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

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

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

### § 3.11 Documents and Samples at the Site

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

### § 3.12 Shop Drawings, Product Data and Samples

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

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

Init.



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

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

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

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

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

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

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

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

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



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

**§ 3.13 Use of Site**

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

**§ 3.14 Cutting and Patching**

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

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

**§ 3.15 Cleaning Up**

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

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

**§ 3.16 Access to Work**

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

**§ 3.17 Royalties, Patents and Copyrights**

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

**§ 3.18 Indemnification**

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

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



compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

#### ARTICLE 4 ARCHITECT

##### § 4.1 General

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

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

##### § 4.2 Administration of the Contract

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

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

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

##### § 4.2.4 Communications

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

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

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

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of



other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

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

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

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

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

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

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

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

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

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

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



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

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

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

### § 5.3 Subcontractual Relations

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

### § 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

## ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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



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

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

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

## § 6.2 Mutual Responsibility

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

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

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

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

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

## § 6.3 Owner's Right to Clean Up

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

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

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

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



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

## § 7.2 Change Orders

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

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

## § 7.3 Construction Change Directives

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

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

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

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

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

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

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

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

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



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

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

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

#### § 7.4 Minor Changes in the Work

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

### ARTICLE 8 TIME

#### § 8.1 Definitions

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

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

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

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

#### § 8.2 Progress and Completion

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

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

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

#### § 8.3 Delays and Extensions of Time

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

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



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

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

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

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

### § 9.2 Schedule of Values

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

### § 9.3 Applications for Payment

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

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

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

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

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

### § 9.4 Certificates for Payment

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



(3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

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

### **§ 9.5 Decisions to Withhold Certification**

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

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

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

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

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

### **§ 9.6 Progress Payments**

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

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



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

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

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

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

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

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

#### § 9.7 Failure of Payment

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

#### § 9.8 Substantial Completion

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

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

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



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

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

#### § 9.9 Partial Occupancy or Use

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

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

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

#### § 9.10 Final Completion and Final Payment

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

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



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

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

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

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

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 Safety Precautions and Programs

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

### § 10.2 Safety of Persons and Property

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

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

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

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

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

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



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

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

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

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

**§ 10.3 Hazardous Materials and Substances**

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

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

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

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

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

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



#### § 10.4 Emergencies

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

### ARTICLE 11 INSURANCE AND BONDS

#### § 11.1 Contractor's Insurance and Bonds

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

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

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

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

#### § 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

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

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



an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

### **§ 11.3 Waivers of Subrogation**

**§ 11.3.1** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

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

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

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

### **§ 11.5 Adjustment and Settlement of Insured Loss**

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

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

## **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

### **§ 12.1 Uncovering of Work**

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

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



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

## **§ 12.2 Correction of Work**

### **§ 12.2.1 Before Substantial Completion**

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

### **§ 12.2.2 After Substantial Completion**

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

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

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

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

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

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

## **§ 12.3 Acceptance of Nonconforming Work**

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

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **§ 13.1 Governing Law**

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

### **§ 13.2 Successors and Assigns**

**§ 13.2.1** The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was created on 05/12/2022 10:43:09 under the terms of AIA Documents on Demand® Order No. 2114323117, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Documents-on-Demand - End User License Agreement. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).



Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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

### § 13.3 Rights and Remedies

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

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

### § 13.4 Tests and Inspections

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

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

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

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

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

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

### § 13.5 Interest

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

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

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

AIA Document A201® – 2017. Copyright © 1911, 1915, 1918, 1925, 1937. 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A201," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was created on 05/12/2022 10:43:09 under the terms of AIA Documents on Demand® Order No. 2114323117, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Documents-on-Demand - End User License Agreement. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).



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

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

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

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

## § 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

## § 14.3 Suspension by the Owner for Convenience

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



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

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

#### § 14.4 Termination by the Owner for Convenience

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

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

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

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

### ARTICLE 15 CLAIMS AND DISPUTES

#### § 15.1 Claims

##### § 15.1.1 Definition

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

##### § 15.1.2 Time Limits on Claims

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

##### § 15.1.3 Notice of Claims

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

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

##### § 15.1.4 Continuing Contract Performance

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

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



#### § 15.1.5 Claims for Additional Cost

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

#### § 15.1.6 Claims for Additional Time

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

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

#### § 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

#### § 15.2 Initial Decision

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

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

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

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



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

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

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

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

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

### § 15.3 Mediation

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

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

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

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

### § 15.4 Arbitration

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

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

for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

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

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

**§ 15.4.4 Consolidation or Joinder**

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

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

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

## **SUPPLEMENTARY CONDITIONS**

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

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

### **ARTICLE 1**

#### **GENERAL PROVISIONS**

##### **1.1 BASIC DEFINITIONS**

###### **1.1.1. The Contract Documents**

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

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

###### **1.1.8 Initial Decision Maker**

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

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

1.5.1 Delete the first sentence of the paragraph.

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

##### **1.7 DIGITAL DATA USE AND TRANSMISSION**

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

##### **1.8 BUILDING INFORMATION MODELS USE AND RELIANCE**

Delete Section 1.8.

### **ARTICLE 2**

#### **OWNER**

##### **2.2 EVIDENCE OF THE OWNER’S FINANCIAL ARRANGEMENTS**

Delete Section 2.2.

## **2.3 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

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

Delete Section 2.3.2 and substitute the following:

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

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

## **ARTICLE 3**

### **CONTRACTOR**

## **3.4 LABOR AND MATERIALS**

3.4.2 Delete Section 3.4.2.

Delete Section 3.4.3 and substitute with the following:

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

## **3.5 WARRANTY**

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

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

3.7.1 Delete Section 3.7.1.

3.7.2 In Section 3.7.2, replace the word “public” with the word “State”.

Delete Section 3.7.5 and substitute the following:



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

### **3.8 ALLOWANCES**

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

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

### **3.9 SUPERINTENDENT**

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

### **3.10 CONTRACTOR'S CONSTRUCTION AND SUBMITTAL SCHEDULES**

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

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

After the first sentence, add the following:

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

Add the following Sections:

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

- 3.10.5 In the event the Owner employs a commissioning consultant, the Contractor shall cooperate fully in the commissioning process and shall require all subcontractors and others under his control to cooperate. The purpose of such services shall be to ensure that

all systems perform correctly and interactively according to the provisions of the Contract Documents.

### **3.11 DOCUMENTS AND SAMPLES AT THE SITE**

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

## **ARTICLE 4**

### **ARCHITECT**

### **4.2 ADMINISTRATION OF THE CONTRACT**

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

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

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

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

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

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

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

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

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

## **ARTICLE 5**

### **SUBCONTRACTORS**

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

Delete Section 5.2.1, and substitute the following:

- 5.2.1 Unless otherwise required by the Contract Documents, the Contractor shall furnish at the Pre-Construction Conference, to the Owner and the Architect, in writing, the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work. No Contractor payments shall be made until this information is received.

Delete Section 5.2.2, and substitute the following:

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

Delete Sections 5.2.3 and 5.2.4 and substitute the following:

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

#### **5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

Delete Sections 5.4, 5.4.1, 5.4.2 and 5.4.3

## **ARTICLE 7**

### **CHANGES IN THE WORK**

#### **7.1 GENERAL**

Add the following Sections:

- 7.1.4 As part of the pre-construction conference submittals, the Contractor shall submit the following prior to the Contractor's initial request for payment:
- 7.1.4.1 Fixed job site overhead cost itemized with documentation to support daily rates.
  - 7.1.4.2 Bond Premium Rate with supporting information from the General Contractor's carrier.
  - 7.1.4.3 Labor Burden by trade for both Subcontractors and General Contractor. The Labor Burden shall be supported by the Worker's Compensation and Employer's Liability Insurance Policy Information Page. Provide for all trades.

7.1.4.4 Internal Rate Charges for all significant company owned equipment.

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

## 7.2 CHANGE ORDERS

Delete Section 7.2.1, and substitute the following Sections:

- 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, the Architect, and the Contractor issued after execution of the Contract, authorizing a change in the Work and/or an adjustment in the Contract Sum and/or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time. Any reservation of rights, stipulation, or other modification made on the change order by the contractor shall have no effect.
- 7.2.2 “Cost of the Work” for the purpose of Change Orders shall be the eligible costs required to be incurred in performance of the Work and paid by the Contractor and Subcontractors which eligible costs shall be limited to:
- 7.2.2.1 Actual wages paid directly to labor personnel, with a labor burden markup exclusively limited to applicable payroll taxes, worker’s compensation insurance, unemployment compensation, and social security taxes for those labor personnel performing the Work. Wages shall be the basic hourly labor rate paid an employee exclusive of fringe benefits or other employee costs. The labor burden percentage for the “Cost of the Work” is limited to categories listed herein. Employer-provided health insurance, fringe benefits, employee training (whether a requirement of employment or not), vacation pay, etc., are examples of ineligible labor burden costs which **shall not** be included, as these costs are already compensated by the Overhead and Profit markup.
- Supervision shall not be included as a line item in the “Cost of the Work”, except when the change results in a documented delay in the critical path, as described in Section 7.2.7.
- 7.2.2.2 Cost of all materials and supplies necessary and required to perform the Work, identifying each item and its individual cost, including taxes. Incidental consumables are not eligible costs and shall not be included.
- 7.2.2.3 Cost of each necessary piece of machinery and equipment required to perform the Work, identifying each item and its individual cost, including taxes. Incidental small tools of a specific trade (i.e., shovels, saws, hammers, air compressors, etc.) and general use vehicles, such as pickup trucks even for moving items around the site, fuel for these general use vehicles, travel, lodging, and/or meals are not eligible and shall not be included.

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

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

7.2.3 Overhead and Profit - The Contractor and Subcontractor shall be due home office fixed overhead and profits on the Cost of the Work, but shall not exceed a total of 16% of the direct cost of any portion of Work.

The credit to the Owner resulting from a change in the Work shall be the sum of those items above, including overhead and profit. Where a change results in both credits to the Owner and extras to the Contractor for related items, overhead and profit shall be computed for credits to the Owner and extras to the Contractor. The Owner shall receive full credit for the computed overhead and profit on credit change order items.

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

7.2.4.1 When all of the Work is General Contractor Work; 8% markup on the Cost of the Work.

7.2.4.2 When the Work is all Subcontract Work; 8% markup on the Cost of the Work for Subcontractor’s Overhead and Profit, plus 8% markup on the Cost of the Work, not including the Subcontractor’s Overhead and Profit markup, for General Contractor’s Overhead and Profit.

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

Premiums for the General Contractor’s bond may be included, but after the markup is added to the Cost of the Work.

Premiums for the Subcontractor’s Bond shall not be included.

7.2.4.4 Subcontract cost shall consist of the items in Section 7.2.2 above plus Overhead and Profit as defined in Section 7.2.3.

7.2.5 Before a Change Order is prepared, the Contractor shall prepare and deliver to the Architect the following information concerning the Cost of the Work, not subject to waiver, within a reasonable time after being notified to prepare said Change Order:



A detailed, itemized list of labor, material and equipment costs for the General Contractor's Work including quantities and unit costs for each item of labor, material and equipment.

An itemized list of labor, material and equipment costs for each Subcontractor's and/or Sub-Subcontractor's Work including quantities and unit costs for each item of labor, material and equipment.

7.2.6 After a Change Order has been approved, no future requests for extensions of time or additional cost shall be considered for that Change Order.

7.2.7 Extended fixed job-site costs are indirect costs that are necessary to support the work in the field. Examples of fixed job-site costs are field office rental, salaries of field office staff, field office utilities, and telephone.

Extended fixed job-site costs or equitable adjustment may be included in a Change Order due to a delay in the critical path, with the exception of weather related delays. In the event of a delay in the critical path, the Contractor shall submit all changes or adjustments to the Contract Time **within twenty-one (21) days** of the event giving rise to the delay. The Contractor shall submit documentation and justification for the adjustment by performing a critical path analysis of its most recent schedule in use prior to the change, which shows an extension in critical path activities.

The Contractor shall notify the Architect in writing that the Contractor is making a claim for extended fixed job-site overhead as required by Section 15.1.2. The Contractor shall provide proof that the Contractor is unable to mitigate financial damages through Alternate Work within this Contract or replacement work. "Replacement Work" is that work which the Contractor is obligated to perform under any construction contract separate from this Contract. Reasonable proof shall be required by the Architect that the delays affected the Completion Date.

7.2.8 "Cost of the Work" whether General Contractor cost or Subcontractor cost shall not apply to the following:

7.2.8.1 Salaries or other compensation of the Contractor's personnel at the Contractor's principal office and branch offices.

7.2.8.2 Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work.

7.2.8.3 Overhead and general expenses of any kind or the cost of any item not specifically and expressly included above in Cost of the Work.

7.2.8.4 Cost of supervision refer to section 7.2.2.1, with exception as provided in Section 7.2.7.

7.2.9 When applicable as provided by the Contract, the cost to Owner for Change Orders shall be determined by quantities and unit prices. The quantity of any item shall be as

submitted by the Contractor and approved by the Architect. Unit prices shall cover cost of Material, Labor, Equipment, Overhead and Profit.

### **7.3 CONSTRUCTION CHANGE DIRECTIVES**

7.3.3 In the first sentence after “following methods” insert: “, but not to exceed a specified amount”.

7.3.4 From .1 of the list, delete all after “Costs of labor, including” and substitute the following “social security, old age and employment insurance, applicable payroll taxes, and workers’ compensation insurance;”

Delete the following from .4 of the list: “permit fees,”

Delete Section 7.3.9 and substitute the following:

7.3.9 Pending final determination of the total costs of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties’ agreement with part or all of such costs.

## **ARTICLE 8**

### **TIME**

#### **8.1 DEFINITIONS**

Add the following:

8.1.5 The Contract Time shall not be changed by the submission of a schedule that shows an early completion date unless specifically authorized by change order.

#### **8.2 PROGRESS AND COMPLETION**

Add to Section 8.2.1 the following:

Completion of the Work must be within the Time for Completion stated in the Agreement, subject to such extensions as may be granted under Section 8.3. The Contractor agrees to commence Work not later than fourteen (14) days after the transmittal date of Written Notice to Proceed from the Owner and to substantially complete the project within the time stated in the Contract. The Owner will suffer financial loss if the project is not substantially complete in the time set forth in the Contract Documents. The Contractor and the Contractor’s Surety shall be liable for and shall pay to the Owner the sum stated in the Contract Documents as fixed, agreed and liquidated damages for each consecutive calendar day (Saturdays, Sundays and holidays included) of delay until the Work is substantially complete. The Owner shall be entitled to the sum stated in the Contract Documents. Such Liquidated Damages shall be withheld by the Owner from the amounts due the Contractor for progress payments.

Delete Section 8.2.2.

### **8.3 DELAYS AND EXTENSIONS OF TIME**

- 8.3.1 In the first sentence after the words “Owner pending” delete the words “mediation and binding dispute resolution” and add the word “litigation”, and delete the last word “determine” and add the following: “recommend, subject to Owner’s approval of Change Order. If the claim is not made within the limits of Article 15, all rights for future claims for that month are waived.”

## **ARTICLE 9**

### **PAYMENTS AND COMPLETION**

#### **9.1 CONTRACT SUM**

Delete Section 9.1.2.

Delete Section 9.2 and substitute the following:

#### **9.2 SCHEDULE OF VALUES**

At the Pre-Construction Conference, the Contractor shall submit to the Owner and the Architect a Schedule of Values prepared as follows:

- 9.2.1 The attached Schedule of Values Format shall be used. If applicable, the cost of Work for each section listed under each division, shall be given. The cost for each section shall include Labor, Materials, Overhead and Profit.
- 9.2.2 The Total of all items shall equal the Total Contract Sum. This schedule, when approved by the Architect, shall be used as a basis for the Contractor’s Applications for Payment and it may be used for determining the cost of the Work in deductive change orders, when a specific item of Work listed on the Schedule of Values is to be removed. Once the Schedule of Values is submitted at the Pre-Construction Conference, the schedule shall not be modified without approval from the Owner and Architect.

#### **9.3 APPLICATIONS FOR PAYMENT**

Delete Sections 9.3.1, 9.3.1.1, and 9.3.1.2 and substitute the following:

- 9.3.1 Monthly, the Contractor shall submit to the Architect a University of New Orleans – Application and Certification for Payment form, supported by any additional data substantiating the Contractor’s right to payment as the Owner or the Architect may require. Application for Payment shall be submitted on or about the first of each month for the value of labor and materials incorporated into the Work and of materials, suitably stored, at the site as of the twenty-fifth day of the preceding month, less normal retainage as follows, per La R.S. 38:2248:

9.3.1.1 Projects with Contract price up to \$500,000.00 – 10% of the Contract price.

9.3.1.2 Projects with Contract price of \$500,000.00, or more – 5% of the Contract price.

9.3.1.3 No payment shall be made until the revised schedule required by Section 3.10.1 is received.

9.3.1.4 The normal retainage shall not be due the Contractor until after substantial completion and expiration of the forty-five day lien period and submission to the Architect of a clear lien certificate, consent of surety, and invoice for retainage.

Delete Section 9.3.2 and substitute the following:

9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. Payments for materials or equipment stored on the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, including applicable insurance.

## **9.5 DECISIONS TO WITHHOLD CERTIFICATION**

Section 9.5.1.7: Delete the word "repeated".

Delete Section 9.5.4.

## **9.6 PROGRESS PAYMENTS**

Delete Section 9.6.1 and substitute the following:

9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment within twenty days except for projects funded fully or in part by a Federal reimbursement program. For such projects the Owner will make payment in a timely manner consistent with reimbursement.

9.6.2 Delete the phrase: "no later than seven days" from the first sentence.

After the end of the second sentence, add the following:

La R.S. 9:2784 (A) and (C) require a Contractor or Subcontractor to make payment due to each Subcontractor and supplier within fourteen (14) consecutive days of the receipt of payment from the Owner. If not paid, a penalty in the amount of ½ of 1% per day is due, up to a maximum of 15% from the expiration date until paid. The contractor or subcontractor, whichever is applicable, is solely responsible for payment of a penalty.

9.6.4 Delete the first two sentences of Section 9.6.4 and add the following to the end of the Section:

Pursuant to La. R.S. 38:2242 and La. R.S. 38:2242.2, when the Owner receives any claim of nonpayment arising out of the Contract, the Owner shall deduct 125% of such claim from the Contract Sum. The Contractor, or any interested party, may deposit security, in accordance with La. R.S. 38:2242.2, guaranteeing payment of the claim with the recorder of mortgages of the parish where the Work has been done. When the Owner receives



original proof of such guarantee from the recorder of mortgages, the claim deduction will be added back to the Contract Sum.

Add the following section:

- 9.6.9 No notice of completion, delivery memo, invoice, or other document will be signed, or approvals of any type given for any part of the job or delivery of any equipment or materials, except by the Director of the Department issuing these bidding documents, or his designee, such designation to be made in writing and signed by the Director. All work will be done during normal working hours unless the Director grants prior written approval, or the scope of Work requires that the work be done after hours.

Delete Section **9.7 FAILURE OF PAYMENT**.

Delete Section 9.8 and substitute the following:

## **9.8 SUBSTANTIAL COMPLETION**

- 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The Architect shall determine if the project is substantially complete in accordance with this Section.
- 9.8.2 When the Contractor considers that the Work is Substantially Complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- 9.8.3 Upon receipt of the Contractor's list, the Architect shall make an inspection to determine whether the Work is substantially complete. A prerequisite to the Work being considered as substantially complete is the Owner's receipt of the executed Roofing Contractor's and Roofing Manufacturer's guarantees, where roofing Work is part of the Contract. Prior to inspection by the Architect, the Contractor shall notify the Architect that the project is ready for inspection by the State Fire Marshal's office. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use, the Contractor shall, before the Work can be considered as Substantially Complete, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.
- 9.8.4 When the Architect determines that the project is Substantially Complete, he shall prepare a punch list of exceptions and the dollar value related thereto. The monetary value assigned to this list will be the sum of the cost estimate for each particular item of Work the Architect develops based on the mobilization, labor, material and equipment costs of correcting the item and shall be retained from the monies owed the contractor, above and beyond the standard lien retainage. The cost of these items shall be prepared in the same format as the schedule of values. At the end of the forty-five day lien period

payment shall be approved for all punch list items completed up to that time. After that payment, none of the remaining funds shall be due the contractor until all punch list items are completed and are accepted by the Architect. If the dollar value of the punch list exceeds the amount of funds, less the retainage amount, in the remaining balance of the Contract, then the Project shall not be considered as substantially complete. If funds remaining are less than that required to complete the Work, the Contractor shall pay the difference.

- 9.8.5 When the preparation of the punch list is complete the Architect shall prepare a Recommendation of Acceptance incorporating the punch list and submit it to the Owner. Upon approval of the Recommendation of Acceptance, the Owner may issue a Notice of Acceptance of Building Contract which shall establish the Date of Substantial Completion. The Contractor shall record the Notice of Acceptance with the Recorder of Mortgages in City of New Orleans, Orleans Parish. If the Notice of Acceptance has not been recorded seven (7) days after issuance, the Owner may record the Acceptance at the Contractor's expense. All additive change orders must be processed before issuance of the Recommendation of Acceptance. The Owner shall not be responsible for payment for any Work associated with change orders that is not incorporated into the contract at the time of the Recommendation of Acceptance.
- 9.8.6 Warranties required by the Contract Documents shall commence on the date of Acceptance of the Work unless otherwise agreed to in writing by the Owner and Contractor. Unless otherwise agreed to in writing by the Owner and Contractor, security, maintenance, heat, utilities, damage to the Work not covered by the punch list and insurance shall become the Owner's responsibility on the Date of Substantial Completion.
- 9.8.7 If all punch list items have not been completed by the end of the forty-five (45) day lien period, through no fault of the Architect or Owner, the Owner may hold the Contractor in default. If the Owner finds the Contractor is in default, the Surety shall be notified. If within forty-five (45) days after notification, the Surety has not completed the punch list, through no fault of the Architect or Owner, the Owner may, at his option, contract to have the balance of the Work completed and pay for such Work with the unpaid funds remaining in the Contract sum. Finding the Contractor in default shall constitute a reason for disqualification of the Contractor from bidding on future state contracts. If the surety fails to complete the punch list within the stipulated time period, the Owner may not accept bonds submitted, in the future, by the surety.

## **9.9 PARTIAL OCCUPANCY OR USE**

Delete Section 9.9.1 and substitute the following:

- 9.9.1 Partial Occupancy is that stage in the progress of the Work when a designated portion of the Work is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the designated portion of the Work for its intended use. The Owner may occupy or use any substantially completed portion of the Work so designated by separate agreement with the Contractor and authorized by public authorities having jurisdiction over the Work. Such occupancy or use may commence provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, if any, security, maintenance, heat, utilities, damage to the Work and

insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers the designated portion substantially complete the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

## **9.10 FINAL COMPLETION AND FINAL PAYMENT**

Delete Section 9.10.4 and replace with the following:

9.10.4 The making of final payment shall not constitute a waiver of Claims by the Owner for the following:

9.10.4.1 Claims, security interests, or encumbrances arising out of the Contract and unsettled;

9.10.4.2 failure of the Work to comply with the requirements of the Contract Documents irrespective of when such failure is discovered;

9.10.4.3 terms of special warranties required by the Contract Documents; or

9.10.4.4 audits performed by the Owner, after final payment.

## **ARTICLE 10**

### **PROTECTION OF PERSONS AND PROPERTY**

## **10.2 SAFETY OF PERSONS AND PROPERTY**

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

## **10.3 HAZARDOUS MATERIALS**

10.3.1 In the second sentence after (PCB) add: “or lead”.

10.3.2 After the first sentence, delete all remaining sentences.

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

Delete Section 10.4 and substitute the following:

## **10.4 EMERGENCIES**

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

## ARTICLE 11

### INSURANCE AND BONDS

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

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

##### **11.1 CONTRACTOR'S LIABILITY INSURANCE**

The Contractor shall purchase and maintain without interruption for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The duration of the contract shall be from the inception of the contract until the date of final payment.

##### **11.2 MINIMUM SCOPE AND LIMITS OF INSURANCE**

###### **11.2.1 Worker's Compensation**

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

###### **11.2.2 Commercial General Liability**

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

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

#### **COMBINED SINGLE LIMIT (CSL) PER OCCURRENCE**

<b>Type of Construction</b>	<b>Projects up to \$1,000,000</b>	<b>Projects over \$1,000,000 up to \$10,000,000</b>	<b>Projects over \$10,000,000</b>
<b>New Buildings:</b>			
Each Occurrence			
Minimum Limit	\$1,000,000	\$2,000,000	\$4,000,000



Per Project Aggregate	\$2,000,000	\$4,000,000	\$8,000,000
-----------------------	-------------	-------------	-------------

**Renovations:**                      **The estimated value for the Project is \$800,000.**

Each Occurrence Minimum Limit	\$1,000,000**	\$2,000,000**	\$4,000,000**
Per Project Aggregate	2 times per occur limit**	2 times per occur limit**	2 times per occur limit**

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

### 11.2.3 Automobile Liability

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

### 11.2.4 Excess Umbrella

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

### 11.2.5 Builder's Risk

11.2.5.1 Builder's Risk Insurance shall be in an amount equal to the amount of the construction contract including any amendments and shall be upon the entire Work included in the contract. The policy shall provide coverage equivalent to the ISO form number CP 10 20, Broad Form Causes of Loss (extended, if necessary, to include the perils of wind, earthquake, collapse, vandalism/malicious mischief, and theft, including theft of materials whether or not attached to any structure). The policy must include architects' and engineers' fees necessary to provide plans, specifications and supervision of Work for the repair and/or replacement of property damage caused by a covered peril, not to exceed 10% of the cost of the repair and/or replacement.

11.2.5.2 Flood coverage shall be provided by the Contractor on the first floor and below for all projects, except as otherwise noted. The builder's risk insurance policy, sub-limit for flood coverage shall not be less than ten percent (10%) of the total

contract cost per occurrence. If flood is purchased as a separate policy, the limit shall be ten percent (10%) of the total contract cost per occurrence (with a max of \$500,000 if NFIP). Coverage for roofing projects shall **not** require flood coverage.

11.2.5.3 A Specialty Contractor may provide an installation floater in lieu of a Builder's Risk policy, with the similar coverage as the Builder's Risk policy, upon the system to be installed in an amount equal to the amount of the contract including any amendments. Flood coverage is not required.

11.2.5.4 The policy must include coverage for the Owner, Contractor and any subcontractors as their interests may appear.

11.2.6 Other insurance required is as follows:

Owner's Protective Liability (OPL) Insurance shall be furnished by the Contractor and naming the State of Louisiana as the Named Insured for projects over \$50,000.

	Projects under <u>\$100,000</u>	Projects \$100,001 <u>up to \$1,000,000</u>	Projects over <u>\$1,000,000</u>
<b>CSL – Each Occurrence:</b>	\$500,000	\$1,000,000	\$3,000,000

11.2.7 Pollution Liability (*required when asbestos or other hazardous material abatement is included in the contract*)

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

11.2.8 Deductibles and Self-Insured Retentions

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

### **11.3 OTHER INSURANCE PROVISIONS**

11.3.1 The policies are to contain, or be endorsed to contain, the following provisions:

11.3.1.1 Worker's Compensation and Employers Liability Coverage

11.3.1.1.1 To the fullest allowed by law, the insurer shall agree to waive all rights of subrogation against the Owner, its officers, agents,

employees and volunteers for losses arising from Work performed by the Contractor for the Owner.

#### 11.3.1.2 Commercial General Liability Coverage

11.3.1.2.1 The Owner, its officers, agents, employees and volunteers are to be added as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. ISO Form CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalent, are to be used.

11.3.1.2.2 The Contractor's insurance shall be primary as respects the Owner, its officers, agents, employees and volunteers for any and all losses that occur under the contract. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, officials, employees or volunteers. Any insurance or self-insurance maintained by the Owner shall be excess and non-contributory of the Contractor's insurance.

#### 11.3.1.3 Builder's Risk

The policy must include an endorsement providing the following:

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

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

#### 11.3.1.4 All Coverages

11.3.1.4.1 All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is

acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

11.3.1.4.2 Neither the acceptance of the completed Work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

11.3.1.4.3 The insurance companies issuing the policies shall have no recourse against the Owner for payment of premiums or for assessments under any form of the policies.

11.3.1.4.4 Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Owner, its officers, agents, employees and volunteers.

