

SET NO. _____

**Demolition of Prudhomme Hall
For
Northwestern State University
Natchitoches, LA**

**Project # 01-107-24-05
Item # 223
WBS # F.1004741**

**NORTHWESTERN STATE UNIVERSITY-University Affairs
140 Central Ave.
Natchitoches, LA 71497**

Date: August 24, 2026

Construction Documents for Review

**Jeff Landry, Governor
Matt Baker, Director, Office of Facility Planning & Control**

**Newman Marchive Incorporated
A Professional Corporation
A Veteran Owned Small Business
Architecture/ Environmental Consulting
2800 Youree Drive, Suite 310
Shreveport, Louisiana 71104
Phone: 318-219-1814**

NM No.253390

PROJECT MANUAL

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BID NUMBER: **SB # 7678**

DATE: **September 21, 2026**

NORTHWESTERN STATE UNIVERSITY

Business Affairs – Purchasing Section
St. Denis Hall/ 200 Sam Sibley Dr.
Natchitoches, Louisiana 71497
(318) 357-6474
email: purchasing@nsula.edu

INVITATION FOR BID: Sealed bid, subject to the conditions herein stated and attached hereto, will be received at this office until **2:00 PM Thursday, October 29, 2026**, and then publicly opened for furnishing the items and/or services as described below for Northwestern State University:

Mandatory Pre-Bid Conference: A mandatory Prebid conference will be held at **10:00 AM Tuesday, October 13, 2026**, at the following location: **Conference Room 126 998 South Jefferson, Natchitoches, Louisiana 71497.**

DESCRIPTION

NSU Demolition of Prudhomme Hall Project # 01-107-24-05, JLCB # 223, WBS F.01004741

In compliance with and subject to the conditions thereof, the undersigned offers and agrees, if this bid be accepted within thirty (30) days from date of opening, to furnish any or all of the items (or sections) at the price set opposite each item (or section).

VENDOR NAME

SIGNATURE AUTHORITY (Re: L.R.S. 39:1594(Act 121))

ADDRESS

PRINTED OR TYPED NAME / TITLE

CITY, STATE, ZIP

FEDERAL TAX IDENTIFICATION NUMBER (FIN)

TELEPHONE NUMBER

EMAIL

DATE

ACCEPTANCE /AWARD

Date of Award and Execution

Recommendation: _____

Approved: _____

Ashlee Grayson, Director of Purchasing

INSTRUCTIONS TO BIDDERS

1. Bid Forms

All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, properly signed. Bids submitted in the following manner will not be accepted:

1. Bid contains no signature indicating intent to be bound;
2. Bid filled out in pencil; and
3. Bid not submitted on NSU's standard forms.

Bids must be received at the address specified in the Invitation for Bids prior to bid opening time in order to be considered. Any bid received after bid opening time will be returned to sender unopened. Telegraphic and fax alterations to bids received before bid opening time will be considered provided formal bid and written alteration have been received and time-stamped before bid opening time.

2. Submission of Bids

Firms/individuals who are interested in providing services requested under this ITB must submit a bid containing the information specified in this solicitation. The bid must be received in hard copy (printed) by the Purchasing Office on or before **(2:00 PM)** Central Daylight Time on the date specified. FAX or e-mail submissions are not acceptable. Bidders mailing their submittals shall allow sufficient mail delivery time to ensure receipt of their submittal by the time specified. The submitted bid must be delivered at the Bidder's expense to:

Attn: Ashlee Grayson
Director of Purchasing
Business Affairs/St. Denis Hall
200 Sam Sibley Drive
Northwestern State University
Natchitoches, Louisiana 71497

*******Submittals should have ITB #7678 clearly printed on all documents and shipping containers, failure to clearly label submittals may result in rejection.*******

For courier delivery, the street address above and the telephone number is (318-357-6474). It is solely the responsibility of each Bidder to ensure that their submittal is delivered at the specified place and prior to the deadline for submission. Submittals received after the deadline will not be considered.

NSU requests that (1) copy of the solicitation be submitted to the Purchasing Office at the address specified. The bid shall contain original signatures of those company officials or agents duly authorized to sign bids or contracts on behalf of the organization. A certified copy of a board resolution granting such authority shall be submitted if Bidder is a corporation. The bid with original signatures will be retained for incorporation in any contract resulting from this ITB.

3. Required Bid Submittals: The following documents must be submitted in full at the time of the sealed bid opening:

1. *Louisiana Uniform Public Bid Form, including:*
 - a) *Base Bid*
 - b) *Alternates*
 - c) *Acknowledgement*
2. *Unit Price Form*
3. *Bid Security*
4. *Corporate Resolution or other satisfactory evidence of authority*
5. *Louisiana Contractor's License Number*

6. *Signed Instructions to Bidders*

Failure to provide any of the above documents at the time of bid submission may render the bid non-responsive and subject to rejection.

4. Time for Completion and Liquidated Damages: Following the issuance of a Notice to Proceed, the Contractor shall have **seventy-five (75) consecutive calendar days to complete all work**. Failure to complete the work within this timeframe will result in the assessment of liquidated damages at the rate of **two hundred fifty dollars (\$250.00) per calendar day**, beginning on the first day after the established completion date and continuing until the work is satisfactorily completed.

5. Prices: The bidder must state the prices (written in ink, in figures) for which he proposes to furnish each item and shall show the total extended amount for each based on the quantities shown. In case, however, of conflict between the unit price and the extended amount, the unit price shall govern. Unit prices should be inclusive of any freight charges.

6. F.O.B: Bid should be FOB Destination/Agency, title passing upon acceptance of merchandise. Failure to comply with this requirement may disqualify your bid.

7. Standard of Quality: Any product or service bid shall conform to all applicable Federal and State laws and regulations and the specifications contained in the ITB. Unless otherwise specified in the ITB, any manufacturer's name, trade name, brand, name, or catalog number used in the specifications is for the purpose of describing the quality level and characteristic required. Bidder must specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the ITB.

8. Descriptive Information: Bidders proposing an equivalent brand or model should submit with the bid information (such as illustrations, descriptive literature, and technical data) sufficient for NSU Purchasing to evaluate quality, suitability, and compliance with the specifications in the ITB. Failure to submit descriptive information may cause bid to be rejected. Any change made to a manufacturer's published specifications submitted for a product shall be verifiable by the manufacturer. If item(s) bid do not fully comply with specifications (including brand and/or product number), bidder must state in what respect the item(s) deviate. Failure to note exceptions on the bid form will not relieve the successful bidder(s) from supplying the actual products requested.

MANUFACTURER'S NUMBERS AND TRADE NAMES: **Where the manufacturer's product is named or specified, it is understood that "or equal" shall apply, whether stated or not. Such name and number is meant to establish the standard, type, quality, style, etc. Northwestern State University shall be the sole judge as to whether or not the equipment offered is equal to that specified.**

9. Interpretation of Solicitation/Bidder Inquiries: If Bidder is in doubt as to the meaning of any part or requirement of this solicitation, Bidder may submit a written request for interpretation to the Buyer-of-Record at dmathias@newmaninc.com Written inquiries must be received in the Newman, Inc. no later than **five (5) calendar days prior to the opening of bids** and **must clearly cross-reference to the bid/solicitation/specification number in subject field** of the email request.

No decisions or actions shall be executed by any Bidder as a result of oral discussions with any Newman Inc. and/or NSU employee or consultant. Any interpretation of the documents will be made by formal addendum only, issued by Newman Inc., and mailed or delivered to all Bidders known to have received the solicitation. Newman Inc. shall not be responsible for any other interpretations or assumptions made by Bidder.

10. Bid Opening: Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined 72 hours after request is made. Information pertaining to completed files may be secured by visiting Northwestern State University Purchasing during normal working hours. Written bid tabulations will not be furnished.

11. Award: Award will be made to the lowest responsible bidder, taking into consideration the quality of the products to be supplied, their conformity with specifications, the purposes for which they are required, and the time for delivery. Northwestern State University Purchasing reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.

12. Purchase Order: If any bid or bids are accepted, an initial purchase order or orders for the entire number of units or part thereof, will be issued not later than thirty (30) days after receipt of bids by the Owner to the lowest bidder offering products which, in the opinion of the University, meet the requirements of these specifications.

13. Conditions of Purchase Orders: We will not in any manner be responsible for goods delivered or work done for our account without a written order. No allowance for boxing or crating. If you cannot fill order as directed, return for advice. Quantities in excess of the order may be returned or held subject to shipper's order, expense and risk. By accepting the order, you hereby warrant that the merchandise to be furnished hereunder will be in full conformity with the specifications, drawing or sample and agree that this warrant shall survive acceptance of the merchandise and that you will bear the cost of inspecting merchandise rejected. Northwestern State University reserves the right to purchase additional quantities at the same price, terms and conditions for a period of ninety (90) days from the date of order based upon vendor acceptance.

14. Inspection and Acceptance: Upon delivery of each item to the Agency, inspection of the item will be made by Northwestern State University, or their representative, at the point of delivery, or in special cases, at point of origin. Acceptance of the item will be made after inspection determines that all requirements of the specifications and the proposal have been met.

15. U.S. Taxpayer Identification Number: Vendor must include an IRS Form W-9 and enter your taxpayer identification number in the appropriate space on the Specifications and Bid Form Page. For individuals and sole proprietors, this is your social security number. For other entities, it is your employer identification number. PAYMENT CANNOT BE PROCESSED WITHOUT YOUR TAX I.D. NUMBER.

16. Taxes: The State is exempt from sales/use tax. Vendor is responsible for including all other applicable taxes in the bid price.

17. New Products: Unless specifically called for in the ITB, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the ITB. The manufacturer's standard warranty will apply unless otherwise specified in the ITB.

18. Contract Renewals: Upon Agreement of Northwestern State University Purchasing and the contractor, an open-ended requirements contract may be extended for 2 additional 12-month periods at the same prices, terms and conditions. In such cases, the total contract term cannot exceed 36 months.

19. Contract Cancellation: Northwestern State University has the right to cancel any contract for cause, in accordance with purchasing rules and regulations, including but not limited to: (1) failure to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) misrepresentation by the vendor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the University; (5) conflict of contract provisions with constitutional or statutory provision of state or federal law; (6) any other breach of contract. Northwestern State University has the right to cancel any contract for convenience at any time by giving thirty (30) days written notice to the vendor. In such cases, the vendor shall be entitled to payment for compliant deliverables in progress.

20. Default of Contractor: Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the Northwestern State University Purchasing has determined the contractor to be in default, NSU Purchasing reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.

21. Order of Priority: In the event there is a conflict between the Instructions to Bidders or General Conditions and the Special Conditions, the Special Conditions shall govern.

22. Applicable Law: All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana

23. LICENSED CONTRACTOR: A Louisiana State Contractor's License for the classifications of **Building Constructions or Rigging, House Moving, Wrecking, and Dismantling" (Classification 1.10)** will be required for this bid. The Louisiana Contractor's License number **must be listed on the outside of the bid envelope.**

24. Discrimination and EEOC COMPLIANCE: The contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act 1972, and contractor agrees to abide by the requirements of the Americans With Disabilities Act of 1990: Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or in accordance with KBB 2004-54 because of an individual's sexual orientation. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

25. Standard Preference:

A. In accordance with Louisiana Revised Statutes 39:1595, a preference not to exceed 10% may be allowed for paper and paper products manufactured or converted in Louisiana of equal quality. For paper supplied in wrapped reams, each carton and each individual ream shall be clearly labeled with the name of the manufacturer or converter and the location within Louisiana where such paper is manufactured or converted. For paper and paper products supplied in bulk or in other forms, the smallest unit of packaging shall be clearly labeled with the name of the manufacturer or converter and the location within Louisiana where such paper or paper product is manufactured or converted.

Do you claim this preference? Yes _____ No _____

Specify Item Number(s) _____

Name and location within Louisiana where such paper or paper product is manufactured or converted:

B. A preference not to exceed 10% may be allowed for products manufactured, produced, grown, or assembled in Louisiana of equal quality.

Do you claim this preference? Yes _____ No _____

Specify Item Number(s) _____

Specify location within Louisiana where this product is manufactured, produced, grown or assembled:

If so, do you certify that at least fifty percent (50%) of your Louisiana business workforce is comprised of Louisiana residents?

Yes: _____ No: _____

[Note: If more space is required, include on separate sheet. Failure to specify above information may cause elimination from preferences. Preferences shall not apply to service contracts.]

26. Scope of Contract: Furthermore, submittal of any terms and conditions contrary to those of the State of Louisiana may cause your bid to be rejected. By signing this form terms and conditions which may be included in your bid are nullified, and contractor agrees that this contract shall be construed in accordance with and governed by the laws of the State of Louisiana.

27. Right to Audit: The Contractor agrees that the University and the Legislative Auditor of the State of Louisiana shall have access to, and the right to audit and examine, any pertinent books, documents, papers, and records of the Contractor related to this bid and any resulting contract agreement.

28. Official University Recognized Holidays: The following is a list of officially recognized University Holidays:

New Year's Day	Juneteenth
Martin Luther King Day	July 4 th
Mardi Gras Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day

(Members of firm or person authorized to sign bids for corporation)

BIDDERS MUST SIGN IN INK

I M P O R T A N T

Signature Authority: In Accordance with L.R.S.39:1594 (Act 121), the person signing the bid must be:

- a. A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or
- b. An individual authorized to bind the vendor as reflected by an accompanying corporate resolution, certificate or affidavit; or
- c. An individual listed on the State of Louisiana Bidder's Application as authorized to execute bids.

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

WE ARE AN EQUAL OPPORTUNITY UNIVERSITY

NOTICE TO BIDDERS

Bid security must be attached (insurance company, bank money order, certified check or cashier's check) in the sum of five percent (5%) of the amount bid (including base bid and additive alternates, if any) and shall become the property of the owner in the event the contract and bond are not executed within the time set forth above. If bid bond is used, it shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide, or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds. In addition, the bond shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana.

Bids shall be accepted only from Contractors who are licensed under La. R.S. 37:2150-2163 for the classification(s) such as Building Construction work. No bid may be withdrawn for a period of thirty (30) days after receipt of bids. IN ACCORDANCE LA R.S. 37:2163 "ANYONE OBJECTING TO THE CLASSIFICATION MUST SEND A CERTIFIED LETTER TO BOTH THE LOUISIANA STATE LICENSING BOARD FOR CONTRACTORS AND THE OFFICE OF STATE PURCHASING. THE LETTER MUST BE RECEIVED NO LATER THAN TEN WORKING DAYS PRIOR TO THE DAY ONWHICH BIDS ARE TO BE OPENED.

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 fully executed.

CONTRACT, PERFORMANCE BOND, LABOR AND MATERIALS PAYMENT BOND:

If the undersigned is notified of the acceptance of the above bid or bids, within thirty (30) days of the time set forth for the opening of bids, he agrees to execute a contract for the work accepted, in the standard contract form currently used by Northwestern State University of Louisiana within ten (10) days after notice from NSU.

The undersigned further agrees, if awarded the contract, to execute and deliver to NSU at the time the contract documents are executed, a Performance Bond with Power of Attorney, on the forms provided, in an amount equal to the contract sum and agrees that this bond will be secured by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide, or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds. In addition, the bond shall be written by a surety or insurance company that is currently licensed to do business in the state of Louisiana. Also, to be provided at the same time is a Labor and Materials Payment Bond in an amount equal to 100% of the contract amount.

CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Invitation to Bid (ITB), including any attachments.

OFFICIAL CONTACT. The University requests that the Bidder designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Telephone Number with area code: () _____

C. Facsimile Number with area code: () _____

Bidder certifies that the above information is true and grants permission to the University to contact the above- named person or otherwise verify the information provided. By its submission of this Proposal and authorized signature below, Bidder certifies that:

1. The information contained in its response to this ITB is accurate.
2. Bidder complies with each of the mandatory requirements listed in the ITB and will meet or exceed the requirements specified therein.
3. Bidder agrees to provide all tasks, services, and deliverables listed in Scope of Services for the total cost stated on Bid Form;
4. Bidder accepts the procedures, evaluation criteria, mandatory contract terms, and all other administrative requirements set forth in this ITB.
5. Bidder confirms that its bid will be considered valid until award is made.
6. In making this bid, each Bidder represents that: They have read and understand the bid documents and the bid is made in accordance herewith, and the bid is based upon the specifications described in the bid documents without exception.
7. Bidder certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at www.epls.gov .)

Professional Job Title: _____

Official Company Name: _____

Street Address: _____

City: _____

State: _____

Zip: _____

SIGNATURE of Bidder's Authorized Representative: _____

(Signature MUST be HAND SIGNED and should be in Blue ink)

Date: _____

INDEMNIFICATION AGREEMENT

The _____ {Contractor/Lessee} 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/Lessee}, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by _____ {Contractor/Lessee} 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/Lessee} 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 of and expenses for all claims.

Accepted by _____
Company Name

Signature

Title

Date Accepted _____

Is Certificate of Insurance Attached? _____ Yes _____ No

Contract No. _____ for _____
State Agency Name

PURPOSE OF CONTRACT: _____

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: Northwestern State University
140 Central Avenue
Natchitoches, Louisiana 71497

BID FOR: Demolition of Prudhomme Hall
Project # 01-107-24-05
Item # 223
WBS #F.1004741
Natchitoches, Louisiana 71497

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: Newman Marchive Incorporated and dated: August 24, 2026..

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

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

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

_____ Dollars (\$ _____)

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

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

N/A Dollars (\$ _____)

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

N/A Dollars (\$ _____)

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

N/A Dollars (\$ _____)

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____

DATE: _____

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

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

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

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

CONTRACT BETWEEN OWNER AND CONTRACTOR
AND PERFORMANCE AND PAYMENT BOND

This agreement entered into this ___ day of June 2026 by *Vendor Name* hereinafter called the "Contractor", whose business address is *Vendor Address*, and Northwestern State University, herein represented by the contracting officer executing this contract, hereinafter called the "Owner".

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

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

SB # 7678, NSU Demolition of Prudhomme Hall Project # 01-107-24-05, F.01004741, JLCB # 223

in strict accordance with Contract Documents, Specifications and Drawings prepared by Northwestern State University.

It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated Month, Day, 2026 Addenda number(s) _ the Instruction to Bidders, Bid Form, General Conditions, Supplementary Conditions, any Addenda thereto, impose duties and obligations upon the parties herein, and said parties thereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Construction Documents are incorporated herein by reference with the same force and effect as though said Construction Documents were herein set out in full.

Time for Completion: The work shall be commenced on a date to be specified in a written order of the Owner and shall be completed within 75 consecutive calendar days from and after the said date.

Liquidated Damages: Contractor shall be assessed Liquidated Damages in the amount of \$250.00 per day for each consecutive calendar day which work is not complete beginning with the first day beyond completion time.

Termination for Cause: The University may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract, provided that the University shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the University may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the University to comply with the terms and conditions of this contract, provided that the Contractor shall give the University written notice specifying the University's failure and a reasonable opportunity for the University to cure the defect.

Termination for Convenience: The University may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

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

Compensation to be paid to the Contractor: The Owner will pay, and the Contractor will accept in full consideration for the performance of the contract the sum of _____ Dollars and _____ Cents (\$_____).

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 Louisiana, and duly authorized to transact business in the State of Louisiana, as Surety, who declared that having taken cognizance of this contract and of the Construction Documents mentioned herein, he hereby in his capacity as its Attorney in Fact obligates his said company, as Surety for the said Contractor, unto the said Owner, up to the sum of Bond amount 100%. By issuance of this bond, the Surety acknowledges they are in compliance with R.S. 38:2219 and the Instructions to Bidders.

The condition of this performance and payment bond shall be that should the Contractor herein not perform the contract in accordance with the terms and conditions hereof, or should said Contractor not fully indemnify and save harmless the Owner, from all cost and damages which he may suffer by said Contractor's non-performance or should said Contractor not pay all persons who have and fulfill obligations to perform labor and/or furnish materials in the prosecution of the work provided for herein, including by way of example workmen, laborers, mechanics, and furnishers of materials, machinery, equipment and fixtures, then said Surety agrees and is bound to so perform the contract and make said payment(s).

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

Discrimination Clause

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

Contractor agrees not to discriminate in its employment practices and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

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

Witness:

Northwestern State University
Owner

By: _____
Director of Purchasing

Contractor

By: _____
Contractor Name

By: _____
Surety: _____

By: _____
Attorney in Fact:

STATE OF LOUISIANA
PARISH OF «PARISH OF CONTRACTOR»

PROJECT NO.: 01-107-24-05

WBS # F.1004741 Item# 223

NAME: Demolition of Prudhomme Hall

LOCATION: «Natchitoches, LA

NON-COLLUSION AFFIDAVIT

Before me, the undersigned authority, duly commissioned and qualified within and for the State and Parish aforesaid, personally came and appeared _____ representing «Contractor» who, being by me first duly sworn deposed and said that he has read this affidavit and does hereby agree under oath to comply with all provisions herein as follows:

PART I.

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

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

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

PART II.

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

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

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

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

AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 2026.

NOTARY

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.

Demolition of Prudhomme Hall
Name of Project

01-107-24-05
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

RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION OF BOARD OF DIRECTORS

(Name of Corporation)

Be it resolved by the Board of Directors of _____, a corporation organized and existing under the laws of the State of _____ and domiciled in _____, that _____ is hereby authorized to sign any and all contracts and/or agreements with the _____ and to do any and all things necessary to execute the contracts and/or agreements on behalf of this corporation.

That I, _____, _____
(Name) (Position of Authority)

Hereby certify that the above and foregoing resolution is a true and correct copy of a resolution of the Board of Directors of this corporation which was passed at a meeting, duly called on at which a quorum was present. The foregoing resolution has been entered into the records of this corporation, has not been rescinded or modified, and remains in full force and effect on this date.

Dated this _____ day of _____, 20_____.

WITNESSES:

Signature

Federal Tax I.D. Number

NOTE TO BIDDER: THIS PAGE MUST BE COMPLETED AND ONE ORIGINAL AND ONE COPY RETURNED WITH YOUR BID. IF IT IS NOT POSSIBLE TO OBTAIN THIS RESOLUTION BY THE BID OPENING DATE, ATTACH YOUR STANDARD FORM HERE THAT SHOWS YOUR AUTHORITY TO SIGN BID DOCUMENTS.

IF YOUR COMPANY IS NOT A CORPORATION CHECK HERE ~ AND COMPLETE BELOW:

SIGNATURE: _____

Social Security Number _____

CADD FILE INDEMNIFICATION AGREEMENT

**Project Name: Prudhomme Hall
Demo Abate
#253390**

The agreement defined herein, dated _____, is to provide CADD files produced by the identified Design Team, to the Subcontractor _____, for the Project _____.

Owner:

The Subcontractor agrees that these files are provided as a courtesy to help the Subcontractor in his work. The Subcontractor agrees to use these files and the information stored herein at his own risk.

Architect:

Newman Marchive Inc. 2800
Youree Drive, Suite 310
Shreveport, LA 71104
TEL: 318/219-1814
FAX: 318/219-1818

It is understood and agreed that the CADD files are instruments of professional service intended for one-time use in the construction of this project. They are, and shall remain, the property of the identified Design Team. The Subcontractor may retain copies, including copies stored on disk, for information and reference in connection with the use on the project.

The Subcontractor agrees, to the fullest extent permitted by law, to hold harmless and indemnify the identified Design Team from and against all claims, liabilities, losses, damages, and costs, including but not limited to reasonable attorney's fees, arising out of or in any way connected with the use and the modification, misinterpretation, misuse, or reuse by the Subcontractor of the CADD files provided by the identified Design Team under this Agreement.

Engineers:

Signed:

(Architect or Consultant)

(By)

(Title)

(Subcontractor Name)

(Title)

(Date)

SCHEDULE OF VALVES

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

DIVISION 01 - GENERAL REQUIREMENTS	Quantity	Cost
0100 00 General Requirements	_____	_____
OJ 32 50 Record Drawings, Shop Drawings, Product	_____	
DIVISION 02- EXISTING CONDITIONS		_____
02 41 10 Building demolition		
	TOTAL	
02 82 13 Removal of asbestos- containing materials	_____	_____
02 82 26 Work Area Clearance	_____	_____
02 82 33 Disposal of Asbestos-Containing Materials	_____	_____
DIVISION 22- PLUMBING	_____	_____
22 00 00 Basic Mechanical Materials and Methods	_____	_____
DIVISION 26- ELECTRICAL	_____	_____
26 00 00 Basic Electrical Materials and Methods	_____	_____
DIVISION 31 - EARTHWORK<	_____	_____
31 11 00 Site Preparation	_____	_____
31 23 13 Earth Work for Site Work	_____	_____
DIVISION 32 - EXTERIOR IMPROVEMENTS	_____	_____
32 92 19 Seeding	_____	_____
	_____	_____
	TOTAL	_____

CHANGE ORDER

PROJECT NAME: NSU Prudhomme Hall Demo Abatement
PROJECT NUMBER: #01-107-24-05 WBS No. #E1004741 -
CONTRACTOR: _____
SITE CODE: S08240 STATE ID: 7-35-007
CHANGE ORDER No. _____
CONTRACT DATE: _____
CFMS I SRM No(s). _____
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 addition or increase in time or money will be considered for a Change Order item after it has been executed.

RECOMMENDED	ACCEPTED	APPROVED
Designer's Name: _____	Contractor's Name: _____	Project Manager: _____
Address: _____	Address: _____	Facility Planning & Control _____
Email Address: _____	Email Address: _____	
By: _____	By: _____	By: _____
Date: _____	Date: _____	Date: _____

NORTHWESTERN STATE UNIVERSITY USE ONLY

Classification	Amount	Classification	Amount
Omission (Type "O")*	-----	Miscellaneous (Type "M")	-----
Error (Type "E")*	-----	Owner Requested (Type "R")	-----

Senior Manager/Assistant Director approval: _____

COMMENTS: _____

Construction Contract Change Order

SUMMARY

Northwestern State University

ItemNo.

#223

State ProjectNo. #01-107-24-05

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

WBSNo. #F.1004741

Date:

ProjectName: Demolition Of Prudhomme Hall

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+(AXB)
			%	
			%	
			%	
			%	
			%	
			%	
			%	
			%	

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)

%

Amount will be D increased D decreased D unchanged by

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

Days will be D increased D decreased D unchanged by

(Attach supporting data such as meteorological reports)

Construction Contract Change Order
BREAKDOWN COMPONENT SHEET

Northwestern State University

Breakdown No.

Item No.

#223

State Project No. ~~#01-107-24-05~~ - - - - -

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

WBS No. #F.1004741

Date:

Project Name: Demolition of Prudhomme Hall

Contractor/Subcontractor Name:

A. Labor

No. (From BREAKDOWN Sheet)

B. Material

C. Equipment

Construction Contract Change Order
UNIT PRICE BREAKDOWN

Northwestern State University		BreakdownNo.	
		ItemNo.	#223
State ProjectNo.	#01-107-24-05	RFI No. (or COR, CPR, etc.)	
WBSNo.	#F.1004741	Date:	
ProjectName:	Demolition of Prudhomme Hall		

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)

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 contractor's overhead and profit on the subcontractors' direct cost (without subcontractor OH&P.) Enter the percentage of the contractor's OH&P on the subcontractors' work (not to exceed 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.

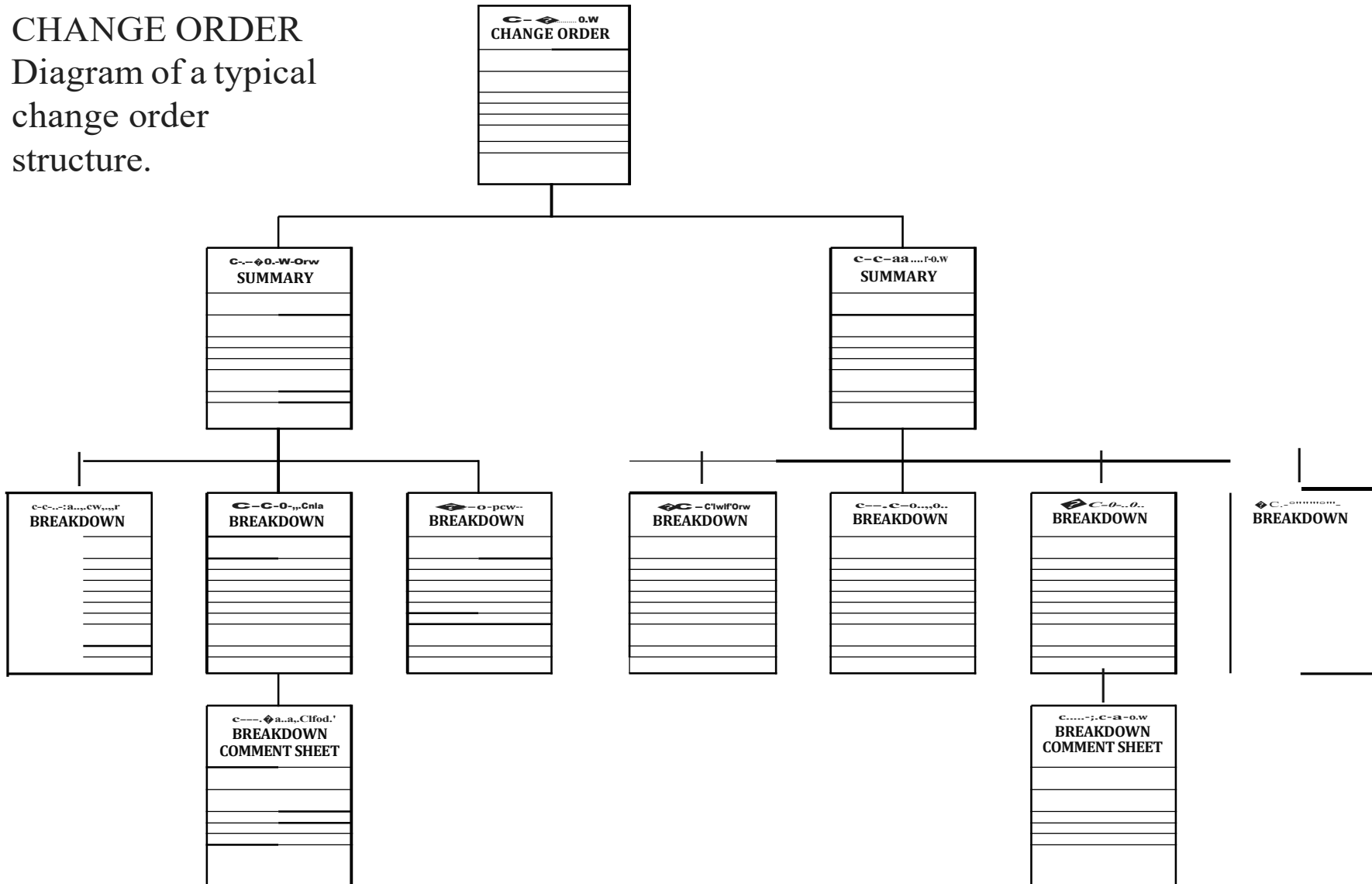
The UNIT PRICE BREAKDOWN is similar to the BREAKDOWN.