#### 11.3.2 Acceptability of Insurers

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

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

#### 11.3.3 Verification of Coverage

Contractor shall furnish the Owner with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Owner before Work commences and upon any contract renewal or insurance policy renewal thereafter. The Certificate Holder must be listed as follows:

State of Louisiana  
University of New Orleans  
2000 Lakeshore Drive  
New Orleans, Louisiana, 70148  
Attn: Project #5310 BTB2899 Maestri Field Turf Renovation – East Campus

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

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



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

#### 11.3.4 Subcontractors

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

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

#### 11.3.5 Worker's Compensation Indemnity

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

#### 11.3.6 Indemnification/Hold Harmless Agreement

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

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

to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling and expenses of all claims.

#### **11.4 PERFORMANCE AND PAYMENT BOND**

- 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.
- 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.
- 11.4.3 Recordation of Contract and Bond [La R.S. 38:2241 thru 38:2241.1]

The Contractor at his own expense, shall record the original executed Contract and the Performance and Payment Bond with the Recorder of Mortgages, Orleans Parish, within five (5) working days of Contract signing. A NOTICE OF THIS RECORDING SHALL BE SENT TO THE PURCHASING OFFICE BEFORE A NOTICE TO PROCEED IS ISSUED.

Recordation of certain Change Orders shall be included.

### **ARTICLE 12**

#### **UNCOVERING AND CORRECTION OF WORK**

#### **12.2 CORRECTION OF WORK**

##### **12.2.1 Before Substantial Completion**

At the end of the paragraph, add the following sentences:

"If the Contractor fails to correct Work identified as defective within a thirty (30) day period, through no fault of the Designer, the Owner may hold the Contractor in default. If the Owner finds the Contractor in default, the Surety shall be notified. If within thirty (30) days after notification, the Surety has not corrected the nonconforming Work, through no fault of the Architect or Owner, the Owner may contract to have nonconforming Work corrected and hold the Surety and Contractor responsible for the cost, including architectural fees and other indirect costs. If the Surety fails to correct the Work within the stipulated time period and fails to meet its obligation to pay the costs, the Owner may elect not to accept bonds submitted in the future by the Surety. Finding the Contractor in default shall constitute a reason for disqualification of the Contractor from bidding on future state contracts.

##### **12.2.2 After Substantial Completion**

- 12.2.2.1 At the end of the paragraph delete the last sentence and add the following sentences:

“If the Contractor fails to correct nonconforming Work, or Work covered by warranties, within a thirty (30) day period, through no fault of the Architect or Owner, the Owner may hold the Contractor in default. If the Owner finds the Contractor is in default, the Surety shall be notified. If within thirty (30) days after notification, the Surety has not corrected the non-conforming or warranty Work, through no fault of the Architect or Owner, the Owner may contract to have the nonconforming or warranty Work corrected and hold the Surety responsible for the cost including architects fees and other indirect costs. Corrections by the Owner shall be in accordance with Section 2.4. If the Surety fails to correct the nonconforming or warranty Work within the stipulated time period and fails to meet its obligation to pay the costs, the Owner may not accept bonds submitted, in the future, by the Surety.”

## **ARTICLE 13**

### **MISCELLANEOUS PROVISIONS**

#### **13.1 GOVERNING LAW**

Delete all after the word “located”.

#### **13.2 SUCCESSORS AND ASSIGNS**

13.2.1 In the second sentence, delete “Except as ... 13.2.2”

Delete Section 13.2.2.

#### **13.3 RIGHTS AND REMEDIES**

Add the following Section 13.3.3:

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

#### **13.4 TESTS AND INSPECTIONS**

In Section 13.4.1, delete the second sentence and substitute the following:

The Contractor shall make arrangements for such tests, inspections and approvals with the Testing Laboratory provided by the Owner, and the Owner shall bear all related costs of tests, inspections and approvals.

Delete the last two sentences of Section 13.4.1.

#### **13.5 INTEREST**

Delete Section 13.5.

## **ARTICLE 14**

## **TERMINATION OR SUSPENSION OF THE CONTRACT**

### **14.1 TERMINATION BY THE CONTRACTOR**

Delete Section 14.1.1.4.

In Section 14.1.3, after the word “profit,” delete the words “on Work not executed” and substitute the following: “for Work completed prior to stoppage”.

### **14.2 TERMINATION BY THE OWNER FOR CAUSE**

Add the following Section:

14.2.1.5 failure to complete the punch list within the lien period as provided in 9.8.7.

14.2.3 Add the following sentence:

“Termination by the Owner shall not suspend assessment of liquidated damages against the Surety.”

Add the following Section:

14.2.5 If an agreed sum of liquidated damages has been established, termination by the Owner under this Article shall not relieve the Contractor and/or Surety of his obligations under the liquidated damages provisions and the Contractor and/or Surety shall be liable to the Owner for per diem liquidated damages.

### **14.4 TERMINATION BY THE OWNER FOR CONVENIENCE**

In Section 14.4.3, delete all after “incurred by reason of the termination,” and add “along with reasonable profit on the Work not executed.”

Add the following Section:

14.4.4 The Owner shall not be responsible or otherwise liable for any demobilization costs or incidental or consequential damages resulting from such termination.

## **ARTICLE 15**

### **CLAIMS AND DISPUTES**

#### **15.1 CLAIMS**

Delete Section 15.1.2, **Time Limit on Claims**, (See La R.S. 38:2189, and 38:2189.1).

15.1.3.1 Add the following to the end of the paragraph:



“A Reservation of Rights and similar stipulations shall not be recognized under this contract as having any effect. A party must make a claim as defined herein within the time limits provided.”

- 15.1.4.2 In the first sentence of the Section, delete “Initial Decision Maker’s” and replace with “Architect’s”. In the second sentence of the Section, delete “the decision of the Initial Decision Maker” and replace with: “his/her decision”.

Delete Section 15.1.6.2 and substitute the following:

- 15.1.6.2 If adverse weather conditions are the basis for a claim for additional time, the Contractor shall document that weather conditions had an adverse effect on the scheduled construction. An increase in the contract time due to weather shall not be cause for an increase in the contract sum. At the end of each month, the Contractor shall make one Claim for any adverse weather days occurring within the month. The Claim must be accompanied by sufficient documentation evidencing the adverse days and the impact on construction. Failure to make such Claim within **twenty-one (21) days** from the last day of the month shall prohibit any future claims for adverse days for that month. No additional adverse weather days shall be granted after the original or extended contract completion date, except those adverse weather days associated with a National Weather Service named storm or federally declared weather related disaster directly affecting the project site.

Add the following Section:

- 15.1.6.3 The following are considered reasonably anticipated days of adverse weather on a monthly basis:

January	<u>11</u> days	July	<u>6</u> days
February	<u>10</u> days	August	<u>5</u> days
March	<u>8</u> days	September	<u>4</u> days
April	<u>7</u> days	October	<u>3</u> days
May	<u>5</u> days	November	<u>5</u> days
June	<u>6</u> days	December	<u>8</u> days

The Contractor shall ask for total adverse weather days. The Contractor’s request shall be considered only for days over the allowable number of days stated above.

*Note: Contract is on a calendar day basis.*

## 15.2 INITIAL DECISION

- 15.2.1 In the second sentence, delete the word “will” and replace with: “shall always”.

In the second sentence, delete the phrase: “, unless otherwise indicated in the Agreement.”

In the third sentence, delete the word “mediation” and replace with: “litigation”.

At the end of the third sentence, add: “arising prior to the date final payment is due”.

Delete the fourth sentence.

15.2.5 In the middle of the first sentence, delete all after the phrase: “rejecting the Claim”.

In the second sentence, delete the phrase: “and the Architect, if the Architect is not serving as the Initial Decision Maker,”.

In the third sentence, delete all after: “binding on the parties” and add the following: “except that the Owner may reject the decision or suggest a compromise or both”.

Delete Section 15.2.6.

Delete Section 15.2.6.1.

### **15.3 MEDIATION**

Delete Section 15.3.

### **15.4 ARBITRATION**

Delete Section 15.4.

## **SECTION 01000**

### **GENERAL REQUIREMENTS**

The general requirements of these Technical Specifications, including amendments and additions thereto, apply to each and every heading included in these Technical Specifications with the same force as though repeated in full under each heading respectively.

#### **1.01 SCOPE**

##### **BASE BID:**

Provide the materials, labor, equipment and supervision necessary for the completion of all work associated with Maestri Field Turf Renovation in accordance with this Bid Documents prepared by Simpson Sports Engineering, LLC dated 8-28-2025.

Opportunity for the site visit and inspection is provided under "INSTRUCTIONS TO BIDDERS."

#### **1.02 REVIEW OF QUOTING DOCUMENTS**

The Contractor shall carefully study and compare the field conditions, Drawings and Technical Specifications and shall at once report to the University Representative errors, inconsistencies or omissions discovered.

Maintain one (1) complete set of Quoting Documents and Change Orders at the site during the work.

#### **1.03 PROJECT MEETINGS**

The University Representative will hold a Pre-Construction Conference between the Contractor, his on-site representative, architect/engineer, and the University Representative in order to clarify and direct University policy and specific items of concern as pertain to the Contract. Present copies of the project Schedule of Values, List of Subcontractors and Construction Schedule, etc. to the University Representative in accordance with the "Pre-Construction Conference Agenda."

Progress meetings will be scheduled at the discretion of the University Representative depending on the progress of the work.

#### **1.04 COORDINATION**

Coordinate installation schedule with the University Representative so as not to interfere with the ongoing operation of the University. If for any reason, shut down of utilities is required on this project, it is imperative that the University Representative be consulted.

#### **1.05 SUBMITTALS**

Submit all required shop drawings, brochures and samples for review by the engineer and University Representative prior to ordering and/or installing materials. Equipment or material ordered and/or installed without review by the University Representative is subject to rejection. Reproduction and edit of the Quoting Documents for use as shop drawings is not permitted.

**Shop Drawings:** Submit one (1) electronic copy. The electronic copy will be returned with mark ups.

**Brochures, Cut Sheets, and Technical Data:** Submit one (1) electronic copy. The electronic copy will be returned with mark ups.

Samples: Submit one (1) each to be retained by the University and any additional if these need to be returned.

#### 1.06 QUALITY ASSURANCE

Use new materials of quality acceptable to the University Representative and meeting all applicable regulations as pertain to this project. Remove and replace all material delivered to site which, in the opinion of the Representative, does not meet specifications and quality.

The University expects quality workmanship and only those who are qualified to perform the tasks in their respective trades are acceptable. The term qualified above is understood to mean "Journeymen" skilled in their respective trades. Correct, at no expense to the University, any work performed which, in the opinion of the University Representative, is found unacceptable or not according to code.

#### 1.07 TRAFFIC CONTROL

Coordinate the schedule of delivery vehicles which will interfere with normal campus traffic. When deliveries are made from the street curb, provide sufficient properly attired and equipped flagmen to safely control and maintain the flow of traffic.

It is the policy of the University of New Orleans to provide full access to all disabled individuals in all areas possible. Because of this commitment, contractors, vendors or servicing agencies are cautioned to ensure that their staff is made aware of this commitment. When parking on the campus of this University, it shall be the responsibility of the contractor, vendor or servicing agency to ensure that no sidewalks or access ways are blocked at any time. If temporary blocking is required, the Contractor, shall assume the responsibility for the safe transit of all disabled persons.

Park only in authorized areas; comply with all traffic and parking regulations of the University. The University will furnish the Contractor, at no charge, permits for all vehicles which will be parked in the designated parking areas. Contractor vehicles with the name of the company painted/decaled on the vehicle will not require a University permit.

#### 1.08 Work Restrictions

On Site Work Hours: The building is an active facility. Work may need to occur around scheduled activities. The University is open from 7:00 a.m. to 4:30 p.m. for normal working hours. Work hours after this time frame will need to be approved through the University Representative.

#### 1.09 PROJECT CONDITIONS

- A. Conduct building demolition so University's operations will not be disrupted.
  - 1. Provide not less than 48 hours' notice to the University Representative of activities that will affect University's operations including shut downs.
  - 2. Maintain access to existing exits and other adjacent occupied or used facilities.
    - a. Do not close exits or other occupied or used facilities without written permission from authorities having jurisdiction.
- B. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify the University Representative. Hazardous materials will be removed by University under a separate contract.
- C. Storage or sale of removed items or materials on-site is not permitted.

#### 1.10 PROTECTION

Protect adjacent buildings and building elements from damage during the work. Protect the site, including trees, shrubs, vegetation and lawn areas; where damage does occur, restore to original condition replacing damaged vegetation and lawn with equal size and species.

Store construction materials with care; distribute the weight to not endanger the building structure.

Contractor shall verify the exact locations of underground utilities. Damage to existing utilities shall be immediately repaired by the Contractor at his own expense to restore the interrupted service. Work at night and/or on weekends if deemed necessary by the University Representative. Restoration may involve repair and/or replacement of damaged section with new, without credit for condition or useable life of the damaged utility.

#### 1.11 ROUGH-IN INSPECTION

At the completion of the rough-in work, before any closing of wall, ceiling, or floor; schedule a rough-in inspection for the University Representative's approval. Give the University Representative a 48-hour notice.

#### 1.12 CLEANUP

Daily, as it accumulates, remove from the work site, all rubbish, debris and unsalvageable material resulting from the work. Do not permit trash to accumulate. Do not use individual building dumpsters for trash disposal.

#### 1.13 SAFETY

Provide sufficient continuous barricades to identify the work site and restrict entry. Where necessary, equip barricades with warning lights for night use.

Provide measures necessary to ensure and maintain security at the work site; protect from theft, vandalism, personal injury, and property damage. Erect and maintain temporary enclosures and barriers to prevent unauthorized access to the site.

Provide fire protection equipment during the construction period, including not less than two (2) ten (10) pound capacity multi-purpose A-B-C dry chemical extinguishers (10A:40BC).

If indicated on the Drawings, provide a temporary fence to isolate the construction site and restrict unauthorized entry. Use chain link fence material, 6'-0" minimum height, on steel or wood posts spaced a 6'-0" maximum and embedded 2'-6" minimum below existing grade; include personnel and/or equipment access gates. Coordinate fence installation with underground utilities - see 1.11; before installation, confirm fence location and layout with the University Representative.

#### 1.14 TEMPORARY UTILITIES

The Contractor may use reasonable amounts of the utility services available to the site at no charge from the University. The University will not provide utility service beyond that existing.



Coordinate tie-in and disconnect to the existing utilities with the University Representative. Any costs associated with tie-in should be borne by the Contractor.

Locate temporary facilities so as not to interfere with the University's use of the Project site and/or surrounding areas. Relocate non-complying facilities at no expense to the University.

#### 1.15 AS-BUILT DOCUMENTS

Maintain one set of Quoting Documents and Change Orders on the job site for recording changes to the work and as-built conditions as they occur. Upon completion of the work (at the acceptance inspection) present the record set to the University Representative. Provide an electronic copy in pdf format also to the University Representative.

#### 1.16 CLOSE OUT DOCUMENTS

Contractor shall provide all close-out documents to owner at Substantial Completion including list of all subcontractors and manufacturers, labor and material warranties, as-builts, keys, tools, attic stock material, and owner & maintenance manuals for each specification section and/or material/equipment. Provide one hard copy and electronic copy of each to University representative.

#### 1.17 TEMPORARY SANITARY FACILITIES

Existing facilities in the building may be used by construction personnel during work on this project. All existing facilities must be kept clean and orderly, if the contractor fails to maintain, the use of the facilities will be revoked.

#### 1.18 MISCELLANEOUS

Only the General Contractor may erect a job sign: 24" by 36" maximum at a location approved by the University Representative before installation.

**END**

## SECTION 011100 - SUMMARY OF WORK

### RELATED DOCUMENTS:

- Construction drawings and specifications, general provisions of Contract, including General and Supplementary Conditions, and Specifications apply to work of this section.

### PROJECT/WORK IDENTIFICATION:

Project Name is **Maestri Field Turf Renovation – East Campus** as shown on the Contract Documents.

- Project Number: **BTB2899 SP5310**
- Location of Project: Maestri Field  
6801 Franklin Ave  
New Orleans, LA 70122

- Contract Documents Prepared by: Simpson Sports Engineering, LLC  
4241 Little Farms Dr.  
Zachary, LA 70791  
(225) 235-9638  
[dsimpson@simpsonsportseng.com](mailto:dsimpson@simpsonsportseng.com)

DATE: AUGUST 2025

### SUMMARY

It shall be the responsibility of the CONTRACTOR to verify measurements of the installation areas as well as to provide all labor, materials, equipment and tools necessary for the complete installation of a vertical-to-horizontally draining synthetic nonfill turf system. The Work of project is defined by the Contract Documents and consists of but is not limited to the following items:

It shall be the responsibility of the CONTRACTOR to verify measurements of the installation areas as well as to provide all labor, materials, equipment, tools expertise, and supervision necessary for the complete installation of a vertical-to-horizontally draining synthetic turf system. Project work is defined by the Contract Documents (i.e. construction drawings and specifications) and consists of, but is not limited to, the following items:

The project consists of converting the portion of existing natural turf shown in the construction drawings. The area is within the limits of the baseball and perimeter fences including underground drainage, structural base, shock pad, synthetic turf with associated nonfill synthetic turf. The new 8" perforated, corrugated, HDPE pipes in stone filled trench are to be installed next to the inside of the baseball perimeter fence.

1. Locate and secure clearance for all project specific utilities. It is solely the responsibility of the CONTRACTOR to repair damaged utilities.
2. The elevations for the athletic fields are shown on the attached drawings. The grading plan accompanying these drawings shall be followed to ensure positive drainage flow. The CONTRACTOR shall bear the responsibility of verifying these elevations.
3. All surveying for field placement and layout is the responsibility of the CONTRACTOR.
4. CONTRACTOR shall remove vegetative layer as per construction drawings and specifications and specifications.

5. CONTRACTOR shall remove and dispose of any other material deemed undesirable. (i.e. existing natural grass on playing field will be removed by the CONTRACTOR.) CONTRACTOR shall remove all other material deemed undesirable as per construction drawings and specifications and specifications.
6. Excavate to depth required to accommodate required cross-section, slope and finished grades.
7. Prior to installing specified structural base, contour, slope, rough grade, and compact sub-base, within limits of area field shown in construction plans to specified grades, as per construction drawings and specifications.
8. Install a poured in place structural base with minimum 3,000 psi concrete poured into a minimum 40 millimeter deep structural grid as detailed in Section 025030 – Nonfill Synthetic Turf System specification.
9. Install poured in place reinforced concrete perimeter turf anchor curbing with pressure treated wood nailer board at locations shown and detailed in the construction drawings and specifications. The pressure treated nailer board must rated as UC4B - approved for heavy duty ground contact. The top of the nailer board must match finish grade of the concrete base.
10. On areas that do not have a concrete curb, the nailer board will be anchored with stakes, approved for ground contact, as per the Edge Detail ~ Turf Installation with Transition to Natural Grass shown in the construction drawings and specifications.
11. Home plate to be installed and anchored into the structural base of the field with metal ground anchor(s).
12. Install poured in place concrete pitcher's mound in accordance with the following NCAA regulations:
  - a. The top of the pitcher's rubber must be 10 inches above the top surface of home plate. The 10-inch height can be measured easily by the use of a line level. There should be a gradual slope of 1 inch per foot from a point 6 inches in front of the pitcher's rubber to a point 6 feet toward home plate. From this point, the mound should slope and blend into the grade of the rest of the playing surface.
  - b. The top of the pitcher's mound should be level with the top of the pitcher's rubber, extending from the point 6 inches in front of the pitcher's rubber to 22 inches behind the pitcher's rubber and 18 inches from each end of the pitcher's rubber. This gives a level area 5 feet wide and 34 inches deep that includes the 6-inch width of the pitcher's rubber.
13. Batters boxes, game catchers box, home and visitor bullpen pitchers landing areas, and home and visitor bull pen catchers boxes must be removable Velcro backed turf in order to be replaced as needed due to wear. See turf submittals for exact locations of Velcro backed turf.
14. Install double base anchor for baseball first base.
15. Install the perimeter collector trenches and tie in as shown on the construction drawings and specifications.
16. Furnish and install a shock pad/drainage blanket system that meets the performance requirements of the preapproved products detailed below.
17. Install nonfill synthetic turf system, tufted to a maximum 1.25-inch height, having 100% polyethylene fibers with a dimensionally stable primary backing that meets the performance requirement as detailed herein this bid package.
18. Install all tufted and inlaid lines and markings as shown in the construction drawings and specifications.
19. Install natural, non-silica, and non-organic Cooling Additive. Infuse infill mixture into artificial turf in multiple applications.
20. Clean site per owner's instructions and dispose of any unwanted materials.
21. Repair any damage to areas, including parking lots, staging areas, bullpens, outfield grass or utility lines, or other that may have occurred and restore site to pre-project condition.

END OF SECTION 011100

## SECTION 013300 - SUBMITTAL PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Requirements:
  - 1. Section 012900 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
  - 2. Section 013200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
  - 3. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
  - 4. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
  - 5. Section 017900 "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

#### 1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Engineer's and Construction Manager's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."
- C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

#### 1.4 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time

required for making corrections or revisions to submittals noted by Engineer and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 20 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
  - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
4. Format: Arrange the following information in a tabular format:
  - a. Scheduled date for first submittal.
  - b. Specification Section number and title.
  - c. Submittal category: Action; informational.
  - d. Name of subcontractor.
  - e. Description of the Work covered.
  - f. Scheduled date for Engineer's final release or approval.
  - g. Scheduled date of fabrication.
  - h. Scheduled dates for purchasing.
  - i. Scheduled dates for installation.
  - j. Activity or event number.

#### 1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Engineer's Digital Data Files: Electronic digital data files of the Contract Drawings may be provided by Engineer at his or his consultants discretion for Contractor's use in preparing submittals.
  1. Engineer will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings.
    - a. Engineer makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
    - b. The following digital data files will be furnished for each appropriate discipline:
      - 1) Construction plans.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.



4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
  - a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
  1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
  2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  3. Resubmittal Review: Allow 15 days for review of each resubmittal.
  4. Sequential Review: Where sequential review of submittals by Engineer's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
  5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Engineer and to Engineer's consultants, allow 15 days for review of each submittal. Submittal will be returned to Engineer before being returned to Contractor.
- D. Paper Submittals: Place a permanent label or title block on each submittal item for identification.
  1. Indicate name of firm or entity that prepared each submittal on label or title block.
  2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Engineer.
  3. Include the following information for processing and recording action taken:
    - a. Project name.
    - b. Date.
    - c. Name of Engineer.
    - d. Name of Construction Manager.
    - e. Name of Contractor.
    - f. Name of subcontractor.
    - g. Name of supplier.
    - h. Name of manufacturer.
    - i. Submittal number or other unique identifier, including revision identifier.
      - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
    - j. Number and title of appropriate Specification Section.
    - k. Drawing number and detail references, as appropriate.
    - l. Location(s) where product is to be installed, as appropriate.
    - m. A stamp with following wording:

**"By approval of this shop drawing, product data or sample, we represent that we have determined and verified all materials, field measurements, and field construction criteria related thereto, that we have checked and coordinated the information contained herein with the requirements of the Work and of the Contract Documents. We further represent that this shop drawing, product data or sample does not deviate the requirements of the Contract Document and that no revisions have been made hereto other than those requested by the Engineer on previous submittals.**

**Approved by \_\_\_\_\_ Date \_\_\_\_\_.**

n. Provide 5 copies

4. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Engineer will discard submittals received from sources other than Contractor.

a. Transmittal Form for Paper Submittals: Provide locations on form for the following information:

- 1) Project name.
- 2) Date.
- 3) Destination (To:).
- 4) Source (From:).
- 5) Name and address of Engineer.
- 6) Name of Construction Manager.
- 7) Name of Contractor.
- 8) Name of firm or entity that prepared submittal.
- 9) Names of subcontractor, manufacturer, and supplier.
- 10) Category and type of submittal.
- 11) Submittal purpose and description.
- 12) Specification Section number and title.
- 13) Specification paragraph number or drawing designation and generic name for each of multiple items.
- 14) Drawing number and detail references, as appropriate.
- 15) Indication of full or partial submittal.
- 16) Transmittal number, numbered consecutively.
- 17) Submittal and transmittal distribution record.
- 18) Remarks.
- 19) Signature of transmitter.

- E. Contractor's Stamp: Each submittal will be stamped with the following, failure to do so will be cause for immediate rejection of the submittal and submittal review days will not commence until submittal bears the following:**

**"By approval of this shop drawing, product data or sample, we represent that we have determined and verified all materials, field measurements, and field construction criteria related thereto, that we have checked and coordinated the information contained herein with the requirements of the Work and of the Contract Documents. We further represent that this shop drawing, product data or sample does not deviate the requirements of the Contract Document and that no revisions have been made hereto other than those requested by the Engineer on previous submittals.**

Approved by \_\_\_\_\_ Date \_\_\_\_\_.

- F. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Engineer on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
  - 1. Note date and content of previous submittal.
  - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  - 3. Resubmit submittals until they are marked with approval notation from Engineer's and Construction Manager's action stamp.
- H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- I. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Engineer's action stamp.

## PART 2 - PRODUCTS

### 2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
  - 1. Action Submittals: Submit Five paper copies of each submittal unless otherwise indicated. Engineer will return Four copies.
  - 2. Informational Submittals: Submit two paper copies of each submittal unless otherwise indicated. Engineer will not return copies.
  - 3. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
    - a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
    - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  - 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.

2. Mark each copy of each submittal to show which products and options are applicable.
  3. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
    - h. Availability and delivery time information.
  4. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams showing factory-installed wiring.
    - b. Printed performance curves.
    - c. Operational range diagrams.
    - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  5. Submit Product Data before or concurrent with Samples.
  6. Submit Product Data in the following format:
    - a. Five (5) paper copies of Product Data unless otherwise indicated. Engineer will return Four, ( 4) copies.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.
    - d. Notation of coordination requirements.
    - e. Notation of dimensions established by field measurement.
    - f. Relationship and attachment to adjoining construction clearly indicated.
    - g. Seal and signature of professional engineer if specified.
  2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.
  3. Submit Shop Drawings in the following format:
    - a. Five opaque (bond) copies of each submittal. Engineer will return Four copies.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.

2. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Generic description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of applicable Specification Section.
    - e. Specification paragraph number and generic name of each item.
  3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
  4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
  5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
    - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Engineer will return submittal with options selected.
  6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
    - a. Number of Samples: Submit three sets of Samples. Engineer will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record sample.
      - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
      - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:



1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
  2. Manufacturer and product name, and model number if applicable.
  3. Number and name of room or space.
  4. Location within room or space.
  5. Submit product schedule in the following format:
    - a. Three paper copies of product schedule or list unless otherwise indicated. Engineer will return two copies.
- F. Coordination Drawing Submittals: Comply with requirements specified in Section 013100 "Project Management and Coordination."
- G. Contractor's Construction Schedule: Comply with requirements specified in Section 013200 "Construction Progress Documentation."
- H. Application for Payment and Schedule of Values: Comply with requirements specified in Section 012900 "Payment Procedures."
- I. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 014000 "Quality Requirements."
- J. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 "Closeout Procedures."
- K. Maintenance Data: Comply with requirements specified in Section 017823 "Operation and Maintenance Data."
- L. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of Engineers and owners, and other information specified.
- M. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- N. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- O. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- P. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- Q. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- R. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

- S. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- T. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
  - 1. Name of evaluation organization.
  - 2. Date of evaluation.
  - 3. Time period when report is in effect.
  - 4. Product and manufacturers' names.
  - 5. Description of product.
  - 6. Test procedures and results.
  - 7. Limitations of use.
- U. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- V. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- W. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- X. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

## 2.2 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Engineer.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit three paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer. Stamp shall read exactly as written below. Failure to include stamp will cause immediate rejection by Engineer.

***"By approval of this shop drawing, product data or sample, we represent that we have determined and verified all materials, field measurements, and field construction criteria related thereto, that we have checked and coordinated the information contained herein with the requirements of the Work and of the Contract Documents. We further represent that this shop drawing, product data or sample does not deviate the requirements of the Contract Document and that no revisions have been made hereto other than those requested by the Engineer on previous submittals.***

***Approved by \_\_\_\_\_ Date \_\_\_\_\_.***

- B. Project Closeout and Maintenance Material Submittals: See requirements in Section 017700 "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

### 3.2 ENGINEER'S ACTION

- A. Action Submittals: Engineer will review each submittal, make marks to indicate corrections or revisions required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- B. Informational Submittals: Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Engineer.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

- E. Submittals not required by the Contract Documents may be returned by the Engineer without action.

END OF SECTION 013300

## SECTION 014000 - QUALITY REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. All testing which complies will be paid for by owner, all failed tests and retest costs will be paid for by contractor. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-assurance and control services required by Owner's Representative, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
  - 4. Specific test and inspection requirements are not specified in this Section.