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 ❖

ACCEPTANCE CERTIFICATE FORM

TO: _____

FROM: Newman Marchive Incorporated
2800 Youree Drive, Suite 310
Shreveport, Louisiana 71104
Design Firm Name and Address

DATE: _____

PROJECT NAME: NSU- Demolition of Prudhomme Hall

PROJECT NUMBER: #01-107-24-05

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 \$ _____ (*Attach punch list*)

Was part of project occupied prior to Acceptance?

PORION OCCUPIED: (*Attach Partial Occupancy Forms*)

ROOF GUAR-MANUF: _____ START DATE: _____ END DATE: _____

ROOFER: _____ START DATE: _____ END DATE: _____

Signed: _____
DESIGNER

FOR USE OF OWNER:

Signed: _____
OWNER

❖ NOT FOR RECORDATION PURPOSES ❖

FOR RECORDATION

CERTIFICATE OF COMPLIANCE
with
Americans with Disabilities Act Accessibility Guidelines

TO: _____

FROM: Newman Marchive Incorporated
2800 Youree Drive, Suite 310
Shreveport, Louisiana 71104
Design Firm Name and Address

PROJECT NAME: NSU- Demolition of Prudhomme Hall

PROJECT No.: #01-107-24-05

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 Accessibility Guidelines as reviewed by the fire marshal.

Designer Signature Date: _____

NOTE: LA R.S. 40:1739 requires that, prior to final acceptance, the designer to sign a certificate stating that the building has been constructed in compliance with ADAAG standards and that the certificate be recorded.

SECTION 00 63 13 – REQUEST FOR INTERPRETATION DURING BIDDING

The following “RFI” Form shall be used by ALL BIDDERS (Prime, Non-Prime and Material Suppliers) requesting clarification of Bid Documents.

Newman Marchive Incorporated
A Professional Corporation
A Veteran Owned Small Business
2800 Youree Drive, Suite 310
Shreveport, LA 71104
Phone: (318) 219-1814
Fax: (318) 219-1818
E-mail: marchive@newmaninc.com

Request for Interpretation during Bidding

Project Name: Demolition of Prudhomme Hall

OWNER'S Project No.: #01-107-24-05

OWNER'S ITEM NO: #223

OWNER'S WBS NO: #F.1004741

NM Project No.: 253390

Company Name: _____

Company Contact: _____

Subject: _____

Drawing No.: _____

Specification Section: _____

Questions: (Number each one)

Answer: (To be provided by Design Team) (If necessary, response will be included in Addenda)



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

NSU-Demolition of Prudhomme Hall
Project # 01-107-24-05140
Item # 223
WBS # F.1004741
Natchitoches, Louisiana 71497

THE OWNER:

(Name, legal status and address)

Northwestern State University
140 Central Avenue, Suite 102
Natchitoches, Louisiana 71497

THE ARCHITECT:

(Name, legal status and address)

Newman Marchive Incorporated
2800 Youree Drive, Suite 310
Shreveport, Louisiana 71497

ADDITIONS AND DELETIONS:

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

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™–2017, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required

for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to

completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

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

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

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

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

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

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

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

assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed 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 Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Decision

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

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

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

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

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

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

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

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

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

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

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

Additions and Deletions Report for

AIA® Document A201® 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:26:33 CDT on 09/14/2026.

PAGE 1:

NSU-Demolition of Prudhomme Hall

Project # 01-107-24-05140

Item # 223

WBS # F.1004741

Natchitoches, Louisiana 71497

Northwestern State University

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:26:33 CDT on 09/14/2026 under Order No. 20250139416 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ - 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

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 Facility Planning and Control – 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.

Delete Section **9.7 FAILURE OF PAYMENT**.

Delete Section 9.8 and substitute the following:

9.8 SUBSTANTIAL COMPLETION

- 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The Architect shall determine if the project is substantially complete in accordance with this Section.
- 9.8.2 When the Contractor considers that the Work is Substantially Complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- 9.8.3 Upon receipt of the Contractor's list, the Architect shall make an inspection to determine whether the Work is substantially complete. A prerequisite to the Work being considered as substantially complete is the Owner's receipt of the executed Roofing Contractor's and Roofing Manufacturer's guarantees, where roofing Work is part of the Contract. Prior to inspection by the Architect, the Contractor shall notify the Architect that the project is ready for inspection by the State Fire Marshal's office. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use, the Contractor shall, before the Work can be considered as Substantially Complete, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.
- 9.8.4 When the Architect determines that the project is Substantially Complete, he shall prepare a punch list of exceptions and the dollar value related thereto. The monetary value assigned to this list will be the sum of the cost estimate for each particular item of Work the Architect develops based on the mobilization, labor, material and equipment costs of correcting the item and shall be retained from the monies owed the contractor, above and beyond the standard lien retainage. The cost of these items shall be prepared in the same format as the schedule of values. At the end of the forty-five day lien period payment shall be approved for all punch list items completed up to that time. After that payment, none of the remaining funds shall be due the contractor until all punch list items

are completed and are accepted by the Architect. If the dollar value of the punch list exceeds the amount of funds, less the retainage amount, in the remaining balance of the Contract, then the Project shall not be considered as substantially complete. If funds remaining are less than that required to complete the Work, the Contractor shall pay the difference.

- 9.8.5 When the preparation of the punch list is complete the Architect shall prepare a Recommendation of Acceptance incorporating the punch list and submit it to the Owner. Upon approval of the Recommendation of Acceptance, the Owner may issue a Notice of Acceptance of Building Contract which shall establish the Date of Substantial Completion. The Contractor shall record the Notice of Acceptance with the Clerk of Court in the Parish in which the Work has been performed. If the Notice of Acceptance has not been recorded seven (7) days after issuance, the Owner may record the Acceptance at the Contractor's expense. All additive change orders must be processed before issuance of the Recommendation of Acceptance. The Owner shall not be responsible for payment for any Work associated with change orders that is not incorporated into the contract at the time of the Recommendation of Acceptance.
- 9.8.6 Warranties required by the Contract Documents shall commence on the date of Acceptance of the Work unless otherwise agreed to in writing by the Owner and Contractor. Unless otherwise agreed to in writing by the Owner and Contractor, security, maintenance, heat, utilities, damage to the Work not covered by the punch list and insurance shall become the Owner's responsibility on the Date of Substantial Completion.
- 9.8.7 If all punch list items have not been completed by the end of the forty-five (45) day lien period, through no fault of the Architect or Owner, the Owner may hold the Contractor in default. If the Owner finds the Contractor is in default, the Surety shall be notified. If within forty-five (45) days after notification, the Surety has not completed the punch list, through no fault of the Architect or Owner, the Owner may, at his option, contract to have the balance of the Work completed and pay for such Work with the unpaid funds remaining in the Contract sum. Finding the Contractor in default shall constitute a reason for disqualification of the Contractor from bidding on future state contracts. If the surety fails to complete the punch list within the stipulated time period, the Owner may not accept bonds submitted, in the future, by the surety.

9.9 PARTIAL OCCUPANCY OR USE

Delete Section 9.9.1 and substitute the following:

- 9.9.1 Partial Occupancy is that stage in the progress of the Work when a designated portion of the Work is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the designated portion of the Work for its intended use. The Owner may occupy or use any substantially completed portion of the Work so designated by separate agreement with the Contractor and authorized by public authorities having jurisdiction over the Work. Such occupancy or use may commence provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the

Contractor considers the designated portion substantially complete the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

9.10 FINAL COMPLETION AND FINAL PAYMENT

Delete Section 9.10.4 and replace with the following:

9.10.4 The making of final payment shall 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 State project number, including part number, and project name shall be included on this endorsement.

COMBINED SINGLE LIMIT (CSL) PER OCCURRENCE

<u>Type of Construction</u>	<u>Projects up to \$1,000,000</u>	<u>Projects over \$1,000,000 up to \$10,000,000</u>	<u>Projects over \$10,000,000</u>
New Buildings:			
Each Occurrence Minimum Limit	\$1,000,000	\$2,000,000	\$4,000,000
Per Project Aggregate	\$2,000,000	\$4,000,000	\$8,000,000
Renovations: The building(s) value for the Project is \$_____.			
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-NOT REQUIRED

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/malevolent mischief, and theft, including theft of materials whether or not attached to any structure). The policy must include architects' and engineers' fees necessary to provide plans, specifications and supervision of Work for the repair and/or replacement of property damage caused by a covered peril, not to exceed 10% of the cost of the repair and/or replacement.~~

11.2.5.2 ~~Flood coverage shall be provided by the Contractor on the first floor and below for all projects, except as otherwise noted. The builder's risk insurance policy, sub limit for flood coverage shall not be less than ten percent (10%) of the total contract cost per occurrence. If flood is purchased as a separate policy, the limit shall be ten percent (10%) of the total contract cost per occurrence (with a max of \$500,000 if NFIP). Coverage for roofing projects shall not require flood coverage.~~

11.2.5.3 ~~A Specialty Contractor may provide an installation floater in lieu of a Builder's Risk policy, with the similar coverage as the Builder's Risk policy, upon the system to be installed in an amount equal to the amount of the contract including any amendments. Flood coverage is not required.~~

11.2.5.4 ~~The policy must include coverage for the Owner, Contractor and any subcontractors as their interests may appear.~~

11.2.6 Pollution Liability (*required when asbestos or other hazardous material abatement is included in the contract*)

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

11.2.7 Deductibles and Self-Insured Retentions

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

11.3 OTHER INSURANCE PROVISIONS

11.3.1 The policies are to contain, or be endorsed to contain, the following provisions:

11.3.1.1 Worker's Compensation and Employers Liability Coverage

11.3.1.1.1 To the fullest allowed by law, the insurer shall agree to waive all rights of subrogation against the Owner, its officers, agents, employees and volunteers for losses arising from Work performed by the Contractor for the Owner.

11.3.1.2 Commercial General Liability Coverage

11.3.1.2.1 The Owner, its officers, agents, employees and volunteers are to be added as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. ISO Form CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalent, are to be used.

11.3.1.2.2 The Contractor's insurance shall be primary as respects the Owner, its officers, agents, employees and volunteers for any and all losses that occur under the contract. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, officials, employees or volunteers. Any insurance or self-insurance maintained by the Owner shall be excess and non-contributory of the Contractor's insurance.

11.3.1.3 Builder's Risk-NOT REQUIRED

~~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

Name of Owner

Owner Address

City, State, Zip

Attn: Project # _____

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

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

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

11.3.4 Subcontractors

Contractor shall include all subcontractors as insureds under its policies 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 Owner shall record within thirty (30) days the Contract Between Owner and Contractor and Performance and Payment Bond with the Clerk of Court in the Parish in which the Work is to be performed.

ARTICLE 12

UNCOVERING AND CORRECTION OF WORK

12.2 CORRECTION OF WORK

12.2.1 Before Substantial Completion

At the end of the paragraph, add the following sentences:

"If the Contractor fails to correct Work identified as defective within a thirty (30) day period, through no fault of the Designer, the Owner may hold the Contractor in default. If the Owner finds the Contractor in default, the Surety shall be notified. If within thirty (30) days after notification, the Surety has not corrected the nonconforming Work, through no fault of the Architect or Owner, the Owner may contract to have nonconforming Work corrected and hold the Surety and Contractor responsible for the cost, including architectural fees and other indirect costs. If the Surety fails to correct the Work within the stipulated time period and fails to meet its obligation to pay the costs, the Owner may elect not to accept bonds submitted in the future by the Surety. Finding the Contractor in default shall constitute a reason for disqualification of the Contractor from bidding on future state contracts.

12.2.2 After Substantial Completion

12.2.2.1 At the end of the paragraph delete the last sentence and add the following sentences:

“If the Contractor fails to correct nonconforming Work, or Work covered by warranties, within a thirty (30) day period, through no fault of the Architect or Owner, the Owner may hold the Contractor in default. If the Owner finds the Contractor is in default, the Surety shall be notified. If within thirty (30) days after notification, the Surety has not corrected the non-conforming or warranty Work, through no fault of the Architect or Owner, the Owner may contract to have the nonconforming or warranty Work corrected and hold the Surety responsible for the cost including architects fees and other indirect costs. Corrections by the Owner shall be in accordance with Section 2.4. If the Surety fails to correct the nonconforming or warranty Work within the stipulated time period and fails to meet its obligation to pay the costs, the Owner may not accept bonds submitted, in the future, by the Surety.”

ARTICLE 13

MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

Delete all after the word “located”.

13.2 SUCCESSORS AND ASSIGNS

13.2.1 In the second sentence, delete “Except as ... 13.2.2”

Delete Section 13.2.2.

13.3 RIGHTS AND REMEDIES

Add the following Section 13.3.3:

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

13.4 TESTS AND INSPECTIONS

In Section 13.4.1, delete the second sentence and substitute the following:

The Contractor shall make arrangements for such tests, inspections and approvals with the Testing Laboratory provided by the Owner, and the Owner shall bear all related costs of tests, inspections and approvals.

Delete the last two sentences of Section 13.4.1.

13.5 INTEREST

Delete Section 13.5.

ARTICLE 14

TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

Delete Section 14.1.1.4.

In Section 14.1.3, after the word “profit,” delete the words “on Work not executed” and substitute the following: “for Work completed prior to stoppage”.

14.2 TERMINATION BY THE OWNER FOR CAUSE

Add the following Section:

14.2.1.5 failure to complete the punch list within the lien period as provided in 9.8.7.

14.2.3 Add the following sentence:

“Termination by the Owner shall not suspend assessment of liquidated damages against the Surety.”

Add the following Section:

14.2.5 If an agreed sum of liquidated damages has been established, termination by the Owner under this Article shall not relieve the Contractor and/or Surety of his obligations under the liquidated damages provisions and the Contractor and/or Surety shall be liable to the Owner for per diem liquidated damages.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

In Section 14.4.3, delete all after “incurred by reason of the termination,” and add “along with reasonable profit on the Work not executed.”

ARTICLE 15

CLAIMS AND DISPUTES

15.1 CLAIMS

Delete Section 15.1.2, **Time Limit on Claims**, (See La R.S. 38:2189, and 38:2189.1).

15.1.3.1 Add the following to the end of the paragraph:

“A Reservation of Rights and similar stipulations shall not be recognized under this contract as having any effect. A party must make a claim as defined herein within the time limits provided.”

- 15.1.4.2 In the first sentence of the Section, delete “Initial Decision Maker’s” and replace with “Architect’s”. In the second sentence of the Section, delete “the decision of the Initial Decision Maker” and replace with: “his/her decision”.

Delete Section 15.1.6.2 and substitute the following:

- 15.1.6.2 If adverse weather conditions are the basis for a claim for additional time, the Contractor shall document that weather conditions had an adverse effect on the scheduled construction. An increase in the contract time due to weather shall not be cause for an increase in the contract sum. At the end of each month, the Contractor shall make one Claim for any adverse weather days occurring within the month. The Claim must be accompanied by sufficient documentation evidencing the adverse days and the impact on construction. Failure to make such Claim within **twenty-one (21) days** from the last day of the month shall prohibit any future claims for adverse days for that month. No additional adverse weather days shall be granted after the original or extended contract completion date, except those adverse weather days associated with a National Weather Service named storm or federally declared weather related disaster directly affecting the project site.

Add the following Section:

- 15.1.6.3 The following are considered reasonably anticipated days of adverse weather on a monthly basis:

January	<u>11</u> days	July	<u>6</u> days
February	<u>10</u> days	August	<u>5</u> days
March	<u>8</u> days	September	<u>4</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 00 73 49A

LABOR BURDEN-Etc.: GC Company Name ☐ date

Also need for each subcontractor.

Project Number #01-107-24-05 Part (F.xxxxxxxx)

Project Title/Name: Demolition of Prudhomme Hall Hall

FICA/Social Security=6.20%

MEDICARE= 1.45%

FUTA=0.6%

SUTA = Forward a copy of letter from Louisiana Workforce Commission= %

(Each year, the state unemployment office furnishes the rate specific to a company and communicated by way of a letter from the state's unemployment agency.)

WORKER'S COMPENSATION INSURANCE= Forward copy of Insurers Extension of

Information sheet = %

Only above is applicable to determine Labor Burden rate = <u> </u> %.

<u>!Bond Rate</u> = Forward <u>copy</u> of letter from bond provider = <u> </u> %.
--

COMPANY **LABOR TYPE** AND **RATE** (Hourly):

COMPANY **EQUIPMENT:** (Also - must have minimum of **two quotes from local suppliers/renters of area of project.** Need **daily, weekly, monthly** rental rates.)

LIST OF **SUB-CONTRACTORS** and **MAJOR VENDORS:**

(I.e. Information listed in Paragraph 7.1 of the Supplementary Conditions-required submittal of Sub-Contractors and all trades per SC Article 7.1.4.3.)

*Submit with support documentation for Designer's & Owner's review/approval **prior** to scheduling the Pre-Construction Conference per l.b. and i.e. of (FPC 15. Pre-Construction Conference ☐ See Pre-Construction Conference Agenda.*

20/lkc

SECTION 00 91 13 ADDENDA

All written and graphic instructions issued during the bidding period and prior to execution of an agreement to clarify, revise, add to, or delete information in the original documents or in previous addenda shall be issued under separate volumes and shall be a part of the document as if inserted herein.

Louisiana Law R.S. 38:2212

C.(1) Except as provided by Paragraph (2) of this Subsection, the public entity may, through the issuance of an addendum, extend the bid period for up to thirty days, without the requirement of re-advertising as provided by Subsection A of this Section.

(2)(a) If a public entity issues or causes to be issued on a public work exceeding the contract limit any addendum modifying the bid documents within a period of seven days prior to the advertised time, or the time extended as provided for in this Section, for the opening of bids, excluding Saturdays, Sundays, and any other legal holidays, then the public entity shall transmit a copy of the addendum to all prime bidders who have requested bid documents pursuant to Subparagraph (A)(1)(e). This shall be completed within twenty-four hours of the issuance of the addendum and may be delivered by facsimile transmission, e-mail, other electronic means, or by hand, provided the prime bidder has supplied the facsimile transmission number or e-mail address to the public entity. In addition to the transmission required in this Paragraph, a copy of the addendum shall be sent by regular mail to all prime bidders who have requested bid documents pursuant to Subparagraph (A)(1)(e) of this Section. If the addendum cannot be transmitted by facsimile transmission, e-mail, or other electronic means, or otherwise effected by hand delivery, the public entity shall postpone the bid opening by at least seven days.

(b) No public entity shall issue or cause to be issued any addenda modifying the bid documents within a period of seventy-two hours prior to the advertised time for the opening of bids, excluding Saturdays, Sundays, and any other legal holidays; however, if the necessity arises to issue an addendum modifying plans and specifications within the seventy-two-hour period prior to the advertised time for the opening of bids, then the opening of bids shall be extended for at least seven but not more than twenty-one working days, without the requirement of re-advertising as provided by Subsection A of this Section. The addendum shall state the revised time and date for the opening of bids.

END OF SECTION 00 91 13

SECTION 01 11 00 - SUMMARY OF THE WORK

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings, general provisions of Contract, including General and Supplementary Conditions, and other Division-1 Specification Sections, apply to work of this section.

PROJECT/WORK IDENTIFICATION:

General: Project name is Demolition of Prudhomme Hall, as shown on Contract Documents prepared by Newman Marchive Incorporated, A Professional Corporation, Architecture / Environmental Consulting. Drawings and Specifications are dated August 24, 2026.

The work includes the demolition of Prudhomme Hall on the Northwestern State University campus in Natchitoches. Prudhomme Hall is a 2-story dormitory building. The work also includes the disconnect and capping of all utilities, asbestos abatement earthwork and complete building demolition.

Site preparation includes removal of vegetation and trees. Installation of sod and seed after finished grade is in place.

Work Performed Under Separate Contracts: NONE

Work Performed by the Owner: NONE

Items Provided by the Owner and Contractor Installed: NONE

PLAN OF ACTION:

Submit a detailed plan of the procedures proposed for use in complying with the requirements of this specification. Include in the plan the sequencing of all work, the interface of trades involved in the performance of work, methods to be used to assure the safety of building occupants and visitors to the site, disposal plan including location of approved disposal site, and a detailed description of the methods to be employed to control pollution. The plan must be coordinated with the Architect prior to commencement of work.

INSPECTION:

Prior to commencement of work, inspect areas in which work will be performed. Prepare a listing of damage to structure, surfaces, equipment or of surrounding properties which could be misconstrued as damage resulting from the work. Photograph or videotape existing conditions as necessary to document conditions. Submit to the Architect prior to starting work. If the above submittal is not made prior to the start of work, the contractor will assume full responsibility for damaged, lost or stolen property and/or equipment discovered during or at completion of the work.

The General Contractor shall be responsible for insuring that all work on the site which requires excavation of any kind be done as per all applicable regulations, especially LRS 40:1749.11, "Louisiana Underground Utilities and Facilities Damage Prevention Law", which states, "no person shall excavate or demolish without first ascertaining the location of underground utilities by serving telephonic notice to a regional notification program". The Contractor shall contact, by telephone, the regional notification program, "Louisiana One Call" at "811", www.laonecall.com at all appropriate times during the project. The Contractor shall verify all pertinent procedures before starting any site work and shall report any discrepancies or changes in the regulations to the Architect.

POTENTIAL ASBESTOS HAZARD:

The disturbance or dislocation of asbestos-containing materials may cause asbestos fibers to be released into the building's atmosphere, thereby creating a potential health hazard to workmen and building occupants. Apprise all workers, supervisory personnel, subcontractors and consultants who will be at the job site of the seriousness of the hazard and of proper work procedures which must be followed.

Where in the performance of the work, workers, supervisory personnel, subcontractors, or consultants may encounter, disturb, or otherwise function in the immediate vicinity of any identified asbestos-containing materials, take appropriate continuous measures as necessary to protect all building occupants from the potential hazard of exposure to airborne asbestos. Such measures shall include the procedures and methods described herein, and compliance with regulations of applicable federal, state and local agencies.

<u>LOCATION</u>	<u>ITEM</u>	<u>ASBESTOS CONTENT</u>
Prudhomme Hall Exterior	Exterior T.S.I Pipe installation Coatings on chilled water supply & return piping.	5%chrysotile
" (Roof)"	Roof flashing materials- All perimeter flashing on building main roof, all vent curbs, and on concrete window eyebrows on all sides of the building.	5%chrysotile

CONTRACTOR USE OF PREMISES:

General: During the entire construction period the Contractor shall have the exclusive use of the premises for construction operations, including full use of the site.

Use of the Site: Confine operations at the site to the areas permitted under the Contract. Portions of the site beyond areas on which work is indicated are not to be disturbed. Conform to site rules and regulations affecting the work while engaged in project construction.

Keep existing driveways and entrances serving the premises clear and available to the Owner and his employees at all times. Do not use these areas for parking or storage of materials.

Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage sheds to the areas indicated. If additional storage is necessary obtain and pay for such storage off site.

Lock automotive type vehicles, such as passenger cars and trucks and other mechanized or motorized construction equipment, when parked and unattended, so as to prevent unauthorized use. Do not leave such vehicles or equipment unattended with the motor running or the ignition key in place or accessible to unauthorized persons.

OWNER OCCUPANCY:

Full Owner Occupancy: The Owner will occupy the adjacent site and the other buildings during the entire period of demolition and grading. Cooperate fully with the Owner or his representative during construction operations to minimize conflicts and to facilitate Owner usage. Perform the work so as not to interfere with the Owner's operation.

Contractor will be restricted from performing the demolition operations between the hours of 7 p.m. to 7. a.m.. Sunday Through Saturday.

The Owner will provide a designated person as the primary contact during construction.

The Contractor will be provided a holiday schedule, days off schedule and special test day schedule for the school year.

Partial Owner Occupancy: Nighttime demo and abatement by special request only, provided it is acceptable to the Owner/NSU Agency.

Existing Utilities:

Existing Utility interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

1. Notify Architect/Owner not less than three business days in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without Architect/Owner's written permission.

SUBMITTALS

Before the Start of Work: Submit the following to the Architect for review. Do not begin work until these submittals are returned with Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use or final-but-restricted use.

Plan of Action: Submit as a written report in the same manner as product data.

Inspection: Report on inspection carried out as required by this section. Include copies of all photographs, video tapes, etc. Submit in the same manner as product data.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 11 00

SECTION 01 14 00 - PROJECT COORDINATION

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this section.

SUMMARY

This Section specifies administrative and supervisory requirements necessary for Project coordination including, but not necessarily limited to:

Administrative and Supervisory Personnel

Progress Meetings

Pre-Construction Conference

Daily Log

Special Reports

Contingency Plans

Notifications to Other Entities at Job Site

Requirements for the Contractor's Construction Schedule are included in Section "Submittals".

ADMINISTRATIVE AND SUPERVISORY PERSONNEL

General Superintendent: Provide a full-time General Superintendent who is experienced in administration and supervision of projects of this scope including work practices, protective measures for building and personnel, disposal procedures, etc. This person is the Contractor's Representative responsible for compliance with all applicable federal, state and local regulations.

Experience and Training: The General Superintendent must have had a minimum of five (5) years on-the-job training on construction projects. Provide resume of superintendent with project submittals. Superintendent is to remain on the project until completion of all punch list items. Changes in Superintendent require written approval of Architect.

Asbestos Supervisor: Provide a full-time abatement supervisor who is properly trained and holds acceptable certifications from Louisiana DEQ.

PROGRESS MEETINGS

General: In addition to specific coordination and pre-installation meetings for each element of work, and other regular project meetings held for other purposes, the Architect and Contractor will schedule general progress meetings each month. These meeting will be scheduled, where possible, at time of preparation of payment request. The Contractor shall require each entity that is involved in planning, coordination or performance of work to be properly represented at each meeting.

PRE-CONSTRUCTION CONFERENCE

An initial progress meeting, recognized as "Pre-Construction Conference" will be convened by the Owner's Representative prior to start of any work. Meet at project site, or as otherwise directed with General Superintendent, Owner, Owner's Representative, Project Administrator, and other entities concerned with the work.

72 hours advance notice will be provided to all participants prior to convening Pre-Construction Conference.

This is an organizational meeting, to review responsibilities and personnel assignments of all parties involved in the work. All parties shall have reviewed the requirements of the work and be prepared to bring up any and all items that may result in construction problems or change orders.

DAILY LOG

Daily Log: Maintain within the Contractors job shack a daily log documenting the dates and time of but not limited to, the following items:

Meetings; purpose, attendees, brief discussion

Visitations; authorized and unauthorized

Personnel; by name, entering and leaving the work area – including date and time

Special or unusual events, accidents

Upkeep of Record Drawings and Specifications

Work Progress Schedule

Make available a copy of this log to Project Administrator on a daily basis or as requested.

Submit copies of this log at final closeout of project as a project close- out submittal.

SPECIAL REPORTS

General: Except as otherwise indicated, submit special reports directly to Owner within one day of occurrence requiring special report, with copy to the Architect and others affected by occurrence.

Reporting Unusual Events: When an event of unusual and significant nature occurs at site, prepare and submit a special report listing chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information.

Reporting Accidents: Prepare and submit reports of significant accidents at site and anywhere else work is in progress. Record and document data and actions; comply with industry standards. For this purpose, a significant accident is defined to include events where personal injury is sustained, property loss of substance is sustained, or where the event posed a significant threat of loss or personal injury.

Report Discovered Conditions: When an unusual condition of the building is discovered during the work (e.g. leaks, termites, corrosion) prepare and submit a special report indicating condition discovered.

CONTINGENCY PLAN

Contingency Plan: Prepare a contingency plan for emergencies including fire, accident, power failure, or any other event that may cause a threat to persons and property.

Post: in the job shack telephone numbers and locations of emergency services including but not limited to fire, ambulance, doctor, hospital, police, power company, telephone company.

NOTIFICATIONS

Architect

Notify Architect and/or Engineer one (1) week before covering up work to allow the Architect time to schedule and observe work including Mechanical, Electrical, Plumbing, Fire Sealants, Fire and Smoke Walls and Barriers, Shear Walls and Structural Items and other code required work.

Notify emergency service agencies including fire, ambulance, police or other agency that may service the abatement work site in case of an emergency. Notification is to include methods of entering work area, emergency entry and exit locations, modifications to fire notification or fire fighting equipment, and other information needed by agencies providing emergency services.

Notifications of Emergency: Any individual at the job site may notify emergency service agencies if necessary without effect on this Contract or the Contract Sum.

Notification Required by OSHA: Hazard Communication Act for Construction Projects. Have all required SDS information readily available.

SUBMITTALS

Before the Start of Work: Submit the following to the Architect for review. No work shall begin until these submittals are returned with the Architect's action stamp indicating that the submittal is returned for unrestricted use or final-but-restricted use.

Contingency Plans: for emergency actions.

Telephone Numbers: and location of emergency services.

Notifications: sent to other entities at the work site.

Notifications: sent to emergency service agencies.

Resume: of general superintendent.

Accreditation: submit evidence in form of training course certificate of accreditation of the Competent Person as an asbestos abatement supervisor.

Staff Names: Within 10 days of Notice to Proceed, submit a list of the Contractor's principal staff assignments, including the Superintendent and other personnel in attendance at the site; identify individuals, their duties and responsibilities; list their addresses and telephone numbers.

Post copies of the list in the project meeting room, the temporary field office, and each temporary telephone.

The Subcontractor list must have complete company names and address of business for the completion of the tax exempt forms.

Subcontractors/Supplier Staff Names: Within 30 days of Notice to Proceed, submit a list of the Subcontractors and material suppliers including the project foreman and other personnel in attendance at the site; identify individuals, their duties and responsibilities; list their addresses and telephone numbers. Post copies of the list in the project meeting room, the temporary field office, and each temporary telephone.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Non-Applicable)

END OF SECTION 01 14 00

SECTION 01 29 00 – PAYMENT PROCEDURES

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

SUMMARY

This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment.

Coordinate the Schedule of Values and Applications for Payment with the Contractor's Construction Schedule, List of Subcontracts, and Submittal Schedule.

The Contractor's Construction Schedule and Submittal Schedule are included in Section 01 33 00 - Submittals.

SCHEDULE OF VALUES

Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.

Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:

- Contractor's Construction Schedule.
- Application for Payment Form.
- List of Subcontractors.
- Schedule of Alternates.
- List of Products.
- List of Principal Suppliers and Fabricators.
- Schedule of Submittals.

Submit the Schedule of Values to the Architect at the earliest feasible date, but in no case later than 7 days before the date scheduled for submittal of the initial Application for Payment.

Form: The schedule of values will be submitted on AIA Document G702 "Application and Certificate for Payment" or other prior approved form.

Format and Content: Use the Project Manual Table of Contents as a guide to establish the format for the Schedule of Values.

Identification: Include the following Project identification on the Schedule of Values:

- Project name and location.
- Name of the Architect.
- Project number.
- Contractor's name and address.
- Date of submittal.

Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Break principal subcontract amounts down into several line items. Each item shall include a directly proportional amount of the contractor's overhead and profit. For items on which progress payments will be requested for stored materials, break down the value into:

- A. The cost of the material, delivered and unloaded with taxes paid.
- B. The total installed value.