#### 1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Owner's Representative or Construction Manager.
- C. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless



otherwise indicated, approved mockups establish the standard by which the Work will be judged.

1. Laboratory Mockups: Full-size physical assemblies constructed at testing facility to verify performance characteristics.
  2. Integrated Exterior Mockups: Mockups of the exterior envelope erected separately from the building but on Project site, consisting of multiple products, assemblies, and subassemblies.
  3. Room Mockups: Mockups of typical interior spaces complete with wall, floor, and ceiling finishes, doors, windows, millwork, casework, specialties, furnishings and equipment, and lighting.
- D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

#### 1.4 *CONFLICTING REQUIREMENTS*

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Owner's Representative for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with

the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Owner's Representative for a decision before proceeding.

#### **1.5 ACTION SUBMITTALS**

- A. Shop Drawings: For integrated exterior mockups, provide plans, sections, and elevations, indicating materials and size of mockup construction.
  - 1. Indicate manufacturer and model number of individual components.
  - 2. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.

#### **1.6 INFORMATIONAL SUBMITTALS**

- A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.
- B. Qualification Data : For Contractor's quality-control personnel.
- C. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems:
  - 1. Seismic-force-resisting system, designated seismic system, or component listed in the designated seismic system quality-assurance plan prepared by Owner's Representative.
  - 2. Main wind-force-resisting system or a wind-resisting component listed in the wind-force-resisting system quality-assurance plan prepared by Owner's Representative.
- D. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- E. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
  - 1. Specification Section number and title.
  - 2. Entity responsible for performing tests and inspections.
  - 3. Description of test and inspection.
  - 4. Identification of applicable standards.
  - 5. Identification of test and inspection methods.
  - 6. Number of tests and inspections required.
  - 7. Time schedule or time span for tests and inspections.
  - 8. Requirements for obtaining samples.
  - 9. Unique characteristics of each quality-control service.

## **1.7 CONTRACTOR'S QUALITY-CONTROL PLAN**

- A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice to Proceed, and not less than five days prior to preconstruction conference. Submit in format acceptable to Owner's Representative. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule.
- B. Quality-Control Personnel Qualifications: Engage qualified full-time personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.
  - 1. Project quality-control manager may also serve as Project superintendent.
- C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.
- D. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:
  - 1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections.
  - 2. Special inspections required by authorities having jurisdiction and indicated on the "Statement of Special Inspections."
  - 3. Owner-performed tests and inspections indicated in the Contract Documents.
- E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.
- F. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Owner's Representative has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

## **1.8 REPORTS AND DOCUMENTS**

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
  - 1. Date of issue.
  - 2. Project title and number.
  - 3. Name, address, and telephone number of testing agency.
  - 4. Dates and locations of samples and tests or inspections.
  - 5. Names of individuals making tests and inspections.
  - 6. Description of the Work and test and inspection method.

7. Identification of product and Specification Section.
  8. Complete test or inspection data.
  9. Test and inspection results and an interpretation of test results.
  10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
  11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  12. Name and signature of laboratory inspector.
  13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of technical representative making report.
  2. Statement on condition of substrates and their acceptability for installation of product.
  3. Statement that products at Project site comply with requirements.
  4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  6. Statement whether conditions, products, and installation will affect warranty.
  7. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of factory-authorized service representative making report.
  2. Statement that equipment complies with requirements.
  3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  4. Statement whether conditions, products, and installation will affect warranty.
  5. Other required items indicated in individual Specification Sections.
- D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

## 1.9 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
  - 1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
  - 1. Contractor responsibilities include the following:
    - a. Provide test specimens representative of proposed products and construction.
    - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
    - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
    - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
    - e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
    - f. When testing is complete, remove test specimens, assemblies, and mockups, and laboratory mockups; do not reuse products on Project.
- J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:



1. Build mockups in location and of size indicated or, if not indicated, as directed by Owner's Representative or Construction Manager.
2. Notify Owner's Representative and Construction Manager seven days in advance of dates and times when mockups will be constructed.
3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at Project.
4. Demonstrate the proposed range of aesthetic effects and workmanship.
5. Obtain Owner's Representative's and Construction Manager's approval of mockups before starting work, fabrication, or construction.
  - a. Allow seven days for initial review and each re-review of each mockup.
6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
7. Demolish and remove mockups when directed unless otherwise indicated.

#### 1.10 *QUALITY CONTROL*

- A. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
  1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
  2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
    - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
  3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
  4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- B. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 01 33 00 "Submittal Procedures."
- C. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and

reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

- E. Testing Agency Responsibilities: Cooperate with Owner's Representative, Construction Manager, and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
  - 1. Notify Owner's Representative, Construction Manager, and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  - 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
  - 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  - 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  - 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  - 6. Do not perform any duties of Contractor.
- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
  - 1. Access to the Work.
  - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
  - 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  - 4. Facilities for storage and field curing of test samples.
  - 5. Delivery of samples to testing agencies.
  - 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  - 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
  - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- H. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents as a component of

Contractor's quality-control plan. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.

1. Distribution: Distribute schedule to Owner, Owner's Representative, Construction Manager, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

#### **1.11 SPECIAL TESTS AND INSPECTIONS**

- A. Special Tests and Inspections: Owner will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:
- B. Special Tests and Inspections: Conducted by a qualified testing agency as required by authorities having jurisdiction, as indicated in individual Specification Sections, and as follows:
  1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.
  2. Notifying Owner's Representative, Construction Manager, and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
  3. Submitting a certified written report of each test, inspection, and similar quality-control service to Owner's Representative, through Construction Manager, with copy to Contractor and to authorities having jurisdiction.
  4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
  5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
  6. Retesting and reinspecting corrected work.

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

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

##### **3.1 ACCEPTABLE TESTING AGENCIES**

- A. Successful initial common material testing and initial soil density testing will be paid for by owner and coordinated by contractor.

##### **3.2 TEST AND INSPECTION LOG**

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
  1. Date test or inspection was conducted.

2. Description of the Work tested or inspected.
  3. Date test or inspection results were transmitted to Owner's Representative.
  4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Owner's Representative's and Construction Manager's reference during normal working hours.

### 3.3 *REPAIR AND PROTECTION*

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 01 73 00 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 40 00

## SECTION 014100- TESTING LABORATORY SERVICES

### PART 1- GENERAL

#### 1.01 SECTION INCLUDES

- A. Coordination with Owner-elected laboratory as required for material and construction testing.

#### 1.02 LABORATORY SELCTION AND PAYMENT

- A. The Owner shall engage and pay for the services of an independent testing laboratory to perform inspection and tests of materials and construction as defined in the General Conditions, except that in the event of a test failure the Contractor shall pay for re-testing.

#### 1.03 QUALITY ASSURANCE

- A. With the approval of the Owner and Engineer, the Testing Laboratory will recommend the type and number of tests to be performed on the project. The Contractor shall be advised of the number and type of tests to be performed by the Testing Laboratory. The Contractor is responsible for supplying concrete that meets the concrete design mixes specified under Division 3 of the Contract Documents.

### PART 2- PRODUCTS

Not used

### PART 3- EXECUTION

#### 3.01 FIELD QUALITY CONTROL

- A. The Contractor shall cooperate with the laboratory and:
  - a. Make available, without costs, samples of all materials to be tested in accordance with applicable standard specifications
  - b. Furnish such nominal labor and sheltered working space as necessary to obtain samples at the project.
  - c. Advise the laboratory of the identity of materials sources and instruct the supplier to allow test of inspections by the laboratory.
  - d. Notify the laboratory sufficiently in advance of operations to allow for completion of initial tests and assignment of inspection personnel.
  - e. Notify the laboratory sufficiently in advance of cancellation of required testing operation. The Contractor shall be responsible to the laboratory for charges due to failure to notify if requirements for testing are cancelled.
- B. Test Methods: Test and inspections shall be conducted in accordance with the latest standards or ASTM or other recognized authorities.

END OF SECTION

---



## SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
  - 1. Section 011000 "Summary of work" for work restrictions and limitations on utility interruptions.
  - 2. Section 312319 "Dewatering" for disposal of ground water at Project site.
  - 3. Section 321313 "Concrete Paving" for construction and maintenance of cement concrete pavement for temporary roads and paved areas.

#### 1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Owner's Representative, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Sewer Service: Contractor is allowed to temporary tap into existing sewer line during construction.
- C. Water Service: Owner will allow contractor to temporary tap water used by all entities for construction operations.
- D. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- E. Electric Power Service from Existing System: Electric power, if convenient from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Erosion- and Sedimentation-Control Plan: Show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
- C. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.
- D. Moisture-Protection Plan: Describe procedures and controls for protecting materials. Retain "Dust- and HVAC-Control Plan" Paragraph below for renovation work in occupied facilities where review of Contractor's plan for dust control is advisable.

#### 1.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Accessible Temporary Egress: Comply with applicable provisions in the U.S. Owner's Representative & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

#### 1.6 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Exterior: - Chain-Link Fencing: Minimum 2-inch, 0.148-inch- thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts; minimum 2-3/8-inch- OD line posts and 2-7/8-inch- OD corner and pull posts.
- B. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10-mil minimum thickness, with flame-spread rating of 15 or less per ASTM E 84 and passing NFPA 701 Test Method 2.
- C. Dust-Control Adhesive-Surface Walk-off Mats: Provide mats minimum 36 by 60 inches
- D. .

## 2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office Trailer: Heated and Cooled and of sufficient size to accommodate needs of Owner, Owner's Representative, Construction Manager, and construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly. Furnish and equip offices as follows:
  - 1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
  - 2. Conference room of sufficient size to accommodate meetings of 10 individuals. Provide electrical power service and 120-V ac duplex receptacles, with no fewer than one receptacle on each wall. Furnish room with 8' conference table, chairs, and 4-foot- square tack and marker boards.
  - 3. Drinking water and private toilet.
  - 4. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F.
  - 5. Lighting fixtures capable of maintaining average illumination of 20 fc at desk height.
- C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
  - 1. Store combustible materials apart from building.

## 2.3 EQUIPMENT

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

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
  - 1. Locate facilities to limit site disturbance as specified in Section 01 10 00 "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

### 3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
  - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
  - 1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.
- C. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
  - 1. Toilets: Use of Owner's existing toilet facilities is prohibited.
  - 2. Heating and Cooling: Provide temporary/permanent heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- E. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
  - 1. Prior to commencing work, isolate the HVAC system in area where work is to be performed according to coordination drawings.
    - a. Disconnect supply and return ductwork in work area from HVAC systems servicing occupied areas.
    - b. Maintain negative air pressure within work area using HEPA-equipped air-filtration units, starting with commencement of temporary partition construction, and continuing until removal of temporary partitions is complete.
  - 2. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust-containment devices.
  - 3. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.
- F. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient conditions required and minimize energy consumption.

1. Provide dehumidification systems when required to reduce substrate moisture levels to level required to allow installation or application of finishes.
- G. Electric Power Service: Connect to Owner's existing electric power service if applicable or provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations. Maintain equipment in a condition acceptable to Owner.
- H. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
  2. Install lighting for Project identification sign.
- I. Telephone Service: Provide one telephone line(s) for each field office.
1. Provide additional telephone lines for the following:
    - a. Provide a dedicated telephone line for each facsimile machine in each field office.
  2. At each telephone, post a list of important telephone numbers.
    - a. Police and fire departments.
    - b. Ambulance service.
    - c. Contractor's home office.
    - d. Contractor's emergency after-hours telephone number.
    - e. Owner's Representative's office.
    - f. Engineers' offices.
    - g. Owner's office.
    - h. Principal subcontractors' field and home offices.
  3. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.
- J. Electronic Communication Service: Provide a desktop computer in the primary field office adequate for use by Owner's Representative and Owner to access Project electronic documents and maintain electronic communications. Equip computer with not less than the following:
1. Processor: Intel Pentium D or Intel CoreDuo, 3.0 GHz processing speed.
  2. Memory: 4 gigabytes.
  3. Disk Storage: 300 gigabyte hard-disk drive and combination DVD-RW/CD-RW drive.



4. Display: 22-inch LCD monitor with 256-Mb dedicated video RAM.
5. Full-size keyboard and mouse.
6. Network Connectivity: 10/100BaseT Ethernet.
7. Operating System: Microsoft Windows XP Professional or Microsoft Windows Vista Business.
8. Productivity Software:
  - a. Microsoft Office Professional, XP or higher, including Word, Excel, and Outlook.
  - b. Adobe Reader 7.0 or higher.
  - c. WinZip 7.0 or higher.
9. Printer: "All-in-one" unit equipped with printer server, combining color printing, photocopying, scanning, and faxing, or separate units for each of these three functions.
10. Internet Service: Broadband modem, router and ISP, equipped with hardware firewall, providing minimum 384 Kbps upload and 1 Mbps download speeds at each computer.
11. Internet Security: Integrated software, providing software firewall, virus, spyware, phishing, and spam protection in a combined application.
12. Backup: External hard drive, minimum 40 gigabyte, with automated backup software providing daily backups.

### 3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
  1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
  2. Maintain support facilities until Owner's Representative schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas within construction limits.
  1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.
- C. Temporary Use of Permanent Roads and Paved Areas: Locate temporary roads and paved areas in same location as permanent roads and paved areas. Construct and

maintain temporary roads and paved areas adequate for construction operations. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.

1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
  2. Prepare subgrade and install subbase and base for temporary roads and paved areas according to Section 31 20 00 "Earth Moving."
  3. Recondition base after temporary use, including removing contaminated material, regrading, proofrolling, compacting, and testing.
  4. Delay installation of final course of permanent hot-mix asphalt pavement until immediately before Substantial Completion. Repair hot-mix asphalt base-course pavement before installation of final course according to Section 32 12 16 "Asphalt Paving."
- D. Traffic Controls: Comply with requirements of authorities having jurisdiction.
1. Protect existing site improvements to remain including curbs, pavement, and utilities.
  2. Maintain access for fire-fighting equipment and access to fire hydrants.
- E. Parking: Provide temporary parking areas for construction personnel.
- F. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
- G. Project Signs: Provide Project of 8' x 8' size on finished painted plywood with colored rendering as supplied by Owner's Representative with name of project, name/logo of contractor, Owner's Representatives, consultants, etc. as directed by engineer. Properly brace sign with painted 4 x 4's. Unauthorized signs are not permitted.
1. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
    - a. Provide temporary, directional signs for construction personnel and visitors.
  2. Maintain and touchup signs so they are legible at all times.
- H. Waste Disposal Facilities: Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."
- I. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."
- J. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.

1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- K. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate.
- L. Temporary Use of Permanent Stairs: Use of new stairs for construction traffic will be permitted, provided stairs are protected and finishes restored to new condition at time of Substantial Completion.

### 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
  1. Comply with work restrictions specified in Section 01 10 00 "Summary."
- C. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to erosion control and sedimentation control Drawings requirements of 2003 EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
  1. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree protection zones or plant protection zones.
  2. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
  3. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
  4. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.
- D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- E. Tree and Plant Protection: Comply with requirements specified in Section 01 56 39 "Temporary Tree and Plant Protection."
- F. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.

- G. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials.
- H. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
  - 1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.
  - 2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Furnish one set of keys to Owner.
- I. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.
- J. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- K. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
- L. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner from fumes and noise.
  - 1. Construct dustproof partitions with two layers of 6-mil polyethylene sheet on each side. Cover floor with two layers of 6-mil polyethylene sheet, extending sheets 18 inches up the sidewalls. Overlap and tape full length of joints. Cover floor with fire-retardant-treated plywood.
    - a. Construct vestibule and airlock at each entrance through temporary partition with not less than 48 inches between doors. Maintain water-dampened foot mats in vestibule.
  - 2. Where fire-resistance-rated temporary partitions are indicated or are required by authorities having jurisdiction, construct partitions according to the rated assemblies.
  - 3. Insulate partitions to control noise transmission to occupied areas.
  - 4. Seal joints and perimeter. Equip partitions with gasketed dustproof doors and security locks where openings are required.
  - 5. Protect air-handling equipment.
  - 6. Provide walk-off mats at each entrance through temporary partition.

- M. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.

1. Prohibit smoking in construction areas.
2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

### 3.5 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture-Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.

- B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:

1. Protect porous materials from water damage.
2. Protect stored and installed material from flowing or standing water.
3. Keep porous and organic materials from coming into prolonged contact with concrete.
4. Remove standing water from decks.
5. Keep deck openings covered or dammed.

- C. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:

1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed buildings.
2. Keep interior spaces reasonably clean and protected from water damage.
3. Periodically collect and remove waste containing cellulose or other organic matter.
4. Discard or replace water-damaged material.
5. Do not install material that is wet.
6. Discard, replace, or clean stored or installed material that begins to grow mold.

7. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.
- D. Controlled Construction Phase of Construction: After completing and sealing the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
  2. Use permanent HVAC system to control humidity.
  3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.
    - a. Hygroscopic materials that may support mold growth, including wood and gypsum-based products, that become wet during the course of construction and remain wet for 48 hours are considered defective.
    - b. Measure moisture content of materials that have been exposed to moisture during construction operations or after installation. Record readings beginning at time of exposure and continuing daily for 48 hours. Identify materials containing moisture levels higher than allowed. Report findings in writing to Owner's Representative.
    - c. Remove materials that cannot be completely restored to their manufactured moisture level within 48 hours.

### 3.6 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Operate Project-identification-sign lighting daily from dusk until 12:00 midnight.
- D. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- E. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facilities. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.



2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

## SECTION 017300 - EXECUTION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. SUMMARY
- C. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Construction layout.
  - 2. Field engineering and surveying.
  - 3. Installation of the Work.
  - 4. Cutting and patching.
  - 5. Coordination of Owner-installed products.
  - 6. Progress cleaning.
  - 7. Starting and adjusting.
  - 8. Protection of installed construction.
  - 9. Related Requirements:
    - 10. Section 01 10 00 "Summary" for limits on use of Project site.
    - 11. Section 01 33 00 "Submittal Procedures" for submitting surveys.
    - 12. Section 01 77 00 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.
    - 13. Section 02 41 19 "Selective Demolition" for demolition and removal of selected portions of the building.
    - 14. Section 07 84 13 "Penetration Firestopping" for patching penetrations in fire-rated construction.

#### 1.2 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore construction and its surroundings to original conditions after installation of other work.
- C. INFORMATIONAL SUBMITTALS
- D. Qualification Data: For land surveyor or professional engineer.
- E. Certificates: Submit certificate signed by land surveyor or professional engineer certifying that location and elevation of improvements comply with requirements.
- F. Cutting and Patching Plan: Submit plan describing procedures at least 10 days prior to the time cutting and patching will be performed. Include the following information:
  - 1. Extent: Describe reason for and extent of each occurrence of cutting and patching.

2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.
  3. Products: List products to be used for patching and firms or entities that will perform patching work.
  4. Dates: Indicate when cutting and patching will be performed.
  5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.
    - a. Include description of provisions for temporary services and systems during interruption of permanent services and systems.
- G. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.
- H. Final Property Survey: Submit 10 copies showing the Work performed and record survey data.
- I. QUALITY ASSURANCE
- J. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.
- K. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
1. Structural Elements: When cutting and patching structural elements, notify Owner's Representative of locations and details of cutting and await directions from Owner's Representative before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection
  2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operational elements include the following:
    - a. Primary operational systems and equipment.
    - b. Fire separation assemblies.
    - c. Air or smoke barriers.
    - d. Fire-suppression systems.
    - e. Mechanical systems piping and ducts.
    - f. Control systems.
    - g. Communication systems.
    - h. Fire-detection and -alarm systems.
    - i. Conveying systems.
    - j. Electrical wiring systems.
    - k. Operating systems of special construction.
    - l. Insert operating system.

3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:
    - a. Water, moisture, or vapor barriers.
    - b. Membranes and flashings.
    - c. Exterior curtain-wall construction.
    - d. Sprayed fire-resistive material.
    - e. Equipment supports.
    - f. Piping, ductwork, vessels, and equipment.
    - g. Noise- and vibration-control elements and systems.
    - h. Insert miscellaneous element.
  4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Owner's Representative's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
  5. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.
- L. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
  1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Owner's Representative for the visual and functional performance of in-place materials.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
3. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
4. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
5. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
6. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
7. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
  8. Description of the Work.
  9. List of detrimental conditions, including substrates.
  10. List of unacceptable installation tolerances.
  11. Recommended corrections.
  12. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Owner's Representative according to requirements in Section 01 31 00 "Project Management and Coordination."
- E. CONSTRUCTION LAYOUT

- F. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Owner's Representative and Construction Manager promptly.
- G. General: Engage a land surveyor or professional engineer to lay out the Work using accepted surveying practices.
  - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
  - 2. Establish limits on use of Project site.
  - 3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
  - 4. Inform installers of lines and levels to which they must comply.
  - 5. Check the location, level and plumb, of every major element as the Work progresses.
  - 6. Notify Owner's Representative and Construction Manager when deviations from required lines and levels exceed allowable tolerances.
  - 7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
  - 8. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- H. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- I. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Owner's Representative and Construction Manager.
- J. FIELD ENGINEERING
- K. Identification: Owner will identify existing benchmarks, control points, and property corners.
- L. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
  - 1. Do not change or relocate existing benchmarks or control points without prior written approval of Owner's Representative or Construction Manager. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Owner's Representative and Construction Manager before proceeding.
  - 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
  - 3. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
  - 4. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
  - 5. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
  - 6. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.



7. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.
- M. Final Property Survey: Engage a land surveyor to prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by land surveyor, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.
  1. Show boundary lines, monuments, streets, site improvements and utilities, existing improvements and significant vegetation, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point.
  2. Recording: At Substantial Completion, have the final property survey recorded by or with authorities having jurisdiction as the official "property survey."

### 3.3 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  1. Make vertical work plumb and make horizontal work level.
  2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
  3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
  4. Maintain minimum headroom clearance of 96 inches in occupied spaces and 84 inches in unoccupied spaces.
  5. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- B. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- C. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- D. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
  1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Owner's Representative.
  2. Allow for building movement, including thermal expansion and contraction.
  3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

4. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- H. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.
- I. CUTTING AND PATCHING
- J. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
  2. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- K. Temporary Support: Provide temporary support of work to be cut.
- L. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- M. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 011100 "Summary of Work."
- N. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.
- O. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
  5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
  6. Proceed with patching after construction operations requiring cutting are complete.
  7. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

8. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
9. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
  - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
  - b. Restore damaged pipe covering to its original condition.
10. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
  - a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
11. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
12. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
13. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

### 3.4 OWNER-INSTALLED PRODUCTS

- A. Site Access: Provide access to Project site for Owner's construction personnel.
- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel.
  1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
  2. Preinstallation Conferences: Include Owner's construction personnel at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

### 3.5 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
  1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.

2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
  3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
    - a. Use containers intended for holding waste materials of type to be stored.
  4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
  5. Site: Maintain Project site free of waste materials and debris.
- B. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
1. Remove liquid spills promptly.
  2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
  3. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- C. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- D. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- E. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls."
- F. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- G. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- H. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.
- I. STARTING AND ADJUSTING
- J. Coordinate startup and adjusting of equipment and operating components with requirements in Section 01 91 13 "General Commissioning Requirements."
- K. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- L. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

- M. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- N. Manufacturer's Field Service: Comply with qualification requirements in Section 01 40 00 "Quality Requirements."
- O. PROTECTION OF INSTALLED CONSTRUCTION
- P. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- Q. Comply with manufacturer's written instructions for temperature and relative humidity.

**END OF SECTION 017300**

## **SECTION 017700 - CLOSEOUT PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 DEFINITIONS:**

Closeout is hereby defined to include the general requirements near the end of the Contract Time, in preparation for substantial completion, final acceptance, final payment, normal termination of the Contract, occupancy by the Owner and similar actions evidencing completion of the work. Specific requirements for individual units of work are specified in the sections of Division 1 through 16. The time of closeout is recognized to be directly related to "Substantial Completion", and therefore may be either a single time period for the entire work or a series of time periods for individual parts of the work which have been certified as substantially complete at different dates.

After the Contractor receives an executed copy of "A Notice of Substantial Completion" of the project, he shall prepare, assemble and transmit the documents, brochures and drawings herein required in one package to achieve Final Completion.

#### **1.2 CERTIFICATION OF SUBSTANTIAL COMPLETION:**

Prior to requesting Owner's Representative's inspection for certification of Substantial Completion (for either the entire work or portions thereof), complete the following and list all known exceptions in the request:

- A. Submit last progress-payment request, with sworn statement showing 100 percent completion of the work, complete with associated releases, consents and supports.
- B. Advise Owner of pending insurance changeover requirements.
- C. Obtain and submit operating certificates, certificate of occupancy from governing officials, final inspection/test certificates, and similar releases enabling Owner's full and unrestricted use of the work and access to services and utilities.
- D. Deliver tools, spare parts, extra stocks of materials, and similar physical items to Owner neatly and individually boxed up and labeled. Only whole unopened boxes or cans of extra stock will be acceptable.
- E. Make final changeover of locks and transmit keys to Owner, and advise Owner's personnel to changeover in security provisions.
- F. Complete start-up testing of systems and instructions of Owner's operating/maintenance personnel. Complete training of owner or Owner's personnel of proper operation of all electrical and mechanical components. Provide owner with a written report testifying they have been trained and have owner sign report.
- G. Touch-up and otherwise repair and restore marred exposed finishes.
- H. Fire Extinguishers: Leave extinguishers charged and ready for use. Extinguishers shall bear a tag showing the date tested and by whom. All costs incurred shall be borne by the Contractor.



- I. Valve Tag Schedules: Furnish two (2) copies of schedules with the Close-Out Documents and mount one additional copy, framed under glass, in mechanical room.
- J. A comprehensive list of the items to be completed or corrected (Punch list).

### 1.3 CERTIFICATION OF FINAL ACCEPTANCE:

Prior to requesting Owner's Representative's final inspection for certification of final acceptance and final payment, as required by the General Conditions, complete the following and list known exceptions (if any) in request:

- A. Submit final payment request with final releases and supports not previously submitted and accepted.
- B. Submit record drawings, and similar final record information.
- C. Submit record documents, special guarantees, warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
- D. Submit copy of Owner's Representative's final punch-list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance.
- E. Complete the final cleaning.
- F. Submit a lien and privilege certificate from the Clerk of Court, 41st Judicial District Court, Parish of Orleans, dated at least forty-six (46) days after the date of the recording of the owner's acceptance of the Project.
- G. Submit all maintenance and operating manuals.

### 1.4 SUBMITTALS:

- A. General: Specific requirements for submittal documents are indicated in individual Sections of these Specifications. The general requirements are indicated in this Section.
- B. Warranties:
  - 1. The words "Warranty" and "Guarantee" as used anywhere in the text of the Contract Documents shall be interchangeable and synonymous meaning "a legally binding guarantee".
  - 2. Specific warranties do not diminish implied warranties, and shall not deprive the Owner of actions, rights and remedies otherwise available to him for the General Contractor's failure to fulfill requirements of the Contract Documents. Periods of warranties shall not be interpreted as limitations on the time in which the Owner can pursue actions, rights or remedies.
  - 3. Coincidental product warranties, which are in conflict with the requirements of the Contract Documents, will be rejected.
  - 4. Warranties: Refer to individual Sections for requirements. (Submit on Form attached.)

5. All warranties shall commence on the date of Substantial Completion of Work or designated portion thereof or the date the maintenance and operating manuals are submitted, whichever date is the latest.
6. All warranties shall cover all costs for necessary material and labor to promptly replace or restore the failing unit of work and other work damaged from its failure.
- C. Statutory and Non-Influence Affidavits (General Contractor and Subcontractor): Before final acceptance of the Work, the General Contractor shall furnish Statutory and Non-Influence Affidavits on the forms attached.
- D. Inspection Reports: Secure and submit to the Owner, through the Owner's Representative, a certification from the local governmental agency or agencies that the construction has been inspected as required by laws or ordinances and that the building is acceptable for occupancy. (Certificate of Occupancy)
- E. Certificate of Substantial Completion and Certificate of Final Completion: A Certificate of Substantial Completion for the project will be prepared by the Owner's Representative for the purpose of establishing a date when the project is substantially complete, identification of a punch list and determining actual damages or liquidated damages.
- F. Thereafter, the Owner will issue a Notice of Acceptance, which the Contractor shall immediately record with the Clerk of Court in the parish where the project is located and provide the recording information to the Owner's Representative and the Owner.
- G. Submit a Certificate of Final Completion on final inspection of the project verifying that punch list items are complete and all closing documents are in order, as shown by the accompanying project close-out check off list, and that all final payments are in order and establishing a date of final acceptance.
- H. Record Documents and As-Built Record Drawings: (Refer to Section 017839) Submit three (3) copies of each.
- I. As-Built Storm water Detention Facility: On projects incorporating new or modified detention facilities, the Contractor shall secure the Engineer's Certificate, executed on the form attached to this Section, and submit triplicate copies thereof to the Owner's Representative prior to the Owner's Representative's issuance of the Substantial Completion Certificate.
- J. Maintenance Manuals: Organize maintenance and operating manual information into suitable sets of manageable sizes, and bind into individual binders identified and indexed (thumb-tabbed); examples: Air Conditioning Equipment Maintenance, Roof Maintenance, Turf Maintenance.