Round amounts off to the nearest whole dollar; the total shall equal the Contract Sum.

Major subcontract work, shall be broken down into "underground work", "above slab work" and "trim out"

APPLICATIONS FOR PAYMENT

See General Conditions of the Contract. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.

Payment Application Times: Each progress payment date is as indicated in the Agreement. The period of construction Work covered by each Application or Payment is the period indicated in the Agreement.

Payment Application Forms: Use AIA Document G 702 and Continuation Sheets G 703 as the form for Application for Payment, or similar approved document.

Application Preparation: Complete every entry on the form, including notarization and execution by person authorized to sign legal documents on behalf of the Owner. Incomplete applications will be returned without action.

Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions have been made.

Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.

Transmittal: Submit 1 original executed copy of each Application for Payment to the Architect by means ensuring receipt within 24 hours; one copy shall be complete, including waivers of lien and similar attachments, when required. Submit electronic copy of each application by email, prior to submittal of original.

Transmit each copy with a transmittal form listing attachments, and recording appropriate information related to the application in a manner acceptable to the Architect.

Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment; this application shall reflect any Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

Administrative actions and submittals that shall proceed or coincide with this application include:

Occupancy permits and similar approvals.

Warranties (guarantees) and maintenance agreements.

Test/adjust/balance records.

Maintenance instructions.

Meter readings.

Start up performance reports.

Change over information related to Owner's occupancy, use, operation and maintenance.

Final cleaning.

Application for reduction of retainage, and consent of surety.

Advice on shifting insurance coverages.

Final Progress photographs.

List of incomplete Work, recognized as exceptions to Owner's Representative Certificate of Substantial Completion.

Final Payment Application: Administrative actions and submittals which must precede or coincide with submittal of the final payment Application for Payment include the following:

Completion of Project closeout requirements.

Completion of items specified for completion after Substantial Completion.

Assurance that unsettled claims will be settled.

Assurance that Work not complete and accepted will be completed without undue delay.

Transmittal of required Project construction records to Owner.

Certified property survey.

Disposal receipts, bills of lading and other required documentation of transportation and disposal of asbestos-containing waste.

Proof that taxes, fees and similar obligations have been paid.

Removal of temporary facilities and services.

Removal of surplus materials, rubbish and similar elements.

Copy of the contractor's final report including daily reports and daily logs of person on site for construction purposes.

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION (Not Applicable).

END OF SECTION 01 29 00

APPLICATION AND CERTIFICATION FOR PAYMENT

From: (Contractor's name, address, city, state, zip code)	Project Title		FPC Project Number
	Demolition of Prudhomme Hall		#01-107-24-05
			WBS Part Number
			#F.1004741
	Application Period		Contract No.
	FROM	TO	
Vendor No.	Payment Application No.	Application Date	Purchase Order No.

APPLICATION FOR PAYMENT			AMOUNTS
DESCRIPTION			
1. ORIGINAL CONTRACT.....			
2. TOTAL BY EXECUTED CHANGE ORDERS.....			\$0.00
3. CONTRACT TOTAL TO DATE (Line 1 + Line 2).....			\$0.00
4. TOTAL COMPLETED AND STORED TO DATE (Columns G on continuation sheets).....			\$0.00
5. RETAINAGE..... a. ☐ of Completed Work.....	Columns D+E from Continuation Sheets	\$0.00	\$0.00
..... b. ☐ of Stored Material.....	Columns F from Continuation Sheet IJ	\$0.00	\$0.00
TOTAL RETAINAGE (Line 5a + Line 5b)			\$0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 minus Line 5).....			\$0.00
7. TOTAL EARNED (Line 6 minus value of outstanding punch list items)			\$0.00
8. TOTAL EARNED FROM PREVIOUS CERTIFICATE.....			
9. AMOUNT DUE THIS STATEMENT (Line 7 minus line 8).....			\$0.00
10. BALANCE TO COMPLETE CONTRACT, including retainage (Line 3 minus line 7).....			\$0.00

The undersigned Contractor certifies that to the best of his/her knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that the Contract payment shown herein is now due.		CHANGE ORDER SUMMARY	
Contractor Signature DATE:		Total owner approved change orders in prior months	
		Total owner approved change orders this month	
		TOTAL	\$0.00
		Net increase/decrease by all change orders	\$0.00

Architect/Engineer Signature Date	VALUE OF PUNCH LIST ITEMS \$0.00	COMMENTS:
Project Manager DATE		
Financial Manager DATE		

CONTINUATION SHEET[illegible]

CONTINUATION SHEET[illegible]

Instructions for Application and Certification for Payment Form

For Payment Application No. 1:

- On the Payment Application Tab, complete the fillable sections.
- On the Prior App Continuation Sheet, complete Columns **A-C only**. These will auto-populate to the Current App Continuation Sheet for you.
- On the Current App Continuation Sheet, complete the following sections:
 - o Fill in Columns **E and F**. Because this is Application No. 1, Column D will auto-populate with \$0.00.
 - o Columns G-I and the Total Row at the bottom of the sheet will calculate for you.
 - o Once you have completed all of the line items return to the Payment Application tab to review information
- Save this spreadsheet to be used for your next Payment Application

For Payment Application No. 2 and above:

- Open your saved prior Payment Application.
- Update pertinent information on the Payment Application Tab.
- On the Current App Continuation Sheet, select the line item data in Columns D-F, copy and paste **AS VALUES** into Prior App Continuation Sheet Columns D-F.

****NOTE:** It is important to paste "as values" (Ctrl-C, Ctrl-V) prevent copying the formula from Column D in the Current App Continuation Sheet Tab.

- If you need to add a line for an additional item not included on previous Pay Applications, you will need to add the line on the Prior App Continuation Sheet first and complete Columns A-C. Then add a line on the Current App Continuation Sheet. Columns A-C will auto populate and you can fill in the values for the current application.

SECTION 01 32 23 – SURVEY AND LAYOUT DATA - CONSTRUCTION

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to the work of this section.

WORK INCLUDED:

Scope: Provide all requirements for Grades, Lines and Levels as specified herein.

RELATED REQUIREMENTS:

General: Following related requirements are included or specified in other sections:

- A. Responsibilities of all Parties to Contract: Section 00 72 00
- B. Summary of the Work: Section 01 11 00

EXAMINATION OF PROJECT SITE:

General: Contractor is required to visit the existing project site and buildings, compare drawings and specifications with any work in place, including both above ground and below ground utilities and inform themselves of all conditions, including other work, if any, being performed.

Notice: Failure to visit site will in no way relieve Contractor from necessity of furnishing any material or performing any work that may be required to complete work in accordance with drawings and project manual specifications. Any additional work required to complete work of project in accordance with drawings and project manual specifications shall be done so without additional cost to Owner.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

LAYING OUT OF PROJECT WORK:

General: Upon entering project site for purpose of beginning work, locate general reference points; take such action as is necessary to prevent their destruction; lay out work; be responsible for lines, elevations, measurements of buildings, grading, paving, utilities, other contract work. Exercise proper precaution to verify figures indicated before laying out work; errors resulting from failure to exercise precaution will be Contractor's responsibility. Notify the Architect when ready to layout building so that work may start in presence of Architect.

Coordination with Existing Construction & Site Conditions: Contractor shall verify exact location of all existing construction, including but not limited to utilities, fencing and structures to be removed and site conditions. Discrepancies between existing in place and the drawings shall be brought to the architect's attention before start of any new construction that will be effected by any discrepancy.

Establishment of Property Lines – (Lot Layout): The Contractor shall hire a Louisiana Licensed Land Surveyor to find and mark the corners of the property shown on the drawings. The drawings show general location information as it relates to the survey.

Certified Land Survey:

All construction staking shall be certified by a Louisiana Licensed Land Surveyor. Said Surveyor hired by the Contractor shall provide the Owner with a certified plan showing final location of the building in relationship with property lines, streets, and existing benchmark elevation at the conclusion of the project. This certified plan shall be included with the record documents required by Section 01 77 00 - Project Closeout.

END OF SECTION 01 32 23

SECTION 01 33 00 – SUBMITTAL PROCEDURES

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

SUMMARY

This Section specifies administrative and procedural requirements for submittals required for performance of the Work, including:

- Contractor's construction schedule.
- Submittal schedule.
- Construction reports – submitted monthly at time of progress payments.
- Shop Drawings.
- Product Data.
- Samples.
- Miscellaneous Submittals

Administrative Submittals: Refer to other Division-1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:

- Permits
- Applications for payment
- Performance and Payment bonds
- Insurance certificates
- List of Subcontractors

SUBMITTAL PROCEDURES

Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.

Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity.

Coordinate transmittal of different types of submittals for related elements of the work so processing will not be delayed by the need to review submittals concurrently for coordination.

The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.

Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Owner's Representative using a transmittal form. Submittals received from sources other than the Contractor will be returned without action.

CONTRACTOR'S CONSTRUCTION SCHEDULE

Schedule: Provide proposed detailed schedule including work dates, work shift time, number of employees, dates of start and completion including dates of preparation work, removals and final inspection dates.

Critical Path: The construction schedule shall set forth each segment of the work on a critical path of events and material delivery dates. This schedule shall show activities that are dependent upon each other and the longest path for completion of those activities.

Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the schedule to allow time for the Architect's procedures necessary for certification of Substantial Completion.

Area Separations: Provide a separate time bar to identify each part of the work or major construction area for each major portion of the work. Indicate where each element in an area must be sequenced or integrated with other activities.

SHOP DRAWING SCHEDULE:

Provide proposed list of all shop drawing submittals and coordinate with construction schedule. This schedule is due with the construction schedule and schedule of values. See attached AIA Document G712 at the end of this Section.

SHOP DRAWINGS

Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not considered Shop Drawings.

Shop Drawings include fabrication and installation drawings, schedules, and similar drawings. Include the following information:

- Dimensions.
- Identification of products and materials included.
- Compliance with specified standards.
- Notation of coordination requirements.
- Notation of dimensions established by field measurement.

USE OF ARCHITECTS ELECTRONIC CAD FILES

The Contractor and its Sub-Contractors will have limited use of the Architect's electronic cad files. All drawings are in AutoCAD.dwg format.

Drawing files will be issued at the discretion of the Architect and only after an Indemnification Agreement has been executed between the Architect and requestor (Contractor or subcontractor). The intent of this is to facilitate the Contractor in expediting the preparation of shop drawings by using the Architects base floor plan drawings. The Indemnification Agreement shall include the Program Manager.

However, the responsibility lies with the Contractor and the Subcontractor to verify actual conditions and by signing the Indemnification Agreement, the requestor holds the Architect, it's Consultants and Program Manager harmless from dimensional discrepancies, changes in the conditions, etc.

A processing charge of \$150.00 per electronic drawing file will be assessed and is due with the executed Indemnification Agreement. Electronic files will be issued to the Prime Contractor only. They may share with subcontractors.

Sheet Size: Submit Shop Drawings on sheets at least 8-1/2" x 11" but no larger than 24" x 36".

Initial Submittal: Submit one (1) copy for Architectural submittals and two (2) copies for mechanical / electrical and structural submittals for the Architect / Engineer review. Unless non-compliance with contract document provisions is observed, the submittal may serve as the final submittal. Also, submit in electronic form by email to Architect.

One of the copies returned shall be marked-up and maintained as a "Record Document".

The Contractor shall copy and distribute submittals with Architect/Engineer's review stamp and notes to material suppliers and subcontractors..

Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction. Shop Drawings submitted to the Architect must have the Contractor's acceptance.

Note: Shop Drawing will be rejected if they are not project specific.

Coordination drawings are a special type of Shop Drawing that show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or function as intended.

Preparation of coordination Drawings is specified in section "Project Coordination" and may include components previously shown in detail on Shop Drawings or Product Data.

Submit coordination Drawings for integration of different construction elements. Show sequences and relationships of separate components to avoid conflicts in use of space.

PRODUCT DATA

Collect Product Data into submittals in accordance with Specification sections. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, standard wiring diagrams and performance curves. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings."

Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:

- Manufacturer's printed recommendations.
- Compliance with recognized trade association standards.
- Compliance with recognized testing agency standards.
- Application of testing agency labels and seals.
- Notation of dimensions verified by field measurement.
- Notation of coordination requirements.

Shop Drawing Data that is not project specific will be rejected.

Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.

Submittals (Product Data): Submit 2 / 3 copies of each required submittal. Also, submit to the Architect and electronic copy by email.

The Contractor shall copy and distribute submittals with Architect's review stamp notes only.

Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.

Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.

Do not proceed with installation until an applicable copy of Product Data applicable is in the installer's possession.

Do not permit use of unmarked copies of Product Data in connection with construction.

Products requiring testing agency labels and seals shall have separate submittal data from that testing agency. Manufacturer's printed literature does not meet this requirement.

SAMPLES

Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials.

- Generic description of the Sample.
- Sample source.
- Product name or name of manufacturer.
- Compliance with recognized standards.
- Availability and delivery time.

Submit Samples for review of kind, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.

Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation and similar construction characteristics.

Field Samples specified in individual Sections are special types of Samples. Field Samples are full-size examples erected on site to illustrate finishes, coatings, or finish materials and to establish the standard by which the Work will be judged.

Comply with submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.

MISCELLANEOUS SUBMITTALS:

Safety Data Sheets: Process safety data sheets as "product data."

Records of Actual Work: Furnish 4 copies of records of actual work, one of which will be returned for inclusion in the record documents as specified in section "Project Closeout".

Closeout Submittals: Refer to section "Project Closeout" and to individual sections of these specifications for specific submittal requirements of project closeout information.

Record Documents: See Section 01 77 00 – Project Closeout for requirements.

CONTRACTOR'S ACTION

The Contractor shall stamp each Shop Drawing and Product Data submittal. Submittal received without the Contractor's stamp and signature will not be accepted. The Contractor shall certify to the review of the submittal verification of product, field measurements and field construction criteria and coordination of the information within the submittal for compliance with the Contract.

ARCHITECT'S ACTION

Except for submittals for record, information or similar purposes, where action and return is required or requested, the Architect will review each submittal, mark to indicate action taken, and return promptly.

Compliance with specified characteristics is the Contractor's responsibility.

Action Stamp: The Architect will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:

Reviewed: This block marked states that the submittal for that part of the work may proceed provided it complies with requirements of the contract documents; final acceptance will depend upon that compliance.

Furnish As Corrected: This block marked states that the submittal for that part of the work has been reviewed with corrections noted by the architect and may proceed provided it complies with requirements of the contract documents; final acceptance will depend upon that compliance.

Revise and Resubmit: This block marked states that the submittal was found to not be in compliance with the contract documents. Resubmittal with appropriate corrections is required.

Submit Specified Item: This block marked states that only the specified item will be accepted.

Rejected - See Remarks: This block marked states, the submittal is not in compliance with the contract documents.

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION (Not Applicable).

END OF SECTION 01 33 00

**Project Name: Demolition of
Prudhomme Hall
#01-107-24-05**

CADD FILE INDEMNIFICATION AGREEMENT

The agreement defined herein, dated _____, is to provide CADD files produced by the identified Design Team, to the Subcontractor_____, for the Project _____.

Owner:
Northwestern State University
140 Central Avenue.
Natchitoches, LA 71497

The Subcontractor agrees that these files are provided as a courtesy to help the Subcontractor in his work. The Subcontractor agrees to use these files and the information stored herein at his own risk.

Architect:
Newman Marchive, Incorporated
2800 Youree Drive, Suite 310
Shreveport, LA 71104
TEL: 318/219-1814

It is understood and agreed that the CADD files are instruments of professional service intended for one-time use in the construction of this project. They are, and shall remain, the property of the identified Design Team. The Subcontractor may retain copies, including copies stored on disk, for information and reference in connection with the use on the project.

The Subcontractor agrees, to the fullest extent permitted by law, to hold harmless and indemnify the identified Design Team from and against all claims, liabilities, losses, damages, and costs, including but not limited to reasonable attorney's fees, arising out of or in any way connected with the use and the modification, misinterpretation, misuse, or reuse by the Subcontractor of the CADD files provided by the identified Design Team under this Agreement.

Engineers:

Signed:

(Architect or Consultant)

(By)

(Title)

(Subcontractor Name)

(Title)

(Date)

SECTION 01 42 19 - DEFINITIONS AND STANDARDS

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

SUMMARY

General Explanation: A substantial amount of specification language constitutes definitions for terms found in other contract documents, including the drawings. (Drawings must be recognized as diagrammatic in nature and not completely descriptive of the requirements indicated thereon.) Certain terms used in Contract Documents are defined in this article.

General Requirements: The provisions or requirements of Division-1 sections apply to entire work of Contract and, where so indicated, to other elements which are included in project.

DEFINITIONS:

General: Definitions contained in this Article are not necessarily complete, but are general to the extent that they are not defined more explicitly elsewhere in the Contract Documents.

Indicated: This term refers to graphic representations, notes or schedules on the Drawings, or other Paragraphs or Schedules in Specifications, and similar requirements in Contract Documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used, it is to help locate the reference; no limitation on location is intended except as specifically noted.

Directed: Terms such as "directed", "requested", "authorized", "selected", "approved", "required", and "permitted" mean "directed by the Owner's Representative", "requested by the "Owner's Representative", and similar phrases. However, no implied meaning shall be interpreted to extend the Owner's Representative's responsibility into the Contractor's area of construction supervision.

Approve: The term "approved," where used in conjunction with the Owner's Representative's action on the Contractor's submittals, applications, and requests, is limited to the responsibilities and duties of the Architect stated in General and Supplementary Conditions. Such approval shall not release the Contractor from responsibility to fulfill Contract Document requirements, unless otherwise provided in the Contract Documents.

Regulation: The term "Regulations" includes laws, statutes, ordinances and lawful orders issued by authorities having jurisdiction, as well as rules, conventions and agreements within the construction industry that control performance of the Work, whether they are lawfully imposed by authorities having jurisdiction or not.

Furnish: The term "furnish" is used to mean "supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, and similar operations."

Install: The term "install" is used to describe operations at project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations."

Provide: The term "provide" means "to furnish and install, complete and ready for the intended use."

Installer: An "Installer" is an entity engaged by the Contractor, either as an employee, subcontractor or sub-subcontractor for performance of a particular construction activity, including installation, erection, application and similar operations. Installers are required to be experienced in the operations they are engaged to perform.

The term "experienced," when used with the term "Installer" means having a minimum of 5 previous Projects similar in size and scope to this project, and familiar with the precautions required, and has complied with requirements of the authority having jurisdiction.

Project Site is the space available to the Contractor for performance of the work, either exclusively or in conjunction with others performing other construction as part of the project. The extent of the project site is shown on the Drawings, and may or may not be identical with the description of the land upon which the project is to be built.

Testing Laboratories: A "testing laboratory" is an independent entity engaged to perform specific inspections or tests, either at the project site or elsewhere, and to report on, and, if required, to interpret, results of those inspections or tests.

Owner's Representative: This is the entity described as the "Architect" in the General Conditions of the Contract. All references to Architect in the Contract Documents in all cases refer to the Owner's Representative. The Owner's Representative will represent the Owner during construction and until final payment is due. The Owner's Representative will advise and consult with the Owner. The Owner's instructions to the Contractor will be forwarded through the Owner's Representative.

Project Administrator: This is the entity described as the "Project Representative" in the General Conditions of the Contract. The Project Administrator is a full time representative of the Owner at the job site or representatives office with authority to stop the work upon verbal order if requirements of the Contract Documents are not met, or if in the sole judgement of the Project Administrator, Owner's Representative, Owner, the interests of the Owner, safety of any person or the Owner's property are jeopardized by the work.

General Superintendent: This is the Contractor's Representative at the work site.

DEFINITIONS RELATIVE TO ASBESTOS ABATEMENT:

Accredited or Accreditation (when referring to a person or laboratory): A person or laboratory accredited in accordance with section 206 of Title II of the Toxic Substances Control Act (TSCA) and state regulations.

Aerosol: A system consisting of particles, solid or liquid, suspended in air.

Air Cell: Insulation normally used on pipes and duct work that is comprised of corrugated cardboard which is frequently comprised of asbestos combined with cellulose or refractory binders.

Air Monitoring: The process of measuring the fiber content of a specific volume of air.

Amended Water: Water to which a surfactant has been added to decrease the surface tension to 35 or less dynes.

Asbestos: The asbestiform varieties of serpentinite (chrysotile), riebeckite (crocidolite), cummingtonite-grunerite (amosite), anthophyllite, actinolite and tremolite. For purposes of determining respiratory and worker protection both the asbestiform and non-asbestiform varieties of the above minerals and any of these materials that have been chemically treated and/or altered shall be considered as asbestos.

Asbestos-Containing Material (ACM): Any material containing more than 1% by weight of asbestos of any type or mixture of types.

Asbestos-Containing Building Material (ACBM): Surfacing ACM, thermal system insulation ACM, or miscellaneous ACM that is found in or on interior structural members or other parts of a building.

Asbestos-Containing Waste Material: Any material which is or is suspected of being or any material contaminated with an asbestos-containing material which is to be removed from a work area for disposal.
Asbestos debris: Pieces of ACBM that can be identified by color, texture, or composition, or means dust, if the dust is determined by an accredited inspector to be ACM.

Authorized Visitor: The Owner, the Owner's Representative, testing lab personnel, the Architect/Engineer, emergency personnel or a representative of any federal, state and local regulatory or other agency having authority over the project.

Barrier: Any surface that seals off the work area to inhibit the movement of fibers.

Breathing Zone: A hemisphere forward of the shoulders with a radius of approximately 6 to 9 inches.

Ceiling Concentration: The concentration of an airborne substance that shall not be exceeded.

Certified Industrial Hygienist (C.I.H.): An industrial hygienist certified in Comprehensive Practice by the American Board of Industrial Hygiene.

Demolition: The wrecking or taking out of any building component, system, finish or assembly of a facility together with any related handling operations.

Disposal Bag: A properly labeled 6 mil thick leak-tight plastic bags used for transporting asbestos waste from work and to disposal site.

Encapsulant: A material that surrounds or embeds asbestos fibers in an adhesive matrix, to prevent release of fibers.

Bridging encapsulant: an encapsulant that forms a discrete layer on the surface of an in situ asbestos matrix.

Penetrating encapsulant: an encapsulant that is absorbed by the in situ asbestos matrix without leaving a discrete surface layer.

Removal encapsulant: a penetrating encapsulant specifically designed to minimize fiber release during removal of asbestos-containing materials rather than for in situ encapsulation.

Encapsulation: Treatment of asbestos-containing materials, with an encapsulant.

Enclosure: The construction of an air-tight, impermeable, permanent barrier around asbestos-containing material to control the release of asbestos fibers into the air.

Filter: A media component used in respirators to remove solid or liquid particles from the inspired air.

Friable Asbestos Material: Material that contains more than 1% asbestos by weight and that can be crumbled, pulverized, or reduced to powder by hand pressure when dry.

Glovebag: A sack (typically constructed of 6 mil transparent polyethylene or polyvinylchloride plastic) with inward projecting long sleeve gloves, which are designed to enclose an object from which an asbestos-containing material is to be removed.

HEPA Filter: A High Efficiency Particulate Air (HEPA) filter capable of trapping and retaining 99.97% of asbestos fibers greater than 0.3 microns in diameter.

HEPA Filter Vacuum Collection Equipment (or vacuum cleaner): High efficiency particulate air filtered vacuum collection equipment with a filter system capable of collecting and retaining asbestos fibers. Filters should be of 99.97% efficiency for retaining fibers of 0.3 microns or larger.

High-efficiency particulate air filter: (HEPA) refers to a filtering system capable of trapping and retaining 99.97 percent of all monodispersed particles 0.3um in diameter or larger.

Negative Pressure Respirator: A respirator in which the air pressure inside the respiratory-inlet covering is positive during exhalation in relation to the air pressure of the outside atmosphere and negative during inhalation in relation to the air pressure of the outside atmosphere.

Negative Pressure Ventilation System: A pressure differential and ventilation system.

Personal Monitoring: Sampling of the asbestos fiber concentrations within the breathing zone of an employee.

Pressure Differential and Ventilation System: A local exhaust system, utilizing HEPA filtration capable of maintaining a pressure differential with the inside of the Work Area at a lower pressure than any adjacent area, and which cleans recirculated air or generates a constant air flow from adjacent areas into the Work Area.

Protection Factor: The ratio of the ambient concentration of an airborne substance to the concentration of the substance inside the respirator at the breathing zone of the wearer. The protection factor is a measure of the degree of protection provided by a respirator to the wearer.

Repair: Returning damaged ACBM to an undamaged condition or to an intact state so as to prevent fiber release.

Respirator: A device designed to protect the wearer from the inhalation of harmful atmospheres.

Surfactant: A chemical wetting agent added to water to improve penetration, thus reducing the quantity of water required for a given operation or area.

Time Weighted Average (TWA): The average concentration of a contaminant in air during a specific time period.

Visible Emissions: Any emissions containing particulate asbestos material that are visually detectable without the aid of instruments. This does not include condensed uncombined water vapor.

Wet Cleaning: The process of eliminating asbestos contamination from building surfaces and objects by using cloths, mops, or other cleaning utensils which have been dampened with amended water or diluted removal encapsulant and afterwards thoroughly decontaminated or disposed of as asbestos-contaminated waste.

Work Area: The area where asbestos-related work or removal operations are performed which is defined and/or isolated to prevent the spread of asbestos dust, fibers or debris, and entry by unauthorized personnel. Work area is a Regulated Area as defined by 29 CFR 1926.

INDUSTRY STANDARDS

Applicability of Standards: Except where Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into Contract Documents. Such standards are made a part of the Contract Documents by reference. Individual Sections indicate which codes and standards the Contractor must keep available at the Project Site for reference.

Referenced Industry standards take precedence over standards that are not referenced but recognized in the construction industry as applicable.

Unreferenced Industry standards are not directly applicable to the work, except as a general requirement of whether the work complies with recognized construction industry standards.

Publication Dates: Where compliance with an industry standard is required, comply with standard in effect as of date of Contract Documents.

Conflicting Requirements: Where compliance with two or more standards is specified, and they establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced, unless the Contract Documents indicate otherwise. Refer requirements that are different, but apparently equal, and uncertainties as to which quality level is more stringent to the Owner's Representative for a decision before proceeding.

Minimum Quantities or Quality Levels: In every instance the quantity or quality level shown or specified shall be the minimum to be provided or performed. The actual installation may comply exactly, within specified tolerances, with the minimum quantity or quality specified, or it may exceed that minimum within reasonable limits. In complying with these requirements, indicated numeric values are minimum or maximum values, as noted, or appropriate for the context of the requirements. Refer instances of uncertainty to the Owner's Representative for decision before proceeding.

Copies of Standards: Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to that entities' construction activity. Copies of applicable standards are not bound with the Contract Documents.

Where copies of standards are needed for performance of a required construction activity, the Contractor shall obtain copies directly from the publication source.

Although copies of standards needed for enforcement of requirements may be part of required submittals, the Owner's Representative reserves the right to require the Contractor to submit additional copies as necessary for enforcement of requirements.

Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. The following acronyms or abbreviations as referenced in Contract Documents are defined to mean the associated names. Names and addresses are subject to change, and are believed to be, but are not assured to be, accurate and up-to-date as of date of Contract Documents:

ADA	Americans With Disabilities Act 28CFR Part 36
ADAAG	Americans With Disabilities Act Accessibility Guidelines U.S. Architectural & Transportation Compliance Board 1111 18th Street, N.W., Suite 501 Washington, D.C. 20036-3894

AIHA	American Industrial Hygiene Association 475 Wolf Ledges Parkway Akron, OH 44311 216/762-7294
AIA	American Institute of Architects 1735 New York Ave. NW Washington, DC 20006 202/626-7474
ANSI	American National Standards Institute 1430 Broadway New York, NY 10018 212/354-3300
ASHRAE	American Society for Heating, Refrigerating, and Air Conditioning Engineers 1791 Tullie Circle NE Atlanta, GA 30329 404/636-8400
ASME	American Society of Mechanical Engineers 345 East 47th Street New York, NY 10017 212/705-7722
ASPE	American Society of Plumbing Engineers 3716 Tousand Oaks Boulevard, Suite 210 Westlake, CA 91362 805/495-7120
ASTM	American Society for Testing and Materials 1916 Race St. Philadelphia, PA 19103 215/299-5400
AWCI	Association of the Wall and Ceiling Industries-International 25 K Street, NW Washington, DC 20002 202/783-2924
BIA	Brick Industry Association 1850 Centennial Park, Suite 310 Reston, VA 20191 703-620-0010 (www.gobrick.com)
CFR	Code of Federal Regulations Available from Government Printing Office; Washington, DC 20402 (usually first published in Federal Register) 202/783-3238
CGA	Compressed Gas Association 1235 Jefferson Davis Highway Arlington, VA 22202 703/979-0900

CS	Commercial Standard of NBS (U.S. Dept. of Commerce) Government Printing Office Washington, DC 20402 202/377-2000
DOT	Department of Transportation 400 Seventh St., SW Washington, DC 20590 202/426-4000
EPA	Environmental Protection Agency 401 M St. SW Washington, DC 20460 202/382-3949
FS	Federal Specification (General Services Admin.) Obtain from your Regional GSA Office, or purchase from GSA Specifications Unit (WFSIS) 7th and D Streets, S.W. Washington, DC 20406 202/472-2205 or 2140
GA	Gypsum Association 1603 Orrington Ave. Evanston; IL 60201 312/491-1744
GSA	General Services Administration F St. and 18th St., NW Washington, DC 20405 202/655-4000
IEEE	Institute of Electrical and Electronic Engineers 345 E. 47th Street New York, NY 10017 212/705-7900
MIL	Military Standardization Documents (U.S. Dept. of Defense) Naval Publications and Forms Center 5801 Tabor Ave. Philadelphia, PA 19120
NBS	National Bureau of Standards (U.S. Dept. of Commerce) Gaithersburg, MD 20234 301/921-1000
NEC	National Electrical Code (by NFPA)
NFPA	National Fire Protection Association Batterymarch Park Quincy, MA 02269 617/770-3000

NRCA	National Roofing Contractors Association 6250 River Road Rosemont, IL 60018 312/318-6722
OSHA	Occupational Safety & Health Administration (U.S. Dept. of Labor) Government Printing Office Washington, DC 20402 202/783-3238
PS	Product Standard of NBS (U.S. Dept. of Commerce) Government Printing Office Washington, DC 20402 202/783-3238
RFCI	Resilient Floor Coverings Institute 966 Hungerford Drive, Suite 12-B Rockville, MD 20805 301/340-8580
TSA	Texas Accessibility Standards P.O. Box 12157 Austin, TX 78711 800/803-9202
UL	Underwriters Laboratories 333 Pfingsten Rd. Northbrook, IL 60062 312/272-8800

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 42 19

SECTION 01 45 10 – REQUEST FOR INFORMATION

The following “RFI” Form shall be used during construction when the Contractor request clarification of Construction Documents. Contractor’s Standard Request For Information Form is acceptable during Construction.