Include emergency instructions, spare part listing, warranties, guarantees, wiring diagrams, recommended "turn-around" cycles, inspection procedures, shop drawings, product data, and similar applicable information. Bind each manual of each set in a heavy duty 3-ring vinyl-covered binder and include pocket folders for folded sheet information. Legibly mark identification on both the front and spine of each binder.

PART 2 - PRODUCTS: (Not Used)

PART 3 – EXECUTION

3.1 CLOSEOUT PROCEDURES

CLOSEOUT PROCEDURES

017700 - 3

- A. General Maintenance Instructions: Prior to requesting Owner's Representative's inspection for certification of Substantial Completion, arrange for each installer of work requiring maintenance (by the Owner) or operation, to meet with the Owner's personnel, in the Owner's Representative's presence, at the project site, to provide basic instructions needed for proper operation and maintenance of the entire Work. Include instructions by manufacturer's representatives where installers are not expert in the required procedures. Review maintenance manuals, record documentation, tools, spare parts and materials, lubricants, and similar shut-down, emergency operations, noise and vibration adjustments, safety, economy/efficiency adjustments, and similar operations. Review maintenance and operations in relation to applicable guarantees, warranties, agreements to maintain, bonds, and similar continuing commitments.
- B. Listing of Instructions: See "Acknowledgement of Instruction" form at the end of this section. Fill-out one form for each of the items, and submit in TRIPLICATE with Close-Out Documents. Specifically, but not necessarily by way of limitation, provide instruction to Owner's personnel on the following categories of Work:
1. Builders Hardware
  2. Cleaning & Care of Hard Tile Surfaces
  3. Cleaning & Care of Resilient Floor and Base
  4. Cleaning & Care of Carpet
  5. Cleaning & Care of Painted Surfaces
  6. Operation of Fire Extinguishers
  7. Food Service Equipment
  8. Walk-in Cooler & Freezer
  9. Rooftop HVAC Systems
  10. Fans
  11. HVAC Controls
  12. Plumbing Fixtures
  13. Water Heaters
  14. Motor Starters
  15. Fire Dampers
  16. Lighting Fixtures
  17. Fire Alarm System
  18. Burglar Alarm System
  19. Intercom System
  20. Master Television System
  21. Emergency Generator
  22. Electric Heat Units
  23. Kitchen Fire Suppression System
- C. Keys: Transmit keys, except construction master keys directly to Owner from hardware supplier. Hardware supplier shall index, tag and place keys in key cabinet (when applicable) as described below. Secure from the Owner or his designated agent a signed receipt in TRIPLICATE acknowledging receipt of keys and key schedule. Retain one (1) copy and forward two (2) copies of receipt to Owner's Representative.
1. Keys shall be tagged, indexed and submitted to the Owner. Keys shall be tagged

as

follows: One key (record key) for each lock or lockset shall be placed on a numbered tag having a non-opening clip. The remaining key(s) (Use Keys) for the lock or lockset shall be placed on a numbered tag board having the same number as the tag for the Record Key, both numbered tags containing the keys shall then be placed on the corresponding numbered hook in the key cabinet if sufficient capacity exists. If not, bag and turn over to Owner. Record Key tags shall be hexagonal shaped, red in color, with numbers embossed in white. Use key tags shall be trilobal in shape, white in color, with numbers embossed in black.

2. Contractor shall provide Owner with an index (by tag number) in sequential order giving a description of the location of the lock or lockset that the corresponding key operates, additionally, the Contractor shall provide the Owner with index (by Key number) in sequential order giving a description of the location of the lock or lockset that the corresponding key operates. Indexes shall be typed and on the forms furnished with the key cabinet for each type index required. If no forms are furnished with the key cabinet, Contractor may use 20-weight bond paper for typing indexes. Contractor shall provide owner with a "biting" list of each key.

### 3.2 FINAL CLEANING

- A. General: Special cleaning for specific units of work is specified in the Sections of Division 2 through 16.
- B. Provide final cleaning of the Work, at the time indicated, consisting of cleaning each surface or unit of work to the normal "clean" condition expected for a first-class building cleaning and maintenance program. Comply with manufacturers instructions for cleaning operations. The following are examples, but not by way of limitation, of the cleaning levels required:
  1. Remove labels which are not required as permanent labels.
  2. Clean transparent materials, including mirrors and window/door glass, to a polished condition, removing substances that are noticeable as vision-obscuring materials. Replace broken glass.
  3. Clean exposed exterior and interior hard-surfaced finishes, including metals, masonry, concrete, painted surfaces, plastics, tile, wood, special coatings, and similar surfaces, to a dirt free condition, free of dust, stains, films and similar noticeable distracting substances. Except as otherwise indicated, avoid the disturbance of natural weathering of exterior surfaces. Restore reflective surfaces to original reflective condition.
  4. Wipe surfaces of mechanical and electrical equipment clean, including equipment in addition to that specified in Division 15 and 16; remove excess lubrication and other substances.
  5. Remove debris and surface dust from limited-access spaces including roofs, plenums shafts, trenches, equipment vaults, manholes, attics and similar spaces.
  6. Clean concrete floors in non-occupied spaces broom clean.
  7. Vacuum clean carpeted surfaces and similar soft surfaces.
  8. Clean plumbing fixtures to a sanitary condition, free of stains including those resulting from water exposure.

9. Clean light fixtures and lamps so as to function with full efficiency.
10. Clean project site (yard and grounds), including landscape, synthetic turf, development areas, of litter and foreign substances. Sweep paved areas to a broom-clean condition; remove stains, petro-chemical spills and other foreign deposits. Rake grounds clean of all debris that accumulated as a result of the construction.

C. Time of Final Cleaning: Following Owner's Representative's certification of "Substantial Completion", and immediately before his "Final Acceptance" inspection.

D. Removal of Protection:

1. Except as otherwise indicated or requested by the Owner's Representative, remove temporary protection devices and facilities which were installed during the course of the work to protect previously completed work or hazardous conditions during the remainder of the construction period.
2. Temporary silt fence and erosion control devices shall remain in place until one year following Substantial Completion, after which date they shall be removed by the Contractor and the surrounding areas dressed up as required.

E. Compliances: Comply with safety standards and governing regulations for cleaning operations. Do not burn waste materials at the site, or bury debris or excess materials on the Owner's property, or discharge volatile or other harmful or dangerous materials into drainage systems; remove waste materials from the site and dispose of in a lawful manner satisfactory to local disposal ordinances System's solid waste disposal ordinance. Where extra materials of value remaining after completion of the associated work have become the Owner's property, dispose of these to Owner's best advantage as directed.

### 3.3 CONTINUING INSPECTIONS:

Except as otherwise required by special guarantees, warranties, agreements to maintain, workmanship bonds, and similar continuing commitments, comply with the Owner's requests to participate in inspections at the end of each time period of such continuing commitments. Participate in the general inspection(s) of the work during the one-year period for correction after the date(s) of Substantial Completion.

PROJECT CLOSEOUT  
CHECK-OFF LIST

DOCUMENT	NO. OF COPIES	DATE RECEIVED
Special Extended Warranties beyond 1 year	_____	_____
Statutory Affidavit	_____	_____
Non-Influence Affidavit	_____	_____
Certificate of Occupancy	_____	_____
As-Built Drawings and Record Documents	_____	_____
Maintenance Manuals & Equipment Brochures		
Air Conditioning Equipment	_____	_____
Electrical Equipment	_____	_____
Test and Balance Report	_____	_____
Wiring and Controls	_____	_____
Diagrams for Equipment	_____	_____
Keys		
Schedule as specified	_____	_____
Certificate of receipt of keys	_____	_____
Schedule of valve tags, location and function	_____	_____
Punch list items completed	_____	_____
Hazardous Materials Certificate	_____	_____
Engineers Certificate (As-Built Stormwater Detention Facility)	_____	_____
Certificate of Substantial Completion	_____	_____
Record Owner's Notice of Acceptance	_____	_____
Consent of Surety to Final Payment	_____	_____
Contractors Affidavit of Payment of Debts and Claims	_____	_____
Certificate of Final Completion**	_____	_____
Certificate from Clerk of Court Status of Liens & Privileges Recorded	_____	_____
Certificate of Final Payment to Contractor	_____	_____

\* Submit following Owner's acceptance of facility for use.

\*\* Hold all other documents and submit in a package when all requirements are complete.  
(No exceptions; piecemeal submittals will be returned.)



I certify that, being familiar with the Contract Documents for this project, to the best of my knowledge, the items checked off herein above constitute all that are applicable to this project.

---

Contractor's Signature  
(For Submitting to the Owner's Representative)

Date Submitted to the Owner's Representative

---

Owner's Representative's Signature  
(For Submitting to the Owner)

Date Submitted to the Owner

### STATUTORY AFFIDAVIT

STATE OF LOUISIANA, PARISH OF \_\_\_\_\_

FROM:

(Contractor)

TO:

RE: Contract entered into the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the above mentioned parties for the construction of a \_\_\_\_\_ at \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned hereby certifies that all work required under the above contract has been performed in accordance with the terms thereof, that all material men, subcontractors, mechanics, and laborers have been paid and satisfied in full and that there are no outstanding claims of any character arising out of the performance of the contract which have not been paid and satisfied in full.

2. The undersigned further certifies that to the best of his knowledge and belief there are no unsatisfied claims for damages resulting from injury or death to any employees, subcontractors, or the public at large arising out of the performance of the contract, or any suits or claims for any other damage of any kind, nature, or description which might constitute a lien upon the property of the Owner.

3. The undersigned makes this affidavit as provided by law and for the purpose of receiving final payment in full settlement of all claims arising under or by virtue of the contract, and acceptance of such payment is acknowledged as a release of the Owner from any and all claims under or by virtue of the contract.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Personally appeared before the undersigned, and who after being duly sworn, depose(s) and say(s) that the facts stated in the above affidavit are true.

\_\_\_\_\_  
Notary Public

The \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires \_\_\_\_\_, 20\_\_\_\_.

Parish, La

# NON-INFLUENCE AFFIDAVIT

PARISH OF:

STATE

I do solemnly swear on my oath that as to the contract dated

\_\_\_\_\_, 20\_\_\_\_, for

Project Name: \_\_\_\_\_  
Between \_\_\_\_\_

and the \_\_\_\_\_, I have no knowledge of the exertion of any influence or the attempted exertion of any influence on the firm on behalf of which this affidavit is made in any way, manner, or form in the purchase of materials, equipment, or other items involved in the construction, manufacture or employment of labor under the aforesaid contract, by any member of the State Board of Education, or any employee of the State Board of Education, or any member of the Local Board of Education, or any employee of the Local School District, or any person connected with the State Government of Louisiana in any way whatsoever.

This day of 20 .

Name (Typed or Legibly Printed)

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Parish of \_\_\_\_\_

State of \_\_\_\_\_

Personally before me, the undersigned, appeared

who is known to me to be an official of the firm of

who, after being duly sworn, stated on his oath that he had read the above statement and that the same is true and correct.

Notary Public

My commission expires

This day of 20 .

### ACKNOWLEDGEMENT OF INSTRUCTION

PROJECT NAME: \_\_\_\_\_

PROJECT NO.: \_\_\_\_\_

CONTRACTOR NAME: \_\_\_\_\_

CONTRACTOR ADDRESS: \_\_\_\_\_

OWNER:

By signature below, the Owner and the Contractor each acknowledge that the Contractor (and/or his representative) has satisfactorily instructed the Owner in the use, operation, and maintenance of:

DATE: \_\_\_\_\_

CONTRACTOR'S INSTRUCTING PERSONNEL: \_\_\_\_\_ (All names legibly printed)

OWNER'S PERSONNEL INSTRUCTED:

(All names legibly printed)

\*See individual entries in paragraph 3.1.2 of this section and legibly enter here.

## CERTIFICATE OF FINAL COMPLETION

PROJECT NAME: \_\_\_\_\_

PROJECT NO.: \_\_\_\_\_

DATE OF CONTRACT: \_\_\_\_\_

DATE OF THIS CERTIFICATE: \_\_\_\_\_

SOURCE OF FUNDS: \_\_\_\_\_

CONTRACTOR (Name, Address): \_\_\_\_\_

TO: (OWNER)

### THIS CERTIFICATE COVERS THE ENTIRE PROJECT

By execution of this document, the Contractor and Owner's Representative each certify that the work performed under this Contract has been reviewed at a final inspection on \_\_\_\_\_ and found to be complete as certified by the attached project close-out check off list, and the Owner accepts the project as complete on the 1st date of this certificate. A clear lien and privilege certificate from the Clerk of Court for the 19th Judicial District Court is dated at least 46 days after the recording of the Owner's Notice of Acceptance and is attached. Final payment to the Contractor is authorized. Execution and acceptance of this certificate by the Owner shall in no way waive or void any conditions of the Contract Documents.

A Certificate of Substantial Completion has been issued establishing as the date of occupancy and the commencement of all Warranties and Guarantees required by the Contract Documents. The Owner assumed responsibility for insurance, utilities and routine maintenance as of \_\_\_\_\_

\_\_\_\_\_  
OWNER'S REPRESENTATIVE BY DATE

\_\_\_\_\_  
CONTRACTOR BY DATE

\_\_\_\_\_  
OWNER BY DATE

**END OF SECTION 017700**

## SECTION 021000

### SITE PREPARATION

#### PART 1 GENERAL

##### 1.1 SCOPE OF WORK

A. WORK to be performed under this section shall consist of clearing and grubbing the site within the limits of the approved Development Drawings and disposal of all waste materials.

B. WORK also included under this section shall include the removal and replacement of existing fences and the erection of temporary fences.

##### C. Definitions

1. Clearing: The removal and disposal of all exposed objectionable matter such as: trees, brush, logs, buildings, fences, poles, rubbish, loose boulders and other debris resting on or protruding through the ground surface.

2. Grubbing: The removal and disposal of all objectionable matter such as: logs, poles, stumps, structures, boulders, rubbish, and other debris which is embedded in the soil.

##### 1.2 REGULATORY REQUIREMENTS

A. Conform to applicable code for disposal of debris.

B. Conform to local Fire Department Codes for burning debris on site. CONTRACTOR shall obtain all necessary permits prior to burning on site.

#### PART 2 PRODUCTS

##### 2.1 MATERIALS

A. Materials used for protection of trees and vegetation to remain during clearing operations shall be at CONTRACTOR'S option. Materials chosen shall be approved by the Engineer prior to installation and upon installation shall be approved by the Engineer to ensure maximum protection to vegetation.

B. Materials used for the repair of trees and vegetation damaged outside clearing limits shown on Drawings shall be at CONTRACTOR'S option but must be approved by the Engineer prior to use.

C. Wound paint shall be a standard bituminous product.



- D. Herbicides shall not be used unless written approval is given by the OWNER.
- E. Explosives shall not be used unless written approval is given by the OWNER.
- F. Materials used for the replacement or relocation of existing fences shall be of equal or superior quality to those fence materials existing prior to construction unless specified otherwise on the plans.

## PART 3 EXECUTION

### 3.1 CLEARING

- A. No tree, shrub, or other landscaping plants shall be removed unless absolutely necessary for the construction of the proposed improvements. All shrubs or landscaping plants removed or damaged during construction shall be replaced by the CONTRACTOR at his expense, with landscaping approved by the OWNER.
- B. Limits of clearing shall be contained within the areas within Right-of-way, Easement and Construction limits as shown on the approved Development Drawings.
- C. Fences that cannot be reused shall be removed to such a distance to allow construction activity and shall be replaced with new materials similar to existing fences upon completion of construction.

### 3.2 GRUBBING

- A. The limits of grubbing shall be contained within Right-of-way, Easement and Construction limits as shown on the approved Development Drawings.
- B. Stumps and roots shall be grubbed and removed to a depth not less than 2 feet below existing grade or bottom of foundation structure.
- C. All holes or cavities which extend below the subgrade elevation of proposed WORK shall be filled with crushed rock or other suitable material and compacted to the project specifications.

### 3.3 PROTECTION

- A. Streets, roads, adjacent property, and other works to remain shall be protected throughout the work in accordance with local laws and ordinances.
- B. CONTRACTOR shall make every effort to protect existing bench marks, R/W markers, monuments, iron pins, property corner markers, etc. If any are disturbed or destroyed, CONTRACTOR shall provide services of a registered land surveyor to replace the markers.
- C. No trees shall be cut outside of areas designated without specific approval of the

OWNER, and any trees designated shall be protected from damage by CONTRACTOR'S construction operations.

D. Existing trees and other vegetation to remain shall be protected as directed by the OWNER: 1 Trees shall be protected by fencing, barricades, or wrapping. 2 Shrub and bushes shall be protected by fencing, barricades, or wrapping. Wrapping of bushes and shrubs with plastic film will not be permitted. 3 Shallow-rooted plants shall be protected at ground surface under and in some cases outside the spread of branches by fencing, barricades, or ground cover protection.

E. In the event that archaeological resources are uncovered, CONTRACTOR shall notify the owner prior to proceeding with WORK.

F. It shall be the responsibility of the CONTRACTOR to inspect the site, determine the amount of work required, and include this work in his proposal.

### 3.4 DISPOSAL

A. CONTRACTOR shall remove and dispose of all excess material resulting from clearing or site preparation operations. CONTRACTOR shall dispose of such materials in a manner acceptable to the OWNER at an approved location where such materials can be lawfully disposed.

B. CONTRACTOR may, at no cost, retain any materials of value from clearing operations for his own use or disposal by sale unless otherwise stated in these Specifications. Such material shall be removed from construction area before completion of WORK. The Owner assumes no responsibility for protection or safekeeping of any materials so retained by CONTRACTOR.

C. Materials will not be disposed of by burying unless approved by OWNER.

D. Burning will NOT be permitted. Cleared material shall be reduced to mulch by chipping/grinding. Mulch from grinding operations may be utilized as an aid to temporary erosion control. Excess mulch must be removed from the site at no additional cost to Owner. Permanent ground cover requirements remain.

E. Material to be removed from site shall be removed as it accumulates to prevent any unsightly spoil areas.

END OF SECTION 02100

**DIVISION 2 – EXISTING CONDITIONS**  
**SECTION 022000 – EXCAVATING AND BACKFILLING**

**PART 1.00 GENERAL**

1.01 Related Work Specified Elsewhere

- A. Cast in Place Concrete – Section 033000
- B. Geotechnical Report

1.02 Description

- A. The Contractor shall furnish all materials, labor and equipment necessary to remove all earth, rock, water, debris and other materials to the extent required for the construction of the improvements shown on the plans. Also included is the preparation of the subgrade and base and the backfilling and compaction around the improvements to the lines and grades established on the Drawings.

1.03 Applicable Publications

- A. The following latest publications of the issues listed below, but referred to thereafter by basic designation only, form a part of this specification to the extent indicated by the references thereto:

Louisiana Standards Specifications for Roads and Bridges, 2000 Edition,  
including amendments (LSSRB)

Excavation and Embankment – Section 203

1.04 Excavation

- A. Excavation shall extend to the width and depth shown on the Drawings or as specified.

1.05 Backfilling

- A. The bottom of the excavation shall be firm, dry, and in all respects, acceptable. The contractor shall be required to place suitable select backfill in accordance with the Drawings, LSSRB Section 203, and these specifications, to the proper grade prior to stabilizing the base course.

**PART 2.00 PRODUCTS**

2.01 Select Backfill

- A. Select Backfill shall have a maximum PI of 25 and a maximum organic content of 5 percent. Soils with a silt content of 50 percent or greater and a PI of 10 or less will not be allowed.

## 2.02 Suitable Excavated Sub-Base

- A. Good sound base material excavated from beneath the existing track and field event paving and found to be free from waste, rubbish, objectionable organic matter, large rocks, waste concrete, or other unstable or unsuitable material.

## 2.03 Native Material

- A. Good sound earth as determined by the geotechnical engineer, free from waste, rubbish, objectionable organic matter, large rocks, waste concrete, or other unstable or unsuitable material.

# **PART 3.00 EXECUTION**

## 3.01 Excavation

- A. In case the excavation is carried below the required depth as shown in the details due to an error by the Contractor not for the purpose of removing stumps, roots, logs, etc., the Contractor shall fill and compact the bottom of the excavation up to grade with base material in a manner acceptable to the Engineer, without additional compensation for the materials, excavation or the backfilling.
- B. All material excavated shall be placed so as to minimize interference with public travel and to permit proper access for inspection of the work.

## 3.02 Disposal of Materials

- A. All excess excavated material not required for regrading shall be removed from the site of the work by the Contractor and disposed of at a legally approved off-site area at no cost to the Owner.

## 3.03 Over-Excavation to Remove Stumps, Roots, Logs

- A. Stumps, roots, and logs which are encountered within the excavation area shall, as directed by the Engineer, be cut to a depth of one (1) foot below the bottom of the base course. The Contractor shall fill this excavated space with compacted backfill material.
- B. When so required by the Engineer, the Contractor shall probe one (1) foot below the established bottom of the base course. If any stump, roots, logs, etc., are discovered by this probing, the Contractor shall cut them out just as if they had been visible in the road bed.
- C. Blasting will not be allowed for the removal of stumps.

## 3.04 Backfilling

- A. Low areas shall be filled with suitable based material. All fill shall be placed in layers thoroughly compacted to 95% of maximum dry density in accordance with ASTM D-1557. Maximum lifts shall be 12 inches.

- B. Under nonpaved areas, native material shall be placed. Fill in excess of available native material shall consist of select backfill. All fill shall be placed in layers not exceeding 12 inches deep and compacted to approximate density of the adjacent material to eliminate voids.
- C. Broken paving shall not be placed in backfill.

3.05 Restoring Adjacent Surfaces

- A. The surface of disturbed areas shall be restored by the Contractor to a condition at least equal to that existing before work began.

END OF SECTION

## **SECTION 023000 – EARTHWORK**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### **1.2 SUMMARY**

- A. This Section includes the following:
  - 1. Drainage course for slabs-on-grade.
  - 2. Base and subbase course for concrete parking and drive pavements.
  - 3. Subsurface drainage backfill for walls and trenches.
  - 4. Excavating and backfilling for utility trenches.
- B. Related Sections include the following:
  - 1. Division 1 Section "Temporary Facilities and Controls" for temporary controls, utilities, and support facilities.
  - 2. Section 311000 "Site Clearing" for temporary erosion and sedimentation control measures, site stripping, grubbing, stripping topsoil, and removal of above- and below-grade improvements and utilities.
  - 3. Section 021050 Stormwater pollution prevention

#### **1.3 DEFINITIONS**

- A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
  - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
  - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Course placed between the subbase course and hot-mix asphalt paving.
- C. Bedding Course: Course placed over the excavated subgrade in a trench before laying pipe.
- D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- E. Drainage Course: Course supporting the slab-on-grade that also minimizes upward capillary flow of pore water.
- F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
- G. Fill: Soil materials used to raise existing grades.



- H. Subbase Course: Course placed between the subgrade and base course for hot-mix asphalt pavement, or course placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.
- I. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.
- J. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

#### 1.4 SUBMITTALS

- A. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:
  - 1. Classification according to ASTM D 2487 of each on-site and borrow soil material proposed for fill and backfill.
  - 2. Laboratory compaction curve according to ASTM D 698 for each soil material proposed for fill and backfill.

#### 1.5 QUALITY ASSURANCE

- A. Geotechnical Testing Agency Qualifications: An independent testing agency qualified to conduct soil paid by owner and coordinated with by contractor.

#### 1.6 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Owner's Representative and then only after arranging to provide temporary utility services according to requirements indicated.
  - 1. Notify Owner's Representative not less than two days in advance of proposed utility interruptions.
  - 2. Do not proceed with utility interruptions without Owner's Representative's written permission.
  - 3. Contact utility-locator service for area where Project is located before excavating.
- B. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shut off services if lines are active.

### PART 2 - PRODUCTS

#### 2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: Reference geotechnical report.

- C. Drainage Course: Reference geotechnical report.

## 2.2 ACCESSORIES

- A. Detectable Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches (150 mm) wide and 4 mils (0.1 mm) thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches (750 mm) deep; colored as follows:
  - 1. Red: Electric.
  - 2. Yellow: Gas, oil, steam, and dangerous materials.
  - 3. Orange: Telephone and other communications.
  - 4. Blue: Water systems.
  - 5. Green: Sewer systems.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Preparation of subgrade for earthwork operations including removal of vegetation, topsoil, debris, obstructions, and deleterious materials from ground surface is specified in section 311000 "Site Clearing."
- C. Protect and maintain erosion and sedimentation controls, which are specified in Section 311000 "Site Clearing," during earthwork operations.
- D. Provide protective insulating materials to protect subgrades and foundation soils against freezing temperatures or frost.

### 3.2 EXCAVATION, GENERAL

- A. Classified Excavation: Excavate to subgrade elevations. Material to be excavated will be classified as earth.
  - 1. Earth excavation includes excavating pavements and obstructions visible on surface; underground structures, utilities, and other items indicated to be removed; together with soil, boulders, and other materials not classified as rock or unauthorized excavation.
    - a. Blasting is strictly prohibited.

### 3.3 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

### 3.4 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
  - 1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line. Re: Mech and Elec specifications for required depths.

### 3.5 SUBGRADE INSPECTION

- A. Notify Owner's Representative when excavations have reached required subgrade.
- B. If Owner's Representative determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.

### 3.6 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

### 3.7 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
  - 1. Construction below finish grade including, where applicable, subdrainage, damp proofing, waterproofing, and perimeter insulation.
  - 2. Surveying locations of underground utilities for Record Documents.
  - 3. Testing and inspecting underground utilities.
  - 4. Removing concrete formwork.
  - 5. Removing trash and debris.
- B. Place backfill on subgrades free of mud, frost, snow, or ice.

### 3.8 UTILITY TRENCH BACKFILL

- A. Place backfill on subgrades free of mud, frost, snow, or ice.

- B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- C. Place and compact initial backfill of subbase material, free of particles larger than 1 inch in any dimension, to a height of 12 inches over the utility pipe or conduit.
  - 1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
- D. Backfill voids with satisfactory soil while installing and removing shoring and bracing.
- E. Place and compact final backfill of satisfactory soil to final subgrade elevation.
- F. Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

### 3.9 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
  - 1. Under grass and planted areas, use satisfactory soil material.
  - 2. Under walks and pavements, use satisfactory soil material.
  - 3. Under steps and ramps, use engineered fill.
- C. Place soil fill on subgrades free of mud, frost, snow, or ice.

### 3.10 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction as per geotechnical report.
  - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
  - 2. The moisture content during compaction should be maintained within -2% to +5% of its optimum as determined by the standard Proctor compaction test (ASTM D 698). Remove and replace, or scarify and air dry otherwise satisfactory soil material that exceeds optimum moisture content

### 3.11 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 9 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.

- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
  - 1. Under pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material to 95% of the Standard Proctor Compaction (ASTM D698).
  - 2. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 95 (Standard Proctor) percent.
  - 3. Under lawn or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 88 percent standard proctor.
  - 4. For utility trenches, compact each layer of initial and final backfill soil material at 88 percent standard proctor.

### 3.12 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
  - 1. Provide a smooth transition between adjacent existing grades and new grades.
  - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
  - 1. Lawn or Unpaved Areas: Plus or minus 1 inch.
  - 2. Walks: Plus or minus 1 inch.
  - 3. Pavements: Plus or minus 1/2".
  - 4. Parking lot islands:
    - a. Remove all concrete debris.
    - b. Provide compacted top soil to top of curb and crown fill in middle for 1.5% slope.
- C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch when tested with a 10-foot straightedge.

### 3.13 SUBSURFACE DRAINAGE

- A. Subdrainage Pipe: Specified in Division 2 Section "Subdrainage."
- B. Drainage Backfill: Place and compact filter material over subsurface drain, in width indicated, to within 12 inches of final subgrade, in compacted layers 6 inches thick. Overlay drainage backfill with 1 layer of subsurface drainage geotextile, overlapping sides and ends at least 6 inches.
  - 1. Compact each filter material layer to 85 percent of maximum dry unit weight according to ASTM D 698 with a minimum of two passes of a plate-type vibratory compactor.
  - 2. Place and compact impervious fill over drainage backfill in 6-inch- thick compacted layers to final subgrade.