Newman Marchive Incorporated
A Professional Corporation
A Veteran Owned Small Business
2800 Youree Drive, Suite 310
Shreveport, LA 71104
Phone: (318) 219-1814
Fax: (318) 219-1818

Request for Information

Project Name: Demolition of Prudhomme Hall

RFI No.: _____

OWNER'S Project No.: 01-107-24-05

NM Project No.: 253390

Company Name: _____

Company Contact: _____

Subject: _____

Drawing No.: _____

Specification Section: _____

Questions: (Number each one)

Answer: (List answers with same number as question)

SECTION 01 52 00 - CONSTRUCTION FACILITIES

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to this section.

TEMPORARY UTILITIES:

The contractor shall provide at his own expense all necessary utilities including electricity, gas, water and lighting necessary for construction purposes.

TEMPORARY TELEPHONE:

The contractor shall provide an onsite telephone for communication. This phone can be the superintendent's cell phone.

PROTECTIONS OF PERSONS AND PROPERTY:

The contractor will be responsible for protection of work and property during the contract period.

PROTECTION OF PEDESTRIANS:

The following requirements are minimum standards as required by the International Building Code – 2021 Edition. These minimum requirements are to be a part of this contract.

Protection Required: Pedestrians shall be protected during construction, remodeling and demolition activities as required by the table below. Signs shall be provided to direct pedestrian traffic.

Construction Railings: Construction railings shall be at least 42 inches (1067 mm) in height and shall be sufficient to direct pedestrians around construction areas.

Repair, Maintenance and Removal: Pedestrian protection shall be maintained in place and kept in good order for the entire length of time pedestrians may be endangered.

TEMPORARY TOILET FACILITIES:

The contractor shall provide and maintain in sanitary condition portable prefabricated chemical type toilets with proper enclosures. He shall remove them at completion of the project and leave the premises clean and sanitary.

TREE AND PLANT PROTECTION:

The contractor will be responsible for any and all damage to any trees to remain on the site. If a tree is damaged he shall make a written report to be delivered to the Architect. This report will describe the type, size and location of the tree and the amount of damage. All damage shall be repaired as soon as possible by an expert in plant care. The contractor will assume all cost for the protection of major trees near construction. Damage to grass areas are to be replaced at the end of the project.

SITE LOCATIONS OF TEMPORARY FACILITIES & STORAGE:

The Contractor shall verify with the Architect the site locations for all temporary construction, storage, and facilities.

WEATHER PROTECTION AND TEMPORARY HEAT:

The contractor shall provide all weather protection to protect the building and materials against rain. The method of protection shall be acceptable to the architect.

CLEAN UP:

At all times during the construction the premises will be kept free of accumulations of waste material and rubbish. All materials will be stacked neatly and in accordance with proper storage of the materials.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 52 00

SECTION 01 74 00 – CLEANING - WASTE MANAGEMENT

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this section.

WORK INCLUDED:

Scope: Execute cleaning, during progress of work, and at completion of work, as required by Section 00 72 00 - General Conditions of the Contract and as specified herein.

RELATED REQUIREMENTS:

General: Following related requirements are included or specified in other sections:

Summary of Work: Section 01 11 00.

Cleaning for specific products or work: Project Manual Specification Section for that work.

DISPOSAL REQUIREMENTS:

General: Conduct cleaning and disposal operations to comply with codes, ordinances, regulations and anti-pollution laws.

PART 2 - PRODUCTS

MATERIALS:

Cleaning Products: Contractor shall use only cleaning materials as follows:

Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.

Use only those cleaning materials and methods recommended by manufacturer of surface material to be cleaned.

Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

DURING CONSTRUCTION:

General: Execute periodic cleaning to keep work, site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations. This includes daily and weekly cleaning.

Waste Collection: Provide on-site containers for collection of waste materials, debris and rubbish. Do not use Owners containers if placed on site before construction ends.

Waste Disposal: Remove waste materials, debris and rubbish from site periodically and dispose of at legal disposal area away from Project site. Comply with International Fire Code Requirements during construction.

FINAL CLEANING

General: General cleaning during construction is required by the General Conditions and included in Section "Temporary Facilities."

Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.

Remove labels that are not permanent labels.

Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compound and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.

Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films and similar foreign substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.

Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.

Clean the site, including landscape development areas, of rubbish, litter and foreign substances. Sweep paved areas broom clean; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even-textured surface. The Contractor will only be responsible for those items in the work areas.

Removal of Protection: Remove temporary protection and facilities installed for protection of the work during construction.

Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

Surplus Materials: Extra materials of value, that may remain after completion of associated work, shall become the property of the Owner if they elect to keep them. This is in addition to "extra" materials required under selected sections. The Contractor may deliver these materials directly to the Owner only after supplying the Architect with a written list of materials.

Ventilating Systems: Clean HVAC Systems as follows:

Clean permanent filters and replace disposable filters if unit were operated during construction.

Clean ducts, blowers and coils in units where operated without filters during construction.

END OF SECTION 01 74 00

SECTION 01 77 00 – CLOSEOUT PROCEDURES

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

SUMMARY

This Section specifies administrative and procedural requirements for project closeout, including but not limited to:

- Inspection Procedures
- Record Drawing Submittal
- Record Specification Submittal
- Record Documents – Asbestos Removal & Disposal Submittal
- On Site Testing Report Submittal
- Bond Submittal
- Warranties / Certification Submittals

Closeout requirements for specific construction activities are included in the appropriate Sections in Divisions-2 through -33.

FIRE MARSHAL / BUILDING DEPARTMENT INSPECTIONS:

Fire Marshal: All review letters and drawings and specifications with Fire Marshal “Red Stamp” shall be kept at the site of the project for inspection by the Fire Marshal or his deputies for as long as the structure is in the process of construction, renovation or remodeling. If the Contractor can not deliver these documents to the Owner at the conclusion of the project, the Contractor will be responsible for all cost associated with the creation of a duplicate (replacement) set.

It is the responsibility of the Contractor to contact the Fire Marshal for all required inspections. It is also the responsibility to see that the installing contractor of new or modified existing Life Safety Systems and Equipment is on-site for inspection by the Fire Marshal or his designated representative. Copies of Fire Marshal’s Inspection Reports shall be given to the Architect by the Contractor.

Note: The above requirements also apply to inspections by the State Health Department.

Building Department: It is the responsibility of the Contractor to contact the local building department for required inspections. The Contractor shall notify the Owner and Architect, in writing, when the building is complete and ready for “occupancy permit”.

Copies of all inspection reports by government agencies shall be given to the Contractor and he shall forward a copy to the Architect.

DEPARTMENT OF HEALTH: All review letters and drawings associated with reviews and inspections by sanitarian services shall be delivered at closeout.

SUBSTANTIAL COMPLETION

Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following.

General: When Contractor considers work is substantially complete, he shall submit to Architect:

A written notice that work, or designated portion thereof, is substantially complete.

A list of items to be completed or corrected and a dollar value assigned to each item of work.

A dollar value for each punch item shall be provided. Its value shall be at least 125% of actual value. The Contractor shall provide a complete list of punch list work using the form at the end of this section.

Each item must be separate and all blanks filled in.

If any of the required closeout submittal documents have not been delivered to the Architect at this time, they shall be placed on the list of items to be completed and a dollar value assigned to each missing item.

Other Requirements:

See General Conditions and modifications.

In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the work claimed as substantially complete. Include supporting documents for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.

If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the work is not complete.

Advise Owner of pending insurance change over requirements.

Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.

Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.

Submit damage or settlement survey, and similar final record information.

Complete start up testing of systems. Discontinue or change over and remove temporary facilities from the site, along with construction tools, and similar elements.

Complete final clean up requirements, including touch up painting. Touch up and otherwise repair and restore marred exposed finishes.

Inspection Procedures: On receipt of a written request for inspection, from the contractor, the Architect will either proceed with inspection or advise the Contractor of unfilled requirements. The Architect will prepare the Certificate of Substantial Completion following inspection, or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.

The Architect will repeat inspection when requested and assured that the work has been substantially completed.

Results of the completed inspection will form the basis of requirements for final acceptance.

RECORD DOCUMENT SUBMITTALS

General: Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Owner's Representative's reference during normal working hours.

Record Drawings: Maintain a clean, undamaged set of black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.

Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the work.

Mark new information that is important to the Owner, but was not shown on Contract Drawings or Shop Drawings.

Note related Change Order numbers where applicable.

Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.

Drawings: Legibly mark to record actual construction:

Depths of various elements of foundation in relation to finish first floor datum.

Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.

Location of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of structure.

Field changes of dimension and detail.

Changes made by Field Order or by Change Order.

Details not on original Contract Drawings.

Special Note:

Furnish a set of documents as maintained on the project site, along with original marked-up record drawings. Provide one (1) copy of the record drawings, in electronic "PDF" format.

Record Specifications: Maintain one complete copy of the Project Manual, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction. Mark these documents to show substantial variations in actual work performed in comparison with the text of the Specifications and modifications. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation. Note related record drawing information and Product Data.

Special Note:

Upon completion of the work, submit record Specifications as maintained on the project site, along with the original marked-up record specifications including change orders and other written changes. Provide one (1) copy of the record specifications, in electronic "PDF" format.

Specifications and Addenda: Legibly mark each Section to record:

Manufacturer, trade name, catalog number, and Supplier of each Product and item of equipment actually installed.

Changes made by Field Order or by Change Order.

Record Product Data/Shop Drawings: Maintain one copy of each Product Data submittal. Mark these documents to show significant variations in the actual work performed in comparison with information submitted. Include variations in products delivered to the site, and from the manufacturer's installation instructions and recommendations. Give particular attention to concealed products and portions of the work which cannot otherwise be readily discerned later by direct observation. Note related Change Orders and mark up of record Drawings and Specifications. All product information shall be project specific. Manufacturers standard printed literature including items not used on this project will not be accepted.

Number of Required Copies: One (1) – Include Table of Contents

Upon completion of mark up, submit complete set of record Product Data to the Architect for the Owner's records. Also, provide one (1) copy in PDF electronic format.

Documents Reviewed and Signed by all Government Agencies: These documents must be kept in a safe place by the Contractor during construction. These documents are not to be used for construction other than reference. Do not mark on these documents.

Operating and Maintenance Data: Submit to Architect at completion of Project following Operating and Maintenance Data:

Number of Required Copies: One (1) – Include Table of Contents

Compile product data and related information appropriate for Owner's maintenance and operation of products furnished under Contract.

Provide operating and maintenance data as specified in other pertinent sections of Specifications.

Instructing Owner's Personnel:

Instruct Owner's personnel in maintenance of products and in operation of equipment and systems. This shall be arranged as a series of meetings between the Contractor and the Owner for review of all projects and systems for turn over to the Owner.

Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record keeping and submittals in connection with actual performance of the work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the Architect for the Owner's records.

WARRANTIES AND LISTS:

General: Contractor shall assemble and submit warranties, bonds, service and maintenance contracts and parts lists, execute by each respective manufacturers, suppliers and subcontractors as specified herein.

Number of Required Original Signed Copies: One (1) each.

Warranties: Submit all warranties, required under each individual Specification section. Submit one (1) copy of a Warranty List prepared by the Contractor, showing name of subcontractor or supplier, material or equipment under warranty, number of years of warranty and starting date of warranty. In those cases where an additional letter or brochure is attached, it shall be so noted in a "Remarks" column. All original warranty documents shall be placed in a three-ring binder and divided into sections as they apply to the specification manual.

Bonds: Submit required number of all Bonds.

Submittal Requirements: These submittals shall be prepared in duplicate scanned format along with original paper where required.

Table of Contents: Neatly typed, in orderly sequence.

Covers: Identify each packet with typed or printed title: "RECORD PRODUCT DATA / SHOP DRAWINGS" OPERATING AND MAINTENANCE DATA" and "WARRANTIES" and with title of Project and name of the Contractor.

Time of Submittals: These submittals shall be made within time frames as follows:

Make all submittals prior to final request for payment.

FINAL ACCEPTANCE

Preliminary Procedures: Before requesting final inspection for Certification of Final Acceptance and Final Payment, complete the following.

Submit the Final Payment Request with releases and supporting documentation not previously submitted and accepted. Include Certificates of Insurance for products and completed operations where required.

Submit an updated final statement, accounting for final additional changes to the Contract Sum.

Submit a certified copy of the Owner's Representative's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Owner's Representative.

Submit consent of surety to Final Payment.

Submit a final liquidated damages settlement statement.

Submit evidence of final, continuing insurance coverage complying with insurance requirements.

FINAL ADJUSTMENT OF ACCOUNTS:

General: Submit a final statement of accounting to Architect.

Form: Statement shall reflect all adjustments to the Contract sum:

The original Contract Sum.

Additions and deductions resulting from:

Previous Change Orders.

Allowances.

Unit Prices.

Deductions for uncorrected work.

Deductions for liquidated damages.

Deductions for reinspection payments.

Other adjustments.

Total Contract Sum, as adjusted.

Previous payments.

Sum remaining due.

Final Adjustment: Architect will prepare a final Change Order, reflecting approved adjustments to Contract Sum which were not previously made by Change Orders.

FINAL APPLICATION FOR PAYMENT:

General: Contractor shall submit Final Application for Payment in accordance with procedures and requirements stated in Conditions of Contract.

Reinspection Procedure: The Architect will reinspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Architect.

Upon completion of reinspection, the Architect will prepare a Certificate of Final Acceptance or advise the Contractor of work that is incomplete or of obligations that have not been fulfilled but are required for Final Acceptance.

If necessary, reinspection will be repeated.

REINSPECTION FEES:

General: Should the Architect perform reinspections due to failure of Work to comply with claims of status of completion made by Contractor.

The Owner will compensate the Architect for such additional services. The Architect will make a maximum of two inspections for substantial completion and 100% completion of all work at the end of the lien period.

The Owner will deduct amount of such compensation from final payment to the Contractor.

Evidence of Payment and Release of Liens: Submit to Architect in accordance with requirements of Section 00 72 00 - "General Conditions of the Contract".

Certificate of Insurance for Products and Completed Operations: Submit to Architect in accordance with requirements of Section 00 72 00 - General Conditions of the Contract.

Keys and Keying Schedule: Submit to Architect in accordance with requirements of Section 08 71 00 - Door Hardware.

END OF SECTION 01 77 00

SECTION 02 41 16 – STRUCTURE DEMOLITION

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specifications, apply to this Section.

SUMMARY:

This Section includes the following:

- Demolition and removal of buildings.
- Demolition and removal of site improvements.
- Disconnecting, capping or sealing, and abandoning site utilities in place.

Related Sections: The following Sections contain requirements that relate to this Section:

Division 1 Section "Project Management and Coordination" for demolition schedule requirements.

Division 2 Section "Asbestos Abatement"

Division 31 Section "Earthwork" for soil materials, excavating, backfilling, and site grading.

DEFINITIONS:

Remove: Remove and legally dispose of items except those indicated to be reinstalled, salvaged, or to remain the Owner's property. Demolition contractor shall be responsible for the removal and disposal of all items, including furnishings that are left in or at the building site.

MATERIALS OWNERSHIP:

Except for items or materials indicated to be reused, salvaged or otherwise indicated to remain the Owner's property, demolished materials shall become the Contractor's property and shall be removed from the site with further disposition at the Contractor's option.

SUBMITTALS:

General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections, for information only, unless otherwise indicated.

Schedule of demolition activities indicating the following:

Detailed sequence of demolition and removal work, with starting and ending dates for each activity.

Dates for shutoff, capping, and discontinuation of utility services.

Five (5) days prior to beginning demolition, the demolition Contractor will provide the Owner's Project Manager with copies of all necessary permits, approvals, etc. by all governmental, municipal, utility service and other entities having jurisdiction over the work.

QUALITY ASSURANCE:

Demolition Firm Qualifications: Engage and experienced firm that has successfully completed demolition work similar to that indicated for this project.

Regulatory Requirements: Comply with governing LA DEQ notification regulations (Form AAC-2) before starting demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

Pre-demolition Conference: Conduct conference at Project site to comply with requirements of Division 1 Section "Project Management and Coordination."

PROJECT CONDITIONS:

The building to be demolished will be vacated and its use discontinued before start of work.

The Owner assumes no responsibility for the actual condition of the building and the existing site improvements to be demolished. Prior to bid, bidders are required to visit the site of the proposed work and become and fully acquainted with the conditions present. Should any conditions be present that could prevent the successful completion of this project as specified, bidder will advise the Owner in writing within 24 hours of discovery of such conditions. Failure to become fully acquainted with the conditions at the site will not relieve the bidder from any obligation with respect to the bid and will not serve as jurisdiction for an increase to the contract sum.

Existing building and construction conditions shown on drawings are based on available plans and may not reflect as-built conditions. Available plans are provided for information only. Bidders are responsible for verifying all conditions in the field as they may affect this project.

The Owner assumes no responsibility for actual condition of building to be demolished.

Conditions existing at time of inspection for bidding purpose will be maintained by the Owner as far as practical.

Storage or sale of removed items or materials on-site will not be permitted.

SCHEDULING:

Arrange demolition schedule so as not to interfere with the Owner's on-site operations.

Contractor shall have the project satisfactorily completed and ready for Owner's use and final acceptance within 30 calendar days from Notice to Proceed, all in accordance with Contract Documents.

PART 2 - PRODUCTS

SOIL MATERIALS:

Requirements for satisfactory soil materials are specified in Division 31 Section "Earthwork".

PART 3 - EXECUTION

EXAMINATION:

Field verify existing conditions and correlate with requirements indicated to determine extent of demolition required.

Field verify the condition of the items to be removed to determine whether removing any element might result in a structural deficiency or unplanned collapse of any portion of the structure or adjacent structures during demolition.

UTILITY SERVICES:

Maintain existing utilities indicated to remain in service and protect them against damage during demolition operations.

Do not interrupt existing utilities serving occupied or operating facilities, except when authorized in writing by the Owner's Project Manager and authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to the Owner and to governing authorities.

Utility outages affecting other campus buildings require at least 48-hour prior notice and approval by the Owner. The Owner may require outages to be scheduled on weekends or holidays or outside of normal working hours. There will be no additional compensation for outages scheduled after normal working hours.

Utility Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services serving structure to be demolished.

Contractor shall arrange to shut off indicated utilities.

Do not start demolition work until utility disconnecting and sealing have been completed and verified in writing with the Architect and the Owner's Project Manager.

PREPARATION:

Furnish all insurance, permits, coordination of all governmental, municipal and utility service entities, notification of an coordination of activities with adjacent property owners, railroads and business interests; safety measures and procedures; explosive means and methods; and dust abatement and clean-up necessary to complete the demolition of the building structure within the site conditions and in conformance with the schedule by mechanical demolition techniques.

Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks and other adjacent occupied and used facilities.

Do not close or obstruct streets, walks or other adjacent occupied or used facilities without permission from the Owner's Project Manager and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.

Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around demolition area.

Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.

Post warning signage as necessary for vehicular and pedestrian traffic.

EXPLOSIVES:

Explosives: Do not bring explosives to the site or use explosives without written consent of the Owner's Project Manager and authorities having jurisdiction. Such written consent will not relieve Contractor of total responsibility for injury to people or for damage to property due to blasting operations. Perform required blasting in compliance with governing regulations.

Contractor shall be responsible for securing the demolition site. Securing the demolition site includes the cost of barricades, scheduling and the expense of security personnel when required due to the presence of explosives and to route traffic.

POLLUTION CONTROLS:

Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

DEMOLITION:

Building Demolition: Demolish building completely and remove from the site. Use methods required to complete work within limitations of governing regulations and as follows:

Locate demolition equipment throughout the building and remove debris and materials so as not to impose excessive loads on supporting walls, floors or framing.

Dispose of demolished items and materials promptly. On-site storage or sale of removed items is prohibited.

Demolish concrete and masonry in small sections.

Break up and remove concrete slabs on grade, unless otherwise shown to remain.

Remove air-conditioning equipment without releasing refrigerants.

Below-Grade Construction: Demolish all below grade construction, as follows:

Remove all footings, grade beams and concrete slabs. Remove all concrete pavement as shown on demolition site plan.

Filling Below-Grade Areas: Completely fill below-grade areas and voids resulting from demolition of buildings and pavements with soil materials according to requirements specified in Division 31 Section "Earthwork."

Damages: Promptly repair damages to adjacent facilities caused by demolition operations. Repair or replace any pavement to remain that is damaged by demolition.

DISPOSAL OF DEMOLISHED MATERIALS:

General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.

Burning: Do not burn demolished materials.

Disposal: Transport demolished materials off Owner's property and legally dispose of them.

END OF SECTION 02 41 16

SECTION 02 81 00 – TRANSPORTATION AND DISPOSAL OF HAZARDOUS MATERIAL

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-01 Specification Sections, apply to work of this section.

THIS SECTION IS REQUIRED ONLY WHERE THERE WILL BE REMOVAL AND DISPOSAL OF ASBESTOS-CONTAINING MATERIALS.

Section 01 41 00 – Codes, Regulations and Standards - Asbestos Abatement describes applicable federal, state and local regulations.

DESCRIPTION OF THE WORK:

This section describes the disposal of Asbestos-Containing Materials. Disposal includes packaging of asbestos-containing waste materials. Disposal of all waste material will be in an approved landfill.

SUBMITTALS:

Before Start of Work: Submit the following to the Owner's Representative for review. Do not start work until these submittals are returned with Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use.

Copy of state or local license for waste hauler.

Name and address of landfill where asbestos-containing waste materials are to be buried.
Include contact person and telephone number.

Sample of disposal bag and any added labels to be used.

On a weekly basis submit copies of all manifests and disposal site receipts to Owner's Representative.

PART 2 - PRODUCTS:

Disposal Bags: Provide 6 mil thick leak-tight clear polyethylene bags labeled with three labels with text as follows:

THE FIRST SIGN BELOW IS REQUIRED BY EPA NESHAPS REGULATIONS. THE SECOND SIGN IS REQUIRED BY OSHA 29 CFR 1926. THE THIRD SIGN IS REQUIRED BY THE U.S. DEPARTMENT OF TRANSPORTATION HAZARDOUS WASTE HAULING REGULATION. THERE IS SOME REGULATORY CONFUSION AS THE NESHAPS REGULATION ALLOWS THE SUBSTITUTION OF THE LABELING REQUIRED BY THE FORMER OSHA STANDARD. IF THE NESHAPS REGULATION IS UPDATED IT MAY BE POSSIBLE AT SOME FUTURE TIME TO REDUCE THE NUMBER OF REQUIRED LABELS TO TWO.

First Label:

CAUTION
CONTAINS ASBESTOS FIBERS
AVOID OPENING OR BREAKING CONTAINER
BREATHING ASBESTOS IS HAZARDOUS TO YOUR HEALTH

Second Label: Provide in accordance with 29 CFR 1910.1200(f) of OSHA's Hazard Communication standard:

DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD
BREATHING AIRBORNE ASBESTOS, TREMOLITE, ANTHOPHYLLITE, OR
ACTINOLITE FIBERS IS HAZARDOUS TO YOUR HEALTH

Third Label: Provide in accordance with U. S. Department of Transportation regulation on hazardous waste marking. 49 CFR parts 171 and 172. Hazardous Substances: Final Rule. Published November 21, 1986 and revised February 17, 1987:

RQ HAZARDOUS
SUBSTANCE,
SOLID, NOS,
ORM-E, NA 9188
(ASBESTOS)

Revised NESHAP Label Requirement: Label all containers or wrapped material including the following information:

Building owner, contractor and location at which the waste was generated.

Complete Louisiana D.E.Q. ACC-2 Form (Louisiana abatements only).

PART 3 - EXECUTION

It is the contractor's sole responsibility to use the following sections during all phases of this work as minimum standards:

Section 02 82 07 – Worker Protection
Section 02 82 08 – Respiratory Protection

GENERAL:

All waste is to be hauled by a waste hauler with all required licenses from all state and local authority with jurisdiction.

Load all asbestos-containing waste material in disposal bags or leak-tight drums. All materials are to be contained in one of the following

Two 6 mil clear disposal bags or

Two 6 mil disposal bags and a fiberboard drum or

Sealed steel drum with no bag

Protect interior of truck or dumpster with Critical and Primary Barriers as described in Section 01 52 00 Temporary Enclosures.

Carefully load containerized waste in fully enclosed dumpsters, trucks or other appropriate vehicles for transport. Exercise care before and during transport, to insure that no unauthorized persons have access to the material.

Do not store containerized materials outside of the Work Area. Take containers from the Work Area directly to a sealed truck or dumpster.

Do not transport disposal bagged materials on open trucks. Label drums with same warning labels as bags. Uncontaminated drums may be reused. Treat drums that have been contaminated as asbestos-containing waste and dispose of in accordance with this specification.

TRANSPORTATION OF ASBESTOS-CONTAINING WASTE MATERIAL

If asbestos-containing waste material is transported by vehicle to a disposal site, it should be:

In marked (placarded) vehicles with the signs visible during the loading and unloading of the waste. The markings must:

Be posted in such a manner that a person can easily read the legend.

Conform to the requirements for 51 cm. x 36 cm. (20 in. x 14 in.) upright format signs as specified in 29 CFR 1910.145 and this paragraph; and

Display the following legend in the lower panel with letter sizes and styles of a visibility at least equal to those specified below:

DANGER
(2.5 cm (1 inch) Sans Serif, Gothic or Block)

ASBESTOS DUST HAZARD
(2.5 cm (1 inch) Sans Serif, Gothic or Block)

CANCER AND LUNG DISEASE HAZARD
(1.9 cm (3/4 inch) Sans Serif, Gothic or Block)

Authorized Personnel Only
(14 Point Gothic)

Spacing between the lines should be at least equal to the height of the upper two lines.

Provide a copy of the waste shipment record described below in "waste shipment record," to the disposal site owner or operator at the same time as the asbestos-containing material arrives at the disposal site.

Advise the landfill operator or processor, at least ten days in advance of transport, of the quantity of material to be delivered.

At disposal site unload containerized waste:

At a disposal site, sealed plastic bags must be carefully unloaded from the truck and placed on the ground, not pushed or dropped. If bags are broken or damaged, return to work site for rebagging. Clean entire truck and contents using procedures set forth in section 02 82 25 Project Decontamination. All personnel shall wear proper protective clothing and respirators.

At a processing site truck and loading dock are arranged as a controlled work area and containerized waste is transferred to storage area by site personnel. All bags including broken ones will be transferred. Clean truck, using procedures set forth in section 02 82 25 Project Decontamination.

Retain receipts from landfill or processor for materials disposed of.

At completion of hauling and disposal of each load submit copy of waste manifest, chain of custody form, and landfill receipt to Owner's Representative.

The Contractor assumes sole responsibility for the transportation and disposal of all asbestos containing materials and asbestos waste. The Contractor shall indemnify and hold harmless the Owner and his Representative for all costs including attorney's fees from any cause of action arising out of the transportation and disposal of asbestos containing materials, and all other hazardous materials.

WASTE SHIPMENT RECORD

THE OWNER WILL NOT SIGN THE LADEQ "ADVF" FORM OR THE ACC-2 FORM. THE CONTRACTOR WILL PREPARE AND SIGN THESE FORMS.

For all asbestos-containing waste material transported off site:

Maintain asbestos waste shipment records using a form that includes the following information:

Name, address and telephone number of the waste generator;

Name and address of the local State, or EPA Regional agency responsible for administering the asbestos NESHAP program;

Quantity of asbestos-containing waste material in cubic meters or cubic yards;

Name and telephone number of the disposal site operator;

Name and physical location of the disposal site;

Date transported;

Name, address and telephone number of the transporter(s); and

A certification that the contents of the shipment are accurately described and classified and that they are packaged properly to meet all applicable international and government transport regulations.

Retain a copy of the asbestos waste shipment record for at least two years.

If a copy of the waste shipment record signed by the owner or operator of the waste disposal site has not been returned to the contractor within 35 days from the date the waste was accepted by the initial transporter, the contractor must contact the transporter and/or the owner or operator of the waste disposal site to determine the status of the shipment.

If a copy of the waste shipment record signed by the owner or operator of the waste disposal site has not been returned to the contractor within 45 days from the date the waste was accepted by the initial transporter, the contractor must submit a written report to the agency responsible for administering the asbestos NESHAP program for the waste generator. The report must include:

A copy of the waste shipment record for which a copy signed by the owner or operator of the waste disposal site was not received.

A cover letter signed by the waste contractor explaining the efforts taken to locate the asbestos waste shipment and the results of those efforts.

Furnish upon request, and make available during normal business hours for inspection, all records required under this section.

END OF SECTION 02 81 00

SECTION 02 82 06 - AIR MONITORING - TESTING LABORATORY SERVICES

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division - 01 Specification Sections, apply to work of this section.

Air Monitoring: during work area clearance is described in Section 02 82 26 - Work Area Clearance.

DESCRIPTION OF THE WORK

Not in Contract Sum: This section describes work being performed by the Owner. This work is not in the Contract Sum.

This section describes air monitoring carried out by the owner to verify that the building beyond the work area and the outside environment remains uncontaminated. This section also sets forth airborne fiber levels both inside and outside the work area as action levels, and describes the action required by the Contractor if an action level is met or exceeded.

Air monitoring required by OSHA is work of the Contractor and is not covered in this section.

AIR MONITORING:

Work Area Isolation: The purpose of the Owner's air monitoring is to detect faults in the work area isolation such as:

Contamination of the building outside of the work area with airborne asbestos fibers,

Failure of filtration or rupture in the differential pressure system,

Contamination of air outside the building envelope airborne asbestos fibers.

Should any of the above occur immediately cease asbestos abatement activities until the fault is corrected. Do not recommence work until authorized by the Owner's Representative.

Work Area Airborne Fiber Count: The Owner will monitor airborne fiber counts in the Work Area. The purpose of this air monitoring will be to detect airborne asbestos concentrations which may challenge the ability of the Work Area isolation procedures to protect the balance of the building or outside of the building from contamination by airborne fibers.

Work area clearance: To determine if the elevated airborne fiber counts encountered during abatement operations have been reduced to an acceptable level, the Owner will sample and analyze air samples per Section 02 82 26 - Work Area Clearance.

The Owner will be conducting air monitoring throughout the course of the project.

STOP ACTION LEVELS:

Inside Work Area: Maintain an average airborne count in the Work Area of less than 0.5 fibers per cubic centimeter. If the fiber counts rise above this figure for any sample taken, revise work procedures to lower fiber counts. If the Time Weighted Average (TWA) fiber count for any work shift or 8 hour period exceeds 0.5 fibers per cubic centimeter, stop all work, leave Pressure Differential System in operation and notify Owner's Representative.

After correcting cause of high fiber levels, do not recommence work for 24 hours unless otherwise authorized, in writing, by Owner's Representative.

If airborne fiber counts exceed 2.0 fibers per cubic centimeter for any period of time cease all work except corrective action until fiber counts fall below 0.5 fibers per cubic centimeter and notify Owner's Representative. After correcting cause of high fiber levels, do not recommence work for 24 hours unless otherwise authorized, in writing, by Owner's Representative.

Inside Work Area: Maintain an average airborne count in the work area of less than the Stop Action Level given below for the type of respiratory protection in use. If the fiber counts rise above this figure for any sample taken, revise work procedures to lower fiber counts. If the Time Weight Average (TWA) fiber count for any work shift or 8 hour period exceeds the Stop Action Level, stop all work except corrective action, leave pressure differential and air circulation system in operation and notify Owner's Representative. After correcting cause of high fiber levels, do not recommence work for 24 hours unless otherwise authorized, in writing, by Owner's Representative.

STOP ACTION LEVEL (f/cc)	IMMEDIATE STOP LEVEL (f/cc)	MINIMUM RESPIRATOR REQUIRED	MINIMUM PROTECTION FACTOR
0.1	1.0	Half face	10
0.5	5.0	PAPR	50
1.0	10.0	Type C	100

Effect on Contract Sum: Complete corrective work with no change in the Contract Sum if high airborne fiber counts were caused by Contractor's activities.

Base Line Reading: None taken by Owner. The Contractor must take his own readings for respiratory protection.

ANALYTICAL METHODS:

The following methods will be used by the Owner in analyzing filters used to collect air samples. Sampling rates may be varied from printed standards to allow for high volume sampling.

Phase Contrast Microscopy (PCM) will be performed using the NIOSH 7400 method. This analysis will be carried out at the job site.

SAMPLING VOLUMES:

General: The number and volume of air samples taken by the Owner will be in accordance with the work. Sample volumes given may vary depending upon the analytical method used.

SCHEDULE OF AIR SAMPLES:

Before Start of Work:

The Owner will not secure Air Samples to establish a base line before the start of work.

Sample Cassettes: Samples will be collected on 25mm. cassettes as follows:

TEM: 0.45 micrometer mixed cellulose ester.

Sampling Sensitivity refers to:

Detection Limit for TEM analysis as set forth in the analytical method used.

Daily:

From start of work of Section 02 82 17 - Temporary Enclosures through the work of Section 02 82 19 - Project Decontamination, the Owner may be taking samples on a daily basis.

Samples will be collected on 25mm cassettes with the following filter media:

PCM: 0.8 micrometer mixed cellulose ester.

LABORATORY TESTING:

The services of a testing laboratory may be employed by the Owner to perform laboratory analysis of the air samples.

A complete record of all air monitoring and results will be furnished to the Owner=s representative, the Owner and the Contractor.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

ADDITIONAL TESTING:

The Contractor may conduct his own air monitoring and laboratory testing. If he elects to do this the cost of such air monitoring and laboratory testing shall be at no additional cost to the Owner.

PERSONNEL MONITORING:

Owner will not be performing air monitoring to meet Contractor's OSHA requirements for personnel sampling or any other purpose.

See Section 02 82 07 - Worker Protection

END OF SECTION 02 82 06

SECTION 02 82 07 - WORKER PROTECTION

THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE TO COMPLY WITH ALL FEDERAL, STATE OR LOCAL LAWS, RULES, REGULATIONS AND REQUIREMENTS PERTAINING (a) TO THE HANDLING, REMOVAL, TRANSPORTATION, AND DISPOSAL OF ASBESTOS-CONTAINING MATERIALS AT THE SITE OR (b) TO THE PROTECTION OF WORKERS, VISITORS TO THE SITE, AND PERSONS OCCUPYING AREAS ADJACENT TO THE SITE, FROM CONTAMINATION BY SUCH ASBESTOS-CONTAINING MATERIALS, REGARDLESS OF WHETHER SUCH FAILURE IS CAUSED IN PART BY A PARTY INDEMNIFIED HEREUNDER.

THIS SECTION IS INCLUDED FOR THE CONTRACTORS' REFERENCE. THE CONTRACTOR ASSUMES ALL RESPONSIBILITY FOR THE PROTECTION OF HIS WORKERS IN THE WORK AREA AND OTHER AREAS USED BY THE CONTRACTOR AT THE JOB SITE. DECONTAMINATION PROCEDURES ARE REQUIRED BEFORE LEAVING THE WORK AREA.

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General Conditions and other Division-01 Specification Sections, apply to work of this section.

DESCRIPTION OF WORK:

This section describes the equipment and procedures required for protecting workers against asbestos contamination and other workplace hazards except for respiratory protection.

RELATED WORK SPECIFIED ELSEWHERE:

Respiratory Protection: is specified in Section 02 82 08 – Respiratory Protection.

WORKER TRAINING:

AHERA Accreditation: All workers are to be accredited as Abatement Workers as required by the AHERA regulation 40 CFR 763 Appendix C to Subpart E, April 30, 1987.

State and Local License: All workers are to be trained, certified and accredited as required by state or local code or regulation.

Train, in accordance with 29 CFR 1926, 1101 and LAC 33 Part III Chapter 27 Appendix A, all workers in the dangers inherent in handling asbestos and breathing asbestos dust and in proper work procedures and personal and area protective measures. All courses must be approved by EPA or by the State Regulatory Agency.

MEDICAL EXAMINATIONS:

Provide medical examinations for all workers who may encounter an airborne fiber level of 0.1 f/cc or greater for an 8-hour Time Weighted Average. In the absence of specific airborne fiber data provide medical examinations for all workers who will enter the Work Area for any reason. Examination shall, as a minimum, meet OSHA requirements as set forth in 29 CFR 1926. In addition, provide an evaluation of the individual's ability to work in environments capable of producing heat stress in the worker.

SUBMITTALS:

Before Start of Work: Submit the following to the Owner's Representative for review. Do not start work until these submittals are returned with Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use.

AHERA Accreditation: Submit copies of certificates from an EPA-approved AHERA Abatement Workers course for each worker as evidence that each asbestos Abatement Worker is accredited as required by the AHERA Regulation 40 CFR 763 Appendix C to Subpart E, April 30, 1987.

State and Local License: Submit evidence that all workers have been trained, certified and accredited as required by state or local code or regulation.

Certificate Worker Acknowledgement: Submit an original signed copy of the Certificate of Worker's Acknowledgement to be provided by the Architect for each worker who is to be at the job site or enter the Work Area.

Worker Release Form: Submit an original signed copy of the Worker Release form to be provided by the Architect for each worker who is to be at the job site or enter the work area.

Notarized Certifications: Submit certification signed by an officer of the abatement contracting firm and notarized that exposure measurements, medical surveillance, and worker training records are being kept in conformance with 29 CFR 1926.

PART 2 - EQUIPMENT

PROTECTIVE CLOTHING:

Coveralls: Provide disposable full-body coveralls and disposable head covers, and require that they be worn by all workers in the Work Area. Provide a sufficient number for all required changes, for all workers in the Work Area.

Contractor option for environments with hot or cold hazard to workers.

Coveralls: Provide cloth full-body coveralls and hats, require that they be worn by all workers in the Work Area. Require that workers change out of coverall in the Equipment Room of the Personnel Decontamination Unit. Dispose of coverall as asbestos waste at completion of all work.

Cold Weather Gear: Provide each worker with an insulated jacket, pants, gloves and hat. Require that cold weather gear be removed in Equipment Room of Personnel Decontamination Unit. Dispose of cold weather gear as asbestos waste at completion of all work.

Boots: Provide work boots with non-skid soles, and where required by OSHA, foot protection, for all workers. Provide boots at no cost to workers. Paint uppers of all boots red with water proof enamel. Do not allow boots to be removed from the work area for any reason, after being contaminated with asbestos containing material. Dispose of boots as asbestos contaminated waste at the end of the work.

Hard Hats: Provide head protection (hard hats) as required by OSHA for all workers, and provide 4 spares for use by Owner's Representative, Project Administrator, and Owner. Label hats with same warning labels as used on disposal bags. Require hard hats to be worn at all times that work is in progress that may potentially cause head injury. Provide hard hats of type with plastic strap type suspension. Require hats to remain in the work area throughout the work. Thoroughly clean, decontaminate and bag hats before removing them from the work area at the end of the work.

Goggles: Provide eye protection (goggles) as required by OSHA for all workers involved in scraping, spraying, or any other activity which may potentially cause eye injury.

Gloves: Provide work gloves to all workers and require that they be work at all times in the work area. Do not remove gloves from work area and dispose of asbestos contaminated waste at the end of the work.

ADDITIONAL PROTECTIVE EQUIPMENT:

Respirators, disposable coveralls, head covers, and footwear covers shall be provided by the Contractor for the Owner, Owner's Representative, Project Administrator, and other authorized representatives who may inspect the job site.

PART 3 - EXECUTION

GENERAL:

Provide worker protection as required by the most stringent OSHA and/or EPA standards applicable to the work. The following procedures are minimums to be adhered to regardless of fiber count in the Work Area.

Each time Work Area is entered, remove all street clothes in the Changing Room of the Personnel Decontamination Unit and put on new disposable coverall, new head cover, and a clean respirator. Proceed through shower room to equipment room and put on work boots.

DECONTAMINATION PROCEDURES:

Require all workers to adhere to the following personal decontamination procedures whenever they leave the Work Area:

Type C Supplied Air or Powered Air-Purifying Respirators: Require that all workers use the following decontamination procedure as a minimum requirement whenever leaving the Work Area:

When exiting area, remove disposable coveralls, disposable head covers, and disposable footwear covers or boots in the equipment room.

Still wearing respirators, proceed to showers. Showering is mandatory. Care must be taken to follow reasonable procedures in removing the respirator to avoid asbestos fibers while showering. The following procedure is required as a minimum:

Thoroughly wet body including hair and face. If using a Powered Air-Purifying Respirator (PAPR), hold blower unit above head to keep canisters dry.

With respirator still in place thoroughly wash body, hair, respirator face piece, and all parts of the respirator, except the blower unit and battery pack on a PAPR. Pay particular attention to seal between face and respirator and under straps.

Take a deep breath, hold it and/or exhale slowly, completely wet hair, face, and respirator. While still holding breath, remove respirator and hold it away from face before starting to breath.

Carefully wash facepiece of respirator inside and out.

If using PAPR: shut down in the following sequence, first cap inlets to filter cartridges, then turn off blower unit (this sequence will help keep debris which has collected on the inlet side of filter from dislodging and contaminating the outside of the unit). Thoroughly wash blower unit and hoses. Carefully wash battery pack with wet rag. Be extremely cautious of getting water in battery pack as this will short out and destroy battery.

Shower completely with soap and water.

Rinse thoroughly.

Rinse shower room walls and floor prior to exit.

Proceed from shower to Changing Room and change into street clothes or into new disposable work items.

Air Purifying-Negative Pressure Respirators: Require that all workers use the following decontamination procedure as a minimum requirement whenever leaving the Work Area with a half or full face cartridge type respirator:

When exiting area, remove disposable coveralls, disposable headcovers, and disposable footwear covers or boots in the Equipment Room.

Still wearing respirators, proceed to showers. Showering is mandatory. Care must be taken to follow reasonable procedures in removing the respirator and filters to avoid asbestos fibers while showering. The following procedure is required as a minimum:

Thoroughly wet body from neck down.

Wet hair as thoroughly as possible without wetting the respirator filter if using an air purifying type respirator.

Take a deep breath, hold it and/or exhale slowly, complete wetting of hair, thoroughly wetting face, respirator and filter (air purifying respirator). While still holding breath, remove respirator and hold it away from face before starting to breathe.

Dispose of wet filters from air purifying respirator.

Carefully wash facepiece of respirator inside and out.

Shower completely with soap and water.

Rinse thoroughly.

Rinse shower room walls and floor prior to exit.

Proceed from shower to Changing Room and change into street clothes or into new disposable work items.

Remote Shower: The procedures above are to be used if the decontamination facility is used as a remote shower. If a worker cannot gain direct access to the Equipment Room requires that he enter Decontamination Unit and proceed directly through Shower Room to Equipment Room. Decontamination procedure is then completed as required above.

WITHIN WORK AREA:

Require that workers NOT eat, drink, smoke, chew tobacco or gum, or apply cosmetics in the Work Area. To eat, chew, drink or smoke, workers shall follow the procedure described above, then dress in street clothes before entering the non-Work Areas of the building.

CERTIFICATE OF WORKER'S ACKNOWLEDGEMENT:

Following this section is a Certificate of Worker Training. After each worker has been included in the Contractor's Respiratory Protection Program, completed the training program and medical examination, secure a fully executed copy of this form.

WORKER RELEASE:

Following this section and Certificate of Worker's Acknowledgment is a RELEASE FORM. This form must be completed for each person who is at the project site, both inside and outside the work areas.

END OF SECTION 02 82 07

CERTIFICATE OF WORKER'S ACKNOWLEDGMENT AND WORKER'S RELEASE FORMS FOLLOW

CERTIFICATE OF WORKER'S ACKNOWLEDGMENT

PROJECT NAME: NSU Prudhomme Hall Demo DATE: _____

PROJECT ADDRESS: 140 Central Avenue Natchitoches, Louisiana 71497

CONTRACTOR'S NAME: _____

WORKING WITH ASBESTOS CAN BE DANGEROUS. INHALING ASBESTOS FIBERS HAS BEEN LINKED WITH VARIOUS TYPES OF CANCER. IF YOU SMOKE AND INHALE ASBESTOS FIBERS THE CHANCE THAT YOU WILL DEVELOP LUNG CANCER IS GREATER THAN THAT OF THE NON-SMOKING PUBLIC.

Your employer's contract with the Owner for the above project requires that: You be supplied with the proper respirator and be trained in its use. You be trained in safe work practices and in the use of the equipment found on the job. You receive a medical examination. These things are to have been done at no cost to you.

RESPIRATORY PROTECTION: You must be medically cleared and fit tested in the type of respirator to be used on the above referenced project. You must have been trained in the proper use of respirators. You must be given a copy of the written respiratory protection program issued by your employer. You must be equipped at no cost with the respirator to be used on the above project.

TRAINING COURSE: You must have completed the 32-hour Asbestos Certified Worker Course. The topics covered in the course must have included the following:

- Physical Characteristics of Asbestos and ACBM
- Potential health effects related to asbestos exposure
- Employee personal protective equipment
- State-of-the-art work practices
- Personal hygiene
- Additional safety hazards
- Medical Monitoring
- Air Monitoring
- Relevant federal, state and local regulatory requirements
- Establishment of respiratory protective programs and medical surveillance programs
- 14 hours of hands-on-training, including work area preparation, decontamination chamber construction, cleaning and disposal, and respirator fit testing and maintenance.

MEDICAL EXAMINATION: You must have had a medical examination within the past 12 months at no cost to you. This examination must have included: health history, pulmonary function tests and may have included an evaluation of a chest x-ray.

By signing this document, you are acknowledging that the Owner of the building and his consultant, that you are about to work in, has advised you of your rights to training and protection relative to your employer, the Contractor.

Signature _____

LDEQ AI No. _____

Printed Name _____

Witness _____

WORKER RELEASE

STATE OF LOUISIANA

PARISH OF Natchitoches

In consideration of my employment by _____
(Contractor) in connection with the removal and disposal of asbestos containing material or other work in asbestos contaminated work areas, at and in consideration of the sum of ONE AND NO/100 (\$1.00) DOLLAR and other good and valuable consideration in hand paid, at and before the sealing and delivery of these presents, the receipt, sufficiency, and adequacy of which are hereby acknowledged, the undersigned does hereby acknowledge, warrant, represent, covenant, and agree as follows:

Project: NSU Prudhomme Hall Demo

Location: 140 Central Avenue Natchitoches Louisiana 71497

- 1) That the undersigned has been fully advised that the Project (facility) listed above contains asbestos material.
- 2) That the undersigned understands that by entering into the Project (facility) listed above that they are in asbestos contaminated areas.
- 3) That asbestos can cause asbestosis and is a known carcinogen and can therefore cause various types of cancer.
- 4) That any contact with asbestos, whether it can be seen or not, may cause asbestosis and various forms of cancer, which may not show up for many years.
- 5) That the undersigned does knowingly assume all risks in connection with potential exposure to asbestos.
- 6) That the undersigned does hereby release and forever discharge the owners of the Project (facility) listed above, their heirs, successors and assigns and the Owner's Consultant, Newman Marchive Incorporated and its employees and consultants from any and all liability whatsoever, directly or indirectly, related to exposure to asbestos or asbestos containing materials.
- 7) That the undersigned does hereby waive and relinquish any and all claims and causes of action of every nature which they now have, or may have, or claims to have, in the past, present or future, against the owners of Project (facility) listed above, and the Owner's Consultants, Newman Marchive Incorporated and its employees and consultants which are in any way, directly or indirectly, related to exposure to asbestos or asbestos containing materials.

THUS DONE AND SIGNED at Natchitoches Parish , Natchitoches, Louisiana, this _____ day of _____,

Signature _____

Printed Name _____

LDEQ AI No. _____

Witness _____

SECTION 02 82 08 - RESPIRATORY PROTECTION

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including and General and Supplementary Conditions and other Division-01 Specification Sections, apply to work of this section.

RELATED WORK SPECIFIED ELSEWHERE:

Worker Protection is specified in Section 02 82 07 – Worker Protection.

DESCRIPTION OF WORK:

THIS SECTION IS INCLUDED FOR THE CONTRACTORS' REFERENCE. THE CONTRACTOR ASSUMES ALL RESPONSIBILITY FOR THE PROTECTION OF HIS WORKERS IN THE WORK AREA AND OTHER AREAS USED BY THE CONTRACTOR AT THE JOB SITE.

Instruct and train each worker involved in asbestos abatement or maintenance and repair of friable asbestos-containing materials in proper respiratory use and require that each worker always wear a respirator, properly fitted on the face in the Work Area from the start of any operation which may cause airborne asbestos fibers until the Work Area is completely decontaminated. Use respiratory protection appropriate for the fiber level encountered in the workplace or as required for other toxic or oxygen-deficient situations encountered.

STANDARDS:

Except to the extent that more stringent requirements are written directly into the Contract Documents, the following regulations and standards have the same force and effect (and are made a part of the Contract Documents by reference) as if copied directly into the Contract Documents, or as if published copies were bound herewith. Where there is a conflict in requirements set forth in these regulations and standards, meet the more stringent requirement.

OSHA	U.S. Department of Labor Occupational Safety and Health Administration, Safety and Health Standards 29 CFR 1910, Section 1001 and Section 1910.134. 29 CFR 1926.58
CGA	Compressed Gas Association, Inc., New York, Pamphlet G-7, "Compressed Air for Human Respiration", and Specification G-7.1 "Commodity Specification for Air".
ANSI	American National Standard Practices for Respiratory Protection, ANSI Z88.2-1980.
NIOSH	National Institute for Occupational Safety and Health
MSHA	Mine Safety and Health Administration

SUBMITTALS:

Before Start of Work submit the following to the Owner's Representative for review. Do not begin work until these submittals are returned with the Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use.

Product Data: Submit manufacturer's product information for each component used, including NIOSH and MSHA Certifications for each component in an assembly and/or for entire assembly.

System Diagram: When a Type "C" supplied air respiratory system is required by the work, submit drawing showing assembly of components into a complete supplied air respiratory system. Include diagram showing location of compressor, filter banks, backup air supply tanks, hose line connections in Work Area(s), routing of air lines to Work Area(s) from compressor.

Operating Instruction: Submit complete operating and maintenance instructions for all components and systems as a whole. Submittal is to be in bound manual form suitable for field use.

Respiratory Protection Program: Submit Contractor's written respiratory protection program manual as required by OSHA 1926.58.

Respiratory Protection Schedule: Submit level of respiratory protection intended for each operation required by the project. Submit this information on the "Respiratory Protection schedule" on the form included at the end of this Section.

Historic Airborne Fiber Data: Submit airborne asbestos fiber count data from an independent air monitoring firm to substantiate selection of respiratory protection proposed. Data submitted shall include at least the following for each procedure required by the work:

Date of measurements

Operation monitored

Sampling and analytical methods used and evidence of their accuracy

Number, duration, and results of samples taken

Resume information: Submit resume and information on training for individual monitoring the operation of supplied air respiratory systems. Submit training certifications where applicable.

AIR QUALITY FOR SUPPLIED AIR RESPIRATORY SYSTEMS:

Provide air used for breathing in Type "C" supplied air respiratory systems that meets or exceeds regulatory standards

PART 2 - EQUIPMENT

AIR PURIFYING RESPIRATORS

Respirator Bodies: Provide half face or full face type respirators. Equip full face respirators with a nose cup or other anti-fogging device as would be appropriate for use in air temperatures less than 32 degrees Fahrenheit.

Filter Cartridges: Provide, at a minimum, HEPA type filters labeled with NIOSH and MSHA Certification for "Radionuclides, Radon Daughters, Dust, Fumes, Mists including Asbestos-Containing Dusts and Mists" and color coded in accordance with ANSI Z228.2 (1980). In addition, a chemical cartridge section may be added, if required, for solvents, etc., in use. In this case, provide cartridges that have each section of the combination canister labeled with the appropriate color code and NIOSH/MSHA Certification.

Non-permitted respirators Do not use single use, disposable or quarter face respirators.

SUPPLIED AIR RESPIRATOR SYSTEMS:

Provide equipment capable of producing air of the quality and volume required by the above reference standards applied to the job site conditions and crew size. Comply with provisions of the standards issued by the governing authority.

Compressor Location: Locate compressor outside of building in location that will not impede access to the building, and that will not cause a nuisance by virtue of noise or fumes to occupied portions of the building.

Air Intake: Locate air intake remotely from any source of automobile exhaust or any exhaust from engines, motors, auxiliary generator or buildings.

After-Cooler: Provide an after-cooler at entry to filter system which is capable of reducing temperatures to outside ambient air temperatures.

PART 3 - EXECUTION

GENERAL:

Respiratory Protection Program: Comply with ANSI Z88.2 - 1980 "Practices for Respiratory Protection" and OSHA 29 CFR 1910 and 1926.

Require that respiratory protection be used at all times that there is any possibility of disturbance of asbestos-containing materials whether intentional or accidental.

Require that a respirator be worn by anyone in a Work Area at all times, regardless of activity, during a period that starts with any operation which could cause airborne fibers until the area has been cleared for re-occupancy in accordance with Section 02 82 26.

Regardless of Airborne Fiber Levels: Require that the minimum level of respiratory protection used be half-face air-purifying respirators with high efficiency filters.

Do not allow the use of single-use, disposable, or quarter-face respirators for any purpose.

TYPE OF RESPIRATORY PROTECTION REQUIRED:

The contractor is to be responsible for the selection of the type of respiratory protection provided to his employees and others under his supervision at the site. The selection of a respirator type must be based upon the airborne fiber counts encountered in the work place as described in the OSHA regulations.

Fibers: For purposes of this section, fibers are defined as all fibers regardless of composition as counted in the OSHA Reference Method (ORM), or NIOSH 7400 procedure.

END OF SECTION 02 82 08

RESPIRATORY PROTECTION SCHEDULE FOLLOWS

RESPIRATORY PROTECTION SCHEDULE:

Project Name: NSU Prudhomme Hall Demolition

Location: 140 Central Avenue, Natchitoches LA 71497

Date: _____

Based upon airborne asbestos-fiber counts encountered on previous projects of similar type working on materials similar to those found on the above referenced project. The following level of respiratory protection is proposed for the indicated operations to maintain an Airborne Fiber Count (as measured by P & CAM 239 Method) below the specified Permissible Exposure Limit (PEL) inside the respirator face-piece.

Operation	Anticipated f/cc	Respiratory Protection	Protection Factor	f/cc in Mask
Installing Sheet Plastic				
Removal of Box Insulation				
Removal of fitting Insulation				
Cleaning "Primary" Sheet Plastic				
Cleaning "Critical" Barrier				
Removing Decontamination Unit				
Disposal at Land Fill				
Other				

The contractor certifies that to the best of his knowledge and belief the above represent a true and accurate representation of Airborne Fiber Counts to be expected for the operations indicated, and are based upon airborne fiber data from past projects with similar materials and operations.

Contractor _____

Signed by: _____

Signature _____

Date _____

Print Name _____

SECTION 02 82 13.05 - REMOVAL OF ASBESTOS-CONTAINING MATERIALS

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General Conditions and Division 01 Specification Sections, apply to work of this section.

RELATED WORK SPECIFIED ELSEWHERE:

Installation of Critical and Primary Barriers, and Work Area Isolation Procedures are set forth in Section 02 82 17 - Temporary Enclosures.

Project Decontamination procedures after removal of the Secondary Barrier are specified in Section 02 82 25 - Project Decontamination.

Disposal of asbestos-containing waste is specified in Section 02 82 33 - Disposal of Asbestos-Containing Waste Material.

SUBMITTALS:

Before Start of Work: Submit the following to the Owner's Representative for review. Do not start work until these submittals are returned with Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use.

Surfactant: Submit product data, use instructions and recommendations from manufacturer of surfactant intended for use. Include data substantiating that material complies with requirements.

NESHAP Certification: Submit certification from manufacturer of surfactant or removal encapsulant that, to the extent required by this specification, the material, if used in accordance with manufacturer's instructions, will wet Asbestos-Containing Materials to which it is applied as required by the National Emission Standard for Hazardous Pollutants (NESHAP) Asbestos Regulations (40 CFR 61, Subpart M).

Safety Data Sheet: Submit the Safety Data Sheet, or equivalent, in accordance with the OSHA Hazard Communication Standard (29 CFR 1910.1200) for each surfactant, encapsulating material and solvent proposed for use on the work. Include a separate attachment for each sheet indicating the specific worker protective equipment proposed for use with the material indicated.

PART 2 - PRODUCTS:

Wetting Materials: For wetting prior to disturbance of Asbestos-Containing Materials use either amended water or a removal encapsulant:

Amended Water: Provide water to which a surfactant has been added. Use a mixture of surfactant and water which results in wetting of the Asbestos-Containing Material and retardation of fiber release during disturbance of the material equal to or greater than that provided by the use of one ounce of a surfactant consisting of 50% polyoxyethylene ester and 50% polyoxyethylene ether mixed with five gallons of water.

Polyethylene Sheet: A single polyethylene film in the largest sheet size possible to minimize seams, 4.0 or 6.0 mil thick as indicated, clear, frosted, or black as indicated.

Polyethylene Sheet: Provide flame resistant polyethylene film that conforms to requirements set forth by the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-resistant Textiles and Films. Provide largest size possible to minimize seams, 4.0 or 6.0 mil thick as indicated, frosted or black as indicated.

Duct Tape: Provide duct tape in 2" or 3" widths as indicated, with an adhesive which is formulated to stick aggressively to sheet polyethylene.

Spray Cement: Provide spray adhesive in aerosol cans which is specifically formulated to stick tenaciously to sheet polyethylene.

Disposal Bags: Provide 6 mil thick leak-tight polyethylene bags labeled as required by Section 13380 Disposal of Asbestos Containing Waste Material.

Protective Coating: Ductwork: Provide a water-based fungicide protective coating for use on HVAC ductwork. Coating to have long-term antimicrobial capability. Apply primer as required per manufacturers directions. Apply coating per manufacturers directions. Follow application rates and prepare surfaces as directed by manufacturer. Provide products equal to: H.B. Fuller Co. – Foster 40-20.

Protective Coating - Ductwork: Provide a water-based fungicide protective coating for use on HVAC ductwork. Coating to have long-term antimicrobial capability. Apply primer as required per manufacturers directions. Apply coating per manufacturers directions. Follow application rates and prepare surfaces as directed by manufacturer. Provide products equal to: H.B. Fuller Co. – Foster 40-30.

Disinfectant – HVAC and Walls: Provide a water-based disinfectant (cleaner, fungicide) application for use on HVAC ductwork and walls, and other building materials. Disinfectant to be applied per manufacturers directions. Prepare surfaces as directed – remove all accumulations of dirt, grease or contamination prior to application. Follow application rates and spray or wipe surfaces to ensure surface remains wet for at least to (10) minutes directed by manufacturer. Provide products equal to: H.B. Fuller Co. – Foster 40-80.

Fiberboard Drums: Provide heavy duty leak tight fiberboard drums with tight sealing locking metal tops.

Paper board Boxes: Provide heavy duty corrugated paper board boxes coated with plastic or wax to retard deterioration from moisture. Provide in sizes that will easily fit in disposal bags.

Felt: Standard felt approximately 1/16" thick and 36" to 72" in width.

PART 3 - EXECUTION

SECONDARY BARRIER:

Secondary Barrier: Over the Primary Barrier, install as a drop cloth a clear 6 mil sheet plastic in all areas where asbestos removal work is to be carried out. Completely cover floor with sheet plastic. Where the work is within 10'-0" of a wall extend the Secondary Barrier up wall to ceiling. Support sheet plastic on wall with duct tape, seal top of Secondary plastic to Primary Barrier with duct tape so that debris is unable to get behind it. Provide cross strips of duct tape at wall support as necessary to support sheet plastic and prevent its falling during removal operations.

Install Secondary Barrier at the beginning of each work shift. Install only sufficient plastic for work of that shift.

Remove Secondary Barrier at end of each work shift or as work in an area is completed. Fold plastic toward center of sheet and pack in disposal bags. Keep material on sheet continuously wet until bagged.

WORKER PROTECTION:

Before beginning work with any material for which a Safety Data Sheet has been submitted provide workers with the required protective equipment. Require that appropriate protective equipment be used at all times.

WET REMOVAL:

Thoroughly wet to satisfaction of Owner's Representative Asbestos-Containing Materials to be removed prior to stripping and/or tooling to reduce fiber dispersal into the air. Accomplish wetting by a fine spray (mist) of amended water or removal encapsulant. Saturate material sufficiently to wet to the substrate without causing excess dripping.

Allow time for amended water or removal encapsulant to penetrate material thoroughly. If amended water is used, spray material repeatedly during the work process to maintain a continuously wet condition. If a removal encapsulant is used, apply in strict accordance with manufacturer's written instructions. Perforate outer covering of any installation which has been painted and/or jacketed in order to allow penetration of amended water or removal encapsulant, or use injection equipment to wet material under the covering. Where necessary, carefully strip away while simultaneously spraying amended water or removal encapsulant on the installation to minimize dispersal of asbestos fibers into the air.

Mist work area continuously with amended water whenever necessary to reduce airborne fiber levels.

Remove saturated Asbestos-Containing Material in small sections from all areas. Do not allow material to dry out. As it is removed, simultaneously pack material while still wet into disposal bags. Twist neck of bags, bend over and seal with minimum three wraps of duct tape. Clean outside and move to Wash Down Station adjacent to Material Decontamination Unit.

Evacuate air from disposal bags with a HEPA filtered vacuum cleaner before sealing.

Pipe Insulation: Spray with a mist of amended water or removal encapsulant. Allow amended water or removal encapsulant to saturate material to substrate. If a removal encapsulant is used, use in strict accordance with manufacturer's instructions. Cut bands holding preformed pipe insulation, slit jackets at seams, remove and hand-place in a disposal bag. Remove job-molded fitting insulation in chunks and hand place in a disposal bag. Do not drop to floor. Remove any residue on pipe or fitting with stiff bristle nylon hand brush. In locations where pipe fitting insulation is removed from pipe with straight runs insulated with fibrous glass or other non-asbestos-containing fibrous material, remove fibrous material 6" from the point where it contacts the asbestos-containing insulation.