### 3.14 DRAINAGE COURSE

- A. Place drainage course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place and compact drainage course under cast-in-place concrete slabs-on-grade as follows:
  - 1. Place drainage course 6 inches or less in compacted thickness in a single layer.
  - 2. Compact each layer of drainage course to required cross sections and thicknesses to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

### 3.15 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing.
- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.
- C. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:
  - 1. Paved Areas: At subgrade and at each compacted fill and backfill layer, at least 1 test for every 3,000sf
  - 2. Trench Backfill: At each compacted initial and final backfill layer, at least 1 test for each 150 feet or less of trench length, but no fewer than 2 tests.
- D. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

### 3.16 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
  - 1. Scarify or remove and replace soil material to depth as directed by Owner's Representative; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
  - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.17 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

END OF SECTION 023000



## **SECTION 024000 - GRADING**

### **PART 1 - GENERAL**

This section includes all grading work required for the construction of the driveway and parking improvements shown on the Drawings within the project area. Grading operations shall include rough and finish grading as indicated on the Drawings to provide adequate drainage for the project area. Grading operations shall also include rough and finish grading of ditches to provide positive drainage from pipe invert to pipe invert.

#### **1.01 Related Work Specified Elsewhere**

A. Excavating, Backfilling and Compacting for Pavement – Section 02300 “Earthwork”.

### **PART 2 - PRODUCTS (NOT USED)**

### **PART 3 - EXECUTION**

3.01 Site shall be graded to meet existing contours on adjacent properties to the construction site so as to provide positive drainage into existing catch basins or other drainage structures.

3.02 Finish grading shall include excavating, stockpiling, and placing approved native material as required to cover entire site to an elevation appropriate for the placing of sod or seed as required elsewhere in these specifications and as shown on the drawings.

Required fill material in excess of available native material shall be select backfill in accordance with Section 02300 “Earthwork”.

#### **3.03 Ditch Bottom Grading**

1. Grading shall include excavating, and placing approved native material as required to obtain positive drainage from pipe invert to pipe invert. The ditch bottom shall be free of voids and pockets.
2. Excess excavated material from ditches shall become the property of the Contractor and shall be disposed of off site, at the Contractor's expense, all in accordance with local codes and ordinances governing locations and safety laws.
3. Contractor shall not reshape ditches side slopes, except in cases of roadway realignment encroaching on the existing ditch alignment, as approved by the Engineer. Ditches requiring reshaping shall have maximum side slopes of 1 vertical on 3 horizontal. In no case shall the ditches encroach upon private property.

END OF SECTION

## SECTION 025030 - NONFILL SYNTHETIC TURF SYSTEM

### SECTION 1: GENERAL SPECIFICATIONS – NONFILL TURF

It shall be the responsibility of the CONTRACTOR to verify measurements of the installation areas as well as to provide all labor, materials, equipment, and tools necessary for the complete installation of a vertical-to-horizontally draining synthetic turf system, with natural cooling additive materials on a structural base. The work shall include but is not limited to the following items:

Locate and secure clearance for all project specific utilities. It is solely the responsibility of the CONTRACTOR to repair damaged utilities.

The beginning elevations for the existing athletic fields will be determined by the current elevations of the perimeter curbing of the track or ball field. The finish elevation of the newly installed artificial surface will match those shown on the drawings or outlined in this specification. The CONTRACTOR shall bear the responsibility of meeting the specified slopes and elevations.

If necessary, all geotechnical testing is the responsibility of the OWNER.

Remove and dispose of organic materials within the limits of the project area.

Excavate site to depth required to accommodate required cross-section, slope and finished grades. This material will be removed and disposed of by the Contractor.

Contour, slope, grade and compact sub-base to required specifications, elevations and contours.

Install a 1-5/8" structural base using a 3,000-psi concrete with a minimum 40-millimeter deep steel, aluminum, or polyolefin structural grid with built in expansion joints.

Concrete (curbing or existing concrete structure such as backstop or existing concrete wall) or treated nailer board anchor system as specified must be installed around the full perimeter of the field in all areas receiving synthetic turf. If curbing is part of work scope, curb shall be 6" wide by 12" deep and contain two horizontal strands of #3 rebar with vertical #3 rebar strands every 5' throughout curb. Curb will be poured using 3,000 psi concrete.

Install a perimeter anchor to the newly poured curb encompassing the proposed turf areas with a polyboard or pressured treated nailer board, approved for ground contact, to match the finish grade of the structural base per project drawings and specifications.

Install perimeter drainage collector piping trenches lined with geotextile fabric. Install perforated drainage piping in trenches and backfill with number 57 limestone as per project drawings and specifications. Number 57 is an even gradation stone (size is ~3/4" – 1") and is self compacting.

Install a shock pad with horizontal and vertical drainage capabilities that meets the performance requirements as specified in project drawings and specifications.

Install an artificial turf, tufted to a maximum 1.25-inch height, having 100% polyethylene fibers with a dimensionally stable primary backing that meets the performance requirement detailed in the specifications.

Install all tufted and inlaid lines and markings as shown on the Owner approved turf drawings.

Install a cooling additive to enhance the ability of the surface to absorb or disperse heat. Additive shall not be visible once applied and shall be non-organic and shall be non-silica and have no coatings of any kind.

Clean site per owner's instruction and dispose of any unwanted materials.

#### QUALIFICATIONS:

The CONTRACTOR must provide competent workmen skilled in artificial turf installation. The designated supervisory personnel on the project must be certified by the CONTRACTOR as competent in the installation of these components.

Placement of all tufted lines and markings must be as shown in the project plans and specifications.

#### POST BID SUBMITTALS:

Within ten days of bid opening and prior to the award of contract, the apparent low bidder shall submit the following:

The CONTRACTOR shall submit to the owner, for the owner's approval, the following items:

The CONTRACTOR shall submit manufacturer's catalog cuts, safety data sheets, (SDS), specifications, brochures and the sources of the fiber, backing, coating, cooling additive and shock pad.

The CONTRACTOR shall submit to the owner a 12" x 18" (minimum) sample of the exact synthetic grass to be provided.

The CONTRACTOR shall submit to the owner a 10" X 10" (minimum) sample of the exact shock pad/drainage blanket material to be provided.

The CONTRACTOR shall submit to the owner a 10" X 10" (minimum, if applicable) sample of the exact structural base system to be provided within 10 days after the bid date. Testing data required shall also be submitted within 10 days after the bid date.

The CONTRACTOR shall submit a "one source warranty" for the following components.

1. Turf product with cooling additive including material, installation and labor: 12-years non-prorated.
2. Pad product including material, installation and labor: 25-years non prorated.
3. Structural Base including material, installation and labor: 25-years non prorated.

Before award of the contract, the apparent low bidding CONTRACTOR shall submit the following performance testing data for the SYSTEM submitted within 10 days of the bid date. Results of the applicable testing shall fall within FIFA Quality Range and all testing shall be performed by a FIFA accredited lab with a ISO17025 certification. All others shall meet the criteria outlined in these documents.

1. Shock Absorption: FIFA Test Method 04a
2. Vertical Deformation: FIFA Test Method 05a

3. Rotational Resistance: FIFA Test Method 06a
4. Vertical Ball Rebound: FIFA Test Method 01a
5. Pile height, face weight and total weight (not including cooling additive): ASTM D5848, minimum 127.5 oz.
6. Backing Weight: ASTM D5848, minimum 8 oz.
7. Tuft Bind: ASTM D1335, minimum 9 lbs.
8. Yarn Thickness: ASTM D1907
9. Yarn Denier: ASTM D1907
10. Machine Gauge: ASTM D5848, minimum 3/8"
11. Grab Tear Strength: ASTM D5034, minimum 270/390
12. Water Permeability: EN12616, greater than 60" per hour
13. Melting Point: ASTM D7138, greater than 250 degrees F
14. Lead Content: ASTM 6020B, less than 100
15. Head Injury Criterion: ASTM 3146 2018, Procedure A, less than 1000 at 1.3m
16. Gmax: ASTM F355-16, missile A, less than 100 initial
17. Resistance to Chemicals: ASTM F925, pass
18. Resistance to Bacteria: ASTM G22, pass
19. Resistance to Fungi: ASTM G21, pass
20. Pill Test: ASTM D2859, pass

After installation, onsite testing of the above criteria will be performed prior to issuance of the substantial completion certificate. All testing data on the "as built" will perform within these published guidelines. All post award and field testing will be included in the bid price.

The CONTRACTOR shall provide a written certification identifying the installing supervisor by name and experience and stating that the installing supervisor is authorized and qualified to install the provided turf product as well as make site-specific decisions throughout the project.

#### MATERIALS – ARTIFICIAL TURF:

The synthetic grass material shall be in accordance with the following:

The fiber shall be a maximum 1.25 inches tuft height and shall **NOT** be honeycomb fibrillated.

The tufted total weight (not including cooling additive) shall not be less than 127.5-ounces per square yard. The fiber shall be 100% polyethylene, (no polypropylene blend permitted, no nylon blend permitted), treated with UV inhibitor and shall be tufted at a yarn face weight of 100-ounces per square yard. The product shall include three yarns, in identical green pantones (unless alternating panels are specified then different green pantones will be acceptable), all tufted through one needle.

The three yarns shall include a texturized monofilament (micron 140-160), a non-texturized monofilament (micron 145—165) and a bi-axial yarn (micron 95-115). The gauge of the stitch line separation shall be no more than 3/8".

The synthetic grass backing shall be a multi-layer fabric (minimum 7.5 oz per square yard) incorporating a dimensionally stable primary backing.

A secondary backing shall consist of an application of polyurethane, which is heat activated to permanently lock fiber tufts in place. The polyurethane backing shall be coated at a minimum application rate of 20-ounces per square yard. The backing shall be perforated. The synthetic grass shall be delivered in 15' or 12' wide rolls.

**NOTE:** The owner may randomly select a minimum 12" x 12" sample of the **DELIVERED** materials and independently test the sample for conformance to the material specifications. The cost of such testing shall be borne by the CONTRACTOR. At the request of the owner, the CONTRACTOR shall replace any materials, which, according to the testing, does not comply with the performance specifications delineated herein.

**PHYSICAL PERFORMANCE CRITERIA FOR ARTIFICIAL TURF:**

The synthetic grass system shall demonstrate by independent, certified laboratory testing:

A minimum average *Tuft-Bind* **without** cooling additive (ASTM D-1335) of 9 lbs.-force.

A minimum breaking strength (ASTM D-5034) of **270/390** (x and y direction) lbs.-force

An initial G-max (ASTM F-355-A) of 100, or less.

An Ultimate G-max of 125 shall be highest attainable G-max during the warranty period.

A Head Injury Criterion rating of 1.3 meters.

A permeability rating of greater than 60 inches per hour.

**MATERIALS-ARTIFICIAL TURF APPROVED MANUFACTURERS**

A) GeoSurfaces, St. Gabriel, LA  
Phone: 877.663.5968

Approved Product: Pivot by Tencate

B) Hellas Construction, Inc. Cedar Park, TX  
Phone: 512.250.2910

Approved Product: Nonfill Synthetic Turf

C) J & L Strawn Construction, Inc. Rochester, IL  
Phone: 217.553.5179

Approved Product: Nonfill Synthetic Turf

Turf products listed as approved, must meet the minimum physical requirements listed in the specifications.

**PHYSICAL PERFORMANCE CRITERIA FOR SHOCK PAD:**

- Panel size: Nominal 4' X 6'
- Panel thickness: minimum 15mm
- Panel thickness tolerance: +/- 2 mm
- Material: Expanded Polypropylene
- Vertical deformation (with turf in place): 4mm to 11mm
- Maximum G-Max (with turf in place): 135 will be the highest allowable G-Max for the life of the warranty.
- Material must be offered in solid core or perforated
- Material must not absorb water

- Material must be fungi and bacteria resistant
- Minimum vertical drainage rate of 100 inches per hour (perforated)
- Minimum horizontal drainage rate of 50 inches per hour (solid core)
- Open cell foams will not be considered equal
- Cross link foams will not be considered equal
- Must be virgin product of singular form
- No urethane binders or other adhesives are allowed in the shock pad product

#### MATERIALS-SHOCK PAD/DRAINAGE BLANKET APPROVED MANUFACTURERS

A) Brock International, Boulder, Colorado  
Phone: 303.544.5800

Approved Product: Brock Power Base YSR

B) GeoSurfaces, Inc., St. Gabriel, LA  
Phone: 877.663.5968

Approved Product: GeoFlo+

C) Ag Source, Mifflintown, PA  
Phone: 717.587.9568

Approved Product: minimum 15mm Expanded Polypropylene

Or other approved equal

#### PERMANENT MARKINGS

All markings shall be permanently installed according to the Seaming Plan/Turf Submittal from the contractor providing the nonfill synthetic turf and will be approved by owner before installation.

#### COOLING ADDITIVE MATERIAL:

The material shall consist of a non-compacting specifically graded, dust free, naturally occurring substance. These materials shall be as designated by the CONTRACTOR and delivered to the job site in appropriate containers. The application shall consist of 3.5 lbs. per square foot cooling additive. Cooling additive must be natural, non-silica and not organic. Additive must be invisible after installation and must have a specific gravity of more than 2.5. **NO PERFORMANCE INFILLS SHALL BE ACCEPTED.** A material that impacts foot feel, foot action, ball bounce, ball action or is visible after installation will not be approved.

#### MATERIALS-COOLING ADDITIVE APPROVED MANUFACTURERS

A) GeoSurfaces, Inc., St. Gabriel, LA  
Phone: 877.663.5968

Approved Product: GeoCool Natural Cooling Additive

B) Synthetic Turf Warehouse, A Tencate Company

Phone: 800.730.2675

Approved Product: Oolitic Cooling Material

C) Ag Source, Mifflintown, PA  
Phone: 717.587.9568

Approved Product: Oolitic Cooling Material

Or other approved equal

## SECTION 2: EXECUTION

### BASE CONSTRUCTION FOR ARTIFICIAL TURF FIELDS:

The CONTRACTOR shall install a 2" deep concrete deck using a minimum 40 mm steel or polyolefin structural grid with expansion joints built in every 2' in all directions. 3,000-psi concrete will be poured and screeded within structural grid to meet planarity and elevation requirements.

Specific design criteria for the subbase and concrete structural base must include the following:

The sub-base must slope as to the grade specified on the drawing from each the center of the field to the existing perimeter curb to ensure positive horizontal water flow.

After sub-base has been properly graded, contoured and sloped as required, it shall be compacted using ten (10) ton vibratory double drum roller, to a minimum 95% Proctor Density.

After installation of the perimeter curbing, install a 2x4 pressure treated nailer, by ramset or tapcon. The finished grade of the newly installed treated nailer shall match the elevation of the structural base.

CONTRACTOR shall use an electronic, staked grade grid or string line, of not more than 25' separation, to establish finished grade of the concrete base, before installing the shock pad/drainage blanket or the synthetic grass. The finish grade tolerance shall not exceed 1/4" under a 10' straight edge.

### PHYSICAL PERFORMANCE CRITERIA FOR STRUCTURAL BASE PANELS (WHEN NOT USING FREE POURED) CONCRETE:

- Panel size: Nominal 3' X 4'
- Internal hexagonal structural panel size: Nominal 4" X 4"
- Panel thickness: minimum 40mm – 50mm
- Panel thickness tolerance: +/- 4 mm
- Material: Polypropylene, polyethylene, aluminum, or stainless steel
- Material must not absorb water
- Panels must mechanically snap together to create a monolithic base structure

### STRUCTURAL BASE APPROVED MANUFACTURERS

- GR Structural Base Grid (GrassRoots Manufacturing, Phone: 706.537.2164)
- GeoBase (GeoSurfaces, Inc., Phone: 877.663.5968)
- AgTec Geocell Ground Grid (AgTec, Phone: 207.692.0700)
- Or other approved equal



### SHOCK PAD/DRAINAGE BLANKET INSTALLATION:

CONTRACTOR shall use an electronic or staked grade grid, of not more than 25' separation, to establish finished grade of approved base, before installing the shock pad/drainage blanket. The approved base should not deviate from specified finish grade by more than 1/4" under 10' straight edge.

The installation of the shock pad shall continue over then entire area to be covered with artificial turf including the open stone of the perimeter collector drains. The shock pad/drainage blanket shall be installed per manufacturer recommendations. All seams shall be sufficiently tight to leave no gaps or irregularities that could reflect through the synthetic grass surface; however, care should be taken to maintain the necessary separation to allow for thermal expansion.

### ARTIFICIAL TURF INSTALLATION:

The turf rolls are to be installed directly over the properly prepared structural base and horizontally draining shock pad system. Extreme care should be taken to avoid disturbing the finished grade of the shock pad system. The full width rolls shall be laid out across the field. Utilizing standard state-of-the-art bonding procedures, each roll shall be attached to the next. Turf shall be attached, by industrial rustproof staples (1" x 1") directly to wood nailer, around perimeter of field at maximum three-inch (3") intervals.

Immediately after brushing the completely installed artificial turf with a motorized rotary nylon broom, the colling additive material shall be spread evenly by using a drop spreader (minimum 4 foot wide), in multiple applications, **each no more than 10% of the total application**, at a uniform rate. Between applications, and just prior and after installing the cooling additive, the area shall be brushed with the motorized broom. Cooling additive must be invisible after installation.

## SECTION 3: PROJECT CLOSEOUT

### MAINTENANCE EQUIPMENT

The CONTRACTOR shall supply a Greens Groomer LitterKat maintenance machine including the magnetic bar attachment.

If applicable for baseball and softball, the Contractor shall supply and install all base anchors, per the drawing locations, and one set of Hollywood bases and one home plate per field.

### MAINTENANCE MANUAL

The CONTRACTOR shall supply a comprehensive maintenance manual, outlining the proper care and maintenance procedures for the artificial turf system.



## **SECTION 027000 - CONCRETE WORK**

### **PART 1 GENERAL**

#### **1.01 SUMMARY**

- A. This section includes the following:
  - 1. This section complements Standard Specifications, where applicable, for concrete work associated with building construction. Whenever reference is made to "Standard Specifications", such reference is to the 2006 Edition or latest revision thereof of "Standard Specifications for Roads and Bridges", by the Office of Highways, Department of Transportation and Development, State of Louisiana.

#### **1.02 SUBMITTALS**

- A. Product Data: Submit data for proprietary materials and items, including reinforcement and forming accessories, admixtures, patching compounds, waterstops, joint systems, curing compounds, dry-shake finish materials, and others as requested by Architect.
- B. Shop Drawings; Reinforcement: Submit shop drawings for fabrication, bending, and placement of concrete reinforcement. Comply with ACI 315 "Manual of Standard Practice for Detailing Reinforced Concrete Structures" showing bar schedules, stirrup spacing, diagrams of bent bars, and arrangement of concrete reinforcement. Include special reinforcement required for openings through concrete structures.
- C. Samples: Submit samples of materials as specified and as otherwise requested by Architect, including names, sources, and descriptions.
- D. Laboratory Test Reports: Submit laboratory test reports for concrete materials and mix design test as specified.

#### **1.03 QUALITY ASSURANCE**

- A. Codes and Standards: Comply with provisions of following codes, specifications, and standards, except where more stringent requirements are shown or specified:
  - 1. ACI 301 "Specifications for Structural Concrete for Buildings".
  - 2. ACI 318 "Building Code Requirements for Reinforced Concrete".
  - 3. Concrete Reinforcing Steel Institute (CRSI), "Manual of Standard Practice".
- B. Concrete Testing Service: Contractor to engage and pay a testing laboratory acceptable to Architect to perform material evaluation tests and to design concrete mixes.
- C. Materials and installed work may require testing and retesting, as directed by Architect, at anytime during progress of work. Allow free access to material stockpiles and facilities. Retesting of rejected materials for installed work shall be done at Contractor's expense.

## PART 2 PRODUCTS

### 2.01 FORM MATERIALS

- A. Forms for Exposed Finish Concrete: Unless otherwise indicated, construct formwork for exposed concrete surfaces with plywood, metal, metal-framed plywood faced, or other acceptable panel-type materials, to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints and to conform to joint system shown on drawings. Provide form material with sufficient thickness to withstand pressure of newly-placed concrete without bow or deflection.
  - 1. Use overlaid plywood complying with U.S. Product Standard PS-1 "A-C or B-B High Density Overlaid Concrete Form", Class I.
- B. Forms for Unexposed Finish Concrete: Form concrete surfaces which will be unexposed in finished structure with plywood, lumber, metal, or other acceptable material. Provide lumber dressed on at least 2 edges and one side for tight fit.
- C. Forms for Textured Finish Concrete: Form textured finish concrete surfaces with units of face design, size, arrangement, and configuration as shown on drawings or as required to match Architect's control sample. Provide solid backing and form supports to ensure stability of textured form liners.
- D. Forms for Cylindrical Columns and Supports: Form round-section members with metal, fiberglass reinforced plastic, or paper or fiber tubes. Construct paper or fiber tubes of laminated plies using water-resistant adhesive with wax-impregnated exterior for weather and moisture protection. Provide units with sufficient wall thickness to resist loads imposed by wet concrete without deformation.
- E. Form Coatings: Provide commercial formulation form-coating compounds that will not bond with, stain, nor adversely affect concrete surfaces, and will not impair subsequent treatments of concrete surfaces.

### 2.02 REINFORCING MATERIALS

- A. Reinforcing Bars: ASTM A 615, Grade 60, deformed.
- B. Steel Wire: ASTM A 82, plain, cold-drawn steel.
- C. Welded Wire Fabric: ASTM A 185, welded steel wire fabric.
- D. Welded Deformed Steel Wire Fabric: ASTM A 497.
- E. Supports for Reinforcement: Provide supports for reinforcement including bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place. Use wire bar type supports complying with CRSI specifications, unless otherwise acceptable.
  - 1. For slabs-on-grade, use supports with sand plates or horizontal runners where base material will not support chair legs.

2. For exposed-to-view concrete surfaces, where legs of supports are in contact with forms, provide supports with legs which are plastic protected (CRSI, Class 1) or stainless steel protected (CRSI, Class 2).

## 2.03 CONCRETE MATERIALS

- A. Portland Cement: ASTM C 150, Type I, unless otherwise acceptable to Architect.
- B. Use one brand of cement throughout project, unless otherwise acceptable to Architect.
- C. Fly Ash or Slag: Not permitted.
- D. Normal Weight Aggregates: ASTM C 33, and as herein specified. Provide aggregates from a single source for exposed concrete.
  1. For exterior exposed surfaces, do not use fine or coarse aggregates containing spalling-causing deleterious substances.
  2. Local aggregates not complying with ASTM C 33 but which have shown by special test or actual service to produce concrete of adequate strength and durability may be used when acceptable to Architect.
- E. Water: Drinkable.
- F. Air-Entraining Admixture: ASTM C 260 - Coordinate use with Ashford Formula.
  1. Available Products: Subject to compliance with requirements, products which may be incorporated in the work include, but are not limited to, the following:
    - a. "Sika Aer"; Sika Corp.
    - b. "MB-VR or MB-AE"; Master Builders.
    - c. "Darex AEA"; W. R. Grace.
    - d. "Edoco 2001 or 2002"; Edoco Technical Products.
- G. Water-Reducing Admixture: ASTM C 494, Type A, and containing not more than 0.1 percent chloride ions.
  1. Available Products: Subject to compliance with requirements, products which may be incorporated in the work include, but are not limited to, the following:
    - a. "Eucon WR-75"; Euclid Chemical Co.
    - b. "Pozzolith 344"; Master Builders.
    - c. "Plastocrete 160"; Sika Chemical Corp.
    - d. "Chemtard"; Chem-Masters Corp.
- H. High-Range Water-Reducing Admixture (Super Plasticizer): ASTM C 494, Type F or Type G and containing not more than 0.1 percent chloride ions.

1. Available Products: Subject to compliance with requirements, products which may be incorporated in the work include, but are not limited to, the following:
  - a. "WRDA 19"; W. R. Grace.
  - b. "PSP"; Protex Industries Inc.
  - c. "Super P"; Anti-Hydro.
  - d. "Sikament"; Sika Chemical Corp.
  - e. "Mighty 150"; ICI Americas Corp.
  - f. "Eucon 37"; Euclid Chemical Co.
  - g. "PSI Super"; Gifford-Hill.
  - h. "Pozzolith 400"; Master Builders.
- I. Water-Reducing, Non-Chloride Accelerator Admixture: ASTM C 494, Type E, and containing not more than 0.1 percent chloride ions.
  1. Available Products: Subject to compliance with requirements, products which may be incorporated in the work include, but are not limited to, the following:
    - a. "Accelquard 80"; Euclid Chemical Co.
    - b. "Pozzolith 500"; Master Builders.
- J. Water-Reducing, Retarding Admixture: ASTM C 494, Type D, and containing not more than 0.1 percent chloride ions.
  1. Available Products: Subject to compliance with requirements, products which may be incorporated in the work include, but are not limited to, the following:
    - a. "Edoco 20006"; Edoco Technical Products.
    - b. "Pozzolith 300-R"; Master Builders.
    - c. "Eucon Retarder 75"; Euclid Chemical Co.
    - d. "Daratard"; W.R. Grace.
    - e. "Plastiment"; Sika Chemical Co.
- K. Calcium Chloride or admixtures containing more than 0.1% chloride ions are not permitted.

## 2.04 RELATED MATERIALS

- A. Waterstops: Provide flat, dumbbell type or centerbulb type waterstops at construction joints and other joints as indicated, unless noted otherwise. Size to suit joints.
- B. Rubber Waterstops: Corps of Engineers CRD-C 513.
  1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include, but are not limited to, the following:
    - a. The Burke Co.

- b. Progress Unlimited.
- c. Williams Products.
- d. Edoco Technical Products.
- e. Cetco

C. Polyvinyl Chloride Waterstops: Corps of Engineers CRD-C 572.

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include, but are not limited to, the following:
  - a. AFCO Products.
  - b. The Burke Co.
  - c. Edoco Technical Products.
  - d. Greenstreet Plastic Products.
  - e. Harbour Town Products.
  - f. W. R. Meadows.
  - g. Progress Unlimited.
  - h. Schleigel Corp.
  - i. Vinylex Corp.

D. Vapor Retarder (Under Slab): Shall conform to ASTM E 1745, Class C or better and shall have a maximum water vapor permeance of 0.04 perms when tested in accordance with ASTM E96. Vapor retarder component no less than 10 mils thick in accordance with ACI 302, 1R-96. Products: STEGO WRAP VAPOR BARRIER (10 mil) by Stego Industries, Griffolyn T-85 by Reef Industries, or Rufco D16WB by Raven Industries or approved equal.

E. Non-Shrink Grout: CRD-C 621, factory pre-mixed grout.

1. Available Products: Subject to compliance with requirements, products which may be incorporated in the work include, but are not limited to, the following:
  - a. Metallic:
    - 1) "Vibrofoil"; A.C. Horn, Inc.
    - 2) "Metallic Spec. Grout"; The Burke Co.
    - 3) "Embeco 636"; Master Builders.
    - 4) "Ferrolith"; Sonneborn-Contech.
    - 5) "Firmix"; Euclid Chemical Co.
    - 6) "Kemox G"; Sika Chemical Co.
    - 7) "Ferrogrout"; L & M Const. Chemical Co.
  - b. Non-metallic:
    - 1) "Masterflow 713"; Master Builders.
    - 2) "SonogROUT"; Sonneborn-Contech.



- 3) "Euco-NS"; Euclid Chemical Co.
  - 4) "Crystex"; L & M Const. Chemical Co.
  - 5) "Sure-Grip Grout"; Dayton Superior Corp.
  - 6) "Horngrout"; A.C. Horn, Inc.
- F. Moisture-Retaining Cover: One of the following, complying with ASTM C 171.
1. Waterproof paper.
  2. Polyethylene film.
  3. Polyethylene-coated burlap.
- G. Liquid Membrane-Forming Curing Compound: Liquid type membrane- forming curing compound complying with ASTM C 309, Type I, Class A unless other type acceptable to Architect. Moisture loss not more than 0.055 gr./sq. cm. when applied at 200 sq. ft./gal.
1. Available Products: Subject to compliance with requirements, products which may be incorporated in the work include, but are not limited to, the following.
    - a. "Kurez DR"; Euclid Chemical Co. - or other approved equal.
- H. Bonding Compound: Polyvinyl acetate or acrylic base, rewettable type.
1. Available Products: Subject to compliance with requirements, products which may be incorporated in the work include, but are not limited to, the following:
    - a. "J-40 Bonding Agent"; Dayton Superior Corp.
    - b. "Weldcrete"; Larsen Products.
    - c. "Everbond"; L & M Construction Chemicals.
    - d. "EucoWeld"; Euclid Chemical Co.
    - e. "Hornweld"; A.C. Horn.
    - f. "Sonocrete"; Sonneborn-Contech.
    - g. "Acrylic Bondcrete"; The Burke Co.
- I. Epoxy Adhesive: ASTM C 881, two component material suitable for use on dry or damp surfaces. Provide material "Type", "Grade", and "Class" to suit project requirements.
1. Available Products: Subject to compliance with requirements, products which may be incorporated in the work include, but are not limited to, the following:
    - a. "Epoxitite"; A.C. Horn, Inc.
    - b. "Edoco 2118 Epoxy Adhesive"; Edoco Technical Prod.
    - c. "Sikadur Hi-Mod"; Sika Chemical Corp.
    - d. "Euco Epoxy 463 or 615"; Euclid Chemical Co.
    - e. "Patch and Bond Epoxy"; The Burke Co.
    - f. "Sure-Poxy"; Kaufman Products Inc.