LOCALIZED CONTROL OF MATERIAL RELEASE:

Pipe Insulation: HEPA vacuum surface of pipe insulation. Cut bands holding preformed pipe insulation, slit jackets at seams while holding HEPA vacuum under cut, remove and hand-place in a disposal bag. Remove job-molded fitting insulation in chunks, using nozzle of HEPA vacuum to collect debris generated, and hand-place in a disposal bag. Do not drop to floor. Remove any residue on pipe or fitting with wire brush. Brushing toward the nozzle of a HEPA vacuum. In locations where pipe fitting insulation is removed from pipe with straight runs insulated with fibrous glass or other non-asbestos-containing fibrous material, remove fibrous material 6" from the point where it contacts the asbestos-containing insulation. Use a two worker crew for work, with one worker removing material and one worker holding the nozzle of a HEPA vacuum in the location of disturbance.

END OF SECTION 02 82 13.05

SECTION 02 82 17 - TEMPORARY ENCLOSURES

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-01 Specification Sections, apply to work of this section.

SUBMITTALS:

Before Start of Work submit the following to the Owner's Representative for review. Do not begin work until these submittals are returned with the Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use.

Spray Cement: Submit following:

Product description including major components and solvents.

Manufacturer's installation instructions. Indicate portions applicable to the project.

Safety Data Sheet: Submit the Safety Data Sheet, or equivalent, in accordance with the OSHA Hazard Communication Standard (29 CFR 1910.1200) for spray cement material proposed for use on the work. Include a separate attachment for each sheet indicating the specific worker protective equipment proposed for use with the material indicated.

Sheet Plastic: For fire retardant plastic submit test reports on NFPA 701 test.

Signs: Submit samples of signs to be used.

PART 2 - PRODUCTS

SHEET PLASTIC:

Polyethylene Sheet: A single polyethylene film in the largest sheet size possible to minimize seams, 4.0 or 6.0 mil thick as indicated, clear, frosted, or black as indicated.

MISCELLANEOUS MATERIALS:

Duct Tape: Provide duct tape in 2" or 3" widths as indicated, with an adhesive which is formulated to stick aggressively to sheet polyethylene.

Spray Cement: Provide spray adhesive in aerosol cans which is specifically formulated to stick tenaciously to sheet polyethylene.

PART 3 - EXECUTION

SEQUENCE OF WORK:

Carry out work of this section sequentially. Complete each activity before proceeding to the next.

GENERAL:

Work Area: the location where asbestos-abatement work occurs. It is a variable of the extent of work of the Contract. It may be a portion of a room, a single room, or a complex of rooms. A "Work Area" is considered contaminated during the work, and must be isolated from the balance of the building, and decontaminated at the completion of the asbestos-control work.

Completely isolate the Work Area from other parts of the building so as to prevent asbestos-containing dust or debris from passing beyond the isolated area. Should the area beyond the Work Area(s) become contaminated with asbestos-containing dust or debris as a consequence of the work, clean those areas in accordance with the procedures indicated in Section 02 82 19 – Project Decontamination. Perform all such required cleaning or decontamination at no additional cost to owner.

Place all tools, scaffolding, staging, etc. necessary for the work in the area to be isolated prior to completion of Work Area isolation.

Remove all removable furniture that has been designated uncontaminated by the Contract Documents or Owner's Representative. Also remove uncontaminated equipment, and/or supplies from the Work Area before commencing work, or completely cover with two (2) layers of polyethylene sheeting, at least 6 mil in thickness, securely taped in place with duct tape. Such furniture and equipment shall be considered outside the work area unless covering plastic or seal is breached.

Disable ventilating systems or any other system bringing air into or out of the Work Area. Disable system by disconnecting wires, removing circuit breakers, by lockable switch or other positive means that will prevent accidental premature restarting of equipment.

Lockout power to Work Area by switching off all breakers serving power or lighting circuits in work area. Label breakers with tape over breaker with notation "DANGER circuit being worked on". Lock panel and have all keys under control of Contractor's Superintendent of Owner's designated Representative.

Lockout power to circuits running through work area wherever possible by switching off all breakers or removing fuses serving these circuits. Label breakers with tape over breaker with notation "DANGER circuit being worked on". Lock panel and have all keys under control of contractor's superintendent or owner's designated representative. If circuits cannot be shut down for any reason, label at intervals 4'-0" on center with tags reading, "DANGER live electric circuit. Electrocution hazard." Label circuits in hidden locations but which may be affected by the work in a similar manner.

Inspection Windows: Install inspection windows in locations shown on the plans or as directed by the Owner's Representative. Each inspection window is to have a 24" X 24" viewing area fabricated from 1/4" acrylic or polycarbonate sheet. Install window with top at 6'-6" above floor height in a manner that provides unobstructed vision from outside to inside of the Work Area. Protect window from damage from scratching, dirt or any coatings used during the work. A sufficient number of windows are to be installed to provide observation of all portions of the Work Area that can be made visible from adjacent areas. The buildings exterior windows may be use for inspection windows.

EMERGENCY EXITS:

Provide emergency exits and emergency lighting as set forth below:

Emergency Exits: At each existing exit door from the Work Area provide the following means for emergency exiting:

Arrange exit door so that it is secure from outside the Work area but permits exiting from the Work Area.

Mark outline of door on Primary and Critical Barriers with luminescent paint at least 1" wide. Hang a razor knife on a string beside outline. Arrange Critical and Primary barriers so that they can be easily cut with one pass of razor knife. Paint words "EMERGENCY EXIT" inside outline with luminescent paint in letters at least one foot high and 2" thick.

Provide lighted EXIT sign at each exit.

Provide battery-operated emergency lighting that switches on automatically in the event of a power failure.

CONTROL ACCESS:

Isolate the Work Area to prevent entry by building occupants into Work Area or surrounding controlled areas. Accomplish isolation by the following:

Submit to Owner's Representative a list of doors and other openings that must be secured to isolate Work Area. Include on list notation if door or opening is in an indicated exit route.

Locked Access: Arrange Work Area so that the only access into Work Area is through lockable doors to personnel and equipment decontamination units.

Provide Warning Signs at each locked door leading to Work Area reading as follows:

Print text in both English and Spanish:

<u>Legend</u>	<u>Notation</u>
KEEP OUT	3" Sans Serif Gothic or Block
BEYOND THIS POINT	1" Sans Serif Gothic or Block
ASBESTOS ABATEMENT WORK	1" Sans Serif Gothic or Block
IN PROGRESS	1" Sans Serif Gothic or Block
BREATHING ASBESTOS DUST MAY BE HAZARDOUS TO YOUR HEALTH	14 Point Gothic

Provide Warning Signs at each locked door leading to Work Area reading as follows:

<u>Legend</u>	<u>Notation</u>
KEEP OUT	3" Sans Serif Gothic or Block
CONSTRUCTION	1" Sans Serif Gothic or Block
WORK AREA	1" Sans Serif Gothic or Block
PROTECTIVE CLOTHING REQUIRED BEYOND THIS POINT	14 Point Gothic

Immediately inside door and outside critical barriers post an approximately 20 inch by 14 inch manufactured caution sign displaying the following legend with letter sizes and styles of a visibility required by 29 CFR 1926:

LEGEND

DANGER

ASBESTOS

CANCER AND LUNG DISEASE HAZARD
RESPIRATORS AND PROTECTIVE CLOTHING ARE REQUIRED
IN THIS AREA

Provide spacing between respective lines at least equal to the height of the respective upper line.

ALTERNATE METHODS OF ENCLOSURE:

Alternate methods of containing the Work Area may be submitted to the Owner's Representative for approval. Do not proceed with any such method(s) without prior written approval of the Owner's Representative.

RESPIRATORY AND WORKER PROTECTION:

Before proceeding beyond this point in providing Temporary Enclosures:

Provide Worker Protection per Section 02 82 07

Provide Respiratory Protection per Section 02 82 08

Provide Personnel Decontamination Unit per Section 02 82 19

CRITICAL BARRIERS:

Completely Separate the Work Area from other portions of the building, and the outside by closing all openings with sheet plastic barriers at least 6 mil in thickness, or by sealing cracks leading out of Work Area with duct tape.

Individually seal all ventilation openings (supply and exhaust), lighting fixtures, clocks, doorways, windows, convectors and speakers, and other openings into the Work Area with duct tape alone or with polyethylene sheeting at least 6 mil in thickness, taped securely in place with duct tape. Maintain seal until all work including Project Decontamination is completed. Take care in sealing of lighting fixtures to avoid melting or burning of sheeting.

Provide Sheet Plastic barriers at least 6 mil in thickness as required to seal openings completely from the Work Area into adjacent areas. Seal the perimeter of all sheet plastic barriers with duct tape or spray cement.

Mechanically Support sheet plastic independently of duct tape or spray cement seals so that seals do not support the weight of the plastic. Following are acceptable methods of supporting sheet plastic barriers. Alternative support methods may be used if approved in writing by the Owner's Representative.

Plywood squares 6" x 6" x 3/8" held in place with one 6d smooth masonry nail or electro-galvanized common nail driven through center of the plywood and duct tape on plastic so that plywood clamps plastic to the wall. Locate plywood squares at each end, corner and at maximum 4 feet on centers.

Provide Pressure Differential System per Section 02 82 16 – Engineering Control of Asbestos Containing Materials.

Clean housings and ducts of all overspray materials prior to erection of any Critical Barrier that will restrict access.

PREPARE AREA:

Scaffolding: If fixed scaffolding is to be used to provide access HEPA vacuum and wet clean area prior to scaffolding installation.

Remove all electrical and mechanical items, such as lighting fixtures, clocks, diffusers, registers, escutcheon plates, etc. which cover any part of the surface to be worked on with the work.

Remove all general construction items such as cabinets, casework, door and window trim, moldings, ceilings, trim, etc., which cover the surface of the work as required to prevent interference with the work. Clean, decontaminate and reinstall all such materials, upon completion of all removal work with materials, finishes, and workmanship to match existing installations before start of work.

Clean All Surfaces In Work Area with a HEPA filtered vacuum or by wet wiping prior to the installation of primary barrier.

PRIMARY BARRIER:

Protect building and other surfaces in the Work Area from damage from water and high humidity or from contamination from asbestos-containing debris, slurry or high airborne fiber levels by covering with a primary barrier as described below.

Sheet Plastic: Protect surfaces in the Work Area with two (2) layers of plastic sheeting on floor and walls, or as otherwise directed on the Contract Drawings or in writing by the Owner's Representative. Perform work in the following sequence.

Cover Floor of Work Area in the Crawl Space Areas with at least one layer of 6 mil. poly as a drop cloth.

Cover all walls in Work Area including "Critical Barrier" sheet plastic barriers with two layers of polyethylene sheeting, at least 6 mil in thickness, mechanically supported and sealed with duct tape or spray-glue in the same manner as "Critical Barrier" sheet plastic barriers. Tape all joints including the joining with the floor covering with duct tape or as otherwise indicated on the Contract Documents or in writing by the Owner's Representative.

Stairs and Ramps: Do not cover stairs or ramps with unsecured sheet plastic. Where stairs or ramps are covered with plastic, provide 3/4" exterior grade plywood treads securely held in place, over plastic. Do not cover rungs or rails with any type of protective materials.

Repair of Damaged Polyethylene Sheeting: Remove and replace plastic sheeting which has been damaged by removal operations or where seal has failed allowing water to seep between layers. Remove affected sheeting and wipe down entire area. Install new sheet plastic only when area is completely dry.

STOP WORK:

If the Critical or Primary barrier falls or is breached in any manner stop work immediately. Do not start work until authorized in writing by the Owner's Representative.

EXTENSION OF WORK AREA:

Extension of Work Area: If the Critical Barrier is breached in any manner that could allow the passage of asbestos debris or airborne fibers, then add affected area to the Work Area, enclose it as required by this Section of the specification and decontaminate it as described in Section 02 82 19 Project Decontamination.

See enclosed schematic drawings for additional information.

END OF SECTION 02 82 17

SECTION 02 82 18 – TEMPORARY FACILITIES

PART 1 - GENERAL

RELATED DOCUMENTS:

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

DESCRIPTION OF REQUIREMENTS:

General: Provide temporary connection to existing building utilities or provide temporary facilities as required herein or as necessary to carry out the work.

SUBMITTALS

Before the Start of Work: Submit the following to the Owner's Representative for review. Begin no work until these submittals are returned with Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use or final-but-restricted use.

Scaffolding: submit list of rolling and fixed scaffolding intended for use on the project. Submit sufficient detail to indicate compliance with applicable worker safety regulations or other requirements.

PART 2 - PRODUCTS

MATERIALS AND EQUIPMENT:

General: Provide new or used materials and equipment that are undamaged and in serviceable condition. Provide only materials and equipment that are recognized as being suitable for the intended use, by compliance with appropriate standards.

SCAFFOLDING:

Provide all scaffolding, ladders and/or staging, etc. as necessary to accomplish the work of this contract. Scaffolding may be of suspension type or standing type such as metal tube and coupler, tubular welded frame, pole or outrigger type or cantilever type. The type, erection and use of all scaffolding shall comply with all applicable OSHA provisions.

WATER SERVICE:

Temporary Water Service Connection: All connections to the Owner's water system shall include backflow protection. Valves shall be temperature and pressure rated for operation of the temperatures and pressures encountered. After completion of use, connections and fittings shall be removed without damage or alteration to existing water piping and equipment. Leaking or dripping valves shall be piped to the nearest drain or located over an existing sink or grade where water will not damage existing finishes or equipment.

Water Hoses: Employ heavy-duty abrasion-resistant hoses with a pressure rating greater than the maximum pressure of the water distribution system to provide water into each work area and to each Decontamination Unit. Provide fittings as required to allow for connection to existing wall hydrants or spouts, as well as temporary water heating equipment, branch piping, showers, shut-off nozzles and equipment.

Hot Water Heater: Provide UL rated electric hot water heater to supply hot water for the Decontamination Unit shower. Activate from 30 amp circuit breaker located within the Decontamination Unit subpanel. Provide with relief valve compatible with water heater operation; pipe relief valve down to drip pan on floor. Wiring of the hot water heater shall be in compliance with NEMA, NECA, and UL standards.

ELECTRICAL SERVICE:

General: Comply with applicable NEMA, NECA and UL standards and governing regulations for materials and layout of temporary electric service.

Temporary Power: Provide service to Decontamination Unit subpanel with minimum 60 amp, 2 pole circuit breaker or fused disconnect connected to the buildings main distribution panel. Subpanel and disconnect shall be sized and equipped to accommodate all electrical equipment required for completion of the work.

Voltage Differences: Provide identification warning signs at power outlets which are other than 110-120 volt power. Provide polarized outlets for plug-in type outlets, to prevent insertion of 110-120 volt plugs into higher voltage outlets. Dry type transformers shall be provided where required to provide voltages necessary for work operations.

Ground Fault Protection: Equip all circuits for any purpose entering Work Area with ground fault circuit interrupters (GFCI). Locate GFCI's exterior to Work Area so that all circuits are protected prior to entry to Work Area. Provide circuit breaker type ground fault circuit interrupters (GFCI) equipped with test button and reset switch for all circuits to be used for any purpose in work area, decontamination units, exterior, or as otherwise required by national electrical code, OSHA or other authority. Locate in panel exterior to Work Area.

Electrical Power Cords: Use only grounded extension cords; use "hard-service" cords where exposed to abrasion and traffic. Use single lengths or use waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas of work.

Lamps and Light Fixtures: Provide general service incandescent lamps or fluorescent lamps of wattage indicated or required for adequate illumination as required by the work or this section. Protect lamps with guard cages or tempered glass enclosures, where fixtures are exposed to breakage by construction operations. Provide vapor tight fixtures in work area and decontamination units. Provide exterior fixtures where fixtures are exposed to the weather or moisture.

FIRST AID:

First Aid Supplies: Comply with governing regulations and recognized recommendations within the construction industry.

FIRE EXTINGUISHERS:

Fire Extinguishers: Provide Type "A" fire extinguishers for temporary offices and similar spaces where there is minimal danger of electrical or grease-oil-flammable liquid fires. In other locations provide type "ABC" dry chemical extinguishers, or a combination of several extinguishers of NFPA recommended types for the exposures in each case.

PART 3 - EXECUTION

INSTALLATION, GENERAL:

General: Use qualified tradesmen for installation of temporary services and facilities. Locate temporary services and facilities where they will serve the entire project adequately and result in minimum interference

with the performance of the Work.

Require that tradesmen accomplishing this work be licensed as required by local authority for the work performed.

Relocate, modify and extend services and facilities as required during the course of work so as to accommodate the entire work of the project.

WATER SERVICE:

General: Water connection (without charge) to Owner's existing potable water system is limited to one 3/4" pipe-size connection, and a maximum flow of 10 gpm each to hot and cold water supply. Install using vacuum breakers or other backflow preventer as required by local authority. Hot water shall be supplied at a minimum temperature of 100 F. Supply hot and cold water to the Decontamination Unit in accordance with Section 02 82 19. In addition, water shall be supplied for the following uses:

Maintain hose connections and outlet valves in leak proof condition. Where finish work below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize the possibility of water damage. Drain water promptly from pans as it accumulates.

ELECTRICAL SERVICE:

General: Provide a weatherproof, grounded temporary electric power service and distribution system of sufficient size, capacity, and power characteristics to accommodate performance of work during the construction period. Install temporary lighting adequate to provide sufficient illumination for safe work and traffic conditions in every area of work.

Lockout: Lockout all existing power to or through the work area as described below. Unless specifically noted otherwise existing power and lighting circuits to the Work Area are not to be used. All power and lighting to the Work Area and Decontamination facilities are to be provided from temporary electrical panel described below.

Lockout power to Work Area by switching off all breakers serving power or lighting circuits in work area. Label breakers with tape over breaker with notation "DANGER circuit being worked on". Lock panel and have all keys under control of Contractor's Superintendent or Owner's designated Representative.

Lockout power to circuits running through Work Area wherever possible by switching off all breakers serving these circuits. Label breakers with tape over breaker with notation "DANGER circuit being worked on". Sign and date danger tag. Lock panel and supply keys to Contractor, Owner and Owner's Representative. If circuits cannot be shut down for any reason, label at intervals 4'-0" on center with tags reading, "DANGER live electric circuit. Electrocution hazard."

Temporary Electrical Panel: Provide temporary electrical panel sized and equipped to accommodate all electrical equipment and lighting required by the work. Connect temporary panel to existing building electrical system. Protect with circuit breaker or fused disconnect. Locate temporary panel as directed by Owner or Owner's Representative.

Power Distribution System: Provide circuits of adequate size and proper characteristics for each use. In general run wiring overhead, and rise vertically where wiring will be at least exposed to damage from construction operations.

Circuit Protection: Protect each circuit with a ground fault circuit interrupter (GFCI) of proper size located in the temporary panel. Do not use outlet type GFCI devices.

Temporary Wiring: in the Work Area shall be type UF non-metallic sheathed cable located overhead and

exposed for surveillance. Do not wire temporary lighting with plain, exposed (insulated) electrical conductors. Provide liquid tight enclosures or boxes for wiring devices.

Number of Branch Circuits: Provide sufficient branch circuits as required by the work. All branch circuits are to originate at temporary electrical panel. At minimum provide the following:

One Circuit for each HEPA filtered fan unit

For power tools and task lighting, provide one temporary 4-gang outlet in the following locations. Provide a separate 110-120 Volt, 20 Amp circuit for each 4-gang outlet (4 outlets per circuit).

One outlet in the work area for each 2500 square feet of work area

One outlet at each decontamination unit, located in equipment room

110-120 volt 20 amp branch circuits with 4-gang outlet for Owner's exclusive use while conducting air sampling during the work as follows:

One in each work area

One at clean side of each Decontamination Unit.

One at each exhaust location for HEPA filtered fan units

110-120 volt 20 amp branch circuits with 4-gang outlet for Owner's exclusive use for conducting final air sampling as set forth in Section 02 82 26 - Work Area Clearance as follows:

Five inside work area

Five outside work area in location designated by Owner's Representative

TEMPORARY LIGHTING:

Lockout: Lock out all existing power to lighting circuits in Work Area as described in section 02 82 17 Temporary Enclosures. Unless specifically noted otherwise existing lighting circuits to the Work Area are not to be used. All lighting to the Work Area and Decontamination facilities is to be provided from temporary electrical panel described above.

Provide the following or equivalent where natural lighting or existing building lighting does not meet the required light level:

One 200-watt incandescent lamp per 1000 square feet of floor area, uniformly distributed, for general construction lighting, or equivalent illumination of a similar nature. In corridors and similar traffic areas provide one 100-watt incandescent lamp every 50 feet. In stair ways and at ladder runs, provide one lamp minimum per story, located to illuminate each landing and flight. Provide sufficient temporary lighting to ensure proper workmanship everywhere; by combined use of daylight, general lighting, and portable plug-in task lighting.

Provide lighting in areas where work is being performed as required to supply a 100 foot candle minimum light level.

Provide lighting in any area being subjected to a visual inspection as required to supply a 100 foot candle minimum light level.

Provide lighting in the Decontamination Unit as required to supply a 50 foot candle minimum light level.

Number of Lighting Circuits: Provide sufficient lighting circuits as required by the work. All lighting circuits are

to originate at temporary electrical panel.

Circuit Protection: Protect each circuit with a ground fault circuit interrupter (GFCI) of proper size located in the temporary panel.

FIRE EXTINGUISHERS:

Fire Extinguishers: Comply with the applicable recommendations of NFPA Standard 10 "Standard for Portable Fire Extinguishers". Locate fire extinguishers where they are most convenient and effective for their intended purpose, but provide not less than one extinguisher in each Work Area in Equipment Room and One outside Work Area in Clean Room.

END OF SECTION 02 82 18

SECTION 02 82 19 - DECONTAMINATION UNITS

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-01 Specification sections, apply to work of this section.

DESCRIPTION OF WORK:

Provide separate Personnel and Equipment Decontamination facilities. Require that the Personnel Decontamination Unit be the only means of ingress and egress for the Work Area. Require that all materials exit the Work Area through the Equipment Decontamination Unit.

RELATED WORK SPECIFIED ELSEWHERE:

Refer to Section 02 82 18 - Temporary Facilities - Asbestos Abatement for electrical requirements and requirements relative to connection of decontamination facilities to building systems such as water, sewer, and electrical.

SUBMITTALS

Before the Start of Work: Submit the following to the Owner's Representative for review. Do not begin work until these submittals are returned with Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use or final-but-restricted use.

Personnel Decontamination Unit: Provide shop drawing showing location and assembly of personnel decontamination units.

Equipment Decontamination Unit: Provide shop drawing showing location and assembly of equipment decontamination units.

Shower Pan: Provide shop drawing.

Shower Walls: Provide product data.

Shower Head and Controls: Provide product data.

Filters: Provide product data and shop drawing of installation on decontamination unit.

Hose Bib: Provide product data.

Shower Stall: (equipment decontamination) for Wash Down Station provide product data and shop drawing showing and modifications.

Lumber: Provide product data on fire resistance treatment.

Sump Pump: Provide product data.

Signs: Submit samples of signs to be used.

PART 2 - PRODUCTS

Polyethylene Sheet: A single polyethylene film in the largest sheet size possible to minimize seams, 4.0 or 6.0 mil thick as indicated. Material shall be black.

Duct Tape: Provide duct tape in 2" or 3" widths as indicated, with an adhesive which is formulated to stick aggressively to sheet polyethylene.

Spray Adhesive: Provide spray adhesive in aerosol cans which is specifically formulated to stick tenaciously to sheet polyethylene.

Shower Pan: Provide one piece waterproof shower pan. Fabricate from seamless fiberglass (minimum 1/16" thick reinforced with wood), 18 ga. stainless or galvanized steel with welded seams, copper or lead with soldered seams. The size of the shower pan shall be 3' x 3' x 6" deep minimum for a work crew of 5 or less. Shower size shall be 4' x 8' x 6" deep minimum when more than 5 workers are used.

Shower Walls: Provide 8' long by approximately 7' high walls fabricated from rigid, impervious, waterproof material, either corrugated fiberglass roofing or equivalent. Structurally support as necessary for stability. Properly supported polyethylene walls may be acceptable

Shower Head and Controls: Provide a factory-made shower head producing a spray of water which can be adjusted for spray size and intensity. Feed shower with water mixed from hot and cold supply lines. Arrange so that control of water temperature, flow rate, and shut off is from inside shower without outside aid. No more than five (5) workers will be allowed per shower head.

Filters: Provide cascaded filter units on drain lines from showers or any other water source carrying asbestos-contaminated water from the Work Area. Provide units with disposable filter elements as indicated below. Connect so that discharged water passes primary filter and output of primary filter passes through secondary filter. Discharged water where approved by the owner's representative.

Primary Filter - Passes particles 20 microns and smaller

Secondary Filter - Passes particles 5 microns and smaller

Hose Bib: Provide heavy bronze angle type with wheel handle, vacuum breaker, and 3/4" National Standard male hose outlet.

Shower Stall: For Wash Down Station provide leak tight shower enclosure with integrated drain pan fabricated from fiberglass or other durable waterproof material, approximately 3' x 3' square with minimum 6' high sides and back. Structurally support as necessary for stability. Equip with hose bib, as specified in this section, mounted at approximately 4'-0" above drain pan. Connect drain to a reservoir, pump water from reservoir through filters to a drain. Mount filters inside shower stall on back wall beneath hose bib.

Lumber: Provide kiln dried lumber of any grade or species. Lumber shall be fire resistance treated when flame resistant polyethylene is specified.

Sump Pump: Provide totally submersible waterproof sump pump with integral float switch. Provide unit sized to pump 2 times the flow capacity of all showers or hoses supplying water to the sump, through the filters specified herein when they are loaded to the extent that replacement is required. Provide unit capable of pumping debris, sand, plaster or other materials washed off during decontamination procedures without damage to mechanism of pump. Adjust float switch so that a minimum of 3" remains between top of liquid and top of sump pan.

PART 3 - EXECUTION

PERSONNEL DECONTAMINATION UNIT:

Provide a Personnel Decontamination Unit consisting of a serial arrangement of connected rooms or spaces,

Changing Room, Drying Room, Shower Room, Equipment Room. Require all persons without exception to pass through this Decontamination Unit for entry into and exiting from the Work Area for any purpose. Do not allow parallel routes for entry or exit. Do not remove equipment or materials through Personnel Decontamination Unit. Provide temporary lighting within Decontamination Units as necessary to reach a lighting level of 100 foot candles.

Changing Room (clean room): Provide a room that is physically and visually separated from the rest of the building for the purpose of changing into protective clothing.

Construct using polyethylene sheeting, at least 6 mil in thickness, to provide an airtight seal between the Changing Room and the rest of the building.

Locate so that access to Work Area from Changing Room is through Shower Room.

Separate Changing Room from the building by a sheet plastic flapped doorway.

Require workers to remove all street clothes in this room, dress in clean, disposable coveralls, and don respiratory protection equipment. Do not allow asbestos-contaminated items to enter this room. Require Workers to enter this room either from outside the structure dressed in street clothes, or naked from the showers.

An existing room may be utilized as the Changing Room if it is suitably located and of a configuration whereby workers may enter the Changing Room directly from the Shower Room. Protect all surfaces of room with sheet plastic as set forth in Section 02 82 17 Temporary Enclosures. Authorization for this must be obtained from the Owner's Representative in writing prior to start of construction. Submit written request detailing layout and protective measures proposed.

Maintain floor of changing room dry and clean at all times. Do not allow overflow water from shower to wet floor in changing room.

Damp wipe all surfaces twice after each shift change with a disinfectant solution.

Provide posted information for all emergency phone numbers and procedures.

Provide 1 storage locker per employee.

Provide all other components indicated on the contract drawings.

Airlock: Provide an airlock between Drying Room and Changing Room. This is a transit area for workers. Separate this room from Drying Room and Changing Room by sheet plastic flapped doorways.

Separate this room from the rest of the building with airtight walls fabricated of 6 mil polyethylene.

Separate this room from the Drying and Changing Rooms with airtight walls fabricated of 6 mil polyethylene.

Drying Room: Provide a drying room as an airlock and a place for workers to dry after showering.

Construct room by providing a pan continuous with or draining to Shower Room pan. Install a freely draining wooden or non-skid metal floor in pan at elevation of top of pan.

Separate this room from the rest of the building with airtight walls fabricated of 6 mil polyethylene.

Separate this room from the Changing Room and Shower Room with airtight walls fabricated of 6 mil polyethylene.

Separate from Changing Room by a sheet plastic flapped doorway.

Provide a continuously adequate supply of disposable bath towels.

Shower Room: Provide a completely watertight operational shower to be used for transit by cleanly dressed workers heading for the Work Area from the Changing Room, or for showering by workers headed out of the Work Area after undressing in the Equipment Room.

Construct room by providing a shower pan and 2 shower walls in a configuration that will cause water running down walls to drip into pan. Install a freely draining wooden floor in shower pan at elevation of top of pan.

Separate this room from the rest of the building with airtight walls fabricated of 6 mil polyethylene.

Separate this room from the Drying Room and Airlock with airtight walls fabricated of 6 mil polyethylene. Provide shower head and controls.

Provide temporary extensions of existing hot and cold water and drainage, as necessary for a complete and operable shower.

Provide a soap dish and a continuously adequate supply of soap and maintain in sanitary condition.

Arrange so that water from showering does not splash into the Changing or Equipment Rooms.

Arrange water shut off and drain pump operation controls so that a single individual can shower without assistance from either inside or outside of the Work Area.

Provide flexible hose shower head.

Pump waste water to drain as approved by the owner's representative. If pumped to drain, provide 20 micron and 5 micron waste water filters in line to drain or waste water storage. Change filters daily or more often if necessary. Locate filters inside shower unit so that water lost during filter changes is caught by shower pan.

Provide hose bib.

Provide all other items indicated on contract drawings.

Airlock: Provide an airlock between Shower Room and Equipment Room. This is a transit area for workers. Separate this room from Equipment Room by a sheet plastic flap doorway.

Separate this room from the rest of the building with airtight walls fabricated of 6 mil polyethylene.

Separate this room from the Equipment Room and Shower Room with airtight walls fabricated of 6 mil polyethylene.

Separate from Equipment Room by a sheet plastic flapped doorway.

Equipment Room (contaminated area): Require work equipment, footwear and additional contaminated work clothing to be left here. This is a change and transit area for workers.

Separate this room from the Work Area by a 6 mil polyethylene flapped doorway.

Separate this room from the rest of the building with airtight walls fabricated of 6 mil polyethylene.

Separate this room from the Shower Room and Work Area with airtight walls fabricated of 6 mil polyethylene.

Provide a drop cloth layer of sheet plastic on floor in the Equipment Room for every shift change expected. Roll drop cloth layer of plastic from Equipment Room into Work Area after each shift change. Replace before next shift change. Provide a minimum of two (2) layers of plastic at all times. Use only clear plastic to cover floors.

Decontamination Sequence: Require that all workers adhere to the following sequence when entering or

leaving the Work Area.

Entering Work Area: Worker enters Changing Room and removes street clothing, puts on clean disposable overalls and respirator, and passes through the Shower Room into the Equipment Room.

Any additional clothing and equipment left in Equipment Room needed by the worker are put on in the Equipment Room.

Worker proceeds to Work Area.

Exiting Work Area:

Before leaving the Work Area, require the worker to remove all gross contamination and debris from overalls and feet.

The worker then proceeds to the Equipment Room and removes all clothing except respiratory protection equipment.

Extra work clothing such as boots, hard hats, goggles, gloves are to be stored in contaminated end of the Equipment Room.

Disposable coveralls are placed in a bag for disposal with other material.

Require that Decontamination procedures found in Section 02 82 07 be followed by all individuals leaving the Work Area.

After showering, the worker moves to the Changing Room and dresses in either new coveralls for another entry or street clothes if leaving.

EQUIPMENT DECONTAMINATION UNIT:

Provide an Equipment Decontamination Unit consisting of a serial arrangement of rooms, Clean Room, Holding Room, Wash Room for removal of equipment and material from Work Area. Do not allow personnel to enter or exit Work Area through Equipment Decontamination Unit.

Arrange with airlocks between rooms as required below.

Wash Down Station: Provide an enclosed Shower Unit located in Work Area just outside Wash Room as an equipment, bag and container cleaning station.

Fabricate waterproof floor extending 6' - 0" beyond Wash Down station in all directions. Install seamless waterproof membrane over area and extend over curbs on all four sides. Form curbs from 2" x 4" lumber laid on the flat.

Waterproof membrane is to be fabricated from minimum 10 mil polyethylene.

Do not allow water to collect on waterproof membrane. Remove continuously with a wet vacuum or mops.

Wash Room: provide wash room for cleaning of bagged or containerized asbestos-containing waste materials passed from the Work Area.

Construct wash room of nominal 2" x wood framing and polyethylene sheeting, at least 6 mil in thickness and located so that packaged materials, after being wiped clean, can be passed to the Holding Room. Separate this room from the Work Area by a single flapped door of 6 mil polyethylene sheeting.

Provide a drop cloth layer of plastic on floor in the Wash Room for every load-out operation. Roll this drop cloth layer of plastic from Wash Room into Work Area after each load-out. Provide a minimum of two (2)

layers of plastic at all times. Use only clear plastic to cover floors.

Airlock: Provide an airlock between Wash Room and Holding Room. This is a transit area. Separate this room from adjacent spaces by a sheet plastic flapped doorway.

Separate this room from the rest of the building and adjacent spaces with airtight walls fabricated of 6 mil polyethylene.

Holding Room: Provide Holding Room as a drop location for bagged asbestos-containing materials passed from the Wash Room. Construct Holding Room of nominal 2" x wood framing and polyethylene sheeting, at least 6 mil in thickness and located so that bagged materials cannot be passed from the Wash Room through the Holding Room to the Clean Room.

Separate this room from the adjacent rooms by flapped doors fabricated from 6 mil sheet plastic.

Load-out Area: The load-out area is the transfer area from the building to a truck or dumpster. It may be the Clean Room of the Equipment Decontamination unit or a separate room or loading dock area. When load-out is not direct from the holding area to the truck, extra precautions must be implemented and approved by the owner's representatives.

Decontamination Sequence: Take all equipment or material from the Work Area through the Equipment Decontamination Unit according to the following procedure:

At washdown station, thoroughly wet clean contaminated equipment or sealed polyethylene bags and pass into Wash Room.

When passing equipment or containers into the Wash Room, close all doorways of the Equipment Decontamination Unit, other than the doorway between the Washdown Station and the Wash Room. Keep all outside personnel clear of the Equipment Decontamination Unit.

Once inside the washroom, wet clean the bags and/or equipment.

When cleaning is complete pass items into Holding Room. Close all doorways except the doorway between the Holding room and the Clean Room.

Workers from the building exterior enter Holding Area and remove decontaminated equipment and/or containers for disposal.

Require these workers to wear full protective clothing and appropriate respiratory protection.

At no time is a worker from an uncontaminated area to enter the enclosure when a removal worker is inside.

CONSTRUCTION OF THE DECONTAMINATION UNITS:

Walls and Ceiling: Construct airtight walls and ceiling using polyethylene sheeting, at least 6 mil in thickness. Attach to existing building components or a temporary framework.

Floors: Use 2 layers (minimum) of 6 mil polyethylene sheeting to cover floors in all areas of the Decontamination Units. Use only clear plastic to cover floors.

Flap Doors: Fabricated from three (3) overlapping sheets with openings a minimum of three feet (3') wide. Configure so that sheeting overlaps adjacent surfaces. Weigh sheets at bottoms as required so that they quickly close after being released. Put arrows on sheets to indicate direction of overlap and/or travel. Provide a minimum of six feet (6') between entrance and exit of any room. Provide a minimum of three feet (3') between doors to airlocks.

If the Decontamination area is located within an area containing friable asbestos on overhead ceilings, ducts,

pipng, etc., provide the area with a minimum 1/4 inch hardboard or 1/2 inch plywood "ceiling" with polyethylene sheeting, at least 6 mil in thickness covering the top of the "ceiling".

Alternate methods of providing Decontamination facilities may be submitted to the Owner's Representative for approval. Do not proceed with any such method(s) without written authorization of the Owner's Representative.

Electrical: Provide subpanel at Changing Room to accommodate all removal equipment. Power subpanel directly from a building electrical panel. Connect all electrical branch circuits in Decontamination unit and particularly any pumps in shower room to a ground-fault circuit protection device.

CLEANING OF DECONTAMINATION UNITS:

Clean debris and residue from inside of Decontamination Units on a daily basis. Damp wipe or hose down all surfaces after each shift change. Clean debris from shower pans on a daily basis.

If the Changing Room of the Personnel Decontamination Unit becomes contaminated with asbestos-containing debris, abandon the entire Decontamination Unit and erect a new Decontamination Unit. Use the former Changing Room as an inner section of the new Equipment Room.

SIGNS:

Post an approximately 20 inch by 14 inch manufactured caution sign at each entrance to the Work Area displaying the following legend with letter sizes and styles of a visibility required by 29 CFR 1926:

LEGEND

DANGER

ASBESTOS

CANCER AND LUNG DISEASE HAZARD
RESPIRATORS AND PROTECTIVE CLOTHING ARE REQUIRED
IN THIS AREA

Provide spacing between respective lines at least equal to the height of the respective upper line.

Post an approximately 10 inch by 14 inch manufactured sign at each entrance to each Work Area displaying the following legend with letter sizes and styles of a visibility at least equal to the following:

LEGEND

NOTATION

NO FOOD, BEVERAGES OR TOBACCO PERMITTED

3/4" Block

ALL PERSONS SHALL DON PROTECTIVE
CLOTHING (COVERINGS) BEFORE
ENTERING THE WORK AREA

3/4" Block

ALL PERSONS SHALL SHOWER IMMEDIATELY
AFTER LEAVING WORK AREA AND BEFORE
ENTERING THE CHANGING AREA

3/4" Block

END OF SECTION 02 82 19

SECTION 02 82 25 - PROJECT DECONTAMINATION

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-01 Specification Sections, apply to work of this section.

DESCRIPTION OF REQUIREMENTS:

General: Decontamination of the Work Area following asbestos abatement.

Operation of the pressure differential system is used to remove airborne fibers generated by the abatement work.

RELATED WORK SPECIFIED ELSEWHERE:

Removal of Gross Debris is integral with the performance of abatement work and as such is specified in the appropriate work section(s) of these specifications.

Work Area Clearance: Air testing and other requirements which must be met before release of Contractor and reoccupancy of the work area are specified in Section 02 82 26 - Work Area Clearance.

SUBMITTALS:

Submit test report from an independent testing laboratory on the fire resistance rating of the assembly of the sprayback fireproofing on the lockback encapsulant used.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

GENERAL:

Work of This Section includes the decontamination of air in the Work Area which has been, or may have been, contaminated by the elevated airborne asbestos fiber levels generated during abatement activities, or which may previously have had elevated fiber levels due to friable asbestos-containing materials in the space.

Work of This Section includes the cleaning, decontamination, and removal of temporary facilities installed prior to abatement work, including:

Primary and Critical Barriers erected by work of Section 02 82 17

Decontamination Unit erected by work of Section 02 82 19

Pressure Differential System installed by work of Section 02 82 16

START OF WORK:

Previous Work: During completion of the asbestos abatement work specified in other sections, the Secondary

Barrier of polyethylene sheeting will have been removed and disposed of along with any gross debris generated by the asbestos abatement work.

Start of Work: Work of this section begins with the cleaning of the Primary Barrier. At start of work the following will be in place:

Critical Barrier: An airtight barrier between the Work Area and other portions of the building or the outside.

Pressure Differential System: In operation.

FIRST CLEANING:

First Cleaning: Carry out a first cleaning of all surfaces of the work area including items of remaining sheeting, tools, scaffolding and/or staging by use of damp-cleaning and mopping, and/or a High Efficiency Particulate Air (HEPA) filtered vacuum. Do not perform dry dusting or dry sweeping. Use each surface of a cleaning cloth one time only and then dispose of as contaminated waste. Continue this cleaning until there is no visible debris from removed materials or residue on plastic sheeting or other surfaces.

Remove All Filters in Air Handling System(s) and dispose of as asbestos-containing waste in accordance with requirements of Section 02 82 33 Disposal of Asbestos-Containing Waste Material.

Wait 96 Air Changes to allow HEPA filtered fan units to clean air of airborne asbestos fibers. Use oscillating fans to assure circulation of air in all parts of work areas during this period. Maintain Pressure Differential System in operation for the entire 96 air change period.

FINAL CLEANING:

Final Cleaning: Carry out a final cleaning of all surfaces in the Work Area in the same manner as the previous cleaning.

VISUAL INSPECTION: (Contractor)

96 Air Changes After Final Cleaning Perform a Complete Visual Inspection of the entire Work Area including: all surfaces, ceiling, walls, floor, decontamination unit, all plastic sheeting, seals over ventilation openings, doorways, windows, and other openings; look for debris from any sources, residue on surfaces, dust or other matter. During visual inspection sweep entire work area including walls, ceilings, ledges, floors, and other surfaces in the room with exhaust from forced air equipment (leaf blower with approximately 1 horsepower electric motor or equivalent). If any debris, residue, dust or other matter is found repeat final cleaning and continue decontamination procedure from that point. When the area is visually clean, and if after sweeping of all surfaces with leaf blower, no debris, residue, dust or other material is found, complete the certification at the end of this section. Visual inspection is not complete until confirmed in writing, on the certification, by the Contractor.

Temporary lighting: Provide a minimum of 100 foot candles of lighting on all surfaces in the areas to be subjected to visual inspection. Provide hand held lights providing 150 foot candles at 4 feet capable of reaching all locations in work area.

Lifts: Provide ladders, scaffolding, and lifts as required to provide access to all surfaces in the area to be subjected to visual inspection. Access is to allow touching of all surfaces.

Visual Inspection: (Owner's Representative)

After the contractor has signed off on the visual inspection form the owner's representative will visually inspect the work areas. He will use the contractor's forced air equipment to aid in checking for dust. Visual inspection is not complete until the owner's representative has signed the visual inspection form.

FINAL AIR SAMPLING TEM:

Transmission Electron Microscopy (TEM): After the work area is found to be visually clean, TEM air samples will be collected and analyzed in accordance with the procedure for Transmission Electron Microscopy set forth in Section 02 82 26 Work Area Clearance:

If Release Criteria are not met, repeat Final Cleaning and continue Decontamination procedure from that point.

If Release Criteria are met, proceed to work of Article on removal of Work Area isolation.

LOCKBACK: No lockback shall be used.

REMOVAL OF WORK AREA ISOLATION:

After all requirements of this section and Section 02 82 26 Work Area Clearance have been met:

Shut down and remove the Pressure Differential System. Seal HEPA filtered fan units, HEPA vacuums and similar equipment with 6 mil polyethylene sheet and duct tape to form a tight seal at intake end before being moved from Work Area.

Remove Personnel Decontamination Unit.

Remove all equipment, materials, debris from the work site.

Dispose of all asbestos-containing waste material.

SUBSTANTIAL COMPLETION OF ABATEMENT WORK:

Asbestos Abatement Work is Substantially Complete upon meeting the requirements of this section and Section 02 82 26 Work Area Clearance, including submission of:

Certificate of Visual Inspection

Receipts Documenting proper disposal as required.

CERTIFICATE OF VISUAL INSPECTION:

Following this section is a "Certificate of Visual Inspection". This certification is to be completed by the Contractor and certified by the Project Administrator. Submit completed Certificate with Application for Final Payment. Final payment will not be made until this Certification is executed.

CERTIFICATION OF VISUAL INSPECTION

PROJECT (NAME): NSU Prudhomme Hall Demolition

In accordance with Section 02 82 25 "Project Decontamination" the Contractor hereby certifies that he has visually inspected the Work Area (all surfaces including pipes, beams, ledges, walls, ceiling and floor, Decontamination Unit, sheet plastic, etc.) and has found no dust, debris or residue.

by: (Signature)_____

Date _____

(Print Name)_____

(Print Title)_____

PROJECT ADMINISTRATOR CERTIFICATION

The Project Administrator hereby certifies that he has accompanied the contractor on his visual inspection and verifies that this inspection has been thorough and to the best of his knowledge and belief, the Contractor's Certification above is a true and honest one.

by: (Signature)_____

Date _____

(Print Name)_____

(Print Title)_____

END OF SECTION 02 82 25

SECTION 02 82 26 - WORK AREA CLEARANCE

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division - 01 Specification Sections, apply to work of this section.

Visual Inspection: required as a prerequisite of air testing, is set forth in Section 02 82 25 - Project Decontamination.

Air Monitoring: performed by the Owner during abatement work, is described in Section - 02 82 06 Test Laboratory Services.

SUMMARY

Not in Contract Sum: This section describes work being performed by the Owner. The contractor is required to provide blower and fans for aggressive sampling.

This Section sets forth required post-abatement airborne asbestos concentrations in the Work Area and describes testing procedures the Owner will use to measure these levels.

CONTRACTOR RELEASE CRITERIA:

The Asbestos Abatement Work Area is Cleared when the Work Area is visually clean and airborne asbestos structure concentrations have been reduced to the level specified below.

VISUAL INSPECTION:

Work of this Section will not begin until the visual inspection described in Section 02 82 25 - Project Decontamination is complete and has been certified by the Project Administrator.

For work specified in Section 02 61 26 - Contaminated Soil, a visual inspection will be made after completion of work. The inspection will include raking of soil areas to verify removal of asbestos debris.

AIR MONITORING:

To determine if the elevated airborne asbestos structure concentration encountered during abatement operations has been reduced to the specified level, the Owner will secure samples and analyze them according to the following procedures.

Work Area Clearance: upon meeting the visual Clearance requirements the work of Section 02 82 25 Project Decontamination can continue.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 02 82 26

SECTION 02 82 33 - DISPOSAL OF ASBESTOS-CONTAINING WASTE MATERIAL

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to work of this section.

Section 01 41 00 - Codes and Regulations and Standards - Asbestos Abatement describes applicable federal, state and local regulations.

DESCRIPTION OF THE WORK:

This section describes the disposal of Asbestos-Containing Materials. Disposal includes packaging of asbestos-containing waste materials. Disposal of all waste material will be in an approved landfill.

SUBMITTALS:

General: Submit to Architect all required submittals in accordance with requirements of Section 01 33 00 – Submittals.

Before Start of Work: Submit the following to the Owner's Representative for review. Do not start work until these submittals are returned with Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use.

Copy of state or local license for waste hauler.

Name and address of landfill where asbestos-containing waste materials are to be buried.
Include contact person and telephone number.

Sample of disposal bag and any added labels to be used.

On a weekly basis submit copies of all manifests and disposal site receipts to Owner's Representative.

PART 2 - PRODUCTS:

Disposal Bags: Provide 6 mil thick leak-tight clear polyethylene bags labeled with three labels with text as follows:

First Label:

CAUTION
CONTAINS ASBESTOS FIBERS
AVOID OPENING OR BREAKING CONTAINER
BREATHING ASBESTOS IS HAZARDOUS TO YOUR HEALTH

Second Label: Provide in accordance with 29 CFR 1910.1200(f) of OSHA's Hazard Communication standard:

DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD
BREATHING AIRBORNE ASBESTOS, TREMOLITE, ANTHOPHYLLITE, OR
ACTINOLITE FIBERS IS HAZARDOUS TO YOUR HEALTH

Third Label: Provide in accordance with U. S. Department of Transportation regulation on hazardous waste marking. 49 CFR parts 171 and 172. Hazardous Substances: Final Rule. Published November 21, 1986 and revised February 17, 1987:

RQ HAZARDOUS
SUBSTANCE,
SOLID, NOS,
ORM-E, NA 9188
(ASBESTOS)

Revised NESHAP Label Requirement: Label all containers or wrapped material including the following information:

Building owner, contractor and location at which the waste was generated.

Complete Louisiana D.E.Q. ACC-2 Form (Louisiana abatements only).

PART 3 - EXECUTION

It is the contractor's sole responsibility to use the following sections during all phases of this work as minimum standards:

Section 02 82 07 - Worker Protection
Section 02 82 08 - Respiratory Protection

GENERAL:

All waste is to be hauled by a waste hauler with all required licenses from all state and local authority with jurisdiction.

Load all asbestos-containing waste material in disposal bags or leak-tight drums. All materials are to be contained in one of the following

Two 6 mil clear disposal bags or

Two 6 mil disposal bags and a fiberboard drum or

Sealed steel drum with no bag

Protect interior of truck or dumpster with Critical and Primary Barriers as described in Section 01 56 00 Temporary Enclosures.

Carefully load containerized waste in fully enclosed dumpsters, trucks or other appropriate vehicles for transport. Exercise care before and during transport, to insure that no unauthorized persons have access to the material.

Do not store containerized materials outside of the Work Area. Take containers from the Work Area directly to a sealed truck or dumpster.

Do not transport disposal bagged materials on open trucks. Label drums with same warning labels as bags. Uncontaminated drums may be reused. Treat drums that have been contaminated as asbestos-containing waste and dispose of in accordance with this specification.

TRANSPORTATION OF ASBESTOS-CONTAINING WASTE MATERIAL

If asbestos-containing waste material is transported by vehicle to a disposal site, it should be:

In marked (placarded) vehicles with the signs visible during the loading and unloading of the waste. The markings must:

Be posted in such a manner that a person can easily read the legend.

Conform to the requirements for 51 cm. x 36 cm. (20 in. x 14 in.) upright format signs as specified in 29 CFR 1910.145 and this paragraph; and

Display the following legend in the lower panel with letter sizes and styles of a visibility at least equal to those specified below:

DANGER
(2.5 cm (1 inch) Sans Serif, Gothic or Block)

ASBESTOS DUST HAZARD
(2.5 cm (1 inch) Sans Serif, Gothic or Block)

CANCER AND LUNG DISEASE HAZARD
(1.9 cm (3/4 inch) Sans Serif, Gothic or Block)

Authorized Personnel Only
(14 Point Gothic)

Spacing between the lines should be at least equal to the height of the upper two lines.

Provide a copy of the waste shipment record described below in "waste shipment record," to the disposal site owner or operator at the same time as the asbestos-containing material arrives at the disposal site.

Advise the landfill operator or processor, at least ten days in advance of transport, of the quantity of material to be delivered.

At disposal site unload containerized waste:

At a disposal site, sealed plastic bags must be carefully unloaded from the truck and placed on the ground, not pushed or dropped. If bags are broken or damaged, return to work site for rebagging. Clean entire truck and contents using procedures set forth in section 02 82 25 Project Decontamination. All personnel shall wear proper protective clothing and respirators.

At a processing site truck and loading dock are arranged as a controlled work area and containerized waste is transferred to storage area by site personnel. All bags including broken ones will be transferred. Clean truck, using procedures set forth in section 02 82 25 - Project Decontamination.

Retain receipts from landfill or processor for materials disposed of.

At completion of hauling and disposal of each load submit copy of waste manifest, chain of custody form, and landfill receipt to Owner's Representative.

The Contractor assumes sole responsibility for the transportation and disposal of all asbestos containing materials and asbestos waste. The Contractor shall indemnify and hold harmless the Owner and his Representative for all costs including attorney's fees from any cause of action arising out of the transportation and disposal of asbestos containing materials, and all other hazardous materials.

WASTE SHIPMENT RECORD

THE OWNER WILL NOT SIGN THE LADEQ "ADVF" FORM OR THE ACC-2 FORM. THE CONTRACTOR WILL PREPARE AND SIGN THESE FORMS.

For all asbestos-containing waste material transported off site:

Maintain asbestos waste shipment records using a form that includes the following information:

Name, address and telephone number of the waste generator;

Name and address of the local State, or EPA Regional agency responsible for administering the asbestos NESHAP program;

Quantity of asbestos-containing waste material in cubic meters or cubic yards;

Name and telephone number of the disposal site operator;

Name and physical location of the disposal site;

Date transported;

Name, address and telephone number of the transporter(s); and

A certification that the contents of the shipment are accurately described and classified and that they are packaged properly to meet all applicable international and government transport regulations.

Retain a copy of the asbestos waste shipment record for at least two years.

If a copy of the waste shipment record signed by the owner or operator of the waste disposal site has not been returned to the contractor within 35 days from the date the waste was accepted by the initial transporter, the contractor must contact the transporter and/or the owner or operator of the waste disposal site to determine the status of the shipment.

If a copy of the waste shipment record signed by the owner or operator of the waste disposal site has not been returned to the contractor within 45 days from the date the waste was accepted by the initial transporter, the contractor must submit a written report to the agency responsible for administering the asbestos NESHAP program for the waste generator. The report must include:

A copy of the waste shipment record for which a copy signed by the owner or operator of the waste disposal site was not received.

A cover letter signed by the waste contractor explaining the efforts taken to locate the asbestos waste shipment and the results of those efforts.

Furnish upon request, and make available during normal business hours for inspection, all records required under this section.

END OF SECTION 02 82 33

SECTION 22 00 00 – MECHANICAL - GENERAL PROVISIONS

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings, general provisions of Contract, including General and Supplementary Conditions, and other Division-1 Specification Sections, apply to work of this section.

SCOPE:

The scope of the mechanical work in this project shall include all labor, materials, equipment, etc., required for the complete installation of the mechanical systems as shown on the drawings and hereinafter specified under the subsequent sections of Division 15 of these specifications.

REFERENCE STANDARDS:

All work shall be performed in strict accordance with the latest editions of the applicable state and national building codes and local ordinances.

Refer to each section for applicable codes and reference standards.

FEES, PERMITS AND TAXES:

This contractor shall obtain all permits, inspection fees, connection fees, and approvals applicable to his trade as required by local authorities. The contractor shall be responsible for the payment of all such permits, inspection fees, connection fees, and approvals. The contractor shall also pay all taxes levied for labor and materials associated with work under this Division.

QUALITY ASSURANCE:

This contractor shall use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Division.

In the event of conflict between or among specified requirements and pertinent regulations and/or codes, the more stringent requirement will govern when so directed by the Engineer.

SUBMITTALS:

Comply with pertinent provisions of the General Conditions and Supplemental Conditions.

Product data: Within 35 calendar days after the contractor has received the Owner's Notice to Proceed, submit:

- A. Materials list of items proposed to be provided under this Division;
- B. Manufacturer's specifications, catalog cuts, and other data to prove compliance with the specified requirements;
- C. Shop drawings and other data as required to indicate method of installing and attaching equipment.

These specifications and drawings are intended to indicate a standard of quality for materials and equipment by the listing of manufacturer's names and catalog numbers and/or referenced standards. It is the responsibility of the contractor and/or supplier to prove equality for any substitutions.

Deviations between the plans and specifications and the materials and equipment submitted shall be pointed out to the Engineer in writing.

Provide three (3) copies of all submittal data and shop drawings.

The Architect's/Engineer's review of the submittal data and shop drawings shall not relieve the contractor of responsibility for deviations from the contract drawings or specifications.

The size of the mechanical equipment shown on the drawings is based on the dimensions of a particular manufacturer. It shall be the responsibility of the contractor to determine if his proposed equipment will fit in the space.

OPERATING AND MAINTENANCE INSTRUCTIONS:

The owners representative (s) shall be instructed by the contractor on the operation and maintenance of the mechanical systems, including but not limited to each item of equipment and the temperature controls system(s). Any special tools and/or instruments required shall be turned over to the owner.

For each item of equipment furnish to the owner four (4) complete sets of parts and operating and maintenance instructions. Also, furnish four (4) complete sets of the automatic temperature controls systems diagrams, sequences of control, product information and catalogue sheets, etc. All data shall be bound in heavy duty labeled loose-leaf binders with a table of contents and appropriately tabbed sections.

WARRANTY:

This contractor shall warrant all workmanship, material, equipment systems, etc., provided by him for a period of one year after substantial completion of the project. This warranty means that this contractor shall make good to the Owner, at no cost, any defects that become apparent during the year following substantial completion. This warranty is in addition to any other guarantees or warranties and is not intended to limit such other guarantees or warranties.

DEFINITIONS:

The following words and phrases as used herein are hereby defined:

"provide": Furnish and install all material, equipment, and labor required for a complete installation ready for operation in accordance with the intent of the Contract Documents.

"as required": Provide the necessary work, material, and equipment in accordance with manufacturer's installation instructions and applicable codes and regulations with proper industry standard workmanship.

"contractor": Contractor engaged to execute the work under this division of the specifications only, even though he may be technically described as a sub-contractor.

"intent of the Contract Documents": The specific intent of these documents is to provide to the Owner, in a thoroughly functional condition, all the various systems, equipment, etc., indicated herein. Final authority over interpretation of the "intent" shall rest with the Engineer.

"shall": Indicates a mandatory requirement.

INSPECTION OF THE SITE:

The drawings are prepared from the best information available and reflect all conditions commensurate with this information. However, the contractor should visit the site, verify the locations, sizes, depths, pressures, etc., of all existing utilities and become familiar with working conditions, hazards, existing grades, soil conditions, obstructions, local requirements involved, etc.

All proposals shall take these existing conditions and any revisions required into consideration. Notify the architect in writing of any existing site conditions that will impair the proper operation of the utilities.

CONSTRUCTION REQUIREMENTS & COORDINATION OF WORK:

The mechanical drawings show the general arrangement of piping, ductwork, equipment, and appurtenances. The mechanical drawings and specifications shall be compared with the drawings and specifications for other trades and existing conditions. The contractor shall report any discrepancies in writing to the Architect. Minor relocations necessitated by site conditions or directed by the Owner shall be made without additional cost to the Owner.

The contractor shall be responsible for his material and equipment fitting into the building and shall conform to the details of the installation as recommended by the manufacturers of the material and equipment. Provide all necessary pilot lines, control lines, make-up water lines with appropriate backflow device, and other such lines and devices for equipment and fixtures as required whether indicated on the drawings or not. Equipment and fixtures shall be installed in such manner to make oiling devices and parts requiring service and maintenance readily accessible.

All pipe openings shall be kept closed during construction until the final connections are made and the systems are complete and closed.

SLEEVES:

All piping and ductwork, regardless of material, which passes through a concrete slab, (except slab on grade), masonry wall, roof or other portion of the building structure shall be free from the structure and shall pass through a sleeve furnished and installed by the Subcontractor responsible for the work involved.

ISOLATION:

The contractor shall be responsible for the correction of any and all transmission of perceptible vibration, structure-borne noise, or objectional air borne noise associated with any system provided under this division at no expense to the owner.

CONSTRUCTION SAFETY:

This contractor shall assume all responsibility regarding the safety of his personnel on the project during construction. The Contract Documents do not include materials, procedures, components, etc., required to insure construction safety. Refer to General Conditions and Supplementary General Conditions for additional information.

DAMAGE:

This Contractor shall be responsible for damage to project caused by this Contractor's failure to recognize hazards associated with items such as leaks, scheduling of work, inexperienced workmen, excessive cutting, etc.

This Contractor shall repair, at no expense to the Owner, any such damage.

FLOOR, CEILING AND WALL PLATES:

In each finished space furnish a chromium plated sectional escutcheon on each pipe or hanger rod penetrating a wall, floor, or ceiling. Escutcheons shall be sized to fit snugly to all lines and where the lines are insulated, the escutcheons shall be fit snugly over the insulation. Where required, these plates shall be provided with set screws so that they fit snugly against the finished surface. All equipment rooms are classified as finished space.

SAFETY GUARDS:

Contractor shall furnish and install all safety guards required. All belt driven equipment, projecting shafts and other rotating parts shall be enclosed or adequately guarded.

MANUFACTURERS' DIRECTIONS:

The manufacturers' published directions shall be strictly followed in the delivery, storage, protection, installation, piping and wiring of all equipment and material. The Contractor shall promptly notify the Architect in writing of any conflict between the requirements of the contract documents and the manufacturers' directions and shall obtain the Architect's instructions before proceeding with the work. Any such work performed that does not comply with the manufacturers' directions shall have deficiencies corrected at no cost to the Owner.

PART 2 - PRODUCTS

MATERIALS:

All materials shall be new and free from defects and shall bear the manufacturer's name, trade name, and the UL label in every case where a standard has been established. Materials or equipment damaged in shipment or otherwise damaged prior to installation shall not be repaired at the job site, but shall be replaced with new materials.

MANUFACTURER'S REQUIREMENTS:

When a manufacturer's name appears in these specifications, it is not to be construed that the manufacturer does not have to meet the full requirements of the specifications or that his standard cataloged item will be acceptable.

SERVICE AND REPAIR PARTS:

All equipment installed on this project shall have local representation, local factory authorized service, and a local stock of repair parts.

FLAME SPREAD PROPERTIES OF MATERIALS:

All materials and adhesives used for air conditioning filters, acoustical lining, and insulation shall conform to NFPA and UL life, safety and flame spread properties of materials. The composite classifications shall not exceed 25 for a flame spread rating and 50 for a smoke developed rating for these classifications as listed for the basic materials, the finishes, adhesives, etc., specified for each system and shall be such when completely assembled.

ACCESS PANELS:

Provide flush mounted metal access panels and frames with concealed hinges and key actuated locks for all concealed and otherwise inaccessible valves, parts, fittings, equipment, filters, etc. and as required for inspection, service, maintenance, or replacement.

PART 3 - EXECUTION

WORKMANSHIP:

All work shall be done by experienced craftsmen skilled in the applicable trade.

Sloppy work shall be rejected and corrected at no additional expense.

PROTECTION OF EQUIPMENT:

The Contractor shall continuously maintain adequate protection of stored materials and installed equipment. Fixtures and equipment, whether located inside or outside, shall be tightly covered and protected against dirt, rust, moisture and abuse from other trades. Adequate air circulation shall be provided under any protective sheet to prevent condensate build up. Materials and equipment shall not be stored directly on the ground. Ductwork, piping and equipment shall not be used by other trades as supports for scaffolds or personnel. At the completion of the work, equipment, fixtures, exposed supports and piping shall be cleaned of loose dirt, construction debris, overspray, etc., to the satisfaction of the Architect. Repairs made necessary by damage shall be paid for by the Contractor.

PROTECTION OF STRUCTURE:

Each Contractor in performing his work shall take particular care not to damage the structure. All finished floors and step treads shall be covered to prevent any damage by workmen or their tools and equipment during the construction of the building. In addition, each Contractor shall protect any materials on the job site whether a part of this contract or the property of another Contractor.