## 2.05 PROPORTIONING AND DESIGN OF MIXES

- A. Prepare design mixes for each type and strength of concrete by either laboratory trial batch or field experience methods as specified in ACI 301. If trial batch method used, use an independent testing facility acceptable to Architect for preparing and reporting proposed mix designs. The testing facility shall not be the same as used for field quality control testing unless otherwise acceptable to Architect.
- B. Submit written reports to Architect of each proposed mix for each class of concrete at least 15 days prior to start of work. Do not begin concrete production until mixes have been reviewed by Architect.
- C. Design mixes to provide normal weight concrete with the properties as indicated on the structural drawings.
- D. Adjustment to Concrete Mixes: Mix design adjustments may be requested by Contractor when characteristics of materials, job conditions, weather, test results, or other circumstances warrant; at no additional cost to Owner and as accepted by Architect. Laboratory test data for revised mix design and strength results must be submitted to and accepted by Architect before using in work.

## 2.06 CONCRETE MIXES

- A. Ready-Mix Concrete: Comply with requirements of ASTM C 94, and as herein specified.
- B. During hot weather, or under conditions contributing to rapid setting of concrete, a shorter mixing time than specified in ASTM C 94 may be required.
  - 1. When air temperature is between 85 deg. F (30 deg. C) and 90 deg. F (32 deg. C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes, and when air temperature is above 90 deg. F (32 deg. C), reduce mixing and delivery time to 60 minutes.

## 2.07 ADMIXTURES

- A. Use water-reducing admixture or high range water-reducing admixture (super plasticizer) in concrete as required for placement and workability.
- B. Use non-chloride accelerating admixture in concrete slabs placed at ambient temperatures below 50 deg. F (10 deg. C).
- C. Use admixtures for water-reducing and set-control in strict compliance with manufacturer's directions.
- D. Slump Limits: Proportion and design mixes to result in concrete slump at point of placement as follows:
  - 1. Ramps, slabs, and sloping surfaces: Not more than 3".
  - 2. Reinforced foundation systems: Not less than 1" and not more than 4".

3. Concrete containing HRWR admixture (super-plasticizer): Not more than 8" after addition of HRWR to site-verified 2"-3" slump concrete.
4. Other concrete: Not more than 4".

## PART 3 EXECUTION

### 3.01 FORMS

- A. Design, erect, support, brace, and maintain formwork to support vertical and lateral loads that might be applied until such loads can be supported by concrete structure. Construct formwork so concrete members and structures are of correct size, shape, alignment, elevation, and position.
- B. Design formwork to be readily removable without impact, shock, or damage to cast-in-place concrete surfaces and adjacent materials.
- C. Construct forms to sizes, shapes, lines, and dimensions shown, and to obtain accurate alignment, location, grades, level and plumb work in finished structures. Provide for openings, offsets, sinkages, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, screeds, bulkheads, anchorages and inserts, and other features required in work. Use selected materials to obtain required finishes. Solidly butt joints and provide back-up at joints to prevent leakage of cement paste.
- D. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces where slope is too steep to place concrete with bottom forms only. Kerf wood inserts for forming keyways, reglets, recesses, and the like, to prevent swelling and for easy removal.
- E. Provide temporary openings where interior area of formwork is inaccessible for cleanout, for inspection before concrete placement, and for placement of concrete. Securely brace temporary openings and set tightly to forms to prevent loss of concrete mortar. Locate temporary openings on forms at inconspicuous locations.
- F. Chamfer exposed corners and edges as indicated, using wood, metal, PVC, or rubber chamfer strips fabricated to produce uniform smooth lines and tight edge joints.
- G. Form Ties: Factory-fabricated, adjustable-length, removable or snapoff metal form ties, designed to prevent form deflection, and to prevent spalling concrete surfaces upon removal.
  1. Unless otherwise indicated, provide ties so portion remaining within concrete after removal is 1" inside concrete and will not leave holes larger than 1" diameter in concrete surface.
- H. Provisions for Other Trades: Provide openings in concrete formwork to accommodate work of other trades. Determine size and location of openings, recesses, and chases from trades providing such items. Accurately place and securely support items built into forms.

- I. Cleaning and Tightening: Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, or other debris just before concrete is placed. Retightening forms and bracing after concrete placement is required to eliminate mortar leaks and maintain proper alignment.

### 3.02 PLACING REINFORCEMENT

- A. Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars", for details and methods of reinforcement placement and supports, and as herein specified.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other materials which reduce or destroy bond with concrete.
- C. Accurately position, support, and secure reinforcement against displacement by formwork, construction, or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacers, and hangers, as required.
- D. Place reinforcement to obtain at least minimum coverages for concrete protection. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.
- E. Install welded wire fabric in as long lengths as practicable. Lap adjoining pieces at least one full mesh and lace splices with wire. Offset end laps in adjacent widths to prevent continuous laps in either direction.

### 3.03 JOINTS

- A. Construction Joints: Locate and install construction joints as indicated or, if not indicated, locate so as not to impair strength and appearance of the structure, as acceptable to Architect.
- B. Provide keyways at least 1-1/2" deep in construction joints in walls, slabs, and between walls and footings; accepted bulkheads designed for this purpose may be used for slabs.
- C. Place construction joints perpendicular to main reinforcement. Continue reinforcement across construction joints, except as otherwise indicated.
- D. Waterstops: Provide waterstops in construction joints as indicated. Install waterstops to form continuous diaphragm in each joint. Make provisions to support and protect exposed waterstops during progress of work. Fabricate field joints in waterstops in accordance with manufacturer's printed instructions.
  - 1. Joint filler and sealant materials are specified in Division-7 sections of these specifications.
- E. Contraction (Control) Joints in Slabs-on-Ground: Construct contraction joints in slabs-on-ground as shown on structural drawings.

### 3.04 INSTALLATION OF EMBEDDED ITEMS

- A. General: Set and build into work anchorage devices and other embedded items required for other work that is attached to, or supported by, cast-in-place concrete. Use setting drawings, diagrams, instructions, and directions provided by suppliers of items to be attached thereto.
- B. Edge Forms and Screed Strips for Slabs: Set edge forms or bulkheads and intermediate screed strips for slabs to obtain required elevations and contours in finished slab surface. Provide and secure units sufficiently strong to support types of screed strips by use of strike-off templates or accepted compacting type screeds.

### 3.05 PREPARATION OF FORM SURFACES

- A. Clean re-used forms of concrete matrix residue, repair and patch as required to return forms to acceptable surface condition.
- B. Coat contact surfaces of forms with a form-coating compound before reinforcement is placed.
- C. Thin form-coating compounds only with thinning agent of type, and in amount, and under conditions of form-coating compound manufacturer's directions. Do not allow excess form-coating material to accumulate in forms or to come into contact with in-place concrete surfaces against which fresh concrete will be placed. Apply in compliance with manufacturer's instructions.
- D. Coat steel forms with a non-staining, rust-preventative form oil or otherwise protect against rusting. Rust-stained steel formwork is not acceptable.

### 3.06 CONCRETE PLACEMENT

- A. Preplacement Inspection: Before placing concrete, inspect and complete formwork installation, reinforcing steel, and items to be embedded or cast-in. Notify other crafts to permit installation of their work; cooperate with other trades in setting such work. Moisten wood forms immediately before placing concrete where form coatings are not used.
- B. Coordinate the installation of joint materials and moisture barriers with placement of forms and reinforcing steel.
- C. General: Comply with ACI 304 "Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete", and as herein specified.
- D. Deposit concrete continuously or in layers of such thickness that no concrete will be placed on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as herein specified. Deposit concrete as nearly as practicable to its final location to avoid segregation.
- E. Placing Concrete in Forms: Deposit concrete in forms in horizontal layers not deeper than 24" and in a manner to avoid inclined construction joints. Where placement consists of several layers, place each layer while preceding layer is still plastic to avoid cold joints.

- F. Consolidate placed concrete by mechanical vibrating equipment supplemented by hand-spading, rodding, or tamping. Use equipment and procedures for consolidation of concrete in accordance with ACI 309.
- G. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations not farther than visible effectiveness of machine. Place vibrators to rapidly penetrate placed layer and at least 6" into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to set. At each insertion limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing segregation of mix.
- H. Placing Concrete Slabs: Deposit and consolidate concrete slabs in a continuous operation, within limits of construction joints, until the placing of a panel or section is completed.
- I. Consolidate concrete during placing operations so that concrete is thoroughly worked around reinforcement and other embedded items and into corners.
- J. Bring slab surfaces to correct level with straightedge and strikeoff. Use bull floats or darbies to smooth surface, free of humps or hollows. Do not disturb slab surfaces prior to beginning finishing operations.
- K. Maintain reinforcing in proper position during concrete placement operations.
- L. Cold Weather Placing: Protect concrete work from physical damage or reduced strength which could be caused by frost, freezing actions, or low temperatures, in compliance with ACI 306 and as herein specified.
- M. When air temperature has fallen to or is expected to fall below 40 deg. F (4 deg. C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg. F (10 deg. C), and not more than 80 deg. F (27 deg. C) at point of placement.
- N. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
- O. Do not use calcium chloride, salt, and other materials containing antifreeze agents or chemical accelerators, unless otherwise accepted in mix designs.
- P. Hot Weather Placing: When hot weather conditions exist that would seriously impair quality and strength of concrete, place concrete in compliance with ACI 305 and as herein specified.
- Q. Cool ingredients before mixing to maintain concrete temperature at time of placement below 90 deg. F (32 deg. C). Mixing water may be chilled, or chopped ice may be used to control temperature provided water equivalent of ice is calculated to total amount of mixing water. Use of liquid nitrogen to cool concrete is Contractor's option.
- R. Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that steel temperature will not exceed the ambient air temperature immediately before embedment in concrete.

- S. Fog spray forms, reinforcing steel, and subgrade just before concrete is placed.
- T. Use water-reducing retarding admixture (Type D) when required by high temperatures, low humidity, or other adverse placing conditions.

### 3.07 FINISH OF FORMED SURFACES

- A. Rough Form Finish: For formed concrete surfaces not exposed-to-view in the finish work or by other construction, unless otherwise indicated. This is the concrete surface having texture imparted by form facing material used, with tie holes and defective areas repaired and patched and fins and other projections exceeding 1/4" in height rubbed down or chipped off.
- B. Smooth Form Finish: For formed concrete surfaces exposed-to-view, or that are to be covered with a coating material applied directly to concrete, or a covering material applied directly to concrete, such as waterproofing, dampproofing, veneer plaster, painting, or other similar system. This is as-cast concrete surface obtained with selected form facing material, arranged orderly and symmetrically with a minimum of seams. Repair and patch defective areas with fins or other projections completely removed and smoothed.
- C. Smooth Rubbed Finish: Provide smooth rubbed finish to scheduled concrete surfaces, which have received smooth form finish treatment, not later than one day after form removal.
- D. Moisten concrete surfaces and rub with carborundum brick or other abrasive until a uniform color and texture is produced. Do not apply cement grout other than that created by the rubbing process.
- E. Grout Cleaned Finish: Provide grout cleaned finish to scheduled concrete surfaces which have received smooth form finish treatment.
- F. Combine one part portland cement to 1-1/2 parts fine sand by volume, and mix with water to consistency of thick paint. Proprietary additives may be used at Contractor's option. Blend standard portland cement and white portland cement, amounts determined by trial patches, so that final color of dry grout will match adjacent surfaces.
- G. Thoroughly wet concrete surfaces and apply grout to coat surfaces and fill small holes. Remove excess grout by scraping and rubbing with clean burlap. Keep damp by fog spray for at least 36 hours after rubbing.
- H. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces occurring adjacent to formed surfaces, strike-off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.



### 3.08 MONOLITHIC SLAB FINISHES

- A. Scratch Finish: Apply scratch finish to monolithic slab surfaces that are to receive concrete floor topping or mortar setting beds for tile, portland cement terrazzo, and other bonded applied cementitious finish flooring material, and as otherwise indicated.
- B. After placing slabs, plane surface so that depressions between high spots do not exceed 1/2" under a 10' straightedge. Slope surfaces uniformly to drains where required. After leveling, roughen surface before final set, with stiff brushes, brooms, or rakes.
- C. Float Finish: Apply float finish to monolithic slab surface to receive trowel finish and other finishes as hereinafter specified, and slab surfaces which are to be covered with membrane or elastic waterproofing, membrane or elastic roofing, or sand-bed terrazzo, and as otherwise indicated.
- D. After screeding, consolidating, and leveling concrete slabs, do not work surface until ready for floating. Begin floating when surface water has disappeared or when concrete has stiffened sufficiently to permit operation of power-driven floats, or both. Consolidate surface with power-driven floats, or by hand-floating if area is small or inaccessible to power units. Check and level surface plane so that depressions between high spots do not exceed 5/16" under a 10' straightedge. Cut down high spots and fill low spots. Uniformly slope surfaces to drains. Immediately after leveling, refloat surface to a uniform, smooth, granular texture.
- E. Trowel Finish: Apply trowel finish to monolithic slab surfaces to be exposed-to-view, and slab surfaces to be covered with resilient flooring, carpet, ceramic or quarry tile, paint, or other thin film finish coating, system.
- F. After floating, begin first trowel finish operation using a power-driven trowel. Begin final troweling when surface produces a ringing sound as trowel is moved over surface. Consolidate concrete surface by final hand-troweling operation, free of trowel marks, uniform in texture and appearance. The finish slab shall meet Fl 25 and Ff 25 requirements as defined by ACI 302. Grind smooth surface defects which would telegraph through applied floor covering system.
- G. Trowel and Fine Broom Finish: Where ceramic or quarry tile is to be installed with thin-set mortar, apply trowel finish as specified, then immediately follow with slightly scarifying surface by fine brooming.
- H. Non-Slip Broom Finish: Apply non-slip broom finish to exterior concrete platforms, steps and ramps, and elsewhere as indicated.
- I. Immediately after float finishing, slightly roughen concrete surface by brooming with fiber bristle broom perpendicular to main traffic route. Coordinate required final finish with Architect before application.
- J. Non-slip Aggregate Finish: Apply non-slip aggregate finish to concrete stair treads, platforms, ramps, sloped walks, and elsewhere as indicated.

- K. After completion of float finishing, and before starting trowel finish, uniformly spread 25 lbs. of dampened non-slip aggregate per 100 sq. ft. of surface. Tamp aggregate flush with surface using a steel trowel, but do not force below surface. After broadcasting and tamping, apply trowel finishing as herein specified.
- L. After curing, lightly work surface with a steel wire brush, or an abrasive stone, and water to expose non-slip aggregate.

### 3.09 CONCRETE CURING AND PROTECTION

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- B. Start initial curing as soon as free water has disappeared from concrete surface after placing and finishing. Weather permitting, keep continuously moist for not less than 7 days.
- C. Begin final curing procedures immediately following initial curing and before concrete has dried. Continue final curing for at least 7 days in accordance with ACI 301 procedures. Avoid rapid drying at end of final curing period.
- D. Curing Methods: Perform curing of concrete by curing and sealing compound, by moist curing, by moisture-retaining cover curing, and by combinations thereof, as herein specified.
- E. Provide moisture curing by following methods:
  - 1. Keep concrete surface continuously wet by covering with water.
  - 2. Continuous water-fog spray.
  - 3. Covering concrete surface with specified absorptive cover, thoroughly saturating cover with water and keeping continuously wet. Place absorptive cover to provide coverage of concrete surfaces and edges, with 4" lap over adjacent absorptive covers.
- F. Provide moisture-cover curing as follows:
  - 1. Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width with sides and ends lapped at least 3" and sealed by waterproof tape of adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
- G. Provide curing and sealing compound to interior slabs with resilient flooring, carpet over cushion, or left exposed; and to exterior slabs, walks and curbs, as follows:
  - 1. Apply specified curing and sealing compound to concrete slabs as soon as final finishing operations are complete (within 2 hours). Apply uniformly in continuous operation by power-spray or roller in accordance with manufacturer's directions. Recoat areas subjected to heavy rainfall within 3 hours after initial application. Maintain continuity of coating and repair damage during curing period.

- H. Do not use membrane curing compounds on surfaces which are to be covered with coating material applied directly to concrete, liquid floor hardener, waterproofing, dampproofing, membrane roofing, flooring (such as ceramic or quarry tile, glue-down carpet), painting, and other coatings and finish materials, unless otherwise acceptable to Architect.
- I. Curing Formed Surfaces: Cure formed concrete surfaces, including undersides of beams, supported slabs, and other similar surfaces by moist curing with forms in place for full curing period or until forms are removed. If forms are removed, continue curing by methods specified above, as applicable.
- J. Curing Unformed Surfaces: Cure unformed surfaces, such as slabs, floor topping, and other flat surfaces by application of appropriate curing method.
- K. Final cure concrete surfaces to receive liquid floor hardener or finish flooring by use of moisture-retaining cover, unless otherwise directed.
- L. Sealer and Dustproofer: Apply a second coat of specified curing and sealing compound only to surfaces given a first coat.

### 3.10 REMOVAL OF FORMS

- A. Formwork not supporting weight of concrete, such as sides of beams, walls, columns, and similar parts of the work, may be removed after cumulatively curing at not less than 50 deg F (10 deg C) for 24 hours after placing concrete, provided concrete is sufficiently hard to not be damaged by form removal operations, and provided curing and protection operations are maintained.
- B. Formwork supporting weight of concrete, such as beam soffits, joists, slabs, and other structural elements, may not be removed in less than 14 days and until concrete has attained design minimum compressive strength at 28 days. Determine potential compressive strength of in-place concrete by testing field-cured specimens representative of concrete location or members.
- C. Form facing material may be removed 4 days after placement, only if shores and other vertical supports have been arranged to permit removal of form facing material without loosening or disturbing shores and supports.

### 3.11 RE-USE OF FORMS

- A. Clean and repair surfaces of forms to be re-used in work. Split, frayed, delaminated, or otherwise damaged form facing material will not be acceptable for exposed surfaces. Apply new form coating compound as specified for new formwork.
- B. When forms are extended for successive concrete placement, thoroughly clean surfaces, remove fins and laitance, and tighten forms to close joints. Align and secure joint to avoid offsets. Do not use "patched" forms for exposed concrete surfaces, except as acceptable to Architect.

### 3.12 MISCELLANEOUS CONCRETE ITEMS

- A. Filling-In: Fill-in holes and openings left in concrete structures for passage of work by other trades, unless otherwise shown or directed, after work of other trades is in place. Mix, place, and cure concrete as herein specified, to blend with in-place construction. Provide other miscellaneous concrete filling shown or required to complete work.
- B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.
- C. Equipment Bases and Foundations: Provide machine and equipment bases and foundations, as shown on drawings. Set anchor bolts for machines and equipment to template at correct elevations, complying with certified diagrams or templates of manufacturer furnishing machines and equipment.
- D. Grout base plates and foundations as indicated, using specified non-shrink grout. Use non-metallic grout for exposed conditions, unless otherwise indicated.

### 3.13 CONCRETE SURFACE REPAIRS

- A. Patching Defective Areas: Repair and patch defective areas with cement mortar immediately after removal of forms, when acceptable to Architect.
- B. Cut out honeycomb, rock pockets, voids over 1/4" in any dimension, and holes left by tie rods and bolts, down to solid concrete but, in no case to a depth of less than 1". Make edges of cuts perpendicular to the concrete surface. Thoroughly clean, dampen with water, and brush-coat the area to be patched with specified bonding agent. Place patching mortar after bonding compound has dried.
- C. For exposed-to-view surfaces, blend white portland cement and standard portland cement so that, when dry, patching mortar will match color surrounding. Provide test areas at inconspicuous location to verify mixture and color match before proceeding with patching. Compact mortar in place and strike-off slightly higher than surrounding surface.
- D. Repair of Formed Surfaces: Remove and replace concrete having defective surfaces if defects cannot be repaired to satisfaction of Architect. Surface defects, as such, include color and texture irregularities, cracks, spalls, air bubbles, honeycomb, rock pockets; fins and other projections on surface; and stains and other discolorations that cannot be removed by cleaning. Flush out form tie holes, fill with dry pack mortar, or precast cement cone plugs secured in place with bonding agent.
- E. Repair concealed formed surfaces, where possible, that contain defects that affect the durability of concrete. If defects cannot be repaired, remove and replace concrete.
- F. Repair of Unformed Surfaces: Test unformed surfaces, such as monolithic slabs, for smoothness and verify surface plane to tolerances specified for each surface and finish. Correct low and high areas as herein specified. Test unformed surfaces sloped to drain for trueness of slope, in addition to smoothness using a template having required slope.

- G. Repair finished unformed surfaces that contain defects which affect durability of concrete. Surface defects, as such, include crazing, cracks in excess of 0.01" wide or which penetrate to reinforcement or completely through non-reinforced sections regardless of width, spalling, pop-outs, honeycomb, rock pockets, and other objectionable conditions.
- H. Correct high areas in unformed surfaces by grinding, after concrete has cured at least 14 days.
- I. Correct low areas in unformed surfaces during or immediately after completion of surface finishing operations by cutting out low areas and replacing with fresh concrete. Finish repaired areas to blend into adjacent concrete. Proprietary patching compounds may be used when acceptable to Architect.
- J. Repair defective areas, except random cracks and single holes not exceeding 1" diameter, by cutting out and replacing with fresh concrete. Remove defective areas to sound concrete with clean, square cuts and expose reinforcing steel with at least 3/4" clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding compound. Mix patching concrete of same materials to provide concrete of same type or class as original concrete. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
- K. Repair isolated random cracks and single holes not over 1" in diameter by dry-pack method. Groove top of cracks and cut-out holes to sound concrete and clean of dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding compound. Mix dry-pack, consisting of one part portland cement to 2-1/2 parts fine aggregate passing a No. 16 mesh sieve, using only enough water as required for handling and placing. Place dry pack after bonding compound has dried. Compact dry-pack mixture in place and finish to match adjacent concrete. Keep patched area continuously moist for not less than 72 hours.
- L. Perform structural repairs with prior approval of Architect or Structural Engineer for method and procedure, using specified epoxy adhesive and mortar.
- M. Repair methods not specified above may be used, subject to acceptance of Architect.

### 3.14 FIELD QUALITY CONTROL

- A. The Owner shall employ and pay a testing laboratory to perform tests and to submit test reports. Contractor shall pay for retesting of all failed tests.
- B. Sampling and testing for quality control during placement of concrete may include the following, as directed by Architect.
- C. Sampling Fresh Concrete: ASTM C 172, except modified for slump to comply with ASTM C 94.
  - 1. Slump: ASTM C 143; one test at point of discharge for each day's pour of each type of concrete; additional tests when concrete consistency seems to have changed.
  - 2. Air Content: ASTM C 173, volumetric method for lightweight or normal weight concrete; ASTM C 231 pressure method for normal weight concrete; one for each day's pour of each type of air- entrained concrete.

3. Concrete Temperature: Test hourly when air temperature is 40 deg. F (4 deg. C) and below, and when 80 deg. F (27 deg. C) and above; and each time a set of compression test specimens made.
  4. Compression Test Specimen: ASTM C 31; one set of 4 standard cylinders for each compressive strength test, unless otherwise directed. Mold and store cylinders for laboratory cured test specimens except when field-cure test specimens are required.
  5. Compressive Strength Tests: ASTM C 39; one set for each day's pour exceeding 5 cu. yds. plus additional sets for each 50 cu. yds. over and above the first 25 cu. yds. of each concrete class placed in any one day; one specimen tested at 7 days, two specimens tested at 28 days, and one specimen retained in reserve for later testing if required.
  6. When frequency of testing will provide less than 5 strength tests for a given class of concrete, conduct testing from at least 5 randomly selected batches or from each batch if fewer than 5 are used.
  7. When total quantity of a given class of concrete is less than 50 cu. yds., strength test may be waived by Architect if, in his judgement, adequate evidence of satisfactory strength is provided.
  8. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, evaluate current operations and provide corrective procedures for protecting and curing the in-place concrete.
  9. Strength level of concrete will be considered satisfactory if averages of sets of three consecutive strength test results equal or exceed specified compressive strength, and no individual strength test result falls below specified compressive strength by more than 500 psi.
- D. Test results will be reported in writing to Architect, Structural Engineer and Contractor within 24 hours that tests are made. Reports of compressive strength tests shall contain the project identification name and number, date of concrete placement, name of concrete testing service, concrete type and class, location of concrete batch in structure, design compressive strength at 28 days, concrete mix proportions and materials; compressive breaking strength and type of break for both 7-day tests and 28-day tests.
- E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted but shall not be used as the sole basis for acceptance or rejection.
- F. Additional Tests: The testing service will make additional tests of in-place concrete when test results indicate specified concrete strengths and other characteristics have not been attained in the structure, as directed by Architect. Testing service may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed. Contractor shall pay for such tests conducted, and any other additional testing as may be required, when unacceptable concrete is verified.

END OF SECTION

## SECTION 028000 – SELECTIVE SITE DEMOLITION

### **PART 1.00 GENERAL**

#### 1.01 RELATED DOCUMENTS

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

#### 1.02 SUMMARY

- A. Section Includes:
  - 1. Demolition and removal of the existing track rubberized surfacing, track surface topping from existing asphalt track and existing high jump pad. Demolition includes milling off two inches of the existing asphalt on the track and high jump area. Long jump/triple jump/pole vault runways shall be demolished and replaced with concrete runways with structural spray surfacing. Backfill, regrade and compact disturbed areas as necessary with select material as necessary to match or comply with existing or specified grades in adjacent areas as directed by the Engineer.
- B. Related Requirements:
  - 1. Section 01100 "Summary" for restrictions on the use of the premises, Owner-occupancy requirements, and phasing requirements.
  - 2. Section 022300 "Site Clearing" for site clearing and removal of above- and below-grade improvements.

#### 1.03 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

#### 1.04 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of



interest or value to Owner that may be uncovered during demolition remain the property of Owner.

1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

#### 1.05 PRE-INSTALLATION MEETINGS

- A. Pre-demolition Conference: Conduct conference at Project site.
  1. Inspect and discuss condition of construction to be selectively demolished.
  2. Review structural load limitations of existing structure.
  3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
  4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
  5. Review areas where existing construction is to remain and requires protection.

#### 1.06 INFORMATIONAL SUBMITTALS

- A. Proposed Protection Measures: Submit report, including drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.
- B. Schedule of Selective Demolition Activities: Indicate the following:
  1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's building manager's and other tenants' on-site operations are uninterrupted.
  2. Interruption of utility services. Indicate how long utility services will be interrupted.
  3. Coordination for shutoff, capping, and continuation of utility services.
- C. Inventory: Submit a list of items to be removed and salvaged and deliver to Owner prior to start of demolition.
- D. Pre-demolition Photographs or Video: Submit before Work begins.
- E. Warranties: Documentation indicated that existing warranties are still in effect after completion of selective demolition.

#### 1.07 CLOSEOUT SUBMITTALS

- A. Inventory: Submit a list of items that have been removed and salvaged.
- B. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

#### 1.08 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical. Before selective demolition, Owner will remove items to be salvaged.
- C. Notify Owner's Representative of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
  - 1. Hazardous materials will be removed by Owner before start of the Work.
  - 2. If suspected hazardous materials are encountered, do not disturb; immediately notify Owner's Representative and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities, such as underground power lines and field water supply, to remain in service and protect them against damage during selective demolition operations and construction.
- G. Maintain fire-protection facilities in service during selective demolition operations.

#### 1.09 WARRANTY

- A. Notify warrantor on completion of selective demolition, and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

### **PART 2.00 PRODUCTS**

#### 2.01 PERFORMANCE REQUIREMENTS

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

### **PART 3.00 EXECUTION**

#### 3.01 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review record documents of existing construction provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in record documents.
- C. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to the Engineer. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.
- E. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs or videos.
- F. Comply with requirements specified in Section 01320 "Photographic Documentation."
- G. Inventory and record the condition of items to be removed and salvaged.
- H. Provide photographs or video of conditions that might be misconstrued as damage caused by salvage operations.

### 3.02 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
  - 1. Comply with requirements for existing services/systems interruptions specified in Section 11000 "Summary."
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
  - 1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
  - 2. Arrange to shut off indicated utilities with utility companies.
  - 3. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
    - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
    - b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material.
    - c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
    - d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
    - e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.

### 3.03 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Comply with requirements for access and protection specified in Section 01500 "Temporary Facilities and Controls."
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
  2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.

### 3.04 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
  1. Dispose of demolished items and materials promptly. Comply with requirements in Section 01740 "Cleaning."
- B. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Owner's Representative, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

### 3.05 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in small sections. Using power-driven saw, cut concrete to a depth of at least 3/4 inch at junctures with construction to remain. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete. Neatly trim openings to dimensions indicated.
- B. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, then remove concrete between saw cuts.
- C. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, then remove masonry between saw cuts.
- D. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, then break up and remove.

### 3.06 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
  1. Do not allow demolished materials to accumulate on-site.

2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
  4. Comply with requirements specified in Section 01740 "Cleaning."
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials and dispose of at designated spoil areas on Owner's property.
- D. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

### 3.07 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 028000

## SECTION 031000- HDPE DRAIN PIPE

### PART 1 GENERAL

#### 1.01

- A. This specification is for 4-inch to 60-inch (Dual Wall) pipe for use in gravity flow applications.

#### 1.02 SUBMITTALS

- A. Manufacturer's Data shall be submitted for review on pipe and accessories.

### PART 2 PRODUCTS

#### 2.01 MANUFACTURERS

- A. Subject to compliance with the requirements, provide materials as manufactured by one of the following:

1. JM Eagle; 5200 West Century Blvd, Los Angeles, CA 90045  
Phone: 800.621.4404, Fax: 800.451.4170, [www.JmEagle.com](http://www.JmEagle.com)
  - a. Product: Eagle Corr PE
2. ADS; 4640 Trueman Boulevard, Hilliard, OH 43026  
Phone: 1-800-821-6710, Fax: 1-614-658-0204, [w:MY.ads-pjpe.com](http://www.MY.ads-pjpe.com)
3. Creek Plastics LLC; 1601 E. Monroe Rd Tecumseh, MI 49286  
Phone: 1-517-295-2655, Fax: 1-517-423-1179, [w:www.creekplastics.com](http://www.creekplastics.com)

- B. Substitutions: Not permitted.

#### 2.02 MATERIALS

##### PART 1 -GENERAL

- A. Material shall be as specified in Section 1006 of the Louisiana Standard Specifications for Roads and Bridges, 2006. Pipe and fittings shall be made of high-density poly-ethylene resin that meets or exceeds the requirements of ASTM D3350. Pipe shall contain a minimum of 2% Carbon Black content per ASTM D3350.

#### 2.03 HIGH DENSITY POLY-ETHYLENE PIPE

- A. Pipe shall have a corrugated exterior and a smooth interior with a Mannings  $n$  value of  $\leq 0.012$ .

Four-inch pipe through 10-inch pipe shall be manufactured in accordance with a ASHTO M252

Type S. Twelve-inch through 60-inch pipe shall be manufactured in accordance with a ASHTO M294 Type S, ASTM F2306 and ASTM F2648. In addition, 12-inch through 60-inch pipe shall have a reinforced bell with a dual gasket spigot.

1. Perforations:

- a. Provide In locations as indicated in drawings.
- b. The perforations shall be made in the valley of the pipe corrugation and shall be either slotted or circular. The perforation type, dimension, number of rows, pattern, and nominal inlet area shall be in accordance with AASHTO Class II perforation patterns and requirements.

2.04 ACCESSORIES SECTION INCLUDES

A. Joints:

1. Pipe shall be joined together using an Integral bell and spigot joint that meets the 10.8 psi watertight requirements of ASTM D3212.

B. Gaskets:

1. Gaskets (electrometric seals) shall be in accordance with ASTM F477. Dual gaskets shall be installed by the manufacturer and covered by a protective wrap to protect the gasket from debris during shipping and storage. The manufacturer shall supply a joint lubricant to be used on the gasket during pipe assembly.

C. Fittings:

1. Fittings shall be in accordance with AASHTO M252, AASHTO M294, ASTM F2306 and ASTM F2648. Watertight fittings shall provide a joint that meets the watertight requirements of ASTM D3212. To ensure compatibility in the field, the pipe manufacturer shall provide all fittings.

PART 3 EXECUTION

3.01 INSTALLATION

A. Pipe installation shall be in accordance with ASTM D2321 and manufacturer's recommended installation guidelines. Minimum cover for 4-inch to 48-inch (100 mm to 1,200 mm) diameters shall be at least 1 foot. Minimum cover for 60-inch (1,500 mm) diameter pipe shall be at least 2 feet.



END OF SECTION 031000

## **SECTION 031100 CORRUGATED SMOOTH INTERIOR DRAIN PIPE (CSIP)**

### **PART 1 • GENERAL**

#### **1.01 SECTION INCLUDES**

- A. This specification Includes materials, test methods and installation requirements for up to 36 inch diameter corrugated pipe with a smooth Interior. The requirements of this specification are intended to provide pipe and fittings suitable for underground use in non-pressure applications such as sanitary sewers, storm sewers, drainage and underdrains.

#### **1.02 SUBMITTALS**

- A. Manufacturer's Data shall be submitted for review on pipe and accessories.

### **PART 2- PRODUCTS**

#### **2.01 MANUFACTURERS**

Subject to compliance with the requirements, provide materials as manufactured by one of the following:

1. Contech Construction Products, Inc., 9025 Centre Pointe Drive, Suite 400 West Chester, Ohio 45069 Phone: 1.800.338.1122, Fax: 513.645.7399
    - a. Product: A-2000 PVC Drainage Pipe
  2. ADS: 4640 Trueman Boulevard, Hilliard, OH 43026 Phone: 1-800-8216710 Fax: 1-614-658-0204, [www.ads-pipe.com](http://www.ads-pipe.com)
    - a. Product with same characteristics as number one (#1).
  3. Hancor, Inc., 401 Olive Street Findlay, OH 45840 Phone: 888-387-7473
    - a. Product: Sure-Lok ST 1B Pipe
- B. Substitutions: Not permitted.

#### **2.02 PIPE**

- A. Corrugated pipe to have a smooth interior. Pipe and fittings shall be homogeneous throughout and free from visible cracks, holes, foreign inclusions or other injurious defects. Pipe shall be manufactured to 40 psi stiffness.

#### **2.03 ACCESSORIES**

- A. Joints:
  1. All joints shall be made with integrally-formed bell and spigot gasketed connections.

The manufacturer shall provide documentation showing no leakage when gasketed pipe joints.

## **PART 3- EXECUTION**

### **3.01 INSTALLATION**

- A. Pipe installation shall be in accordance with manufacturer's recommended installation guidelines.**

**END OF SECTION**

## SECTION 032000 - ATHLETIC ACCESSORIES

### 1.0 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Baseball Field Accessories

#### 1.3 SUBMITTALS

- A. Product Data: Include, for each product, technical data and tested physical and performance properties.

#### 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in original packages with seals unbroken and bearing manufacturer's labels containing brand name and type of material, date of manufacture, and directions for storage.
- B. Store materials in a clean, dry, protected location and within temperature range required by manufacturer. Protect stored materials from direct sunlight.

#### 1.5 PROJECT CONDITIONS

- A. Install accessories only when conditions specified by Manufacturer are met.

## 2.0 PRODUCTS

### 2.1 DESCRIPTION

#### A. MANUFACTURERS

- 1. Manufacturers and product selections named are provided to establish the minimum standard and shall comply with all High School, NCAA, and IAAF requirements. Contractor may submit equals for approval by Owner or Engineer:

- A. Sports Field Specialties 607-746-1404  
[www.sportsfieldspecialties.com](http://www.sportsfieldspecialties.com)

- B. Champion Sports 732-294-5561  
<https://www.championsports.com/baseball-softball/>

- C. On Deck Sports 800-365-6171  
<https://www.ondecksports.com>

or other approved equal

## B. BASEBALL EQUIPMENT

1. Champion Homeplate
  - a. Or other approved equal
2. Champion Hollywood Bases (double base for first base)
  - a. Or other approved equal
3. Champro 4 way pitcher's rubber for game mound
  - a. Or other approved equal
4. Champro Bullpen pitcher's rubbers
5. Champro anchored home plate for all bullpen plate locations
  - a. Or other approved equal
6. Tencate Non-Fill Turf Groomer
  - a. Or other approved equal
7. On Deck Sports ProMounds ProModel Pitching Mound with Clay Turf
  - a. Or other approved equal

## ***INSTALLATION***

- 1.0 Completely install of home plate per manufacturer's install instructions
- 2.0 Completely install base anchors for infield bases.

## **3.0 EXECUTION**

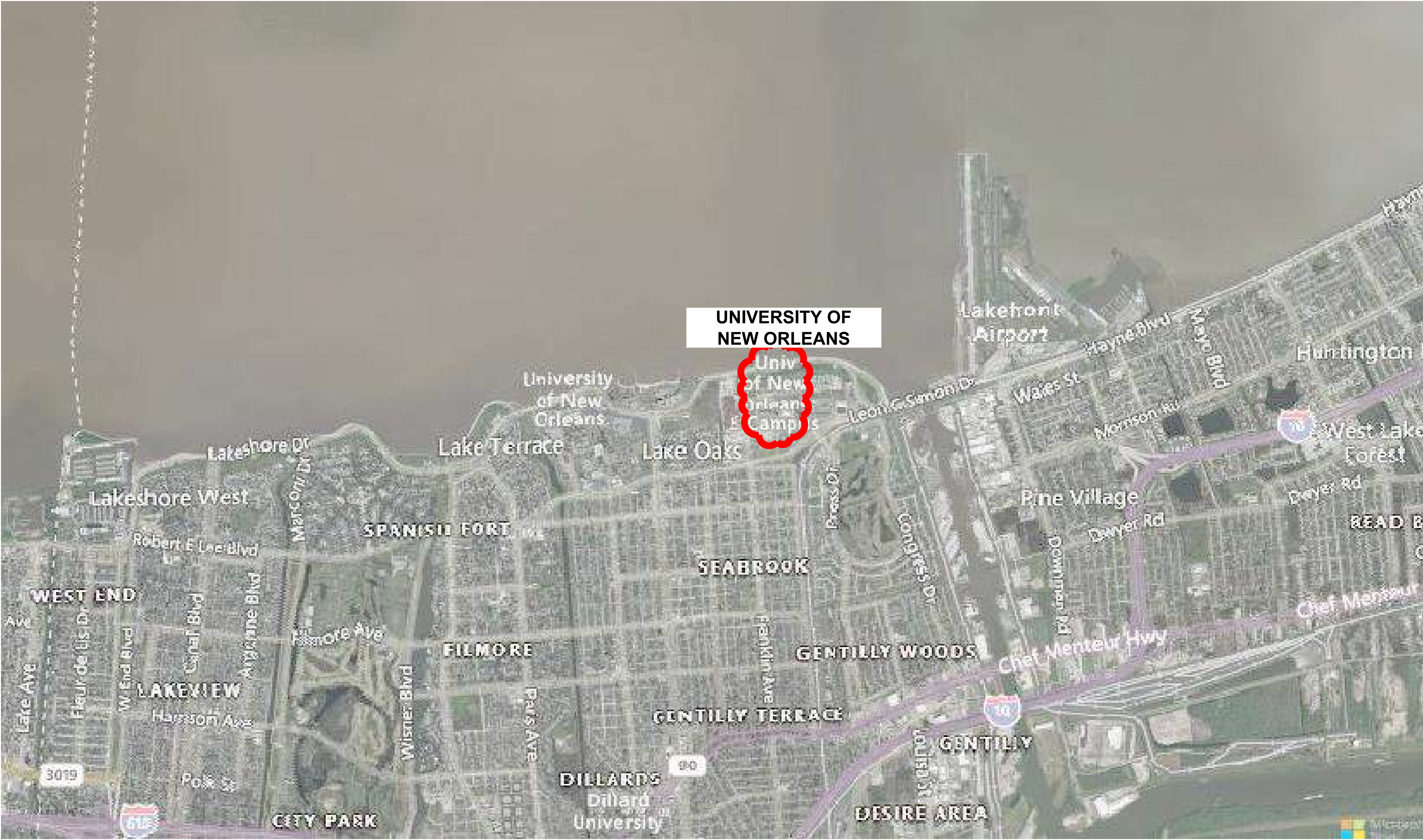
### 3.1 EXAMINATION

- A. Verify that substrate is dry and in suitable condition to support accessories.
- B. Install accessories according to manufacturer's directions and in accordance with applicable Baseball regulations.

END OF SECTION 032000

UNIVERSITY OF NEW ORLEANS - EAST CAMPUS  
SP5310 BTB2899  
MAESTRI FIELD TURF RENOVATION  
6801 FRANKLIN AVE.  
NEW ORLEANS, LA 70122

Vicinity Map  
Not to Scale



Index

Sheet SC-1.0	Cover Sheet
Sheet SC-1.1	Existing Conditions Plan
Sheet SC-1.2	Proposed Layout Plan
Sheet SC-1.3	Dimensional Layout Plan
Sheet SC-1.4	Proposed Drainage Plan
Sheet SC-1.5	Proposed Grading Plan
Sheet SC-1.6	Details

Date: August 29, 2025  
Drawn by: ZWS  
Checked by: DWS

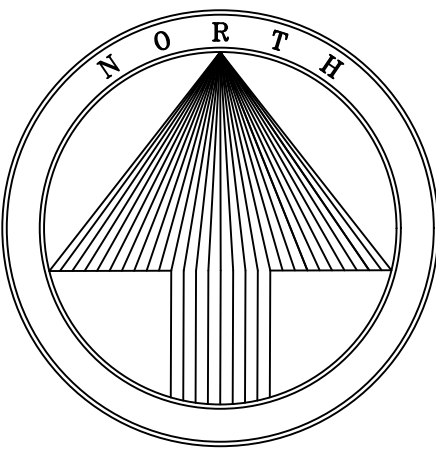
Revision:	Date:

ZACHARY W. SIMPSON  
License No. 60897  
MECHANICAL ENGINEERING  
08-27-2025

Simpson Sports Engineering, LLC  
4241 Little Farms Drive  
Zachary, LA 70791  
(225) 235-9638  
dsimpson@simpsonsportseng.com

UNIVERSITY OF NEW ORLEANS - EAST CAMPUS  
MAESTRI FIELD TURF RENOVATION  
6801 FRANKLIN AVE.  
NEW ORLEANS, LA 70122





## Existing Conditions Plan

Scale: 1" = 30'  
30 0 30 60 Ft.

### Notes:

1. ALL EXISTING ACTIVE DRAINAGE PIPES AND CONNECTIONS ARE TO BE PRESERVED UNLESS OTHERWISE NOTED.
2. ANY EXISTING ACTIVE DRAINAGE PIPES THAT ARE IN CONFLICT WITH PROPOSED DRAINAGE PIPES ARE TO BE TIED INTO THE NEW PIPES TO MAINTAIN DRAINAGE., SEE SHEET 1.3 FOR SPECIFICS.
3. THE FLOW ARROWS ARE REFLECTIVE OF THE DIRECTION WATER FLOWS IN THE UNDERGROUND PIPES.

Date: August 29, 2025  
Drawn by: ZWS  
Checked by: DWS

Revision:	Date:



Simpson Sports Engineering, LLC  
4241 Little Farms Drive  
Zachary, LA 70791  
(225) 235-9638  
dsimpson@simpsonsportseng.com



UNIVERSITY OF NEW ORLEANS - EAST CAMPUS  
MAESTRI FIELD TURF RENOVATION  
6801 FRANKLIN AVE.  
NEW ORLEANS, LA 70122

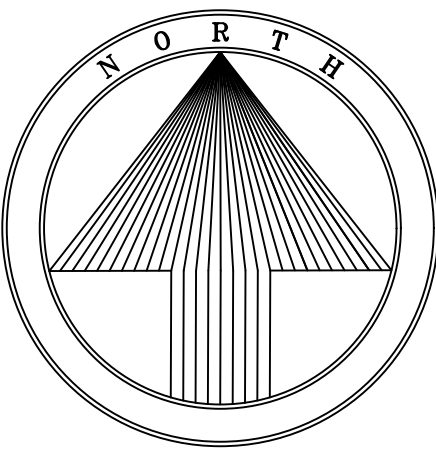
SC-1.1

Existing Conditions





PROJECT NUMBER - BTB2899 SP5310



Proposed Layout Plan

Scale: 1" = 30'



NOTE:

THE ELEVATIONS AND SLOPES OF THE PROPOSED TURF SURFACE ARE TO MATCH THE EXISTING ELEVATIONS AND SLOPES WITH SLIGHT MODIFICATIONS AS NECESSARY TO SMOOTH THE SURFACE AND ENSURE PROPER DRAINAGE.

NOTE:

BATTERS BOXES, GAME CATCHERS BOX, HOME AND VISITOR BULLPEN PITCHERS LANDING AREAS, AND HOME AND VISITOR BULL PEN CATCHERS BOXES MUST BE REMOVABLE VELCRO BACKED TURF IN ORDER TO BE REPLACED AS NEEDED DUE TO WEAR. SEE TURF SUBMITTALS FOR EXACT LOCATIONS OF VELCRO BACKED TURF.

Date: August 29, 2025  
Drawn by: ZWS  
Checked by: DWS

Revision:	Date:



Simpson Sports Engineering, LLC  
4241 Little Farms Drive  
Zachary, LA 70791  
(225) 235-9638  
dsimpson@simpsonsportseng.com

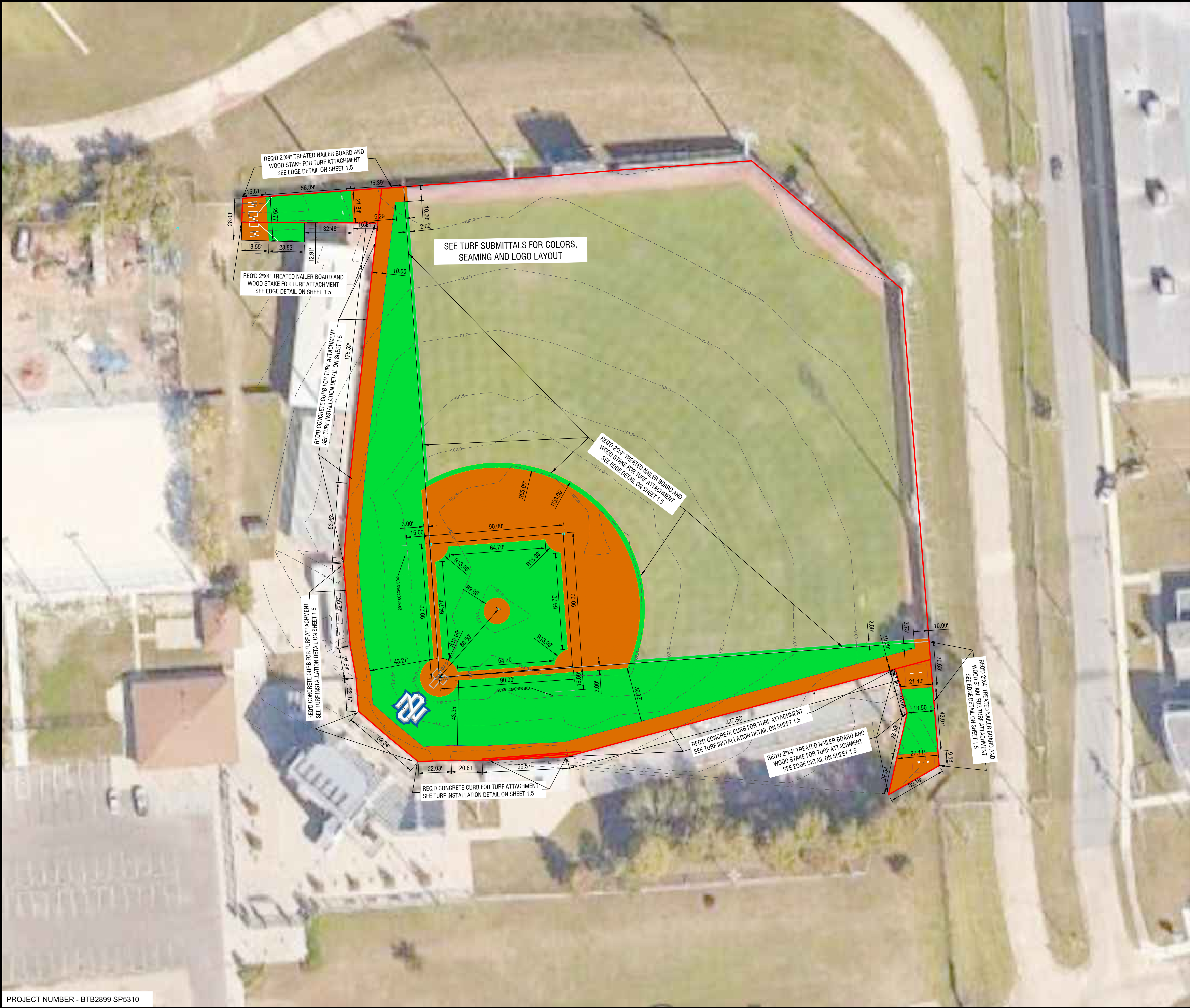


UNIVERSITY OF NEW ORLEANS - EAST CAMPUS  
MAESTRI FIELD TURF RENOVATION  
6801 FRANKLIN AVE.  
NEW ORLEANS, LA 70122

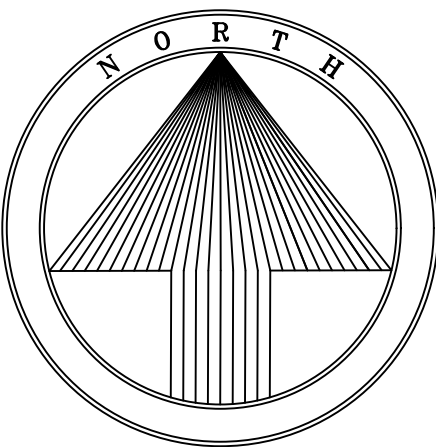
SC-1.2

Layout Plan





PROJECT NUMBER - BTB2899 SP5310



Proposed Dimensional Plan

Scale: 1" = 30'



Notes:

1. THE TURF COLORS ARE SHOWN IN LIGHT COLORS FOR CLARITY.
2. THE ELEVATIONS AND SLOPES OF THE PROPOSED TURF SURFACE ARE TO MATCH THE EXISTING ELEVATIONS AND SLOPES WITH SLIGHT MODIFICATIONS AS NECESSARY TO SMOOTH THE SURFACE AND ENSURE PROPER DRAINAGE.

Date: August 29, 2025  
Drawn by: ZWS  
Checked by: DWS

Revision:	Date:



Simpson Sports Engineering, LLC  
4241 Little Farms Drive  
Zachary, LA 70791  
(225) 235-9638  
dsimpson@simpsonsportseng.com

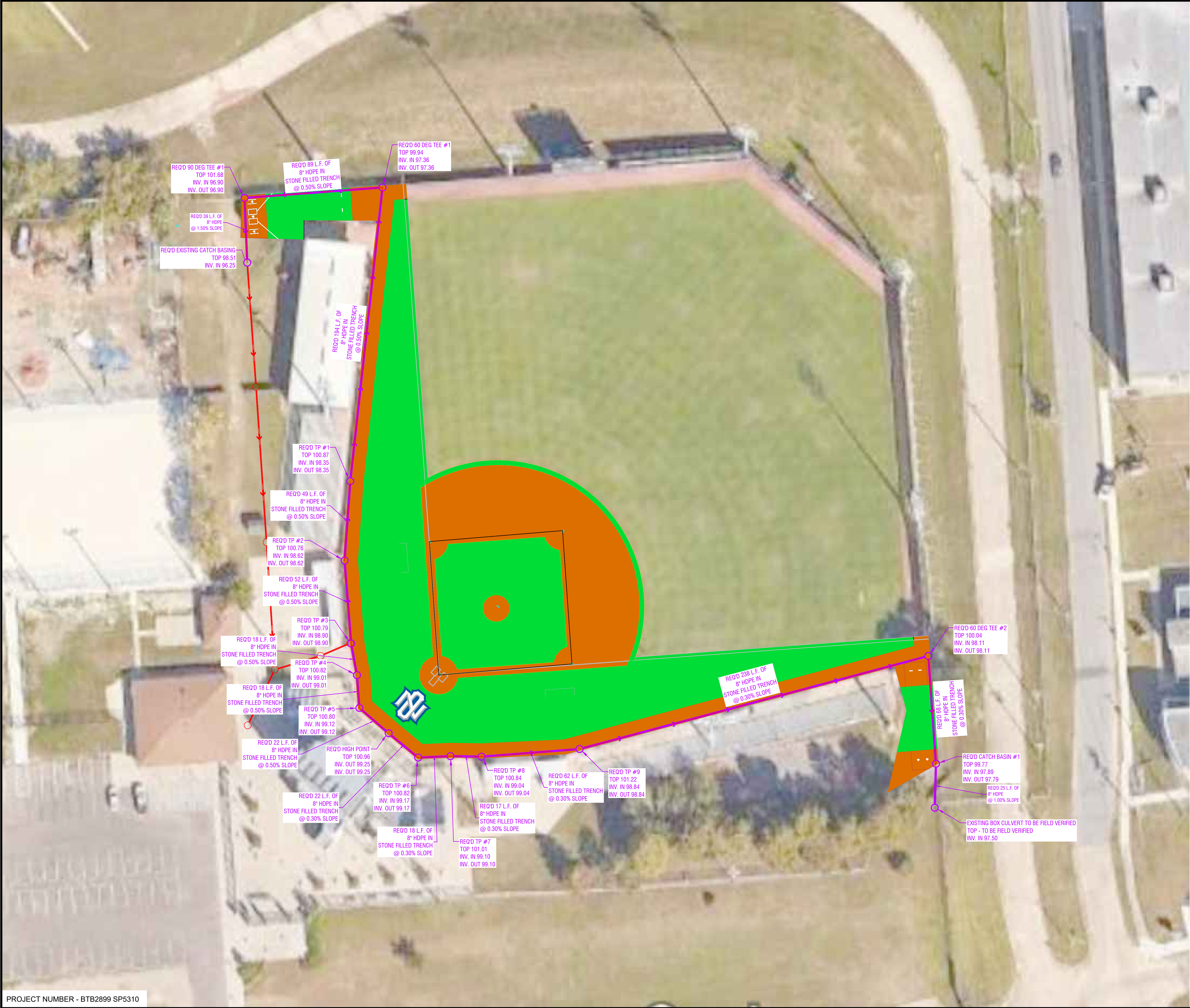


UNIVERSITY OF NEW ORLEANS - EAST CAMPUS  
MAESTRI FIELD TURF RENOVATION  
6801 FRANKLIN AVE.  
NEW ORLEANS, LA 70122

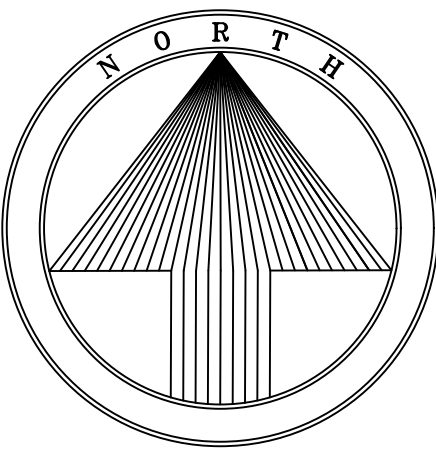
SC-1.3

Dimensional Plan





PROJECT NUMBER - BTB2899 SP5310



Proposed Drainage Plan

Scale: 1" = 20'



Notes:

1. THE TURF COLORS ARE SHOWN IN LIGHT COLORS FOR CLARITY.
2. ALL EXISTING ACTIVE DRAINAGE PIPES AND CONNECTIONS ARE TO BE PRESERVED UNLESS OTHERWISE NOTED.
3. ANY EXISTING ACTIVE DRAINAGE PIPES THAT ARE IN CONFLICT WITH PROPOSED DRAINAGE PIPES ARE TO BE TIED INTO THE NEW PIPES TO MAINTAIN DRAINAGE, SEE THIS SHEET FOR SPECIFICS.
4. THE FLOW ARROWS ARE REFLECTIVE OF THE DIRECTION WATER FLOWS IN THE UNDERGROUND PIPES.