CONFLICTS, INTERFERENCES AND COORDINATION BETWEEN TRADES:

The drawings indicate the extent, general location, arrangement, etc., of piping systems, ductwork, and equipment and are not to be construed as shop drawings. This Contractor shall refer to other sections of the specifications and other drawings such as electrical, structural, architectural, etc., in order to eliminate conflicts and undue delays in the progress of the work. Where other Contractors furnish items requiring connections by this Contractor, they will be held responsible for providing roughing-in drawings and assistance upon request.

In the event of conflicts between specifications and drawings, drawings shall take precedence over specifications except in matters pertaining to quality, applications, and coordination between trades, which shall be governed by specifications.

In the event of conflict between codes, as interpreted by the authority having jurisdiction and the contract documents, the codes shall govern.

In the event of conflict between manufacturer's installation instructions and the drawings, the manufacturer's installation instructions shall govern.

CUTTING AND PATCHING:

All cutting incidental to the work in this section such as installation of sleeves, piping, equipment, etc., shall be coordinated with the General Contractor. Cutting shall be performed by this Contractor and patching shall be by the General Contractor. This Contractor shall not cut any structural element or any finished work without permission from the Architect.

ELECTRICAL WORK:

All wiring and conduit and mounting of all electrical devices shall be provided under Division 16, except for such items that are completely wired at their point of manufacture and so delivered and unless specifically noted to the contrary herein.

Wiring for all HVAC controls and interlocks shall be done under Division 16. The furnishing of all disconnect switches as required for proper operation as shown on the drawings and required by code shall be under Division 16, except where specifically designated on the plans. The furnishing of all starters for mechanical equipment shall be done under this section (Mechanical) of these specifications, unless specifically scheduled otherwise on a starter schedule on the drawings.

EQUIPMENT CONNECTIONS:

This Contractor shall bring required services to equipment items furnished under other sections of this specification or by the Owner, make final connections, and leave equipment ready for operation.

OPERATION PRIOR TO COMPLETION:

When any piece of mechanical or electrical equipment is operable and it is to the advantage of the Contractor to operate the equipment, he may do so providing that he properly cleans the equipment, installs clean filter media, properly adjusts and completes all punch list items before final acceptance by the Owner. The date of acceptance and the start of the warranty may not be the same date.

FLASHING AND WATERPROOFING:

All building penetrations to outside shall be flashed and counter flashed as required to eliminate leaks.

TESTS:

All tests shall be made by this Contractor and repeated until approved by the Architect. Piping systems shall not be covered or otherwise concealed until tests have been made and approvals obtained. Notify the Architect four days prior to tests to allow for scheduling. Test the piping systems as indicated in applicable articles.

CLEAN-UP:

It shall be the responsibility of each trade to cooperate fully with the other trades on the job to help keep the job site in a clean and safe condition. At the end of each day's work, each trade shall properly store all of his tools, equipment, any surplus materials and clean up debris caused by his portion of the work.

When all work has been finally tested, the Contractor shall clean all work installed by him, including all fixtures, equipment, pipes, ducts and all exposed work. All pipes shall be flushed out and left free of all obstructions. All plates, grilles, and other finished products shall be thoroughly cleaned and polished.

FINAL INSPECTIONS:

It shall be the responsibility of the Contractor to make a careful inspection trip of the entire project, assuring himself that the work on the project is ready for final acceptance, before calling upon the Architect/Engineer to make a final inspection.

In order not to delay final acceptance of the work, the Contractor shall have all necessary bonds, guarantees, receipts, affidavits, etc., called for in the various articles of this specification, prepared and signed in advance, and together with a letter of transmittal listing each paper included, and shall deliver the same to the Architect/Engineer at or before the time of the final inspections. The Contractor is cautioned to check over each bond, receipt, etc., before preparing same for submission to see that the items check with the requirements of the specification.

AS-BUILT DRAWINGS:

Each contractor and subcontractor shall maintain one (1) set of prints on the job, indicating any and all changes made during construction. At the completion of the project, this set shall be turned over to the Architect, including revised control and wiring diagrams.

FIRE STOPPING:

All penetrations of fire rated ceilings, walls, partitions, or floors shall be firestopped using approved materials to maintain the fire rating of the ceiling, wall, partition, or floor. Methods and materials shall be approved by local code officials.

ASBESTOS POLICY:

It is the intent of the engineer that no asbestos or asbestos containing materials be used on this project. No asbestos material has been knowingly included in the construction requirements.

Should the contractor have reason to believe that asbestos has been encountered, the proper authority should be notified and appropriate instructions received before proceeding with the work.

END OF SECTION 22 00 00

SECTION 26 00 00 - BASIC ELECTRICAL MATERIALS AND METHODS

PART 1 - GENERAL

RELATED REQUIREMENTS INCLUDED ELSEWHERE:

Drawings and general provisions of Contract including General and Supplementary Conditions and other Division 1 Specification sections apply to this section.

WORK INCLUDED

General: The scope of the electrical work in this project shall include all labor, materials, equipment, etc., required for the complete installation of the electrical systems as shown on the drawings and hereinafter specified under the subsequent sections of Division 16 of these specifications.

REFERENCE STANDARDS

All work shall be performed in strict accordance with the latest editions of the applicable state and national building codes and local ordinances.

Refer to each section for applicable codes and reference standards.
NFPA 70 – National Electrical Code.

FEES, PERMITS AND TAXES

This contractor shall obtain all permits, inspection fees, connection fees and approvals applicable to his trade as required by local authorities. The contractor shall also pay all taxes levied for labor and materials associated with work under this Division.

QUALITY ASSURANCE

This contractor shall use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Division.

In the event of conflict between or among specified requirements and pertinent regulations and/or codes, the more stringent requirement will govern.

SUBMITTALS

Submit shop drawings on all items and manufacturer's descriptive literature of specialty items. See Section 01 33 00 - Submittals.

CONSTRUCTION REQUIREMENTS & COORDINATION OF WORK

For purposes of clearness and legibility, drawings are essentially diagrammatic and, although size and location of equipment are to be drawn to scale whenever possible, the contractor shall make use of all data in all of the contract documents and shall verify this information at building site.

Plan all work so that it proceeds with a minimum of interference with other trades. Inform all parties concerned of openings required for equipment or conduit in the building construction for electrical work and provide all special frames, sleeves and anchor bolts as required. Coordinate the electrical work with

the mechanical installation.

Work lines and established heights shall be in strict accordance with architectural drawings and specifications insofar as these drawings and specifications extend. Verify all dimensions shown and establish all elevations and detailed dimensions not shown.

Lay out and coordinate all work well enough in advance to avoid conflicts or interference's with other work in progress so that in case of interference the electrical layout may be altered to suit the conditions, prior to the installation of any work and without additional cost to the Owner. Conflicts arising from lack of coordination shall be this Contractor's responsibility.

Perform this work in conformity with the construction called for by other trades and afford reasonable opportunity for the execution of their work. Properly connect and coordinate this work in such a manner as not to delay or interfere with the work of other trades.

Examine the drawings and specifications for the general and mechanical work and the work of other similar trades. Coordinate this work accordingly. Provide written confirmation that the electrical requirements for all mechanical equipment have been coordinated with the mechanical contractor.

Promptly report to the Architect any delay or difficulties encountered in the installation of this work which might prevent prompt and proper installation, or make it unsuitable to connect with or receive the work of others. Failure to so report shall constitute an acceptance of the work of other trades as being fit and proper for the execution of this work.

WORKMANSHIP, MATERIALS AND EQUIPMENT

All work shall be performed in a workmanlike manner and shall present a neat and mechanical appearance when completed. All materials shall be of type, quality and minimum rating prescribed herein or indicated on the plans.

PROTECTION OF WORK

This contractor shall protect his work at all times from damage by breakage, dirt, foreign materials, etc., and shall replace all work so damaged. The contractor shall use every precaution to protect the work of others, and he will be held responsible for all damage to other work caused by his work or through the neglect of his workmen.

This contractor shall receive, unload and protect all equipment to be provided under this division by the contractor. Additionally, the contractor shall receive, unload and protect all equipment to be provided by others but connected by this contractor.

INSPECTION OF THE SITE

The drawings are prepared from information made available by the Owner. However, the contractor should visit the site prior to submitting a proposal and should verify the locations, sizes, depths, pressures, etc. of all existing utilities and familiarize himself with working conditions, hazards, existing grades, soil conditions, obstructions, etc. If it becomes evident that existing site conditions will impair the proper operation of the utilities, the Architect shall be notified in writing.

All proposals shall take these existing conditions and any revisions required into consideration, and the lack of specific site information on the drawings shall not relieve the contractor of any responsibility.

DAMAGE

This Contractor shall be responsible for damage to the project caused by this Contractor's failure to recognize hazards associated with items such as lack of power, scheduling of work (tardiness), inexperienced workmen, excessive cutting, etc.

This Contractor shall repair at no expense to the Owner any such damage.

This Contractor shall familiarize himself with working conditions to the extent that he shall be responsible for damage to concealed piping, wiring and other equipment meant to remain, and shall repair any damage caused by his negligence at no cost to the Owner.

PART 2 - PRODUCTS

MATERIALS: All materials shall be new and free from defects and shall bear the manufacturer's name, trade name, and the UL label in every case where a standard has been established. Materials or equipment damaged in shipment or otherwise damaged prior to installation shall not be repaired at the job site, but shall be replaced with new materials. Products shall match building standards.

PART 3 - EXECUTION

WORKMANSHIP

All work shall be done by experienced craftsmen skilled in the applicable trade.

Unprofessional and incomplete work shall be rejected and corrected at no additional expense.

MANUFACTURER'S INSTALLATION INSTRUCTIONS

All equipment shall be installed in strict compliance with manufacturer's installation instructions.

PROTECTION OF EQUIPMENT

The Contractor shall continuously maintain adequate protection of stored materials and installed equipment. Fixtures and equipment, whether located inside or outside, shall be tightly covered with sheet polyethylene or waterproof tarpaulin as protection against dirt, rust, moisture and abuse from other trades. Adequate air circulation shall be provided under any protective sheet to prevent condensate build up. Materials and equipment shall not be stored directly on the ground. Ductwork, piping and equipment shall not be used by other trades as supports for scaffolds or personnel. At the completion of the work, equipment, fixtures, exposed supports and piping shall be cleaned of loose dirt, construction debris, overspray, etc. to the satisfaction of the Architect. Repairs made necessary by damage shall be paid for by the Contractor.

END OF SECTION 26 00 00

SECTION 31 11 00 - SITE PREPARATION

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to work of this section.

Individual trade sections and the drawings indicate specifically the work required.

It should be noted that The General Conditions AIA 201, Section 00 72 00, provide for the following:

Supervision and Construction Procedures
Cutting and Patching
Safety of Persons and Property

DESCRIPTION OF WORK:

The extent of selective site clearing work is generally limited by the new construction work on site. Provide all required materials, equipment and labor to execute the required removal of all trees, shrubs and other planting complete, including roots.

National Storm Water Discharge Permit required on sites disturbing 1 acre or more.

Items Not to be Removed or Disturbed

The architect is to be contacted before removal, cutting, disturbing, or tampering in any manner with any trees over 12" in diameter that are not in paving areas and are at least 20 feet from the building.

Related work specified elsewhere:

Section 31 23 13 - Earthwork for Sitework
Drawing: Site Grading Plans

Partial Demolition and Removal: Items indicated to be removed but of salvable value to Contractor may be removed from structure as work progresses. Transport salvaged items from site as they are removed.

Storage or sale of removed items on site will not be permitted.

Protections: Provide temporary barricades and other forms of protection as required to protect Owner's personnel and general public from injury due to demolition work.

Remove protections at completion of work.

Traffic: Conduct selective demolition operations and debris removal in a manner to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.

Do not close, block or otherwise obstruct streets, walks or other occupied or used facilities without written permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.

Explosives: Use of explosives will not be permitted.

Burning: Burning of trees, shrubs, and other plant material will not be allowed.

EXISTING SERVICES:

General: Indicated locations are approximate, determine exact locations before commencing Work.

Arrange and pay for disconnecting, removing, capping and plugging utility services. Notify affected utility companies in advance and obtain approval before starting this Work.

Place markers to indicate location of disconnected services. Identify service lines and capping locations on Project Record Documents.

Environmental Controls: Use water sprinkling, temporary enclosures, and other suitable methods to limit dust and dirt rising and scattering in air to lowest practical level. Comply with governing regulations pertaining to environmental protection.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

INSPECTION:

Prior to commencement of selective clearing work, inspect areas in which work will be performed. Photograph existing conditions of surfaces or of surrounding properties which could be misconstrued as damage resulting from selective clearing work. Submit copies of photographs to architect prior to starting work. If documentation is not submitted to the architect prior to start of work the contractor assumes all responsibility for existing conditions and the repair during or at the completion of the work.

PREPARATION:

Erect and maintain wood barriers and closures as required to protect trees remaining on site that are adjacent to new construction.

SITE CLEARING:

General: Remove trees, shrubs, grass, and other vegetation, improvements or obstructions, as required, to permit installation of new construction. Remove similar items elsewhere on site or premises as specifically indicated. Removal includes digging out and off-site disposal of stumps and roots.

Cut minor roots and branches of trees indicated to remain in a clean and careful manner where such roots and branches obstruct installation of new construction.

Topsoil: Topsoil is defined as friable clay loam surface soil found in a depth of not less than 4 inches. Satisfactory topsoil is reasonably free of subsoil, clay lumps, stones, and other objects over 2 inches in diameter, and without weeds, roots, and other objectionable material.

Strip topsoil to whatever depths encountered in a manner to prevent intermingling with underlying subsoil or other objectionable material. Remove heavy growths of grass from areas before stripping. Stockpile topsoil in storage piles in areas indicated or directed.

Construct storage piles to provide free drainage of surface water. Cover storage piles, if required, to prevent wind erosion. Dispose of unsuitable or excess topsoil as specified for disposal of waste material.

Clearing and Grubbing: Clear site of trees, shrubs and other vegetation, except for those indicated to be left standing. Completely remove stumps, roots and other debris protruding through ground surface. Fill depressions caused by clearing and grubbing operations with satisfactory soil material, unless further excavation or earthwork is indicated.

Place fill material in horizontal layers not exceeding 6 inches loose depth, and thoroughly compact each layer to a density equal to adjacent original ground.

DISPOSAL OF WASTE MATERIALS:

Burning on Owner's Property: Burning is not permitted on Owner's property.

Removal from Owner's Property: Remove waste materials and unsuitable or excess topsoil from Owner's property.

NATIONAL STORM WATER DISCHARGE PERMIT:

Because this construction site disturbs one acre or more of land, the site must be covered by a storm water permit. This contractor shall be required to comply with all permitting and construction requirements.

To obtain general permit coverage in the states of Arizona, Arkansas, Florida, Idaho, Louisiana, Massachusetts, Maine, New Hampshire, New Mexico, Oklahoma, South Dakota, and Texas, you must submit a Notice of Intent (NOI) two days prior to the start of construction. The Notice of Intent must include:

Note: Check with local government agency prior to notification for requirements.

Mailing address for construction site or its location.

Name, address, and telephone numbers of the operators of the site (owner and contractor).

Number of any previous EPA permits.

Existing data on pollutants in storm water.

Certification that a storm water pollution prevention plan has been prepared for the site.

A Notice of Termination will relieve the contractor from the requirements when their portion of the job is completed.

Storm Water Pollution Prevention Plan:

The contractor must prepare a storm water pollution prevention plan for the site and carrying it out during the entire project. This plan must be submitted to the local government agency (engineering) prior to the start of work.

Storm water pollution prevention plans should include the following information:

A description of the site and the type and sequence of construction activities that will occur.

The erosion and sediment controls that will be put in place to minimize pollution, during construction.

Controls that will be in place after construction is completed.

Controls that will limit tracing of soil off-site and limit solid materials from being carried away.

State and local requirements.

Inspection and maintenance practices that ensure that the controls work.

END OF SECTION 31 11 00

SECTION 31 23 13 - EARTHWORK FOR SITEWORK

PART 1 – GENERAL

RELATED DOCUMENTS

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

SUMMARY

This Section includes the following:

Preparing and grading subgrades for slabs-on-grade, walks, pavements, and landscaping. Subbase course for walks and pavements. Subsurface drainage backfill for walls and trenches. Excavating and backfilling for underground mechanical and electrical utilities and appurtenances.

Related Sections: The following contain requirements that relate to this Section.

Section "Site Clearing" for site stripping, grubbing, topsoil removal, and tree protection.

Section "Earthwork For Structures" for excavation and fill requirements for area within building limits.

Section "Foundation Drainage Systems" for footings, underslab, and wall drainage.

Section "Landscape Work" for finish grading, including placing and preparing topsoil for lawns and planting.

Section "Cast-In-Place Concrete" for concrete encasings, cradles, and appurtenances for utility systems.

DEFINITIONS

Excavation consists of the removal of material encountered to subgrade elevations and the reuse or disposal of materials removed.

Subgrade: The uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.

Borrow: Soil material obtained off-site when sufficient approved soil material is not available from excavations.

Subbase Course: The layer placed between the subgrade and base course in a paving system or the layer placed between the subgrade and surface of a pavement or walk.

Base Course: The layer placed between the subbase and surface pavement in a paving system.

Drainage Fill: Course of washed granular material supporting slab-on-grade placed to cut off upward capillary flow of pore water.

Unauthorized excavation consists of removing materials beyond indicated subgrade elevations or dimensions without direction by the Architect. Unauthorized excavation, as well as remedial work directed by the Architect, shall be at the Contractor's expense.

Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below ground surface.

Utilities include on-site underground pipes, conduits, ducts, and cables, as well as underground services within building lines.

SUBMITTALS

Submit product data and shop drawings in compliance with Section 01 33 00 – Submittals and to the Conditions of the Contract and Division 1 Specification Sections.

Product data for the following:

Each type of plastic warning tape.
Filter fabric (Silt Fence).

Test Reports: In addition to test reports required under field quality control, submit the following:

Laboratory analysis of each soil material proposed for fill and backfill from on-site and borrow sources. One optimum moisture-maximum density curve for each soil material. Report of actual unconfined compressive strength and/or results of bearing tests of each stratum tested.

QUALITY ASSURANCE

Codes and Standards: Perform earthwork complying with requirements of authorities having jurisdiction.

See Section 01 45 00 – Quality Control / Laboratory Testing Requirements.

PROJECT CONDITIONS

Existing Utilities: Do not interrupt existing utilities serving facilities occupied by the Owner or others except when permitted in writing by the Architect and then only after acceptable temporary utility services have been provided.

Provide a minimum 48-hours' notice to the Architect and receive written notice to proceed before interrupting any utility.

PART 2 - PRODUCTS

SOIL MATERIALS

General: Provide approved borrow soil materials from off-site.

Satisfactory Soil Materials: Select fill material, refer to Division 31.

Top Soil: Top soil shall be workable, loamy soil, free of debris, refuse and similar foreign matter, and reasonably free of subsoil, hard lumps, gravel and other such materials. Topsoil shall be a minimum PI of 4, a maximum PI of 12, a pH of 5.5-8.0, a minimum organic content of 3 percent, and shall be capable of supporting adequate vegetation. Existing topsoil meeting the above requirements within construction limits may be used. If agricultural lime or organic matter is added to a soil to bring topsoil into conformance with these specifications, it shall be at no additional cost to the Owner.

Backfill and Fill Materials: Satisfactory soil materials.

Subbase and Base Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand, ASTM D 2940, with at least 95 percent passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve.

Engineered Fill: Subbase or base materials.

Bedding Material: Subbase or base materials with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.

ACCESSORIES

Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, continuously inscribed with a description of the utility.

Detectable Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, 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 2'-6" deep.

Tape Colors: Provide tape colors to utilities as follows:

Red:	Electric.
Yellow:	Gas, oil, steam, and dangerous materials.
Orange:	Telephone and other communications.
Blue:	Water systems.
Green:	Sewer systems.

PART 3 - EXECUTION

PREPARATION

Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

Protect subgrades and foundation soils against freezing temperatures or frost. Provide protective insulating materials as necessary.

Provide erosion control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

DEWATERING

Prevent surface water and subsurface or ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.

Protect subgrades and foundation soils from softening and damage by rain or water accumulation.

STABILITY OF EXCAVATIONS

Comply with local codes, ordinances, and requirements of authorities having jurisdiction to maintain stable excavations.

EXCAVATION FOR WALKS AND PAVEMENTS

Excavate as necessary for proper placement and forming of concrete site elements and pavement structure. Remove vegetation and deleterious material from site. Backfill over-excavated areas with compacted base material specified in this section. Remove and replace exposed material which becomes soft or unstable.

EXCAVATION FOR UTILITY TRENCHES

Excavate trenches to indicated slopes, lines, depths, and invert elevations. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.

Excavate trenches to uniform widths to provide a working clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit, unless otherwise indicated.

Clearance: 12 inches minimum each side of pipe or conduit, unless specifically indicated on plans on profile.

Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove stones and sharp objects to avoid point loading.

For pipes or conduit less than 6 inches in nominal diameter and flat-bottomed, multiple-duct conduit units, hand-excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.

For pipes and conduit 6 inches or larger in nominal diameter, shape bottom of trench to support bottom 90 degrees of pipe circumference. Fill depressions with tamped sand backfill.

Where encountering rock or another unyielding bearing surface, carry trench excavation 6 inches below invert elevation to receive bedding course.

APPROVAL OF SUBGRADE

Notify Architect when excavations have reached required subgrade.

When Architect determines that unforeseen unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed. Unforeseen additional excavation and replacement material will be paid according to the Contract provisions for changes in Work.

Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by the Architect.

UNAUTHORIZED EXCAVATION

Fill unauthorized excavation under foundations or wall footings by extending indicated bottom elevation of concrete foundation or footing to excavation bottom, without altering required top elevation. Lean concrete fill may be used to bring elevations to proper position when acceptable to the Architect. Fill unauthorized excavations under other construction as directed by the Architect.

Where indicated widths of utility trenches are exceeded, provide stronger pipe, or special installation procedures, as required by the Architect.

STORAGE OF SOIL MATERIALS

Stockpile excavated materials acceptable for backfill and fill soil materials, including acceptable borrow materials. Stockpile soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent wind-blown dust. Stockpile soil materials away from edge of excavations.

BACKFILL

Backfill excavations promptly, but not before completing the following:

- Surveying locations of underground utilities for record documents.
- Testing, inspecting, and approval of underground utilities.
- Concrete formwork removal.
- Removal of trash and debris from excavation.
- Removal of temporary shoring and bracing, and sheeting.
- Installing permanent or temporary horizontal bracing on horizontally supported walls.

UTILITY TRENCH BACKFILL

Place and compact bedding course on rock and other unyielding bearing surfaces and to fill unauthorized excavations. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.

Concrete backfill trenches that carry below or pass under footings and that are excavated within 18 inches of footings. Place concrete to level of bottom of footings.

Provide 4-inch-thick concrete base slab support for piping or conduit less than 2'-6" below surface of roadways. After installation and testing, completely encase piping or conduit in a minimum of 4 inches of concrete before backfilling or placing roadway subbase.

All utilities under pavement or sidewalks must be backfilled with select fill material.

Coordinate backfilling with utilities testing.

Fill voids with approved backfill materials as shoring and bracing, and sheeting is removed.

Place and compact final backfill of satisfactory soil material to final subgrade.

Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

FILL

Preparation: Remove vegetation, topsoil, debris, wet, and unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placing fills. Plow strip, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing surface.

When subgrade or existing ground surface to receive fill has a density less than that required for fill, break up ground surface to depth required, pulverize, moisture-condition or aerate soil and recompact to required density.

Place fill material in layers to required elevations for each location listed below.

- Under grass, use satisfactory excavated or borrow soil material.
- Under walks and pavements, use satisfactory soil material.
- Under steps and ramps, use subbase material.

Under footings and foundations, use engineered fill – See Foundation Drawings

MOISTURE CONTROL

Uniformly moisten or aerate subgrade and each subsequent fill or backfill layer before compaction to within a range of -2 to +3 percent of optimum moisture content. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice. Remove and replace, or scarify and air-dry satisfactory soil material that is too wet to compact to specified density. Stockpile or spread and dry removed wet satisfactory soil material.

COMPACTION

Place backfill and fill materials in layers not more than 8 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.

Place backfill and fill materials evenly on all sides of structures to required elevations. Place backfill and fill uniformly along the full length of each structure.

Percentage of Maximum Dry Density Requirements: Compact soil to not less than the following percentages of maximum dry density according to ASTM D 698:

Under steps, and pavements, compact each layer of backfill or fill material at 95 percent standard proctor density.

Under walkways, compact each layer of backfill or fill material at 95 percent standard proctor density.

Under lawn or unpaved areas, compact the top 6 inches below subgrade and each layer of backfill or fill material at 90 percent maximum dry density.

INSTALLATION OF TOP SOIL

Areas to receive top soil shall include areas where existing soiling is disturbed and new fill areas around the building. Areas to receive topsoil shall be scarified. Agricultural lime, if required, shall be spread prior to scarifying the areas. Topsoil shall be uniformly spread over the areas to a depth of 6 inches and rolled to a uniform surface with a cultipacker or other suitable equipment.

GRADING

General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated. Provide a smooth transition between existing adjacent grades and new grades. Cut out soft spots, fill low spots, and trim high spots to conform to required surface tolerances.

Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:

Lawn or Unpaved Areas: Plus or minus 0.10 foot.

Walks: Plus or minus 0.10 foot.

Pavements: Plus or minus 0.10 foot.

SUBBASE AND BASE COURSES

Under pavements and walks, place subbase course material on prepared subgrades. Place base course material over subbases to pavements. Compact subbase and base courses at -3 to +3 percent of optimum moisture content to required grades, lines, cross sections and thickness to not less than 95 percent of the maximum density as determined by the modified moisture/density relation ASTM D 1557.

Shape subbase and base to required crown elevations and cross-slope grades. When thickness of compacted subbase or base course is 6 inches or less, place materials in a single layer. When thickness of compacted subbase or base course exceeds 6 inches, place materials in equal layers, with no layer more than 6 inches thick or less than 3 inches thick when compacted.

Pavement Shoulders: Place shoulders along edges of subbase and base course to prevent lateral movement. Construct shoulders at least 12 inches wide of acceptable soil materials and compact simultaneously with each subbase and base layer.

FIELD QUALITY CONTROL

Testing Agency Services: Allow testing agency to inspect and test each subgrade and each fill or backfill layer. Do not proceed until test results for previously completed work verify compliance with requirements.

Perform field in-place density tests according to ASTM D 1556 (sand cone method), ASTM D 2167 (rubber balloon method), or ASTM D 2937 (drive cylinder method), as applicable. Field in-place density tests may also be performed by the nuclear method according to ASTM D 2922, provided that calibration curves are periodically checked and adjusted to correlate to tests performed using ASTM D 1556. With each density calibration check, check the calibration curves furnished with the moisture gages according to ASTM D 3017.

When field in-place density tests are performed using nuclear methods, make calibration checks of both density and moisture gages at beginning of work, on each different type of material encountered, and at intervals as directed by the Architect.

Footing Subgrade: At footing subgrades, perform at least one test of each soil stratum to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of each subgrade with related tested strata when acceptable to the Architect – See Foundation Drawings.

Paved Slab Areas: At subgrade and at each compacted fill and backfill layer, perform at least one field in-place density test for every 2,000 sq. ft. or less of paved area or building slab, but in no case fewer than three tests.

Trench Backfill: In each compacted initial and final backfill layer, perform at least one field in-place density test for each 150 feet or less of trench, but no fewer than two tests.

When testing agency reports that subgrades, fills, or backfills are below specified density, scarify and moisten or aerate, or remove and replace soil to the depth required, recompact and retest until required density is obtained.

PROTECTION

Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris. Repair and re-establish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or lose compaction due to subsequent construction operations or weather conditions.

Scarify or remove and replace material to depth directed by the Architect; reshape and recompact at optimum moisture content to the required density.

Settling: Where settling occurs during the Project correction period, remove finished surfacing, backfill with additional approved material, compact, and reconstruct surfacing. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

DISPOSAL OF SURPLUS AND WASTE MATERIALS

Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off the Owner's property at no additional cost to the owner.

Disposal: Transport surplus satisfactory soil to designated storage areas on the Owner's property. Stockpile or spread soil as directed by Architect.

Remove waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off the Owner's property.

END OF SECTION 31 23 13

SECTION 32 92 19 - SEEDING

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

DESCRIPTION

Includes But Not Limited To: Furnish and install seeded lawn as described in Contract Documents.

Related work:

Earthwork will be provided Per Section 31 11 00- Site Preparation

SUBMITTALS

Submit seed vendor's certification for required grass seed mixture, indicating percentage by weight, and percentages of purity, germination and weed seed for each grass species.

PART 2 - PRODUCTS

MATERIALS

Seed

<u>Month of Application</u>	<u>Pounds Seed per Acre</u>
January - February	20 lbs. Unhulled Bermuda 100 lbs. Winter Rye
March - August	50 lbs. Hulled Bermuda
September - December	20 lbs. Unhulled Bermuda 75 lbs. Winter Rye

Purchase seeds which bear this season's certification of weight, purity, and germination from reputable seed company.

PART 3 - EXECUTION

PREPARATION

Protection: Take care and preparation in work to avoid conditions which will create hazards. Post signs or barriers as required.

Provide adequate means for protection from damage through excessive erosion, flooding, heavy rains, etc. Repair or replace damaged areas.

Surface Preparation:

Prior to seeding: Loosen area 4 inches deep, dampen thoroughly, and cultivate to properly break up clods and lumps. Rake area to remove clods, rocks, weeds, roots, and debris. Grade and shape area to receive

seed to bring surface to true uniform planes free from irregularities and to provide drainage and proper slope to catch basins. After lawn areas have been prepared, take no heavy objects over them.

INSTALLATION

Site Tolerances - Final grade of soil after seeding of lawn areas is complete shall be one inch below top of adjacent pavement of any kind.

Seeding - After lawn areas are graded, sow seed with adequate equipment at time when little or no wind is blowing.

Fertilize with granular fertilizer (12% nitrogen, 4% phosphorous, 6% potassium) at a rate of 650 lbs. per acre.

Top Dressing - After seeding, rake or broom seed in gently and roll area to firm in seed.

After Top Dressing - Thoroughly water seeded areas. Reseed areas that do not show prompt germination at 15 day intervals until an acceptable stand of grass is assured.

FIELD QUALITY CONTROL

Inspection: Seeded areas will be accepted at final inspection if:

Seeded areas are properly established.

Lawn is free of bare and dead spots larger than 6 inch diameter and without weeds.

No surface soil is visible when grass has been cut to height of 2 inches.

Seeded areas have been mowed a minimum of twice.

ADJUSTING

Replace damaged areas at no additional cost to Owner.

CLEANING

Immediately clean up any soil or debris spilled onto pavement and dispose of all deleterious materials.

PROTECTION

Protect seeded areas against traffic or other use immediately after seeding is completed by placing adequate warning signs and barricades.

Provide adequate protection of seeded areas against trespassing, erosion, and damage of any kind. Remove this protection after seeded areas have been accepted by Landscape Architect.

END OF SECTION 32 92 19