NOTE:

THE ELEVATIONS AND SLOPES OF THE PROPOSED TURF SURFACE ARE TO MATCH THE EXISTING ELEVATIONS AND SLOPES WITH SLIGHT MODIFICATIONS AS NECESSARY TO SMOOTH THE SURFACE AND ENSURE PROPER DRAINAGE.

Date: August 29, 2025  
Drawn by: ZWS  
Checked by: DWS

Revision:	Date:



Simpson Sports Engineering, LLC  
4241 Little Farms Drive  
Zachary, LA 70791  
(225) 235-9638  
dsimpson@simpsonsportseng.com

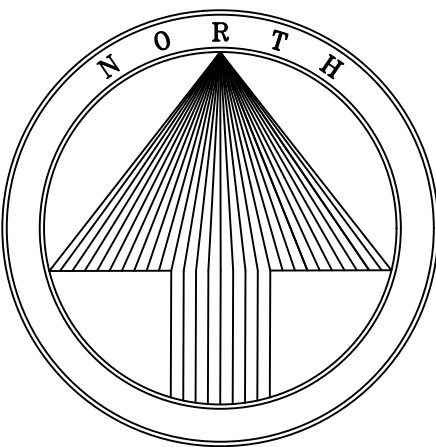
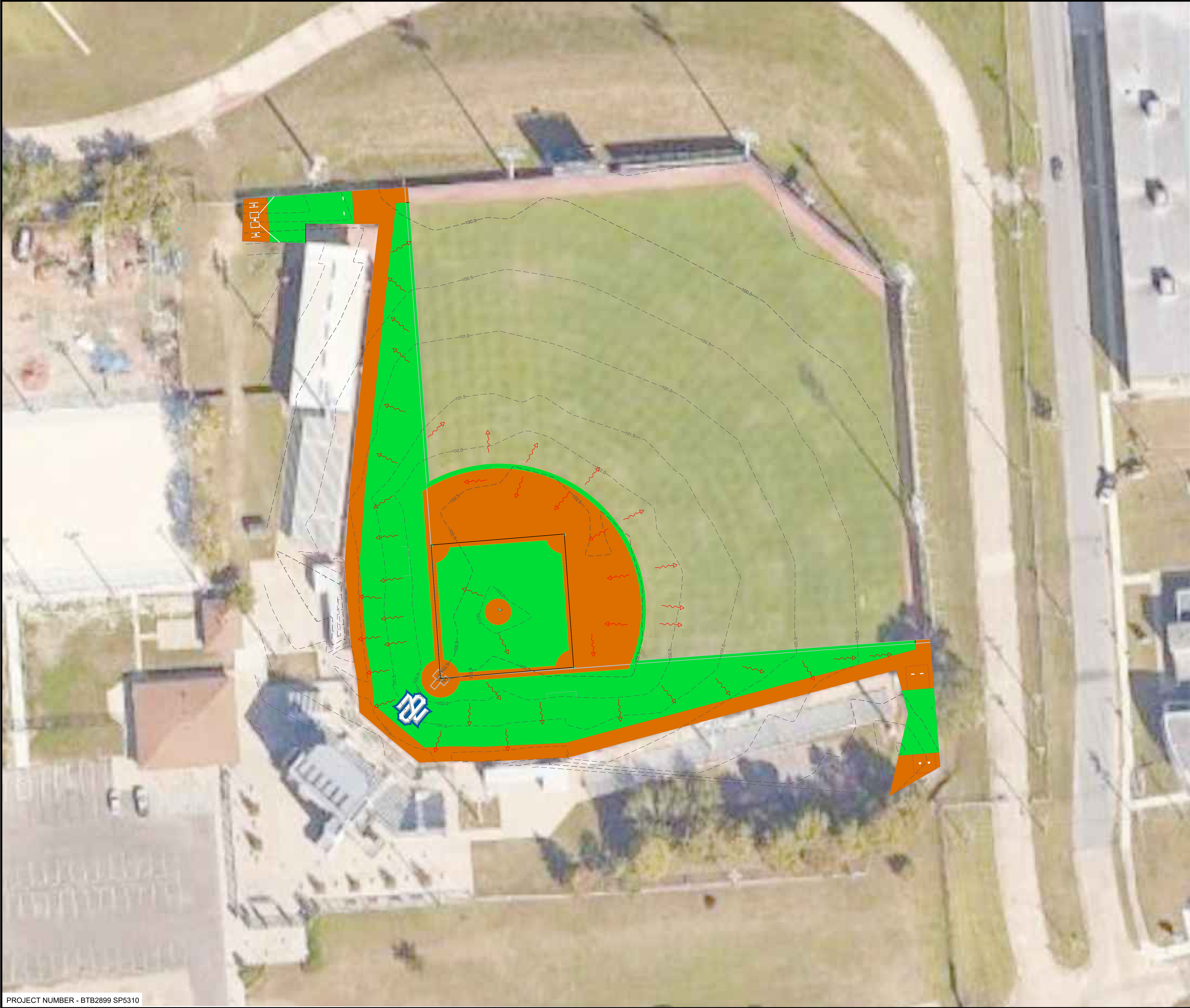


UNIVERSITY OF NEW ORLEANS - EAST CAMPUS  
MAESTRI FIELD TURF RENOVATION  
6801 FRANKLIN AVE.  
NEW ORLEANS, LA 70122

SC-1.4

Proposed Drainage





Proposed Grading Plan

Scale: 1" = 30'



Notes:

- 1. THE TURF COLORS ARE SHOWN IN LIGHT COLORS FOR CLARITY.

NOTE:

THE ELEVATIONS AND SLOPES OF THE PROPOSED TURF SURFACE ARE TO MATCH THE EXISTING ELEVATIONS AND SLOPES WITH SLIGHT MODIFICATIONS AS NECESSARY TO SMOOTH THE SURFACE AND ENSURE PROPER DRAINAGE.

Date: August 29, 2025  
Drawn by: ZWS  
Checked by: DWS

Revision:	Date:



Simpson Sports Engineering, LLC  
4241 Little Farms Drive  
Zachary, LA 70791  
(225) 235-9638  
dsimpson@simpsonsportseng.com

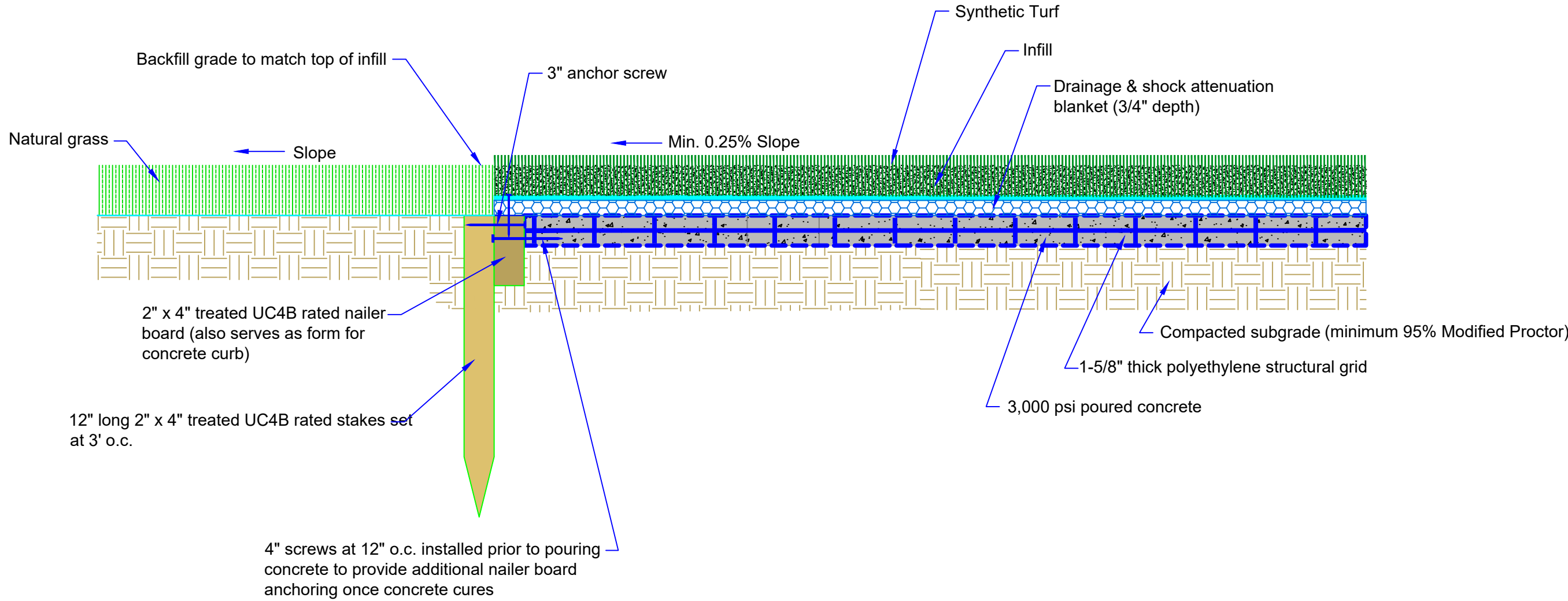


UNIVERSITY OF NEW ORLEANS - EAST CAMPUS  
MAESTRI FIELD TURF RENOVATION  
6801 FRANKLIN AVE.  
NEW ORLEANS, LA 70122

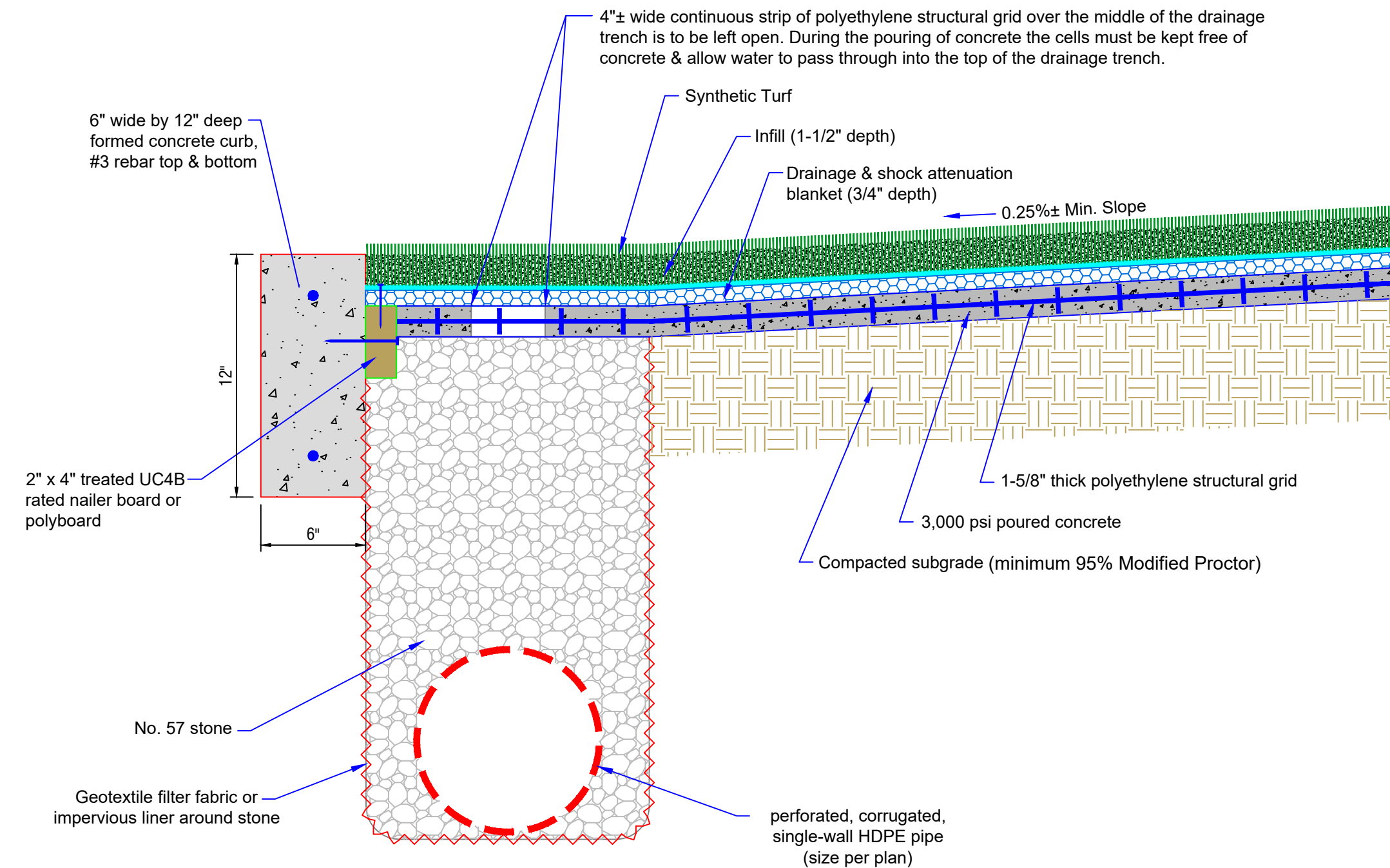
SC-1.5

Proposed Grading



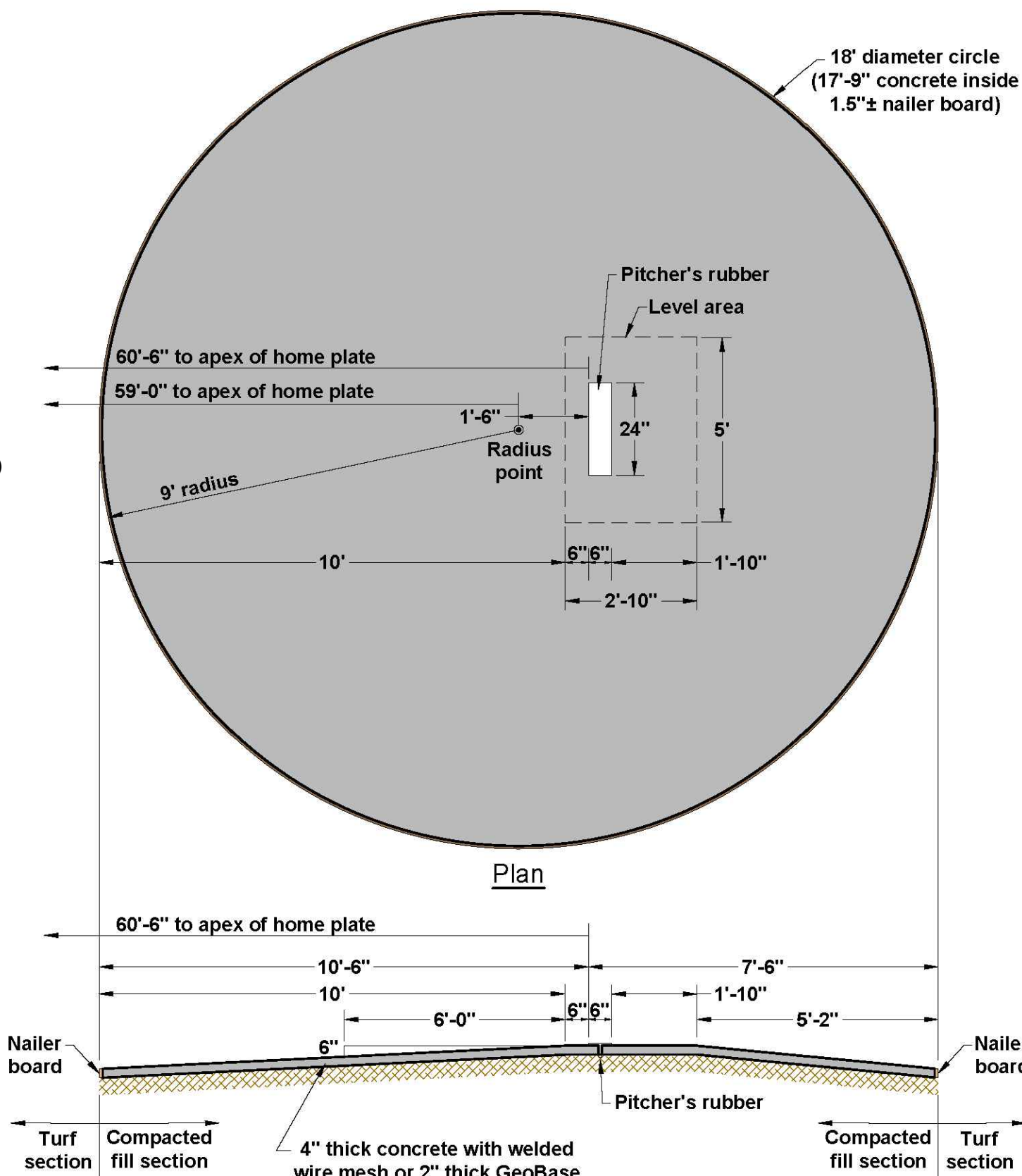


Edge Detail ~ Turf Installation with Transition to Natural Grass



Turf Installation Detail  
Not to Scale

Concrete Pitcher's Mound Detail



GENERAL NOTES

1. ALL WORK SHALL COMPLY WITH ALL LAWS, RULES, REGULATIONS, ORDINANCES AND CODES OF THE CITY OF NEW ORLEANS, THE STATE OF LOUISIANA AND THE FEDERAL GOVERNMENT.
2. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE EXTENT, NATURE, AND SCOPE OF WORK DESCRIBED IN THESE DOCUMENTS & SHALL COORDINATE WITH THE UNIVERSITY'S REPRESENTATIVE WORK SHOWN & DESCRIBED IN THESE DOCUMENTS. THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, EQUIPMENT, TRANSPORTATION, DELIVERY, HANDLING, SERVICES, SUPERVISION AND QUALITY CONTROL NECESSARY TO EXECUTE ALL WORK AS SHOWN ON THESE DRAWINGS EXCEPT WHERE SPECIFICALLY NOTED AS NOT IN CONTRACT (NIC). HE SHALL BE RESPONSIBLE FOR COORDINATING HIS WORK WITH THAT OF ALL TRADES INCLUDING THOSE OPERATING UNDER SEPARATE CONTRACTS WITH THE UNIVERSITY (IF ANY). ALL WORK SHALL BE PERFORMED BY SKILLED AND QUALIFIED WORKMEN IN ACCORDANCE WITH THE BEST PRACTICES OF THE TRADES INVOLVED.
3. CONTRACTOR SHALL VISIT SITE AND EXAMINE ALL EXISTING CONDITIONS PRIOR TO SUBMITTING PROPOSAL. HE SHALL FAMILIARIZE HIMSELF COMPLETELY WITH THE DIFFICULTIES AND RESTRICTIONS AFFECTING THE EXECUTION OF THE CONTRACT.
4. ALL PRODUCTS, MATERIALS, AND EQUIPMENT SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S PRINTED INSTRUCTIONS AND SPECIFICATIONS. IN COMPLIANCE WITH ALL APPLICABLE CODES, AND WITHIN THE HIGHEST ACCEPTED COMMERCIAL TRADE STANDARDS BY SKILLED EXPERIENCED, TRAINED AND COMPETENT CRAFTSMEN. USE ONLY NEW MATERIALS. MATERIALS SHALL BE USED ONLY FOR THE PURPOSE FOR WHICH THEY ARE DESIGNED / INTENDED.
5. ALL ASPECTS OF JOB SITE SAFETY ARE COMPLETELY THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR WILL HAVE CONTROL OR CHARGE OF AND WILL BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, OR FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. CONTRACTOR SHALL PERFORM ALL WORK IN A SAFE AND ORDERLY MANNER AVOIDING HAZARDOUS CONDITIONS. PROVIDE ALL WORK IN A SAFE AND ORDERLY MANNER AVOIDING HAZARDOUS CONDITIONS. PROVIDE ALL NECESSARY TEMPORARY SHORING, BRACING, BARRICADES AND PROTECTIVE BARRIERS AS REQUIRED TO INSURE SAFE EXECUTION OF DEMOLITION AND CONSTRUCTION.
6. WORK AREA SHALL BE KEPT NEAT, CLEAN, AND SAFE AT ALL TIMES BY CONTRACTOR. TRASH OR DEBRIS SHALL NOT BE ALLOWED TO ACCUMULATE AND THE SITE PREMISES SHALL BE KEPT CLEAN, ORDERLY, AND SAFE AT ALL TIMES. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING SUITABLE TRASH CONTAINERS AND TRASH REMOVAL FROM THE CAMPUS.
7. PORTABLE HAND HELD FIRE EXTINGUISHERS ARE TO BE FURNISHED BY CONTRACTOR. ALL FIRE EXTINGUISHERS SHALL BE UL LISTED / LABELED AND FM APPROVED.
8. THE CONTRACTOR SHALL CAREFULLY EXAMINE THE DRAWINGS AND NOTES AND SECURE FROM THE OWNER ANY ADDITIONAL INFORMATION, IF NECESSARY, THAT MAY BE REQUIRED FOR A COMPLETE, CLEAR AND FULL UNDERSTANDING OF THE WORK. TO ESTABLISH THE COMPLETE SCOPE OF WORK AND TO ACHIEVE CLOSE COORDINATION BETWEEN ALL TRADES, EACH TRADE SHAL COMPLETELY REVIEW ALL DRAWINGS, AND THE ENTIRE PROJECT MANUAL, NOT ONLY THE DRAWINGS FOR HIS RESPECTIVE TRADE, BUT ALSO FOR THE WORK OF ALL OTHER TRADES AS WELL. NO TRADE SHALL PROCEED WITH THE ORDERING OR INSTALLATION OF ANY MATERIALS AND / OR EQUIPMENT WITHOUT FIRST COORDINATING WITH ALL OTHER TRADES. CONTRACTOR SHALL COORDINATE SUBCONTRACTORS WORK REQUIREMENTS TO INSURE THAT WORK CAN PROCEED CONTINUOUSLY AND EXPEDITIOUSLY AND WILL PROVIDE THE BEST RESULTS FOR THE COMPLETED WORK.
9. PERFORM ALL DEMOLITION AS SPECIFICALLY INDICATED AND OTHERWISE REQUIRED TO ACHIEVE THE RESULTS INDICATED ON DRAWINGS. THE WORK INCLUDES THE REMOVAL OF ALL OBSTACLES TO THE NEW WORK INCLUDED IN THE PROJECT. REMOVE ALL EXISTING ELECTRICAL AND MECHANICAL COMPONENTS TO PERFORM THE WORK OF THIS PROJECT. DEMOLITION INDICATED ON THE DRAWINGS IS FOR THE PURPOSE OF CLARIFYING CONDITIONS IN GENERAL AND NOT INTENDED TO PORTRAY THE FULL SCOPE OF DEMOLITION WORK. LIMIT DEMOLITION AND REMOVAL TO THE AREAS AND EXTENT NECESSARY TO ACCOMPLISH FINISH RESULTS INTENDED. ANY DEMOLITION BEYOND THAT REQUIRED SHALL BE REPLACED TO MATCH EXISTING. REMOVE ALL MATERIAL NOT INDICATED TO BE RE-USED OR TURNED OVER TO THE UNIVERSITY SHALL BE REMOVED PROMPTLY FROM THE SITE BY CONTRACTOR.
10. ALL WORK WILL BE SUBJECT TO THE REVIEW, INSPECTION, AND ACCEPTANCE OF THE UNIVERSITY'S REPRESENTATIVE.
11. THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS

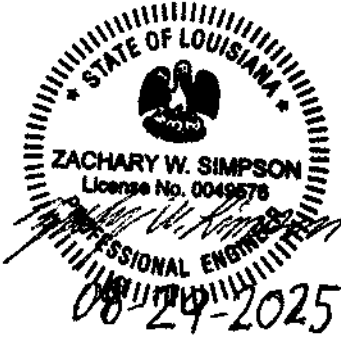
SUMMARY

It shall be the responsibility of the CONTRACTOR to verify measurements of the installation areas as well as to provide all labor, materials, equipment and tools necessary for the complete installation of a vertical-to-horizontally draining synthetic nonfill turf system, The Work of project is defined by the Contract Documents and consists of but is not limited to the following items:

It shall be the responsibility of the CONTRACTOR to verify measurements of the installation areas as well as to provide all labor, materials, equipment, tools expertise, and supervision necessary for the complete installation of a vertical-to-horizontally draining synthetic turf system. Project work is defined by the Contract Documents (i.e. construction drawings and specifications) and consists of, but is not limited to, the following items:  
The project consists of converting the portion of existing natural turf shown in the construction drawings. The area is within the limits of the baseball and perimeter fences including underground drainage, structural base, shock pad, synthetic turf with associated nonfill synthetic turf. The new 8" perforated, corrugated, HDPE pipes in stone filled trench are to be installed next to the inside of the baseball perimeter fence.

- Locate and secure clearance for all project specific utilities. It is solely the responsibility of the CONTRACTOR to repair damaged utilities.
- The elevations for the athletic fields are shown on the attached drawings. The grading plan accompanying these drawings shall be followed to ensure positive drainage flow. The CONTRACTOR shall bear the responsibility of verifying these elevations.
- All surveying for field placement and layout is the responsibility of the CONTRACTOR.
- CONTRACTOR shall remove vegetative layer as per construction drawings and specifications and specifications.
- CONTRACTOR shall remove and dispose of any other material deemed undesirable. (i.e. existing natural grass on playing field will be removed by the CONTRACTOR.) CONTRACTOR shall remove all other material deemed undesirable as per construction drawings and specifications and specifications.
- Excavate to depth required to accommodate required cross-section, slope and finished grades.
- Prior to installing specified structural base, contour, slope, rough grade, and compact sub-base, within limits of area field shown in construction plans to specified grades, as per construction drawings and specifications.
- Install a poured in place structural base with minimum 3,000 psi concrete poured into a minimum 40 millimeter deep structural grid as detailed in Section 025030 - Nonfill Synthetic Turf System specification.
- Install poured in place reinforced concrete perimeter turf anchor curbing with pressure treated wood nailer board at locations shown and detailed in the construction drawings and specifications. The pressure treated nailer board must rated as UC4B - approved for heavy duty ground contact. The top of the nailer board must match finish grade of the concrete base.
- On areas that do not have a concrete curb, the nailer board will be anchored with stakes, approved for ground contact, as per the Edge Detail ~ Turf Installation with Transition to Natural Grass shown in the construction drawings and specifications.
- Home plate to be installed and anchored into the structural base of the field with metal ground anchor(s).
- Install poured in place concrete pitcher's mound in accordance with the following NCAA regulations:
  - The top of the pitcher's rubber must be 10 inches above the top surface of home plate. The 10-inch height can be measured easily by the use of a line level. There should be a gradual slope of 1 inch per foot from a point 6 inches in front of the pitcher's rubber to a point 6 feet toward home plate. From this point, the mound should slope and blend into the grade of the rest of the playing surface.
  - The top of the pitcher's mound should be level with the top of the pitcher's rubber, extending from the point 6 inches in front of the pitcher's rubber to 22 inches behind the pitcher's rubber and 18 inches from each end of the pitcher's rubber. This gives a level area 5 feet wide and 34 inches deep that includes the 6-inch width of the pitcher's rubber.
- Batters boxes, game catchers box, home and visitor bullpen pitchers landing areas, and home and visitor bull pen catchers boxes must be removable Velcro backed turf in order to be replaced as needed due to wear. See turf submittals for exact locations of Velcro backed turf.
- Install double base anchor for baseball first base.
- Install the perimeter collector trenches and tie in as shown on the construction drawings and specifications.
- Furnish and install a shock pad/drainage blanket system that meets the performance requirements of the preapproved products detailed below.
- Install nonfill synthetic turf system, tufted to a maximum 1.25-inch height, having 100% polyethylene fibers with a dimensionally stable primary backing that meets the performance requirement as detailed herein this bid package.
- Install all tufted and inlaid lines and markings as shown in the construction drawings and specifications.
- Install natural, non-silica, and non-organic Cooling Additive. Infuse infill mixture into artificial turf in multiple applications.
- Clean site per owner's instructions and dispose of any unwanted materials.
- Repair any damage to areas, including parking lots, staging areas, bullpens, outfield grass or utility lines, or other that may have occurred and restore site to pre-project condition.

Revision:	Date:



Simpson Sports Engineering, LLC  
4241 Little Farms Drive  
Zachary, LA 70791  
(225) 235-9638  
dsimpson@simpsonsportseng.com



UNIVERSITY OF NEW ORLEANS - EAST CAMPUS  
MAESTRI FIELD TURF RENOVATION  
6801 FRANKLIN AVE.  
NEW ORLEANS, LA 70122